

A G E N D A

LINCOLNTON CITY COUNCIL



December 7, 2023

7:00 p.m.

Council Chambers

City hall



**LINCOLNTON
AGENDA
December 7, 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

- November 2, 2023 - Regular Meeting Minutes

2. SPECIAL PRESENTATION

2a PROCLAMATION - 250th Anniversary of the Boston Tea Party

Ed Hatley, Mayor

2b RECOGNITION - GFOA Certificate of achievement for Excellence in Financial Reporting

Ed Hatley, Mayor

3. 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

4. PUBLIC HEARINGS

4a C-11-2023 Application from Chris Brogden requesting a conditional district rezoning of .731 acres located at 300 N. Poplar (PID 53652) from Residential Office to Central Business (CD).

Jean Derby, Planning Director

4b C-12-2023 Application from John Sullivan requesting a conditional district rezoning of .627 acres on Startown Road (PID 94076) from Neighborhood Business (CU) to General Manufacturing Commerical (CD)

Jean Derby, Planning Director

5. REGULAR AGENDA

- 5a Application from Century Communities for Completion of Improvements for Carpenter Farms**

Jean Derby, Planning Director

- 5b 12-7-23-IT Consideration of 5 yr term for Endpoint (PC) Security,Umbrella (DNS), Dashboard (AI)**

Chris Jones, Technology & Innovation Director

- 5c R-12-23 Consideration of Resolution adopting the 2024 Calendar for Lincolnnton City Council Meeting dates and times in accordance with the Open Meetings Law and NCGS 143-33**

Daphne Ingram, City Clerk

6. REGULAR AGENDA

- 6a NEW APPOINTMENTS - Consideration of applications from individuals interested in serving a first 3-year term to the following Boards**

**ABC Board
Housing Authority Board**

- 6b RE-APPOINTMENTS - Consideration of re-appointing the following individuals for a second 3-year term:**

**Kristy McBryde - Housing Authority
Laura Gregory - Historic Properties
Kristin Radebaugh - Planning Board
Nathaniel Ingram - Recreation Board
Sandra Villanova - Recreation Board**

- 6c Consideration/Approval of AIA-W-ARP-0242 Wastewater Project - Manhole Inspections, CCTV, Smoke Testing of Sanitary Sewer Collection System**

Ritchie Haynes, City Manager

7. REGULAR AGENDA

- 7a Approval of Proposal for Consulting Services - NCDEQ Asset Inventory & Assessment Drinking Water AIA-D-ARP-0259 / Wastewater AIA-W-ARP-0242**

Ritchie Haynes, City Manager

7b Consideration of Request for Qualification for the New Public Service Center

Ritchie Haynes, City Manager

7c C-19-23 Consideration of a Water Agreement/Contract between the City of Lincolnton and the City of Cherryville

Ritchie Haynes, City Manager

8. OTHER BUSINESS

8a City Manager's Update/Activity Report

Ritchie Haynes, City Manager

9. CLOSED SESSION

NEWS MEDIA

ADJOURNMENT

The Mayor and City Council of the City of Lincolnton met in regular session on Thursday, November 2, 2023 at 7:00 p.m. in the Council Chambers of City Hall located at 114 West Sycamore Street, Lincolnton North Carolina. The following council members were present:

DEMENY

POINSETTE

JETTON

Council member TIPTON was not in attendance.

Mayor Ed Hatley opened the meeting, observing a moment of silence and leading the Pledge of Allegiance.

Upon the addition of a closed session by Mayor Hatley, Councilmember Jetton made a motion to approve the *REGULAR AGENDA* as amended. Members voted 3-0 in favor of the motion.

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

- October 5, 2023 Regular Meeting Minutes
- City Releases - September 16, 2023 - October 15, 2023
- Request for Refunds - September 11, 2023 - September 24, 2024

Members voted 3-0 in favor of the motion.

PUBLIC COMMENT

Mr. Trent Mason, who resides at 207 Mocking Bird Lane, signed to speak under this portion of the meeting. Mr. Mason expresses his thoughts on a number of events that occurred the previous month. He spoke to the success of the Apple Festival and Halloween celebration in downtown. He also mentioned the Highland Drive Park project and the downtown meet up meeting.

PUBLIC HEARINGS

ZMA-4-2023

Application from Windfall Properties, LLC requesting the rezoning of 0.319 acres of land from Office Institutional (O-I) District to General Business (GB) District. The subject property is located at 849 South Laurel Street (Parcel ID 17504)

Mayor Ed Hatley opened the public hearing, calling on Planning Director Jean Derby to speak to the item. Ms. Derby reviewed the request, noting the existing and proposed zoning. She gave a summary of the request, stating

the applicant's reason for the request being to attract a wider variety of tenants. Ms. Derby provided street views, detailed background information regarding past uses of the property, as well as a list of permitted uses for both the current and proposed districts. She referenced the Land Use Plan and the fact that the proposed rezoning request is not consistent, however expresses why rezoning would be reasonable. Ms. Derby reported Planning Board voted 6-0 in favor of the approval and the staff recommendation to approve both the rezoning of the property and of the statement of consistency for approval. And to amend the Land Use Map to show the area in the Planned Business Planning area, including the neighboring gas station, Parcel ID 22132 in the Land Use map amendment.

With no one else wishing to speak, Councilmember Roby Jetton made a motion to close the Public Hearing. Members voted 3-0 in favor of the motion.

Councilmember Christine Poinsette made a motion to approve according to staff recommendation, including the gas station next door. Members voted 3-0 in favor of the motion.

CZ-10-2023

Application from Bob Lewis requesting the rezoning of 0.834 acres of land from Residential-10 (R-10) District to Transitional Infill Development (TID) District for the purpose of constructing eight (8) townhomes. The subject properties are located on the south side of West Main Street Ext., approximately 400 feet west of the intersection of West Main Street Ext. and Riverside Drive (Parcel ID's 71202 and 104070)

Mayor Ed Hatley opened the public hearing with Planning Director Jean Derby speaking to the item. Ms. Derby began, giving the location of the property and noting both the current zoning and the proposed zoning for the site, explaining the applicants request to construct eight (8) townhomes on the property. She provided an aerial view and street views of the property, as well as a depiction of what the proposed townhomes. Ms. Derby reviewed the site plan showing the proposed townhomes, eight (8) units with two (2) car garages underneath each unit), and the parking lot that would also be constructed, providing 24 additional parking spaces for a total of 40 parking spaces.

There was much discussion among council regarding the project as they voiced their concerns regarding potential problems with flooding, Street width and additional traffic this project may cause. Planning Director Jean Derby spoke to each of the questions/concerns, reminding members that the

focus is zoning. She spoke to the Watershed/Water supply requirements and reported staff comments and conditions of approval. She reported that the proposed rezoning request is not consistent with the Lincolnnton Land Use Plan but staff feels that it would be consistent because it would provide a variety of housing styles, densities and locations, and encourage design and construction of alternate style housing in infill development. It also provides a compatible land use adjacent to single family. Ms. Derby concluded informing Planning Boards approval 5 to 1, and stating staff's recommendation to approve the rezoning.

Mr. David Ledford, 2730 Maiden Hwy., spoke to the request on behalf of the applicant. He began informing members of the current residential use, stating that the proposed use will allow it to remain a residential use, as most Infill Development is commercial. Mr. Ledford, one by one, provided detailed answers and explanations to each of the questions and concerns expressed by the members of council.

Mr. Ronnie Leonhardt, a neighboring property owner, spoke in opposition to the rezoning. Mr. Leonhardt expressed his concerns with the project, noting flooding, street width, and increased traffic.

Speaking as Chair of the Lincolnnton Planning Board, Mr. Trent Mason addressed council, offering to answer questions and to give insight as to Planning Boards discussion and eventual approval of the request.

Councilmember Christine Poinsette made a motion to close the Public Hearing. Member voted 3-0 in favor of the motion.

Councilmember Roby Jetton made a motion to deny the request. Members voted 3-0 in favor of the motion.

Councilmember Kevin Demeny made a motion to approve the Statement of Consistency for denial. Members voted 3-0 in favor of the motion.

O-13-23

Application from the City of Lincolnnton to amend Section 152 Flood Damage Prevention Ordinance in accordance with the 2021 NC Model Flood Damage Prevention Ordinance Non-Coastal

Mayor Ed Hatley opened the Public Hearing. Planning Director Jean Derby reviewed the request from the Planning Department requested an amendment to the flood damage prevention ordinance. She explained that the changes

are actually mandated and must be made and sent to the North Carolina Department of Public Safety for approval. Ms. Derby informed that failure to amend the ordinance will result in the City of Lincolnton being unable to qualify for FEMA funds if flooding occurs.

Councilmember Christine Poinsette made a motion to close the Public Hearing. Members voted 3-0 in favor of the motion.

Councilmember Christine Poinsette made a motion to approve the request to amend. Members voted 3-0 in favor of the motion.

REGULAR AGENDA

BA-08-23

Budget Amendment to General Fund, Boger City Fire District, Powell Bill Fund and Water & Sewer Fund

Finance Director Pamela McBryde presented the following budget amendment to council.

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 changes as follows:

General Expense	\$	95,575
Fire		1,540
Solid Waste		525
Planning/Zoning		36,142
	\$	133,782

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

Solid Waste Rollout Fees	\$	525
Zoning Department Fees		36,142
Fire Department Fees		1,540
Interest-General Fund		91,149
Insurance Settlement		1,464
Federal Equitable Deposits		2,962
	\$	133,782

General Fund: To record the code enforcement fees from the Lithia Inn Road property, Fire Department fees, Solid Waste roll out sales, interest income generated for the first quarter, three insurance claim settlements, and Federal Equitable reimbursement for the Police Department.

REGULAR MEETING - November 2, 2023

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

Boger Ciy Fire Tax	\$	1,196
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Section 4: To amend the Boger City Fire District Fund, the revenues are to be changed as follows:

Investment Income	\$	1,196
	\$	1,196

Boger City Fire District: Record interest income.

Section 5: To amend the Powell Bill Fund, the expenditures are to be changes as follows:

Powell Bill Construction/Other	\$	2,084
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Section 6: To amend the Powell Bill Fund, the revenues are to be changed as follows:

Investment Income	\$	2,084
	\$	2,084

Powell Bill Fund: Record interest income on powell bill funds.

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

Distribution and Collection	\$	24,187
Water and Sewer Intangibles		3,863
	\$	28,049

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

Connection Charges	\$	24,187
Other Operating Revenues		3,863
	\$	28,049

Water and Sewer Fund: Record sewer connection charges and 2 insurance claim settlements.

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	\$	165,111
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Ms. McBryde gave a general overview of the adjustments and why there were necessary. She also reported that a motion of the funds were received as a result of the Lithia Inn Road property issue being resolved. She continued explaining the activity within each of the funds and offering to answer any questions.

Councilmember Jetton made a motion to approve the budget amendment as presented. Members voted 3-0 in favor of the motion.

Consideration/Approval of three Lincolnton Tourism Development Authority (LTDA) art projects - Two (2) murals and the Court House Banner Project

Ms. Laura Morris, Community Relations Director, addressed on behalf of the Lincolnton Tourism Development Authority regarding several proposed art projects. Ms. Morris explained that the Lincolnton Tourism Development Authority has voted to fund three (3) art projects and are requesting council's approval to proceed in accordance with the requirements of the public art policy.

Ms. Morris presented the Textile Mill Mural Project, which will be located at 101 Court Square, on the wall above the "Patio". She informed that the building is owned by Mac Harvey. The mural artist will be Tom Owens & Ritchie Rhyne. Ms. Morris asked for Councils approval under the public art policy for a new piece of artwork for downtown.

Councilmember Poinsette made a motion to approval as presented. Members voted 3-0 in favor of the motion.

Continuing, Ms. Morris presented the second mural for approval, the Welcome to Historic Downtown project. She informed that this mural will be located at 723 East Main Street, Little Hidden Gem/Computer Clinic. The building owners are SGT Holdings, LLC, (Janice & Randy Rollins), and the artist is Stacey Smith of Blue House Studio. Ms. Morris reminded members of the project being commissioned and paid for by the Lincolnton Tourism Development Authority (LTDA), which is putting tourism dollars back into creating amenities and draws for visitors to downtown.

There being no questions, Councilmember Christine Poinsette made a motion to approve the mural. Members voted 3-0 in favor of the motion.

Lastly, Ms. Morris presented the third project for approval, the Court House Banner project. She informed that this project was still somewhat in process, explaining that because it is going on the historic courthouse, it requires a lot of reviews and approvals. In addition to going through the buildings, the owners, the artist, and the Steering Committee, the project has down to Lincoln County and to Historic Properties Commission. She noted that there has been lots of discussion and conversations with the Historic Properties Commission, however none of the conversations have been shared yet with LTDA or the Steering Committee. Ms. Morris explained the desire to get all involved together to discuss future plans on the use of the grounds with HPC. She stated that it has been approved by every group that has seen it.

Mayor Ed Hatley stressed this (the banners) being temporary and that the project is to help transition into the future multi-use of the building. Ms. Morris also spoke to temporary nature of the banners, explaining how and where they will be installed. There were questions from council and much discussion was generated regarding this project. Both Laura Morris and City Manager Ritchie Haynes reminded members of the reason Council approval is needed. Councilmember Roby Jetton expressed his objection with the project, stating that he feels it takes something and looks out of place. Ms. Morris stated again that the project was brought to the Lincoln County Tourism Development Authority by the County, as it is a county project. The requested to specifically match the downtown light pole banners. In conclusion, Ms. Morris did inform members of the work scheduled to begin at the courthouse as of January. Trenching, waterproofing, and the replacement of windows will begin while waiting for final construction plans.

Ms. Morris suggested that designs be approved as presented however if there are changes, they come back to council. There was a consensus among council members to get the Historical Properties Commission involved before council takes any action on this item.

Notification of Openings for Boards, Committees and Commissions

City Clerk Daphne Ingram informed council of the upcoming vacancies on the various boards and/or commissions due to expiring terms at the end of December. Ms. Ingram stated that a notice of the vacancies will be posted and applications will be received through the month of November. New appointments, as well as re-appointments will be made at the December 7th City Council meeting.

OTHER BUSINESS

City Manager's Update/Activity Report

City Manager Ritchie Haynes began by providing a list of events for the month of November. He provided a picture of the brick that was purchased by the Council representing the contribution that was made. Mr. Haynes also included copies of several emails received regarding a number of city employees commending them for their outstanding work and customer service, the annual report from Electricities and a copy new statute that was recently passed. The Homeless Task Force report was included, as well as some detailed information on how staff handles requests from residents regarding issues surrounding speeding based on data collected. Mr. Haynes spoke the Apple Festival and the great job staff did from start to finish. He mentioned the water award received, the construction underway at First Federal Park and the nearly completed construction at Highland Drive Park. Mr. Haynes informed that the RFQ's for the new public service center are in and that the RFP will be sent back out due to only receiving one proposal. There was also mention of the success of the code enforcement issues, as he thanked City Attorney for his hard work. He also briefly mentioned the status of the old courthouse.

NEWS MEDIA:

Mayor Ed Hatley asked for and took questions from the news media that were in attendance. City Manager Ritchie Haynes answered questions related to the Plaza Project at First Federal Park from Mr. Mike Powell, Lincoln Times News.

CLOSED SESSION:

Councilmember Roby Jetton made a motion to go into Closed Session. Members voted 3-0 in favor of the motion. Mayor Ed Hatley announced Personnel and Land Acquisition will be discussed.

Members returned to Open Session. Being no further business,
Councilmember

ADJOURNMENT:

Being no further business, Councilmember Poinsette made a motion adjourn. Members voted 3-0 in favor of the motion.

DAPHNE INGRAM
CITY CLERK

ED HATLEY
MAYOR

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
John M. Friguglietti, Jr.

PROCLAMATION
250th Anniversary of the Boston Tea Party

WHEREAS, the United States will commemorate the 250th anniversary of the Boston Tea Party on December 16, 2023; and

WHEREAS, the Boston Tea Party, dubbed the “most magnificent movement of all”, is one of the nation’s most iconic events and one that propelled America down the road to revolution; and

WHEREAS, American colonist united against what they viewed as an abuse of power by the British government, taxation without representation was at the heart of the Boston Tea Party; and

WHEREAS, demonstrating their displeasure and in protest of the British Parliament’s Tea Act, more than 100 colonists, dressed as Native Americans, boarded three merchant ships and dumped 342 chest of tea, into the Boston Harbor; and

WHEREAS, The Boston Tea Party became a powerful symbol of resistance against British rule and oppression, fueling the revolutionary spirit that ultimately led to the Declaration of Independence and the formation of the United States.

