



**LINCOLNTON
AGENDA
March 7, 2024
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

- February 1, 2024 - Regular Meeting Minutes
- Lincoln County Tax Dept. - Request for Releases Period Covered from January 16, 2024 - February 15, 2024
- Proclamation - "Woman Up 2024" - held in conjunction with "International Women's Day" March 8, 2024

2. SPECIAL PRESENTATION

**2a Presentation of Advance Certificate to Steven Roper
Brian Greene, Police Chief**

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 O-01-24 Consideration of amendment to the City of Lincolnton's Code of Ordinances to create/establish a Social District in Downtown Area. Public input will be received prior to official action being taken by the governing body

**Ritchie Haynes, City Manager
Brian Greene, Major
Tommy Huskey DDA**

- 4b CZ-13-2023 Application from Jonathan Hoyle requesting a conditional district rezoning of 3.05 acres of land from GMC to TID district to construct a housing development. The subject property is located on the east side of South Edwards Street, approximately 450 feet south of the intersection of South Edwards Street and East Main Street (Parcel ID 00621)**

Jean Derby, Planning Director

- 4c CZ-2-2024 Application from Morris Long requesting a conditional district zoning map amendment from Central Business Transitional (CBT) to Transitional Infill Development (TID) for the purpose of building four duplex units on 0.733 acres of land. The subject property is located at the northwest corner of North Flint Street and East Main Street (Parcel ID 00670).**

Jean Derby, Planning Director

5. PUBLIC HEARINGS

- 5a CZ-3-2024 Application from Olga R. Epple requesting a conditional district rezoning of approximately 71.20 acres of land from R-8, R-15 and RMF to Planned Residential District (PRD) to develop a residential community consisting of 80 single-family detached dwellings and 107 attached townhomes. The subject property is located along Wilma Sigmon Rd, adjacent to Lincoln Meadows Subdivision. (Parcel ID 01047, 17645, and a portion of 01049).**

Jean Derby, Planning Director

6. REGULAR AGENDA

- 6a Application from BBC Clark Creek LLC for Completion of Improvements for Clarks Creek Landing (Parcel ED 15415)**

Jean Derby, Planning Director

- 6b C-05-24 Consideration of Contract/Agreement for Engineering Services for proposed City Park Improvements**

Nathan Eurey, Public Services Director

- 6c C-06-24 Consideration of Display proposal and Contract from Pyro Shows East Coast for the July 4th 2024 Fireworks Show**

Ritchie Haynes, City Manager

7. OTHER BUSINESS

- 7a City Manager's Update/Activity Report**

Ritchie Haynes, City Manager

NEWS MEDIA

ADJOURNMENT

REGULAR MEETING – FEBRUARY 1, 2024

The Lincoln City Council met in Regular Session on Thursday, February 1, 2024 at 7:00 p.m. in the Council Chambers of City Hall located at 114 West Sycamore Street, Lincoln, NC.

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

DEMENY POINSETTE TIPTON JETTON

Prior to taking action on approving the agenda's, City Clerk Daphne Ingram informed members of two additions to the agenda. A Resolution Ordering the Lincoln County Tax Administrator to advertise Tax Liens for 2023, needed to be added to the Consent Agenda and Item #4d, Interlocal Agreement between Lincoln County and the City of Lincoln for School Resource Officers, was added to the Regular Agenda.

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

Councilmember Roby Jetton made a motion to approve the *CONSENT AGENDA* as amended. The following items were included:

- Approved the Minutes from the January 4, 2024 Regular Meeting
- Lincoln County Tax Department – Requests for Refunds and Releases period ending 01-15-2024
- R-04-24 - Resolution to Authorize and direct City Attorney to petition for court order directing compliance with order from Code Enforcement Officer regarding Nuisance Ordinance for 602 Lithia Inn Road, Lincoln, NC 28092
- R-05-24 - Resolution Ordering the Lincoln County Tax Administrator to Advertise Tax Liens for 2023
- Interlocal Agreement Between Lincoln County and the City of Lincoln for School Resource Officers

Members voted 4-0 in favor of the motion.

PUBLIC COMMENT

Mayor Ed Hatley invited those wishing to speak during the public comment portion of the meeting to do so. Each individual was allowed three minutes. Mr. Brian Kenyon expressed his desire to see the creation of a social district in downtown Lincoln. Mr. Alan Hoyle brought awareness to the seriousness

REGULAR MEETING – FEBRUARY 1, 2024

of the Trinity Farms issue, asking council members for their support. Mr. Trent Mason spoke to a variety of topics. He commented on the success of the recent Young Adults committee meeting and the positive trend for the downtown area.

PUBLIC HEARINGS

ZTA-1-2024

Application from David Black requesting a text amendment to Section 153.117 (GMC District) of the Lincolnton Unified Development Ordinance to allow for resort/vacation lot rentals for campers and RV's and accessory structures for a community pool, clubhouse, etc.

Mayor Ed Hatley opened the Public Hearing. Planning Director Jean Derby reviewed this application, providing detailed information to members about the request. Ms. Derby explained what would be required if the request were to be approved. She also outlined what the change would and would not allow, as well as the process that would need to be followed as a permitted use in a conditional district. Ms. Derby referenced the draft of the proposed changes, along with definitions, that was provided in the agenda packet. She informed members of the Planning Boards 4 to 2 vote in favor or recommending approval. She concluded announcing staff's recommendation to approve the text amendment, approve the statement of consistency for approval of the amendment request and allowing a one-time extension of the 90 day stay requirement per camper.

Ms. Derby answered several questions from council members as some discussion was generated. She clarified information presented regarding the purpose of this type use and the benefits it provides.

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

Councilmember Demeny made a motion to approve the recommendation of the Planning Board. Members voted 1-3 opposing the motion with Councilmember Demeny voting for and Councilmember Poinsette, Councilmember Tipton and Councilmember Jetton voting against.

In light of the failed motion to approve, Councilmember Jetton made a motion to deny the request. Members voted 4-0 in favor of the motion. (Pursuant to

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G.S. 160A-75, Councilman is recorded as having voted in the affirmative because he did not vote on the motion).

Councilmember Tipton made a motion to approve the Statement of Consistency for Denial. Members voted 4-0 in favor of the motion. (Pursuant to G.S. 160A-75, Councilman is recorded as having voted in the affirmative because he did not vote on the motion).

REGULAR AGENDA:

Consideration/Approval of Proposal for Engineering Services for the new Public Service Center

Mayor Ed Hatley recognized Business Services Director David Ramsey to speak to the item. Mr. Ramsey reminded Councilmembers of action taken several months ago to select Becker Morgan Group as the architectural engineering firm for the new public service center. Mr. Ramsey spoke to the many meetings he and other city staff have had with the group to put together a proposal for consideration and approval. Mr. Doug Burns and Mr. Chris Coleman, representatives of Becker Morgan Group, were in attendance and presented detailed information regarding the project and what they felt should happen moving forward. *(Presentations are attached to and made a part of these minutes)*

Councilmember Poinsette made a motion to approve contract with Becker Mogan Group. Members voted 4-0 in favor of the motion.

Consideration/Discussion Regarding the Creation of a Social District in the Downtown Area

City Manager Ritchie Haynes began by recognizing Mr. John Brinsfield, co-owner of Brick Tree Brewing Co., who was in attendance to give a presentation on the topic. Mr. Haynes informed that, as directed, he has resumed meeting with the social district committee and researched the topic thoroughly. He reminded that this was just a presentation bur that a Public Hearing will be held at the March 7th meeting, after which Council can decide if they would like to take action.

Prior to the presentation, Mayor Hatley noted all those in attendance concerning the social district..

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Mr. John Brinsfield presented a proposal for establishing a social district in the City of Lincolnton. The presentation contained a number of the committee's findings and showcased what a social district is, what its rules are and its benefits. He spoke to the sounding towns that have a social district and the lack of known or reported issues as a result of having a social district. He reported that Mr. Tommy Huskey, Chair of the Lincolnton ABC Board, is in the process of preparing any required paperwork to be submitted to the North Carolina ABC Commission upon council's approval to move forward. Mr. Brinsfield also shared the proposed logo for the district and the type of cups and necessary signage and window clings. He reported that when asked about a year ago, only one of the downtown merchants was opposed to beverages being brought into her establishment. Proposed days and times were mentioned, as well as the proposed boundaries of the district.

There was much discussion generated surrounding the topic among councilmember and staff once the floor was opened up for questions. Questions regarding the availability of police to monitor and how not having a social district could negatively affect the city.

Consideration/Approval of Rail Trail Banner Design

Public Services Director Nathan Eurey addressed council to seek approval for a logo design to brand the Rail Trail. Mr. Eurey explained the steps taken to get to this point, which began with a student art contest. He informed that a selection was made and Brand V Design Group created the design being presented which captures the concept of the student art. (*Design attached to and made a part of these minutes*). Mr. Eurey also confirmed that design has been approved by the Rail Trail Committee and the Steering Committee. He also spoke to the various types of signs/banners and the locations that the signs/banners will be installed.

Councilmember Jetton made a motion to approve the Rail Trail Banner Design as presented. Members voted 4-0 in favor of the motion.

C-03-24

Interlocal Agreement Between Lincoln County and the City of Lincolnton for School Resource Officers

REGULAR MEETING – FEBRUARY 1, 2024

City Manager Ritchie began by asking if there were any questions from city council. Mayor Ed Hatley took the opportunity to thank Lincoln County for providing the funding for the city school resource officers. City Manager Ritchie Haynes commented that this will allow children to develop a positive experience with an officer, which will hopefully translate into positive opinions in society.

Councilmember Jill Tipton made a motion to approve the inter-agency agreement between the county and the city concerning school resources officer. Members voted 4-0 in favor of the motion.

OTHER BUSINESS

Executive Summary Report

Finance Director Pamela McBryde presented an executive summary report as follows:



Executive Summary

December 2023 Year-to-Date (Unaudited)

Department	2023-2024 Budget	2023-2024 YTD Activity	Budget Remaining	Variance %	2022-2023 Budget	2022-2023 YTD Activity	Variance Favorable / (Unfavorable)
Fund: 10 - General Fund							
Revenue	\$15,146,598.44	\$9,177,789.80	\$5,968,808.64	61%	\$16,109,058.62	\$8,021,101.08	\$1,156,688.72
Total Revenue:	\$15,146,598.44	\$9,177,789.80	\$5,968,808.64	61%	\$16,109,058.62	\$8,021,101.08	\$1,156,688.72
Expense							
4110-City Manager/Clerk	\$244,176.59	\$50,850.61	\$193,325.98		\$172,430.00	\$17,866.98	(\$32,983.63)
4120-Human Resources	\$324,671.41	\$124,124.35	\$200,547.06		\$322,000.00	\$122,851.16	(\$1,273.19)
4130-Finance	\$122,555.98	(\$267,283.22)	\$389,839.20		\$28,430.00	(\$237,460.09)	\$29,823.13
4280-General Expense	\$2,331,988.41	\$1,134,843.52	\$1,197,144.89		\$4,064,934.40	\$1,035,577.41	(\$99,266.11)
4285-General Debt Service	\$202,950.00	\$31,224.45	\$171,725.55		\$212,065.50	\$16,966.96	(\$14,257.49)
4310-Police	\$4,537,716.00	\$1,936,922.70	\$2,600,793.30		\$3,872,289.53	\$1,959,376.39	\$22,453.69
4340-Fire	\$2,688,815.00	\$1,442,988.70	\$1,245,816.30		\$2,748,563.86	\$1,368,078.71	(\$74,919.99)
4510-Public Works Administration	\$35,155.02	(\$92,506.66)	\$127,661.68		\$44,590.00	(\$71,995.39)	\$20,511.27
4520-Street and Maintenance	\$1,328,021.00	\$306,040.69	\$1,021,980.31		\$893,750.00	\$257,410.83	(\$48,629.86)
4530-Equipment Services	\$279,879.23	\$120,046.41	\$159,832.82		\$284,039.38	\$76,056.77	(\$43,989.64)
4710-Solid Waste	\$640,972.77	\$296,073.08	\$344,899.69		\$909,436.88	\$619,203.80	\$323,130.72
4740-IT Services	\$212,755.00	\$196,400.61	\$16,354.39		\$890,869.86	\$373,841.51	\$177,440.90
4910-Planning and Zoning	\$459,568.00	\$151,443.35	\$308,124.65		\$331,405.00	\$106,423.09	(\$45,020.26)
4930-Business & Community Dev.	\$222,031.80	\$82,583.51	\$139,448.29		\$207,632.15	\$88,957.84	\$6,374.33
6100-Recreation	\$1,515,342.23	\$654,950.92	\$860,391.31		\$1,126,621.96	\$509,567.43	(\$145,383.49)
Total Expense:	\$15,146,598.44	\$6,168,713.02	\$8,977,885.42	41%	\$16,109,058.62	\$6,242,723.40	\$74,010.38
Fund 10 Surplus (Deficit):		\$3,009,076.78				\$1,778,377.68	\$1,230,699.10
Fund: 20 - Boger City Fire District							
Revenue	\$1,493,258.15	\$621,986.61	\$871,271.54	42%	\$1,455,912.79	\$435,236.46	\$186,748.15
Total Revenue:	\$1,493,258.15	\$621,986.61	\$871,271.54	42%	\$1,455,912.79	\$435,236.46	\$186,748.15
Expense							
4340-Fire	\$1,493,258.15	\$639,947.13	\$853,311.02		\$1,455,912.79	\$526,794.04	(\$113,153.09)
Total Expense:	\$1,493,258.15	\$639,947.13	\$853,311.02	43%	\$1,455,912.79	\$526,794.04	(\$113,153.09)
Fund 20 Surplus (Deficit):		(\$17,960.52)				(\$91,555.58)	\$73,595.06

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Executive Summary December 2023 Year-to-Date (Unaudited)

	2023-2024 Budget	2023-2024 YTD Activity	Budget Remaining	Variance %	2022-2023 Budget	2022-2023 YTD Activity	Variance Favorable / (Unfavorable)
Fund: 61 - Water and Sewer Fund							
Revenue	\$8,514,473.54	\$4,690,938.96	\$3,823,534.58	55%	\$9,797,384.96	\$4,438,298.79	\$252,640.17
Total Revenue:	\$8,514,473.54	\$4,690,938.96	\$3,823,534.58	55%	\$9,797,384.96	\$4,438,298.79	\$252,640.17
Expense							
7100-Water Treatment	\$2,190,000.00	\$774,168.83	\$1,415,831.17		\$2,124,669.18	\$807,772.52	\$33,603.69
7110-Distribution & Collection	\$2,412,514.68	\$1,051,011.65	\$1,361,503.03		\$3,206,713.43	\$996,779.63	(\$54,232.02)
7120-Wastewater Treatment	\$2,057,606.24	\$788,786.13	\$1,268,820.11		\$1,946,921.20	\$682,904.88	(\$105,881.25)
7130-Water/Sewer Intangibles	\$1,854,352.62	\$2,127,465.63	(\$273,113.01)		\$2,519,081.15	\$2,050,139.51	(\$77,326.12)
Total Expense:	\$8,514,473.54	\$4,741,432.24	\$3,773,041.30	56%	\$9,797,384.96	\$4,537,596.54	(\$203,835.70)
Fund 61 Surplus (Deficit):		(\$50,493.28)				(\$99,297.75)	\$48,804.47
Fund: 63 - Electric Fund							
Revenue	\$7,976,876.12	\$3,975,274.94	\$4,001,601.18	50%	\$8,444,139.19	\$3,819,266.45	\$156,008.49
Total Revenue:	\$7,976,876.12	\$3,975,274.94	\$4,001,601.18	50%	\$8,444,139.19	\$3,819,266.45	\$156,008.49
Expense							
7200-Electric	\$7,976,876.12	\$3,780,768.85	\$4,196,107.27		\$8,444,139.19	\$3,939,746.74	\$158,977.89
Total Expense:	\$7,976,876.12	\$3,780,768.85	\$4,196,107.27	47%	\$8,444,139.19	\$3,939,746.74	\$158,977.89
Fund 63 Surplus (Deficit):		\$194,506.09				(\$120,480.29)	\$314,986.38
Total Surplus (Deficit):		\$3,135,129.07				\$1,467,044.06	\$1,668,085.01



Overtime Report December 2023 compared to December 2022 Year-to Date

Fund:	Description:	FY2324		FY2223		Variance Favorable / (Unfavorable)	
		OT Hours:	Pay Amount:	OT Hours:	Pay Amount:	OT Hours:	Pay Amount:
Fund 10 - General	4110-City Manager/Clerk	42.87	\$2,344.04	20.81	\$933.43	(22.06)	(\$1,410.61)
	4120-Human Resources	16.84	\$817.56	0.00	\$0.00	(16.84)	(\$817.56)
	4130-Finance	7.12	\$225.96	5.36	\$154.68	(1.76)	(\$71.28)
	4310-Police	1,964.24	\$68,769.54	1,391.30	\$45,310.45	(572.94)	(\$23,459.09)
	4340-Fire	5,741.50	\$137,844.51	6,001.20	\$133,814.63	259.70	(\$4,029.88)
	4510-Public Works Administration	0.41	\$11.26	5.67	\$172.06	5.26	\$160.80
	4520-Street and Maintenance	596.29	\$17,109.41	340.98	\$8,667.90	(255.31)	(\$8,441.51)
	4530-Equipment Services	14.85	\$498.45	29.71	\$1,093.02	14.86	\$594.57
	4710-Solid Waste	188.05	\$5,197.64	280.55	\$7,345.95	92.50	\$2,148.31
	4910-Planning and Zoning	2.73	\$94.24	0.00	\$0.00	(2.73)	(\$94.24)
	4930-Business & Community Dev.	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
	6100-Recreation	287.30	\$9,488.70	438.12	\$13,178.15	150.82	\$3,689.45
10 - General Fund Total:		8,862.20	\$242,201.31	8,513.70	\$210,670.27	(348.50)	(\$31,531.04)
Fund 20 - Boger City Fire District	4340-Fire	2,720.25	\$65,098.46	2,920.71	\$61,650.37	200.46	(\$3,448.09)
	20 - Boger City Fire District Total:	2,720.25	\$65,098.46	2,920.71	\$61,650.37	200.46	(\$3,448.09)
Fund 61 - Water and Sewer	7100-Water Treatment	1,032.58	\$29,066.12	914.50	\$24,210.30	(118.08)	(\$4,855.82)
	7110-Distribution & Collection	867.43	\$30,595.11	778.18	\$25,028.42	(89.25)	(\$5,566.69)
	7120-Wastewater Treatment	1,327.42	\$42,004.70	1,030.02	\$29,363.58	(297.40)	(\$12,641.12)
	61 - Water and Sewer Fund Total:	3,227.43	\$101,665.93	2,722.70	\$78,602.30	(504.73)	(\$23,063.63)
Fund 63 - Electric	7200-Electric	557.33	\$22,204.72	402.52	\$14,231.70	(154.81)	(\$7,973.02)
	63 - Electric Fund Total:	557.33	\$22,204.72	402.52	\$14,231.70	(154.81)	(\$7,973.02)
Total Overtime:		15,367.21	431,170.42	14,559.63	365,154.64	(807.58)	(66,015.78)
Special Events Hours and Costs:							
		FY2324		FY2223			
4310-Police		509.06	\$13,128.40	454.92	\$11,243.31	(54.14)	(\$1,885.09)
4520-Street and Maintenance		45.48	\$956.10	25.05	\$434.14	(20.43)	(\$521.96)
4710-Solid Waste		7.03	\$100.15	24.72	\$463.31	17.69	\$363.16
Total Event:		561.57	14,184.65	504.69	12,140.76	(56.88)	(2,043.89)

*** Special Event hours are not included in OT hours reported above.

REGULAR MEETING – FEBRUARY 1, 2024

Ms. McBryde spoke to how well the city did in the first half of fiscal year 2023-2024. She directed members to the summary provided and offered to answer any questions. She did mention a couple of positives. She spoke to the increase in sales tax, as well as the increase in interest received.

