



**LINCOLNTON
AGENDA
August 3, 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

- June 29, 2023 - Regular Meeting Minutes
- Approval of Releases of \$100.00 or more for June 16th - July 15th, 2023

R-09-23 Adoption of Resolution accepting the offer for the American Rescue Plan Funding - 2022 Water AIA Project

R-10-23 Adoption of Resolution accepting the Offer for the American Rescue Plan Funding - 2022 Waste Water AIA Project

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-6-2023 - Application from Carolina Elite Builders, LLC requesting a conditional district rezoning of 0.139 acres of land from PB to R-8 CD for the purpose of constructing a residential duplex. The subject property is located at 1221 East Pine Street (Parcel ID 20471).**

Jean Derby, Planning Director

- 3b CZ-7-2023 - Application from Tracy Calhoun requesting a conditional district rezoning of 0.519 acres of land from R-8 to R-O CD for the purpose of using the existing residential**

structure on site as a Law Office (downstairs) and Residential (upstairs). The subject property is located at 501 North Aspen Street (Parcel ID 20343).

Jean Derby, Planning Director

- 3c ZTA-3-2023 - Application from Troy Motz requesting a Zoning Text Amendment of Section 153.031 (Definitions) of the Unified Development Ordinance. The proposed text amendment would change the definition of Express Fuel/Mini Mart to allow for 5,000 square feet of gross floor area instead of 3,600 square feet.

Jean Derby, Planning Director

- 3d CZ-8-2023 - Application from Troy Motz requesting a conditional district rezoning of 8.5 acres of land from PB to GB-CD for the purpose of constructing a Express Fuel/Mini Mart. The subject property is located on the south side of West NC 27 Highway at the intersection of West NC 27 Highway and West NC 150 Highway (Parcel ID 21380).

Jean Derby, Planning Director

4. REGULAR AGENDA

- 4a BA-06-23 Approval of an amendment to the Annual Budget Ordinance for the fiscal year ending June 30, 2024.

Pamela McBryde, Finance Director

- 4b C-11-23 Approval of ATT contract for redundant links for city facilities

Chris Jones, Technology & Innovation Director

- 4c Appt-01-23 / C-12-23 Appointment of City Attorney & Contract Agreement

Ed Hatley, Mayor

- 4d Approval of Fire Department's request to submit an application for matching grant (50/50) to the NC League of Municipalities Safety Grant Program

Ryan Heavner, Fire Chief

- 4e O-10-23 Amendment to the City of Lincolnton Code of Ordinances Parking Schedule in the 100 and 200 blocks of Main Street

Ritchie Haynes, City Manager

- 4f Request for property Access - 948 N. Aspen Street (Robert Bosh Tool Corporation)

Ritchie Haynes, City Manager

- 4g C-13-23 Consideration/Approval of Americans with Disabilities Transition Plan Proposal

Ritchie Haynes, City Manager

- 4h O-11-23 Adoption of Ordinance Amending the City of Lincolnton Code of Ordinances - Title IX: General Regulations. Adding Chapter 100: Urban Camping and Improper Use of Public and Private Places**

Ritchie Haynes, City Manager

- 4i Request from Local Churches to Declare Cemetery A Historic Designation/National Landmark**

Ed Hatley, Mayor

5. OTHER BUSINESS

- 5a Manager's Update/Activity Report**

NEWS MEDIA

6. CLOSED SESSION

ADJOURNMENT

REGULAR MEETING – JUNE 29, 2023

The Mayor and City Council met in regular session on Thursday, June 29, 2023 at 7:00 p.m. in the Council Chambers of City Hall located at 114 West Sycamore Street, Lincolnton North Carolina.

Mayor Ed Hatley opened the meeting, asking everyone to stand for a moment of silence before leading the Pledge of Allegiance.

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

Councilmember Tipton made a motion to approve the *CONSENT AGENDA* as follow:

- Meeting Minutes - June 1, 2023 Regular Meeting

Members voted 4-0 in favor of the motion.

Public Comment

Mr. Trent Mason spoke to the success of the recently held Juneteenth event, as well as the upcoming July 4th Celebration, during the public comment portion of the meeting.

SPECIAL RECOGNITIONS

Prior to moving on to the public hearings, both Finance Director Pam McBryde and City Attorney T.J. Wilson, Jr. were acknowledged. City Manager Ritchie Haynes recognized and congratulated Ms. McBryde for recently completing the Municipal and County Administration (MCA) program at the UNC School of Government.

Mayor Ed Hatley presented retiring City Attorney T. J. Wilson with a plaque of appreciation for his dedicated service to the City. Mr. Wilson has been the city attorney since 2007.

PUBLIC HEARING

CZ-4-2023

Application from Carolina Elite Builders, LLC requesting a Conditional District Rezoning of 10.637 acres of land from General Manufacturing and Commercial (GMC) District to Residential-25 Conditional District (R-

25 CD) for the purpose of constructing nine (9) single family dwellings.
The subject property is located on both South Grove Street Ext. and
Burris Blvd. (Parcel ID 54844).

Mayor Ed Hatley opened the public hearing as Planning Director Jean Derby prepared to review the request. Ms. Derby reviewed the request, noting it being very similar to the request that was approved at the June 1st council meeting. She noted subject property as currently vacant and listed the land uses in the area. A current zoning map, an aerial view and street views were all presented. Ms. Derby continued speaking, informing that if approved the Land Use Plan would be amended. She stated that while inconsistent with the Land Use Plan, because of the amount of surrounding residential area, staff feels that it would be reasonable to amend the Land Use Plan.

Both the site plan and the project details were reviewed which revealed the applicants plans to build nine (9) single-family homes with a range of lot sizes from 0.57 acres to 2.24 acres. Ms. Derby noted the one Staff Review Committee comment being that erosion control plans must be submitted to and approved by Lincoln County Soil and Erosion prior to development.

Ms. Derby noted that Planning Board voted 5-0 in favor of the project and listed staff and Planning Board Recommendations as follows:

- 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 received 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

The applicant, Mr. Igor Shiper was in attendance and briefly addressed council regarding his plans for the project. He answered several questions from council members regarding the size of the homes and confirmed that the project will be single family homes.

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

Councilmember Demeny made a motion to approve as recommended by staff. Members voted 4-0 in favor of the motion.

CZ-5-2023

Application from Bean Brothers Real Estate LLC requesting revisions to an approved conditional zoning plan (CZ-10-22). The applicant is requesting approval to change the plan in regards to fence location, screening requirements, and landscaping requirements. The subject property is located at the southeast corner of Reepsville Road and Lore Road (Parcel ID 00512)

Mayor Ed Hatley opened the public hearing and recognized Planning Director Jean Derby to review the request. Ms. Derby began by providing some background information and history on the current zoning. She explained that because this approved rezoning was to a conditional zoning District the property can only be used for the specified use in accordance with the approved site plan and any major modification or change in use requires approval by city council through a public hearing process. She listed the details of the approved rezoning, providing an overview of the property prior to the project, as well as street and aerial views of the property before project work and currently.

Ms. Derby referenced the letter submitted by the applicant regarding the delinena he now faces due to the improper installation of fencing on the site. Ms. Derby explained that the approved site plan was not followed, which has caused several direct violations to the City's Land Use Ordinance, as well as Water Supply Watershed protection ordinance as required by the state. She informed council that a local government that fails to adopt or willfully fails to administer or enforce shall be subject to civil penalties.

In conclusion, Ms. Derby informed that Planning Board voted 4-1 in favor of denying the request. She stated staffs feeling that while two of the requests are reasonable amendments, the others would be in direct conflict with the Unified Development Ordinance and the North Carolina General Statues. Therefore staff recommended denial of the amendment of the conditional zoning site plan and to allow a time frame of 60 days for the applicant to come into compliance.

There was some discussion among council, all agreeing that approving the applicants request would be a violation of both the City's local ordinance and the State Statute, leaving them no choice but to deny the request to amend the approved conditional site plan.

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

Councilmember Demeny made a motion to deny the request as recommended by staff and Planning Board. Members voted 4-0 in favor of the motion.

ZTA-2-2023
Zoning Text Amendments to Chapter 153 Unified Development Ordinance

Planning Director Jean Derby presented proposed amendments to the Unified Development Ordinance. Ms. Derby explained these changes as administrative things that were missed when work was being done on the 160D amendment to the UDO. She listed staff recommends as follows:

- Recommend approval of zoning text amendments to the UDO
- Approve the statement of consistency for approval of request

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

Councilmember Poinsette made a motion to approve Zoning Text Amendments as recommended by staff.

BA-04-23
Approval of an amendment to the Annual Budget Ordinance for the fiscal year ending June 30, 2023

Finance Director Pam McBryde presented the last budget amendment for the fiscal year. She reviewed each of the funds, explaining that the amendment consisted of collection, interest and things over and beyond what has been collected in the past. Ms. McBryde mentioned both the Joshua Lee Warren Foundation grant, as well as a grant for \$10,000.00 from Mr. Joseph Menino, given to the fire department. She did inform that \$460,000.00 was pulled from the City's fund balance for capital outlay projects approved in prior years but were actually completed in this fiscal year.

Ms. McBryde directed councils attention to section 18 of the amendment which gives her, as the Finance Director, and the City Manager the authorization to make amendments to entries that may result from

adjustments made by auditors, with a report being made to Council at the next scheduled meeting.

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

O-09-23

Amendment to City Code of Ordinances-Chapter 52: Sewers – General Provisions – 52.006 Maintenance of Building Service Line

Business Services Director David Ramsey addressed council to request that the City's Code of Ordinances be amended as follows:

§ 52.006 MAINTENANCE OF **PROPERTY SERVICE LINE(S)**.

(A) The city shall have no responsibility for the cleaning, repairing, replacement, or maintenance of a building sewage line on private property. The property owner is responsible for verifying the condition of his or her service line before the city is called to maintain or repair the service line within public right-of-way.

(B) When determined by the POTW Director that a building sewage line is in poor condition allowing excess ground water or storm water to enter the POTW, the POTW Director shall order the property owner to repair or replace said line.

(Ord. O-01-22, passed 4-7-2022)

€ As determined by the POTW Director or his designee: in the case of sewer overflow, disrepair, and/or multiple houses tied to the same private line the property owner(s) are responsible for the repair/replacement/division of the line.

(D) Property owner(s) will be notified by phone, email, or USPS letter of any issue that needs to be corrected and will be given 14 days to remedy (unless more restriction is needed based on the gravity of the issue). Upon the failure of any such owner or occupant to make the necessary repairs within 14 days the property owner(s) must notify the POTW Director or his designee and submit a plan of action for making repairs which must be approved by city designee(s).

(E) Property owner(s) failure to comply or submit plan of actions will constitute violation and be subject to fines of up to 500.00 per day until repairs are made.

(F) If failure to comply has reached 45 days the city will deem the property a health hazard and all services to that property will be disconnected until repairs and fines have been paid.

Mr. Ramsey explained the reason for the requested changes and why they are needed, primarily due to a number of issues with customer related sewers and sewer leaks.

Councilmember Tipton made a motion to amend the City Code of Ordinances as recommended. Members voted 4-0 in favor of the motion.

Consideration/Approval of Recommended change to Fee Schedule as it pertains to customers who refuse to provide social security numbers when applying for service

Business Services Director David Ramsey addressed the governing board to review the details of the request. Mr. Ramsey explained that although the North Carolina General Statue allows for the collection of Social Security Numbers, customers can refuse to disclose the information as it is voluntary. He explained why it is important for the utility billing department to collect social security numbers and the consequences realized when the number is not on file. Mr. Ramsey stated that if approved, the information will be posted in the utility billing office, on the website and added to all applications when individuals apply for service.

Mr. Ramsey continued, requesting council to allow staff to require double the normal deposit for those individuals that chose not to provide their social security number.

Councilmember Jetton made a motion to approve the recommended changes to the fee schedule. Members voted 4-0 in favor of the motion.

Consideration/Approval of Yearly Compression Adjustment (YCA) Administrative Policy

Human Resources Director Tanya Osborne reminded council members of the recently approved 2023-2024 budget, which included what is being called the Yearly Compression Adjustment. With that being said, Ms. Osborne presented Council with a copy of the Yearly Compression Adjustment (YCA) Administrative Policy. She explained that this policy replaces the Longevity Policy that was determined to be of no use in recruitment or retention. Ms. Osborne presented the policy as follows:

CITY OF LINCOLNTON
ADMINISTRATIVE POLICY

Subject: Yearly Compression Adjustment (YCA)	Manual: Administrative
	Effective Date: July 1, 2023
Policy Number: 18	Revision:
Issued By: Tanya Osborne, Human Resources Director	City Manager Approval: Richard Haynes City Manager

A copy of this policy must be maintained in the City of Lincolnton’s Administrative Manual for each City department and division.

Section I. Intent

The Yearly Compression Adjustment is designed to acknowledge employees will gain valuable experience in their position as they progress through their career. Each additional year in the position gives opportunity for the employee to increase their knowledge and perform their job duties in a more efficient manner. As a method to recognize employees’ growth and increased experience in their position, the City Council has approved a Yearly Compression Adjustment (YCA) of 2%.

Section II. Eligibility

All regular full-time employees are eligible to participate in the Yearly Compression Adjustment (YCA).

Section III. Administration

1. The City operates on a fiscal year budget of July 1 through June 30. The YCA of 2% will normally be made on the second pay date in July of each fiscal year. The City Manager reserves the right to adjust the pay date if necessary.
2. New hires for regular full time positions must have successfully completed at least 6 months of a probationary period prior to July first of the fiscal year to be eligible for the 2% YCA.

The City of Lincolnton Council reserves the right to review all city benefits as necessary, and may delete, modify, enhance or otherwise make changes to this administrative policy as in accordance with local, state and federal law. The continuation of this plan each year is contingent upon the availability of funds.

Councilmember Poinsette made a motion to approve the Yearly Compression Adjustment Administrative Policy. Members voted 4-0 in favor of the motion.

C-10-23

Approval of State Aid to Airports Agreement Between NCDOT and the Lincolnton-Lincoln County Regional Airport Authority

City Manager Ritchie Haynes spoke to the item. Mr. Haynes explained that because of the co-ownership of the Lincolnton-Lincoln County Airport, City Council is required to approve any type of grant applications. . He continued stating that the Airport Authority is requesting Councils approval to apply for a grant for \$2,346,626.00 to complete at large project.

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

OTHER BUSINESS

Manager's Report/ Activity Update

City Manager Ritchie Haynes provided council with a packet of information with updates and important things to remember. He also included two thank you letters received from individuals recognizing several city employees, Officer LaFone and the employees that donate food and money that is given to Asbury Academy. He also recognized employees that have recently received certifications: Taylor Braun- grade A Water Distribution, Colten Gantt - grade 4 North Carolina Collections operator, Justin Elmore - grade 2 North Carolina Collections operator and Tanner Boltin - grade 3 North Carolina Collection Operators. Mr. Haynes also mentioned receiving the 2022 Electricities Safety award, the Sharp Award and the North Carolina Safety Award.

Mr. Haynes directed councils attention to the housing report and the budget overview put together by Finance Director Pam McBryde for their reference. He also included the advertisement for the police chief position, as well as the homelessness report.

In closing, Mr. Haynes recognized and congratulated Mr. Todd Elmore, announcing that he is the new Water Resources Director. Mr. Haynes spoke to Mr. Elmore's accomplishments as a city employee, stating that he is looking forward to working with him in his new position.

NEWS MEDIA:

Mr. Mike Powell with the Lincoln Times News was in attendance and had a few questions.

CLOSED SESSION:

In accordance with NCGS 143-318.11(a)(5)(6), Councilmember Christine Poinsette made a motion to enter into closed session to discuss employment contract/address personnel matters. Members voted 4-0 in favor of the motion. Mayor Hatley announced that there would be no action taken while in the Closed Session.

The Mayor and City Council members returned to open session. City Manager Ritchie Hayne requested permission to fund a request from the Lincoln County Historical Association. Council member Christine Poinsette also made a recommendation for the city council to authorize the purchase of a brick in support of the new women's shelter (Amy's House). Members voted 4-0 in favor of the recommendation. It was agreed that City Manager Ritchie Haynes would decide on the specifics.

ADJOURNMENT:

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

**DAPHNE INGRAM, CMC
CITY CLERK**

**ED HATLEY
MAYOR**



Lincoln County Board of Commissioner's Agenda Item Cover Sheet

Board Meeting Date:	August 3, 2023	Agenda Item Type:	Consent Agenda:	☒	Public Hearing:	☐	Regular Agenda:	☐
Submitting Person:	Susan Sain Tax Administrator	Presentation Time (est):						
		Phone Number/Ext:	704-736-8540					
Presenter at Meeting:	Susan Sain Tax Administrator	Email:	ssain@lincolncounty.org					
		Phone Number/Ext:	704-736-8540					
Submitting Department:	Tax Department	Email:	ssain@lincolncounty.org					
		Department Head Approval:	<i>Susan Sain</i>					
Description of Agenda Item:								
Releases of \$100 or more for approval by City Council Release dates of June 16, 2023 through July 15, 2023								
Background & Basis of Recommendations:								
Action/Recommendations:								
Approve								
Time Sensitivity (none or explain):								
Budget Impact (if applicable):								
List of Attachments (if any):		(1) pages of releases \$100 or more						

LINCOLN COUNTY
TAX DEPARTMENT

REQUEST FOR RELEASES

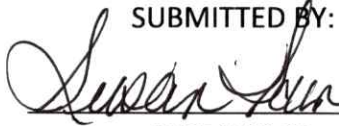
1

PERIOD COVERED
JUNE 16, 2023 THROUGH JULY 15, 2023

ALL RELEASES OVER \$100

NAME	YEAR	DISTRICT	A/C NUMBER	AMOUNT	REASON
Alva Logistics Inc	2023	22	0288244	\$116.56	Totaled in 2019
Jeremy & Alex Trucking Inc	2020-2023	22	0253314	\$650.31	Totaled in 2019
			Total	\$766.87	

SUBMITTED BY:



SUSAN SAIN

DATE:

7-17-2023

TAX ADMINISTRATOR

APPROVED BY:

DATE:

RICHARD HAYNES

CITY MANAGER



LINCOLNTON
AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council
Date: August 3, 2023
From:
Subject: Adoption of Resolution accepting the offer for the American Rescue Plan Funding - 2022 Water AIA Project

Summary:

Background:

Fiscal Impact:

Recommendation:

Attachments:

1. R-09-23 - 2022 Water AIA Project
2. 2022 Water AIA Project

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
Vacant

RESOLUTION BY THE LINCOLNTON CITY COUNCIL
OF THE CITY OF LINCOLNTON

WHEREAS, the American Rescue Plan (ARP) funded from the State Fiscal Recovery Fund was established in S.L. 2021-180 to assist eligible units of government with meeting their water/wastewater infrastructure needs, and

WHEREAS, the North Carolina Department of Environmental Quality has offered American Rescue Plan (ARP) funding in the amount of **\$100,000** to perform an Asset Inventory and Assessment study detailed in the submitted application for the **2022 Water AIA Project – Project No. AIA-D-ARP-0243**, and

WHEREAS, The City of Lincolnton intends to perform said project in accordance with the agreed scope of work,

NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE CITY OF LINCOLNTON:

That the City of Lincolnton, the **Applicant**, does hereby accept the American Rescue Plan (ARP) offer of **\$100,000**.

That the **City of Lincolnton** does hereby give assurance to the North Carolina Department of Environmental Quality that and Conditions or Assurances contained in the Award Offer will be adhered to.

That **Richard Haynes, City Manager**, the **Authorized Official**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project; to make the assurances as contained above; and to execute such other documents as may be required by the Division of Water Infrastructure.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants pertaining thereto.

Upon motion duly made by Councilmember _____, and unanimously approved, the above resolution was duly adopted this the _____ day of _____, 2023 at Lincolnton City Hall in Lincolnton, North Carolina by the Lincolnton City Council.

(Signature of Chief Executive Officer)

Ed Hatley, Mayor

ATTEST:

Daphne Ingram, City Clerk

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting Secretary of the City of Lincolnton does hereby certify: That the attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Lincolnton City Council of the City of Lincolnton duly held on the _____ day of _____, 2023; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2023.

(Signature of Recording Officer)

(Title of Recording Officer)

ROY COOPER

Governor

ELIZABETH S. BISER

Secretary

SHADI ESKAF

Director



NORTH CAROLINA
Environmental Quality

June 21, 2023

Mr. Richard Haynes, City Manager
City of Lincolnton
PO Box 617
Lincolnton, NC 28093-0617

SUBJECT: Offer & Acceptance for American Rescue
Plan Funding
City of Lincolnton
2022 Water AIA Project
Project No. AIA-D-ARP-0243
UEID No. FNY4DX6HM3C3

Dear Mr. Haynes:

The City of Lincolnton has been approved for American Rescue Plan (ARP) funding from the State Fiscal Recovery Fund in the amount of **\$100,000** for an Asset Inventory and Assessment (AIA) study. Projects funded from the State Fiscal Recovery Funds established in S.L. 2021-180/S.L. 2022-74 must meet applicable federal law and guidance for the ARP funds.

Enclosed are two (2) copies of an offer-and-acceptance document, extending ARP funding in the amount of \$100,000. This offer is made by the Division of Water Infrastructure (DWI), subject to the assurances and conditions set forth in the enclosed offer-and-acceptance document. Funds will not be disbursed unless this offer is accepted.

Upon your acceptance, please submit the following items to Pam Whitley, via email at Pam.Whitley@deq.nc.gov, or via mail at Division of Water Infrastructure (DWI), 1633 Mail Service Center, Raleigh, North Carolina 27699-1633:

1. One (1) copy of the original offer-and-acceptance document, executed by the Authorized Representative for the project, along with the signed "Standard Conditions and Assurances" for ARP Projects. **Please retain the second copy for your files.**
2. A resolution (sample copy attached), adopted by the governing body, accepting the offer, and making the applicable assurances contained therein.
3. Sales Tax Certification, if applicable (attached).
4. ARPA Engineering Services Procurement Certification (attached).



North Carolina Department of Environmental Quality | Division of Water Infrastructure
512 N. Salisbury Street | 1633 Mail Service Center | Raleigh, North Carolina 27699-1633
919.707.9160

5. One (1) copy of all executed service agreements and/or contracts.

All work associated with this project must be completed within 24 months of the date of this letter.