NOW, THEREFORE, BE IT RESOLVED that the Lincolnton City Council hereby commemorates December 16, 2023 as the

250TH ANNIVERSARY OF THE BOSTON TEA PARTY

And further encourages its citizens to remember the brave men and women who boldly stood up to injustice and tyranny, and to preserve the memory of these liberty-loving individuals whose sacrifices during the American Revolution led to the birth of the United States of America.

Adopted this the 7th day of December, 2023

ATTEST:

ED HATLEY
MAYOR

DAPHNE INGRAM, CMC
CTY CLERK



Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 fax: 312.977.4806

10/25/2023

Pamela McBryde
Finance Director
City of Lincolnton, North Carolina

Dear Pamela:

Congratulations!

We are pleased to notify you that your annual comprehensive financial report for the fiscal year ended June 30, 2022 has met the requirements to be awarded GFOA's Certificate of Achievement for Excellence in Financial Reporting. The GFOA established the Certificate of Achievement for Excellence in Financial Reporting Program (Certificate Program) in 1945 to encourage and assist state and local governments to go beyond the minimum requirements of generally accepted accounting principles to prepare annual comprehensive financial reports that evidence the spirit of transparency and full disclosure and then to recognize individual governments that succeed in achieving that goal. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting. Congratulations, again, for having satisfied the high standards of the program.

Your electronic award packet contains the following:

- **A "Summary of Grading" form and a confidential list of comments and suggestions for possible improvements.** We strongly encourage you to implement the recommended improvements in your next report. Certificate of Achievement Program policy requires that written responses to these comments and suggestions for improvement be included with your 2023 fiscal year end submission. If a comment is unclear or there appears to be a discrepancy, please contact the Technical Services Center at (312) 977-9700 and ask to speak with a Certificate of Achievement Program in-house reviewer.
- **Certificate of Achievement.** A Certificate of Achievement is valid for a period of one year. A current holder of a Certificate of Achievement may reproduce the Certificate in its immediately subsequent annual comprehensive financial report. Please refer to the instructions for reproducing your Certificate in your next report.
- **Award of Financial Reporting Achievement.** When GFOA awards a government the Certificate of Achievement for Excellence in Financial Reporting, we also present an Award of Financial Reporting Achievement (AFRA) to the department identified in the application as primarily responsible for achievement of the Certificate.
- **Sample press release.** Attaining this award is a significant accomplishment. Attached is a sample news release that you may use to give appropriate publicity to this notable achievement.

In addition, award recipients will receive via mail either a plaque (if first-time recipients or if the government has received the Certificate ten times since it received its last plaque) or a brass medallion to affix to the plaque (if the government currently has a plaque with space to affix the medallion). Plaques and medallions will be mailed separately.

As an award-winning government, we would like to invite one or more appropriate members of the team that put together your annual comprehensive financial report to apply to join the Special Review Committee. As members of the Special Review Committee, peer reviewers get exposure to a variety of reports from around the country; gain insight into how to improve their own reports; achieve professional recognition; and provide valuable input that helps other local governments improve their reports. Please see our website for [eligibility requirements](#) and [information on completing an application](#).

Thank you for participating in and supporting the Certificate of Achievement Program. If we may be of any further assistance, please contact the Technical Services Center at (312) 977-9700.

Sincerely,

A handwritten signature in black ink that reads "Michele Mark Levine". The signature is written in a cursive, flowing style.

Michele Mark Levine
Director, Technical Services



Government Finance Officers Association

**Certificate of
Achievement
for Excellence
in Financial
Reporting**

Presented to

**City of Lincolnton
North Carolina**

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

June 30, 2022

Christopher P. Morill

Executive Director/CEO



Lincolnton NC

Near the City. Near the Mountains. Near Perfect.

Public Hearing Staff Analysis
CZ-11-2023
300 S. Poplar St

SUMMARY

Zoning

Existing: Residential Office (RO)

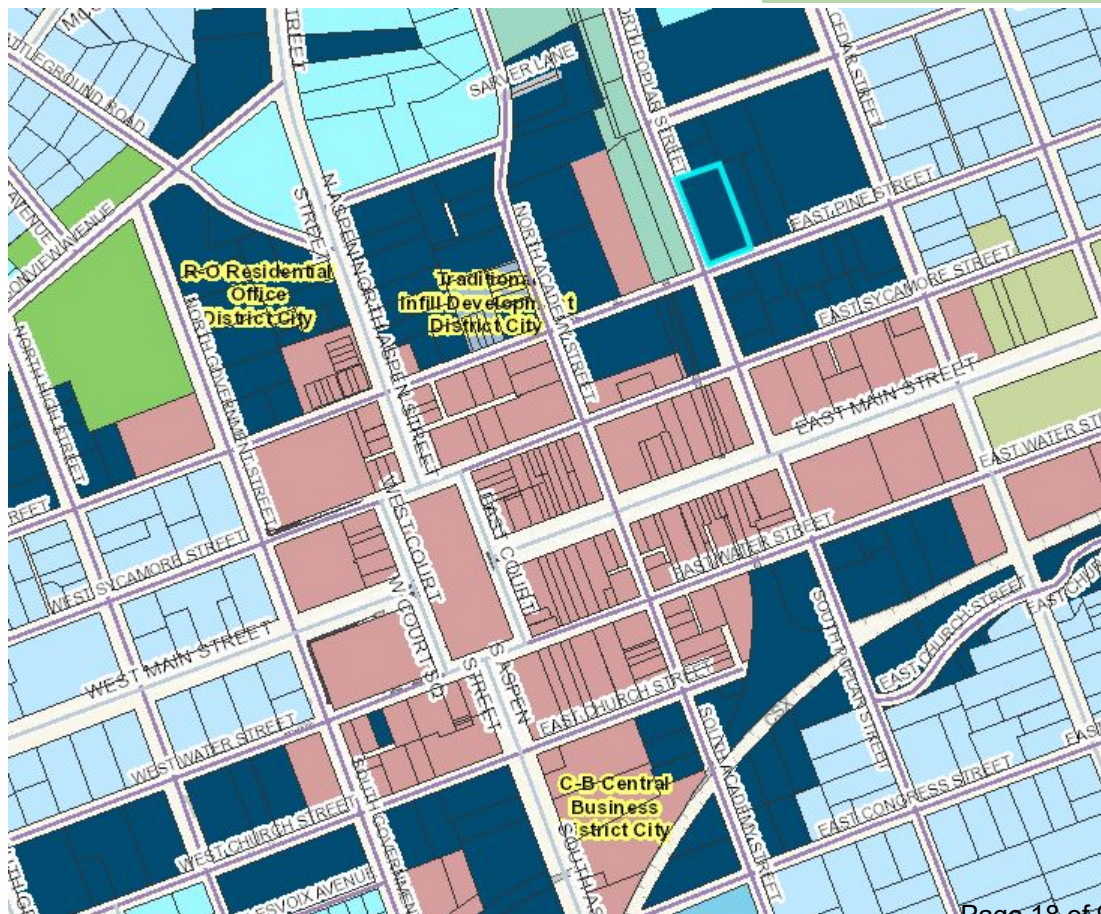
Proposed: Central Business (CB)

Current Use

Warehouse - storage

Proposed Use

Multi-Use gathering space (dining, retail and office)



PROJECT AREA



STREET VIEWS

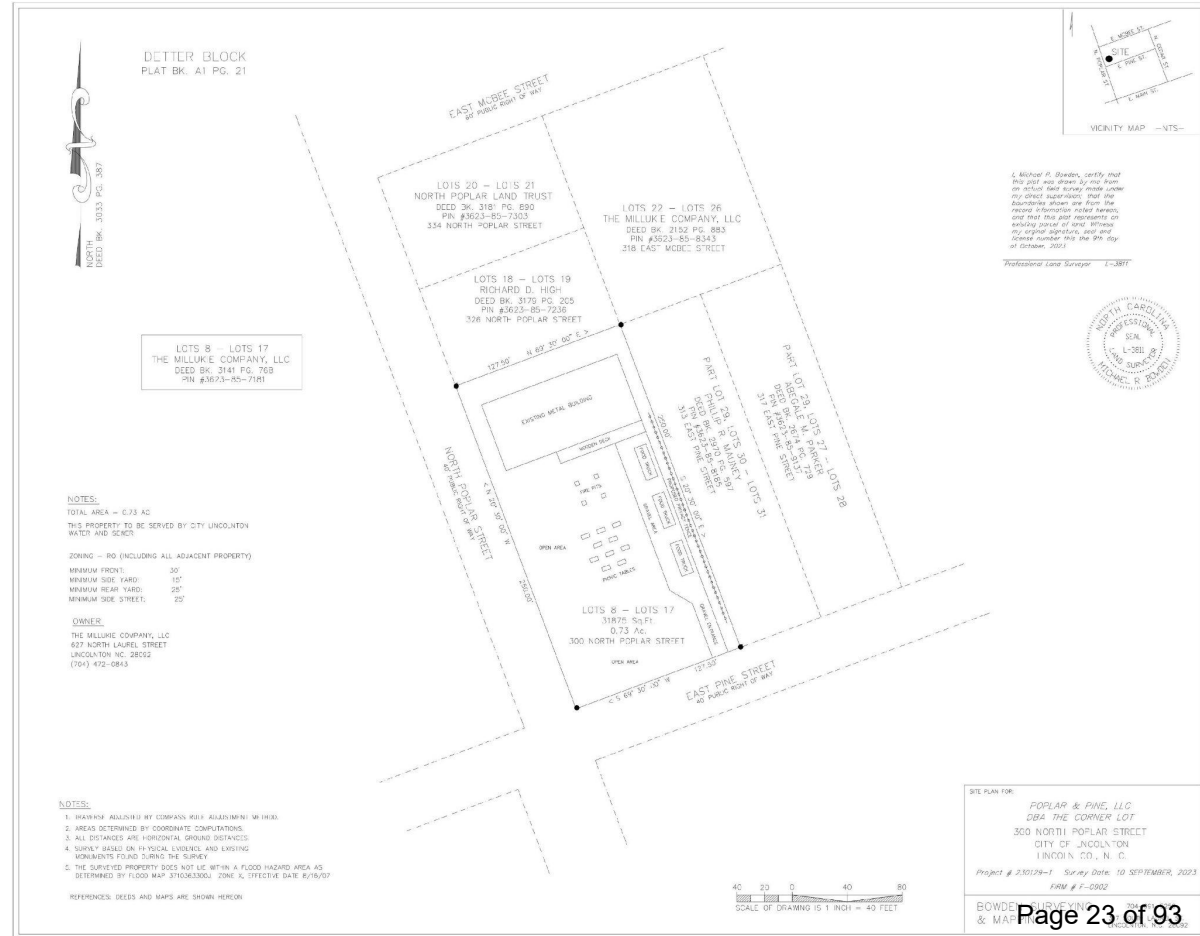






Site Summary

- .731 acre lot
- Proposed mixed use of existing building for possible retail, office space, and dining
- Area for food trucks
- Firepits
- Picnic tables
- Central business district does not required off street parking. There are currently 15 on street parking spots adjacent to this property





POPLAR
THE
CORNER
LOT
LINCOLN, NC
EST. 2023
PINE

Featuring
Small
Kate
McCall
BROGDEN
CONSTRUCTION, INC.

POPLAR ST

PINE ST

LAND USE PLAN

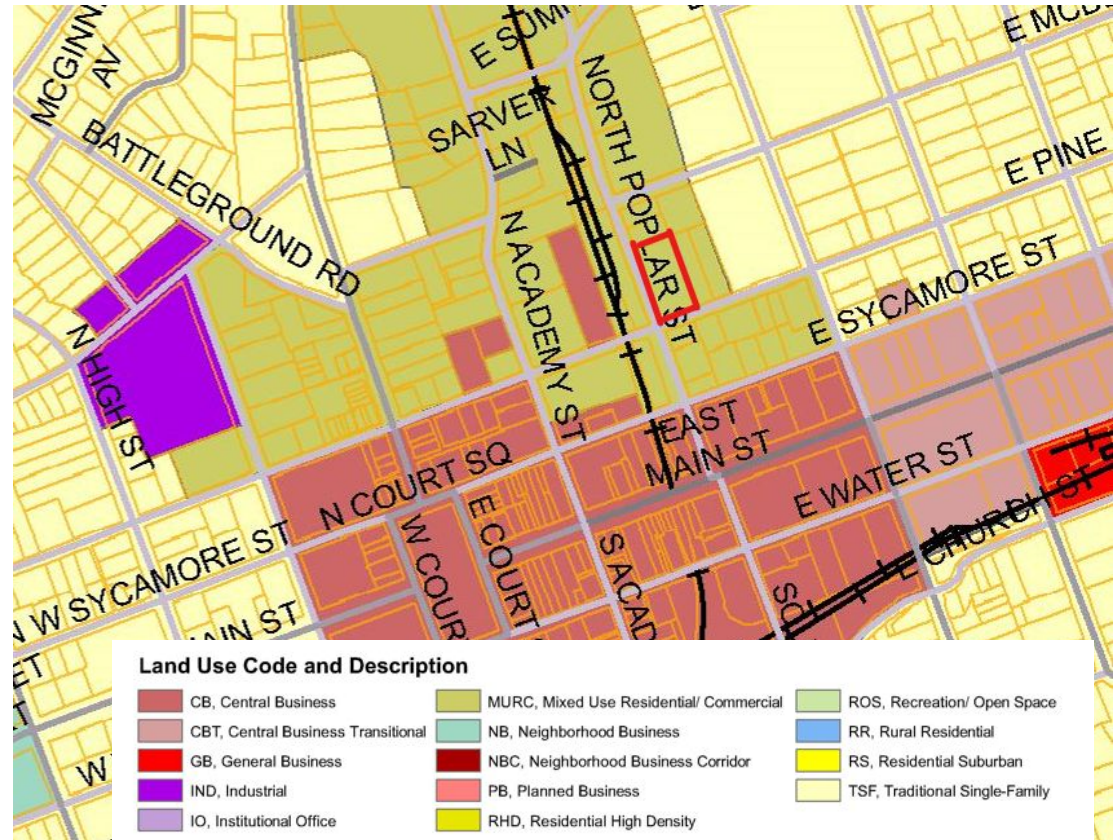
LAND USE PLAN COMPLIANCE

The land use plan shows the property in the mostly in the Neighborhood Business area with a portion in Traditional Single Family Planning Area.

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."

Consistency:

The proposed change in zoning from RO to CB is consistent with the Land Use Plan.



STAFF COMMENTS /CONDITIONS OF APPROVAL

Planning Department - Driveway needs to be 24' with a 15' asphalt/concrete apron. Temporary Food Trucks only.

Public Works - Need a driveway permit and after January 1, 2024 will need to purchase rollout trash cans.

Soil and Erosion - If less than .4 acres are disturbed, applicant only needs a single lot permit. If more than 20,000 square feet are disturbed, need to submit a soil and erosion plan to Lincoln County.

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

Case No. CZ-11-2023
Applicant: Chris Brogden
Parcel ID#: 53652
Location: 300 N. Poplar Street
Request: Rezone from RO to CB

Proposed Consistency and Reasonableness Statement:

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

CONSISTENT: It is consistent with the Land Use Plan Goal to promote Downtown Lincolnton as the County's foremost and unique retail, service, cultural, governmental and mixed-use residential hub.

REASONABLE: It is reasonable because one of the strategies outlined in the plan is to work with the landlords of vacant and under-utilized commercial buildings to develop strategies for adaptive reuse (including the possibility of mixed commercial-residential use.)

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-11-2023
Applicant: Chris Brogden
Parcel ID#: 53652
Location: 300 N. Poplar Street
Request: Rezone from RO to CB

Proposed Consistency and Reasonableness Statement:

The Lincolnton Land Use Plan designates this property as part of the Mixed-Use Residential/Commercial Planning Area.

The proposed rezoning request **is consistent** with the Lincolnton Land Use Plan but 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.**

PLANNING BOARD AND STAFF RECOMMENDATIONS

Planning Board vote:

5-0 in favor of approval

Staff recommend the following action:

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



Lincolnton NC

Near the City. Near the Mountains. Near Perfect.