Manager's Report/ Update

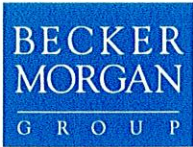
City Manager Ritchie Haynes distributed a manager's activity report to the members of council. He began by mentioning several dates to remember. He also provided some monthly highlights and a positive "thank you" email received from a resident thanking Public Works employees. He gave a brief update on meeting with the Essential Housing group and their progress with addressing the concerns that were voiced. Mr. Haynes provided a copy of the monthly homeless report from Chief Green. He also reminded members of the upcoming Budget Retreat on March 15th stating that agenda items they wish to discuss should be submitted by March 1, 2024. He spoke to the ADA sidewalk survey being conducted, street paving that will be taking place this fiscal year.

NEWS MEDIA:

In response to a question from Mr. Mike Powell with Lincoln Times News, a Public Hearing regarding the creation of a Social District will be held at the March 7, 2024 City Council Meeting was confirmed.

ADJOURNMENT:

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



ARCHITECTURE
ENGINEERING

PLANNING OUR
CLIENTS' SUCCESS

1/18/2024

David Ramsey
Business Services Director - City of Lincolnton
114 W Sycamore Street
Lincolnton NC 28092

Re: **Professional Services**
New City of Lincolnton Public Services Center
Lincolnton NC

Dear David:

Becker Morgan Group, Inc. is pleased you have requested a professional services proposal for the operations building project in Lincolnton NC. It has been a pleasure collaborating with you & your team thus far on this project. We appreciate your confidence in our firm.

Enclosed please find one original agreement documenting our initial services and estimated compensation. If acceptable, please sign and return the original agreement to our office. We will then proceed with our services.

Thank you for the opportunity to be of service. Please do not hesitate to call with any questions or concerns.

Sincerely,

BECKER MORGAN GROUP, INC.

Douglas C. Burns, AIA
Principal | CLT Office Director

/xxx

Enclosure: Proposal (1/18/2024)

Commercial-ppl.docx

BECKER MORGAN GROUP, INC.

615 SOUTH COLLEGE STREET, SUITE 8-158
CHARLOTTE, NORTH CAROLINA 28202
980.270.9100

3333 JAECKLE DRIVE, SUITE 120
WILMINGTON, NORTH CAROLINA 28403
910.341.7600

PORT EXCHANGE
312 WEST MAIN STREET, SUITE 300
SALISBURY, MARYLAND 21801
410.546.9100

309 SOUTH GOVERNORS AVENUE
DOVER, DELAWARE 19904
302.734.7950

THE TOWER AT STAR CAMPUS
100 DISCOVERY BOULEVARD, SUITE 102
NEWARK, DELAWARE 19713
302.369.3700

www.beckermorgan.com

1/18/2024

Proposal / Agreement

Professional Services

New City of Lincolnton Public Services Center

Lincolnton, North Carolina

Project Scope

It is our understanding that the overall project is based on renovation of the existing 35,000 sf +/- facility & overall site located at 500 Sigmond Road. Also within the scope is the design potential for a new 6,000 – 7,000 sf office building to be located on the existing site in front of the existing facility.

The existing facility along with the new proposed building will include but not limited to the following departments: public works, water resources, electrical services & solid waste departments. The intent is to provide each department with their own working & break areas, with shared spaces for group toilets and overall storage & staging within the main part of the existing warehouse. In either building location, our team is to plan & design a training space to accommodate 100 to 120 people. Finally, our team will work with the departments mentioned above to plan & design for misc. storage buildings and equipment storage locations on your site.

Overall site design includes numerous pole buildings for vehicle & material storage, wash pits, & miscellaneous support building needs.

Services Scope

For this project, we are recommending a two phased project approach: **Part A & Part B** as outlined below.

Part A: Advanced Planning

The scope of Part A utilizes the exercise of advanced planning to determine overall order of magnitude, design needs & wants, and project scope. The BMG team will assist the City of Lincolnton staff/team with the following but not limited objectives:

- a. **Benchmarking:** Site visits to “new” facilities regionally as well as coastal or other locations – up to 4 site visits
 - i. Determine “Lessons Learned.”
 - ii. Understand Pros and Cons, Issues and Opportunities.
 - iii. Costs.
 - iv. Schedule.
- b. **Pre- Space Needs Programing:** Departmental Visits, tours, meetings.
 - i. The result is the development of a clear understanding of the Departmental Operations, Needs, and “Preliminary Space Needs program.”
- c. **Planning/Programing workshops utilizing the participatory process:**

- i. 3-4 meetings with the department leaders and city stakeholders to define & confirm space needs. Also discuss any current department issues, concerns, opportunities related to the new facility.
 - ii. Gaming workshops - stakeholders plan and design the facilities (existing warehouse & new office building) & overall existing site to identify where confirmed programmed space shall go based on needs & operational flow.
 - iii. BMG team to take gaming workshop ideas & formulate concise concept plans for stakeholder review.
 - iv. Civil site impact studies
- d. **Deliverables:**
 - i. Overall site & building master plan – short term & long-term goals. Identify work to be included in Part B scope of work.
 - ii. Final comprehensive space program
 - iii. Concept alternatives (Site and Buildings)
 - iv. Schematic concept floor plan layouts
 - v. Design narratives from engineering consultants
 - vi. Interior and exterior concept rendering images.
 - vii. Cost estimates: overall master plan and/or phased work to determine work scope for Part B
 - viii. Presentations (if applicable): to City/Department stakeholders, City Council & local public presentations if needed.
- e. **Determine final construction delivery methods: Summary**
 - i. **Design-Bid-Build vs CM at Risk** as two methods of Construction Delivery.
 - 1. Pros and Cons-Benefits
 - 2. Cost Differences

For the scope outlined above the following disciplines are included as part of Part A:
Advanced Planning

Architecture
Engineering (Civil, Structural, Mechanical, Electrical & Plumbing)
Cost Estimating

Compensation for Part A: Advanced planning shall be: \$150,000

Part B: Full Design Services

Pending final confirmation from Part A – for both scope and anticipated construction budget, the BMG team will submit a separate contract for full design services rendered in phases - Design (Schematic and Design Development), Construction Documents, Bidding, and Construction Phase services. Overall fee range indicated below will reflect credit for Part A advanced planning services.

The scope of design services varies with commercial/municipal type projects. Comprehensive architectural services for this type of project will normally range between 8%-12% of the total project cost, and include the following design disciplines & based on the following tasks:

Architecture

Engineering (Civil, Structural, Mechanical, Electrical)

Landscape Architecture (as part of civil design)

Interior Design (Finishes only)

Task 001 – Schematic Design / Design Development	\$ tbd
Task 002 – Construction Documents	\$ tbd
Task 003 – Bidding	\$ tbd
Task 004 – Construction Administration	\$ tbd

Estimated Total \$ tbd

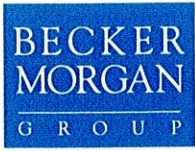
***Estimated total for Part B Full design services shall be based on confirmed anticipated scope & construction budget from Part A: advanced planning, fee range as indicated above.**

Exclusions *(the following services and expenses are excluded from this agreement)*

*If authorized, Becker Morgan Group has experienced staff to provide these services.

Services

- Design*: Landscape: provided by civil to meet local ordinance only.; Interior Design and Furnishings: Furniture, Fixtures, and Equipment (FF&E)
- Engineering: Geotechnical (soil borings and recommendations); Fire Protection; Life Safety; Technology and Telecommunications
- Surveying: subdivision plats; recordation; ALTA/ACSM surveys; construction stake-out; recordation drawings; as-built surveys
- Studies: traffic; community impact statements; feasibility*
- Regulatory matters: variances; special exceptions; amendments; hearings; review meetings
- Environmental: Phase 1 and Phase 2 studies; tree conservation compliance; wetlands delineation and permitting; CAMA compliance
- Off-site improvements: design of any off-site improvements or utility extensions to the site
- Consultants: Acoustical; Cost Estimation; Food Service; Building Envelope; Roofing; Scheduling
- Graphics*: presentation/marketing materials (2D / 3D); models; project signage; computer animation.
- Coordination*: Owner/Tenant provided materials or services.



ARCHITECTURE
ENGINEERING

Expenses

- Fees: filing; review; permits; agency approvals; bonds
- Reproduction: printing of drawings and specifications
- Travel: mileage, tolls, parking

Agreement Terms

Reimbursable items such as printing, mileage, shipping, etc. are not included in our fee, and will be billed separately. The attached *Terms and Conditions of Agreement* documents contract terms and is hereby incorporated into this agreement. An initial payment of \$___ will be necessary to bind this agreement. If this proposal is acceptable, please sign and return the original to our office.

Thank you for the opportunity to be of service.

BECKER MORGAN GROUP, INC.

Ernest W. Olds, AIA
Principal | Vice President

Chris M. Coleman
Associate | Project Manager

XXX/xxx

City of Lincolnton
David Ramsey - Business Services Director

Accepted: _____

Title: _____

Date: _____

Attachment: *Terms and Conditions of Agreement* (01.01.xx) NC

MARCIA H. CLONINGER
RAIL TRAIL WAYFINDING
LINCOLNTON | NC



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DESIGN CENTER at The Railway | Charlotte
125 W. Morehead St. | Suite 100 | Charlotte, NC 28208

THE FACTORY in Lincoln
315 S. Government St. | Lincoln, NC 28022

ALL RELEASES OVER \$100

PERIOD COVERED
January 16, 2024 through February 15, 2024

NAME	YEAR	DISTRICT	A/C NUMBER	AMOUNT	REASON
Horn, Emerald	2021	22	0282209	\$139.17	billed in Catawba County
Skidmore, Angela	2023	22	0296445	\$233.02	billed in Gaston County
Southland Plastic Surgery	2023	22	0088828	\$193.55	closed in 2018
Total				\$565.74	

SUBMITTED BY:  DATE: 2/21/24
SUSAN SAIN TAX ADMINISTRATOR

APPROVED BY:

DATE: _____
RICHARD HAYNES CITY MANAGER

LINCOLN COUNTY
TAX DEPARTMENT

REQUEST FOR RELEASES

1

PERIOD COVERED

January 16, 2024 through February 15, 2024

ALL RELEASES UNDER \$100

NAME	YEAR	DISTRICT	A/C NUMB	AMOUNT	REASON
Dellinger, Raymond	2024	22	02722141	\$13.28	gap billed in error
JuJubee Jewelry	021-202	22	0256942	\$24.29	closed 2018
Rhyme, Jonathan	2023	22	09227	\$16.09	not in Lincoln County
Total				\$53.66	

SUBMITTED BY:

 DATE: 
SUSAN SAIN TAX ADMINISTRATOR

APPROVED BY:

DATE: _____
RICHARD HAYNES CITY MANAGER

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.

**A PROCLAMATION
“Woman Up 2024” Event**

WHEREAS, during Women’s History Month, we celebrate the countless women who have fought tirelessly and courageously for equality, justice, and opportunity in our Nation; and

WHEREAS, we also reaffirm our commitment to advancing rights and opportunities for women and girls in the United States and around the world; and

WHEREAS, Psalm 68:11 says, “The Lord announces the word, and the women who proclaim it are a mighty throng”; and

WHEREAS, “Woman Up” started from a prayer group in 2017 and is an international ministry for all, but especially for women who have been oppressed due to identity, purpose and potential; and

WHEREAS, the “Woman Up” vision is to restore identity, purpose and potential from a state of oppression; and its mission is to administer good news unto the poor, heal the brokenhearted, bring freedom to captives and recovering of sight to the blind; and

WHEREAS, “Woman Up 2024” will take place in the month of March, which is also known as Women’s History Month here in the United States; and is in conjunction with “International Women’s Day, on March 8, 2024.

NOW, THEREFORE, I, Ed Hatley, Mayor of the City of Lincolnton, by virtue of the authority vested in me by the Lincolnton City Council, call upon all citizens to join the “Woman Up 2024” celebration in observance of International Women’s Day, and to celebrate the contributions women make to our societies and to our great community.

Ed Hatley, Mayor

ATTEST:

Daphne Ingram, City Clerk



LINCOLNTON AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council

Date: March 7, 2024

From: Ritchie Haynes, City Manager
Brian Greene, Major
Tommy Huskey DDA

Subject: Consideration of amendment to the City of Lincolnton's Code of Ordinances to create/establish a Social District in Downtown Area. Public input will be received prior to official action being taken by the governing body

Summary:

A public hearing has been advertised for March 7, 2024, in accordance with State law. In this packet, I have included an Operations and Maintenance Plan, draft City Ordinance and the proposed Social District Map. Also, I have included a spreadsheet showing the surrounding Social Districts and their operating days and times. You will also find examples of Social District maps and a report from the Main Street Program for North Carolina.

Background:

Last March, City staff and Council discussed creating a Social District at our Budget Retreat. At the time, the City felt we needed more examples and historical data to better assess the pros and cons. During our yearly review of 2023, the City Council instructed the City Manager to revisit the subject and bring back his findings.

Fiscal Impact:

Recommendation:

We have three presenters for this presentation. Those speaking will be myself, Chief Greene of the Lincolnton Police Department, and Tommy Huskey with the DDA. Please let me know if you have any questions.

Attachments:

1. Social District Operations and Maintenance Plan - draft
2. social district map - proposed draft
3. Social District Ordinance - draft
4. Social District 101 Presentation - 2023 NC Mainstreet Conference

CITY OF LINCOLNTON SOCIAL DISTRICT

OPERATIONS AND MAINTENANCE PLAN

Presented: March 7, 2024

**LINCOLN TON SOCIAL DISTRICT
OPERATIONS AND MAINTENANCE PLAN**

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Exhibit C - Signage and Logo.....8

Operations and Maintenance Plan

Introduction

Pursuant to NCGS 160A - 205.4, local governments may establish “Social Districts” within their jurisdictions. These Social Districts allow state-licensed establishments (“Permittees”) within the Social District (e.g., bars, breweries, restaurants) to sell alcoholic beverages in designated containers to be taken into the Social District common areas for consumption. It also allows Non-permittee businesses within a Social District to participate in the Social District. The City of Lincolnton (the “City”) has established a Social District.

In the plan that follows, the operations and maintenance of the Lincolnton Social Districts are outlined. The plan will be submitted to the North Carolina ABC Commission and placed on the City of Lincolnton website.

Definitions

- (a) “Social District” means and refers to a defined area in which a person 21 years or older may consume alcoholic beverages sold by a Permittee. A Social District may include both indoor and outdoor areas of businesses within or contiguous to the defined area. A Social District may include privately owned property, including Permittees and Non-permittee businesses and multi-tenant establishments, as defined in G.S. 18B-1001.5, and public streets, crosswalks, or parking areas, whether or not the streets or parking areas are closed to vehicle traffic.
- (b) “Permittee” means and refers to a person holding any of the following permits issued by The North Carolina Alcoholic Beverage Control Commission established under the North Carolina General Statute 18B-200:
 - (1) An on-premises malt beverage permit issued pursuant to G.S. 18B- 1001 (1).
 - (2) An on-premises unfortified wine permit issued pursuant to G.S. 18B- 1001(3).
 - (3) An on-premises fortified wine permit issued pursuant to G.S. 18B- 1001(5).
 - (4) A mixed beverages permit issued pursuant to G.S. 18B- 1100(5).
 - (5) A distillery permit issued pursuant to G.S. 18B- 1100(5)
 - (6) A wine shop permit issued pursuant to G.S. 18B-1001(16)
- (c) “Non-permittee business” means and refers to a business that is located in a Social District and does not hold an ABC permit.
- (d) “Person” means and refers to an individual, firm, partnership, association, corporation, limited liability company, other organization or group, or other combination of individuals acting as a unit.
- (e) “Customer” means and refers to a person who purchases an alcoholic beverage from an ABC Permittee that is in a Social District.

- (f) “Premises” means and refers to a fixed permanent establishment, including all areas inside or outside the establishment, where the business has control through a lease, deed, or other legal process.
- (g) “Waiver” means and refers to businesses in the Social District, both Permittee and Non-permittees who do not want to participate in the Social District.

Permits

ABC permit holders in the Social District(s) shall apply for a Social District Permit from the City providing, among other things, consent to abide by rules, regulations, and requirements promulgated by the City, the ABC Commission, and ABC statutory requirements as may be amended, updated, or adopted from time to time. The City shall create and provide participating Permittee businesses a uniform sign that indicates the Permittee business is participating in the Social District. The participating Permittee shall display the uniform sign in the front window at all times during the time when the Social District is active.

Non-permittee Businesses

- (a) The City shall create and provide to participating Non-permittee businesses a uniform sign that indicates the Non-permittee business is participating in the Social District.
 - (a) The participating Non-Permittee business shall display the uniform sign in the front window at all times during the times when the Social District is active. A customer may not bring an alcoholic beverage into a Non-permittee business that does not display the uniform sign.
 - (b) No Non-permittee business shall be required to participate or be included in a Social District or to allow customers to bring alcohol onto its premises. The non-participating Non-permittee businesses shall apply for a waiver from the City and display a City provided uniform sign of non-participation.
- (b) All Non-permittee businesses that are part of a Social District and that allow customers to bring alcoholic beverages onto their premises shall clearly post city-approved uniform signage on any exits that do not open to the Social District indicating that alcoholic beverages may not be taken past that point.
- (c) During the days and hours when the Social District is active, a Non-permittee business that allows customers to bring alcoholic beverages onto its premises shall allow law enforcement officers access to the areas of the premises that are accessible to customers.

Waiver

Businesses in the Social District, both Permittees and Non-permittees, who do not want to participate (allow customers to bring alcohol on their premises or will not serve alcohol for Social District purposes) shall sign a waiver and file it with the City. The “Please No Beverages” sign will be provided by the City to be displayed by the business (see Exhibit C).

Management

The City has a limited role in managing the Social Districts. The Lincolnton Social District permit process and signage will be managed and retained by the Downtown Development Association. The Lincolnton Police Department will have the authority to enforce the rules and regulations of the Social District. The City of Lincolnton Public Services Department will provide sanitation services within the Social Districts. Trash receptacles will be located at the boundaries of the Social Districts to encourage customers to dispose of their used cups properly.