Once the subject project has commenced, the enclosed "reimbursement request form" must be completed and submitted with all reimbursement requests. You are free to reproduce this form should additional copies be needed. Additional information and template forms can be found on DWI's website under the "I Have Funding – Construction and Reimbursement" page. Reimbursement requests should be sent to Shane Beeson, your Viable Utility Unit Project Manager, at the address noted.

As a reminder, a memorandum requesting your federal identification number was included with the Letter of Intent to Fund. You must complete and submit this no later than the time when you choose to submit your first request for reimbursement.

On behalf of the Department of Environmental Quality, I am pleased to extend this offer of ARP funds, made available by the North Carolina Fiscal Recovery Fund. Should you have any questions concerning this offer of funding, or any of the stipulations outlined in this offer package, please contact Shane Beeson at shane.beeson@deq.nc.gov or 919-707-3614.

Sincerely,

DocuSigned by:
Victor D'Amato
52CD62E9DA6B44F...
Victor A. D'Amato, PE
Division of Water Infrastructure, NCDEQ

Enclosures: Offer-and-Acceptance Document (2 copies)
Resolution by Applicant's Governing Body to Accept an Offer of Funding
Sales-Tax Certification Form
ARPA Engineering Services Procurement Certification
Reimbursement Request Form

CC: Richard Haynes, rhaynes@lincolntonnc.org
Nicole Johnston, Burch Environmental, LLC (Hickory, NC),
nicole.johnston14@gmail.com
Jennifer House (via email)
DWI Administrative Unit (via email)
Shane Beeson (via email)
Matthew Rushing, EI (via email)
FILE: ARPA Project File (**COM_LOX**)





LINCOLNTON
AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council
Date: August 3, 2023
From:
Subject: Adoption of Resolution accepting the Offer for the American Rescue Plan Funding - 2022 Waste Water AIA Project

Summary:

Background:

Fiscal Impact:

Recommendation:

Attachments:

1. R-10-23 - 2022 Wastewater AIA Project
2. Wastewater AIA Project

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
Vacant

RESOLUTION BY THE LINCOLNTON CITY COUNCIL
OF THE CITY OF LINCOLNTON

WHEREAS, the American Rescue Plan (ARP) funded from the State Fiscal Recovery Fund was established in S.L. 2021-180 to assist eligible units of government with meeting their water/wastewater infrastructure needs, and

WHEREAS, the North Carolina Department of Environmental Quality has offered American Rescue Plan (ARP) funding in the amount of **\$300,000** to perform an Asset Inventory and Assessment study detailed in the submitted application for the **2022 Wastewater AIA Project – Project No. AIA-W-ARP-0242**, and

WHEREAS, The City of Lincolnton intends to perform said project in accordance with the agreed scope of work,

NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE CITY OF LINCOLNTON:

That the City of Lincolnton, the **Applicant**, does hereby accept the American Rescue Plan (ARP) offer of **\$300,000**.

That the **City of Lincolnton** does hereby give assurance to the North Carolina Department of Environmental Quality that and Conditions or Assurances contained in the Award Offer will be adhered to.

That **Richard Haynes, City Manager**, the **Authorized Official**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project; to make the assurances as contained above; and to execute such other documents as may be required by the Division of Water Infrastructure.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants pertaining thereto.

Upon motion duly made by Councilmember _____, and unanimously approved, the above resolution was duly adopted this the _____ day of _____, 2023 at Lincolnton City Hall in Lincolnton, North Carolina by the Lincolnton City Council.

(Signature of Chief Executive Officer)

Ed Hatley, Mayor

ATTEST:

Daphne Ingram, City Clerk

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting Secretary of the City of Lincolnton does hereby certify: That the attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Lincolnton City Council of the City of Lincolnton duly held on the _____ day of _____, 2023; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2023.

(Signature of Recording Officer)

(Title of Recording Officer)

ROY COOPER
Governor

ELIZABETH S. BISER
Secretary

SHADI ESKAF
Director



June 21, 2023

Mr. Richard Haynes, City Manager
City of Lincolnton
PO Box 617
Lincolnton, NC 28093-0617

SUBJECT: Offer & Acceptance for American Rescue
Plan Funding
City of Lincolnton
Wastewater AIA Project
Project No. AIA-W-ARP-0242
UEID No. FNY4DX6HM3C3

Dear Mr. Haynes:

The City of Lincolnton has been approved for American Rescue Plan (ARP) funding from the State Fiscal Recovery Fund in the amount of **\$300,000** for an Asset Inventory and Assessment (AIA) study. Projects funded from the State Fiscal Recovery Funds established in S.L. 2021-180/S.L. 2022-74 must meet applicable federal law and guidance for the ARP funds.

Enclosed are two (2) copies of an offer-and-acceptance document, extending ARP funding in the amount of \$300,000. This offer is made by the Division of Water Infrastructure (DWI), subject to the assurances and conditions set forth in the enclosed offer-and-acceptance document. Funds will not be disbursed unless this offer is accepted.

Upon your acceptance, please submit the following items to Pam Whitley, via email at Pam.Whitley@deq.nc.gov, or via mail at Division of Water Infrastructure (DWI), 1633 Mail Service Center, Raleigh, North Carolina 27699-1633:

1. One (1) copy of the original offer-and-acceptance document, executed by the Authorized Representative for the project, along with the signed "Standard Conditions and Assurances" for ARP Projects. **Please retain the second copy for your files.**
2. A resolution (sample copy attached), adopted by the governing body, accepting the offer, and making the applicable assurances contained therein.
3. Sales Tax Certification, if applicable (attached).
4. ARPA Engineering Services Procurement Certification (attached).



North Carolina Department of Environmental Quality | Division of Water Infrastructure
512 N. Salisbury Street | 1633 Mail Service Center | Raleigh, North Carolina 27699-1633
919.707.9160

5. One (1) copy of all executed service agreements and/or contracts.

All work associated with this project must be completed within 24 months of the date of this letter.

Once the subject project has commenced, the enclosed "reimbursement request form" must be completed and submitted with all reimbursement requests. You are free to reproduce this form should additional copies be needed. Additional information and template forms can be found on DWI's website under the "I Have Funding – Construction and Reimbursement" page. Reimbursement requests should be sent to Shane Beeson, your Viable Utility Unit Project Manager, at the address noted.

As a reminder, a memorandum requesting your federal identification number was included with the Letter of Intent to Fund. You must complete and submit this no later than the time when you choose to submit your first request for reimbursement.

On behalf of the Department of Environmental Quality, I am pleased to extend this offer of ARP funds, made available by the North Carolina Fiscal Recovery Fund. Should you have any questions concerning this offer of funding, or any of the stipulations outlined in this offer package, please contact Shane Beeson at shane.beeson@deq.nc.gov or 919-707-3614.

Sincerely,

DocuSigned by:
Victor D'Amato
52CD62E9DA6B44F...
Victor A. D'Amato, PE
Division of Water Infrastructure, NCDEQ

Enclosures: Offer-and-Acceptance Document (2 copies)
Resolution by Applicant's Governing Body to Accept an Offer of Funding
Sales-Tax Certification Form
ARPA Engineering Services Procurement Certification
Reimbursement Request Form

CC: Richard Haynes, rhaynes@lincolntonnc.org
Nicole Johnston, Burch Environmental, LLC (Hickory, NC),
nicole.johnston14@gmail.com
Jennifer House (via email)
DWI Administrative Unit (via email)
Shane Beeson (via email)
Matthew Rushing, EI (via email)
FILE: ARPA Project File (**COM_LOX**)



North Carolina Department of Environmental Quality | Division of Water Infrastructure
512 N. Salisbury Street | 1633 Mail Service Center | Raleigh, North Carolina 27699-1633
919.707.9160



Lincolnton NC

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Public Hearing Staff Analysis
CZ-6-2023
1221 East Pine Street
PID 20471

Location

1221 East Pine Street
PID 20471

Zoning

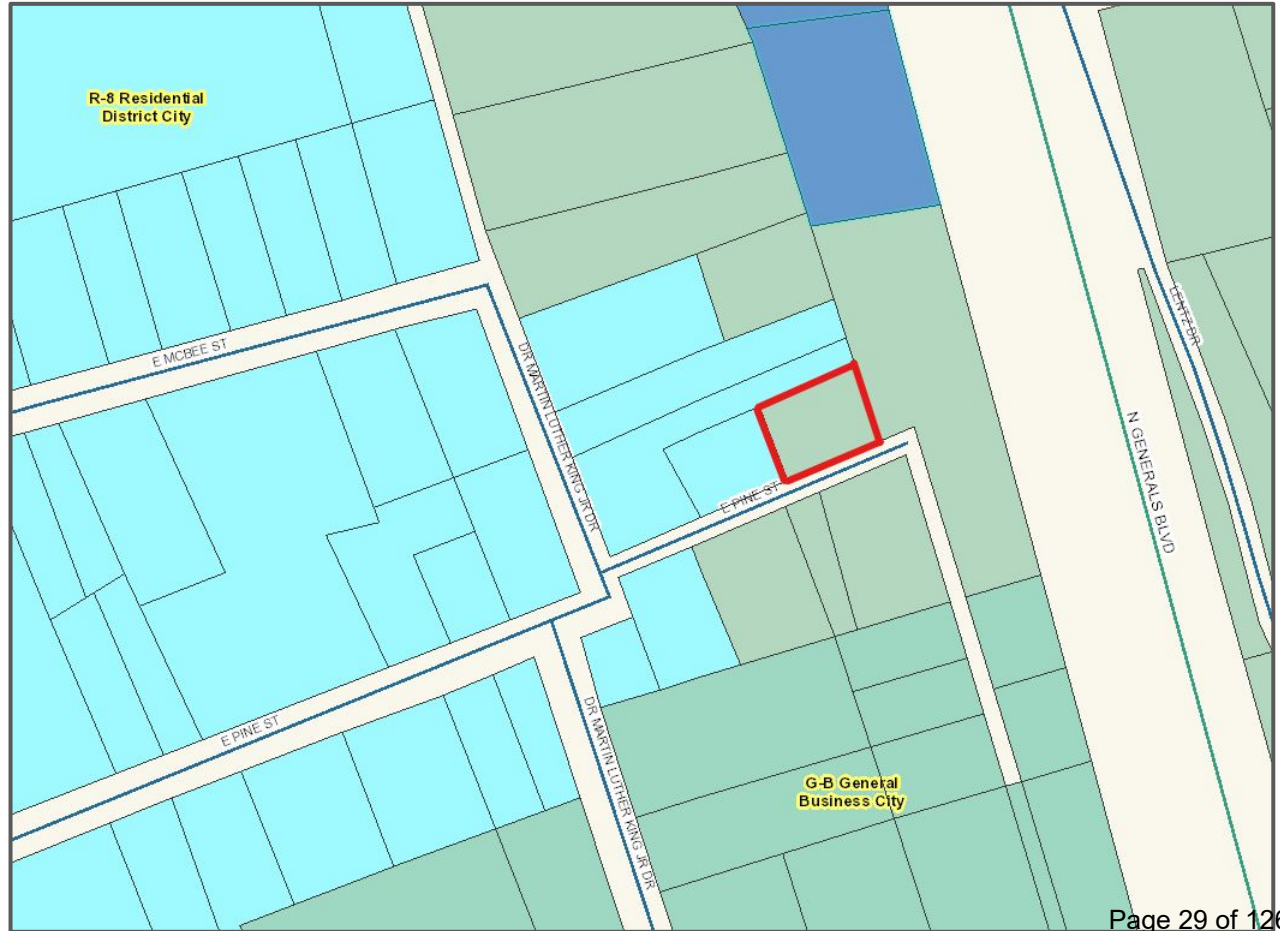
Existing: PB Proposed: R-8

Use

Existing: The site is currently undeveloped.
Proposed: Two Family Residential

Request Summary

The applicant is requesting to change the zoning of the .139 acre parcel from Planned Business to Residential-8 to build a two family home.



PROJECT AREA



SITE INFO AND BACKGROUND

Site Summary

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

Permitted Uses Under Current Zoning

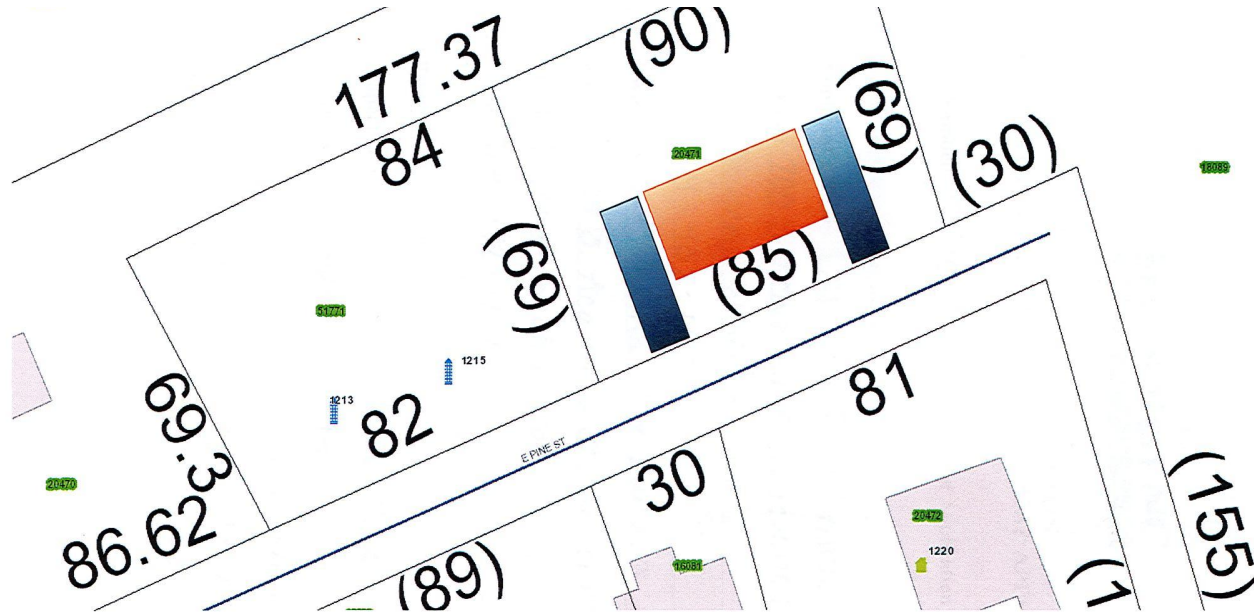
Retail stores, appliance/appliance repair shop, gas station, office building, second hand store, barber or beauty shop, laundry mat, dry cleaner. These are examples of permitted uses. There are over 82 permitted uses in the Planned Business zoning district. Permitted use means it does not come to council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



STREET VIEWS



SITE PLAN



Depth of Duplex – 28 feet
Width of Duplex – 46 feet
Distance from Property Lines – Matched with Neighboring Lot 1213-1215 E Pine Street
Rear 29 feet
Sides 19 feet
Front 12 feet

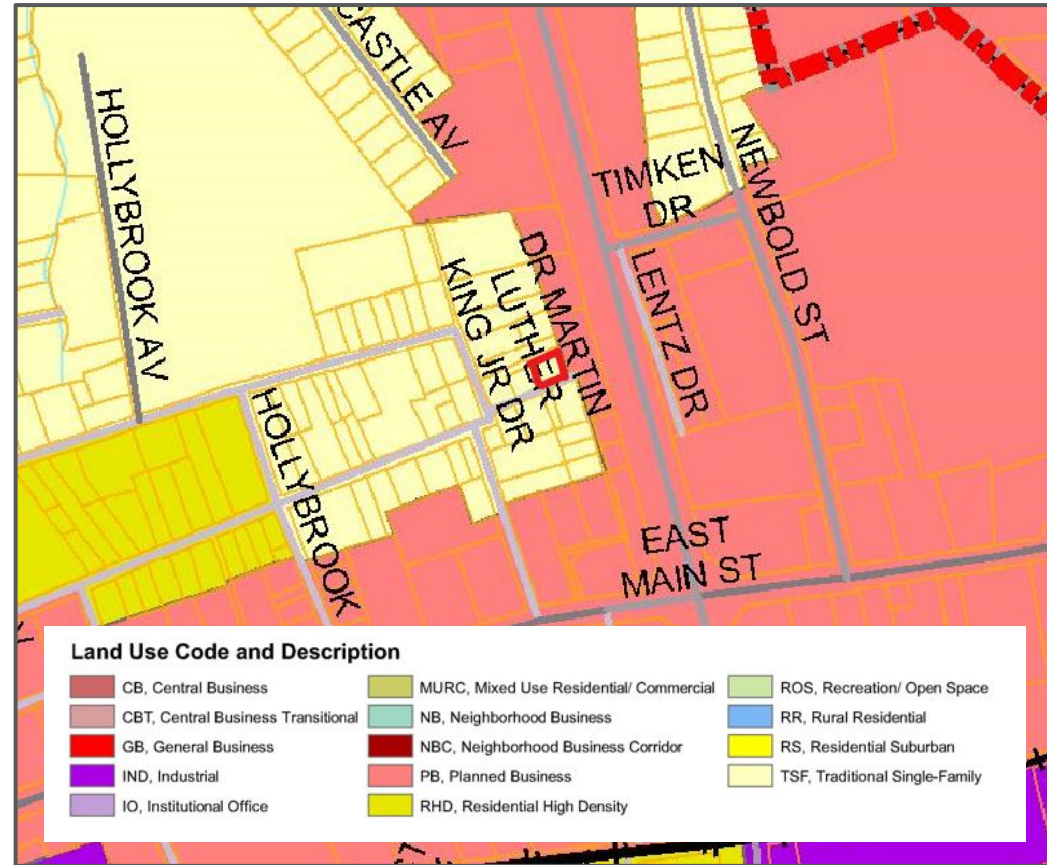
LAND USE PLAN

LAND USE PLAN COMPLIANCE

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

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

When you look at the current zoning versus the land use map, there are multiple residential properties in this area that are zoned GB but in the Traditional Single-Family Planning Area. The current zoning is not consistent with the Land Use Plan. However, if the property were rezoned to a residential use, it would then be consistent with the Land Use Plan.



Planning Department

- On the front setback, they will need to push it back to 15 feet.
- Coordinate with City Electric Department for pole setup/mark property lines
- Coordinate with Utility Billing for purchase of connections
- Driveway permit required with the City of Lincoln

Fire

- No comments

Public Works

- No comments

NCDOT

- No comments

Soil and Erosion

- No comments

STATEMENTS

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

Case No. CZ-6-2023
Applicant: Carolina Elite Builders
Parcel ID#: 20471
Location: 1221 East Pine Street
Request: Rezone from PB to R-8

Proposed Consistency and Reasonableness Statement:

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

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

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

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

Case No. CZ-6-2023
Applicant: Carolina Elite Builders
Parcel ID#: 20471
Location: 1221 East Pine Street
Request: Rezone from PB to R-8

Proposed Consistency and Reasonableness Statement:

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

STAFF RECOMMENDATIONS

Planning Board Vote:

7-0 in favor of approval

Staff recommend the following action:

1. Recommend approval of rezoning of the property from PB to R-8
2. Approval of the statement of consistency for approval of the rezoning request
3. Zoning be effective upon receipt of signed conditions of approval



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Public Hearing Staff Analysis
CZ-7-2023
502 N. Aspen Street
PID 20343

SUMMARY

Location

502 N. Aspen Street

Zoning

Existing: R-8

Proposed: R-O

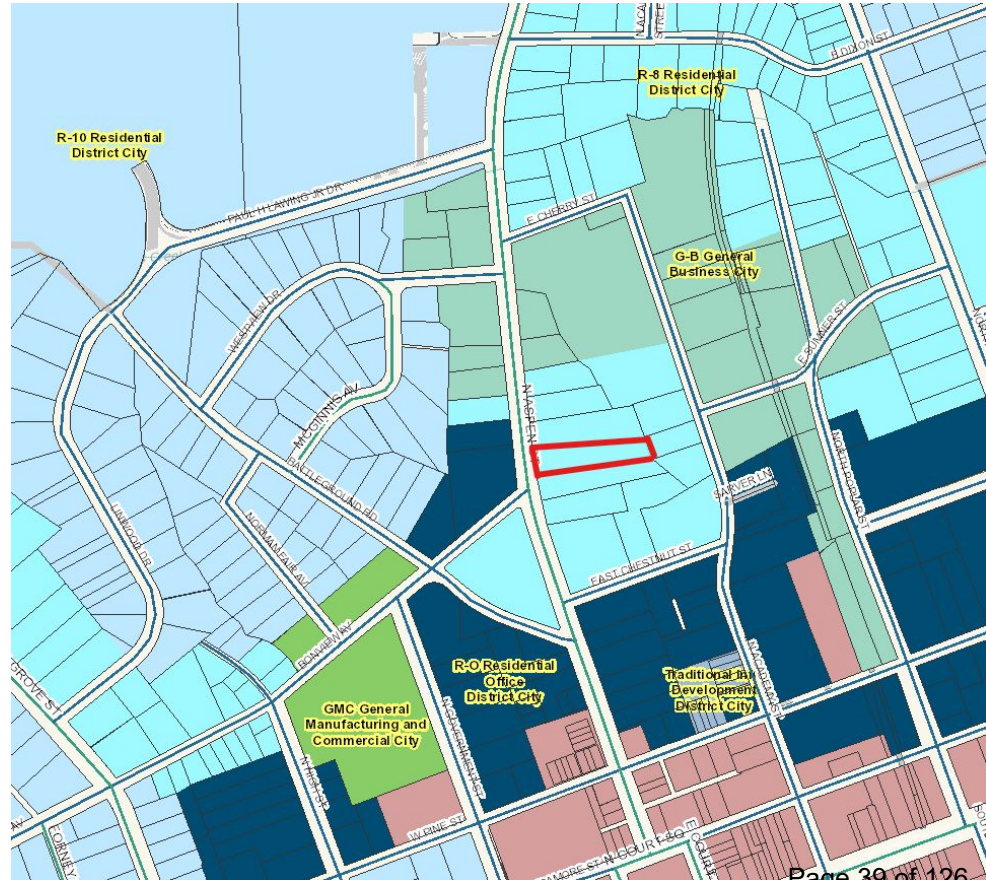
Use

Existing: The site is currently a single family home.