Public Hearing Staff Analysis
CZ-12-2023
PID 94076, Startown Road

SUMMARY

Zoning

Existing: Neighborhood Business - CU

Proposed: General Manufacturing
(Conditional District)

Current Use

Vacant Lot

Proposed Use

Deer processing facility



PROJECT AREA



STREET VIEWS





J. DAVID LEDFORD, RLA

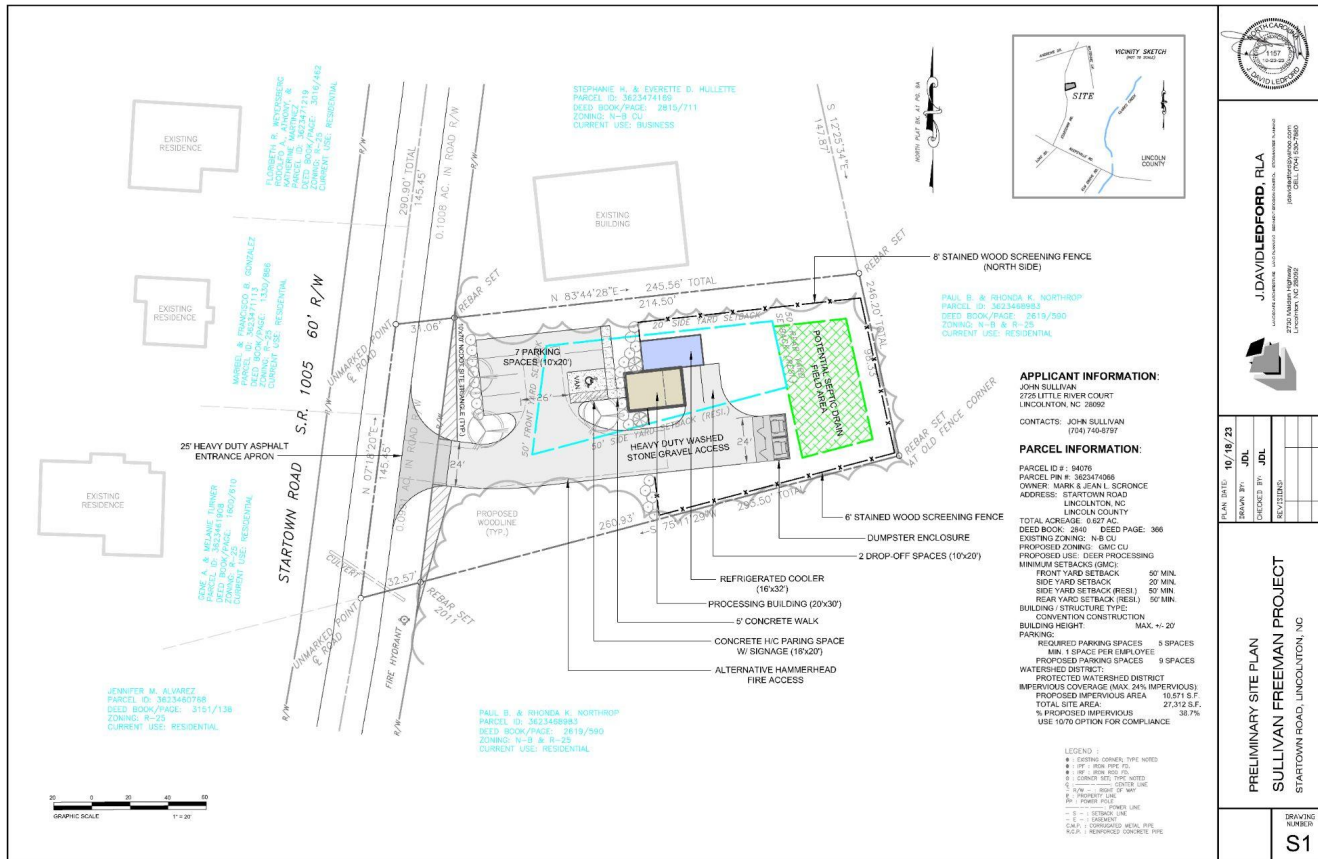


10/18/23

PRELIMINARY SITE PLAN
SULLIVAN FREEMAN PROJECT
FACTORY ROAD, LINCOLN, NC

DRAWING
NUMBER
S1

- .627 acres
- 5 spaces are required by the UDO, however he will have 9 parking spaces
- 5' concrete walk by parking area
- 20' x 30' building
- 16' x 32' refrigerated cooler
- 8' screening fence on the north side and 6' screening fence along the east and south
- Dumpsters with enclosure



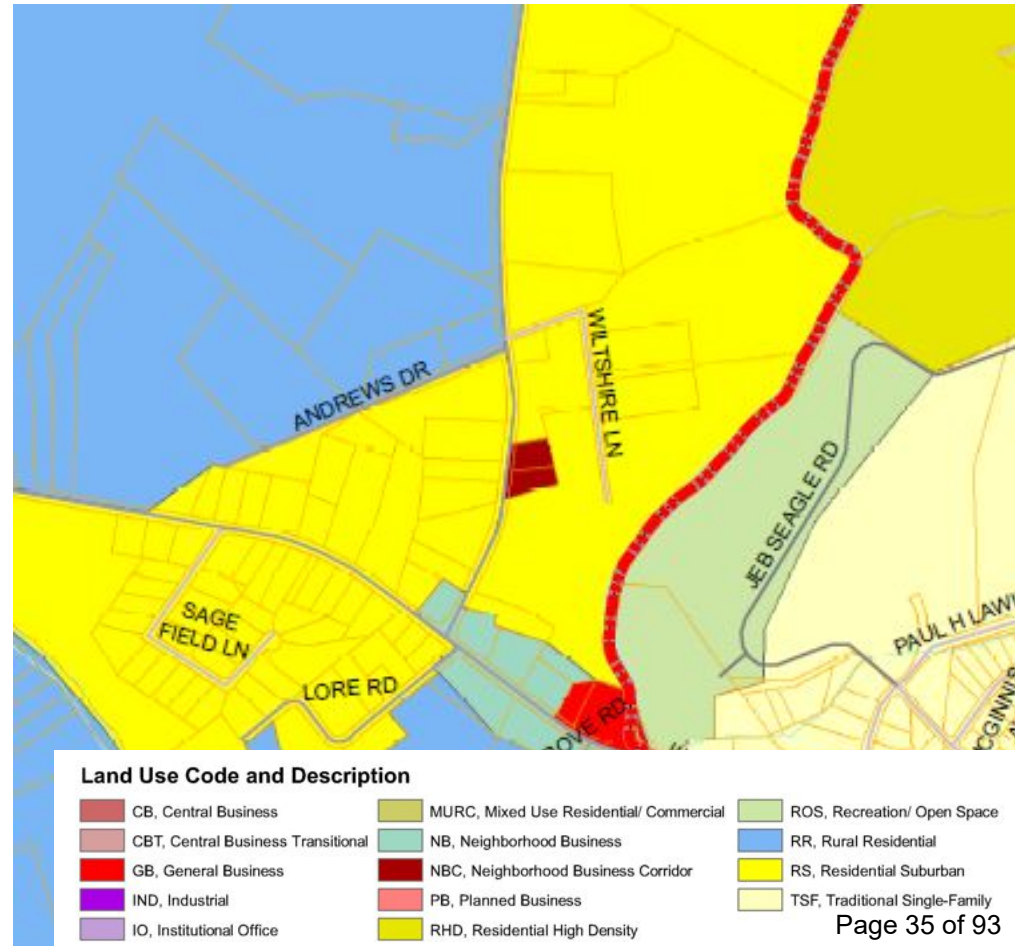
LAND USE PLAN COMPLIANCE

The land use plan shows the property in the mostly in the Neighborhood Business Corridor Planning Area.

Neighborhood Business Corridor This planning area is found along major highways leading into and out of Lincolnton. Its purpose is to accommodate neighborhood oriented planned business areas. Unlike the "Planned Business" areas (see below), a Neighborhood Business Corridor is not designed to be a "destination shopping" area for the community, but rather should serve as the nucleus for commercial activities in a particular portion of the City.

Consistency:

The proposed change in zoning from NB-CU to GMC(CD) is consistent with the Land Use Plan.



STAFF COMMENTS /CONDITIONS OF APPROVAL

Planning Department - Street Landscaping and screening need to meet UDO requirements.

Fire - Site plan meets Appendix D.

NCDOT - Will need a driveway permit.

City Water/Sewer - Will need a water tap.

Soil and Erosion - Need a copy of the Erosion Control Plan and copy a NCDOT Driveway Permit.

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

Case No. CZ-12-2023
Applicant: John Sullivan
Parcel ID#: 94076
Location: Startown
Request: Rezone from NB-CU to GMC(CD)

Proposed Consistency and Reasonableness Statement:

The Lincolnnton Land Use Plan designates this property as part of the Neighborhood Business Corridor Planning area. The proposed rezoning request **is consistent** with the Lincolnnton Land Use Plan.

CONSISTENT: Strategy C-B4 from the Land Use Plan encourages "neighborhood-friendly" types of new commercial development in residential neighborhoods. Any such development should be small in scale, not generate a lot of customer or vehicular traffic, not be open for extended hours, and be aesthetically congruent with its surroundings. Such uses shall be subject to a conditional rezoning.

REASONABLE: The rezoning is reasonable in that it follows strategies outlined in the Land Use Plan.

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

STATEMENTS

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

Case No. CZ-12-2023
Applicant: John Sullivan
Parcel ID#: 94076
Location: Startown
Request: Rezone from NB-CU to GMC(CD)

Proposed Consistency and Reasonableness Statement:

The Lincolnnton Land Use Plan designates this property as part of the Neighborhood Business Corridor 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.**

PLANNING BOARD AND STAFF RECOMMENDATIONS

Planning Board vote:

4-1 in favor of approval with the added condition that the fence along the northern property line be extended to block the parking lot from view of the neighboring property.

Staff recommend the following action:

1. Recommend approval of rezoning of the property from NB-CU to GMC(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



Applicant Name: HENRY Kirchner
Applicant Address: 7401 CARMEL EX PARK DR. SUITE 310 CHARLOTTE NC,
28226
Applicant Phone Number: 704 943-1325
Property Owner Name: CENTURY COMMUNITIES
Property Owner Address: 7401 CARMEL EX. PARK DR. SUITE 310 CHARLOTTE NC,
28226
Property Owner Phone Number: 704 943-1325
Project Name: CARPENTER FARMS.

Describe the nature of the work being done:

LAND DEV. UTILITIES, ROAD INFRASTRUCTURE, GRADING.

Total linear feet of improvements: 96 ACRES 208 SINGLE FAMILY LOTS.
Company completing the work: PRESTIGE
Anticipated start date: 6/1/23
Anticipated completion date: 4/15/25

I hereby certify that all knowledge of the information provided for this application and attachments is true and correct to the best of my knowledge.

Henry Kirchner 10/30/23
Applicant's Signature Date

AGREEMENT FOR COMPLETION OF IMPROVEMENTS
CITY OF LINCOLNTON

THIS AGREEMENT (the "Agreement") is made and entered into this 30th day of October 2023, by and between CENTURY COMMUNITIES (Applicant), hereinafter referred to as "Applicant," and The City of Lincolnton, a body corporate and politic, hereinafter referred to as "City;"

WITNESSETH:

WHEREAS, the Applicant has petitioned the City for approval of its final plat for a subdivision known as Carpenter Farms, as shown on said plat; and

WHEREAS, the Applicant has submitted with its petition a preliminary plat, preliminary construction plans and profiles of the roads and sidewalks (collectively referred to as the Improvements); and

WHEREAS, these documents have been reviewed by the City and have been found to be in compliance with the Lincolnton Unified Development Ordinance and approval of final plans would be in order upon completion of the Improvements; and

WHEREAS, the Applicant has requested the City pursuant to Section 153.385 of the Lincoln City Unified Development Ordinance to be permitted to enter into an agreement with the City agreeing to complete the required Improvements and otherwise comply with all the requirements of the Ordinance by no later than NOV 2025 (two years from date of contract) and to deposit with the City a Surety (as defined below) guaranteeing the performance of this Agreement and that all required improvements shall be made in compliance with the Ordinance and all other applicable rules; and

WHEREAS, the Applicant has agreed to install the Improvements in accordance with the rules and regulations of the North Carolina Department of Transportation and the Lincolnton Code of Ordinances and to dedicate said Improvements to the public and maintain said Improvements and turn said streets over to said City of Lincolnton at the earliest point in time that they are acceptable; and

WHEREAS, the City has agreed to approve said final plat or plats upon the execution of this Agreement and (CHECK and strike AS APPLICABLE) ☐ depositing cash with the City or ☒ depositing a surety bond with the City or ☐ providing a Letter of Credit to the City acceptable to the City in an amount equal to 125 percent of the cost (as estimated by the City) of installing the required improvements;

NOW, THEREFORE, the Applicant contracts and agrees with the City, its successors and assigns, as follows:

1. That it shall install and complete all the Improvements in the above recited subdivision in accordance with the following:
 - a. preliminary road construction plans and profiles on file with the Lincolnton Planning Department;
 - b. all applicable rules, regulations and requirements of the North Carolina Department of Transportation and Lincolnton Code of Ordinances;
 - c. those standards and specifications described in Exhibit "A", attached hereto;

and that it shall obtain construction approval of the completed roads by the City of Lincolnton by no later than NOV. 2025 (two years from the date of contract).

2. That the Applicant shall dedicate the Improvements to the public and will maintain the Improvements until said Improvements are (i) accepted by the North Carolina Department of Transportation, as applicable; (ii) accepted by a duly constituted property owners' association created for that purpose; or (iii) otherwise approved by the City.

3. That the Applicant shall turn said Improvements over to the City of Lincolnton at the earliest time in which they are acceptable.

4. That the Applicant shall furnish to the City of Lincolnton (CHECK and strike AS APPLICABLE) ☐ cash or ☒ a surety bond payable to the City of Lincolnton or ☐ a Letter of Credit made payable to the City of Lincolnton in a form and issued by a financial institution acceptable to the City, in its sole discretion (collectively or alternatively, the Surety Bond and Letter of Credit shall be referred to as the "Surety"). The Surety shall be in an amount equal to 125 percent of the cost (as estimated by the engineer and approved by the City) of installation and dedication of all Improvements required by this Agreement and the Unified Development Ordinance. A copy of said Surety is attached to this Agreement as Exhibit "B," and incorporated herein by reference thereto.

5. That the Applicant agrees to and shall indemnify and hold the City harmless from any costs, liability, demands of any kind, sort or nature for the construction, installation and completion of the above recited Improvements.

6. That the Applicant warrants that it is the owner of the CARPENTER FARMS subdivision as above recited; that it has legal right to enter into this Agreement; and that it shall faithfully perform and complete the terms of this Agreement by no later than NOV. 2025 (two years from the date of contract).

7. That a breach by Applicant of any provisions of this Agreement shall entitle City, in addition to any other remedies it may hold, to immediately declare a default in this Agreement and/or call due, draw upon or make a claim on the Surety in the amount which City deems necessary, in its sole and absolute discretionary authority, to remedy all damages, reparations and costs (including, but not limited to, City's attorney's fees and court costs) arising from Applicant's breach of this Agreement. Such damages, reparations and costs shall include by way of illustration, but not be limited to, the following:

- a. The costs of completing and dedicating the improvements as required by this Agreement;
- b. The costs of indemnifying the City from any claims arising as a result of Applicant's breach of this Agreement; and
- c. The additional manpower, legal and court costs incurred as a result of Applicant's breach of this Agreement.

8. Notices. All notices, demands, and requests which may be given or which are required to be given by either party to the other, shall be in writing and shall be deemed effective when either: (1) personally delivered to the intended recipient; (2) sent by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below or (3) delivered in person to the address set forth below for the party to which the notice was given. Notices shall be effective on the date of delivery or receipt or, if delivery is not accepted, on the earlier of the date that delivery is refused or three (3) days after the date the notice is mailed. For purposes of this Agreement, the addresses of the parties for all notices are as follows (unless changes by similar notice in writing are given by the particular person whose address is to be changed):

If to City:

City of Lincolnton
ATTN: City Attorney
P.O. Box 617
Lincolnton, NC 28093

If to Applicant:

Applicant name and address:

HEURY KIRCHNER CENTURY COMMUNITIES 7401 CARMEL EX PARK DR.
SUITE 310 CHARLOTTE NC 28226

9. Voluntary Agreement. The Applicant and City warrant and represent that they are represented by legal counsel of their choice; have investigated fully their alternatives to

the execution and performance of this Agreement; have had ample time to review this Agreement and consult with their counsel; are fully aware of the terms contained in this Agreement; and have knowingly, voluntarily and without coercion or duress of any kind entered into this Agreement and the documents executed in connection with this Agreement. Accordingly, this Agreement shall not be construed against either party as having drafted the Agreement.