Social District Boundaries

Refer to Exhibit B for a map of the Social Districts boundaries.

Operations

The Social Districts will operate 7 days a week, 11:00 AM - 11:00 PM Monday through Saturday, and 1:00 PM - 11:00 PM on Sunday. The Social District will not be open on the days that there are city-supported signature events (i.e., Alive After Five).

District Designation and Logo

The Social District participating businesses must utilize a logo created by the City. The City will clearly mark the boundaries of the Social District with signs affixed to all entrance/exit points.

Beverage Container and Rules of Use

A Permittee located in the Social District may sell open containers of alcoholic beverages for consumption within the Social District and allow customers to exit its premises to the Social District in accordance with the following requirements:

- (a) Only alcoholic beverages purchased from a Permittee located in the Social District may be possessed and consumed in the Social District.
- (b) Nothing in this plan shall be construed as authorizing the sale and delivery of alcoholic beverage drinks in excess of the limitation set forth in N.C.G.S. 18B-1010.
- (c) A customer shall not possess at any time open containers of alcoholic beverages in the Social District in excess of the number of alcoholic beverages that may be sold and delivered by a retail Permittee as set forth in N.C.G.S. 18B-1010.
- (d) A Permittee will not allow Customers to possess and consume on the Permittee's premises alcoholic beverages purchased from another Permittee in the Social District.
- (e) The Permittee shall only sell open containers of alcoholic beverages for consumption in the Social District and off the Permittee's premises in a container that meets all of the following requirements:
 - (1) The container clearly identifies the Permittee from which the alcoholic beverage was purchased.

- (2) The container clearly displays the City approved Social District logo, which is Unique to the Lincolnton Social District.
- (3) The container is made of a material other than glass.
- (4) The container displays, in no less than 12-point font, the statement, "Drink Responsibly - Be 21".
- (5) The container shall not hold more than 16 fluid ounces.
- (6) Containers will be provided by the Permittee.

Financing

The City will fund the Social District for signage, logo development, education, and enforcement. All other costs, including containers, will be funded by the Permittees.

Security and Enforcement

The Lincolnton Police Department will provide enforcement in the Social Districts. To the greatest extent possible, Permittees will ensure compliance with the requirements of this plan in regard to safety and customer compliance by reporting violations to the City of Lincolnton Police Department.

Sanitation and Maintenance

The City will provide sanitation services within the Social Districts, including trash removal, but not on Permittee and Non-permittee premises. Trash receptacles will be located at the boundaries of the Social District to encourage customers to properly dispose of their used cups, as well as throughout the Social District but not on Permittee and Non-permittee premises.

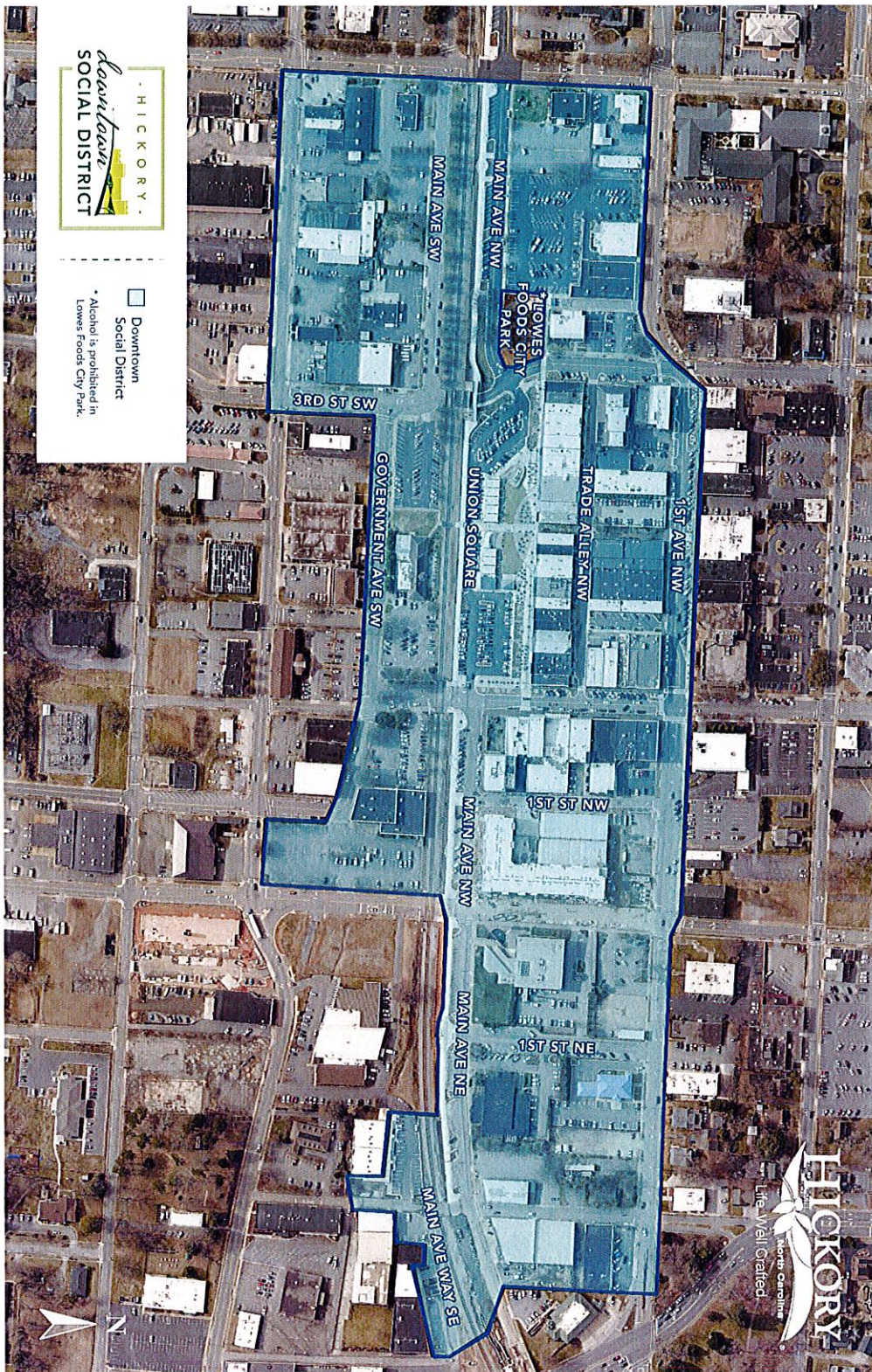
Amendment

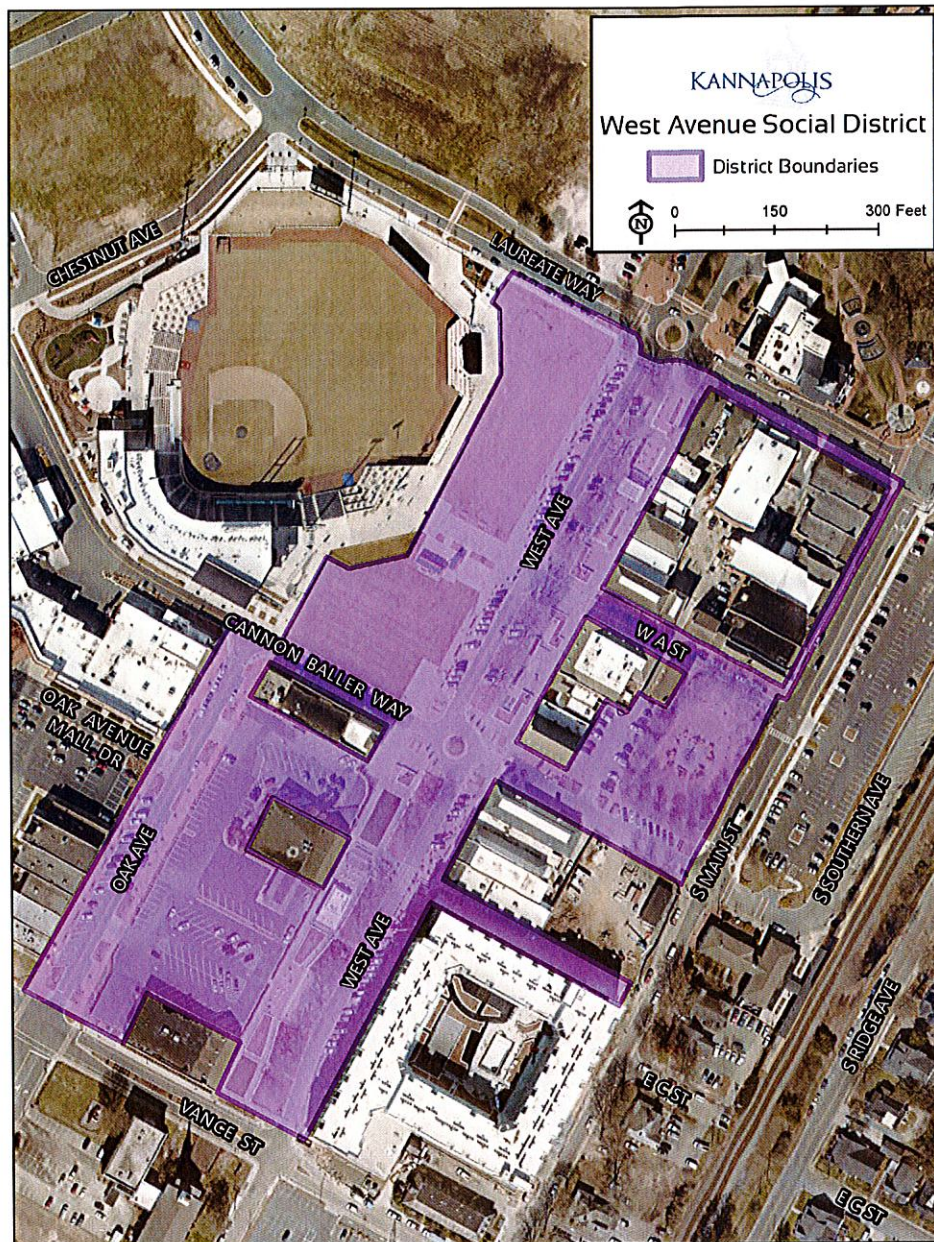
This plan may be amended at any time by the City at its discretion.

The plan and ordinance and all matters, whether sounding in contract or tort, relating to the validity, construction, or interpretation and enforcement of the plan shall be governed by the State of North Carolina with proper venue in a court of competent jurisdiction in Lincoln County.

City	Days of week	Hours
Hickory	Monday - Sunday	10 am - 10 pm
Albemarle	Monday - Sunday	10am - 10pm
Asheboro	Thursday - Saturday	11am - 11pm
Birkdale	Monday - Sunday	11am - 10pm
Cary	Monday - Sunday	11am - 11pm
Charlotte - Plaza Midwood	Monday - Sunday	10am - 10 pm
Cornelius	Monday - Sunday	12pm - 10pm
Davidson	Monday - Sunday	11am - 10pm
Elkin	Monday - Sunday	10am - 10pm
Franklin	Monday - Sunday	12 noon - 9pm
Gastonia	Monday - Sunday	Monday - Saturday 11am - 12pm Sunday 11am - 10pm
High Point	Monday - Sunday	11am - 11pm
Huntersville	Monday - Sunday	11am - 10pm
Kannapolis	Monday - Sunday	Monday - Saturday 11am - 12am Sunday 12pm - 12am
Lenoir	Wednesday - Saturday	12pm - 10pm
Marion	Monday - Sunday	11am - 10pm
Monroe	Monday - Sunday	Monday - Saturday 8am - 12 pm Sunday 10am - 12 pm
 Mooresville	Monday - Sunday	12 noon - 10pm
Newton	Thursday - Saturday	Thursday 5pm - 11pm Friday 5pm -11pm
Pilot Mountain	Tuesday - Sunday	10am - 10pm
Rutherfordton	Monday - Sunday	10am - 10pm
Salisbury	Monday - Sunday	12 pm - 12 am
Statesville	Monday - Sunday	Monday - Sunday Noon - 10pm

Map of Social District







Home

Downtown Master Plan

Events Calendar

Downtown News

Social District

Eat. Drink. Shop.

Do Business

Find Property

Get Here

Downtown Baseball

In The Media

Helpful Links

Our Story

Create With Us

No alcoholic beverages are to be taken inside public buildings, churches, or non-participating businesses within the parameters of the district.

Visitors to the district are not allowed to bring and consume their own alcoholic beverages (no BYOB). Any alcoholic beverages consumed in the social district must be consumed from the required social district container. A person cannot pour their wine, beer or liquor into a solo cup or any type of container other than the one meeting all the requirements for social districts and sold by a participating ABC permitted business.

All alcoholic beverages must be purchased from establishments located within or contiguous to the district (in specially labeled cups) and must be consumed within the District.

A person is required to dispose of any alcoholic beverage in the person's possession prior to exiting the social district or entering a vehicle. They may ONLY take their alcoholic drink into the establishment where they bought it or a participating business that does not sell alcohol.

SOCIAL DISTRICT BOUNDARY:



Town of Sylva

SOCIAL DISTRICT OF SYLVA

Maintenance and Operations Plan

Introduction

On September 8, 2021, Session Law 2021-150 was ratified, allowing local governments to establish “Social Districts” within their jurisdictions. These Social Districts allow for common areas where licensed establishments (e.g., bars, breweries, restaurants) may sell alcoholic beverages in designated containers to be taken into the common area for consumption. The Town of Sylva (the “City”) has established such a Social District, designated “Social District of Sylva”.

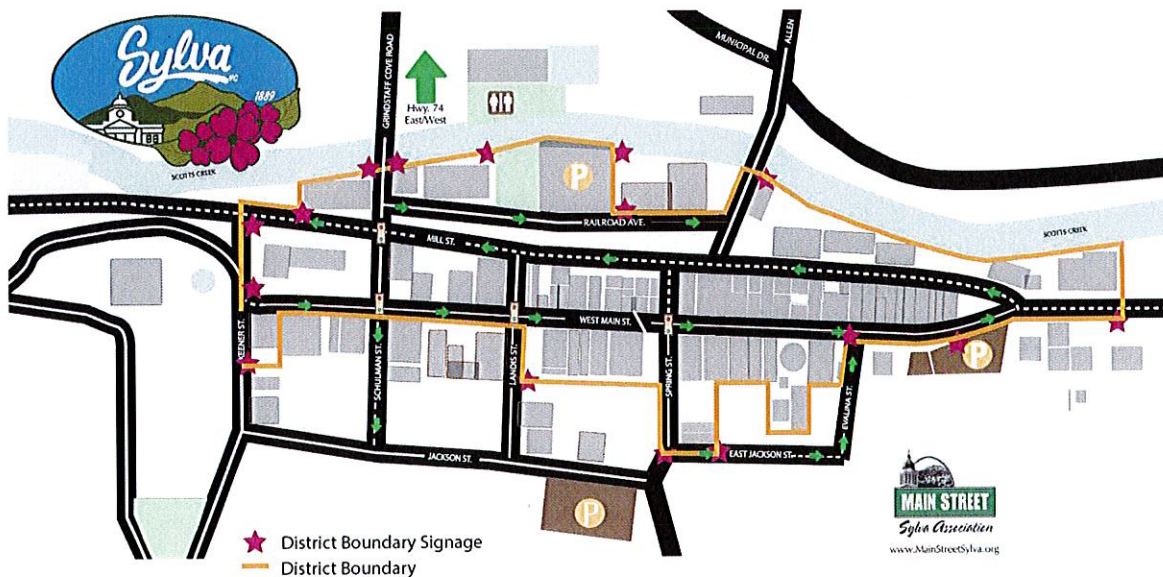
In the plan that follows, the management and maintenance of the Social District of Sylva is outlined. The plan will be submitted to the North Carolina ABC Commission and placed on the Town of Sylva website.

Management

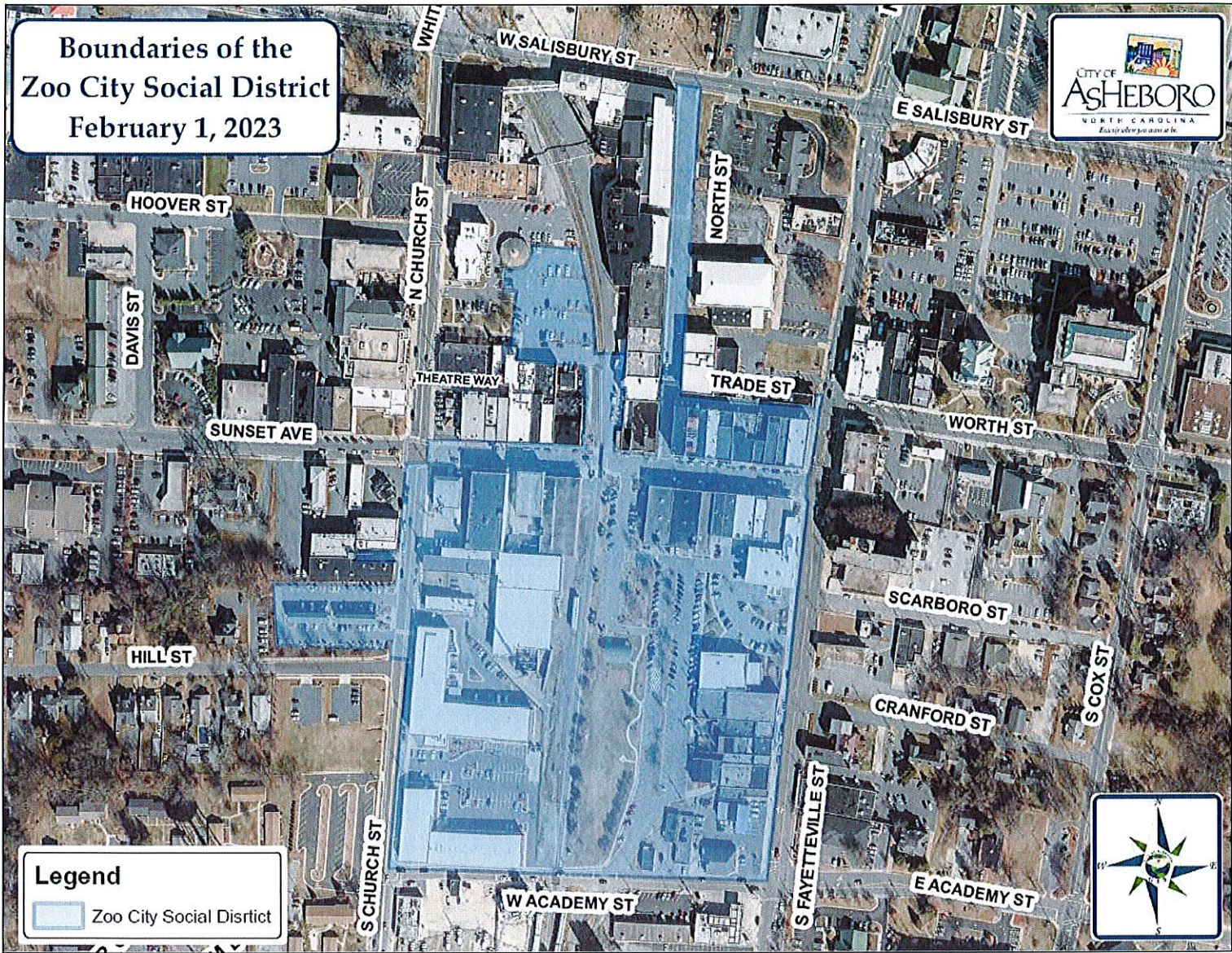
The Social District of Sylva will be jointly managed by the Town of Sylva and the Sylva Police Department.