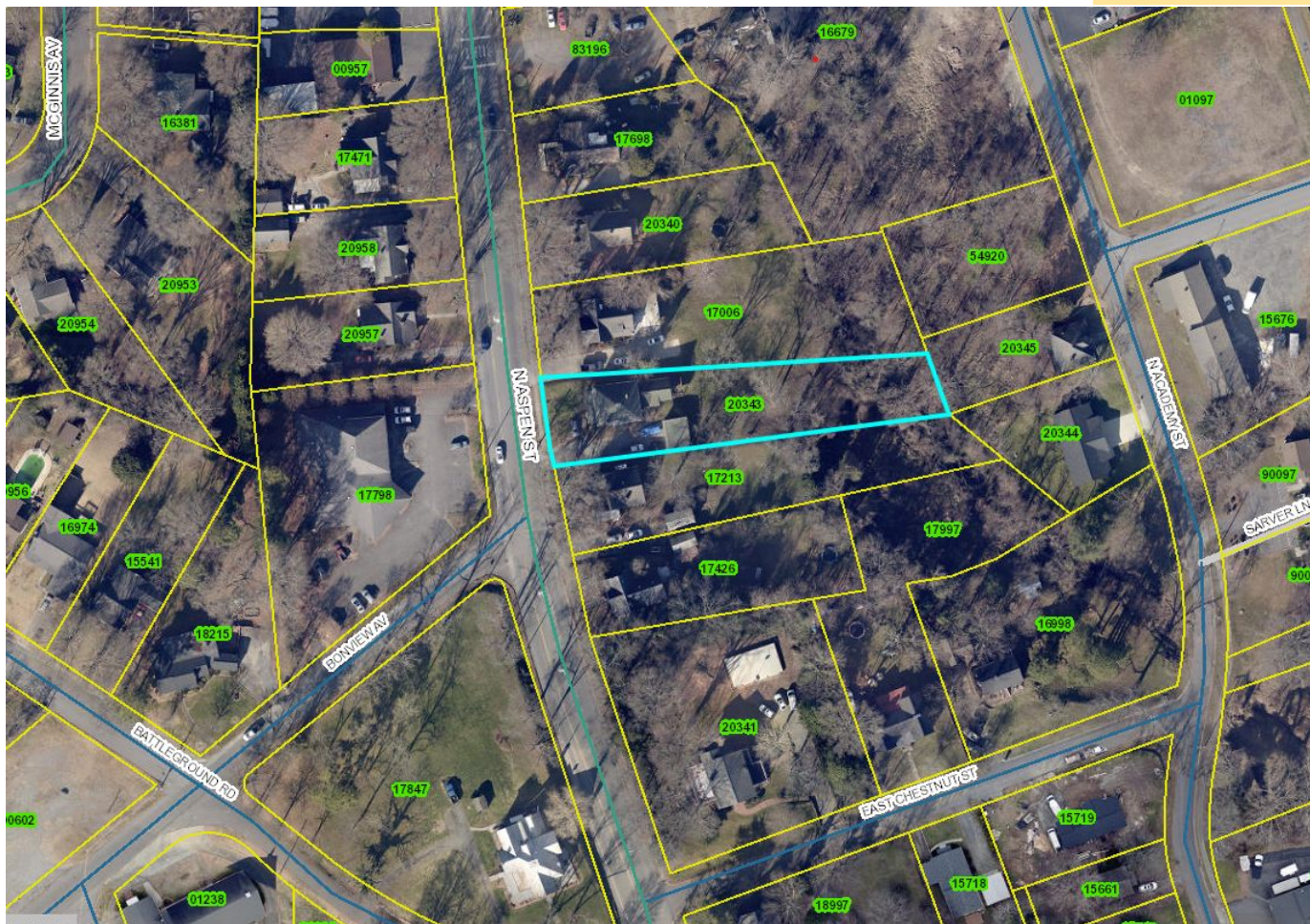
Proposed: home and office

Request Summary

The applicant is requesting to change the zoning of the .519 acre parcel from Residential-8 to Residential Office to use the home as her law office and residence.



PROJECT AREA



SITE INFO AND BACKGROUND

Site Summary

The subject property is a single family home. Land uses in the area include a mixture of residential and commercial uses. The property is surrounded by General Business, Residential Office and Residential-8 zoning.





Adjacent properties to the north



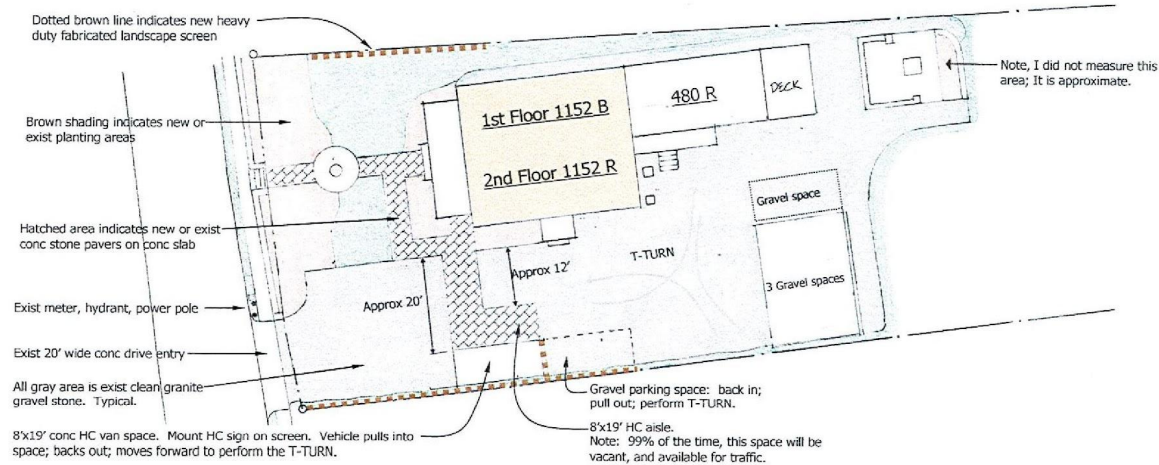
Adjacent properties to the south



Across the street

SITE PLAN

STEPHEN WIDDOWS
1415 Depot Street
Iron Station, N.C. 28080
s@widdows.org
(704) 732-1831
*The secret of the Lord...
is with them that fear Him.*



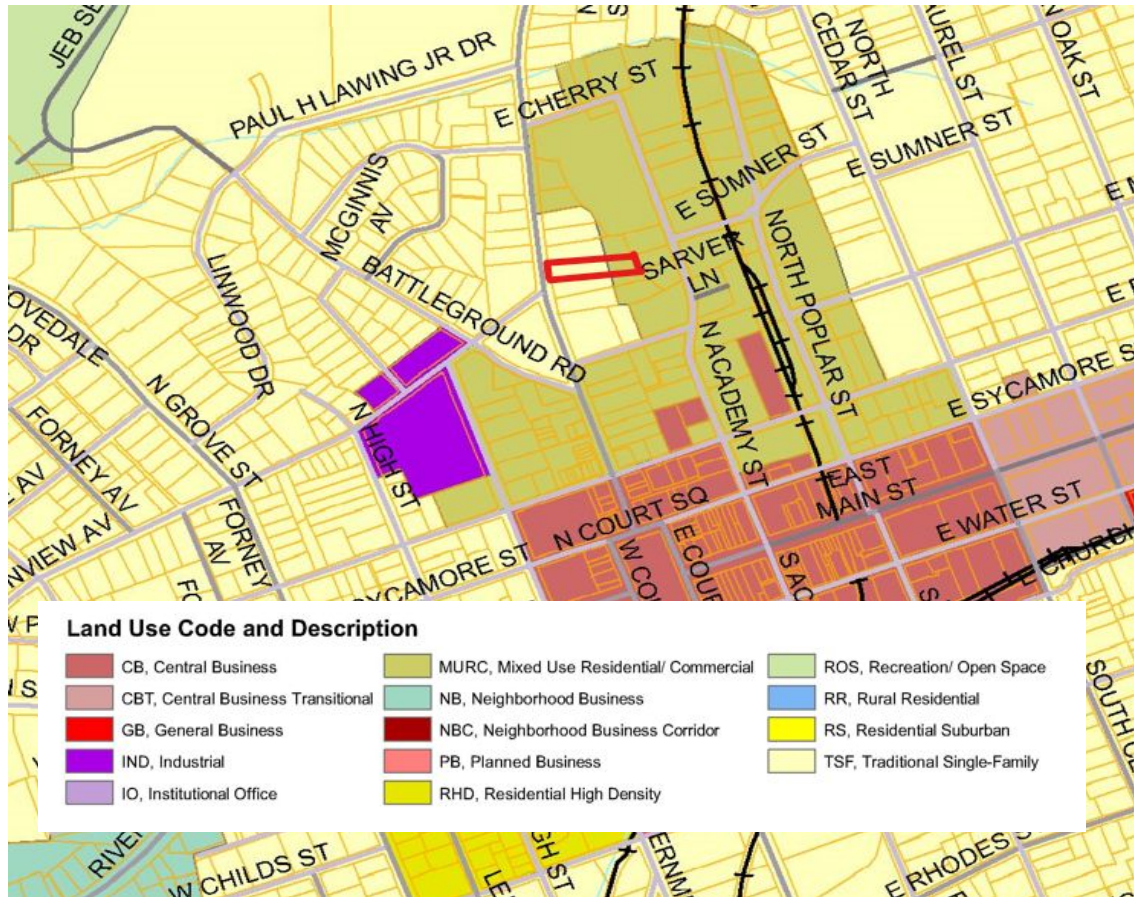
NOTE. A survey has been done. The edge of the gravel and toe of existing grass hill on south property line, - is approximate. Likewise, the location of the building; location of the garage; etc.

PRELIMINARY SITE PLAN 1" = 20'

502 NORTH ASPEN

North

LAND USE PLAN



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

Mixed-Use Residential/Commercial These are planning areas in select, older portions of the City where true "urban villages" consisting of high-density residential uses (both single- and multi-family) and associated small-scale and pedestrian-oriented offices and retail uses may be located. The thrust behind these planning areas is to create areas in which persons are able to both live, work and shop. They are designed to emulate development patterns from the early and mid portions of the twentieth century when reliance on the automobile was not paramount. In order for such a concept to be feasible, an area of significant size must be so designated thus ensuring that there will be ample room for the variety of uses needed to create a "village."

Strategies from the Land Use Plan

STRATEGY R-G1: Encourage mixed-use development (in a more urban manner) in areas other than Downtown.

STRATEGY D-A7: Re-examine the boundaries of the City's "Central Business District" and peripheral areas. Allow "downtown" type residential buildings and settings to develop in areas that are not specifically located in the Downtown Lincolnton core

STAFF COMMENTS

Planning Department

- A landscape plan is required. The street landscaping, as well as the screening between residential and commercial properties, must meet the UDO requirements
- Limit sign area to 16 square feet
- Driveway apron needs to be 15' of pavement from the road a minimum of 24' wide.
- Ordinance requires a 24' driveway, will need to obtain a variance from the Board of Adjustment for a 20' driveway
- Handicap spaces need to meet building code requirements
- Dotted area on the plan that indicates heavy duty fabricated landscape screen would need to be natural plantings or a wooden fence

Fire

- Coordinate with Fire Marshall for compliance with Fire Code. He stated that there would need to be fire separation between residential and commercial floors and a separate egress

Public Works

- After January 1, 2024, may have to pay for a commercial rollout fees

NCDOT

- No driveway permit will be required

STATEMENTS

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

Case No. CZ-7-2023
Applicant: Tracy Calhoun
Parcel ID#: 20343
Location: 502 N. Aspen
Request: Rezone from R-8 to R-O

Proposed Consistency and Reasonableness Statement:

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

The following strategies from the Land Use Plan make this consistent and reasonable:

- to encourage mixed-use development (in a more urban manner) in areas other than Downtown
- to re-examine the boundaries of the City's "Central Business District" and peripheral areas. Allow "downtown" type residential buildings and settings to develop in areas that are not specifically located in the Downtown Lincolnton core

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

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

Case No. CZ-7-2023
Applicant: Tracy Calhoun
Parcel ID#: 20343
Location: 502 N. Aspen
Request: Rezone from R-8 to R-O

Proposed Consistency and Reasonableness Statement:

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

STAFF RECOMMENDATIONS

Planning Board Vote:

7-0 in favor of approval

Planning Board also recommended adding no electronic signs as a condition of approval

Staff recommend the following action:

1. Recommend approval of rezoning of the property from R-8 to R-O
2. Approval of the statement of consistency for approval of the rezoning request
3. Zoning be effective upon receipt of signed conditions of approval



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Public Hearing Staff Analysis
ZTA-3-2023

Amendment to Section 153.031 of the UDO

PROPOSED AMENDMENT TO SECTION

153.031 Definitions

Applicant
Troy Motz

PROPOSED DEFINITION IN SECTION 153.031

EXPRESS FUEL/MINI MART. A one-story retail store ~~containing less than 3,600 square feet of gross floor area~~ that is designed and stocked to sell a large volume of fuel and may also sell prepared and/or packaged foods, beverages, and household and picnic supplies, and automobile incidentals. It is designed to attract and depends upon a large volume of fueling and stop-and-go traffic. Automotive mechanical and/or maintenance services are not provided. Any retail business which generally meets the forgoing description and which sells fuel between the hours of 12:00 midnight and 6:00 a.m. shall be deemed an ***EXPRESS FUEL/MINI-MART.***

REASON FOR THE AMENDMENT

Lot size, setbacks, parking requirements and landscaping dictate the size a structure can be. We don't feel it is necessary to have a square footage in the definition.

STATEMENTS

Staff's Proposed Statement of Consistency for **APPROVAL** of Application

Case No. ZTA-3-2023
Applicant: Troy Motz
Parcel ID#: 21380
Location: W NC 27 Hwy
Request: Amendment to definition

Proposed Consistency and Reasonableness Statement:

The text amendment is consistent with the goal to encourage neighborhood-oriented commercial development that front the City's major and minor thoroughfares.

The change to the UDO is reasonable as it gives property owners more flexibility in how they develop their property.

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

Staff's Proposed Statement of Consistency for **DENIAL** of Application

Case No. ZTA-3-2023
Applicant: Troy Motz
Parcel ID#: 21380
Location: W NC 27 Hwy
Request: Amendment to definition

Proposed Consistency and Reasonableness Statement:

The text amendment is inconsistent with the Land Use Plans strategy to continue to encourage the reuse of existing commercial zoned properties rather than the development of greenfields

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

STAFF RECOMMENDATIONS

Planning Board Vote:

7-0 in favor of approval

Planning Board also recommended striking through one-story in the definition

Staff recommend the following action:

1. Recommend approval of the text amendment
2. Approval of the statement of consistency for approval of the amendment request



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Public Hearing Staff Analysis
CZ-8-2023
W NC Highway 27
PID 21380

SUMMARY

Location

W NC Hwy 27, PID 21380

Zoning

Existing: PB

Proposed:GB-CD

Use

Existing:The site is currently vacant.

Proposed: Express Fuel/Mini Mart

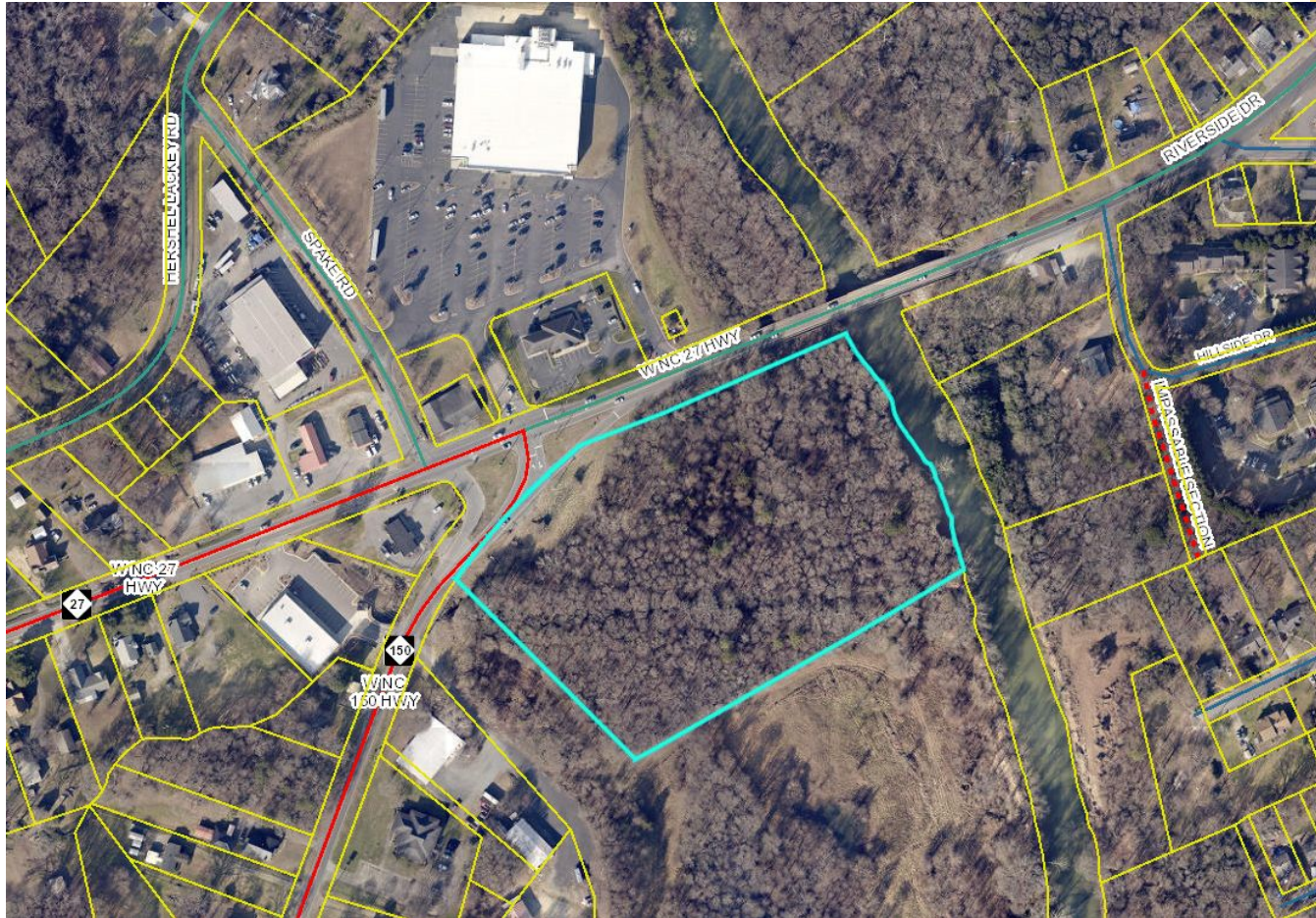
Request Summary

The applicant is requesting to change the zoning of the 8.5 acre parcel from Planned Business to General Business Conditional District for an express fuel/mini mart.

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

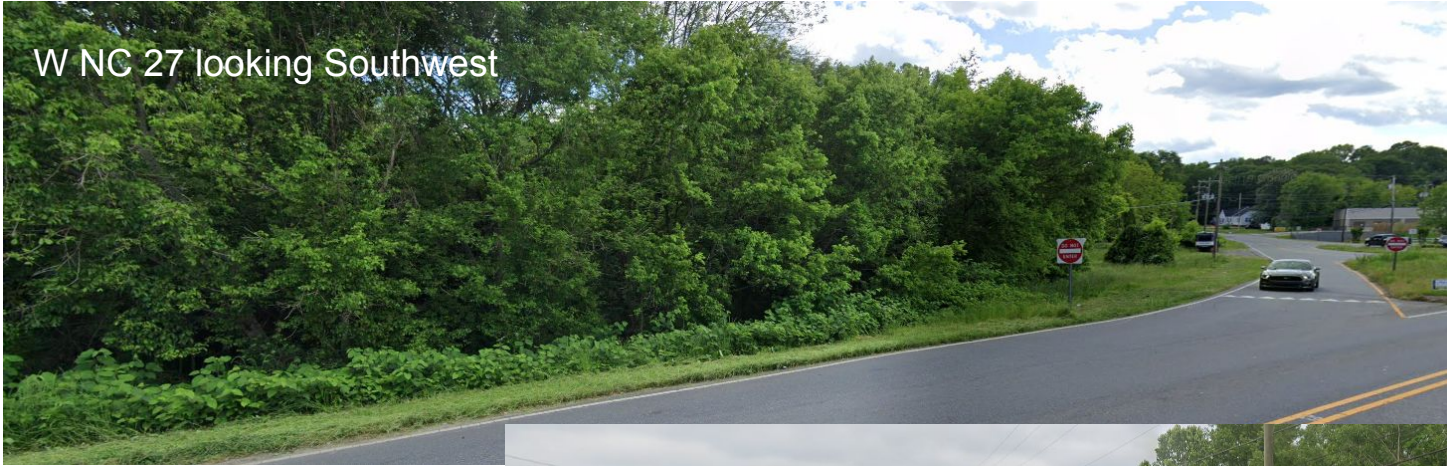


PROJECT AREA



STREET VIEWS

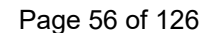
W NC 27 looking Southwest



W NC 150 looking Northeast



SITE PLAN



Example of Project

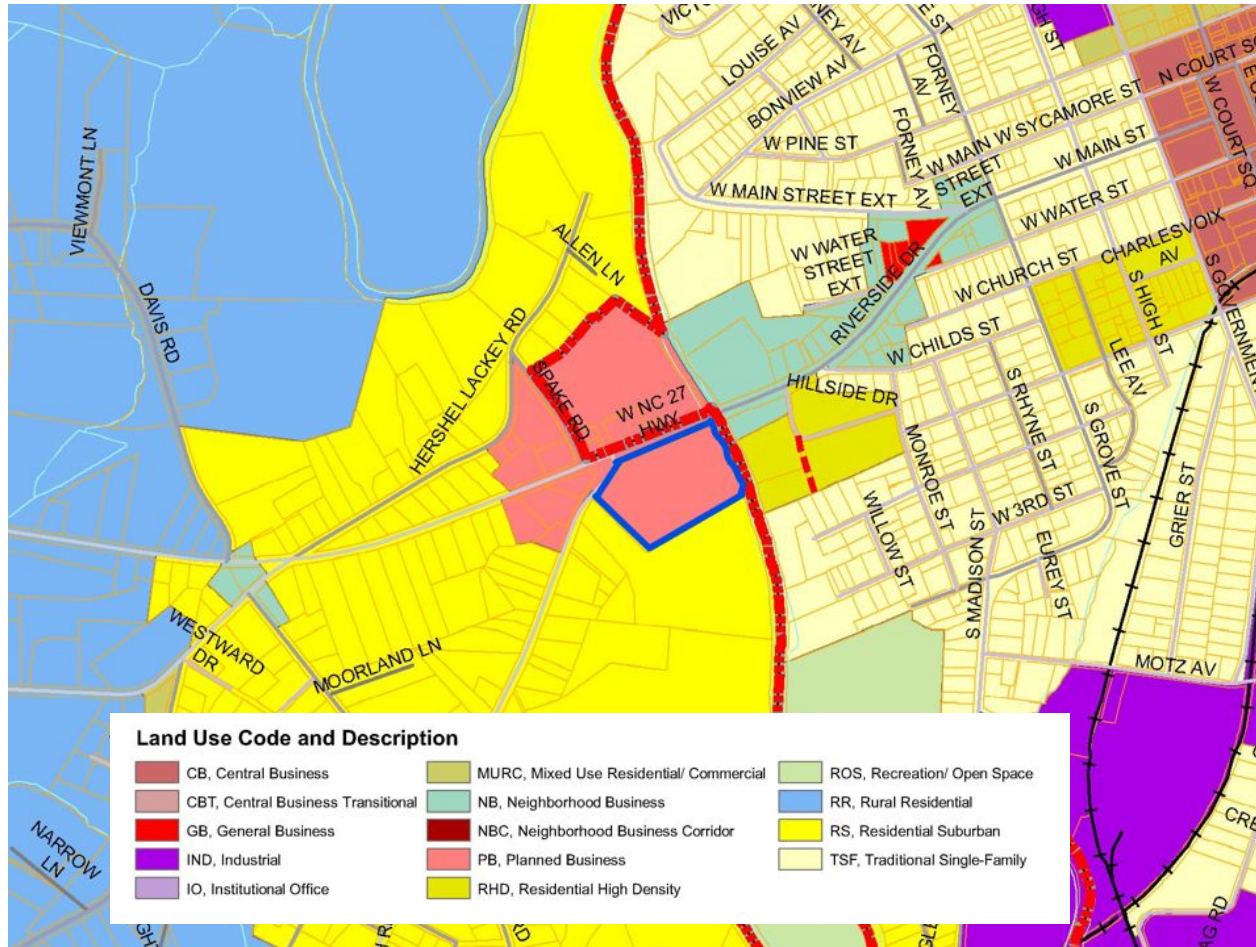
Shell Station, 3561 East NC 27



LAND USE PLAN

The Land Use Plan shows the property in the Planned Business Planning Area. The large majority of commercial uses (outside Downtown Lincolnton) are likely to occur in planned business areas. Planned business areas are designed to be the City's "destination shopping areas." They encompass most larger shopping centers and commercial areas along the City's major corridors.