10. CONSENT TO JURISDICTION; EXCLUSIVE VENUE. THE PARTIES HERETO AGREE TO JURISDICTION AND VENUE FOR ANY DISPUTE ARISING FROM, THIS AGREEMENT IN THE SUPERIOR COURT OF LINCOLN CITY, NORTH CAROLINA.

11. Indulgence Not Waiver. The City's indulgence in any other departure from the terms of this Agreement shall not prejudice City's right to demand strict compliance with this Agreement.

12. Amendment and Waiver in Writing. No provision of this Agreement can be amended or waived, except by a statement in writing signed by the party against which enforcement of the amendment or waiver is sought.

13. Severability. Should any provision of this Agreement be invalid or unenforceable for any reason, the remaining provisions hereof shall remain in full effect.

14. APPLICABLE LAW. THE VALIDITY, CONSTRUCTION AND ENFORCEMENT OF THIS AGREEMENT SHALL BE DETERMINED ACCORDING TO THE SUBSTANTIVE LAWS OF NORTH CAROLINA WITHOUT REGARD TO CONFLICTS PRINCIPLES.

15. Any dispute arising out of this Agreement shall be filed in the Superior Court for Lincoln County, North Carolina.

IN WITNESS WHEREOF, Henry Kirchner ^{CENTURY COMMUNITIES} (applicant), has caused this instrument to be signed by its S.V.P. LAND DEV. & OPERATIONS (title of person signing for applicant) and the City of Lincolnton has caused this instrument to be signed in accordance with a resolution passed by the Lincolnton City Council on the 30 day of October, 2023.

Henry Kirchner SENIOR VICE PRESIDENT
Name and title LAND DEV. & OPERATIONS

City Manager

ATTEST:

Daphne Ingram
City Clerk

NORTH CAROLINA
Mecklenburg COUNTY

I, Elizabeth Rountree, a Notary Public for said County and State, do hereby certify that Henry Kirchner personally appeared before me this day and acknowledged that he/she is the SVP of land dev & ops of Century Communities (developer/construction company).

Witness my hand and notarial seal, this 30th day of October, 2023.



Elizabeth Rountree
Notary Public

12.15.24

NORTH CAROLINA
LINCOLN COUNTY

I, _____, a Notary Public for said County and State, do hereby
certify that Ritchie Haynes, personally appeared before me this day and acknowledged
that he is the City Manager for The City of Lincolnton.

Witness my hand and notarial seal, this _____ day of _____, 202_____.

Notary Public

My Commission Expires: _____

NORTH CAROLINA
LINCOLN COUNTY

This the _____ day of _____, 2023, personally came before
me, Daphne Ingram, City Clerk to the Lincolnton City Council, North Carolina, who
being by me duly sworn says that she knows the common seal of the County of Lincoln,
North Carolina and is acquainted with Ritchie Haynes who is the City Manager of the
City of Lincolnton, North Carolina, and that she, the said Daphne Ingram, is the City
Clerk to the Lincolnton City Council, North Carolina and saw the City Manager sign the
foregoing instrument and affix said seal to said instrument and that she, the said
Daphne Ingram, signed her name in attestation of said instrument in the presence of
said City Manager of Lincoln County, North Carolina.

Notary Public

My Commission Expires: _____



Applicant Name: HENRY KIRCHNER
Applicant Address: 7401 CARMEL EX PARK DR. SUITE 310 CHARLOTTE NC,
28226
Applicant Phone Number: 704 943-1325
Property Owner Name: CENTURY COMMUNITIES
Property Owner Address: 7401 CARMEL EX. PARK DR. SUITE 310 CHARLOTTE NC,
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Describe the nature of the work being done:

LAND DEV. UTILITIES, ROAD INFRASTRUCTURE, GRADING,

Total linear feet of improvements: 96 ACRES 208 SINGLE FAMILY LOTS.
Company completing the work: PRESTIGE
Anticipated start date: 6/1/23
Anticipated completion date: 4/15/25

I hereby certify that all knowledge of the information provided for this application and attachments is true and correct to the best of my knowledge.

Henry Kirchner 10/30/23
Applicant's Signature Date



209 1st Ave. South • Conover, NC 28613 • (828) 465-2205

**Carpenter Farms
Engineers Estimate for Bonding (Subdivision)**

Item	Description	Total Quantity	Units	Unit Price	Extended Price	% Complete	Amount Remaining
Professional Services							
1	Construction Staking	1	LS	\$ 183,920.00	\$ 183,920.00	50%	\$ 91,960.00
2	Utility As-Builts	1	LS	\$ 45,980.00	\$ 45,980.00	0%	\$ 45,980.00
Demolition							
3	Clear & Grub	21	AC	\$ 8,335.00	\$ 175,035.00	100%	\$ -
4	Demo Existing Houses, Barn, etc.	1	LS	\$ 48,125.00	\$ 48,125.00	100%	\$ -
Erosion Control							
5	Construction Entrance	2	EA	\$ 8,820.00	\$ 17,640.00	100%	\$ -
6	Double Row Silt Fence	7016	LF	\$ 8.60	\$ 60,337.60	100%	\$ -
7	Single Row Silt Fence	2175	LF	\$ 4.30	\$ 9,352.50	100%	\$ -
8	J-Hooks	27	EA	\$ 122.00	\$ 3,294.00	100%	\$ -
9	Silt Fence Outlet	8	EA	\$ 215.00	\$ 1,720.00	100%	\$ -
10	Temporary Diversion Ditch w/matting	8344	LF	\$ 5.40	\$ 45,057.60	100%	\$ -
11	Rock Check Dam	53	EA	\$ 350.00	\$ 18,550.00	100%	\$ -
12	Slope Drain 24"	280	LF	\$ 54.25	\$ 15,190.00	100%	\$ -
13	Slope Drain Stone Ring Filter	8	EA	\$ 765.00	\$ 6,120.00	100%	\$ -
14	Slope Drain RipRap Apron	8	EA	\$ 825.00	\$ 6,600.00	100%	\$ -
15	Permanent Sediment Basin #2	1	LS	\$ 105,560.00	\$ 105,560.00	100%	\$ -
16	Permanent Sediment Basin #3	1	LS	\$ 117,540.00	\$ 117,540.00	100%	\$ -
17	Permanent Sediment Basin #4	1	LS	\$ 88,930.00	\$ 88,930.00	100%	\$ -
18	Permanent Sediment Basin #1	1	LS	\$ 84,650.00	\$ 84,650.00	100%	\$ -
19	Concrete Washout	1	EA	\$ 1,750.00	\$ 1,750.00	100%	\$ -
20	Cloth & Gravel Inlet Protection	120	EA	\$ 345.00	\$ 41,400.00	35%	\$ 26,910.00
21	Silt Sack	73	EA	\$ 250.00	\$ 18,250.00	0%	\$ 18,250.00
22	Erosion Control Matting (Slopes >3:1)	73242	SY	\$ 2.65	\$ 194,091.30	65%	\$ 67,931.96
23	Temporary Seed One Time	51.8	AC	\$ 3,600.00	\$ 186,480.00	65%	\$ 65,268.00
24	Erosion Control Maintenance	1	LS	\$ 180,000.00	\$ 180,000.00	55%	\$ 81,000.00
Earthwork							
25	Strip 6" Topsoil	46096	CY	\$ 2.50	\$ 115,240.00	100%	\$ -
26	Mass Cut/Fill	210746	CY	\$ 3.20	\$ 674,387.20	95%	\$ 33,719.36
27	Close Temporary Basin	23314	CY	\$ 2.80	\$ 65,279.20	90%	\$ 6,527.92
28	Stockpiled Strippings Fill	46096	CY	\$ 2.70	\$ 124,459.20	90%	\$ 12,445.92
29	Fine Grade Pads	209	EA	\$ 625.00	\$ 130,625.00	80%	\$ 26,125.00

CIVIL ENGINEERS & SURVEYORS

30	Fine Grade Streets BOC	32408	SY	\$ 2.00	\$ 64,816.00	35%	\$ 42,130.40
31	Backfill Curb	18948	LF	\$ 2.40	\$ 45,475.20	35%	\$ 29,558.88
32	Fine Grading Site	108909	SY	\$ 1.00	\$ 108,909.00	45%	\$ 59,899.95

Storm Drainage

33	RCP Class III - 18"	6305	LF	\$ 69.50	\$ 438,197.50	20%	\$ 350,558.00
34	RCP Class III - 24"	1598	LF	\$ 89.80	\$ 143,500.40	40%	\$ 86,100.24
35	RCP Class III - 30"	1410	LF	\$ 112.60	\$ 158,766.00	80%	\$ 31,753.20
36	RCP Class III - 36"	1318	LF	\$ 152.40	\$ 200,863.20	75%	\$ 50,215.80
37	RCP Class III - 42"	518	LF	\$ 206.70	\$ 107,070.60	50%	\$ 53,535.30
38	RCP Class III - 48"	673	LF	\$ 240.40	\$ 161,789.20	50%	\$ 80,894.60
39	42" FES /Rip-Rap Apron	1	EA	\$ 7,735.00	\$ 7,735.00	50%	\$ 3,867.50
40	48" FES / Rip-Rap Apron	2	EA	\$ 9,675.00	\$ 19,350.00	50%	\$ 9,675.00
41	Catch Basin	73	EA	\$ 5,975.00	\$ 436,175.00	45%	\$ 239,896.25
42	Drop Inlet	46	EA	\$ 3,780.00	\$ 173,880.00	22%	\$ 135,626.40
43	Junction Box	1	EA	\$ 12,960.00	\$ 12,960.00	20%	\$ 10,368.00

Water

44	Traffic Control	1	LS	\$ 9,750.00	\$ 9,750.00	0%	\$ 9,750.00
45	8x8 Tapping Sleeve & Valve	2	EA	\$ 26,655.00	\$ 53,310.00	0%	\$ 53,310.00
46	Insertion Valve	2	EA	\$ 19,990.00	\$ 39,980.00	0%	\$ 39,980.00
47	Abandon Existing 8" Main w/flowable Fill	1000	LF	\$ 5.30	\$ 5,300.00	0%	\$ 5,300.00
48	8" C900 W/Fittings	9760	LF	\$ 54.75	\$ 534,360.00	0%	\$ 534,360.00
49	Gate Valve - 8"	14	EA	\$ 3,650.00	\$ 51,100.00	0%	\$ 51,100.00
50	Fire Hydrant	20	EA	\$ 9,690.00	\$ 193,800.00	0%	\$ 193,800.00
51	Remove Existing Fire Hydrant	2	EA	\$ 625.00	\$ 1,250.00	0%	\$ 1,250.00
52	Air Release Valve	1	EA	\$ 7,580.00	\$ 7,580.00	0%	\$ 7,580.00
53	Water Service 3/4" (Meter by Lincolnton)	209	EA	\$ 2,000.00	\$ 418,000.00	25%	\$ 313,500.00
54	Concrete Blocking	18	CY	\$ 245.00	\$ 4,410.00	0%	\$ 4,410.00
55	Test & Chlorinate	9760	LF	\$ 2.30	\$ 22,448.00	0%	\$ 22,448.00

Sanitary Sewer

56	Outfall: Clear & Grub	890	LF	\$ 17.25	\$ 15,352.50	100%	\$ -
57	Outfall: Silt Fence W/Hog Wire	1805	LF	\$ 4.80	\$ 8,664.00	100%	\$ -
58	Outfall: 12" DIP (Includes Fill Cover 5' Either Side)	800	LF	\$ 126.65	\$ 101,320.00	100%	\$ -
59	Outfall: Steel Casing Pipe w/spacers & Straps	60	LF	\$ 440.00	\$ 26,400.00	100%	\$ -
60	Outfall: Concrete Piers for Aerial Crossing	2	EA	\$ 24,485.00	\$ 48,970.00	100%	\$ -
61	Outfall: Manhole (w/poured Inverts)	4	EA	\$ 8,720.00	\$ 34,880.00	100%	\$ -
62	Outfall: Inside Drop	1	EA	\$ 1,455.00	\$ 1,455.00	100%	\$ -
63	Outfall: Fabric + 24" #57 Stone)	2528	SY	\$ 64.20	\$ 162,297.60	100%	\$ -
64	Outfall: 8" DIP	74	LF	\$ 95.90	\$ 7,096.60	100%	\$ -
65	8" SDR 35 W/Bedding	8236	LF	\$ 78.10	\$ 643,231.60	74%	\$ 167,240.22
66	Manhole	36	EA	\$ 6,180.00	\$ 222,480.00	78%	\$ 48,945.60

67	Laterals - 4"	209	EA	\$ 2,475.00	\$ 517,275.00	80%	\$ 103,455.00
68	Test	9110	LF	\$ 2.50	\$ 22,775.00	0%	\$ 22,775.00
69	Video	9110	LF	\$ 4.00	\$ 36,440.00	0%	\$ 36,440.00

Concrete Flatwork

70	2'-0" Valley Curb	18700	LF	\$ 21.45	\$ 401,115.00	15%	\$ 340,947.75
71	2'-6" Curb & Gutter	248	LF	\$ 31.60	\$ 7,836.80	0%	\$ 7,836.80
72	COS 4" Sidewalk	13374	SF	\$ 6.80	\$ 90,943.20	0%	\$ 90,943.20
73	COS ADA Ramp	6	EA	\$ 2,520.00	\$ 15,120.00	0%	\$ 15,120.00

Paving

74	4" ABC (Including Under Curb)	32408	SY	\$ 12.00	\$ 388,896.00	10%	\$ 350,006.40
75	4" ABC (Set for Paving)	26064	SY	\$ 12.50	\$ 325,800.00	10%	\$ 293,220.00
76	2" SF9.5C	26064	SY	\$ 17.20	\$ 448,300.80	0%	\$ 448,300.80

ROW Improvements

77	Traffic Control	1	LS	\$ 24,000.00	\$ 24,000.00	0%	\$ 24,000.00
78	Saw Cut Pavement	1420	LF	\$ 6.85	\$ 9,727.00	0%	\$ 9,727.00
79	Box Out Turn Lane Per Plans	1	LS	\$ 9,500.00	\$ 9,500.00	0%	\$ 9,500.00
80	5" B-25.0C	440	TON	\$ 140.00	\$ 61,600.00	0%	\$ 61,600.00
81	3" I 19.0C	255	TON	\$ 145.00	\$ 36,975.00	0%	\$ 36,975.00
82	5' Sidewalk	4600	SF	\$ 7.30	\$ 33,580.00	0%	\$ 33,580.00
83	Mill End Joints Per Plans	1	LS	\$ 8,450.00	\$ 8,450.00	0%	\$ 8,450.00
84	2" S9.5C	410	TON	\$ 155.00	\$ 63,550.00	0%	\$ 63,550.00
85	Thermoplastic Pavement Markings	1	LS	\$ 21,850.00	\$ 21,850.00	0%	\$ 21,850.00
86	Dress Ditches/Shoulders	1	LS	\$ 4,200.00	\$ 4,200.00	0%	\$ 4,200.00
87	Seed & Mulch Shoulders	1400	LF	\$ 5.00	\$ 7,000.00	0%	\$ 7,000.00

Mobilization/General Conditions

88	Mobilization / General Conditions	1	LS	\$ 199,750.00	\$ 199,750.00	92%	\$ 15,980.00
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Remaining Subtotal	\$ 5,118,628.44
25% Add	\$ 1,279,657.11
Total Bond Amount	\$ 6,398,285.55

If you have any questions or need any additional information, please let me know.
Thank you,

Miles A. Wright

Miles A. Wright, PE



10-30-23



LINCOLNTON AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council
Date: December 7, 2023
From: Chris Jones, Technology & Innovation Director
Subject: Consideration of 5 yr term for Endpoint (PC) Security, Umbrella (DNS), Dashboard (AI)

Summary:

We are in need of better solution to how we protect our PC's and safeguard internet traffic. I have spent the better part of a year evaluating multiple solutions and pricing structures and have identified Cisco Endpoint protection and Cisco Umbrella as product to best fit our current infrastructure. This addition will help us along the path of our cybersecurity plan and help with insurance premiums.

Background:

Our current solutions are outdated with the times. We are looking to put in a next gen solution to solve our current day issues. The cybersecurity landscape is constantly evolving, with cyber threats becoming more sophisticated and targeted. Organizations face an escalating risk of malware, ransomware, and other malicious activities that can compromise endpoint devices.