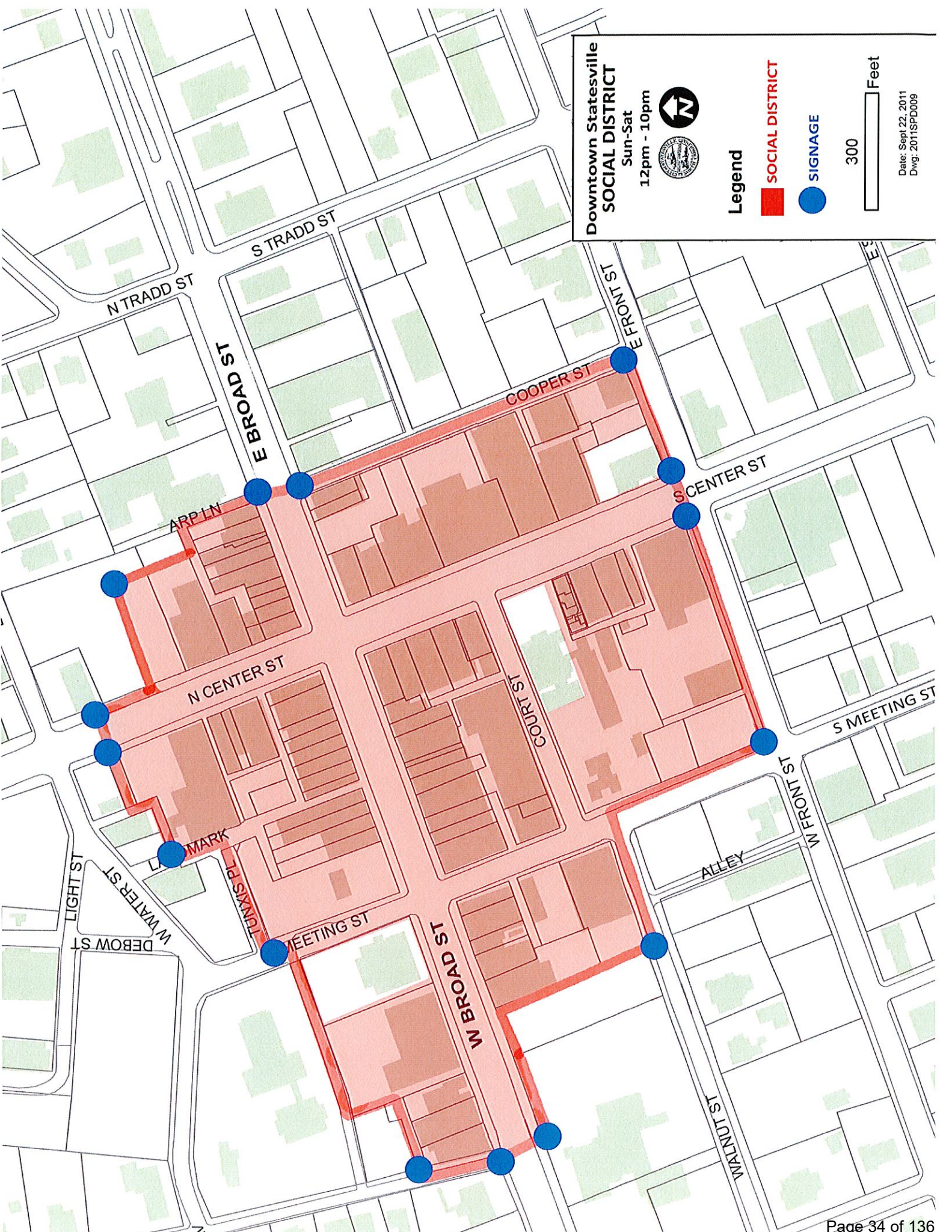
District Boundaries

SOCIAL DISTRICT FOR THE TOWN OF SYLVA



Map of Zoo City Social District





**Downtown Statesville
SOCIAL DISTRICT**

Sun-Sat
12pm - 10pm



Legend

 **SOCIAL DISTRICT**

 **SIGNAGE**

300

Feet

Date: Sept 22, 2011
Dwg: 2011SPD009

Downtown Albemarle Social District

The City of Albemarle's downtown social district will begin on Saturday, October 29.

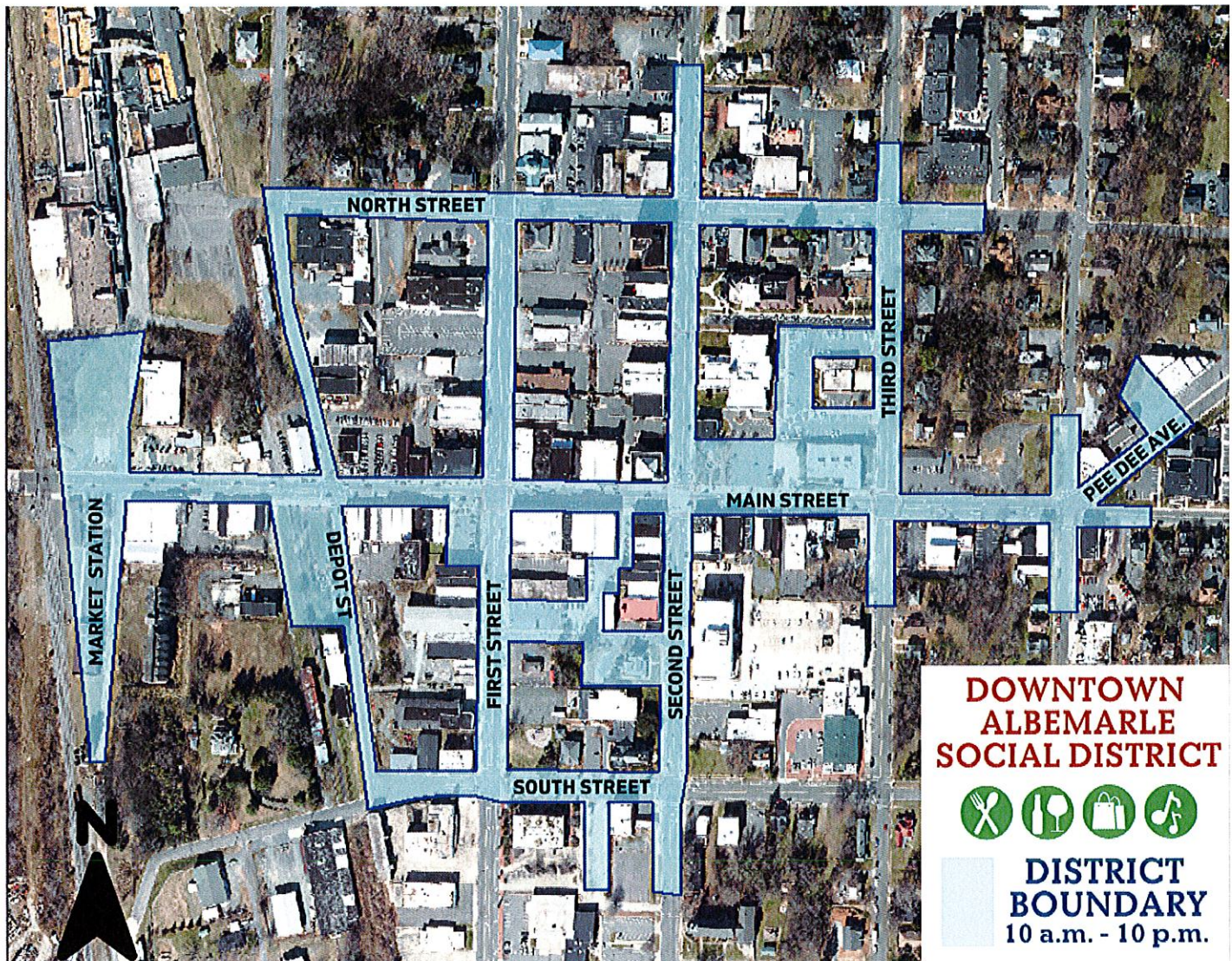
What is a Social District?

Social Districts are defined areas in which a person may consume alcoholic beverages sold by an establishment permitted by North Carolina's Alcoholic Beverage Control Commission. As part of 'Bring Business Back to Downtown,' "Social Districts" were added with the intent to increase foot traffic for businesses that have struggled since the beginning of the COVID pandemic.

This bill empowers municipalities to allow people to buy and consume alcoholic beverages within a defined area.

How does the Social District work in downtown Albemarle?

The Downtown Albemarle Social District allows alcoholic beverages to be consumed within district boundaries daily from 10 a.m. - 10 p.m. Boundaries for the Social District are clearly marked with sidewalk signage at the entrance and exit areas of the District.

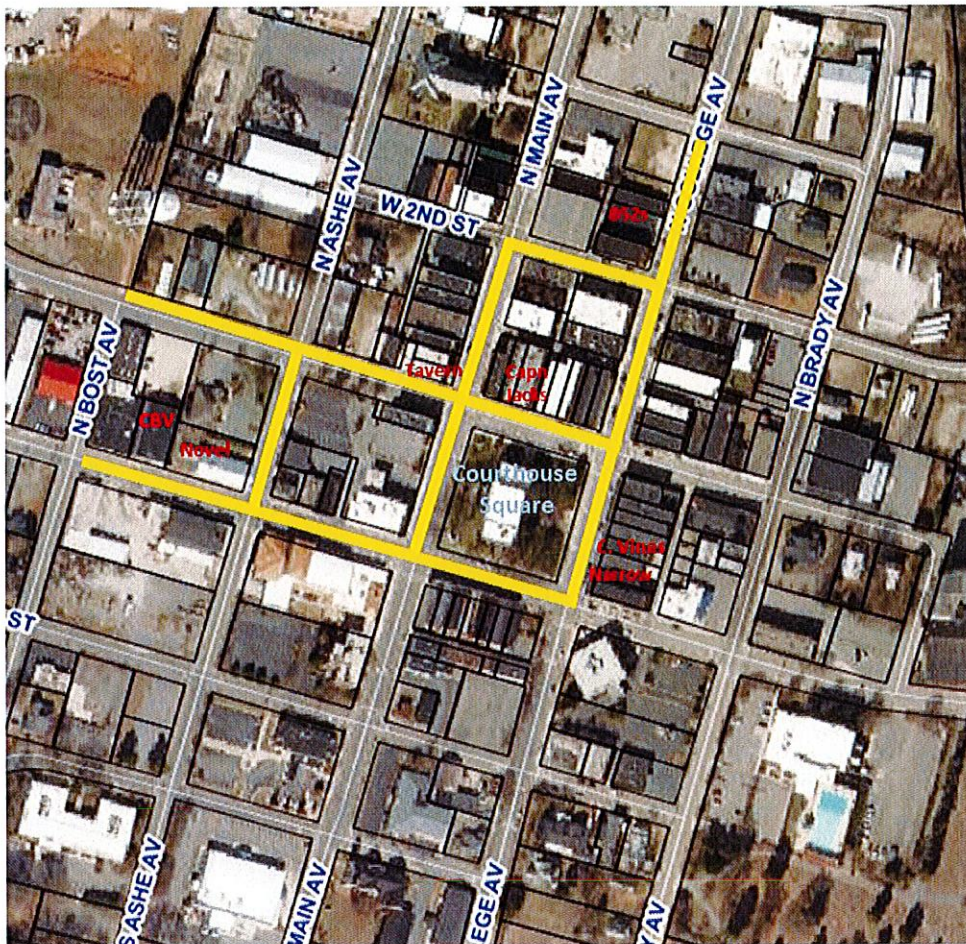


No alcoholic beverages are to be taken inside non-participating businesses within the parameters of the district.

- 5 p.m. to 11 p.m. Thursdays
- 5 p.m. to 11 p.m. Fridays
- 12 noon to 11 p.m. Saturdays

The district has boundaries. Patrons should familiarize themselves with the boundaries before visiting.

- The district includes sidewalks along A Street from Bost Avenue to College Avenue, 1st Street from Bost Avenue to College Avenue, 2nd Street from Main Avenue to College Avenue, Ashe Avenue from A Street to 1st Street, Main Avenue from A Street to 2nd Street, and College Avenue from A Street to 3rd Street.



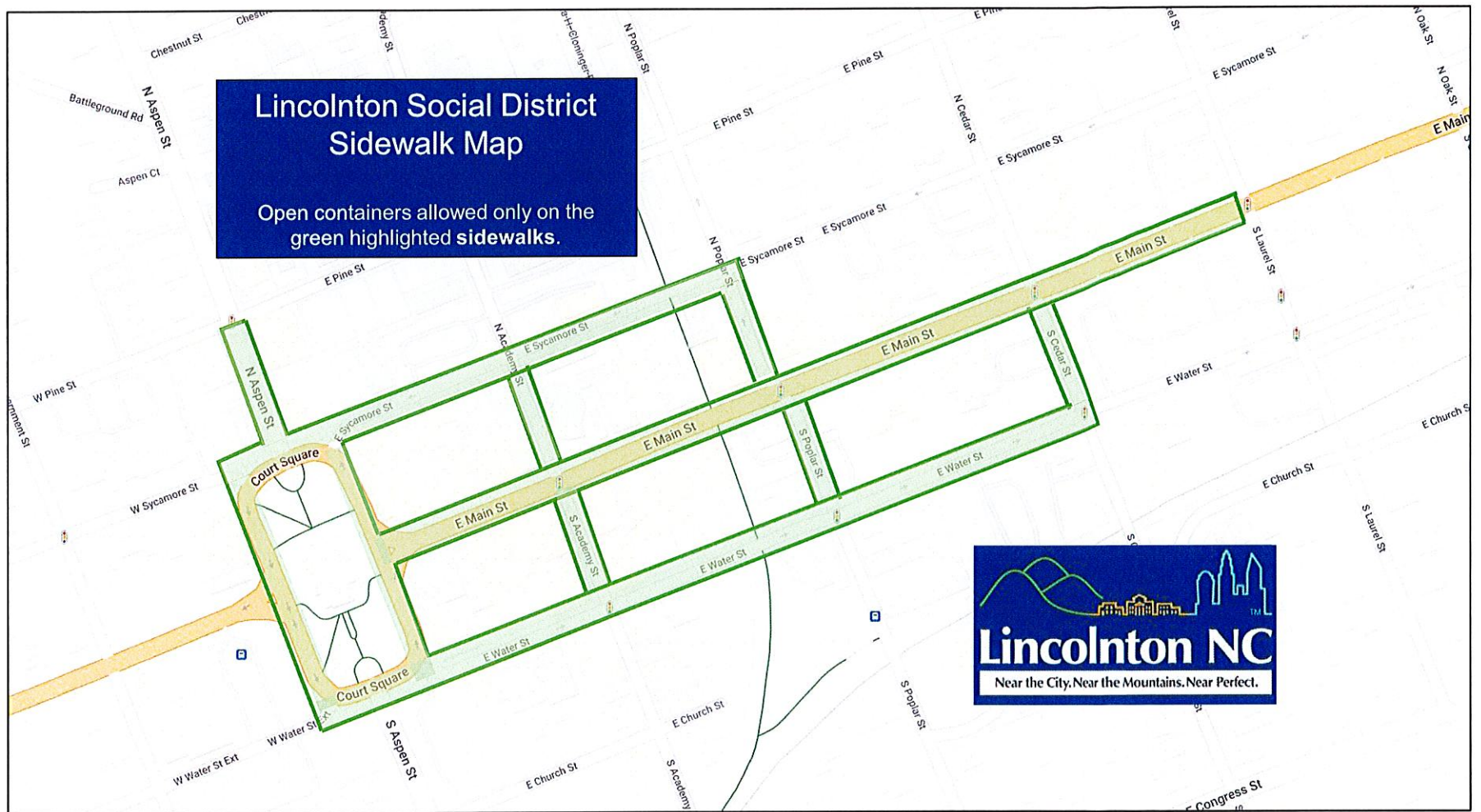
**Social District
Boundaries
Street/Sidewalk
Use Only**

- Patrons are responsible for knowing district boundaries and are prohibited from carrying drinks purchased within the district outside its boundaries.
- If a patron chooses to leave the district while carrying a drink, he or she must dispose of the container and any unfinished drink before leaving.
- Social district limits signs (shown below) alert patrons when they approach district boundaries.

Social Districts in North Carolina

40+ and counting...

- | | |
|--------------------------------------|---------------------------------------|
| Albemarle | 31. Raleigh – expanded |
| Asheboro | 32. Rutherfordton (<i>approved</i>) |
| Cary (<i>approved</i>) | 33. Salisbury |
| Charlotte – Southend & Plaza Midwood | 34. Selma |
| Cornelius – expanded | 35. Statesville |
| Davidson | 36. Sylva |
| Durham | 37. Tarboro |
| Elkin (<i>approved</i>) | 38. Washington |
| Elon | 39. Wendell |
| Fayetteville | 40. Whiteville |
| Franklinton | 41. Wilson |
| Garner | 42. Youngsville |
| Gastonia | 43. Belmont |
| Greensboro – x2 | 44. Mooresville |
| Greenville | |
| Hickory | |
| High Point | |
| Huntersville | Shelby – researching |
| Kannapolis | Franklin |
| Lake Norman | |
| Laurinburg | |
| Lenoir | |
| Madison | |
| Manteo | |
| Marion (<i>approved</i>) | |
| Monroe | |
| Newton | |
| Norwood | |
| Oxford | |
| Pilot Mountain | |



**AN ORDINANCE OF THE LINCOLNTON CITY COUNCIL AMENDING THE
LINCOLNTON CODE OF ORDINANCES PERMITTING THE CREATION OF SOCIAL
DISTRICTS WITH THE CITY OF LINCOLNTON**

WHEREAS, Session Law 2021-150 for ABC Social Districts was ratified on September 8 2021; and

WHEREAS, the law allows governing bodies of local government units to establish Social Districts and common areas where Permittees may sell alcoholic beverages in designated cups to be taken into the common area for consumption; and

WHEREAS, the City Council desires to establish and manage a Social District in accordance with G.S. 160A-205.4 and Chapter 18B; and

WHEREAS, the City Council finds that the designation of Social Districts pursuant to the Act is in the best interest of the citizens and businesses of the City of Lincolnton; and

WHEREAS, the City Council designates the Social District shown in the Ordinance as permitted by G.S.160A-205.4 and Chapter 18B.

NOW. THEREFORE, BE IT ORDAINED by the City Council of the City of Lincolnton, North Carolina, that Chapter 10, Section 10.05 Definitions and Chapter 131, Section 131.01 Drinking in Public, is hereby amended as follows:

10.05 – Definitions - Add

(B) Social District means an outdoor area in which a person may consume alcoholic beverages sold by an ABC permittee within the boundaries of the Social District.