The rezoning of the property is consistent with the land use plan in the staff's opinion.



Planning Department

- Construction (other than fill) cannot begin until applicant receives Letter of Map Revision Fill from FEMA
- Applicant needs to submit detailed site plans meeting UDO requirements prior to construction
- Applicant needs to submit a detailed landscape plan including street trees, parking lot landscaping and screening
- Applicant needs to submit WSW IVP calculations

Fire

- Coordinate with Fire Marshall for compliance with Fire Code
- Verify location of hydrant, needs to be within 400'

NCDOT

- Needs a driveway permit and will need to extend grass median in NCDOT right of way

Soil and Erosion

- Will need approved soil and erosion plan

Water/Sewer Department

- Will need a 1000 gallon grease trap
- water/sewer plans need to be approved prior to construction

STATEMENTS

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

Case No. CZ-8-2023
Applicant: Troy Motz
Parcel ID#: 21380
Location: W NC 27 Hwy
Request: Rezone from PB to GB

Proposed Consistency and Reasonableness Statement:

The Lincolnnton Land Use Plan designates this property as part of the Planned Business Zoning Area. The proposed rezoning request **is consistent** with the Lincolnnton Land Use Plan.

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

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

Case No. CZ-8-2023
Applicant: Troy Motz
Parcel ID#: 21380
Location: W NC 27 Hwy
Request: Rezone from PB to GB

Proposed Consistency and Reasonableness Statement:

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

STAFF RECOMMENDATIONS

Planning Board Vote:

7-0 in favor of approval

Staff recommend the following action:

1. Recommend approval of rezoning of the property from PB to G-B(CD)
2. Approval of the statement of consistency for approval of the rezoning request
3. Zoning be effective upon receipt of signed conditions of approval



LINCOLNTON
AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council
Date: August 3, 2023
From: Pamela McBryde, Finance Director
Subject: BA-06-23 Approval of an amendment to the Annual Budget Ordinance for the fiscal year ending June 30, 2024.

Summary:

Amend General Fund and the Special Revenue Fund

Background:

Fiscal Impact:

See Attachment

Recommendation:

Motion to approve amendment as presented

Attachments:

1. BA-06-23

CITY COUNCIL

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

**CITY MANAGER**

Richard Haynes
rhaynes@lincolntonnc.org

CITY CLERK

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

CITY ATTORNEY

BA-06-23

BE IT ORDAINED by the Governing Board of the City of Lincolnton, North Carolina, that the following amendment be made to the Annual Budget Ordinance for the fiscal year ending June 30, 2024.

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

General Expense	\$	7,554
Recreation		103,425
	\$	110,979

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

Miscellaneous Other Revenue		95,000
Veterans Banner Project		8,425
	\$	110,979

General Fund: Reverse 6/30/2023 BA for Rail Trail Grant funds to unearned revenue/liability for FYE 6/30/2023. Reverse 6/30/2023 BA for Veterans Banner Project and ESAC deposits to unearned/liability for FYE 6/30/2023.

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

SCIF Grants (Fund 50)	\$	312,174
	\$	312,174

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

SCIF Grants (Fund 50)	\$	312,174
	\$	312,174

Special Revenue Fund: Reverse 6/30/2023 BA to move balance of SCIF grants to unearned revenue/liability.

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

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

TOTAL AMENDMENT \$ 423,153

Adopted this 3rd day of August, 2023

Attest:

Daphne Ingram
City Clerk

Edward L Hatley
Mayor



LINCOLNTON AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council
Date: August 3, 2023
From: Chris Jones, Technology & Innovation Director
Subject: Approval of ATT contract for redundant links for city facilities

Summary:

With the implementation of this product, it will give the city the ability to order and establish data services in a quicker way. Current speed is around 3-6 months to get the connection up and installed. This will bring it down to 4-6 weeks for installation. It will also give us the ability to scale up or down services instantly. It is currently a service order and a contract update that extends the contract terms. This will only be a 36 month standard contract with option to continue at end of term.

This solution will serve as backup links in the event of an outage with the fiber ring. It will also give us access to stretch our service to Station 2 and the new PSC. This service also adds the ability to see all connection information in a dashboard and configure speeds as needed to save on overhead costs. We will only scale in a scenario in which bandwidth is needed. This will also replace our current solution as we fall of contract with that vendor. This is the solution we have been looking for in the event that failover needs to occur.

Background:

With bringing on FirstNet as our mobile provider, it has opened up doors to their portfolio of products. With that comes this solution that offers the ability for the city to scale in instances for data services. It also offers additional hardware that serves as an automatic failover in the event of an outage.

Fiscal Impact:

36 Month Contract

Recommendation:

To proceed with this contract and begin to sunset the current provider as contracts expire and begin to offer services to station 2 in the first phase of buildout.

Attachments:

1. SDN_Ethernet_CONTRACT_ID_6670162
2. Network_Integration_Services_CONTRACT_ID_6670115



Sales Contact Information
COLYER; EVAN
614-535-6944
ec905t@att.com

eSign Fax Cover Sheet

Contract Id: 6670162

To: AT&T Automated Fax Handling Service

From:

Fax: 877-374-4632 or 877-eSignFax

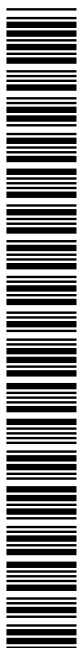
Total Pages: 14
(Excluding Fax Cover Sheet)

Or with Copiers / Scanners w/ email, Send To: esign@att.com

To sign via fax:

1. Sign, Title and Date the document where applicable,
2. Fax back documents in the following order:
 - I. eSign Fax Cover Sheet for Contract Id: 6670162
 - II. All Pages stamped with Contract Id: 6670162
3. If there are additional documents, use the corresponding eSign Fax Cover Sheet(s) as separator(s) and Fax back as in 2.I and 2.II.

(see Picture below)



Request Id: 2869922

Contract Id: 6670162



AT&T MA Reference No. 201211095570UA

AT&T Contract ID No. SDNLALBEFO

**AT&T SWITCHED ETHERNET SERVICESM (with NETWORK ON DEMAND)
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS**

Customer	AT&T
CITY OF LINCOLNTON Street Address: 114 W Sycamore St City: Lincolnton State/Province: NC Zip Code: 28092 Country: USA	The applicable AT&T Service-Providing Affiliate(s)
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Chris Jones Title: Director of IT Street Address: 114 W Sycamore St City: Lincolnton State/Province: NC Zip Code: 28092 Country: USA Telephone: 7047368980 Email: cjones@lincolntonnc.org	Name: Brian Adams Street Address: 4100 Southstream Blvd City: Charlotte State/Province: NC Zip Code: 28217 Country: USA Telephone: 9806357087 Email: brian.adams.4@att.com Sales/Branch Manager: Stichler SCVP Name: Drygas Sales Strata: SLED Sales Region: SE <u>With a copy (for Notices) to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) ☐	
Name: Company Name: Agent Street Address: City: State: Zip Code: Country: USA Telephone: Email: Agent Code	

This Pricing Schedule for the service(s) identified below (Service) is part of the Agreement referenced above.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed Name:	Printed or Typed Name:
Title:	Title:
Date:	Date:
For AT&T internal use only:	Contract Ordering and Billing Number (CNUM):

WK# - TBD Please sign by November 10, 2023.	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____
--	--

**AT&T Switched Ethernet ServiceSM (with Network On Demand)
Pricing Schedule Provided Pursuant to Custom Terms**

1. SERVICES

Service	Service Publication Location
AT&T Switched Ethernet Service SM	https://cpr.att.com/pdf/commonEthServGuide.html
AT&T Switched Ethernet Service SM Third-Party Access (3PA)	https://serviceguidenew.att.com/sg_flashPlayerPage/ASE3PA
AT&T Switched Ethernet (TCAL)	https://serviceguidenew.att.com/sg_flashPlayerPage/ASE
Network on Demand	https://cpr.att.com/pdf/publications/NOD_Guide.pdf
AT&T Inside Wiring	https://cpr.att.com/pdf/publications/ASE_Inside_Wiring_Service_Guide_Attachment.pdf
AT&T Entrance Facility Construction	https://cpr.att.com/pdf/service_publications/EFC_Attachment.pdf

2. PRICING SCHEDULE TERM, EFFECTIVE DATES

Pricing Schedule Term	36 months
Start Date of Minimum Payment Period, per Service Component	Later of the Effective Date or installation of the Service Component
Rate Stabilization per Service Component	Rates as specified in this Pricing Schedule for each Service Component are stabilized until the end of the Pricing Schedule Term.

3. MINIMUM PAYMENT PERIOD

Service Components	Percentage of Monthly Recurring Charge Applied for Calculation of Early Termination Charges	Minimum Payment Period per Service Component
All Service Components	50% plus any unpaid or waived non-recurring charges	36 months

3.1. Minimum Payment Period – Calculation of Early Termination Charges

For services purchased through Network on Demand, the "Monthly Recurring Charge" used for the purposes of computing any applicable termination liability (early termination charges) under the relevant service publication or the customer's master agreement is determined as follows: (i) the total Monthly Recurring Charges payable for the terminated service for the three months prior to the date of termination (or such shorter period as the terminated service had been installed if terminated less than three months after installation), divided by (ii) the number of days in such period, times (iii) 30 days. The Minimum Payment Period for CIR, CoS, or CIR and CoS Packages are coterminous with the Minimum Payment Period of the associated Customer Port Connection; however, early termination charges are not incurred as a result of changes to CIR, CoS, or CIR and CoS Packages while the associated Customer Port Connection is still in service.

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4. ADDS; MOVES; and UPGRADES

Orders for Service Components in excess of quantities listed Attachment A ("Adds") permitted only as specified below:				
Service Components Permitted for Adds	Site(s) Permitted for Adds	Monthly Recurring Rates	Non-recurring Charges	Additional Requirements
All Service Components listed in Attachment A	Site(s) listed in Attachment A	As provided in Section 5	As provided in Section 5, plus any additional special construction charges that may be assessed	Adds must be installed no later than 06 months after Effective Date

4.2. Moves

Per applicable Service Publication

4.3. Upgrades

4.3.1. Upgrades to a Higher Speed

Customers may upgrade their CIR to a higher speed without incurring Termination Charges if such increases do not require physical changes to AT&T's equipment or connections at Customer Site(s). In addition, customers may upgrade their Class of Service without incurring Termination Charges provided the upgrade does not include any reduction in the customer's existing CIR.

4.3.2. Pricing for Service Reconfiguration - Increase in CIR or CoS*

Service Components		Monthly Recurring Rate and Non-recurring Charges
Committed Information Rate (CIR) or Class of Service (CoS) specified in Attachment A		As specified in Attachment A
Committed Information Rate (CIR) or Class of Service (CoS) not specified in Attachment A	55% discount off of the Service Publication monthly recurring rates then in effect for the increased CIR/CoS for the EPP term equal to the Minimum Payment Period of the associated Customer Port Connection, or if no such EPP term exists then the next shorter EPP term	
*only increases which do not require physical changes to AT&T's equipment or connections at Customer Site(s)		

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5. RATES and CHARGES

5.1. AT&T SWITCHED ETHERNET SERVICE – 21-State AT&T ILEC Footprint

5.1.1. Initial Site and Service Configuration

The initial sites and configuration of Services covered under this Pricing Schedule are identified on Attachment A. This Pricing Schedule is Customer's initial order for any new Services shown on Attachment A. Port Connections and CIR/CoS growth components are listed in section 5.1.2.

5.1.2. Monthly Recurring Charges (MRCs)

All Monthly Recurring Charges (MRCs) apply per Customer Port Connection. The total MRC for a Customer Port Connection is the sum of the Customer Port Connection MRC, the Committed Information Rate MRC, and any associated feature MRC(s).

5.1.2.1. Customer Port Connection MRC

COS Type	Port Speed	Approved MRC Price
Basic	100 Mbps / 1 Gbps	\$214.50
Basic	10 Gbps	\$1,401.00
PPCOS	100 Mbps / 1 Gbps	\$214.50
PPCOS	10 Gbps	\$1,401.00

5.1.2.2. Bandwidth MRC

CIR Speeds	Non-Critical High	Business Critical Medium	Business Critical High	Interactive	Real Time	Business Data	Critical Data	MultiMedia Standard	MultiMedia High
2 Mbps	\$52.25	\$60.50	\$74.25	\$88.00	\$101.75	\$52.25	\$60.50	\$88.00	\$101.75
4 Mbps	\$71.65	\$80.50	\$95.25	\$110.00	\$124.75	\$71.65	\$80.50	\$110.00	\$124.75
5 Mbps	\$76.50	\$85.50	\$100.50	\$115.50	\$130.50	\$76.50	\$85.50	\$115.50	\$130.50
8 Mbps	\$100.75	\$110.50	\$126.75	\$143.00	\$159.25	\$100.75	\$110.50	\$143.00	\$159.25
10 Mbps	\$125.00	\$135.50	\$153.00	\$170.50	\$188.00	\$125.00	\$135.50	\$170.50	\$188.00
20 Mbps	\$173.50	\$185.50	\$205.50	\$225.50	\$245.50	\$173.50	\$185.50	\$225.50	\$245.50
50 Mbps	\$222.00	\$235.50	\$258.00	\$280.50	\$303.00	\$222.00	\$235.50	\$280.50	\$303.00
100 Mbps	\$270.50	\$285.50	\$310.50	\$335.50	\$360.50	\$270.50	\$285.50	\$335.50	\$360.50
150 Mbps	\$459.65	\$480.50	\$515.25	\$550.00	\$584.75	\$459.65	\$480.50	\$550.00	\$584.75
250 Mbps	\$513.00	\$535.50	\$573.00	\$610.50	\$648.00	\$513.00	\$535.50	\$610.50	\$648.00
400 Mbps	\$585.75	\$610.50	\$651.75	\$693.00	\$734.25	\$585.75	\$610.50	\$693.00	\$734.25
500 Mbps	\$610.00	\$635.50	\$678.00	\$720.50	\$763.00	\$610.00	\$635.50	\$720.50	\$763.00
600 Mbps	\$653.65	\$680.50	\$725.25	\$770.00	\$814.75	\$653.65	\$680.50	\$770.00	\$814.75
1000 Mbps	\$658.50	\$685.50	\$730.50	\$775.50	\$820.50	\$658.50	\$685.50	\$775.50	\$820.50
2000 Mbps	\$54.00	\$99.00	\$174.00	\$249.00	\$324.00	\$54.00	\$99.00	\$249.00	\$324.00

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CIR Speeds	Non-Critical High	Business Critical Medium	Business Critical High	Interactive	Real Time	Business Data	Critical Data	MultiMedia Standard	MultiMedia High
2500 Mbps	\$199.50	\$249.00	\$331.50	\$414.00	\$496.50	\$199.50	\$249.00	\$414.00	\$496.50
4000 Mbps	\$345.00	\$399.00	\$489.00	\$579.00	\$669.00	\$345.00	\$399.00	\$579.00	\$669.00
5000 Mbps	\$539.00	\$599.00	\$699.00	\$799.00	\$899.00	\$539.00	\$599.00	\$799.00	\$899.00
7500 Mbps	\$1024.00	\$1099.00	\$1224.00	\$1349.00	\$1474.00	\$1024.00	\$1099.00	\$1349.00	\$1474.00
9500 Mbps	\$1412.00	\$1499.00	\$1644.00	\$1789.00	\$1934.00	\$1412.00	\$1499.00	\$1789.00	\$1934.00
10000 Mbps	\$1509.00	\$1599.00	\$1749.00	\$1899.00	\$2049.00	\$1509.00	\$1599.00	\$1899.00	\$2049.00

5.1.2.3. Bandwidth MRC for 100 Mbps Per Packet Class of Service (PPCoS)

Bandwidth MRC - 36-month CIR (for 100 Mbps Customer Port Connections)				
Committed Information Rate (CIR)	Per Packet Class of Service (PPCoS)			
	Business Data	Critical Data	Multimedia Standard	Multimedia High
2 Mbps	\$91.09	\$94.23	\$133.49	\$144.49
4 Mbps	\$107.34	\$110.50	\$146.80	\$157.85
5 Mbps	\$136.61	\$142.97	\$174.74	\$187.44
8 Mbps	\$180.68	\$187.50	\$216.47	\$231.81
10 Mbps	\$210.80	\$221.00	\$289.00	\$309.40
20 Mbps	\$276.32	\$289.17	\$353.43	\$379.13
50 Mbps	\$323.40	\$338.25	\$404.25	\$435.60
100 Mbps	\$380.53	\$400.56	\$467.32	\$500.70

5.1.2.4. Bandwidth MRC for 1 Gbps Per Packet Class of Service (PPCoS)

Bandwidth MRC - 36-month CIR (for 1 Gbps Customer Port Connections)				
Committed Information Rate (CIR)	Per Packet Class of Service (PPCoS)			
	Business Data	Critical Data	Multimedia Standard	Multimedia High
2 Mbps	\$91.09	\$94.23	\$133.49	\$144.49
4 Mbps	\$107.34	\$110.50	\$146.80	\$157.85
5 Mbps	\$136.61	\$142.97	\$174.74	\$187.44
8 Mbps	\$180.68	\$187.50	\$216.47	\$231.81
10 Mbps	\$210.80	\$221.00	\$289.00	\$309.40
20 Mbps	\$276.32	\$289.17	\$353.43	\$379.13
50 Mbps	\$323.40	\$338.25	\$404.25	\$435.60
100 Mbps	\$380.53	\$400.56	\$467.32	\$500.70
150 Mbps	\$530.94	\$557.29	\$607.95	\$652.53
250 Mbps	\$604.95	\$635.20	\$796.52	\$855.00
400 Mbps	\$665.91	\$699.50	\$857.58	\$920.82
500 Mbps	\$707.17	\$742.33	\$898.61	\$965.03
600 Mbps	\$809.63	\$849.73	\$1,002.49	\$1,073.14
1000 Mbps	\$918.26	\$965.11	\$1,115.03	\$1,195.61

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5.1.2.5. Bandwidth MRC for 10 Gbps Per Packet Class of Service (PPCoS)

Bandwidth MRC - 36-month CIR (for 10 Gbps Customer Port Connections)				
Committed Information Rate (CIR)	Per Packet Class of Service (PPCoS)			
	Business Data	Critical Data	Multimedia Standard	Multimedia High
1000 Mbps	\$918.26	\$965.11	\$1,115.03	\$1,195.61
2000 Mbps	\$301.87	\$317.76	\$340.27	\$364.10
2500 Mbps	\$509.80	\$535.90	\$574.11	\$615.12
4000 Mbps	\$682.04	\$717.94	\$768.19	\$825.63
5000 Mbps	\$870.55	\$916.37	\$980.51	\$1,053.82
7500 Mbps	\$1,510.29	\$1,589.78	\$1,701.07	\$1,828.25
9500 Mbps	\$2,126.10	\$2,238.00	\$2,394.66	\$2,573.70
10000 Mbps	\$2,218.03	\$2,334.77	\$2,498.20	\$2,684.98

5.1.2.6. Feature MRC

Feature	MRC
Enhanced Multicast	\$70.00

5.1.3. Non-Recurring Charges (NRCs)

Standard Non-Recurring Charges (NRCs) for installation of new Customer Port Connections, per the applicable Service Publication, will be waived.

5.1.4. Additional Charges

Charges for additional Service options may apply per Service Publication. Charges for special construction, if needed, may also apply.