Endpoints, such as computers, mobile devices, and servers, are prime targets for cyberattacks. Strengthening endpoint security involves implementing robust protection mechanisms to detect, prevent, and respond to threats effectively.

In the process of doing this we must prioritize data protection and compliance with regulations. Strengthening endpoint security is crucial to ensure the confidentiality, integrity, and availability of sensitive information, thereby avoiding regulatory penalties and reputational damage.

The other Umbrella solution is to safeguard DNS (Domain Name System).
 DNS Security Challenges: The DNS, a fundamental component of internet infrastructure, is susceptible to various attacks. These include DNS spoofing, cache poisoning, and Distributed Denial of Service (DDoS) attacks. Strengthening DNS security is vital for maintaining the integrity of communication and preventing malicious activities.

The XDR is a single pane of glass that does the following:
 Detection and Response: XDR is primarily concerned with the detection and response aspects of cybersecurity. It goes beyond traditional security measures, such as antivirus software and firewalls, to provide a more comprehensive approach to identifying and mitigating security threats.

Integration of Security Solutions: XDR integrates various security solutions and technologies to create a unified and centralized system for threat detection and response. This can include tools like endpoint

detection and response (EDR), network security monitoring, and other security technologies.

Correlation and Analysis: XDR platforms typically employ advanced analytics and machine learning algorithms to correlate data from different sources. By analyzing patterns and anomalies across the entire IT environment, XDR aims to provide a more holistic view of potential security threats.

Automated Response: One of the goals of XDR is to automate response actions to security incidents. This can include isolating compromised devices, blocking malicious activities, and other automated responses to minimize the impact of a security incident.

Fiscal Impact:

To get pricing inline with what our department budget can handle have priced out a 5year term.

Full Term

Umbrella Advantage- \$34,218- 5yr

Secure Endpoint Advantage \$35,640 -5yr

Cisco XDR \$66,960-5yr

Yearly

Umbrella Advantage-\$6844

Secure Endpoint Advantage-\$7128

Cisco XDR -\$8857

Recommendation:

The department's recommendation is to go with Advantage over the Essentials model in the quote due to the ability to integrate with third party software and tie in with our infrastructure seamlessly which will allow us to be flexible going forward in the direction of this software or if we chose another. After testing other solutions this has held up and given the best results for the price.

Attachments:

1. QT-000040625-1 (City of Lincoln - Umbrella-AMP-XDR 2023-11-30)-C



13777 Ballantyne Corp Place | Suite 305 | Charlotte, NC 28277
IP Phone: 704.540.5800 | Fax: 704.541.0059 | <http://www.ineteng.com>

November 30, 2023
Customer's Address:

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

cjones@lincolntonnc.org

QUOTATION#QT-000040625-1
Please reference quote number on PO:
Please make purchase order to:

Internet Network Engineering
13777 Ballantyne Corp. Place
Suite 305
Charlotte, NC 28277

If you have any questions concerning this quote please contact
Client Services Account Manager
Scott Wilson Lee Bedford
704-943-5600 (919) 656-3249
clientservices@ineteng.com lbedford@ineteng.com

SUBJECT: City of Lincolnton - Umbrella/AMP/XDR

ITEM #	PART #	DESCRIPTION	PAYMENT TERM	TERM	QTY.	UNIT	MONTHLY LIST PRICE	MONTHLY UNIT PRICE	PYMNT TERM EXT PRICE	FULL-TERM EXT PRICE
Subscription Items:										
<u>UMB-SEC-SUB</u>										
1	UMB-SEC-SUB	Cisco Umbrella Security Subscription	Prepaid	60	1		\$0.00	\$0.00	\$0.00	\$0.00
2	UMB-DNS-ADV-K9	Cisco Umbrella DNS Security Advantage	Prepaid	60	200	User	\$5.16	\$2.48	\$29,760.00	\$29,760.00
3	SVS-UMB-SUP-E	Enhanced Support for Umbrella	Prepaid	60	1		\$154.80	\$74.30	\$4,458.00	\$4,458.24
Sub-Total									\$34,218.00	\$34,218.24
<u>AMP4E-SEC-SUB</u>										
4	AMP4E-SEC-SUB	Cisco Secure Endpoint XaaS Subscription	Prepaid	60	1		\$0.00	\$0.00	\$0.00	\$0.00
5	AMP4E-ADV-CL-LIC	Cisco Secure Endpoint Advantage Tier Subscription	Prepaid	60	200	End Point	\$6.60	\$2.64	\$31,680.00	\$31,680.00
6	TG-AMPADV-K9	Cisco Secure Malware Analytics Cloud for Endpoint Advantage	Prepaid	60	1	Each	\$0.00	\$0.00	\$0.00	\$0.00
7	SVS-AMPE-SUP-B	Cisco AMP for Endpoints Basic SW Service	Prepaid	60	1	Each	\$0.00	\$0.00	\$0.00	\$0.00
Sub-Total									\$31,680.00	\$31,680.00
<u>XDR-SEC-SUB</u>										
8	XDR-SEC-SUB	Cisco XDR	Prepaid	60	1		\$0.00	\$0.00	\$0.00	\$0.00
9	XDR-ADV	Cisco XDR Advantage Tier subscription	Prepaid	60	200	User	\$12.98	\$5.58	\$66,960.00	\$66,960.00
10	SVS-XDR-SUP-E	Enhanced Support Service for XDR	Prepaid	60	1	Each	\$0.00	\$0.00	\$0.00	\$0.00
Sub-Total									\$66,960.00	\$66,960.00

The subscription line items above are part of a license subscription and is non-cancellable prior to the subscription termination date. Customer agrees to pay all license fees, regardless of additional purchase orders that may be issued and notwithstanding the inability of Customer to appropriate adequate funding for such license fees over the term of the agreement.

This quote is governed by the Open Account Agreement executed by and between IE and City of Lincolnton on June 7, 2022.

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

Total Investment **\$132,858.24**
Plus Tax and/or Shipping

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

CUSTOMER'S SIGNATURE

Please Print Name & Title Below



LINCOLNTON
AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council
Date: December 7, 2023
From: Daphne Ingram, City Clerk
Subject: Consideration of Resolution adopting the 2024 Calendar for Lincolnton City Council Meeting dates and times in accordance with the Open Meetings Law and NCGS 143-33

Summary:

If a public body holds regular meetings, it must give public notice of those meetings by filing its schedule of regular meetings in a central location. For public bodies that are part of the city government, that location is the office of the city clerk. The law requires that the schedule or regular meetings be posted on the public body's website, if it maintains one.

Background:

Chapter 143-318.12 of the General Statutes requires that if a public body has established a schedule of regular meetings, a copy of the schedule, showing the time and place of the regular meeting must be filed with the city clerk of the governing board. Once adopted by city council, resolution will be published one time in the Lincoln Times News at least fifteen (15) days prior to the January 4, 2024 meeting. A copy of the resolution will also be posted on the bulletin boards located on the first and second floors of the City Hall, located at 114 W. Sycamore Street, Lincolnton, NC.

Fiscal Impact:

None

Recommendation:

Consideration and Approval of Resolution adopting the 2024 Calendar of meeting dates

Attachments:

1. R-12-23 - Resolution fixing date and time of 2024 council meetings

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
John M. Friguglietti, Jr.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LINCOLNTON, NORTH CAROLINA DESIGNATING THE DATE
AND TIME OF THE MONTHLY MEETING OF THE MAYOR AND
CITY COUNCIL IN ORDER TO COMPLY WITH THE OPEN
MEETINGS LAW**

(R-12-23)

WHEREAS, Chapter 143-318.12 of the General Statutes of North Carolina requires that if a public body has established, by ordinance, resolution, or otherwise, a schedule of regular meeting, it shall cause a current copy of that schedule, showing the time and place of the regular meeting to be kept on file with the city clerk of the governing board and each other public body that is part of a city government; and

WHEREAS, if a public body has a Web site and has established a schedule of regular meetings, the public body shall post the schedule of regular meetings to the Web site; and

WHEREAS, one of the methods of giving such public notice is to advertise in a newspaper with a circulation in and around the City of Lincolnton; and

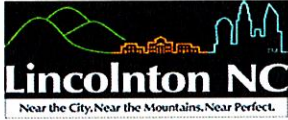
WHEREAS, the City Council desires to notify all citizens and residents of the City of Lincolnton of their regular meeting date and time.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Lincolnton that the regular meeting of the City Council shall be held the first Thursday of each month at 7:00 p.m. in the Council Chambers of the Lincolnton City Hall, located at 114 W. Sycamore Street, on the following dates:

January 4	May 2	September 5
February 1	June 6	October 3
March 7	June 27	November 7
April 4	August 1	December 5

All of these being held in 2024. The City Council, meeting in Regular Session on December 1, 2022, established these dates and time and ordered this resolution be published one time in the Lincoln Times-News at least fifteen days prior to the January 5, 2023 meeting. The City Council further ordered a copy of this resolution be posted on the bulletin boards located on the first and second floors of the City Hall, located at 114 W. Sycamore Street. The purpose of this advertisement and the posting of this notice acknowledges the requirement as described in Chapter 143-318.12 of the General Statues of North Carolina

Adopted this 7th day of December, 2023.



Daphne Ingram <dingram@lincolntonnc.org>

Online Form Submittal: Boards and Commissions Application

1 message

noreply@civicplus.com <noreply@civicplus.com>
To: dingram@lincolntonnc.org, rhaynes@lincolntonnc.org

Thu, Oct 5, 2023 at 7:05 AM

Boards and Commissions Application

Application for Boards/Commissions/Committees

Please complete each section

First Name	Eric
Last Name	Taylor
Date of Birth	8/27/1964
Home Street Address	709 S. Poplar St
Home City	Lincolnton
Home Zip Code	28092
Home Phone	Field not completed.
Cell Phone	7042217678
Email Address	pnthrf01@yahoo.com
Board/Commission/Committee Applying For:	Alcoholic Beverage Commission
Why are you interested in serving on this Board/Commission/Committee?	Looking for opportunities to serve in my community. Serving on this board would allow me to serve my community and learn more about how ABC operates and coincides with local businesses.
Interest/Skills/Areas of Expertise/Professional Organization/Activities	Member of Lincolnton DDA, Chairman of Alive After 5 Committee for DDA. NC Licensed Claims Adjuster (35+ years). Avid golfer and musician.
Current Employer	USAA
Years in current position	5
Job Title	Sr Staff Appraiser / Auto Physical Damage Team
Employer Phone Number	800-532-7771

Duties	Appraisal of vehicles for insurance claims settlements. Claims investigation. Preparing written damage estimates.
Other employment history	I've been in the insurance claims business and automotive repair for over 35 years. Past employers include: Hendrick Collision Repair Hickory / The Hartford Insurance Co / Independent Auto Appraiser / State Farm Insurance Co / McKenney Chevrolet / Abernethy Chevrolet

It is the City Council's goal to maintain a balance of membership on its Boards/Commissions/Committees based on race, gender and Council Ward residency.

Council Ward No.	Ward 3
Gender	Male
Ethnic Origin	White
Generally, the Council desires to broaden participation on Boards /Commissions /Committees for as much citizen involvement as possible; therefore, a goal is to limit appointees to no more than 1 Board/Commission/Committee. Therefore, please list any other Board/Commission/Committee on which you currently serve in the box below:	Lincolnton DDA

Affirmation of Eligibility:

Has any formal charge of professional misconduct, criminal misdemeanor or felony ever been filed against you in any jurisdiction?

Yes or No	No
If yes, please explain disposition	Field not completed.

Is there any conflict of interest or other matter that would create problems or prevent you from fairly and impartially discharging your duties as a appointee of the City Council?

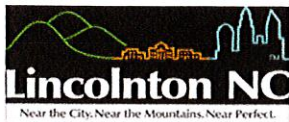
Yes or No	No
If yes, please explain	Field not completed.

I understand this application is public record and I certify that the facts contained in this application are true and correct to the best of my knowledge. I authorize and consent to background checks and to the investigation and verification of all statements contained herein as deemed appropriate. I further authorize all information concerning my qualifications to be investigated and release all parties from all liability for any damages that may result from this investigation. I understand and agree that any misstatement may be cause for my removal from any Board/Commission/ Committee. I understand regular attendance to any Board/Commission/Committee is important and, accordingly, I further understand that if my attendance is less then the standards established for any such body that this is cause for removal. Lacking any written standards for attendance by any Board/Commission/Committee it is expected that I will attend at least 75% of all meetings during any one calendar year to maintain my seat on any Board/Commission/Committee to which I may be appointed. This form will remain on file in the Office of the City Clerk and requests for updates will be sought prior to any consideration for reappointment (or future appointment) to any Board/Commission/Committee.

Signature	Eric Taylor
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Date	10/5/23
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Email not displaying correctly? [View it in your browser.](#)



Daphne Ingram <dingram@lincolntonnc.org>

Online Form Submittal: Boards and Commissions Application

1 message

noreply@civicplus.com <noreply@civicplus.com>
To: dingram@lincolntonnc.org, rhaynes@lincolntonnc.org

Wed, Nov 29, 2023 at 12:23 PM

Boards and Commissions Application

Application for Boards/Commissions/Committees

Please complete each section

First Name	Robert
Last Name	Haynes
Date of Birth	6/15/1971
Home Street Address	908 East Park dr
Home City	Lincolnton
Home Zip Code	28092
Home Phone	Field not completed.
Cell Phone	7042395259
Email Address	Westeamcarpets@gmail.com
Board/Commission/Committee Applying For:	Alcoholic Beverage Commission
Why are you interested in serving on this Board/Commission/Committee?	To exercise my civic duty
Interest/Skills/Areas of Expertise/Professional Organization/Activities	Owning and operating successful businesses
Current Employer	American Steamer
Years in current position	18
Job Title	Co -owner
Employer Phone Number	7042395259

Duties All associated with small business

Other employment history Flight school (IpJ) instructor

It is the City Council's goal to maintain a balance of membership on its Boards/Commissions/Committees based on race, gender and Council Ward residency.

Council Ward No. Ward 3

Gender Male

Ethnic Origin White

Generally, the Council desires to broaden participation on Boards /Commissions /Committees for as much citizen involvement as possible; therefore, a goal is to limit appointees to no more than 1 Board/Commission/Committee. Therefore, please list any other Board/Commission/Committee on which you currently serve in the box below:

Affirmation of Eligibility:

Has any formal charge of professional misconduct, criminal misdemeanor or felony ever been filed against you in any jurisdiction?

Yes or No No

If yes, please explain disposition Field not completed.

Is there any conflict of interest or other matter that would create problems or prevent you from fairly and impartially discharging your duties as a appointee of the City Council?

Yes or No No

If yes, please explain Field not completed.

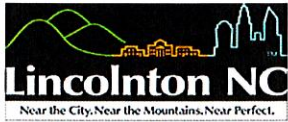
I understand this application is public record and I certify that the facts contained in this application are true and correct to the best of my knowledge. I authorize and consent to background checks and to the investigation and verification of all statements contained herein as deemed appropriate. I further authorize all information concerning my qualifications to be investigated and release all parties from all liability for any damages that may result from this investigation. I understand

and agree that any misstatement may be cause for my removal from any Board/Commission/ Committee. I understand regular attendance to any Board/Commission/Committee is important and, accordingly, I further understand that if my attendance is less then the standards established for any such body that this is cause for removal. Lacking any written standards for attendance by any Board/Commission/Committee it is expected that I will attend at least 75% of all meetings during any one calendar year to maintain my seat on any Board/Commission/Committee to which I may be appointed. This form will remain on file in the Office of the City Clerk and requests for updates will be sought prior to any consideration for reappointment (or future appointment) to any Board/Commission/Committee.