131.01 – Drinking in Public – Add

Exception; Social District. The purpose of this ordinance (section) shall be to establish Social Districts within the City of Lincolnton to promote the health, safety and welfare of persons consuming alcoholic beverages pursuant to the provisions of North Carolina General Statutes 160A-205.4 seq. which allows for the creation of one or more Social Districts by the City.

1. General: The City hereby creates and designates the following Social District:

(a) Downtown Lincolnton Social District which is designed as the area within the City as follows:

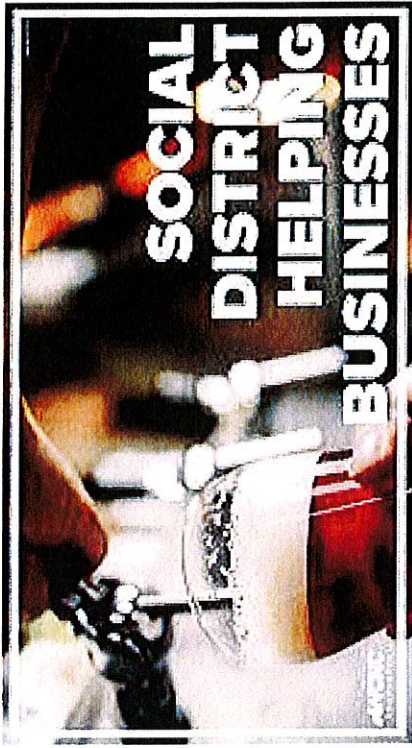
(attached as Exhibit A)

2. Management: The Social District shall be created, designed and managed in accordance with the requirements contained in North Carolina General Statutes Section 160A-205.4 and Chapter 18B.
3. Permittee: Any business establishment located within or contiguous to a Social District which holds a valid ABC permit designed to engage as a Social District participant must apply for and obtain a Social District permit from the Planning Department of the City at no cost to the applicant. The establishment shall be responsible to operate its business in accordance with all City and State ordinances, laws, rules, regulations, and the operations plan governing Social District activities.
4. Violation: Any person violating this section, and any person who aids, abets, encourages, assist, or contributes to such consumption, and any person who, having control of the premises where such consumption occurs in violation of this section, willfully permits or allows such consumption to occur, shall be guilty of a misdemeanor.
5. Severability: If any portion of this Section is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed severable, and such holding shall not affect the validity of the remaining portions thereof.
6. Repealed: All ordinances or provisions of the Lincolnton Code of Ordinances which are not in conformance with the provisions of the Amendment occurring herein are repealed as of the effective date of this Ordinance.

Adopted this 7th day of March, 2024.

Ed Hatley, Mayor

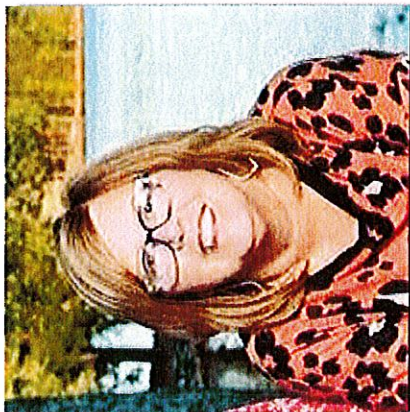
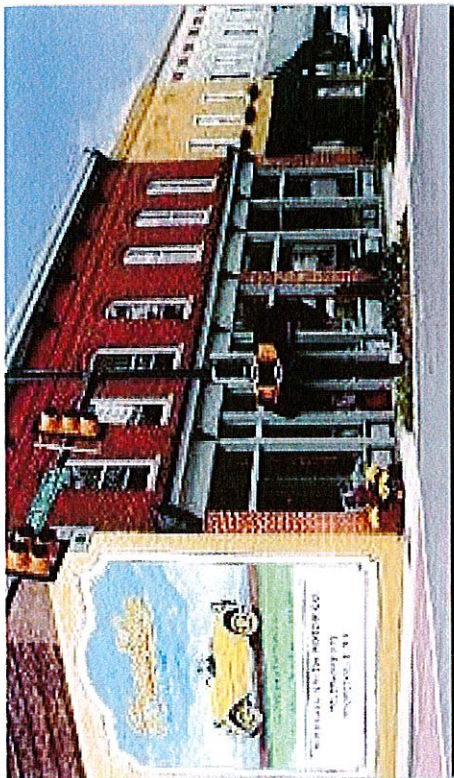
Daphne Ingram, City Clerk



Social Districts 101

2023 NC MAIN STREET CONFERENCE-STATESVILLE, NC

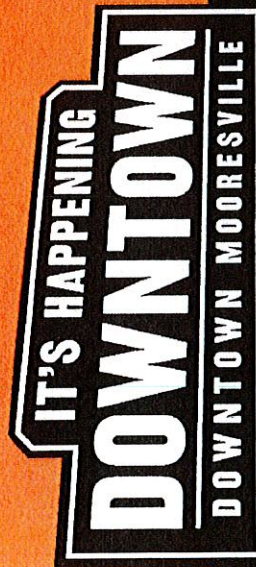
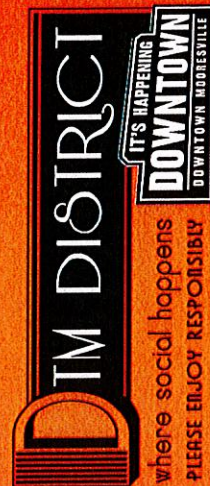
Mooreville



Kim Atkins

The Why?

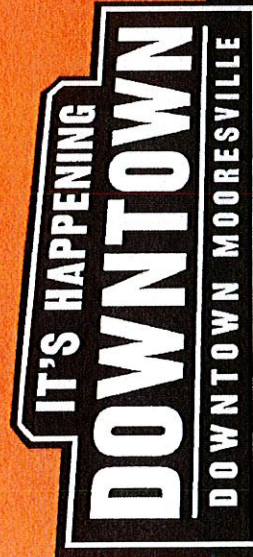
- Downtown Mooresville offers the most distinctive and vibrant Downtown experience in the Lake Norman region, setting us apart from the other surrounding communities. Many of these nearby communities have already implemented or are exploring the establishment of a social district. Our Downtown is known presently for setting the bar (no pun intended) for innovative strategies on recruiting and marketing our businesses in NC; we want to make sure we always stay relevant.
- The implementation of the DTM district will give the MDC a unique opportunity to market Downtown Mooresville as a premier entertainment destination, as well as providing another layer to how we can economically stimulate our individually owned small businesses.
- The MDC will be able to promote new options that will bring regional and out-of-town visitors to Downtown Mooresville due to the diversity of offerings, as there are a variety of happenings for all types of visitors to enjoy.



THERE'S ALWAYS SOMETHING HAPPENING DOWNTOWN. VISIT DOWNTOWNMOORESVILLE.COM

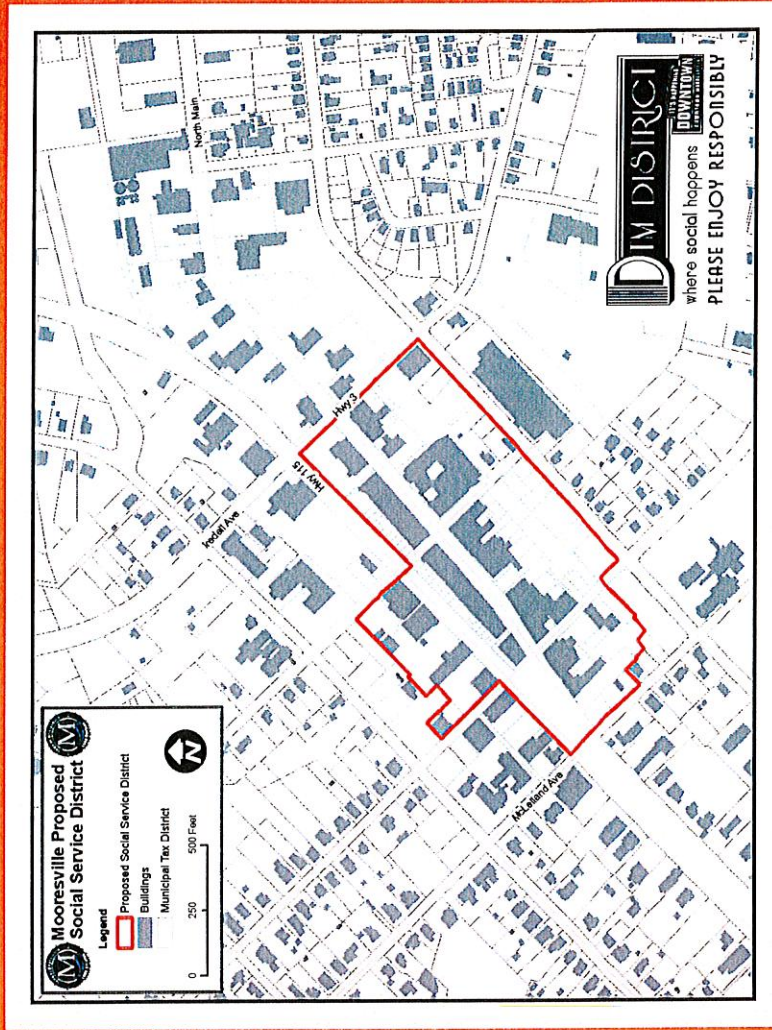
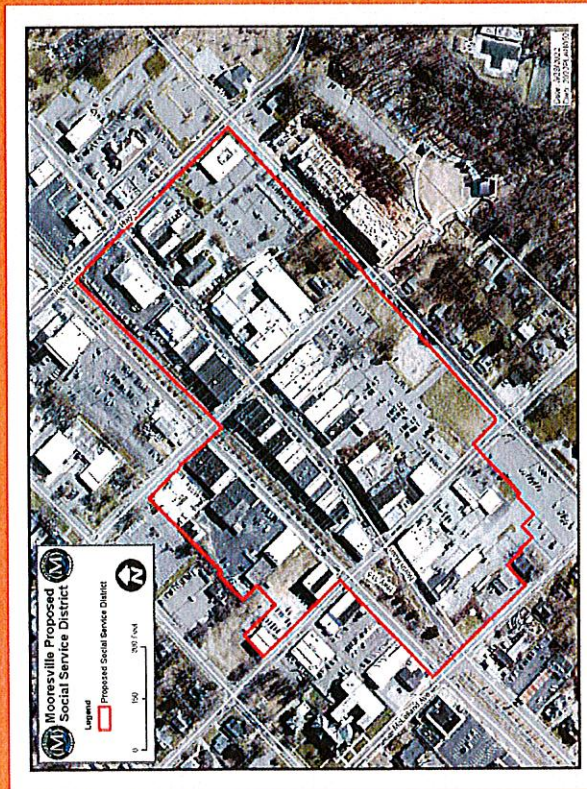
What a Social District IS NOT:

- Does not create a right to break laws
- Encouragement to be drunk in public or over consume
- A right to be drunk in public
- Encouragement of underage drinking
- Does NOT allow people to bring their own alcohol (NO brown bagging, etc.)
- Bourbon Street



THERE'S ALWAYS SOMETHING HAPPENING DOWNTOWN. VISIT DOWNTOWNMOORESVILLE.COM

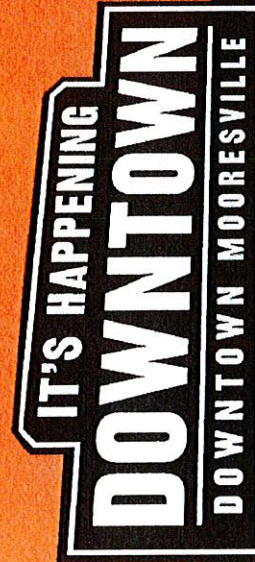
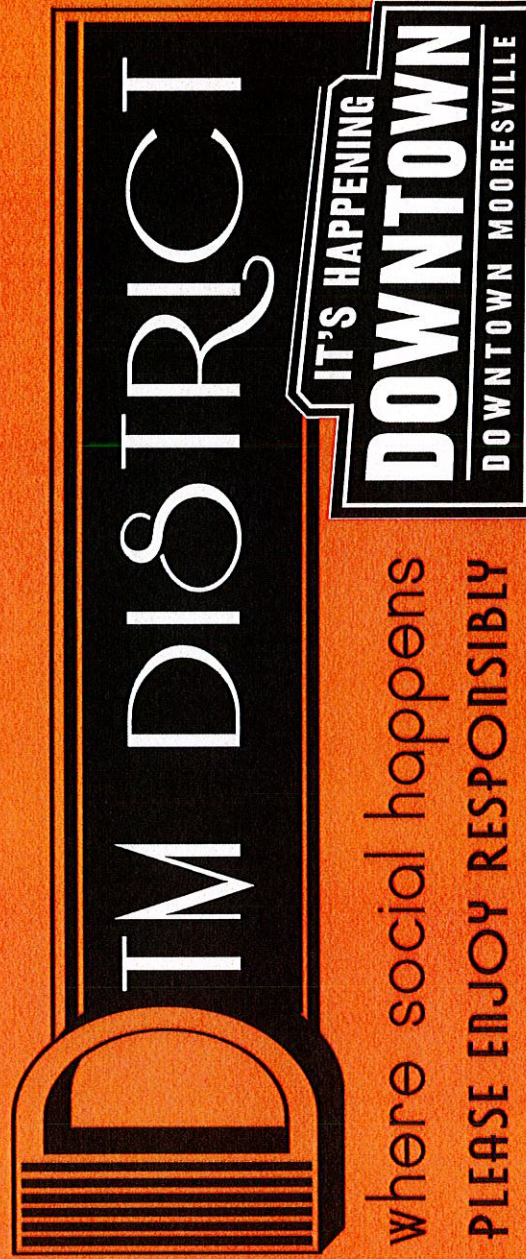
DTM Social District Map:



IT'S HAPPENING
DOWNTOWN
DOWNTOWN MOOREVILLE

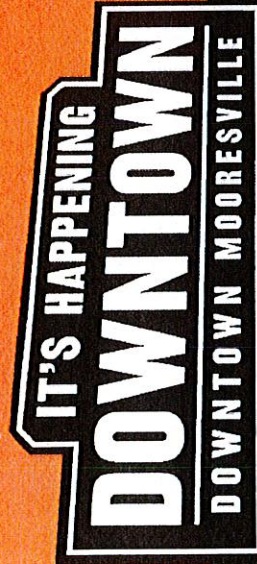
THERE'S ALWAYS SOMETHING HAPPENING DOWNTOWN. VISIT DOWNTOWNMOOREVILLE.COM

DTM Social District – The How:



THERE'S ALWAYS SOMETHING HAPPENING DOWNTOWN. VISIT DOWNTOWNMOORESVILLE.COM

DTM Social District – The How:



where social happens
PLEASE ENJOY RESPONSIBLY

DO'S

- Purchase your beverages ONLY from permitted businesses.
- Please enjoy your beverages ONLY within the DTM Social District boundaries.
- Be responsible for your behavior. Follow all rules associated with DTM Social District.
- When enjoying your beverages, please only enter businesses with signage that permits open containers within the DTM Social District.
- Scan code for a complete list of all DTM Social District rules and regulations.

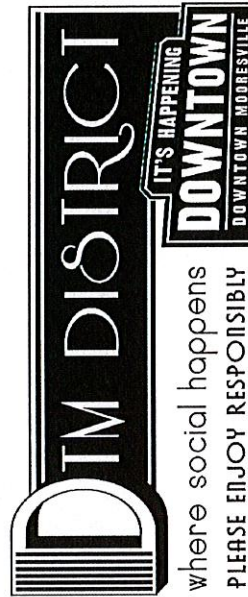
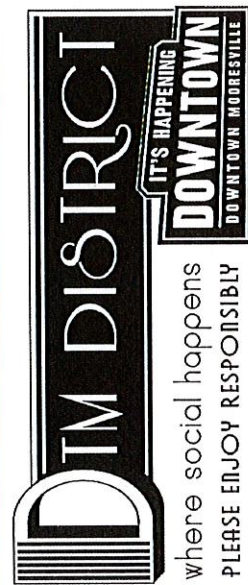


DONT'S

- Bring your own alcohol.
- Bring or refill your own cups.
- Take any alcoholic beverages outside of the designated DTM Social District zone. Boundaries are designated by signage, and a map can also be found online. (Scan code for direct link)
- **NO BEVERAGES** allowed outside this zone
- Take any alcoholic beverage into another bar, restaurant, or other ABC licensed establishment.
- Assume that every business located within the DTM Social District zone participates. Please check for appropriate signage.