5.2. AT&T SWITCHED ETHERNET SERVICE THIRD PARTY ACCESS (3PA) - Outside 21-State AT&T ILEC Footprint

5.2.1. Monthly Recurring Charges (MRCs)

All Monthly Recurring Charges (MRCs) apply per Customer Port Connection. The total MRC for a Customer Port Connection is the sum of the Third-Party Access connection, local mileage MRC, the bandwidth MRC, and any associated feature MRC(s). Availability, Price Group and Access Mileage Group associated with Third Party Access are subject to change, based on the availability and pricing of access connections from the third-party providers. The Price Group and Access Mileage Group applicable to each Customer location are determined at the time of Customer's order.

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5.2.1.1. Third-Party Local Switched Access Connection MRC

Port Speeds	Port Type	Group1	Group 2	Group 3	Group 4	Group 5	Group 6	Group 7	Group 8	Group 9	Group 10	Group 11	Group 12
2 Mbps	Switched	\$231.29	\$231.29	\$492.75	\$277.60	\$333.70	\$1,295.75	\$1,295.75	\$520.76	\$1,228.30	\$1,278.00	\$475.70	\$305.30
4 Mbps	Switched	\$244.29	\$244.29	\$585.90	\$330.08	\$333.70	\$1,295.75	\$1,295.75	\$520.76	\$1,228.30	\$1,278.00	\$475.70	\$305.30
5 Mbps	Switched	\$273.79	\$273.79	\$607.50	\$342.25	\$333.70	\$1,295.75	\$1,295.75	\$520.76	\$1,228.30	\$1,278.00	\$475.70	\$340.80
8 Mbps	Switched	\$316.29	\$316.29	\$774.90	\$436.56	\$397.60	\$1,398.70	\$1,398.70	\$525.95	\$1,327.70	\$1,451.95	\$610.60	\$340.80
10 Mbps	Switched	\$345.29	\$345.29	\$832.95	\$469.27	\$397.60	\$1,398.70	\$1,398.70	\$525.95	\$1,327.70	\$1,451.95	\$610.60	\$345.29
20 Mbps	Switched	\$402.29	\$402.29	\$990.90	\$558.25	\$447.30	\$1,583.30	\$1,583.30	\$677.69	\$1,508.75	\$1,625.90	\$812.95	\$521.85
50 Mbps	Switched	\$505.96	\$505.96	\$1,196.10	\$673.86	\$603.50	\$1,778.55	\$1,778.55	\$776.02	\$1,693.35	\$1,892.15	\$1,015.30	\$678.05
100 Mbps	Switched	\$744.67	\$744.67	\$1,302.75	\$733.94	\$752.60	\$2,169.05	\$2,169.05	\$1,093.80	\$2,073.20	\$2,183.25	\$1,217.65	\$947.85
150 Mbps	Switched	\$880.00	\$880.00	\$1,692.90	\$953.75	\$1,124.00	\$4,398.45	\$4,398.45	\$1,243.15	\$4,210.30	\$4,469.45	\$1,689.80	\$1,217.65
250 Mbps	Switched	\$1,021.52	\$1,021.52	\$1,861.65	\$1,048.82	\$1,124.00	\$4,398.45	\$4,398.45	\$1,433.85	\$4,210.30	\$4,469.45	\$1,689.80	\$1,217.65
400 Mbps	Switched	\$1,124.00	\$1,124.00	\$2,073.60	\$1,168.22	\$1,124.00	\$4,398.45	\$4,398.45	\$1,676.57	\$4,210.30	\$4,469.45	\$2,027.05	\$1,487.45
500 Mbps	Switched	\$1,166.66	\$1,166.66	\$2,234.25	\$1,258.73	\$1,166.66	\$4,664.70	\$4,664.70	\$1,823.26	\$4,444.60	\$4,792.50	\$2,027.05	\$1,487.45
600 Mbps	Switched	\$1,300.00	\$1,300.00	\$2,477.25	\$1,395.63	\$1,300.00	\$5,403.10	\$5,403.10	\$2,025.06	\$5,151.05	\$5,516.70	\$2,296.85	\$1,757.25
1000 Mbps	Switched	\$1,311.00	\$1,311.00	\$2,794.50	\$1,574.37	\$1,311.00	\$8,065.60	\$8,065.60	\$2,706.06	\$7,692.85	\$8,108.20	\$2,296.85	\$1,757.25
2 Mbps - 50 Mbps	Dedicated	\$315.00	\$885.00	\$885.00	\$1,200.00	\$1,650.00	\$2,050.00	\$2,450.00	N/A	N/A	N/A	N/A	N/A
>50 Mbps - 100 Mbps	Dedicated	\$420.00	\$1,320.00	\$1,320.00	\$1,500.00	\$3,000.00	\$4,000.00	\$6,550.00	N/A	N/A	N/A	N/A	N/A
>100 Mbps - 250 Mbps	Dedicated	\$420.00	\$1,320.00	\$1,320.00	\$1,500.00	\$3,000.00	\$4,000.00	\$6,550.00	N/A	N/A	N/A	N/A	N/A
>250 Mbps - 500 Mbps	Dedicated	\$478.80	\$1,800.00	\$1,800.00	\$2,750.00	\$3,500.00	\$4,600.00	\$7,000.00	N/A	N/A	N/A	N/A	N/A
>500 Mbps - 600 Mbps	Dedicated	\$630.00	\$3,098.00	\$3,098.00	\$4,500.00	\$5,650.00	\$7,200.00	\$7,800.00	N/A	N/A	N/A	N/A	N/A
1000 Mbps	Dedicated	\$120.70	\$3,438.00	\$3,438.00	\$5,500.00	\$7,400.00	\$9,250.00	\$10,250.00	N/A	N/A	N/A	N/A	N/A
10000 Mbps	Dedicated	\$173.95	\$6,250.13	\$6,250.13	\$7,500.00	\$9,400.00	\$11,000.00	\$12,050.00	N/A	N/A	N/A	N/A	N/A

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Port Speeds	Port Type	Group 13	Group 14	Group 15	Group 16	Group 17	Group 18	Group 19	Group 20	Group 21	Group 22	Group 23	Group 24
2 Mbps	Switched	\$642.55	\$311.34	\$535.24	\$487.72	\$327.72	\$1,228.30	\$426.67	\$232.00	\$243.57	\$232.00	\$252.67	\$201.83
4 Mbps	Switched	\$642.55	\$373.33	\$535.24	\$487.72	\$327.72	\$1,228.30	\$426.67	\$245.00	\$273.35	\$245.00	\$252.67	\$236.99
5 Mbps	Switched	\$642.55	\$404.66	\$535.24	\$487.72	\$327.72	\$1,228.30	\$426.67	\$320.40	\$372.75	\$305.34	\$252.67	\$323.32
8 Mbps	Switched	\$770.35	\$438.67	\$674.48	\$684.76	\$464.76	\$1,327.70	\$426.67	\$345.43	\$443.75	\$334.80	\$371.33	\$323.32
10 Mbps	Switched	\$770.35	\$485.33	\$674.48	\$684.76	\$464.76	\$1,327.70	\$426.67	\$450.67	\$568.00	\$430.66	\$371.33	\$342.48
20 Mbps	Switched	\$898.15	\$628.67	\$727.62	\$1,060.19	\$729.52	\$1,508.75	\$493.33	\$550.00	\$661.34	\$509.33	\$453.33	\$451.61
50 Mbps	Switched	\$1,093.40	\$942.67	\$852.38	\$1,875.61	\$1,382.28	\$1,693.35	\$680.00	\$738.67	\$1,085.15	\$585.33	\$549.77	\$640.39
100 Mbps	Switched	\$1,299.30	\$1,126.00	\$1,024.76	\$2,528.95	\$1,813.61	\$2,073.20	\$833.33	\$866.67	\$1,265.82	\$745.34	\$671.33	\$1,106.09
150 Mbps	Switched	\$1,686.25	\$1,174.67	\$1,552.39	\$3,246.09	\$2,498.76	\$4,210.30	\$1,120.00	\$1,054.67	\$1,624.51	\$901.33	\$812.67	\$1,225.15
250 Mbps	Switched	\$1,686.25	\$1,271.33	\$1,552.39	\$4,765.14	\$3,901.81	\$4,210.30	\$1,120.00	\$1,252.00	\$1,999.33	\$1,035.00	\$1,002.33	\$1,424.57
400 Mbps	Switched	\$1,945.40	\$1,429.34	\$1,552.39	\$4,765.14	\$3,901.81	\$4,210.30	\$1,120.00	\$1,462.66	\$2,332.00	\$1,180.00	\$1,246.67	\$1,629.72
500 Mbps	Switched	\$1,945.40	\$1,450.00	\$1,723.82	\$5,250.10	\$4,372.76	\$4,444.60	\$1,120.00	\$1,601.06	\$2,544.58	\$1,265.33	\$1,246.67	\$1,813.15
600 Mbps	Switched	\$2,204.55	\$1,462.00	\$1,835.24	\$7,281.33	\$6,248.67	\$5,151.05	\$1,400.00	\$1,723.94	\$2,645.88	\$1,437.33	\$1,400.00	\$1,963.24
1000 Mbps	Switched	\$2,595.05	\$1,640.67	\$2,106.67	\$7,281.33	\$6,248.67	\$7,692.85	\$1,400.00	\$1,998.66	\$2,798.00	\$1,684.00	\$1,400.00	\$2,649.52
2 Mbps - 50 Mbps	Dedicated	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
>50 Mbps - 100 Mbps	Dedicated	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
>100 Mbps - 250 Mbps	Dedicated	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
>250 Mbps - 500 Mbps	Dedicated	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
>500 Mbps - 600 Mbps	Dedicated	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1000 Mbps	Dedicated	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
10000 Mbps	Dedicated	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

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Please sign by November 10, 2023.

For AT&T Administrative Use Only

Pricing Schedule No. _____

Original Effective Date: _____

AT&T Switched Ethernet ServiceSM (with Network On Demand)
Pricing Schedule Provided Pursuant to Custom Terms

Port Speeds	Port Type	Group 25	Group 26	Group 27	Group 28	Group 29	Group 30
2 Mbps	Switched	\$140.00	\$118.67	\$727.77	\$232.00	\$403.00	\$756.07
4 Mbps	Switched	\$220.00	\$260.00	\$727.77	\$290.33	\$437.36	\$833.54
5 Mbps	Switched	\$240.00	\$260.00	\$727.77	\$313.00	\$440.00	\$897.87
8 Mbps	Switched	\$286.67	\$366.67	\$727.77	\$357.34	\$445.00	\$1,009.83
10 Mbps	Switched	\$300.00	\$366.67	\$727.77	\$406.67	\$450.00	\$1,134.86
20 Mbps	Switched	\$380.00	\$466.67	\$734.44	\$543.81	\$550.00	\$1,390.09
50 Mbps	Switched	\$506.67	\$666.67	\$752.23	\$664.38	\$707.08	\$1,699.89
100 Mbps	Switched	\$773.33	\$833.33	\$799.67	\$744.67	\$899.73	\$2,164.20
150 Mbps	Switched	\$813.33	\$886.67	\$843.65	\$921.33	\$982.06	\$2,500.00
250 Mbps	Switched	\$933.33	\$1,026.67	\$1,123.77	\$1,211.00	\$1,200.00	\$3,384.11
400 Mbps	Switched	\$1,100.00	\$1,026.67	\$1,123.77	\$1,211.00	\$1,369.24	\$3,600.00
500 Mbps	Switched	\$1,100.00	\$1,066.67	\$1,254.85	\$1,211.00	\$1,403.09	\$4,030.63
600 Mbps	Switched	\$1,266.67	\$1,200.00	\$1,319.56	\$1,311.00	\$1,800.00	\$5,500.00
1000 Mbps	Switched	\$1,266.67	\$1,453.33	\$1,547.44	\$1,311.00	\$1,999.00	\$5,636.21
2 Mbps - 50 Mbps	Dedicated	N/A	N/A	N/A	N/A	N/A	N/A
>50 Mbps - 100 Mbps	Dedicated	N/A	N/A	N/A	N/A	N/A	N/A
>100 Mbps - 250 Mbps	Dedicated	N/A	N/A	N/A	N/A	N/A	N/A
>250 Mbps - 500 Mbps	Dedicated	N/A	N/A	N/A	N/A	N/A	N/A
>500 Mbps - 600 Mbps	Dedicated	N/A	N/A	N/A	N/A	N/A	N/A
1000 Mbps	Dedicated	N/A	N/A	N/A	N/A	N/A	N/A
10000 Mbps	Dedicated	N/A	N/A	N/A	N/A	N/A	N/A

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5.2.1.2. Third-Party Local Switched Access Mileage MRC

36-month Term - Third-Party Local Switched Access Mileage MRC Price Groups				
Port Connection Speed	Mileage A		Mileage B	
	Fixed	Per Mile	Fixed	Per Mile
2 Mbps – 1000 Mbps	\$0.00	\$110.05	\$0.00	\$110.05
Applicability of mileage will be determined during address qualification.				

5.2.1.3. Third-Party Local Dedicated Access Mileage MRC

36 Month Term- Third Party Local Dedicated Access Mileage MRC Price Groups														
Port Connection Speed	Mileage A		Mileage B		Mileage C		Mileage D		Mileage E		Mileage F		Mileage G	
	Fixed	Per Mile	Fixed	Per Mile	Fixed	Per Mile	Fixed	Per Mile	Fixed	Per Mile	Fixed	Per Mile	Fixed	Per Mile
2 Mbps - 50 Mbps	\$189.85	\$6.75	\$0	\$0	\$315.95	\$29.11	\$315.95	\$29.11	\$0	\$61.77	\$0	\$0	\$0	\$0
>50 Mbps - 100 Mbps	\$277.97	\$9.02	\$0	\$0	\$397.6	\$36.21	\$397.6	\$36.21	\$0	\$66.74	\$0	\$0	\$0	\$0
>100 Mbps - 250 Mbps	\$277.97	\$11.29	\$0	\$0	\$397.6	\$51.12	\$397.6	\$51.12	\$0	\$69.58	\$0	\$0	\$0	\$0
>250 Mbps - 500 Mbps	\$518.66	\$16.97	\$0	\$0	\$727.75	\$94.43	\$727.75	\$94.43	\$0	\$98.69	\$0	\$0	\$0	\$0
>500 Mbps - 600 Mbps	\$822.61	\$24.85	\$0	\$0	\$1121.8	\$203.06	\$1121.8	\$203.06	\$0	\$139.87	\$0	\$0	\$0	\$0
1000 Mbps	\$1296.11	\$35	\$202.35	\$102.95	\$2403.35	\$348.61	\$2403.35	\$348.61	\$0	\$155.49	\$0	\$0	\$0	\$0
10000 Mbps	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

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Pricing Schedule Provided Pursuant to Custom Terms

5.2.1.5. Third-Party Bandwidth MRC

CIR Speed	Non-Critical High	Business Critical Medium	Business Critical High	Interactive	RealTime
2 Mbps	\$74.69	\$77.00	\$80.84	\$84.69	\$88.54
4 Mbps	\$77.60	\$80.00	\$84.00	\$88.00	\$92.00
5 Mbps	\$80.03	\$82.50	\$86.63	\$90.75	\$94.88
8 Mbps	\$82.45	\$85.00	\$89.25	\$93.50	\$97.75
10 Mbps	\$87.30	\$90.00	\$94.50	\$99.00	\$103.50
20 Mbps	\$97.00	\$100.00	\$105.00	\$110.00	\$115.00
50 Mbps	\$155.20	\$160.00	\$168.00	\$176.00	\$184.00
100 Mbps	\$232.80	\$240.00	\$252.00	\$264.00	\$276.00
150 Mbps	\$291.00	\$300.00	\$315.00	\$330.00	\$345.00
250 Mbps	\$339.50	\$350.00	\$367.50	\$385.00	\$402.50
400 Mbps	\$436.50	\$450.00	\$472.50	\$495.00	\$517.50
500 Mbps	\$485.00	\$500.00	\$525.00	\$550.00	\$575.00
600 Mbps	\$582.00	\$600.00	\$630.00	\$660.00	\$690.00
1000 Mbps	\$727.50	\$750.00	\$787.50	\$825.00	\$862.50
2000 Mbps	\$1,358.00	\$1,400.00	\$1,470.00	\$1,540.00	\$1,610.00
2500 Mbps	\$1,649.00	\$1,700.00	\$1,785.00	\$1,870.00	\$1,955.00
4000 Mbps	\$2,425.00	\$2,500.00	\$2,625.00	\$2,750.00	\$2,875.00
5000 Mbps	\$2,910.00	\$3,000.00	\$3,150.00	\$3,300.00	\$3,450.00
7500 Mbps	\$3,201.00	\$3,300.00	\$3,465.00	\$3,630.00	\$3,795.00
9500 Mbps	\$3,298.00	\$3,400.00	\$3,570.00	\$3,740.00	\$3,910.00
10000 Mbps	\$3,395.00	\$3,500.00	\$3,675.00	\$3,850.00	\$4,025.00

5.2.2. Additional Charges

Charges for associated features or additional Service options may apply per Service Publication.

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AT&T Switched Ethernet ServiceSM (with Network On Demand)
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6. SPECIAL TERMS, CONDITIONS or OTHER REQUIREMENTS

6.1. Special Conditions for 10 Gbps Customer Port Connections

With respect to 10 Gbps Ports, Customer may use the Business Center Portal to order such Ports, to request and schedule changes to the CIR (subject to the port configurations shown in Attachment A, Table 2) or CoS of such Ports, or to establish or change EVCs associated with such Ports. Real Time Class of Service is not available for EVCs exceeding 1000 Mbps. EVCs exceeding 1000 Mbps are subject to network availability.

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ATTACHMENT A
RATES and CHARGES; INITIAL SERVICE COMPONENTS, SITE and SERVICE CONFIGURATION
CITY OF LINCOLNTON

A-1. Rates and Charges; Initial Order Quantities

Service Components	Quantity New	MRC, per Unit
100 Mbps CIR - Business Critical Medium - Basic Only / OEM1H	7	\$285.50
Customer Port Connection - 100 Mbps – Basic / OEM1M	7	\$214.50
1000 Mbps CIR - Business Critical Medium - Basic Only / OEM1T	1	\$685.50
Customer Port Connection - 1 Gbps – Basic / OEM1G	1	\$214.50

A-2. Minimum Quantity New Commitment

Required Installation Date	Monthly Shortfall Charge
Within six (6) months after the Effective Date, excluding AT&T delay	50% of MRC (partial months prorated) for each "Quantity New" Service Component not installed by Required Installation Date until installed or, if not installed, until the end of the Pricing Schedule Term

A-3. Initial Sites and Service Configuration

Jurisdiction: By selecting AT&T Switched Ethernet Service provided as interstate access service, Customer acknowledges and certifies that the interstate traffic (including Internet and international traffic) constitutes **more than ten percent (10%)** of the total traffic on any Service. Internet and International traffic are always considered interstate. The nature of the traffic, not merely the physical endpoints of the facility, determines whether the Port is Interstate or Intrastate.

Table 1. Complete a line for each Customer Port Connection

Port ID #	Street Address	City	State AL - MN	State MO - WA	State WV - WY	Jurisdiction	Geographic Location
1	128 Motz Ave	Lincolnton	[Select]	NC	[Select]	Intrastate	Within 21 State ILEC Footprint
2	522 Sigmon Rd	Lincolnton	[Select]	NC	[Select]	Intrastate	Within 21 State ILEC Footprint
3	1338 Reepsville Rd	Lincolnton	[Select]	NC	[Select]	Intrastate	Within 21 State ILEC Footprint
4	550 W Hwy 150 Bypass	Lincolnton	[Select]	NC	[Select]	Intrastate	Within 21 State ILEC Footprint
5	800 Madison St	Lincolnton	[Select]	NC	[Select]	Intrastate	Within 21 State ILEC Footprint
6	410 Mc*Alister Rd	Lincolnton	[Select]	NC	[Select]	Intrastate	Within 21 State ILEC Footprint
7	701 E Main St	Lincolnton	[Select]	NC	[Select]	Intrastate	Within 21 State ILEC Footprint
8	114 W Sycamore	Lincolnton	[Select]	NC	[Select]	Intrastate	Within 21 State ILEC Footprint

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Table 2. Service Components and Features associated with Customer Port Connections identified above within the 21-State ILEC Footprint. This Pricing Schedule shall constitute Customer's order for Service at the locations listed below.

Port ID #	Customer Port Connection Speed	CIR Speed	CIR Speed for Ports 10 Gbps & Above	Class of Service	Add'l MAC Addresses	Enhanced Multicast
1	100 Mbps Basic	100 Mbps	N/A	Bus. Critical - Med.	No	No
2	100 Mbps Basic	100 Mbps	N/A	Bus. Critical - Med.	No	No
3	100 Mbps Basic	100 Mbps	N/A	Bus. Critical - Med.	No	No
4	100 Mbps Basic	100 Mbps	N/A	Bus. Critical - Med.	No	No
5	100 Mbps Basic	100 Mbps	N/A	Bus. Critical - Med.	No	No
6	100 Mbps Basic	100 Mbps	N/A	Bus. Critical - Med.	No	No
7	100 Mbps Basic	100 Mbps	N/A	Bus. Critical - Med.	No	No
8	1 Gbps Basic	1000 Mbps	N/A	Bus. Critical - Med.	No	No

Table 3. Service Components and Features associated with Customer Port Connections identified above outside the 21 State ILEC Footprint. This Pricing Schedule shall constitute Customer's order for Service at the locations listed below.

Port ID #	Access Type	Customer Port Connection Speed	Access Price Group	Access Mileage Group	Access Mileage	CIR Speed	Class of Service
1	[Select]	[Select]		[Select]		Select	[Select]

End of Document

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Pricing Schedule
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U.S.