Signature	Robert Lee Haynes Jr.
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Date	11/29/2023
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Email not displaying correctly? [View it in your browser.](#)



Daphne Ingram <dingram@lincolntonnc.org>

Online Form Submittal: Boards and Commissions Application

1 message

noreply@civicplus.com <noreply@civicplus.com>
To: dingram@lincolntonnc.org, rhaynes@lincolntonnc.org

Thu, Nov 30, 2023 at 3:16 PM

Boards and Commissions Application

Application for Boards/Commissions/Committees

Please complete each section

First Name	David
Last Name	Huffines
Date of Birth	5/26/1979
Home Street Address	222 E. Carter Street
Home City	Lincolnton
Home Zip Code	28092
Home Phone	<i>Field not completed.</i>
Cell Phone	919-698-5527
Email Address	dave.huffines@gmail.com
Board/Commission/Committee Applying For:	Alcoholic Beverage Commission
Why are you interested in serving on this Board/Commission/Committee?	I have an interest in joining this Board to better serve the businesses and citizens of this amazing community.
Interest/Skills/Areas of Expertise/Professional Organization/Activities	15 to 20 years of Food and Beverage Experience in different Restaurants, Night Clubs, Alumni & Country Clubs. I'm also earning a Masters Degree of Data Analytics.
Current Employer	Walmart - Home Office
Years in current position	1
Job Title	Enterprise Business Services Analyst - Human Resources Compensation
Employer Phone Number	<i>Field not completed.</i>

Duties *Field not completed.*

Other employment history Executive Director - Affinity Living Group | Assisted Living Community
Service Director - Rock Barn Country Club & Spa
Food and Beverage Director - The Carolina Club

It is the City Council's goal to maintain a balance of membership on its Boards/Commissions/Committees based on race, gender and Council Ward residency.

Council Ward No. Ward 3

Gender Male

Ethnic Origin White

Generally, the Council n/a

desires to broaden
participation on Boards
/Commissions /Committees
for as much citizen
involvement as possible;
therefore, a goal is to limit
appointees to no more than 1
Board/Commission/Committee.
Therefore, please list any
other
Board/Commission/Committee
on which you currently
serve in the box below:

Affirmation of Eligibility:

Has any formal charge of professional misconduct, criminal misdemeanor or felony ever been filed against you in any jurisdiction?

Yes or No No

If yes, please explain disposition *Field not completed.*

Is there any conflict of interest or other matter that would create problems or prevent you from fairly and impartially discharging your duties as a appointee of the City Council?

Yes or No No

If yes, please explain *Field not completed.*

I understand this application is public record and I certify that the facts contained in this application are true and correct to the best of my knowledge. I authorize and consent to background checks and to the investigation and verification of all

statements contained herein as deemed appropriate. I further authorize all information concerning my qualifications to be investigated and release all parties from all liability for any damages that may result from this investigation. I understand and agree that any misstatement may be cause for my removal from any Board/Commission/ Committee. I understand regular attendance to any Board/Commission/Committee is important and, accordingly, I further understand that if my attendance is less then the standards established for any such body that this is cause for removal. Lacking any written standards for attendance by any Board/Commission/Committee it is expected that I will attend at least 75% of all meetings during any one calendar year to maintain my seat on any Board/Commission/Committee to which I may be appointed. This form will remain on file in the Office of the City Clerk and requests for updates will be sought prior to any consideration for reappointment (or future appointment) to any Board/Commission/Committee.

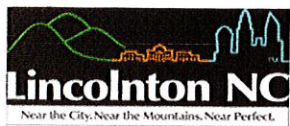
Signature

David H. Huffines

Date

11/30/2023

Email not displaying correctly? [View it in your browser.](#)



Daphne Ingram <dingram@lincolntonnc.org>

Online Form Submittal: Boards and Commissions Application

1 message

noreply@civicplus.com <noreply@civicplus.com>
To: dingram@lincolntonnc.org, rhaynes@lincolntonnc.org

Mon, Nov 6, 2023 at 11:38 AM

Boards and Commissions Application

Application for Boards/Commissions/Committees

Please complete each section

First Name	Lee
Last Name	Hansen
Date of Birth	3/16/1976
Home Street Address	2221 Country Club Rd
Home City	Lincolnton
Home Zip Code	28092
Home Phone	704-497-9829
Cell Phone	704-497-9829
Email Address	lhansen@lincolntonnc.org
Board/Commission/Committee Applying For:	Housing Authority
Why are you interested in serving on this Board/Commission/Committee?	Public service and I feel that I have experience and knowledge that would be helpful
Interest/Skills/Areas of Expertise/Professional Organization/Activities	I am a current city firefighter and a licensed NC general contractor. I am inside peoples homes and see the troubles and struggles of our residents first hand.
Current Employer	City of Lincolnton
Years in current position	22
Job Title	Lieutenant, Fire Department
Employer Phone Number	704-736-8920

Duties	Manage emergency calls.. Medical, Fire, vehicle accidents. And perform vehicle and building maintenance.
Other employment history	Jeff Hurt building. 8 years as laborer/ apprentice I know a guy. Renovations and restoration. 3 years owner/ operator

It is the City Council's goal to maintain a balance of membership on its Boards/Commissions/Committees based on race, gender and Council Ward residency.

Council Ward No.	Ward 2
------------------	--------

Gender	Male
--------	------

Ethnic Origin	White
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Generally, the Council desires to broaden participation on Boards /Commissions /Committees for as much citizen involvement as possible; therefore, a goal is to limit appointees to no more than 1 Board/Commission/Committee. Therefore, please list any other Board/Commission/Committee on which you currently serve in the box below:	<i>Field not completed.</i>
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Affirmation of Eligibility:

Has any formal charge of professional misconduct, criminal misdemeanor or felony ever been filed against you in any jurisdiction?

Yes or No	No
-----------	----

If yes, please explain disposition	<i>Field not completed.</i>
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Is there any conflict of interest or other matter that would create problems or prevent you from fairly and impartially discharging your duties as a appointee of the City Council?

Yes or No	No
-----------	----

If yes, please explain	<i>Field not completed.</i>
------------------------	-----------------------------

I understand this application is public record and I certify that the facts contained in this application are true and correct to the best of my knowledge. I authorize and consent to background checks and to the investigation and verification of all

statements contained herein as deemed appropriate. I further authorize all information concerning my qualifications to be investigated and release all parties from all liability for any damages that may result from this investigation. I understand and agree that any misstatement may be cause for my removal from any Board/Commission/ Committee. I understand regular attendance to any Board/Commission/Committee is important and, accordingly, I further understand that if my attendance is less then the standards established for any such body that this is cause for removal. Lacking any written standards for attendance by any Board/Commission/Committee it is expected that I will attend at least 75% of all meetings during any one calendar year to maintain my seat on any Board/Commission/Committee to which I may be appointed. This form will remain on file in the Office of the City Clerk and requests for updates will be sought prior to any consideration for reappointment (or future appointment) to any Board/Commission/Committee.

Signature	Lee Hansen
-----------	------------

Date	11-6-2023
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Email not displaying correctly? [View it in your browser.](#)

City of Lincolnton: AIA-W-ARP-0242 Wastewater Project

Request for Quotes:

Scope - Manhole Inspections, CCTV, Smoke Testing of Sanitary
Sewer Collection System

Vendor:	Item No:	Description:	Payment:	Est. Qty:	Unit Price:	Price:
KRG Utility Inc	1	Mobilization/Demobilization	LS	1	\$1,500.00	\$1,500.00
	2	Manhole Inspections	Each	325	\$275.00	\$89,375.00
	3	CCTV & Cleaning of Collection Lines	LF	46,500	\$3.00	\$139,500.00
	4	Smoke Testing Collection Lines	LF	46,500	\$0.50	\$23,250.00
	Total Quote					<u>\$253,625.00</u>

Parker Design Group

1	Mobilization/Demobilization	LS	1	\$2,000.00	\$2,000.00
2	Manhole Inspections	Each	325	\$110.00	\$35,750.00
3	CCTV & Cleaning of Collection Lines	LF	46,500	\$4.00	\$186,000.00
4	Smoke Testing Collection Lines	LF	46,500	\$1.15	\$53,475.00
Total Quote					<u>\$277,225.00</u>

*** City of Lincolnton representatives met with Nicole and Jerry with Burch Environmentals to review the quotes received. The recommendation is to move forward with KRG Utility Inc.

*** Burch Environmentals is taking the lead on this project and will work with the selected vendor to meet the budget approved by NCDEQ.

November 21, 2023

Mr. Ritchie Haynes, City Manager
City of Lincolnton
114 West Sycamore Street
P.O. Box 617
Lincolnton, North Carolina 28093

RE: Proposal for Consulting Services
NCDEQ Asset Inventory and Assessment
Drinking Water AIA-D-ARP-0259
Wastewater AIA-W-ARP-0242
City of Lincolnton, North Carolina

Dear Mr. Haynes:

Pursuant to your request, McGill Associates, P.A. (McGill) is pleased to submit this proposal to provide professional services related to the City's Asset Inventory and Assessment (AIA) Grant projects for both the City's water distribution system and its wastewater system (Nos. AIA-D-ARP-0259 and AIA-W-ARP-0242).

The City of Lincolnton's water and wastewater system infrastructure is in need of assessment, including assessment of the Wastewater Treatment Plant and evaluation of the water distribution system pipelines.

We understand that the City has also partnered with others to achieve the full scope of its awarded AIA projects but that the scope of services for McGill will generally include evaluation of the distribution system water mains and evaluation of the wastewater treatment plant's headworks, clarifiers, pumping equipment, digesters, and effluent discharge line. Water distribution mains will be evaluated based on data and attributes that reside within the City's GIS mapping system and recommendations will be made for replacement/repair based on the repair history, material, age, and any known conditions. The wastewater treatment plant will be evaluated based on site visits, visual inspections, and any repair history/documentation. As part of this project, all the infrastructure components which McGill evaluates will be noted for any recommended improvements. This information (cost estimates and brief project descriptions) will then be conveyed to the City and its other AIA partners for incorporation by others into the City's other portions of the overall AIA projects.

SCOPE OF SERVICES:

We anticipate providing the following **Scope of Services** for the project. Budgets for individual tasks are indicated below for grant record keeping purposes.

- Assessment of Water Distribution System Water Mains \$55,000
- Assessment of Wastewater Treatment Plant..... \$45,000

EXCLUSIONS

McGill will not be responsible for any other component of either of the City's awarded AIA projects not explicitly named in the scope of services above. Further, no written summary reports, capital improvement plans or asset management plan documents will be provided.

BASIS OF COMPENSATION:

Based on the above understanding and scope of services, we propose to provide our services for a lump sum fee of \$100,000. This proposal assumes the following:

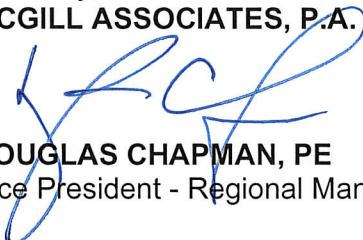
- Necessary project information will be provided by the City or its other AIA partners in a timely manner.
- City staff will examine all reports, estimates, and other documents presented and render decisions and comments pertaining thereto within a reasonable time so as not to delay the services.
- Payment for services shall be made monthly as work progresses.

ACCEPTANCE

If you find this proposal acceptable, please sign and return this proposal along with the attached Consulting Services Agreement as your authorization to proceed. We look forward to working with you and your staff on this important project.

Sincerely,

MCGILL ASSOCIATES, P.A.



DOUGLAS CHAPMAN, PE

Vice President - Regional Manager

Enclosures: Consulting Services Agreement

This proposal is accepted this the _____ day of _____, 202_.

CITY OF LINCOLNTON

(Signature)

(Name and Title)

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act, this the _____ day of _____, 202_ by Finance Officer, _____, City of Lincolnton, North Carolina.

CONSULTING SERVICES AGREEMENT

This contract entered into this _____ day of _____, 202_ by and between City of Lincolnton hereinafter called the Client, and McGill Associates, P.A.

Witnesseth that:

Whereas, the Client desires to engage McGill Associates to provide consulting services; and,

Whereas, the Client finds that the attached Scope of Services and terms of this agreement are acceptable; and,

Whereas, McGill Associates desires to provide said services and agrees to do so for the compensation and upon the terms and conditions as hereinafter set forth,

Now, therefore, the parties hereto do mutually agree as follows:

1. Scope of Services: McGill Associates shall provide the services attached hereto in the Exhibit "Scope of Services" to this Agreement, hereinafter called services. Additional services will be invoiced in accordance with the attached rate and fee schedule.

2. Standard of Care: McGill Associates will perform its services using that degree of skill and diligence normally employed by professional engineers or consultants performing the same services at the time these services are rendered.

3. Authorization to Proceed: Execution of this Consulting Services Agreement will be considered authorization for McGill Associates to proceed unless otherwise provided for in this Agreement.

4. Changes in Scope: The Client may request changes in the Scope of Services provided in this Agreement. If such changes affect McGill Associates cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this Agreement.

5. Compensation: The Client shall pay the compensation to McGill Associates set forth in the Exhibit "Basis for Compensation" attached hereto. Unless otherwise provided in the Basis for Compensation, McGill Associates shall submit invoices to the Client monthly for work accomplished under this agreement and the Client agrees to make payment to McGill Associates within thirty (30) days of receipt of the invoices. Client further agrees to pay interest on all accounts invoiced and not paid or objected to for a valid cause in writing within said thirty (30) days at a rate of 1-1/2 percent per month (18 percent per annum), until paid. Client agrees to pay McGill Associates' cost of collection of the amounts due and unpaid after sixty (60) days, including but not limited to, court costs and attorney's fees. McGill Associates shall not be bound by any provision such as contained in a purchase order or wherein McGill Associates waives any rights to a mechanic's lien or any provision conditioning McGill Associates' right to receive payment for its work upon payment to the Client by any third party. These general conditions are notice, where required, that McGill Associates shall file a lien whenever necessary to collect past due amounts. The Client agrees that failure to make payment in full within thirty (30) days of receipt of the invoice shall constitute a release of McGill Associates from any and all claims of negligence which Client may have. It is also mutually agreed that should the Client fail to make prompt payments as described herein, McGill Associates reserves the right to immediately stop all work under this agreement until disputed amounts are resolved.

6. Personnel: McGill Associates represents that it has, or will secure at their own expense, all personnel required to perform the services under this agreement and that such personnel will be fully qualified and adequately supervised to perform such services. It is mutually understood that should the scope of services require outside subcontracted services, McGill Associates may do so at their discretion.

7. Opinions or Estimates of Cost: Any costs estimates provided by McGill Associates shall be considered opinions of probable costs. These along with project economic evaluations provided by McGill Associates will be on a basis of experience and judgment, but, since McGill Associates has no control over market conditions or bidding procedures, McGill Associates cannot warrant that bids, ultimate construction cost, or project economics will not vary from these opinions.

8. Termination: This Agreement may be terminated for convenience by either the Client or McGill Associates with 15 days written notice or if either party fails substantially to perform through no fault of the other and does not commence correction of such non performance within 5 days of written notice and diligently complete the correction thereafter. On termination,

McGill Associates will be paid for all authorized work performed up to the termination date plus reasonable project closeout costs.

9. Limitation of Liability: McGill Associates liability for Client's damages will, in aggregate, not exceed \$50,000. This provision takes precedence over any conflicting provision of this Agreement or any documents incorporated into it or referenced by it. This limitation of liability will apply whether McGill Associates liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and shall include McGill Associates' directors, officers, employees and subcontractors. At additional cost, Client may obtain a higher limit prior to commencement of services.

10. Assignability: This agreement shall not be assigned or otherwise transferred by either McGill Associates or the Client without the prior written consent of the other.

11. Severability: The provisions of this Consulting Services Agreement shall be deemed severable, and the invalidity or enforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this consulting services agreement is deemed unenforceable for any reason whatsoever, such provision shall be appropriately limited, and given effect to the extent that it may be enforceable.

12. Ownership of Documents: All documents, calculations, drawings, maps and other items generated during the performance of services shall be considered intellectual property and remain the property of McGill Associates. Client agrees that the deliverables are intended for the exclusive use and benefit of, and may be relied upon for this project only by the Client and will not be used otherwise. Client agrees that any prospective lender, buyer, seller or third party who wishes to rely on any deliverable must first sign McGill Associates' Secondary Client Agreement.

13. Excusable Delay: If performance of service is affected by causes beyond McGill Associates control, project schedule and compensation shall be equitably adjusted.

14. Indemnification: Client agrees to indemnify, defend and hold McGill Associates, its agents, employees, officers, directors and subcontractors harmless from any and all claims, and costs brought against McGill Associates which arise in whole or in part out of the failure by the Client to promptly and completely perform its obligations under this agreement, and as assigned in the Exhibit "Scope of Services" or from the inaccuracy or incompleteness of information supplied by the Client and reasonably relied upon by McGill Associates in performing its duties or for unauthorized use of the deliverables generated by McGill Associates.

15. Choice of Law: This Agreement shall be governed by the internal laws of the State of North Carolina.

16. Entire Agreement: This Agreement contains all of the agreements, representations and understandings of the parties hereto and supersedes any previous understandings, commitments, proposals, or agreements, whether oral or written, and may only be modified or amended as herein provided; and as mutually agreed.