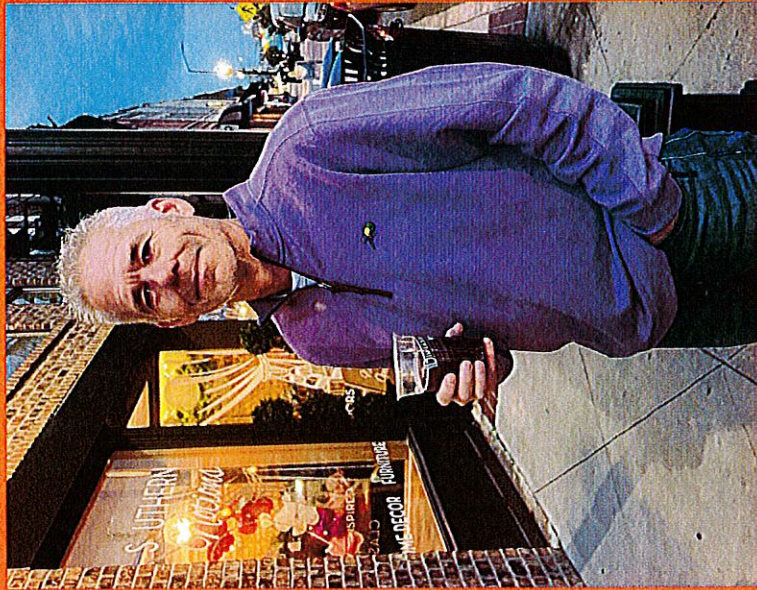
THERE'S ALWAYS SOMETHING HAPPENING DOWNTOWN. VISIT DOWNTOWNMOORESVILLE.COM

DTM Social District – The How:



THERE'S ALWAYS SOMETHING HAPPENING DOWNTOWN. VISIT DOWNTOWNMOORESVILLE.COM

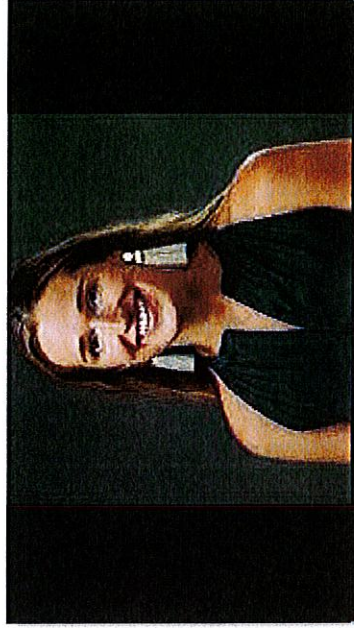
DTM Social District – Now:



IT'S HAPPENING
DOWNTOWN
DOWNTOWN MOORESVILLE

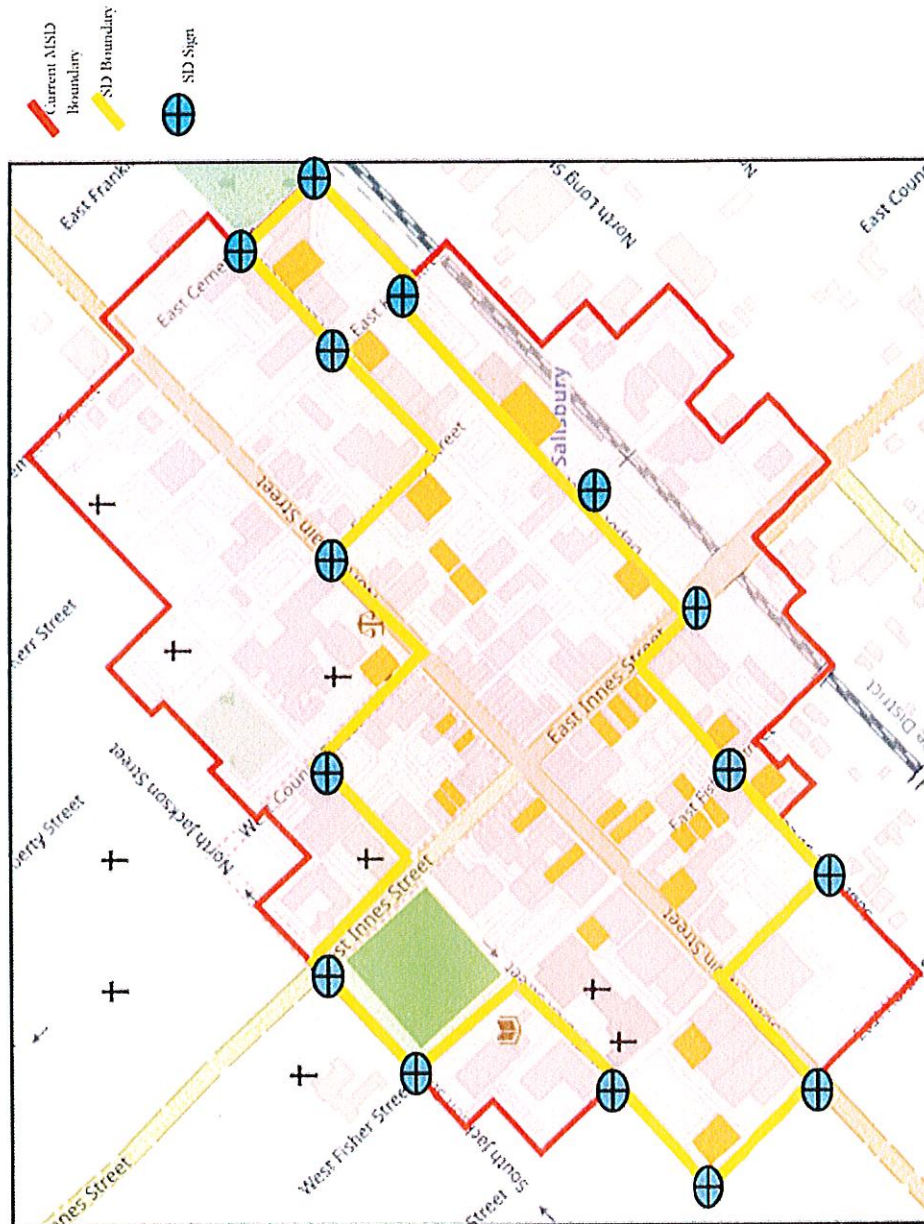
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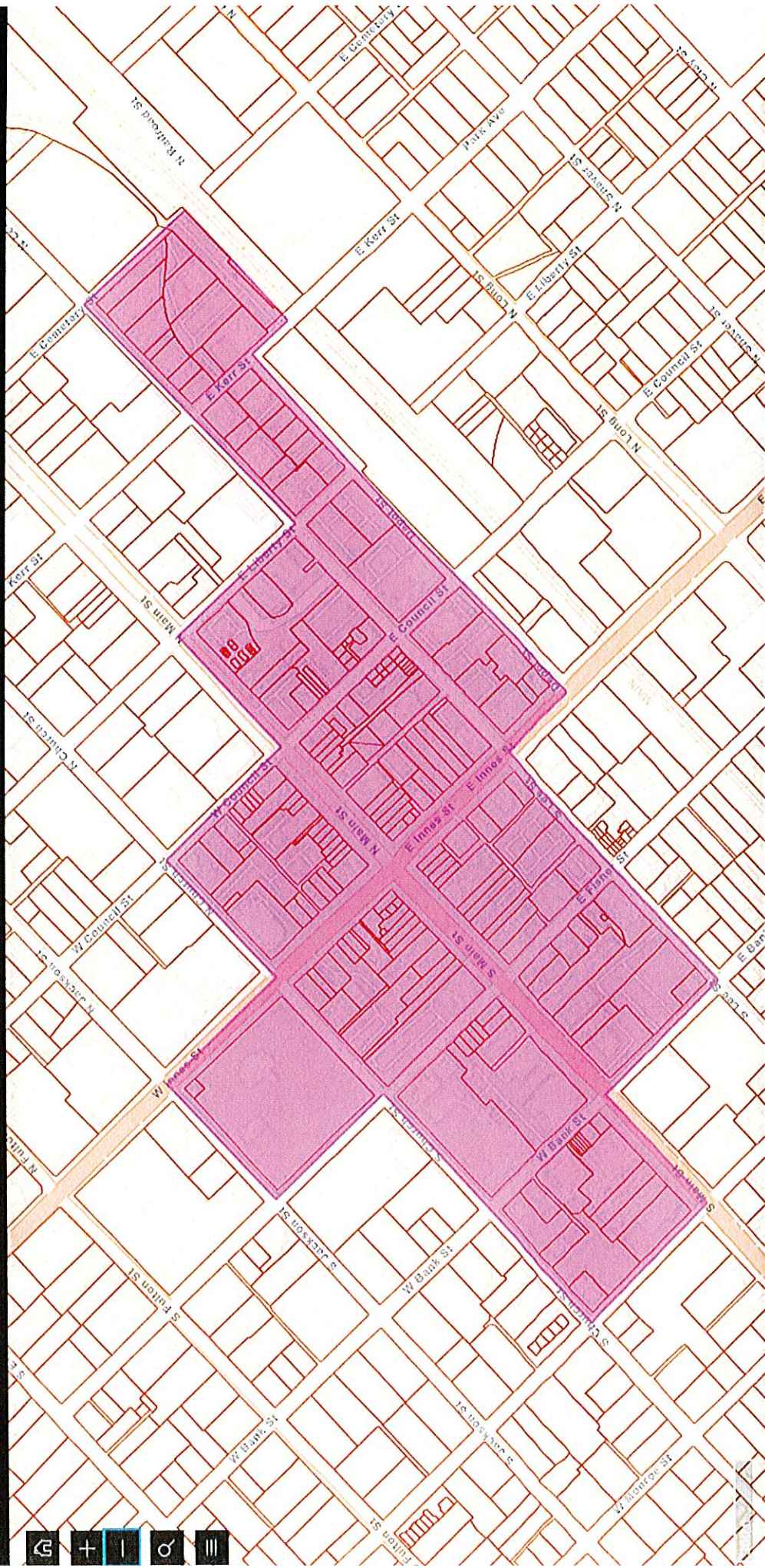
Salisbury



Sada Troutman

Downtown Salisbury Social District Map





D O W N T O W N S A L I S B U R Y



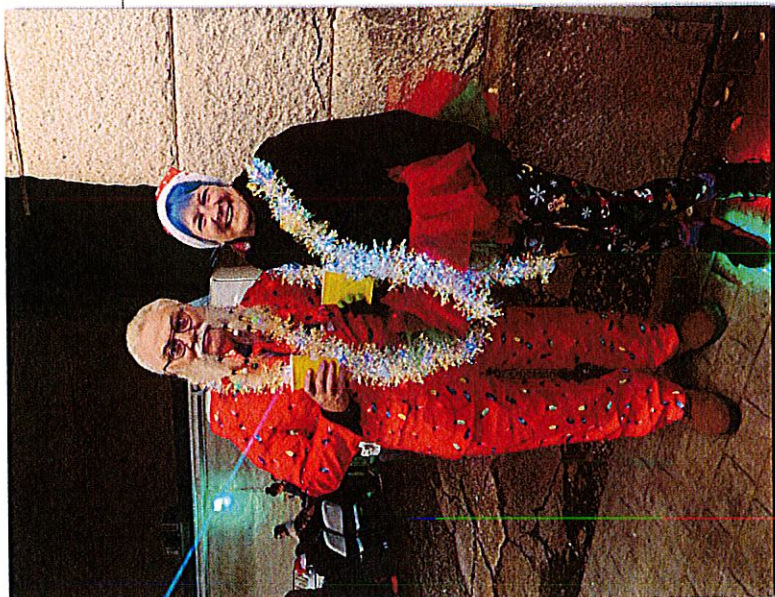
S O C I A L D I S T R I C T

S O C I A L D I S T R I C T

No alcohol in open containers beyond this point.

For more information regarding this district, including a map,
please visit www.downtownsalisburync.gov/SocialDistrict







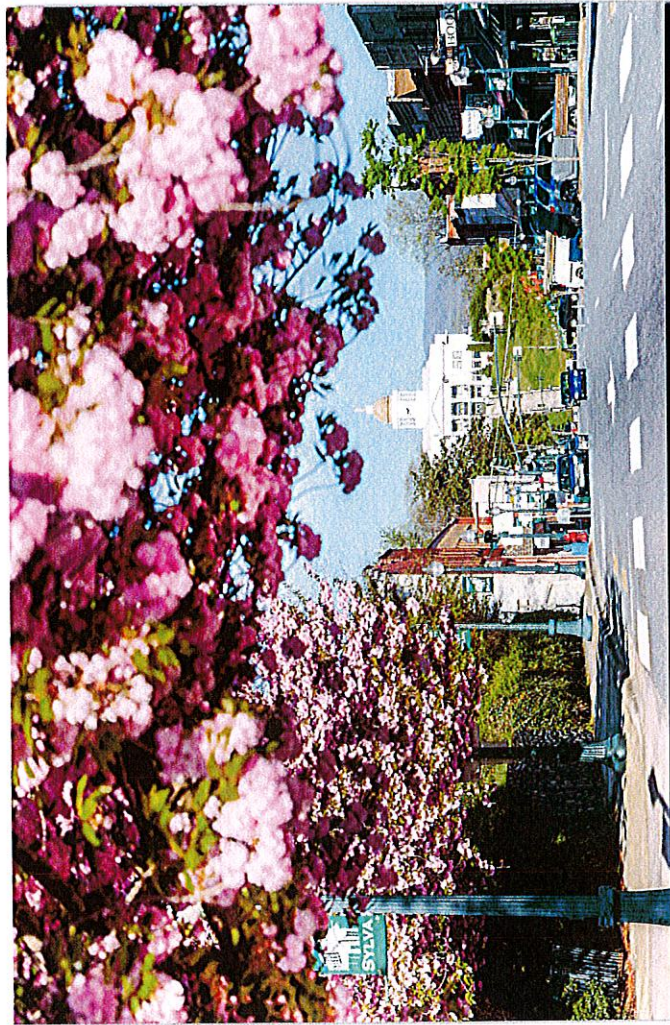


NEW INFORMATION

**SOCIAL
DISTRICT**

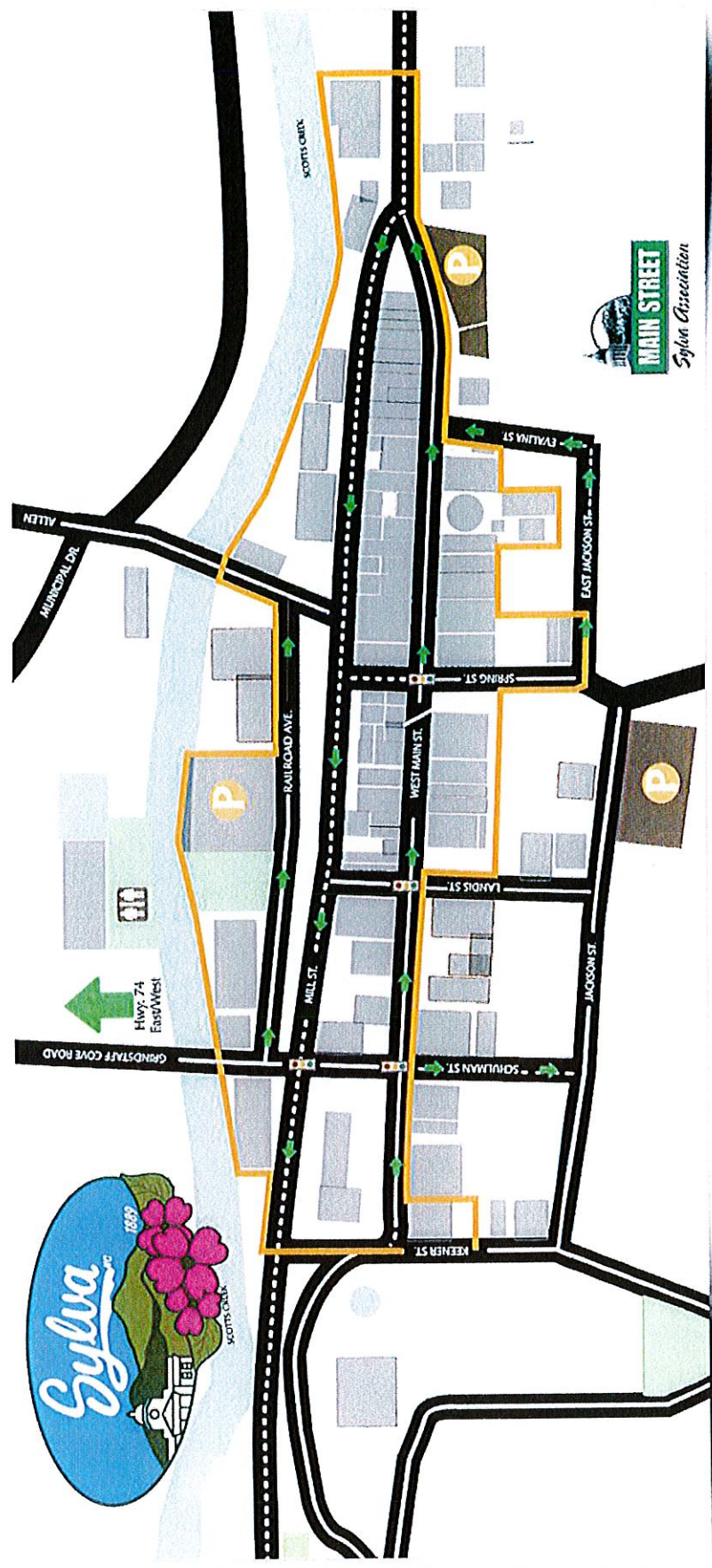
WCCB NEWS@TEN

Sylva



Bernadette Peters

PROPOSED SOCIAL DISTRICT FOR THE TOWN OF SYLVA



SOCIAL DISTRICT MAP

— BOUNDARY

How to Participate

- ♦ Purchase or present your Sylva Social District cup to your bartender/server.
- ♦ Your bartender **MUST** pour your drink into the cup & affix required sticker.
- ♦ Enjoy your beverage within the Sylva Social District boundaries **ONLY**.
- ♦ **ONLY** enter retailers with a sign that indicates participation.
- ♦ Do **NOT** enter other bars or restaurants that serve alcohol.
- ♦ Do **NOT** refill your cup yourself
- ♦ Drink Responsibly - Be 21!
- ♦ Selling or giving alcohol to a minor is against the law and will result in prosecution.

Where to get a drink

- ♦ NANTAHALA BREWING
- ♦ LAZY HIKER BREWING
- ♦ CITY LIGHTS CAFE
- ♦ WHITE MOON/DARK MOON
- ♦ BALSAM FALLS BREWING CO.
- ♦ INNOVATION BREWING

DISTRICT HOURS END AT 9PM

Do

Ask your bartenders/servers about the Sylva Social District.

Purchase your beverages **ONLY** from permitted restaurants and bars.

Enjoy your beverages **ONLY** in an authorized Sylva Social District Cup.

Enjoy your Beverage **ONLY** within the designated boundaries of the Sylva Social District.

Only enter downtown retail shops with a beverage that have signage inviting you in.

Don't

Assume that every restaurant/bar participates.

Bring your own booze.

Refill your own cup. Only bartenders can fill your cup and affix the required sticker.

Take alcohol outside the Social District Boundaries.

Take any alcohol inside another bar or restaurant unless you purchased it there.

Assume that a retailer is allowing alcohol in their store.

ENJOY RESPONSIBLY

It is a violation of the law if you give a minor an alcoholic beverage, drive with an open container or while intoxicated, or break any social district rules.