Agreement No. Pending
 AT&T Network Integration Tracking ID: GBS398834
 Document Version#: 1.0

CUSTOMER Legal Name ("Customer")	AT&T Corp. ("AT&T") (designate other entity if signing entity other than AT&T Corp)	AT&T Branch Sales Contact Name
City of Lincolnton, NC	AT&T	Name: Brian Adams ba904g
CUSTOMER Address	AT&T Corp. Address and Contact	AT&T Branch Sales Contact Information
Street Address: 114 W Sycamore St City: Lincolnton State: NC Zip Code: 28092 Country: United States	One AT&T Way Bedminster NJ 07921-0752 Contact: Master Agreement Support Team Email : mast@att.com	Street: 4100 Southstream Blvd City: Charlotte State / Province: NC Country: USA Zip Code: 28217 Domestic / Intl #: Email Address: brian.adams.4@att.com Branch / Sales Mgr.: Michael Stichler SCVP Name:
CUSTOMER Contact	AT&T Address and Contact	AT&T NI Contact Information
Name: Ritchie Haynes Title: City Manager Phone #: 704-736-8980 Fax: N/A Email: rhaynes@lincolnton.org	Name: Evan Colyer Street: 111 N 4TH ST City: Columbus State / Province: OH Country: USA Zip Code: 43215 Domestic / Intl #: Email Address: evan.m.colyer@att.com Branch / Sales Mgr. Rob Suk SCVP Name:	Name: Daniel O'Sullivan Address: 2180 Lake Blvd City: Atlanta State / Province: GA Country: USA Domestic / Intl / Zip Code: 30319 Telephone: 770-674-5192 Email: do821r@att.com
CUSTOMER Billing Address		
Att: Fiscal/IT Dept. Street Address: 114 W Sycamore St City: Lincolnton State / Province: NC Country: UNITED STATES Zip Code: 28092		

Upon mutual execution hereof, this Pricing Schedule for AT&T Network Integration Services ("NI Pricing Schedule") becomes part of the Master Agreement between AT&T and Customer referenced above (the "Agreement").

AGREED:
CUSTOMER: City of Lincolnton, NC

AGREED:
AT&T

By: _____
 (Authorized Agent or Representative)

By: _____
 (Authorized Agent or Representative)

(Typed or Printed Name)

(Typed or Printed Name)

(Title)

(Title)

(Date)

(Date)

ATTUID: DO821R



Pricing Schedule
AT&T Network Integration Services
Managed FatPipe Router Service
U.S.

1. SERVICES

This NI Pricing Schedule states the terms and conditions governing SOW's for AT&T Services. Attached to this NI Pricing Schedule is an SOW detailing the types of Services provided as well as commensurate charges which become effective and incorporated herein upon the Effective Date. AT&T may subcontract work to be performed hereunder but shall retain responsibility for all such work.

2. STATEMENT(s) OF WORK

- A. Unless earlier terminated as described below, an SOW is deemed terminated when the parties' respective obligations have been fully performed or when it is otherwise terminated according to its terms.
- B. In the event of an inconsistency among terms, the order of priority is: (i) the applicable SOW; (ii) the NI Pricing Schedule and (iii) the Agreement.

3. INTELLECTUAL PROPERTY RIGHTS

- A. All intellectual property and proprietary rights arising by virtue of AT&T's performance of the Services are and will remain the sole and exclusive property of AT&T, and neither ownership nor title to any such property will pass to Customer.
- B. Customer shall retain those copies of any reports produced and furnished to Customer by AT&T ("Reports"), and Customer is hereby granted, under AT&T's copyrights, the perpetual, non-exclusive, personal and non-transferable right to reproduce and modify Reports for Customer's own internal business purposes. For avoidance of doubt, "internal business purposes" exclude public distribution, resale to third parties and revenue generation purposes.

4. WARRANTY

The provision of Services hereunder shall be performed in a workmanlike manner that would meet commercial industry standards in the field to which the work pertains as well as any standards set forth in the applicable SOW.

5. NON-SOLICITATION

Customer agrees not to solicit for employment any personnel of AT&T or its subcontractors or agents performing Services hereunder for one (1) year following the termination of this NI Pricing Schedule, or the applicable SOW, without the prior written consent of AT&T; this shall not restrict the ability of Customer to interview and hire personnel unrelated to the Services, or personnel that respond to general public solicitations made in the ordinary course of business.

6. TERM AND TERMINATION

This NI Pricing Schedule shall remain in effect until terminated by either party on not less than thirty (30) days' prior written notice to the other party; *provided that*, the terms and conditions of this NI Pricing Schedule shall continue to govern, through completion of performance (or earlier termination), all SOWs in effect on this NI Pricing Schedule's termination date. Termination charges, if any, shall be as specified in the applicable Attachment.

7. LIMITATION OF LIABILITY

For purposes of this NI Pricing Schedule and SOW's placed hereunder, any limit or cap on liability contained in the "Limitations of Liability" article 6.1(a) (v) of the Agreement is superseded by the following: EACH PARTY'S LIABILITY UNDER THIS NI PRICING SCHEDULE SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED THE NET PURCHASE PRICE PAID BY CUSTOMER FOR SERVICES UNDER THE SOW THAT GAVE RISE TO THE LIABILITY. This shall not limit Customer's responsibility for the payment of all charges properly due under the NI Pricing Schedule.



Pricing Schedule
AT&T Network Integration Services
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EXHIBIT 1: STATEMENT OF WORK

1. INTRODUCTION

This SOW between **AT&T Corp.** ("AT&T") and (**City of Lincoln, NC**) is attached to the NI Pricing Schedule and made a part thereof upon execution.

AT&T reserves the right to withdraw this SOW or modify the prices and any other terms and conditions, including, but not limited to, any section of this SOW (i) if the SOW is not signed by Customer and AT&T by **08/18/2023**, and/or (ii) the engagement does not commence within thirty (30) calendar days of the Effective Date.

1.1 Definitions

"**AT&T Equipment**" means equipment AT&T provides hereunder to which AT&T retains all right, title and interest, which is located at a Customer site ("Site"), and which is used to provide Services. AT&T Equipment includes any internal code required to operate such Equipment. AT&T Equipment does not include Customer Equipment or Purchased Equipment.

2. SCOPE OF WORK

2.1 Services

AT&T will provide a managed networking solution ("Managed Solution") to U.S. locations designated by Customer ("Site(s)") that will allow Customer to: optimize WAN connectivity with reliability and redundancy on the WAN edge with multiple ISP links, designate Quality of Service, implement encryption, and specify the stateful firewall. To implement the Managed Solution, AT&T will provide labor and AT&T Equipment (hardware manufactured by FatPipe Networks) as provided for herein. AT&T will order, track, support Customer's installation, and manage the AT&T Equipment. Services and/or Equipment not specifically provided for hereunder are outside the scope of this SOW.

2.2 SOW Term

This SOW shall have a term of **36 months** ("Term") from the Effective Date of this SOW. This project will commence thirty (30) calendar days after the Effective Date of this SOW. Each Customer Site will have a term of thirty-six (36) months ("Minimum Payment Period") from the date of delivery of the AT&T Equipment to the Customer Site.

3. AT&T RESPONSIBILITIES

AT&T will be responsible for executing the following activities. Activities not expressly included in this SOW are outside the scope.

3.1 Project Management

In support of the Services, AT&T will: provide resources to order and track delivery of the AT&T Equipment as documented in the attached Equipment Order List (EOL), Appendix B.

3.2 Staging - Infrastructure Configuration

- (a) AT&T will provide for a Remote Network Survey ("RNS"). Upon completion of the RNS, AT&T will make a recommendation for configuration and placement of the AT&T Equipment. This recommendation consists of:
 - 1) IP addressing scheme for the AT&T Equipment-segment of the network;
 - 2) Inbound and outbound policy routing recommendations;
 - 3) Configuration scheme
 - 4) Updated network diagram showing the AT&T Equipment with an existing Customer network diagram.
- (b) AT&T will perform a review of the Customer-premise network edge.
- (c) AT&T will review the IP addressing scheme to determine proper placement of the AT&T Equipment.
- (d) AT&T will review client application requirements such as VPN tunnels, voice over IP, premise-based servers
- (e) Customer and AT&T will agree upon installation date.
- (f) AT&T will test all units prior to shipping. This test will consist of
 - 1) 48-hour hardware traffic test for all appliances;
 - 2) Software confirmation and integrity testing;
 - 3) Preset configuration (if required);
 - 4) Failover unit testing (if required).

3.3 Installation and Configuration

- (a) AT&T will assist Customer via remote tele-installation, scheduled at least three (3) business days in advance, on the mutual availability of both AT&T and Customer.
- (b) In the event Customer chooses onsite installation services, such installations are scheduled at least seven (7) business days in advance, on the mutual availability of both AT&T and Customer.
- (c) AT&T shall load pre-installation configuration information
- (d) AT&T will assist Customer with power-up of AT&T Equipment to assure hardware functions normally.



Pricing Schedule
AT&T Network Integration Services
Managed FatPipe Router Service
U.S.

(e) AT&T will assist Customer with the AT&T Equipment connectivity to:

- 1) Routers
- 2) Firewall(s)
- 3) LAN(s)
- 4) DMZ

3.4 Test and Turn-up

(a) Network WAN Testing:

- 1) Ping Test to assure that each WAN interface is responding
- 2) Ping each router to assure AT&T Equipment to Router connectivity
- 3) Ping test to assure AT&T Equipment to Internet connectivity

(b) Network LAN Testing:

- 1) IP addressing, to assure that devices on the LAN can ping the AT&T Equipment.
- 2) Testing to assure that the Administrator can connect to the AT&T Equipment and access the user interface for device configuration

(c) Functionality Testing

- 1) Internet traffic testing to assure that the devices on the LAN can access web-sites without errors.
- 2) Traffic test to assure that the traffic is flowing across all available Internet connections.
- 3) Testing to ensure e-mails can be received and sent.
- 4) Customer specific tests defined during pre-install conference.
- 5) Dynamic Load-balancing test and recommendation.

3.5 Training

AT&T will provide tele- remote training on an as-needed, ongoing basis during the Term, as specified and requested by the Customer.

3.6 Management Support of AT&T Equipment

AT&T shall provide Engineering and technical support related to the AT&T Equipment during the period that the Customer elects to purchase:

- Gold Support is available during Normal Business Hours (7:00 am to 7:00 pm Mountain Time, Monday – Friday).
- Platinum Support is available 24x7x 365

AT&T Designated Holiday	Date Observed
New Year's Day	January 1
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Day	December 25

4. CUSTOMER RESPONSIBILITIES

To manage the activities outlined herein on time and within the pricing provided, Customer assigned roles and responsibilities must be fulfilled effectively. Customer will:

- a. Assign a Single Point of Contact ("SPOC") as the primary interface for the AT&T Project Manager and AT&T Engineer to work with during the Project.
- b. Coordinate appropriate personnel for conference calls, interviews or to provide information as reasonably requested and applicable by AT&T.
- c. Participate in meetings and arrange for other relevant business unit personnel be reasonably available for such meetings.
- d. Customer's network should be fully functional.
- e. All firewalls, routers, VPN devices must be checked and found in good working order.
- f. Customers should have all Internet connections installed and working.
- g. Review and provide relevant comments (in the form of additional data requirements, preliminary conclusions, or recommended technical architecture) or Subject Matter Experts ("SME") resources from applicable information technology departments or business units to assist in completing the Deliverables in a timely manner.
- h. Keep AT&T informed of any information or changes, which may affect AT&T's performance of Services or require a change request in the scope.



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- i. Perform all Customer Site preparation activities including, but not limited to, power, core drilling, ventilation, proper environmental as per the manufacturer's specifications, and the installation of Purchased Equipment racks.
- j. Resume responsibility for the network infrastructure upon completion of the Services provided herein.
- k. Complete AT&T's pre-installation checklist document 72 hours prior to desired install time/date.
- l. Be prepared to provide AT&T Support Engineer with remote access to the AT&T Equipment during installation, and for troubleshooting.
- m. Provide AT&T with a detailed and accurate network diagram.
- n. If work is being performed after normal workday hours, one of the Customer's engineers must be present at all times.

5. Project Governance

5.1 Change Control Process

Either Party must submit change requests to contractual documents in writing via the sample at Appendix A to this SOW. The party requesting the change must submit a written request to the other party and the receiving party shall issue a written response within five (5) business days of the receipt of the request, including whether the receiving party accepts or rejects the request and/or any changes to the Terms and Conditions. Once agreed both parties must execute the document in Appendix A.

5.2 Engagement Contacts

Customer	AT&T
Chris Jones	Daniel O'Sullivan
Director of Information Technology and Innovation	Engagement Manager
704-736-8980 / cjones@lincontonncc.org	770-674-5192 / do821r@att.com

6. FEES AND CHARGES

6.1 AT&T shall provide the Services and AT&T Equipment (see Appendix B) for the Charges stated below. Each Customer Site will have a Minimum Payment Period ("MPP") as defined in Section 2.2 (above).

Description	Site Number	Monthly Charges (MRC) per unit	Units	Extended MRC
ASE-FP-WAN-1G	Site 1	\$459.05	1	\$459.05
ASE-FP-WAN-LT100M-100M PORT	Site 2-8	\$162.76	7	\$1,139.34
Total MRC				\$1,598.38
Total MRC for MPP				N/A
Shipping Costs of AT&T Equipment, One Time Charge - (OTC)				\$794.12

Optional Charges

Description	Charge
On Site installation Services, charge per day (M-F, NBH)	\$1200.00/day
Professional Services (remote)	\$220.00/hour
Travel charges	Incurred at cost



Pricing Schedule
AT&T Network Integration Services
Managed FatPipe Router Service
U.S.

6.2 Additional Pricing Terms and Conditions

- a. **Defined Scope.** Pricing is based on the currently defined scope. Any additions or changes to this SOW will necessitate changes in pricing. Pricing herein assumes no project delays will occur that would require AT&T to stop work. AT&T will not be held financially responsible for project delays outside of its control.
- b. **Invoicing.** AT&T will invoice the One-time Charges upon completion, as defined herein. AT&T will invoice Services monthly and will cover any one-time charges or expenses incurred during the previous calendar month.
- c. **Travel and related Expenses.** Charges do not include expenses for AT&T travel to Customer's facilities. Standard business expenses (e.g., transportation, food, lodging) incurred by AT&T in connection with delivery of the Services will be billed at cost as a separate line item on Customer's invoice. AT&T personnel will incur travel expenses only after receiving permission from Customer's Project Manager.
- d. **Time and Material ("T&M") Rate.** In the event that the scope of work changes from this SOW or AT&T is requested to perform Services outside of Normal Business Hours, AT&T will bill Customer at a T&M rate of two-hundred fifty dollars (\$250.00) per hour per AT&T consultant for the additional time spent on the change requests. All such out of scope matters will be handled via the Change Control process outlined herein.
- e. **Return of AT&T Equipment.** Customer shall return, at its own expense, the AT&T Equipment at the expiration or termination of this SOW. Prior to return, Customer shall restore the AT&T Equipment to Return Condition. "Return Condition" means Customer shall return, at its cost and expense, the AT&T Equipment to AT&T in good repair, working order, with unblemished physical appearance and with no defects which affect the operation or performance of the AT&T Equipment, normal wear and tear excepted.

7. Extension and Termination

- a. Customer may extend the Minimum Payment Period for each Site on the same terms, conditions, rates and charges then currently in effect for up to two (2) additional twelve (12) month periods at the end of the Minimum Payment Period (each an "Extension Term") upon written Change Request per Section 5.1 no later than thirty (30) days prior to the expiration of the then-current Term. The Minimum Payment Period and any Extension Term shall be the "SOW Term."
- b. Customer may terminate this SOW under one of the following provisions:
 - (i) In the event of a breach of any material term or condition of this SOW by AT&T where such failure continues un-remedied for thirty (30) days after AT&T's receipt of such written notice;
 - (ii) Any time prior to the end of the SOW Term, by giving AT&T at least thirty (30) days' written notice and paying the Termination Charges set forth in 7(c) below.
- c. **Termination Charges:** Customer must pay all Fees, Charges and expenses incurred as of the effective date of termination, and in addition, a termination charge equal to the total Monthly Recurring Charges for terminated Service components for each month remaining in the Minimum Payment Period or Extension Term, as applicable ("Termination Charges").



Pricing Schedule
AT&T Network Integration Services
Managed FatPipe Router Service
U.S.

APPENDIX A: CHANGE REQUEST FORM

Type of Request:	
Initiator (Company):	
Change Request Received by:	
Price Impact:	
AT&T Additional Resources Req'd:	

Task Description:

Other information related to Change:

Impact of Change

Provide a description of the impact of the change (increase in duration, delay in start, cut-over date change, added dependency, additional resources required change to design, change to baseline solution, other).

AGREED and ACCEPTED: CUSTOMER:

By: _____
 (Authorized Agent or Representative)

(Typed or Printed Name)

(Title)

(Date)

AGREED and ACCEPTED: AT&T

By: _____
 (Authorized Agent or Representative)

(Typed or Printed Name)

(Title)

(Date)



Pricing Schedule
AT&T Network Integration Services
Managed FatPipe Router Service
U.S.

APPENDIX B: EQUIPMENT LIST BY SITE

Hardware, Licenses & Maintenance

Shipping Address:

- **All addresses are in Lincolnton NC, 28092. Customer is getting 100Mbps Appliance at all locations except 114 W Sycamore which will be 1Gbps Appliance (Site 1).**
- **Customer will be ordering in waves, so not all equipment will ship at once.**

Site 1. 114 W Sycamore St Lincolnton NC, 28092

Site 2. 1338 Reepsville Rd Lincolnton NC, 28092

Site 3. 550 W Hwy NC 150 Lincolnton NC, 28092

Site 4. 800 S Madison St Lincolnton NC, 28092

Site 5. 701 E Main St Lincolnton NC, 28092

Site 6. 410 McAlister Rd Lincolnton NC, 28092

Site 7. 522 Sigmon Rd Lincolnton NC, 28092

Site 8. 128 Motz Ave Lincolnton NC, 28092

<i>Product ID</i>	<i>Size/Capacity & Other Details</i>	<i># Units</i>	<i>Site Address</i>
ASE-FP-WAN-1G	ASEoD FatPipe WAN Edge 1G (10G Port) 1U	1	114 W Sycamore St Lincolnton NC, 28092
ASE-FP-WAN-LT100M-100M PORT	ASEoD FatPipe WAN Edge <100M (100M PORT)	1	1338 Reepsville Rd Lincolnton NC, 28092
ASE-FP-WAN-LT100M-100M PORT	ASEoD FatPipe WAN Edge <100M (100M PORT)	1	550 W Hwy NC 150 Lincolnton NC, 28092
ASE-FP-WAN-LT100M-100M PORT	ASEoD FatPipe WAN Edge <100M (100M PORT)	1	800 S Madison St Lincolnton NC, 28092
ASE-FP-WAN-LT100M-100M PORT	ASEoD FatPipe WAN Edge <100M (100M PORT)	1	701 E Main St Lincolnton NC, 28092
ASE-FP-WAN-LT100M-100M PORT	ASEoD FatPipe WAN Edge <100M (100M PORT)	1	410 McAlister Rd Lincolnton NC, 28092
ASE-FP-WAN-LT100M-100M PORT	ASEoD FatPipe WAN Edge <100M (100M PORT)	1	522 Sigmon Rd Lincolnton NC, 28092
ASE-FP-WAN-LT100M-100M PORT	ASEoD FatPipe WAN Edge <100M (100M PORT)	1	128 Motz Ave Lincolnton NC, 28092



LINCOLNTON
AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council
Date: August 3, 2023
From: Ed Hatley, Mayor
Subject: Appointment of City Attorney & Contract Agreement

Summary:

Final selection/appointment of a new City Attorney after review of proposals received and interviews conducted

Background:

City Attorney T.J. Wilson announced his retirement from the position effective June 30, 2023. A Request For Proposals (RFP) for legal services was posted. Responses from qualified firms/individuals interested in providing legal services as the City Attorney were received and reviewed. The selection process is currently underway.

Fiscal Impact:

See Employment Agreement

Recommendation:

Motion to approve appointment of City Attorney as required by NCGS 160A-173

Attachments:

1. City Attny RFP

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
City Attorney
Thomas J. Wilson, Jr.

For Immediate Release
June 1, 2023

Rare Opportunity for City Attorney Position

The City of Lincolnton has a rare opportunity for a lawyer or legal firm to represent the city as City Attorney. Current City Attorney Thomas J. (TJ) Wilson has announced his retirement from the position as of June 30, 2023.

The city is seeking a firm/individual to dedicate an estimated 3-5 hours per month dependent upon the issues facing the city and its various departments. In addition to providing legal representation for the Mayor and Council, Staff, and Boards and Committees, the City Attorney also provides legal research, negotiations, interpretations, analysis, and monitors legislation, among other responsibilities. Please see the full [Request for Proposals](#) for complete position details and descriptions.

Attorneys and legal firms interested in this opportunity are encouraged to submit statements of qualifications and experience by June 15, 2023.

After proposals are received, the city may invite several candidates or firms to be interviewed before making a final selection. The selected firm will negotiate with the city on fee and contract conditions.

Submittal Requirements – Deadline June 15, 2023, 5pm

Interested parties should submit the following items in packet form to the city for consideration. Electronic submissions will be accepted; however we ask that you provide this information in a single PDF file:

1. Statement of Qualification and resources of the firm/individual, including governmental experience to include description of areas of expertise or relevant experience that may benefit the city.
2. Statement of interest in providing service to the city.
3. Indication of ability to provide timely and efficient service to the city, including a specification of how many hours per week could be devoted solely to city business.
4. Suggested contractual terms to include hourly rates.
5. Other factors or information thought to be important to the city in considering the proposal.

Please see the entire [RFP document \(LINK\)](#)

Responses should be directed to:
Daphne Ingram, City Clerk
City of Lincolnton
114 W. Sycamore Street – P.O. Box 617
Lincolnton, NC 28093
Phone: 704-736-8980
E-mail: [dingram@lincolntonnc.org](mailto:d Ingram@lincolntonnc.org)



LINCOLNTON AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council

Date: August 3, 2023

From: Ryan Heavner, Fire Chief

Subject: Approval of Fire Department's request to submit an application for matching grant (50/50) to the NC League of Municipalities Safety Grant Program

Summary:

Chief Ryan Heavner and staff at the Lincolnton Fire Department would like to request permission to submit an application for a matching grant to the NC League of Municipalities Safety Grant Program.

Members may apply for up to five (5) individual items on each grant submission. Each member can receive only one grant award each fiscal year. Grant request, including quotes, must be submitted by the November 30th close date.

Background:

Grants through the NC League of Municipalities Safety Grant program help members purchase equipment and services that will significantly reduce the potential for future workers' compensation, property/casualty, or liability insurance claims. Members are eligible for up to \$5,000 in matching grants for each pool in which they participate. Only current NC League of Municipalities Risk Management Services (RMS) workers' compensation or property and liability insurance pool members may apply.