17. Attachments to this document:

1. Proposal including Scope of Services and Basis of Compensation
2. Fee Schedule

Client: City of Lincolnton
Authorized Signature:

Print Name: Ritchie Haynes
City Manager
114 West Sycamore Street
Lincolnton, North Carolina 28903-0617

McGill Associates, P.A.

Print Name: Douglas Chapman, PE
Vice President – Regional Manager
1240 19th Street Lane, NW
Hickory, North Carolina 28603

City of Lincolnton
P. O. Box 617
128 Motz Avenue
Lincolnton, North Carolina
28093-0617



Public Works & Utilities
Phone (704) 736-8940
FAX (704) 736-8959
www.lincolntonnc.org

TO: Ritchie Haynes, City Manager
FROM: Nathan Eurey, Public Services Director
SUBJECT: RFQ for New Public Services and Utilities Center
Date: December 1, 2023

As you are aware, we recently advertised for a Request for Qualifications (RFQ) for the new Public Services and Utilities Center located at 500 Sigmon Road. We received three proposals on September 29, 2023 before the 5:00pm deadline. Proposals were received from:

- Progressive AE
- Becker Morgan Group
- Upland Architects

On November 16, 2023, David Ramsey, Todd Elmore, Yourself and I conducted interviews with each company and called references to determine the best group to perform the professional design and construction administration of the new Public Services and Utilities Center. We examined their experience and technical competence, work plan and framework for the project, current workload, experience of the team, and other projects that they or their team had completed. After considering all the factors mentioned above, we voted and selected Becker Morgan Group as the firm we would recommend City Council select to perform the design and construction administration at the new Public Services and Utilities Center site. The interviewing committee of the individuals mentioned above feel that the Becker Morgan Group has both the knowledge and experience that we need to complete this project within the desired timeframe and budget.

I would like to seek City Council's approval to allow us to enter into negotiations with Becker Morgan Group concerning their fee for the services mentioned above. Please let me know if you have any questions concerning this request.

ATTACHMENTS: (1) RFQ - REQUEST FOR QUALIFICATIONS

**REQUEST FOR QUALIFICATIONS
LINCOLNTON, NORTH CAROLINA
RFQ NO.: 2023-01**

1. INTRODUCTION

The City of Lincolnton is requesting that qualified firms and organizations submit a Statement of Qualifications to provide professional architectural and engineering services related to the design and construction services including schematic design, design development, construction documents, bid documents, bidding and construction administration for and renovation of a Public Services and Utilities Center (formerly the site of Excel Inc. Plant 2 building) in Lincolnton, NC.

Submittal information, scope of services, statement of qualifications content, selection process, and general terms and conditions are summarized in this request for qualifications.

2. SUBMITTAL INFORMATION

2.1 Due Date

Statements of qualifications shall be submitted no later than 5:00 PM on Friday, September 29, 2023.

2.2 Submit To

Submit statements of qualifications addressed to:

**CITY OF LINCOLNTON PUBLIC SERVICE CENTER
C/O NATHAN EUREY, PUBLIC SERVICES DIRECTOR
128 MOTZ AVENUE (COURIER)
PO BOX 617 (USPS)
LINCOLNTON, NC 28092
Phone: 704-736-8940
Email: neurey@lincolntonnc.org**

Submit information in a sealed package clearly marked with the following:

**Response to RFQ No. 2023-01
Public Service and Utilities Center
Lincolnton, North Carolina**

2.3 Quantity and Format

Provide three (3) hard-copies and one (1) electronic copy in PDF format on a flash drive.

2.4 Questions, Clarification, and Interpretation

All questions, clarifications, discrepancy in, or omissions and interpretation concerning this request for qualifications shall be submitted in writing no later than Friday, September 1st, 2023 by email, to neurey@lincolntonnc.org. The City will issue addenda in response to questions and to provide clarifications before 5:00 pm, Friday, September 8, 2023. No contact shall be made with City personnel

other than the contact listed above for Questions, Clarifications, and Interpretation. The City will not be responsible for any oral representations or instructions.

3. SCOPE OF SERVICES

Perform architectural, engineering and construction phase services associated with the design and construction of new structures to house trucks, trailers, and other equipment, construction of a wash pit area for vehicles and equipment, and a garage to service equipment and vehicles. Perform architectural, engineering and construction phase services associated with the design and construction of new structure to house Public Services and Utilities Administrative offices, which will include but not limited to, employee offices, restrooms, breakroom, training and conference rooms, file room, map room, and other areas identified as necessary. Services will also include the construction of a covered concrete pad with divided bays to store gravel, stone, sand, dirt, straw, utility poles and wire, and other materials. The services should also include retrofitting/renovating a former large manufacturing facility to include offices, work spaces, storage areas, employee breakrooms and restrooms, laundry room, a central training room, and other needed areas and amenities that may be needed for multiple departments.

3.1 SCOPE PARAMETERS

If a Respondent identifies an additional element not included in this RFQ, which in its judgment would be essential to accomplish the intended objectives as articulated in this RFQ, the Respondent should identify this element in its proposal and explain in detail why the City should consider including this element within the scope of services. Conversely, if a Respondent identifies a task within the RFQ that it believes could be modified or deleted without impacting the objectives of the RFQ, the Respondent should provide an explanation as to why the task should be deleted or modified. The City reserves the right to accept or reject all additions, deletions or modifications recommended.

4. STATEMENT OF QUALIFICATIONS CONTENT

Statement of qualifications shall include the following information:

- Company overview;
- Length of time in business doing type of work described in RFQ;
- Summary of qualifications, technical competence, and experience;
- Description of the proposed project understanding and approach;
- Primary office location for services and availability of project personnel;
- List of proposed sub-consultants for potential design work, particularly as they relate to structural, electrical and soil bearing capacity of the proposed sites.
- Listing of similar projects;
- List litigation involving the respondent related to similar work in which the plaintiff substantially prevailed (list individually and for the company);

5. RESPONDENT'S RESPONSIBILITIES

It is the Respondent's responsibility to meet the entire intent of these specifications. Respondents shall carefully examine the terms of this document and shall judge for

themselves all the circumstances and conditions affecting their proposal. Failure on the part of any Respondent to make such examination and to investigate thoroughly shall not be grounds for any declaration that the Respondent did not understand the terms and conditions herein. The City of Lincolnton shall not be liable for any costs associated with the preparation, transmittal, or presentation of any response or materials submitted in response to the RFQ. It is the responsibility of each Respondent to: 1) Examine the RFQ documents thoroughly; 2) Consider federal, state and local laws and regulations that may affect the proposal; and 3) consider and investigate any other legal, regulatory and or financial issues that the Respondent feels should be addressed related to the award of the intended contract.

6. SELECTION PROCESS

The City will review the submittals based on, though not limited to, the above criteria.

After review of qualifications, the City may interview select Respondents or may make a direct selection from the proposals received.

City reserves the right to negotiate and contract with the Respondent(s) deemed suitable to provide the requested services. The City reserves the right to reject any and all statements of qualifications and to evaluate at its discretion the statements of qualifications. The City reserves the right to award the contract based on the selection criteria and according to the statements of qualifications and demonstrated knowledge and ability which best serves the City and its interests.

7. GENERAL TERMS AND CONDITIONS

7.1 Contract Scope

The scope, price, and contract for the specific project will be established and negotiated between the City and consultant upon selection of the consultant by the City.

THE CITY OF LINCOLNTON GENERAL CONTRACT TERMS AND CONDITIONS

As used herein, the terms “Service Provider,” “Vendor” and “Contractor” may be used interchangeably to refer to the party contracting with the City of Lincolnton (the “City”) pursuant to that Contract, Agreement or Proposal (the “Contract”) made pursuant to an RFP (as the case may be) of which these Terms and Conditions have been made a part.

1. **NON-APPROPRIATION CLAUSE:** Contractor acknowledges that the City is a governmental entity and the validity of this Agreement is contingent upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are not available and not appropriated for the performance of the City’s obligations under this Agreement, then this Agreement shall automatically terminate without penalty to the City upon thirty (30) days written notice by the City to the Contractor regarding the non-appropriation of public funds.
2. **DEFAULT AND PERFORMANCE BOND:** In case of default by the Contractor, the City may procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The City of Lincolnton reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to the City, as allowed by law.
 - a. Bankruptcy of Contractor, Service Provider or Vendor. Upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the City of Lincolnton may immediately terminate, for cause, this Contract and all other existing contracts the Contractor has with the City, and debar the Contractor from doing future business with the City of Lincolnton.
3. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the Contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. The City of Lincolnton reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to terminate the Contract as provided herein.
4. **AVAILABILITY OF FUNDS:** Any and all payments to the Contractor are dependent upon and subject to the availability of funds of the City for the purpose set forth in this Contract.
5. **TAXES:** Any applicable taxes shall be invoiced as a separate item. By execution of the bid document, or this Contract, the vendor has certified that it and all of its affiliates, if applicable, collect(s) the appropriate taxes as required by law.

6. **SITUS:** The place of this Contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
7. **GOVERNING LAWS AND VENUE:** This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina. Any dispute or litigation arising from this Contract shall be filed in state courts located in Lincoln County, North Carolina or the federal courts of the Western District of North Carolina.
8. **NO COLLUSION OR CONFLICT OF INTEREST:** The Service Provider represents and warrants that this, or any other proposal, related to this Contract is not made in connection with any competing Service Provider submitting a separate response to a RFP, and is in all respects fair and without collusion or fraud.
9. **INSPECTION AT CONTRACTOR'S SITE:** The City of Lincolnton reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective Contractor prior to awarding said contract, and during the contract term, as necessary for the City's determination that such equipment/item, plant or other facilities conform with the specifications and requirements required and are adequate and suitable for the proper and effective performance of the contract.
10. **PAYMENT TERMS:** Payments are due to the Contractor not later than thirty (30) days after receipt of a final invoice or the acceptance of goods by the City, whichever is later. The City of Lincolnton is responsible for all payments to the Contractor under the Contract.
11. **AFFIRMATIVE ACTION:** The Contractor shall take affirmative action in complying with all federal and state requirements concerning fair employment, employment of people with disabilities, and treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.

More specifically, Title VI is part of the Civil Rights Act of 1964, as amended, and its implementing regulations provide that no person shall be subject to discrimination on the basis of race, color or national origin under any program or activity that receives federal financial assistance. For our purposes, "national origin" equates to individuals who have a limited proficiency with the English language and their primary language is not English, hence, the term "limited English proficiency" or LEP.

12. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been previously sold or used for any purpose other than that

contracted for herein and shall be in first class condition. All containers and/or packaging shall be suitable for handling, storage or shipment.

13. STANDARDS: All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization, such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

14. PATENT: The Contractor shall hold harmless the City, its officers, agents and employees, from liability of any kind, including costs and expenses, on account of the violation or misuse of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Contract, including use by the government.

15. ADVERTISING: Contractor agrees not to use the existence of this Contract or the name of the City of Lincolnton as part of any commercial advertising, unless the City provides an allowance of such, in writing.

16. ASSIGNMENT: The Contractor shall be prohibited from assigning its obligations under this contract, and shall be prohibited from assignment of Contractor's right to receive payment hereunder. However, upon written request and solely as a convenience to the Contractor, the City of Lincolnton may:

- a. Forward the Contractor's payment directly to any person or entity designated by the Contractor, and
- b. Include any person or entity designated by contractor as a joint payee on the Contractor's payment.
- c. In no event shall such approval and action obligate the City of Lincolnton to anyone other than the Contractor, and the Contractor shall remain responsible for fulfillment of all contract obligations.

17. INSURANCE COVERAGE and GENERAL REQUIREMENTS: During the term of this Contract, the Contractor, at its sole cost and expense, shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with this Contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

- a. Workers' Compensation – The Contractor shall provide and maintain Workers' Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of One-Hundred and Fifty Thousand Dollars (\$150,000.00), covering all employees of Contractor engaged in any work under this contract. If any work is sublet, the Contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract, and shall require subcontractor to provide written proof of said coverage, for inspection by the City, if requested.
- b. Commercial General Liability - Contractor shall maintain Commercial General Liability insurance, including coverage for products and completed operations liability, contractual liability, liability from independent contractors, property damage liability, bodily injury liability, and personal injury liability with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, and One Million Dollars (\$1,000,000.00) annual aggregate. The limits may be satisfied by a combination of primary and excess insurance. The coverage shall be written on an occurrence basis.
- c. Automobile Insurance Coverage - At all times while the Contractor's representatives are conducting on-site work, the Contractor shall maintain Business Auto insurance for any owned, hired, rented, or borrowed vehicle with a limit of not less than One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury and property damage liability. The limit may be satisfied by a combination of primary and excess insurance.
- d. General Insurance Requirements:
 - i. Prior to beginning the work, Contractor shall provide written evidence of insurance as requested by the City to confirm that these insurance requirements are satisfied. Contractor shall provide certificates of insurance to the City as evidence of the required coverage. Contractor agrees to provide complete copies of policies if requested. Either the failure of Contractor to provide timely evidence of insurance, or to place coverage with insurance companies acceptable to the City, shall be viewed as Contractor's delaying performance, which shall entitle the City to all appropriate remedies under the law including termination of the Contract.
 - ii. The City of Lincolnton shall be named as an additional insured under Contractor's automobile and general liability insurance. In the event of a loss arising out of , or relating to the Contractor's services performed under this Agreement, Contractor's Liability insurance shall be primary (pay first) with

respect to any other insurance which may be available to the City, regardless of how the “other insurance” provisions may read.

- iii. The workers compensation policy as required herein must contain a waiver of subrogation in favor of the City.
- iv. Contractor shall be responsible for insuring all of his/her own personal property, improvements, and betterments.
- v. All insurance policies put forth to satisfy the above requirements shall require the insurer to provide a minimum of thirty (30) days written notice to the City of any material change in coverage, cancellation, or non-renewal.
- vi. All insurance put forth to satisfy the above requirements shall be placed with insurance companies licensed to provide insurance in the State of North Carolina. Any deductibles or self-insured retentions in the required insurance shall be subject to approval by the City.

18. GENERAL INDEMNITY: The Contractor shall hold and save the City of Lincolnton, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or intentionally tortuous acts of the Contractor provided that the contractor is notified in writing within 30 days that the City has knowledge of such claims. The Contractor represents and warrants that it shall make no claim of any kind or nature against the City of Lincolnton agents who are involved in the delivery or processing of contractor goods to the City. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract. If this Contract is a Construction Agreement or Design Professionals Agreements as defined by N.C.G.S. §22B-1(f) then Section 19 will apply.

19. INDEMNITY FOR CONSTRUCTION AGREEMENTS OR DESIGN PROFESSIONALS AGREEMENTS. The Contractor shall hold and save the City of Lincolnton, its officers, agents, employees, independent contractors, indemnitees or any other person or entity harmless from liability of any kind, including all claims and losses accruing or resulting from the performance of this Contract, if this Contract is a Construction Agreement or Design Professionals Agreement as defined herein, so long as the fault of the Contractor or its derivative parties is a proximate cause of the loss, damage, or expense indemnified (N.C.G.S. §22B-1). This shall include the Contractor’s duty to indemnify the City as to any attorneys’ fees, litigation or arbitration expenses, or court costs actually incurred by the City to defend against any third party claims alleged in any court, tribunal or alternative dispute resolution procedure required by law or contract, if the fault of the Contractor or its derivative parties is a

proximate cause of the attorneys' fees litigation or arbitration expenses, or court costs to be indemnified.

For the purposes of this section, a Construction Agreement is defined as any promise or agreement in, or in connection with, a contract or agreement relative to the design, planning, construction, alteration, repair, or maintenance of a building, structure, highway, road, appurtenance, or appliance, including moving, demolition, and excavating connected therewith.

For the purposes of this section, a Design Professional Agreement is any promise or agreement in, or in connection with, a contract or agreement with a design professional to provide design professional services, which are service or work performed by a Design Professional, as defined herein.

For the purposes of this section, Design Professional is defined as a person or entity who is licensed as architects (Chapter 83A), landscape architects (Chapter 89A), engineers and land surveyors (Chapter 89C), geologists (Chapter 89E), and soil scientists (Chapter 89F).