For more information, visit www.mainsstreetsylva.org

DISTRICT HOURS END AT 9PM



**NO ALCOHOL
IN OPEN CONTAINERS
BEYOND THIS POINT**




COME ON IN
WITH YOUR
**SOCIAL DISTRICT
BEVERAGE!**



DISTRICT HOURS END AT 9PM

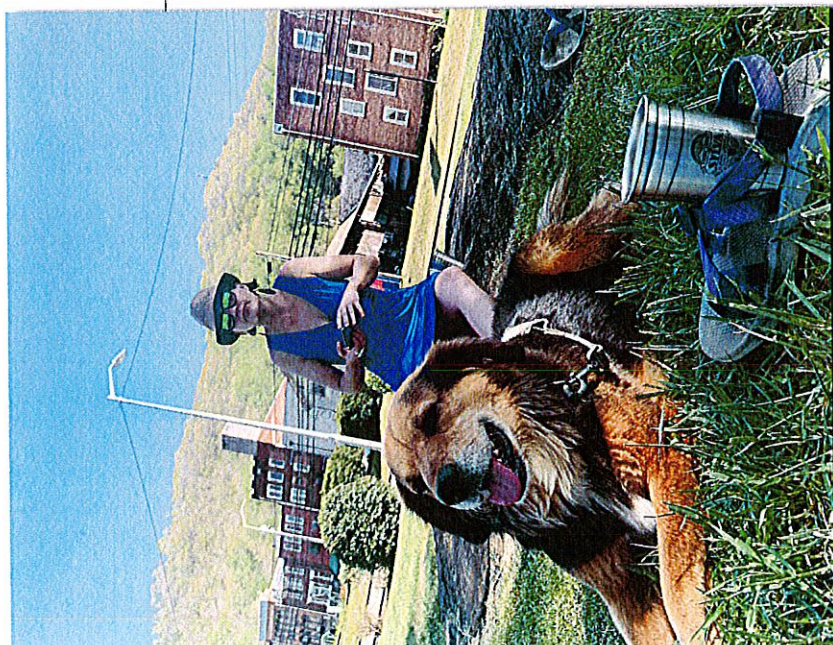


**SCAN
FOR DETAILS**



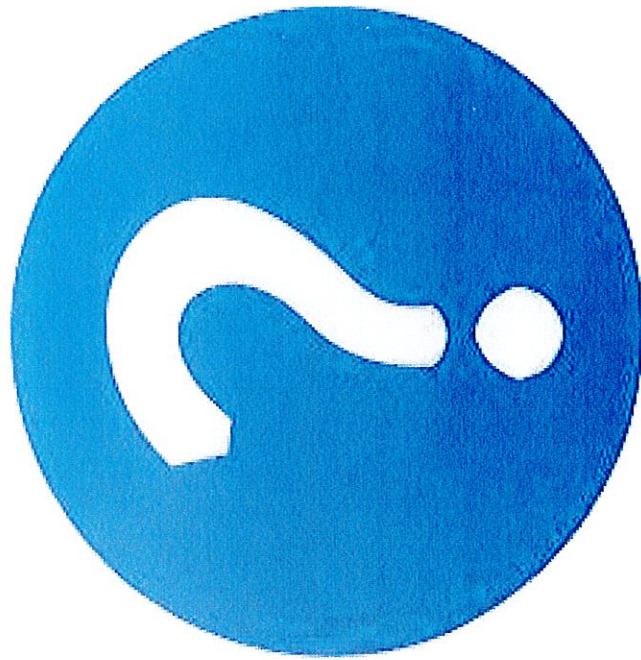
DISTRICT HOURS END AT 9PM







Questions





Lincolnton NC

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Public Hearing Staff Analysis
CZ-13-2023
Edwards Street, PID 00621

Zoning

Existing: GMC and R-8

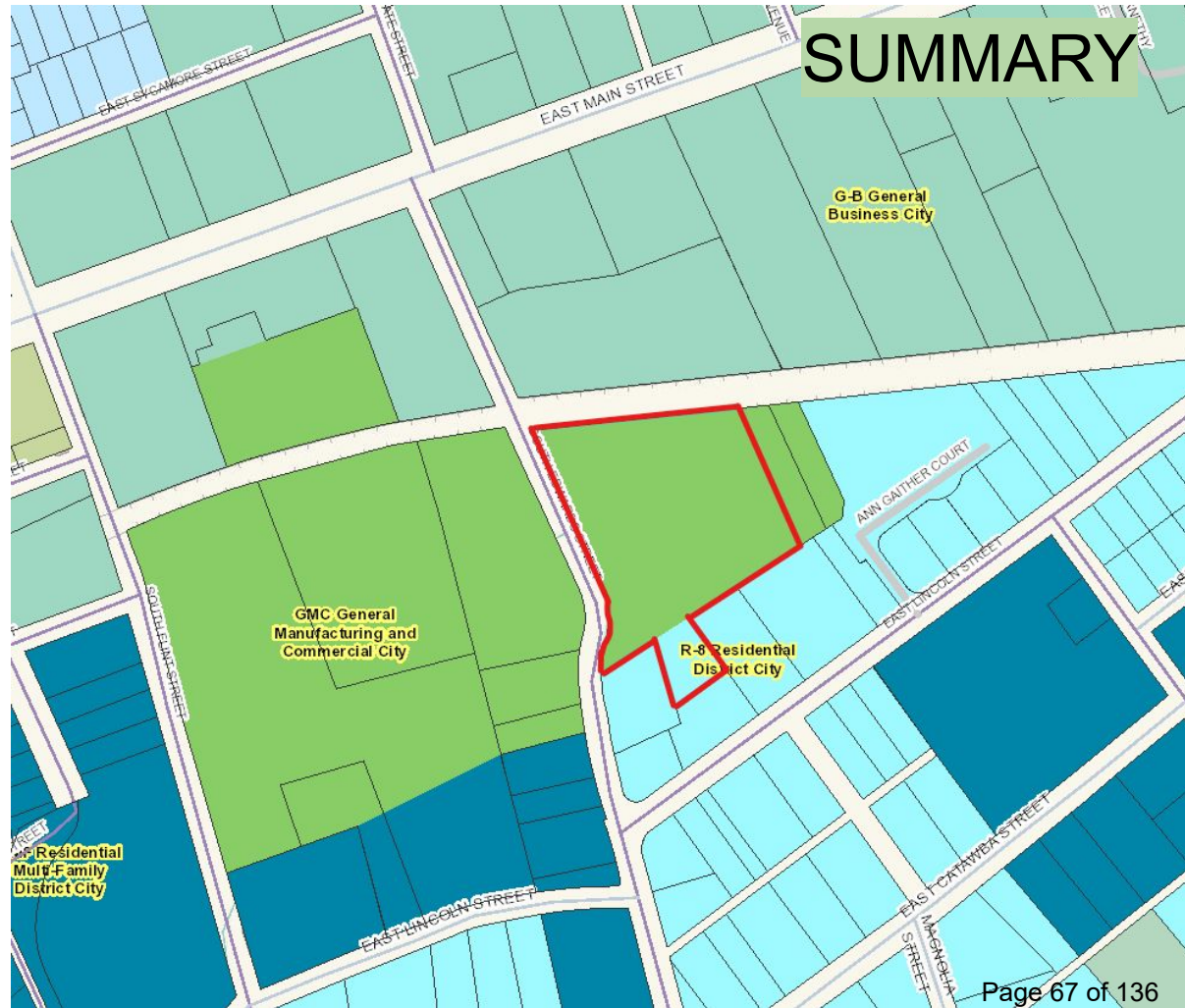
Proposed: Transitional Infill
Development (TID)

Current Use

Vacant land

Proposed Use

Housing



[illegible]

STREET VIEWS



Looking South on Edwards Street

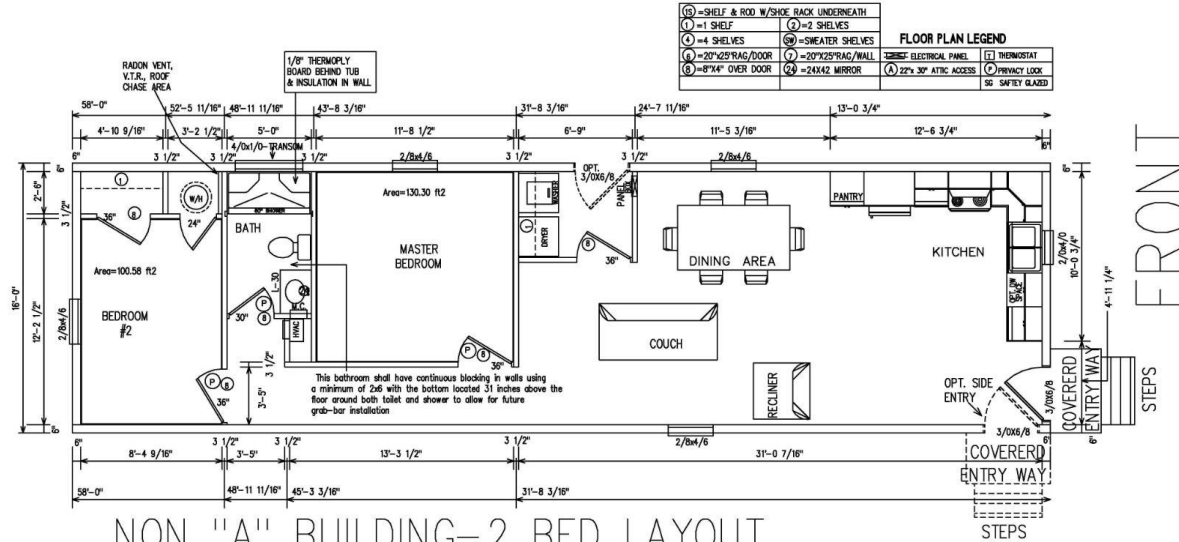


Looking North on Edwards Street



Aerial of adjacent properties and businesses

REAR



58'-0"

855 SQ.FT. (INSIDE TO INSIDE WALLS)
 928 SQ. FT. OUTSIDE THE WALLS
 2 BED UNIT
 6" EXT. WALLS
 FOR INSULATION

16'-0"

LAND USE PLAN COMPLIANCE

The land use plan shows the property is mostly in the Industrial Planning Area with a portion in Traditional Single Family Planning Area.

Industrial These are areas in use or designated for future industrial/manufacturing use. As industrial uses play a vital role in the local economy, any such planning areas designated on the Future Land Use Map should be reserved for industrial uses and should be protected from encroachment from other uses. Industrial park development is encouraged.

Traditional Single Family

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

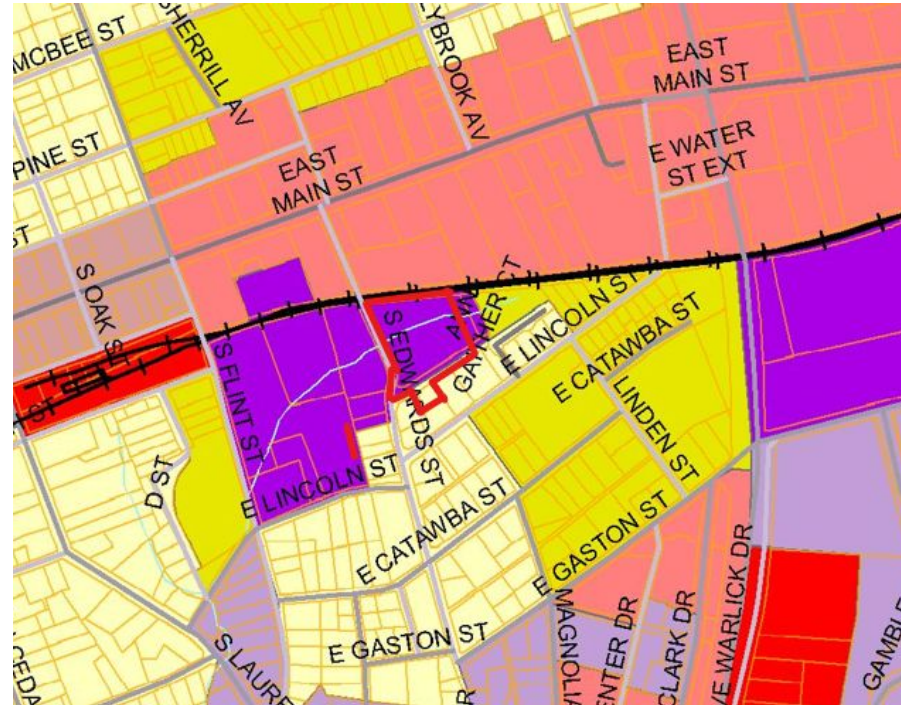
Staff recommends amending the FLUP to show this area in Residential High Density.

Residential High-Density

Multi-family developments in such planning areas are encouraged, preferably in a clustered manner so as to preserve open space and to heighten pedestrian accessibility. Overall densities should be 6-8 units per acre, except as part of a planned residential development where higher densities are allowed. Physical and aesthetic compatibility with neighboring land uses in more developed portions of the community is of high importance.

While the rezoning is not consistent with the future land use map, strategies outlined in the Land Use Plan make this rezoning reasonable.

LAND USE PLAN



Land Use Code and Description

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

STAFF COMMENTS /CONDITIONS OF APPROVAL

Planning Department

- Prior to final approval, an engineered plan meeting all requirements for transitional infill development and UDO requirements must be submitted to and approved by staff.
- A maximum of 70% of the site can be impervious surface, due to water supply watershed restrictions. Detailed calculations must be given.
- Detailed landscaping and screening plan will need to be provided. Fencing along the northern boundary of project to provide protection from railroad corridor
- Building plans must be submitted and approved by Lincoln County Inspection prior to development.
- No portion of any structure can be located on the railroad right of way as determined by a boundary survey of the property showing the railroad right of way dimensions. Any use of the railroad right of way will require approval of CSX railroad prior to development.
- Deed Restrictions to be filed with Lincoln County Register of Deeds to protect the project parameters.

Fire

- City Fire Inspector will need to review and approve all plans prior to development.

Public Works

- A sidewalk constructed to City of Lincoln specifications and ADA must be constructed along the entire frontage along Edwards Street as well as both sides of any interior roads.
- Schedule pre-construction meeting prior to sidewalks being poured.

City Water/Sewer

- The City Utility Department is suggesting a master meter for the project.
- The property owner will be responsible for all utility lines within the project boundaries and to the tap.
- Coordinate with utilities to determine what size waterline would be needed.

Soil and Erosion

- Erosion control plans must be submitted and approved by Lincoln County Soil and Erosion prior to development.

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

Case No. CZ-13-2023
Applicant: Jonathan Hoyle
Parcel ID#: 00621
Location: Edwards Street
Request: Rezone from GMC and R-8 to TID

Proposed Consistency and Reasonableness Statement:

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

CONSISTENT: While the rezoning is not consistent with the future land use map, the following objective and strategies from the land use plan make it reasonable:

STRATEGY R-B1: Identify specific areas of the City for a mix of housing choices in order to promote affordability. OBJECTIVE C: Promote a healthy mix of well-maintained rental units for persons in a variety of income brackets. STRATEGY R-C1: Provide for variety in the density and construction types of rental property (apartment "complexes," individual rental units, duplexes, and single-family).

Therefore, **approval of the proposed amendment from Industrial to Residential High Density is reasonable and in the public interest.**

STATEMENTS

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

Case No. CZ-13-2023
Applicant: Jonathan Hoyle
Parcel ID#: 00621
Location: Edwards Street
Request: Rezone from GMC and R-8 to TID

Proposed Consistency and Reasonableness Statement:

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

Staff recommend the following action:

1. Recommend approval of rezoning of the property from GMC/R-10 to TID.
2. Approval of the statement of consistency for approval of the rezoning request
3. Zoning be effective upon receipt of signed conditions of approval
4. Amend Land Use Plan to show this area as well as Parcel IDs 20549, 20550 and 50008 in the Residential High Density Planning Area.



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Public Hearing Staff Analysis
CZ-2-2024
627 East Main Street, PID 00670

SUMMARY

Zoning

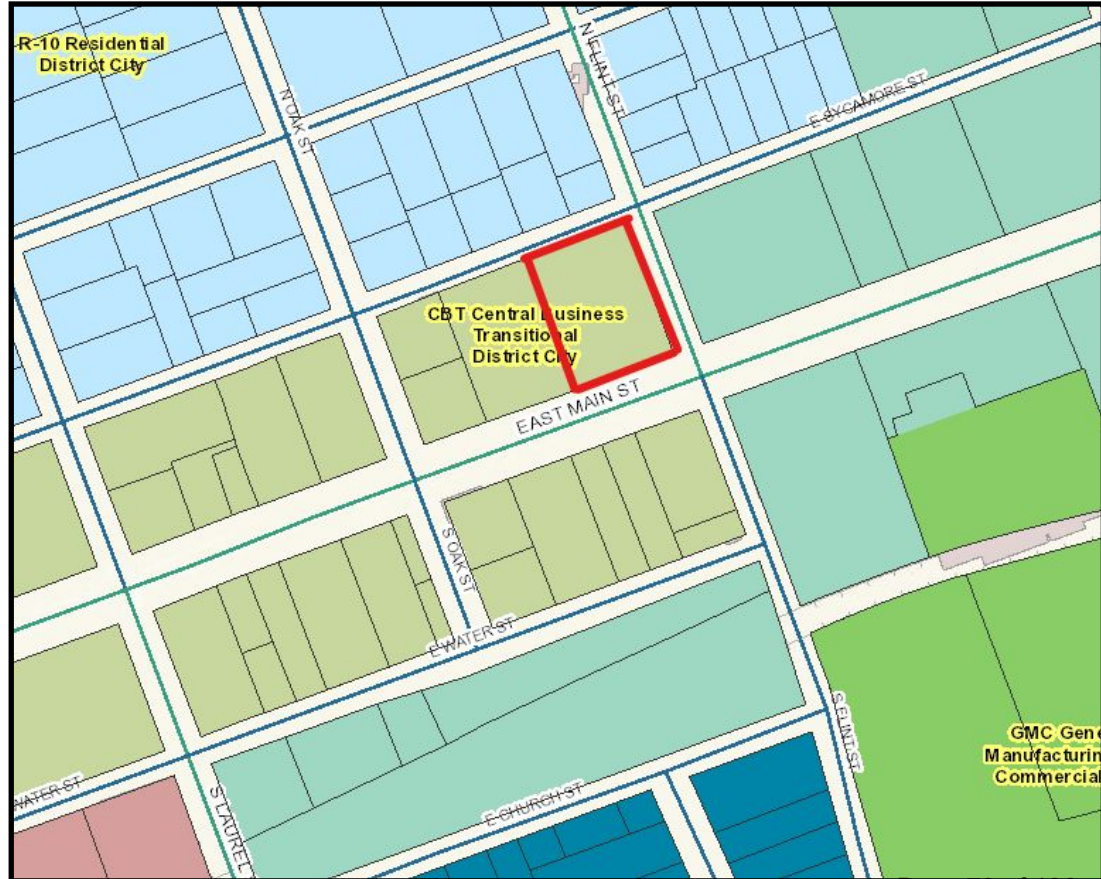
Existing: Central Business (CB)
Proposed: Transitional Infill Development (TID)

Current Use

Vacant Lot formerly the Lincolnton Police Department

Proposed Use

Morris Long is requesting a conditional district rezoning of 0.733 acres for the purpose of creating four duplex residential units



PROJECT AREA

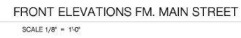


STREET VIEWS



- 4 - 2 unit buildings
- 4 units will front East Main Street and 4 units will face East Sycamore
- 2 bedroom/2.5 bathroom units
- 1 car rear loaded garage and three parking spaces per unit (ordinance only requires 2)
- Exterior will be a combination of brick and hardie board
- Each unit will have a side patio and a front porch
- Because this is a proposed rezoning to a conditional zoning district, if the request is approved, the property could only be used for the specified use in accordance with the approved site plan. Any major modification or change in use would require approval by the City Council through a public hearing process.