Fiscal Impact:

50/50 Match

Recommendation:

Motion to approve request to submit application for matching grant

Attachments:

1. LINCOLNTON EV BLANKET JULY 2023 (1) - grant info

QUOTE

RHINEHART FIRE SERVICES

22 Piney Park Rd., Asheville NC 28806
Office 828-273-1789
Cell Phone 704-604-2492
jody@rhinehartfire.com

DATE 7/05/2023

EXPIRATION DATE 8/05/2023

TO LINCOLNTON FIRE DEPARTMENT
ATTN CHIEF SMITH

SAME

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
JODY BROWN	BLANKET	NET 10	

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
4	TEMPEST-LEADER#S01.01.008 Leader Stop Fire Blanket with Instruction Panel Only	2079.32	8317.28
1	SHIPPING COST	400.00	400.00
	LEAD TIME IS IN STOCK		

UNLESS NOTED ABOVE PRICES DO NOT INCLUDE ANY APPLICABLE TAX

OR SHIPPING CHARGES, CREDIT CARD PAYMENT FEE OF 3% MAY BE APPLIED

SUBTOTAL	8717.28
SALES TAX	610.20
TOTAL	9327.48

Quotation prepared by: JODY BROWN REGIONAL SALE PERSON RHINEHART FIRE SERVICES, INC. _____

This is a quotation on the goods named, subject to the conditions noted below: (Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.)

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!



LINCOLNTON
AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council
Date: August 3, 2023
From: Ritchie Haynes, City Manager
Subject: Amendment to the City of Lincolnton Code of Ordinances Parking Schedule in the 100 and 200 blocks of Main Street

Summary:

In response to requests from downtown merchants and city residents, the Traffic Safety Committee is submitting an amendment to the City of Lincolnton Code of Ordinances Parking Schedule in the 100 and 200 blocks of Main Street, going from 2 hour parking to 3 hour parking.

Background:

Fiscal Impact:

None

Recommendation:

Approval of amendment to the Code of Ordinances Parking Schedule as recommended by staff

Attachments:

1. O-10-23 - 100 & 200 block changed to 3 hour parking

**O-10-23
ORDINANCE**

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

Chapter 75 TRAFFIC SCHEDULES

**SCHEDULES III: PARKING LIMITED TO TWO HOURS OR AS
DESIGNATED IN THE SCHEUDLE BELOW**

CHANGE:

Street Name	Parking Time Designation
Main Street 100 and 200 blocks	3 hours

This amendment shall become effective upon erection of the appropriate signage.

Amended this the 3RD day of AUGUST 2023.

**DAPHNE INGRAM, CMC
CITY CLERK**

**ED HATLEY
MAYOR**

**SCHEDULE III: PARKING LIMITED TO TWO HOURS OR AS DESIGNED
IN THE SCHEDULE BELOW**

<i>Street Name</i>	<i>Parking Time Designation</i>
Academy Street	2 hours
Aspen Street	2 hours
Cedar Street	2 hours
City Hall parking lot	Limited to 30 minutes for public parking
Court Square	2 hours
East Main Street, south side in 200 block	30 minute loading/unloading zone
Main Street 100 and 200 blocks	2 hours — 3 hours
Main Street 300 block	3 hours
Main Street 400 block	Open parking
Main Street from Court Square to Government - north side	2 hours
Poplar Street	2 hours
Sherrill Avenue, the west side, from Alexander Street to Hoke Street	2 hours
South Poplar Street, the west side, from East Main Street to East Water Street	2 hours
Sycamore Street from Court Square to North Academy	2 hours
Sycamore Street from North Flint Street to North Academy	Open parking
Water Street from Court Square to Poplar Street	2 hours
West Main Street (both north and south sides), from the Court Square to Government Street	2 hours
West Water Street, the south side, from South Government Street to Court Square	2 hours



LINCOLNTON
AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council
Date: August 3, 2023
From: Ritchie Haynes, City Manager
Subject: Request for property Access - 948 N. Aspen Street (Robert Bosh Tool Corporation)

Summary:

Request for property access from WSP USA Environment & Infrastructure Inc., on behalf of Robert Bosh Tool Corporation to conduct activities to support the on-going environmental investigation of the former BOSH Lincolnton Manufacturing Division Facility

Background:

The former Robert Bosh Tool facility is in the voluntary cleanup program and is undertaking activities per the program's requirements for environmental investigation. Scope of work may include installation of soil borings, installation of temporary or permanent groundwater monitoring wells and sampling of environmental media. Access agreement is attached for review

Fiscal Impact:

N/A

Recommendation:

Approval of request for property access

Attachments:

1. Request for Property Access - 948 N Aspen St. BOSH



June 2, 2023

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

City of Lincolnton
Attn: Mr. Ritchie Haynes, City Manager
P.O. Box 617
Lincolnton, NC 28093

**Re: REQUEST FOR PROPERTY ACCESS
948 NORTH ASPEN STREET
LINCOLNTON, NORTH CAROLINA**

Dear Mr. Haynes:

WSP USA Environment & Infrastructure Inc., on behalf of Robert Bosch Tool Corporation (RBTC), requests access to your property at 948 North Aspen Street, Lincolnton, North Carolina 28092 to conduct activities to support the on-going environmental investigation of the former RBTC Lincolnton Manufacturing Division Facility located at 124 Legionnaire Road, Lincolnton, North Carolina. The former RBTC facility is in the voluntary cleanup program and RBTC is undertaking activities per that program's requirements for environmental investigation. The scope of work may include installation of soil borings, installation of temporary or permanent groundwater monitoring wells, and sampling of environmental media (soil, groundwater, surface water, and/or soil vapor). Prior to accessing your property, a representative from WSP will contact you to inform you of the date, duration, and type of work to be conducted. Work conducted on your property, if required, will be completed in a timely-manner and you will be notified by a representative from WSP upon completion. The access agreement is attached for your review.

Please read and review the enclosed access agreement. Your signature is required on the final page. Return the signed copy either by email (sheri.knox@wsp.com) or mail (WSP, Attn: Sheri Knox, 1001 Wade Avenue, Raleigh, NC 27605).

If you have questions or need additional information, please contact Sheri Knox of WSP USA Environment & Infrastructure Inc. at (919) 995-6444.

Sincerely,

pki, BOSCH, US, S, T, Steve.Wojdyla

Digitally signed by pki, BOSCH,
US, S, T, Steve.Wojdyla
Date: 2023.06.02 10:34:49
-05'00'

Steve Wojdyla
Manager, Environmental Health and Safety
Robert Bosch Tool Corporation

Enclosures: Access Agreement

ACCESS AGREEMENT

This Access Agreement (“**Agreement**”) is made and entered into on [_____,] 2023 (“**Effective Date**”) by and between CITY OF LINCOLNTON (“**Owner**”), and ROBERT BOSCH TOOL CORPORATION, a Delaware corporation (“**Company**”). In consideration of the covenants and agreements set forth in this Agreement, Owner and Company agree as follows:

1. **Right of Entry and Access.** From and after the Effective Date, and for so long as this Agreement shall remain in effect, Owner grants to Company and its consultants, contractors, subcontractors, employees and representatives (collectively, “**Company’s Representatives**”) the right to enter upon the real property commonly known as 948 North Aspen Street, Lincolnton, North Carolina 28092 as legally described on attached **Exhibit A** (the “**Property**”) for the purpose of conducting the investigations set forth on attached **Exhibit B** to determine the environmental condition of the Property and complete the work identified as part of such investigations (the “**Work**”).

2. **Term.** The term of this Agreement shall commence on the Effective Date and remain in effect until such time as Company has completed its investigations of the Property and the Work for the Property has been completed in accordance with the terms of this Agreement and applicable laws (the “**Term**”).

3. **Notice of Access.** Owner shall be given reasonable notice of the time of Company’s entry upon the Property and the anticipated length of time for each entry on the Property. Each notice shall be given no less than three (3) business days prior to the entry date. Company shall identify all of Company’s Representatives and others who may be on the Property during the performance of the Work.

4. **Non-Interference by Owner.** Owner shall ensure that Owner and Owner’s occupants, employees, contractors, agents and representatives shall not obstruct, cover, tamper with, or otherwise take any action that would impede Company’s access to the Property and any associated equipment, monitoring wells and other testing instruments relating to the Work.

5. **Company’s Responsibilities.**

5.1 Company and Company’s Representatives shall not unreasonably interfere with Owner’s possession, use and/or business operations conducted on the Property and shall comply with all applicable federal, state and local codes, ordinances, rules, regulations and laws governing the Property, including any of Owner’s applicable workplace safety regulations, policies and procedures (“**Applicable Laws**”).

5.2 Company, at its sole expense, shall obtain and maintain in its name all necessary permits and governmental approvals required in connection with the Work. Company shall bear all costs associated with any required removal or disposal of equipment, wells, wastes generated from the Work, or other materials brought or generated on the Property by Company including reasonable costs of restoration to the Property such as, by way of example, patching asphalt or replacing damaged landscaping caused by Company’s entry on the Property under this Agreement

5.3 Upon expiration of the Term of this Agreement, Company, at its own expense, shall remove all of its equipment, supplies and other personal property from the Property and restore the Property to substantially the same condition that it was in as of the Effective Date of this Agreement, reasonable wear and tear excluded; provided, that in lieu of removing any wells installed on the Property, Company may close or abandon them, at its expense, in accordance with Applicable Laws.

6. **Covenant against Liens.** The Company shall not do any act which will in any way encumber the title of Owner in and to the Property. Any claim to a lien upon the Property arising from any act or omission of Company shall be valid only against Company and shall in all respects be subordinate to the title and rights of Owner, and any person claiming through Owner, in and to the Property. Company shall remove any such lien or encumbrance on the Property within ten (10) days after it has arisen; provided, however, that Company may in good faith contest any such item if it posts with Owner a bond or other security deemed adequate by Owner and in accordance with Applicable Laws.

7. **Insurance.** Each of the Company's Representatives that enter the Property shall procure and maintain throughout the Term of this Agreement the following: (i) commercial general liability insurance in an amount of at least One Million Dollars (\$1,000,000), combined single limits and in the aggregate; and (ii) automobile liability insurance in the coverage amount of at least One Million Dollars (\$1,000,000), combined single limits and in the aggregate.

8. **Indemnification.** Owner agrees to hold Company and any authorized agents of Company harmless from any loss or damage not caused by gross negligence or criminal activity. Owner agrees to immediately notify Company of any loss or damage that Owner reasonably believes may have been caused by either the gross negligence or criminal activity of Company. Owner further agrees to defend and hold Company harmless of and from any loss or liability in relation to any claim asserted by any person or entity for loss or damage associated with Company's activities on the subject property not caused by gross negligence or criminal activity.

9. **Governing Law.** The invalidity or unenforceability of any part or provision of this Agreement shall not affect the validity or enforceability of any other part or provision. This Agreement shall be governed by the laws of the State of North Carolina.

10. **Entire Agreement; Amendment.** This Agreement represents the entire agreement between the parties with respect to Company's rights of entry and access to, and use of, the Property. This Agreement may be amended, modified or superseded, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed by both parties.

11. **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

12. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Executed signature pages transmitted via facsimile or electronic mail shall be deemed original executed signature pages.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Owner and Company have executed this Agreement as of the Effective Date.

COMPANY:

ROBERT BOSCH TOOL CORPORATION,
a Delaware corporation

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

OWNER:

CITY OF LINCOLNTON

By: _____

Name: _____

Title: _____

Exhibit A
LEGAL DESCRIPTION

The land situated in Lincolnton Township, Lincoln County, North Carolina and more particularly described as follows:

[TO BE INSERTED BY OWNER]

Exhibit B
SCOPE OF WORK

1. Inspect the Property by conducting soil boring tests, test pits, installing monitoring wells and any other testing or sampling activities to confirm the existence of any hazardous materials, air pollution, groundwater contamination and/or other existing environmental issues.
2. Determine relevant remediation measures for any identified hazardous materials, air pollution, groundwater contamination and/or other existing environmental issues.
3. Conduct any work required to meet federal, state, local and other requirements regarding remediation of any identified environmental issues.



LINCOLNTON
AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council
Date: August 3, 2023
From: Ritchie Haynes, City Manager
Subject: Consideration/Approval of Americans with Disabilities Transition Plan Proposal

Summary:

Precision Infrastructure Management have provided options to assist in the implementation and fulfillment of the requirements of Title II of the Americans with Disabilities Act (ADA) for ADA transition planning.

Background:

The City of Lincolnton is undergoing a study to look at our Americans with Disabilities Act (ADA) compliance. The ADA requires the City, as a public agency, to complete a self evaluation and create an ADA transition plan. The City is working with Precision Infrastructure Management (PIM), to assist.

Fiscal Impact:

See attached

Recommendation:

Motion to approve/accept project proposal

Attachments:

1. Americans with Disabilities Transition Plan Proposal

CITY OF LINCOLNTON, NC

AMERICANS WITH DISABILITIES TRANSITION PLAN

PROPOSAL

Prepared for
Mr. Ritchie Haynes,
City Manager, City of Lincolnton, NC

**PRECISION
INFRASTRUCTURE
MANAGEMENT**

Your Assets. Our Passion.



Casey Penland, Business Development Manager
C: (336) 870-5602
c.penland@precisioninfrastructuremgmt.com

CITY OF LINCOLNTON, NC

AMERICANS WITH DISABILITIES ACT TRANSITION PLAN

PROPOSAL

Prepared for
Ritchie Haynes, City Manager
114 W. Sycamore St.
Lincolnton, NC 28092

EXECUTIVE SUMMARY

Using the information provided by **Mr. Ritchie Haynes, City Manager**, Precision Infrastructure Management (PIM) proposes options to assist in the implementation and fulfillment of the requirements of Title II of the [Americans with Disabilities Act \(ADA\)](#) for ADA Transition Planning.

These options can include the following — Full ADA Transition Plan Management and:

- 1) Right of Way Self-Assessment or;
- 2) Right of Way Self-Assessment & Programs and Services Self-Assessment

PIM's proposal includes pricing options for each of these scenarios.

PIM is a corporation whose business is based solely on ADA Transition Plans, Condition Studies, and Pedestrian Infrastructure Management. Our experts have assisted our clients in improving pedestrian accessibility, safety, alleviating trip and fall liability, exceeding the requirements of the Americans with Disabilities Act (ADA), and improving community assets across the United States for over a decade. **We have worked with more than 500 municipal entities and projects across the Mid-Atlantic to help them complete ADA transition plans, comply with ADA Title II and III requirements, and to evaluate and maintain their right-of-way, facilities, and parks.** Our singular focus has allowed us to invest in specialized software systems, methodologies, skilled field collection technicians, and compliance staff that add efficiency to the tedious – yet important job – of finding, analyzing, and prioritizing remediation of barriers for people with disabilities.

Within the State of North Carolina alone, we have worked with more than 100 municipal entities to help them complete ADA transition plans, comply with ADA Title II and III requirements, and assess and maintain their right-of-way, facilities, and parks.

PIM Condition Assessments are not a sample of the conditions but a comprehensive assessment that allows the City of Lincoln to use it as part of an implementation plan to improve ROW accessibility on pedestrian walkways.

Above all, PIM aspires to provide actionable data and reports that will reduce overall budget expenditures while improving accessibility for Lincoln's residents and visitors.

TECHNICAL APPROACH

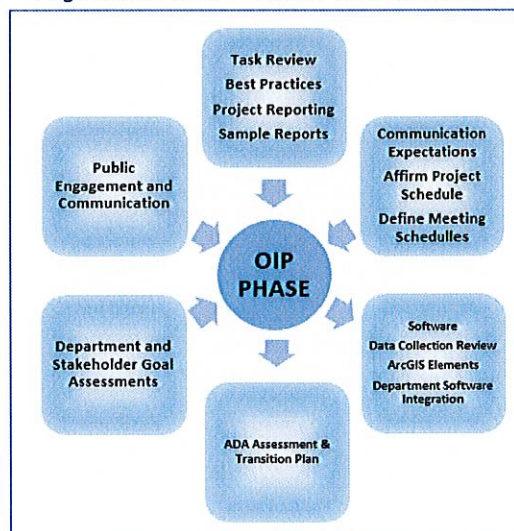
PIM will employ a phased approach to develop and execute the full ADA Self Evaluation and Transition Plan for the City of Lincoln's scope of work. The phases include:

- 1) Organization & Initiation
- 2) Community Engagement
- 3) Data Collection and Analysis
- 4) Recommendations, Budgets, and Reports development
- 5) Transition Plan finalization, Presentation of deliverables, and Project Closeout.

ORGANIZATION AND INITIATION

The Organization Phase starts with an introduction of the PIM project team to the City of Lincoln project team through a project kickoff meeting where the scope and schedule for the project are confirmed. Any initial schedule adjustments from the proposed schedule should be made at this time. Roles and responsibilities for each team member will be clarified and any City policies or procedures the PIM team needs to be made aware of should be shared at this time. A schedule for routine project updates and milestone deliverables (if required) will be determined during this phase. Project Deliverables will also be clarified at this phase.

Organization and Initiation Phase Schematic



COMMUNITY ENGAGEMENT

PIM will use the below guidelines when soliciting and utilizing engagement from community members in Lincolnton.

- 1) Inform - Provide balanced/objective info to assist in understanding the problem, alternatives, opportunities, and solutions.
- 2) Consult - Obtain feedback on analysis, alternatives, and decisions.
- 3) Involve - Ensure that concerns and aspirations are understood and considered.
- 4) Collaborate – Encourage partnerships in each aspect of the decision, including the development and identification of the preferred solution.

In support of the City's existing efforts, we will work to coordinate and communicate with internal and external stakeholders. The goal is to generate buy in, which can be better achieved by engaging stakeholders throughout the process, collecting input/feedback, & incorporating that feedback. To demonstrate the impact of stakeholder and public engagement, the Plan will include a robust communication strategy to widely inform the public of the finished Plan.

DATA COLLECTION AND ANALYSIS

PIM can collect all the required information to power the final ADA Transition Plan:

- 1) Self-assessment of pedestrian Right-of-Way
- 2) Assessment of services and programs, including Web resources.

Self-Assessment of pedestrian ROW and Facilities

The majority of ADA compliance issues will be found during the pedestrian ROW assessment. Consequently, PIM believes this portion of the assessment is of the utmost importance. Proper training for surveyors on field collecting in the ROW can provide the difference between an incomplete self-assessment and the successful execution of Lincolnton's ADA goals.

PIM will use its proprietary data collection methods for ROW and facility evaluations that incorporates the ADA Accessibility Guidelines for ADA Transition Planning, Public Right-of-Way (ROW) Accessibility Guidelines, ABA Standards for Recreation Facilities, and Self-Assessment Checklists for Public ROW, Facilities, and Parks. References to these standards and guidelines are provided below.

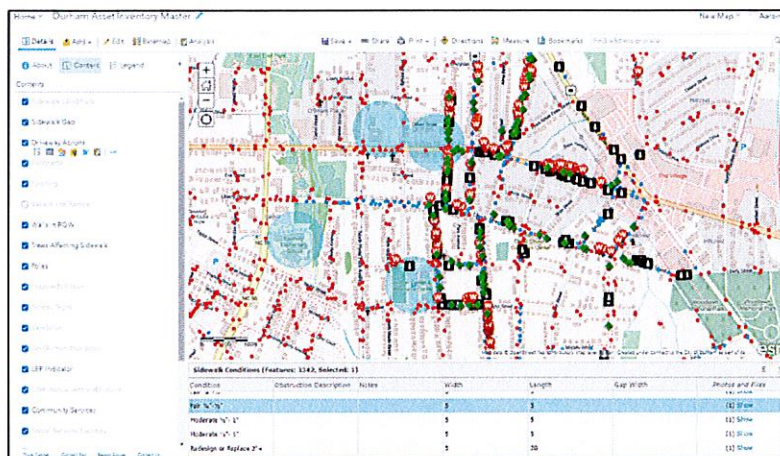
- ADA Transition Plan Guidelines Title II Checklist: [Checklist](#)
- Public Right-of-Way Accessibility Guidelines: [PROWAG](#)
- ADA Accessibility Guidelines: [ADAAG](#)
- Web Content Accessibility Guidelines: [WCAG](#)
- Manual on Uniform Traffic Control Devices for Streets and Highways: [MUTCD](#)
- North Carolina Department of Transportation 2015 ADA Self-Assessment & Transition Plan [NCDOT](#)

The public ROW evaluation is based on a 5-step industry leading framework that includes the following steps.

1. Identify & Inventory
2. Inspect & Assess
3. Analyze & Decide
4. Prioritize Work
5. Repair, Demolish & Replace, or Remediate

PIM's Process is derived from the practice of Asset Management. For municipalities, Asset Management seeks to optimize life cycle costs for infrastructure assets by extending the useful life of each asset (to reach or exceed its design target) and lower the overall cost of new construction or renewal maintenance activities.

PIM will use PROWAG as the basis for all public ROW evaluations. PIM will produce a report detailing all



deficiencies, recommendations to mitigate those deficiencies and budget estimates for the cost of mitigation by category of deficiency. Each site's facilities and deficiencies will be mapped into an ArcGIS layer to provide visual representation of the deficiencies and used as a platform to build the ADA Transition plan.

General meta-data variables and deficiencies routinely captured include but are not limited to the following: vertical displacement height class, GPS latitude / longitude coordinates, square footage of

sidewalk panels, linear feet of curb / gutter, deficiency type, pictures and/or priority rating values (PRV).

Programs and Services: Evaluation of programs, services, activities, and communications

PIM can also conduct a comprehensive review of the City of Lincolnton's efforts of being inclusive and providing accessible programs, activities, and services for all residents and visitors. Department of Justice rules and checklists such as ADA Title II regulations 28 CFR Part 35 Nondiscrimination on the Basis of Disability in State and Local Government Services will be utilized as part of the evaluation. The Program, Policy, Services, and Communications evaluation involves a comprehensive review of all City written and unwritten policies, rules, regulations, and communication methods. The purpose of these activities is to determine if any services, programs, or activities have language, processes, policies, or methods that discriminate or potentially discriminate against otherwise qualified individuals with disabilities and/or present barriers to access. This process offers two primary areas of review and recommendations related to the City's ADA Title II and PA Human Rights Act compliance efforts.

Website Evaluation

PIM will coordinate the evaluation of City's web-based resources and sites to verify compliance with available web accessibility guidelines. The project team will work closely with the appropriate City personnel to identify relevant pages/content for evaluation and determine preferred formats for reporting and interpreting evaluation results. The project team uses a four-step action plan for website evaluation that focuses on high-traffic pages/content, generates practical, usable data for City personnel, and maximizes the inclusion and participation of users with disabilities. Upon completion of the evaluation, the City of Lincolnton can publish an online statement of accessibility conformance that is valid for two years.