- 20. CONTRACT AND OR AGREEMENT TERM LENGTH:** The duration of this contract and or agreement shall be for one year unless noted on the signature page. No contract and or agreement shall extend 60 days past the renew date. Contract and or agreements may be extended, upon agreement of the parties, for up to a total of five years from the original contract or agreement date. However; the contract and or agreement will not be automatically renewed past the contract and or agreement dates listed on the initial signature page.
- 21. CANCELLATION (TERM CONTRACTS ONLY):** All Contract obligations shall prevail for at least ninety (90) days after the effective date of the Contract. After that period, in addition to the provisions of the paragraph entitled Price Adjustments, for the protection of both parties, this Contract may be canceled in whole or in part by either party by giving thirty (30) days prior notice in writing to the other party.
- 22. QUANTITIES (TERM CONTRACTS ONLY):** The award of a term contract neither implies nor guarantees any minimum or maximum purchases thereunder.
- 23. PRICE ADJUSTMENTS (TERM CONTRACTS ONLY):** Any price changes, downward or upward, which might be permitted during the contract period, must be general, either by reason of market change or on the part of the contractor to other customers.
- a. Notification: Notice must be provided to the City in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of manufacturer's official notice or other acceptable evidence that the change is general in nature.

- b. Decreases: If there are price adjustments that are considered a decrease in price, then the City shall receive full proportionate benefit immediately, at any time during the contract period.
- c. Increases: All prices shall be firm against any increase for the initial 180 days from the effective date of the Contract. After this period, a request for increase may be submitted with the City reserving the right to accept or reject the increase, or terminate the contract. Such action by the City of Lincolnton shall occur not later than 15 days after the receipt by the City of Lincolnton of a properly documented request for price increase. Any increases accepted shall become effective not later than 30 days after the expiration of the original 15 days reserved to evaluate the request for increase.
- d. Invoices: It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the Contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.

24. CRIMINAL CONVICTIONS CHECKS: The City of Lincolnton is committed to providing a crime free environment for its staff and citizens. If the contractual requirements require that your personnel will have access to various areas of City Facilities, the City reserves the right to require a criminal convictions check on owners, officers, employees and any other workers of the Contractor and their subcontractors at any time upon written request. The Contractor or the Contractor's direct representative shall accompany all new employees to the jobsite and present them to the Contract Administrator, if not defined in the contract, is the individual entitled to make all final decisions regarding the contract for the City. At that time, if a criminal convictions check has been requested then the Contractor shall provide a criminal history (not a letter) including traffic records, by presenting a document from a reputable company providing statewide searches covering a minimum of the last seven (7) years to the Contract Administrator. The criminal history shall match the name on state issued picture identification card of the individual being search. Out of state searches shall be required for persons living in the state of North Carolina for less than seven (7) years. The names, addresses and birth dates of each person that enters City property (including the owners and subcontractors) in the performance of this contract shall be supplied to the City, with the criminal history, on company letterhead and signed by a representative duly authorized to sign on behalf of the company. This history shall be provided to the Contract Administrator at least twenty-four (24) hours prior to any person performing work under this contract. Persons that have not supplied this criminal history may be turned away and not allowed to work on any property owned or utilized by the City until proper documentation is submitted and approved by the Contract Administrator.

The City reserves the right to keep any person from being assigned to work on its property if that person (1) has been convicted of a criminal offense since the age

of eighteen (18), or (2) been found at any time to have an outstanding warrant or a pending court case, or, (3) if related to his/her work at the City, has current habitual problems with traffic related issues such as no driver's license, no vehicle tags, and/or no insurance. The Contractor must disclose the criminal convictions records of all persons proposed to work on property with the designated city official.

During the term of this contract, the Contractor shall comply with these procedures for any new owner, officer, employee and any other worker of the Contractor and their subcontractors upon proper written notification by the Contract Administrator.

The Contract Administrator shall maintain all criminal convictions checks in a secure locked container for the term of the contract. At the end of the contract period the Contract Administrator shall ensure that the files have been returned to Contractor or destroyed in such a manner as to prevent disclosure of any kind.

25. EMPLOYEE VERIFICATION: Contractor shall verify and provide photo identification of each of its employees, and require the same of any subcontractors hired by Contractor. Contractor shall further utilize employees or subcontractors that speak fluent English such that they can understand any directions of the Contractor or City, and be understood in their responses thereto. Contractor, at all times that it is subject to this Contract, or any other contract with the City of Lincolnton shall comply, to the extent applicable, with Article 2 of Chapter 64 of the North Carolina General Statutes, and shall further ensure that any subcontractors performing work for Company shall at all times comply with Article 2 of Chapter 64 of the North Carolina General Statutes. Contractor shall further execute an affidavit on a form provided by the City of Lincolnton averring such compliance as stated herein.

26. IRAN DIVESTMENT ACT: For new procurements and new, renewed, or assigned contracts with the City of Lincolnton on or after February 26, 2016, each bidder or vendor must affirm that it is not listed on the State Treasurer's Final Divestment List found at <https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules> as of the date of signature. The certification shall be due at the time a bid is submitted or the time a contract is entered into, renewed, or assigned (see N.C.G.S. §147-86.55-69).

Individuals or companies on the Final Divestment List are ineligible to contract or subcontract with the City of Lincolnton (see N.C.G.S. § 147-86.60(a)). Any existing contracts with these Iran-linked persons will be allowed to expire in accordance with the contract's terms (see N.C.G.S. § 147-86.60(c)). Contracts valued at less than \$1,000.00 are exempt from this restriction (see N.C.G.S. § 147-86.61(a)). In addition, the City of Lincolnton may contract with, but is not required to, a listed individual or company if it makes a good-faith determination that (1) the commodities or services are necessary to perform its functions and (2)

that, absent such an exemption, it would be unable to obtain those commodities or services. (*see* N.C.G.S. § 147-86.61(c)). Any such exemption shall be entered by the City of Lincolnton into the procurement record. The Act provides that vendors to Local Government Units may not utilize any subcontractor found on the State Treasurer's Final Divestment List. (G.S. 147-86.55-69.) It shall be each vendor's responsibility to monitor its compliance with this restriction.

- 27. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL:** For new procurements and new, renewed, or assigned contracts with the City of Lincolnton on or after October 1, 2017, each bidder or vendor must affirm that it is not listed on the State Treasurer's Final Divestment List or Do-Not-Contract List found at <https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules> (a "restricted company") as of the date of signature. The certification shall be due at the time a bid is submitted or the time a contract is entered into, renewed, or assigned. (G.S. 147-86.80-84).

Individuals or companies on the Final Divestment List are ineligible to contract or subcontract with the City of Lincolnton (*see* N.C.G.S. § 147-86.82(a)). Any contract entered into with a company that is identified as a restricted company at the time of contract is void ab initio (*see* N.C.G.S. § 147-86.82(b)). Upon receipt of information that the Contractor that was not initially identified as a restricted company at the time of the Contract execution has been identified as a restricted company, the City shall review the information and offer the Contractor an opportunity to respond. If the Contractor fails to demonstrate that the Contractor should not have been identified as a restricted company within ninety (90) days after notification by the City, then the City shall take action as may be appropriate and provided for by law, rule or contract (*see* N.C.G.S. § 147-86.82(c)). Contracts for less than one-thousand dollars (\$1,000.00) are exempt from this restriction (*see* N.C.G.S. §147-86.83).

STATE OF NORTH CAROLINA

COUNTY OF LINCOLN

WATER PROVISION AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2023, and made effective on January 1, 2024, by and between the **CITY OF CHERRYVILLE**, a body corporate and politic authorized by the laws of the State of North Carolina, having a mailing address of 116 S. Mountain Street, Cherryville, North Carolina 28021, hereinafter referred to as “Cherryville” and the **CITY OF LINCOLNTON**, a North Carolina municipal corporation, having a mailing address of 114 W. Sycamore St., Lincolnton, North Carolina 28092, hereinafter referred to as “Lincolnton”

RECITALS:

A. Cherryville currently owns a water transmission and distribution system (hereinafter referred to as the “System”), which lies within Gaston County, North Carolina.

B. Lincolnton is engaged in the business of operating, maintaining, and managing a public water utility that lies within the corporate limits of Lincolnton and adjacent areas.

C. Lincolnton has excess water capacity, which it is willing to make available to provide services to additional customers and to provide additional income to Lincolnton.

D. Cherryville desires from time to time to purchase wholesale water for its customers from Lincolnton, and Lincolnton desires to provide such water supply over an extended period of time.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and terms contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Sale of water. Lincolnton agrees to sell Cherryville, pursuant to the terms and conditions of this Agreement, all of the water required by Cherryville, said amount not to exceed 1,200,000 gallons per day at \$1.50 per 1,000 gallons.

2. Term of Agreement. This Agreement shall remain in effect until 11:59 p.m. on January 1, 2034, unless a notice of termination is given in writing by either party at least five (5) years prior to the end of the term. At the end of the first 10-year term, an additional year will be automatically added to the Agreement's term and added in each successive year unless either party gives written notice to the other party of its intent to terminate the agreement.

The following dates apply for the notice of termination.

Notice of Termination Must be Given by:	For a Termination Date of:
January 1, 2029	January 1, 2033
January 1, 2030	January 1, 2034
January 1, 2031	January 1, 2035
January 1, 2032	January 1, 2036
January 1, 2033	January 1, 2037
January 1, 2034	January 1, 2038

As used herein, the term of the Agreement shall be deemed to refer to the initial 10-year term and any renewals thereof.

3. Terms of Water Sale.

a. Point of Delivery. Lincolnton shall furnish Cherryville with water at the "Existing" Pump station and any other points of delivery specifically agreed upon during the term of this Agreement.

b. Water Quality and Pressure. All water provided pursuant to this Agreement shall meet the following criteria:

- i. The water shall at all times meet criteria promulgated by the United States Environmental Protection Agency and the North Carolina Department of Environment and Natural Resources for potable water for human consumption; Lincolnton will maintain a process that is not detrimental to the ability of Cherryville to purchase, distribute and resell water; and
- ii. The water pressure shall at no time be less than 35 psi. At the Existing pump station, water may be withdrawn at a rate not to exceed 1,000 gallons per minute. At other future connection points, the rate at which water may be withdrawn will be such to allow Lincolnton to maintain 35 psi.

Lincolnton shall provide Cherryville its annual Consumer Confidence Report within thirty (30) days of completion to Cherryville in order to provide further assurances of Lincolnton's water quality.

c. Cherryville shall initially pay the City at the rate of \$1.50 for every 1,000 gallons purchased. Cherryville shall in the future pay the same percentage increase for volumetric charges that Lincolnton charges its inside-city, standard residential customers in non-drought conditions (the "Standard Rate"), provided, however, that Lincolnton may not reduce its administrative or other account fees and increase the Standard Rate to make up for said reduced fees. In the event Lincolnton reduces its administrative or account fees and increases its Standard Rate, Cherryville shall not pay any such increase.

Cherryville shall not pay for any percentage increase in volumetric charges not constituting a higher usage tier of the Standard Rate. In the event that Lincolnton reduces the volumetric amount subject to the Standard Rate, Cherryville's volumetric amount shall be reduced by the same percentage.

d. Payment. Lincolnton shall furnish Cherryville on its normal billing cycle with an itemized statement of the amount of water furnished to Cherryville during the preceding unbilled period. As long as payment is received within 30 days of the billing date, no late fees will be charged.

4. Force Majeure. In the event of a drought, Act of God, or other force majeure in which Lincolnton is unable to provide water to its customers and to Cherryville in full quantities, then Lincolnton shall continue to provide water to Cherryville reduced pro rata in a percentage no more than that amount of reduction of water to Lincolnton's customers.

5. Maintenance and Stoppages. The parties each agree to give the other as much advance notice as possible, but in any event, no fewer than three (3) days notice of any maintenance, repair, or other action that would affect Lincolnton's ability to accept water pursuant to the terms of this Agreement. Notwithstanding the foregoing, in the event of an emergency interrupting the supply of water to Cherryville, Lincolnton shall provide the cause of the supply interruption, its expected impact, and when the supply should be restored, and shall further, to the extent necessary, provide at least daily notice to Cherryville as to the progress being made to restore the water supply.

6. In the event Cherryville has not, by any fiscal year-end, purchased at least \$1,800 worth of water from Lincolnton, the remaining balance will be paid to Lincolnton within 45 days.

7. Warranties and Representations. As an inducement for each party to enter into this Agreement, the parties warrant and represent as follows:

a. Cherryville and Lincolnton each have among their powers the authority to contract with one another to perform such undertakings as are described in this Agreement.

b. Entry into this Agreement by either party will not violate any law, judgment, order, ruling or

regulation applicable and does not constitute a breach of or default under any agreement or instrument by which either of the entities is bound.

c. Cherryville and Lincolnton each has or hold, and will continue to have or hold through the date of transfer and closing, all appropriate permits necessary to effectuate the irrespective responsibilities under this Agreement or will use their best efforts to obtain such permits.

8. Default. In the event of default, the non-defaulting party shall have the following remedy or remedies:

a. Default by Cherryville. In the event of a failure of Cherryville to perform any of its obligations contained in this Agreement or for a material breach of the warranties made by Cherryville in this Agreement, after having provided Cherryville notice of said failure or breach in writing with a 30-day right to cure said failure or breach, Lincolnton shall have any one or more of the following remedies:

- i. The right to terminate this Agreement;
- ii. The right to file an action for specific performance thereof; and
- iii. The right to, at its own cost and expense, cure Cherryville's default and deduct all reasonable expenses thereof from the amount due Cherryville pursuant to this Agreement.

b. Default by Lincolnton. In the event of a failure of Lincolnton to perform any of its obligations contained in this Agreement, or for a material breach of the warranties made by Lincolnton in this Agreement, after having provided Lincolnton notice of said failure or breach in writing with a 30-day right to cure said failure or breach, Cherryville shall have any one or more of the following remedies:

- i. The right to terminate this Agreement;
- ii. The right to file an action for specific performance thereof; and
- iii. The right to, at its own cost and expense, cure Lincolnton's default and deduct all reasonable expenses thereof from the amount due Lincolnton pursuant to this Agreement.

c. Upon a termination as provided herein, each party's obligations to the other shall cease.

9. Miscellaneous Provisions.

a. To the extent allowed by law, Lincolnton shall indemnify, defend, and hold harmless Cherryville, its elected and appointed officers, and its duly authorized agents, servants, and employees from any and all costs, expenses, or liabilities (including costs, expenses or liabilities to third parties and attorney's fees) which are caused by or arise from Lincolnton's breach of this Agreement or negligent or willful acts or omissions of Lincolnton or its agents, servants, employees or subcontractors provided such cost, expenses or liabilities do not arise as a result of the negligent or willful acts or omissions of Cherryville.

b. To the extent allowed by law, Cherryville shall indemnify, defend, and hold harmless Lincolnton, its elected and appointed officers, and its duly authorized agents, servants, and employees from any and all costs, expenses, or liabilities (including costs, expenses or liabilities to third parties and attorney's fees) which are caused by or arise from Cherryville's breach of this Agreement or the negligent or willful acts or omissions of Cherryville or its agents, servants employees or subcontractors provided such cost, expenses or liabilities do not arise as a result of the negligent or willful acts or omissions of Lincolnton.

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

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

Cherryville: Cherryville City Manager
116 S. Mountain Street
Cherryville, North Carolina 28021

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

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

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

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

h. In the event that either of the parties receives notice of or undertakes the defense or the prosecution of any actions, claims, suits, administrative or arbitration proceedings, or

investigations in connection with the Agreement, the party receiving such notice or undertaking such prosecution shall give the other party timely notice of such proceedings and will inform the other party in advance of all hearings regarding such proceedings.

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

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

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

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

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

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

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

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

i. The Lincolnton City Manager and The Cherryville City Manager shall meet in an attempt to mediate the dispute informally, and

ii. If said Managers are unable to mediate said dispute successfully, the Lincolnton Mayor and Lincolnton City Manager shall attempt to mediate the dispute with the Cherryville Mayor and the Cherryville City Manager.

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

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

SIGNATURES APPEAR ON THE FOLLOWING PAGE

CITY OF LINCOLNTON

A North Carolina Municipal Corporation

ATTEST: (SEAL) By: _____ Ed Hatley, Mayor

Daphne Ingram, City Clerk

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

Pamela McBryde, Finance Director
City of Lincolnton

Approved as to form on behalf of the City of Lincolnton

John Friguglietti, Jr., Attorney for the City of Lincolnton

CITY OF CHERRYVILLE,
A North Carolina Municipal Corporation

By: _____

H.L. Beam, Mayor

ATTEST:

(SEAL)

Paige Green, City Clerk

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

Dixie Wall, Finance Director

Approved as to form on behalf of the Lincoln County

Yansea Taylor, Attorney for the City of Cherryville

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