RECOMMENDATIONS, BUDGETS, & REPORTS DEVELOPMENT

Collecting accurate deficiency data is only the first step in the ADA TP process. Many consultants and municipalities can be overwhelmed by the sheer volume of deficiency data, leading to "analysis paralysis." Often the data, collected at great cost, is mothballed before a report is even delivered. This is why PIM puts such great value on collecting actionable data and developing meaningful prioritization metrics for our clients.

BlueDAG

The self-evaluation process creates large amount of data on barriers that need mitigation. Managing this process over multiple budget cycles and between multiple staff members can be extremely challenging. PIM has partnered with BlueDAG, an innovative cloud-based software suite, that offers a number of tools to ensure Lincolnton's Transition Plan is a living, useful document for years after completion.

Transition Plan Manager - a Living Transition Plan

BlueDAG's Living Transition Plan makes it easy to build your TP and publish updates. Information from the Inspection Suite flows into your Plan, and unlimited Addendums allow you to tailor Plan content. An optional Live Map view lets constituents obtain live, up-to-the-minute information on identified barriers and remediation.

Grievances Plus - Seamless grievance & RA handling

You'll respond to complaints and accommodation requests effectively with Grievances Plus. From optional self-service intake to assignable tasks to automated communication, Grievances Plus replaces reams of paperwork and manual processes with a simple, practical framework. Titles II, III, VI, and IX are supported with customizable workflows.

PIM is a strategic partner of BlueDAG and uses its facility assessment tools to power portions of the self-assessment phase.

Maintenance activities, demolition & replacement (D&R), cost estimation, and long-term planning

Utilizing alternative recommended maintenance activities and D&R, short- and long-term cost estimates and planning is conducted. The best solution will depend on the type of defect, extent of damage, and deterioration by deficiency. Using best practice data from municipalities across the United States, PIM recommends adopting the following policy as it relates to sidewalk maintenance:

- **Always repair wherever and whenever possible, while staying compliant with ADAAG and PROWAG**
- **Use demolition and replacement as a last resort.**

This policy maximizes budgets, pedestrian safety, and compliance. Using a set of industry benchmarks for the alternative maintenance activities, we have provided estimates of cost for addressing a sample set of deficiencies. PIM will organize ROW collection data to ensure alternative maintenance activities can be utilized for certain deficiency categories.

ADA TRANSITION PLAN DEVELOPMENT

The final phase of the project will be to develop the full ADA Transition Plan. Using results of the Self-Evaluation Report & Recommendations, policy reviews, City Staff guidance, and public feedback, PIM will develop a fully compliant ADA Title II Transition Plan for the City of Lincoln. The plan will include, but is not limited to:

- Documentation of methodologies used in the self-evaluation of existing barriers to accessibility;
- A summary of the findings of the self-evaluation of facilities, policies, programs, activities, and communications;
- A comprehensive Implementation Plan containing:
 - Detailed recommendations of remedial measures and prioritization;
 - Cost estimates of remediation measures and barrier removal plans;
 - Implementation schedules with appropriate milestones and measures of achievement;
 - Procedures for periodic review and updating of the Transition Plan;
 - List of official responsible for implementation of the Plan;
 - Procedures and forms for performing evaluations of additional barriers;
 - List of references and contact information for ADA and accessibility-related resources.

All required ADA documents including Public Notice, City ADA Policy statement, City Resolution to adopt an ADA Title II Transition Plan, Accessibility Grievance Procedure, and ADA Coordinator contact information.

A draft version of the Plan will be developed by PIM for review with City and community stakeholders to provide input to the final report. Two rounds of edits are included in this pricing, while additional rounds will require a change order.

Legal Disclaimer

While PIM endeavors to perform our services in a professional, thorough, and workmanlike manner, we work with hundreds or thousands of data points and therefore cannot make any guarantees or warranties regarding the completeness of our assessments. PIM acts as an advisor to its clients and is not an engineering firm. No engineer has vetted or approved the data PIM provides. Should you identify any missed data points, whether within the specified scope of this project or not, please contact us and we will work with you to address them. Self-assessments are required of municipalities by law and it is the municipalities' responsibility to fully collect this data accurately. It is entirely the municipalities responsibility to utilize this data however they deem appropriate.

PRICING SUMMARY OPTIONS

PIM is offering two separate pricing and scope options for completion of the City of Lincolnton's ADA Transition Plan. All components are integral pieces of a complete ADA Transition Plan, but the components can be performed over multiple budget cycles due to policy, planning, or budgetary constraints.

Option 1 — ADA Transition Plan with ROW Self-Assessment - \$25,125*

Option 2 — ADA Transition Plan with ROW / Programs and Services Self-Assessment - \$29,760

**This cost assumes 16 miles of sidewalk. Additional assessment beyond 16 miles will require a change order.*

PROJECT SCHEDULE AND DURATION

The field collection portion of this project is anticipated to take approximately 90 days to complete, with the note that wet weather days may delay our operations. Facility assessments will take an estimated 10 days to complete. No assistance will technically be required from the City of Lincolnton by our field collection team, we do welcome site visits, evaluations, and recommend periodic meetings with your staff at your convenience at any time.

SAFETY

PIM has a flawless safety record; we use OSHA approved equipment, certify all employees who work directly on sidewalk condition studies, and have outstanding safety practices for both employees and the public who may be using the walkways and facilities we are surveying. We have worked in dense urban, high pedestrian traffic areas, universities as well as residential neighborhoods and historic districts to complete condition assessments without incident. Our clients often receive unsolicited compliments for the work we are performing for them.

INSURANCE AND INCORPORATION

PIM is a corporation registered in the state of Delaware with a Certificate of Authority to operate in North Carolina, Virginia, West Virginia, District of Columbia, Pennsylvania, and New York. Proof of liability, workers compensation, and auto insurance will be provided as requested.

CONFIDENTIALITY

This copyrighted material is presented by PIM to the City of Lincolnton for the purpose of evaluating an offer to provide self-assessment, condition study, and ADA transition related products and services. These literary, graphic, and pictorial works may not be reproduced or retransmitted in any form and the information presented in this proposal may not be disseminated without express written consent.

PROJECT ACCEPTANCE

Email: c.penland@precisioninfrastructuremgmt.com
or Fax to: (800) 734-8891

PIM is offering two separate pricing and scope options for completion of the City of Lincolnton's ADA Transition Plan. All components are integral pieces of a complete ADA Transition Plan, but the components can be performed over multiple budget cycles due to policy, planning, or budgetary constraints.

_____ **Option 1** — ADA Transition Plan with ROW Self-Assessment - \$25,125

_____ **Option 2** — ADA Transition Plan with ROW / Programs and Services - \$29,760

Approved By: _____

Title: _____

Signature: _____

Phone: _____

Email: _____

Notes:

Assessment Attributes for City of Lincolnton, NC

- Vertical Height Displacements (VHDs) >0.25 inch
 - Vertical height displacements greater than 0.25 inches between contiguous concrete panels, collected in three classes ranging from small (0.25 to 0.49 inches) to medium (.50 to .99 inches) to large (1 inch to 2.5 inches) along with the square footage of the affected panels. ([R302.7.2](#))
- Demolition & Replacement Recommendations
 - Concrete panels with 4 or more cracks, greater than 1-inch gap between panels, significant spalling, VHD greater than 2.5 inches, extreme running slope issue (>20%) or other extreme and non-repairable issues; Non-compliant brick, asphalt, or other non-concrete paths.
 - Extreme Cross Slope Issues – Greater than 4% slope (1 to 25 rise/run) for more than 100 feet; [PROWAG Guidelines](#) require 2% maximum cross slope. This collection item is intended to find the highest priority and most pervasive issues creating urgent safety issues. ([R302.6](#))
- Pedestrian Access Route (PAR) Width Less than 4 ft. ([R302.3](#))
 - Concrete/PAR physically less than 4 ft. – Areas where the PAR was not designed to meet PROWAG's 4 ft. requirement.
 - Vegetative Barrier – Picture and location for significant vegetation, including trees, blocking the PAR, generally defined as vegetation that is not seasonal in nature.
 - Ground – Physical barrier that obstructs the PAR and limits the 4 ft. required space. Examples include signposts, fire hydrants, power poles, derelict/abandoned items, mail boxes, walls inclining into PAR.
 - Vertical – Physical obstructions less than 6.7 ft. off the PAR, creating head clearance issues. Examples include signs, boxes on telephone poles, etc. ([R402.2](#))
- ROW Ponding
 - Areas of obvious (when wet) or deduced ponding within the PAR (on sidewalk)
 - Areas of obvious or deduced ponding within the gutter pan

- **Curb Ramp and Blended Transitions**

- No curb ramp – [According to PROWAG](#), “A curb ramp, blended transition, or a combination of curb ramps and blended transitions complying with R304 shall connect the pedestrian access routes at each pedestrian street crossing.”
- Replacement Needed – Curb ramps severely compromised due to concrete/asphalt degradation, with the ramp no longer effectively serving its function.
- Inaccessible - Ramp is inaccessible due to build up of debris, etc.
- Running Slope – Categorized into compliant (<8.3% slope), Non-compliant (8.34% to 12%), and severely non-compliant (>12.1%) ([R304.2.2](#))
- Flare Slope – Where a pedestrian circulation path crosses the curb ramp, flared sides shall not exceed 10% ([R304.2.3](#))
- Ponding – Areas where ponding water and drainage issues create pooling/ponding at the bottom of curb ramps ([406.1 – “Curb ramps must be designed to prevent accumulation of water.”](#))
- Width – 4 ft. (yes/no) ([R304.5.1.1](#))
- Flush Transition – Is there a flush transition between the street and sidewalk (yes/no) ([R305.2.2](#))
- Trip Hazards Present – Are there trip hazards (see above for definition) present on any parts of the ramp leading down to or up from the ramp (yes/no)
- Counter Slope - The counter slope of the gutter or street at the foot of curb ramp runs, blended transitions, and turning spaces shall be 5 percent maximum. (yes/no) ([R304.5.4](#))
- 4x4 turning space and 2% or less slope (yes/no/NA for parallel curb ramp) ([R304.5.3](#))
- Detectable Warnings (DWs) – Are DWs present on the curb ramp (yes/no) ([406.8](#))
 - Contrasting color ([R305.1.3](#))
 - At least 2 ft. wide in direction of pedestrian travel ([R305.1.4](#))
 - Full width of curb ramp ([R305.1.4](#))

City of Lincoln Representative



LINCOLNTON
AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council
Date: August 3, 2023
From: Ritchie Haynes, City Manager
Subject: Adoption of Ordinance Amending the City of Lincolnton Code of Ordinances Title XIII General Offenses by adding two sections: Loitering and Disorderly Conduct on Public Property and Urban Camping and Improper Use of Public and Private Places

Summary:

In an effort to address the growing concerns regarding homelessness and vagrancy within the city, management and staff are requesting language be added to the city's code of ordinances to provide guidance when addressing the issue.

Background:

Fiscal Impact:

NA

Recommendation:

Motion to approve an amendment to the City's Code of Ordinances

Attachments:

1. O-11-23 - camping and improper use of public and private places
2. O-11-23 - Exhibit A camping and improper use of public and private places

O-11-23
AN ORDINANCE AMENDING TITLE XIII: GENERAL OFFENSES, OF CITY OF LINCOLNTON CODE OF ORDINANCES BY TWO NEW SECTIONS: LOITERING AND DISORDERLY CONDUCT ON PUBLIC PROPERTY AND URBAN CAMPING AND IMPROPER USE OF PUBLIC AND PRIVATE PLACES

WHEREAS, the City of Lincolnton desires that streets and public areas be assessable and available to residents and the public at large; and

WHEREAS, the use of streets and public areas for camping purposes and storage of personal property interferes with the rights of others to use the areas for the purposes for which it is intended and may have adverse public health and safety impacts; and

WHEREAS, the purpose behind the addition of these sections is to maintain streets, parks and other public and private areas within the city in a clean, sanitary and accessible condition, and to adequately protect the health, safety and public welfare of the community, while recognizing that, subject to reasonable conditions, camping and camp facilities associated with special events can be beneficial to the cultural and educational climate in the city.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Lincolnton, North Carolina, as follows:

Section 1. Section 130.08 and Section 130.09 is hereby added to Title XIII: General offenses; Chapter 130: Offenses Against Public Peace and Safety, of the City of Lincolnton Code of Ordinances, as described in attached Exhibit A, and incorporated by this reference.

Section 2. All ordinances, resolutions or codes in conflict with the provisions of this Ordinance or Code adopted by this Ordinance are repealed.

Section 3. If any section, subsection, sentence, clause, phase or portion of this Ordinance or any part of these amendments to the Code of Ordinances adopted herein is for any reason held to be invalid or unconstitutional by decision of any court of competent jurisdiction, such decision will not be read to affect the validity of the remaining portions thereof.

Section 4. This ordinance will become effective upon adoption.

Passed and adopted this 3rd day of August, 2023

Ed Hatley, Mayor

ATTEST:

Daphne Ingram, City Clerk

§ 130.08 LOITERING AND DISORDERLY CONDUCT ON PUBLIC PROPERTY.

- (A) *Purpose and intent.* Generally, public property has a specific or primary purpose. Public streets are intended to be used for vehicular and some pedestrian travel. Public sidewalks are intended for pedestrian travel. Public parks normally carry a recreational use and each public building or other public parcel of land will have its own specific purpose. For some public areas, use as a public assembly or public forum is an incidental use. Public places are not intended as a place of business for crime nor does any particular group of citizens have the right to appropriate public areas for their specific purpose and use without necessary permission. Public streets and sidewalks must remain open for public travel and law-abiding citizens must not be discouraged or intimidated from using such streets and sidewalks. There are two identifiable conditions which discourage legitimate public use of public property. Firstly, under some circumstances, unruly groups simply impede the flow of vehicular and pedestrian traffic. Secondly, soliciting for drug related activities will create public areas controlled by the criminal element of the community if allowed to go unchecked. This chapter is intended to restore the use of the streets, sidewalks and other public parks and public areas within the city to lawful use by law-abiding citizens.
- (B) *Definition.* For purposes of this section, the term "public place" means any street, sidewalk, bridge, alley or alleyway, plaza, park, driveway, parking lot, transportation facility, public vehicular area as defined in G.S. 20-4.01, as amended from time to time, other publicly owned or leased property, school and school grounds or property, common areas of apartments or condominium communities, common areas of public housing projects, any place of business or amusement which is open to the public, or the doorways and entrances to any buildings which front on any of these places or a motor vehicle in or on any of these places, or any other place to which the public has ready access.
- (C) *Impeding traffic.* It shall be unlawful for any person to congregate with others, loiter, stand around, lounge, sit upon parked vehicles, stop or leave cars or vehicles parked or standing with the intent or under circumstances evidencing the purpose to interfere with or impede the flow of vehicular or pedestrian traffic, to litter, to consume or use alcoholic beverages, or to otherwise disturb the public peace.
- (D) *Loitering for purposes of engaging in illegal drug activity.*
- (1) It shall be unlawful for any person to loiter, remain or wander about in a public place with the intent to or in a manner and under circumstances indicating the purpose to violate any provision of the North Carolina Controlled Substances Act, G.S. ch. 90, art. 5 (G.S. 90-86 et seq.), or any other law defining or prohibiting illegal drug activity.
 - (2) No arrest or charge is permitted under this subsection unless the circumstances establish probable cause to believe that the person intended to violate one or more of the provisions of the North Carolina Controlled Substances Act.
- (E) *Violation.* A violation of this section is a misdemeanor as set forth in G.S. 14-4.

§ 130.09 URBAN CAMPING AND IMPROPER USE OF PUBLIC AND PRIVATE PLACES

(A) *Purpose.* The streets and public areas within the city should be readily accessible and available to residents and the public at large. The use of these areas for camping purposes interferes with the rights of others to use the areas for which they were intended. Such activity can constitute a public health and safety hazard, which adversely affects neighborhoods and commercial spaces. Camping on private property without the owner's consent, without proper sanitary measures, and for other than a minimal duration adversely affects private property rights as well as public health, safety, and welfare of the city. The purpose of this section is to maintain streets, parks, and other public and

private areas within the city in a clean, sanitary, and accessible condition and to protect the health, safety, and public welfare of the community while recognizing that subject to reasonable conditions, camping and camp facilities associated with special events can be beneficial to the cultural and educational climate in the city. Nothing in this section is intended to interfere with otherwise lawful and ordinary uses of public or private property.

(B) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Available Shelter is a public or private shelter, with an available overnight space, open to an individual or family unit experiencing homelessness at no charge. A shelter shall not be considered available when the individual cannot occupy said space due to overcapacity, exhaustion of stay limitations, or when religious observance is required as a condition of gaining shelter. If the individual cannot utilize the overnight shelter space due to voluntary actions including, but not limited to, intoxication, drug use, unruly behavior, or violation of shelter rules, the overnight shelter space shall be considered available.

Camp means residing in or using a public street, sidewalk, public park or private land for private living accommodations, such as erecting tents or other temporary structures or objects providing shelter; parking of a motor vehicle, motor home or trailer, or mooring of a vessel or any other type of structure for living accommodation purposes, sleeping in a single place for any substantial prolonged period of time; regularly cooking or preparing meals; or other similar activities. Camping as defined in this section is deemed a public nuisance, and the city may summarily remove a temporary shelter, bedding, or personal belongings.

Other public property includes all public or municipal buildings, facilities, structures, properties upon which the buildings, facilities or structures are located, lots, parcels, and any other public properties.

Private Property means all privately-owned property including, but not limited to, streets, sidewalks, alleys, and improved or unimproved land.

Public Park includes all municipal parks, public playgrounds, public plazas, attractions and monuments.

Public Street includes all public streets, highways, rights-of-way, public sidewalks, public benches, public parking lots and medians.

Storing personal property means leaving one's personal effects, such as, but not limited to, clothing, bedrolls, cookware, sleeping bags, luggage, knapsacks, or backpacks, unattended for any substantial prolonged length of time. The term "storing personal property" shall not include parking a bicycle or other mode of transportation.

(C) Rules

(1) Unlawful Camping on Public Property

- (a) Permit required. So long as a public or private shelter is available, it shall be unlawful to camp or stay overnight in or on any city park, greenway, street, or any other city property without first receiving a permit from the director of recreation and parks. Camping shall include, but not be limited to, the use of park land, greenway, street, public right-of way, or under any bridge or viaduct, or any other city property for living accommodations, such as sleeping, storing personal belongings, making fires, digging, or cooking.
- (b) Removal of campsite. Upon discovery of an unattended campsite, removal of the campsite by the city may occur under the following circumstances:
 - (i) Prior to removing the campsite, the city shall post a notice, twenty-four (24) hours in advance.
 - (ii) At the time that a twenty-four-hour notice is posted, the city shall inform a local agency that delivers social services to homeless individuals where the notice has been posted.
 - (iii) The local agency may arrange for outreach workers to visit the campsite where a notice has been posted to assess the need for social service assistance in arranging shelter and other assistance.
 - (iv) All personal property shall be given to the police department whether twenty-four-hour notice is required or not. The property shall be stored for a minimum of fourteen (14) days during which it will be reasonably available to any individual claiming ownership. Any personal property that remains unclaimed for fourteen (14) days may be disposed of. For purposes of this paragraph, "personal property" means any item that is reasonably recognizable as belonging to a person and that has apparent utility. Items that have no apparent utility or are in an insanitary condition may be immediately discarded. Weapons, drug paraphernalia and items that appear to be either stolen or evidence of a crime shall be given to the police department.
 - (v) The twenty-four-hour notice required under subsection (b)(4) of this section shall not apply:
 - 1. When there are grounds for law enforcement officials to believe that illegal activities other than camping are occurring.
 - 2. In the event of an exceptional emergency such as possible site contamination by hazardous materials or when there is immediate danger to human life or safety.
- (c) Application outside city. This chapter applies to acts committed on property owned by the city that is located outside the city.

(2) Unlawful Camping on Private Property.

- (a) It is unlawful to camp upon private property with the city except as otherwise provided in this section.

(b) This section shall not apply to persons camping upon their own land or to persons camping with the written consent of the owner of the land, provided that such written consent is in their possession at the time and is shown upon demand of any peace officer. No person shall camp, or permit to camp, on private property for a period of time exceeding five (5) consecutive days without an interruption of at least seven (7) consecutive non-camping days. For purposes of this section, camping for any portion of a day shall count as a full camping day.

(3) **Unlawful Storing or personal property.** It shall be unlawful to leave one's personal effects, such as, but not limited to, clothing, bedrolls, cookware, sleeping bags, luggage, knapsacks, or backpacks, unattended for any substantial prolonged length of time. The term "storing personal property" shall not include parking a bicycle or other mode of transportation.

(4) **Exceptions.** This section shall not be construed to prohibit the following behavior:

- (a) Persons sitting or lying down as a result of a medical emergency;
- (b) Persons in wheelchairs sitting on sidewalks;
- (c) Persons sitting down while attending parades;
- (d) Persons sitting down while patronizing sidewalk cafes;
- (e) Children sleeping while being carried by an accompanying person or while sitting or lying in a stroller or baby carriage; or

(5) **Enforcement.** Any sworn law enforcement officer shall have the authority to enforce this section.

- (a) **Penalty.** Any person who violates any of the provisions of this section shall be guilty of a Class 3 misdemeanor and be subject to a maximum fine not to exceed \$500.00 pursuant to G.S. 160A-175 and as provided in G.S. § 14-4.
- (b) Any encampment on publicly-owned property within the city that is deemed a high risk to the public's health and safety will be posted "No Trespass", removed, and cleaned.
- (c) **Severability.** If any provision of this section is declared invalid or unconstitutional for any reason, the remaining provisions shall be severable and shall continue in full force and effect.



LINCOLNTON
AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council
Date: August 3, 2023
From: Ed Hatley, Mayor
Subject: Request from Local Churches to Declare Cemetery A Historic Designation/National Landmark

Summary:

Background:

Fiscal Impact:

None

Recommendation:

Motion to Approve Request

Attachments:

None



LINCOLNTON
AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council
Date: August 3, 2023
From:
Subject: Manager's Update/Activity Report

Summary:

Background:

Fiscal Impact:

Recommendation:

Attachments:

None