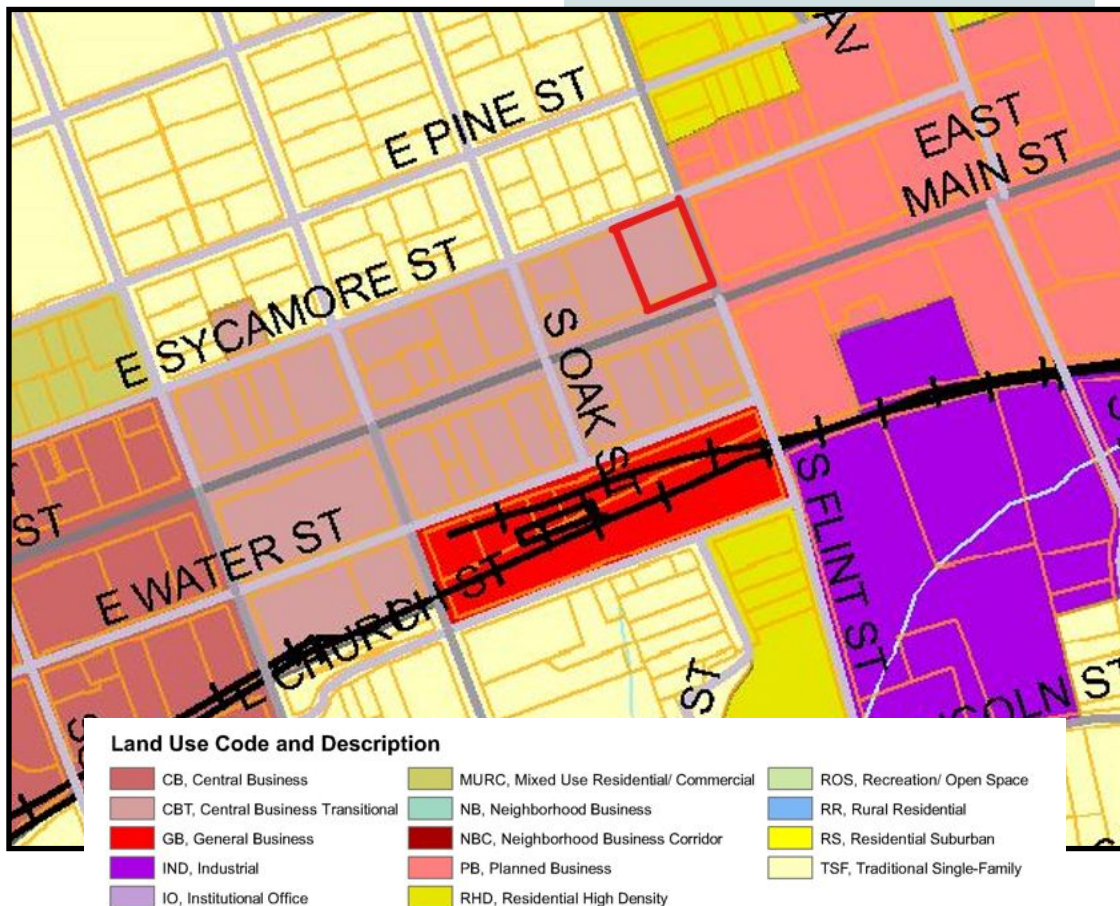


LAND USE PLAN COMPLIANCE

The Land Use Plan shows the property in the Central Business District Transitional Area. This planning area lies adjacent to Downtown Lincoln and, in many ways, is an extension of "downtown" with office and retail uses prevailing. The major factor that differentiates the two areas is off-street parking. While traditional "downtown" uses have little if any on-site parking, the CBD transitional planning area is meant to accommodate off-street parking in the rear yard only. Thus, the dense development pattern found in downtown Lincoln is modified somewhat in CBD Transitional planning area. Accordingly, the CBD Transitional planning area is an excellent venue for multi-family development where on-site off-street parking is of major concern.

The rezoning of the property to the Transitional Infill Development (TID) is consistent with the intent of the land use plan.

LAND USE PLAN



STAFF COMMENTS /CONDITIONS OF APPROVAL

Planning Department

- Building plans must be submitted to and approved by Lincoln County Inspections prior to development.
- Windows and doors must be similar to CB Design Code Standards for downtown buildings.
- Building design is to be generally consistent with the quality, character and fenestration portrayed in the renderings. Minor variations from the renderings that do not detract from the quality, character and fenestration may be permitted.
- Landscaping along the length of Sycamore where it is across from Single Family Dwellings. Use Street Landscaping Standards 4 small trees, 12 shrub per 100 linear feet

Fire

- The City Fire Inspector will need to review and approve all plans prior to development. For building height, ground to eave must be 30' or less. Building height of more than 30' would require the driveway width to be 26 feet.

Public Works

- Coordinate with the City Electric Department on electric meters and conduit.
- Coordinate with the City on trash pick up.
- Move mailboxes to an interior location to prevent residents from stopping on N. Flint Street to pick up mail.
- Sidewalks constructed to City of Lincoln specifications must be constructed along North Flint and East Sycamore. Schedule a pre-construction meeting prior to pouring sidewalks

STAFF COMMENTS /CONDITIONS OF APPROVAL CONT'D

City Water/Sewer

- Coordinate Water and Sewer with the City Utilities Department. Water should be run on Sycamore and Sewer on N. Flint.
- If units are rentals they will need a 2" master meter.

Electric

- Coordinate with electric on meter locations

Soil and Erosion

- Erosion control plans must be submitted to and approved by Lincoln County Soil and Erosion prior to development.

NC DOT

- NCDOT stated that with access only on North Flint St, they would not require a driveway permit. However they want to see the existing curb cuts along NC27, E Main St, be removed and curbing placed to match existing. This would be done through a 16.1A (Non-utility) encroachment agreement.

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

Case No. CZ-1-2023

Applicant: Morris Long

Parcel ID#: 00670

Location: Intersection of East Main and N. Flint Street

Request: Rezone from CBT to TID (CD) for the use of the property for 4 duplex units.

Proposed Consistency and Reasonableness Statement:

The Lincolnton Land Use Plan designates this property as part of the Central Business Planning Area. The proposed rezoning request **is consistent** with the Lincolnton Land Use Plan in the following ways:

- The CBD transitional planning area is meant to accommodate off-street parking in the rear yard only.
- The CBD Transitional planning area is an excellent venue for multi-family development where on-site off-street parking is of major concern.

- Encourage quality infill development. Build it so that it looks like it "fits in." Mixed-use type buildings are acceptable. Attract "people-oriented" uses (e.g., restaurants) downtown. Encouraging persons to live downtown Lincolnton is very much recommended.
- The City should continue its efforts to promote downtown living and also allow for additional and quality higher-density developments on the downtown periphery.

The proposed rezoning request **is reasonable** with the Lincolnton Land Use Plan in the following ways:

- The Land Use Plan strongly encourages residential development in the CBD Transitional Planning Area as a means of enhancing the vitality of downtown.

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-1-2023

Applicant: Morris Long

Parcel ID#: 00670

Location: Intersection of East Main and N. Flint Street

Request: Rezone from CBT to TID (CD) for the use of the property for 4 duplex units.

Proposed Consistency and Reasonableness Statement:

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

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

- However, the proposed use is not viewed as desirable in the area.

The proposed rezoning request **is not reasonable** with the Lincolnton Land Use Plan in the following ways:

- The change in zoning is not reasonable as it will create development that is not desirable. A mixed use development or commercial development would be better suited to this property.

Denial of the proposed amendment is reasonable and in the public interest.

STAFF RECOMMENDATIONS

PLANNING BOARD VOTE

Planning board voted 5-2 in favor of the project with the condition that the front facade of the units on Main Street be brick veneer as opposed to a combination of brick and hardie board.

STAFF RECOMMENDATION

Recommends the following actions:

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



Lincolnton NC

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Public Hearing Staff Analysis
CZ-3-2024

Lincoln Meadows Phase II

Parcel IDS 17645, 01047 and a portion of 01049

Zoning

Existing: R-15, R-8 and Residential Multi Family (RMF)

Proposed: Planned Residential Development (PRD)

Current Use

Vacant Land

Proposed Use

Phase II of Lincoln Meadows including a mix of single family dwellings and townhomes



PROJECT AREA



STREET VIEWS

View from Mallory Tai Drive



STREET VIEWS

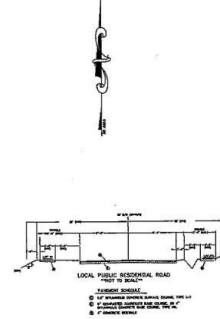
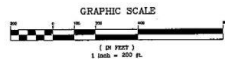
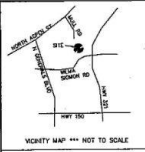
View from Mull Road



View from Wilma Sigmon Road



SITE INFO AND BACKGROUND



CURVE TABLE			
CURVE LENGTH	BEARING	CHORD	DELTA
1.0	90.00	1.00	90.00
2.0	90.00	2.00	90.00
3.0	90.00	3.00	90.00
4.0	90.00	4.00	90.00
5.0	90.00	5.00	90.00
6.0	90.00	6.00	90.00
7.0	90.00	7.00	90.00
8.0	90.00	8.00	90.00
9.0	90.00	9.00	90.00
10.0	90.00	10.00	90.00
11.0	90.00	11.00	90.00
12.0	90.00	12.00	90.00
13.0	90.00	13.00	90.00
14.0	90.00	14.00	90.00
15.0	90.00	15.00	90.00
16.0	90.00	16.00	90.00
17.0	90.00	17.00	90.00
18.0	90.00	18.00	90.00
19.0	90.00	19.00	90.00
20.0	90.00	20.00	90.00
21.0	90.00	21.00	90.00
22.0	90.00	22.00	90.00
23.0	90.00	23.00	90.00
24.0	90.00	24.00	90.00
25.0	90.00	25.00	90.00
26.0	90.00	26.00	90.00
27.0	90.00	27.00	90.00
28.0	90.00	28.00	90.00
29.0	90.00	29.00	90.00
30.0	90.00	30.00	90.00
31.0	90.00	31.00	90.00
32.0	90.00	32.00	90.00
33.0	90.00	33.00	90.00
34.0	90.00	34.00	90.00
35.0	90.00	35.00	90.00
36.0	90.00	36.00	90.00
37.0	90.00	37.00	90.00
38.0	90.00	38.00	90.00
39.0	90.00	39.00	90.00
40.0	90.00	40.00	90.00
41.0	90.00	41.00	90.00
42.0	90.00	42.00	90.00
43.0	90.00	43.00	90.00
44.0	90.00	44.00	90.00
45.0	90.00	45.00	90.00
46.0	90.00	46.00	90.00
47.0	90.00	47.00	90.00
48.0	90.00	48.00	90.00
49.0	90.00	49.00	90.00
50.0	90.00	50.00	90.00
51.0	90.00	51.00	90.00
52.0	90.00	52.00	90.00
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54.0	90.00	54.00	90.00
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67.0	90.00	67.00	90.00
68.0	90.00	68.00	90.00
69.0	90.00	69.00	90.00
70.0	90.00	70.00	90.00
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72.0	90.00	72.00	90.00
73.0	90.00	73.00	90.00
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75.0	90.00	75.00	90.00
76.0	90.00	76.00	90.00
77.0	90.00	77.00	90.00
78.0	90.00	78.00	90.00
79.0	90.00	79.00	90.00
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83.0	90.00	83.00	90.00
84.0	90.00	84.00	90.00
85.0	90.00	85.00	90.00
86.0	90.00	86.00	90.00
87.0	90.00	87.00	90.00
88.0	90.00	88.00	90.00
89.0	90.00	89.00	90.00
90.0	90.00	90.00	90.00

LINE	LENGTH	BEARING
1.0	1.00	90.00
2.0	2.00	90.00
3.0	3.00	90.00
4.0	4.00	90.00
5.0	5.00	90.00
6.0	6.00	90.00
7.0	7.00	90.00
8.0	8.00	90.00
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86.0	86.00	90.00
87.0	87.00	90.00
88.0	88.00	90.00
89.0	89.00	90.00
90.0	90.00	90.00

ENGINEER
DAVID C. DOWELL
STATE OF CALIFORNIA
LICENSE NO. 45678

SUBDIVISION
DATE PREPARED

REVISIONS

NO.	DATE	DESCRIPTION
1	10/1/2003	PRELIMINARY

SHEET
1 OF 1

JOB NUMBER
00-153

SCALE
HORIZ. = 200'
VERT. = 1" = 20'

PRELIMINARY PLAT
OF
LINCOLN MEADOWS SUBD.
CITY OF JARVISVILLE, KY.

OWNER
NORTHWEST CORRIDOR LLC
1000 WEST 10TH ST.
JARVISVILLE, KY 40301
(502) 885-0001

DESIGNER
DOWELL & CO., P.C.
1000 WEST 10TH ST.
JARVISVILLE, KY 40301
(502) 885-0001

2003 Overall plan for Phase I and II of Lincoln Meadows

- Staff report presented to City Council March 6, 2003, "if approved it is feasible that over 300 lots of single family dwellings, approximately 100 multi-family dwellings, and a small area of Neighborhood Business could be developed."
- Council approved the rezoning on March 6, 2003.
- 143 single family lots were developed in Phase I

SEI
Engineering Inc., Inc.
 18 North Main Road, Suite 200, Georgia 30308
 411 Columbia St., Suite 200, Georgia 30308
 Tel: 202-271-0000

- 
- SEI**
Engineering Inc., Inc.
 18 North Main Road, Suite 200, Georgia 30308
 411 Columbia St., Suite 200, Georgia 30308
 Tel: 770-271-1000



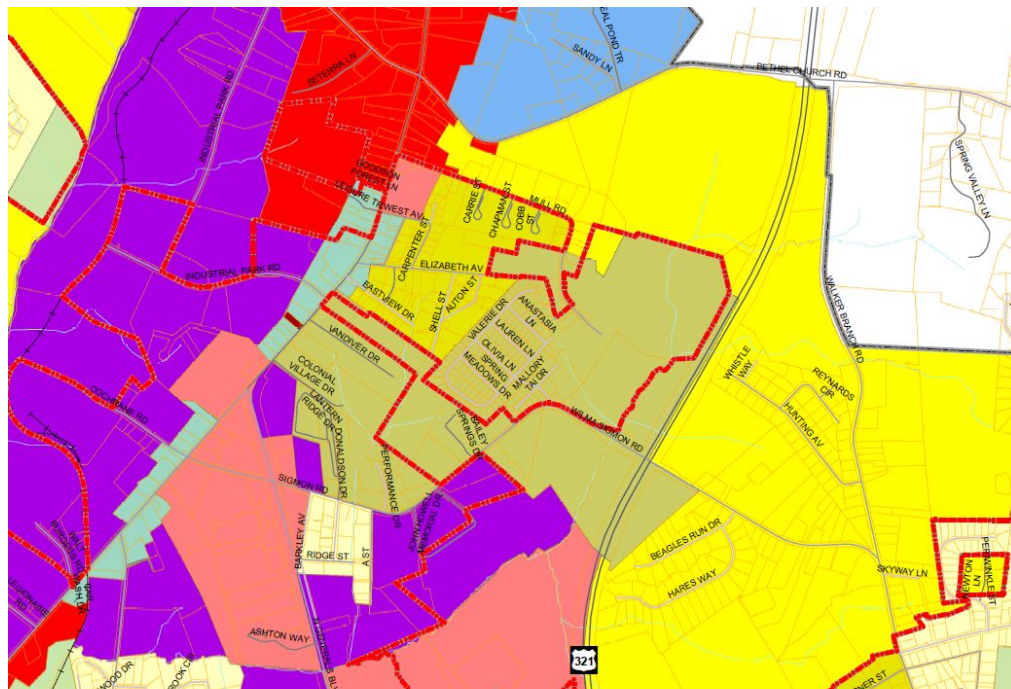
LAND USE PLAN COMPLIANCE

The land use plan shows the property in the mostly in the Neighborhood Business area with a portion in Mixed-Use Residential/Commercial 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."

Staff views this project as consistent with the Land Use Plan.

LAND USE PLAN



Land Use Code and Description

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

STAFF COMMENTS /CONDITIONS OF APPROVAL

Planning Department

- Detailed landscaping and screening plan (including screening, street trees, etc.) will need to be provided.
- Before final approval, an engineered plan meeting all requirements for planned residential development, major subdivision, and all UDO requirements must be submitted to and approved by staff. Detailed phasing of when units will be constructed must be shown on the plans.
- Construction entrance to be located on Mull Road.
- The HOA is responsible for ongoing maintenance of the detention ponds and will make any necessary repairs to the ponds to ensure their continued effectiveness. Ongoing maintenance is to be in accordance with NC DEQ Stormwater Standards. These standards include but are not limited to, scheduled visual structure inspections and yearly inspection report to be submitted to the City of Lincoln for review and compliance with the standards.
- All sides of the buildings are to include materials and design characteristics consistent with those on the front. Large expanses of blank walls will not be permitted.
- Building design is to be generally consistent with the quality, character, and fenestration portrayed in the renderings. Minor variations from the renderings that do not detract from the quality, character, and fenestration may be permitted.
- Building plans must be submitted to and approved by Lincoln County Inspections prior to development.

STAFF COMMENTS /CONDITIONS OF APPROVAL

Public Works

- Sidewalks on both sides of the street in the entire development as well as along both sides of Mallory Tai and Mull Road. Sidewalks constructed to City of Lincolnton specifications. Original approval included sidewalks in Phase I, this has not been completed. Complete sidewalks in Phase I as part of Phase II per the agreement
- Street trees are subject to NCDOT's Guidelines For Planting Within Highway Right-of-Way (should not be larger than 4 inch diameter).
- HOA will be responsible for maintaining private alleyways.

Utilities

- Detailed water and sewer plans will need to be submitted and approved by the City prior to development, (be sure to use the City of Lincolnton specs and NOT Lincoln County).
- The applicant will be responsible for making the utility connections.
- Developer will use commercially reasonable efforts to obtain utility easements across Wilma Sigmon to connect to existing public gravity sewer in order to prevent the need for a lift station. In the event Developer is unable to obtain the required easements at fair market value then the City will approve a lift station and Developer shall cover the costs of engineering, permitting and the construction of the lift station and force main.
- Developer to install electric service at their expense.

STAFF COMMENTS /CONDITIONS OF APPROVAL

Soil and Erosion

- Erosion control plans must be submitted to and approved by Lincoln County Soil and Erosion prior to development. A 404 and 401 permit approval will need to be submitted with the original erosion control plan packet. Civil plans are subject to review and approval by Lincoln County Natural Resources.
- Conversion plan for detention ponds needs to be included in final construction plans.
- Developer will need to submit copies of off-site easement permission letters as well as driveway permits from NCDOT and the City of Lincoln.

Fire

- The City Fire Inspector will need to review and approve all plans prior to development. Hydrant locations will need to be determined, no more than 400 feet between hydrants, Appendix D of the Fire Code will need to be met. Eight-inch minimum water line dedicated for fire hydrants.
- “No Parking” signs are required on internal streets, coordinate with the Fire Marshall on location and distance.

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

Case No. CZ-3-2024
Applicant: Olga Epple
Parcel ID#: 17645, 01047 and a portion of 01049
Location: Wilma Sigmon Road, Mull Road and Hwy 321
Request: Rezone from R-8, R-15 and RMF to PRD

Proposed Consistency and Reasonableness Statement:

The Lincolnton Land Use Plan designates this property as part of the Mixed Use Residential/Commercial. The proposed rezoning request **is consistent** with the Lincolnton Land Use Plan. The proposed development is consistent and reasonable with the Land Use Plan in the following ways:

- The site has access to city utilities with available capacity.
- Additional home ownership opportunities are provided.
- Additional housing type choices are provided.
- Additional lot sizes are provided.

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-3-2024
Applicant: Olga Epple
Parcel ID#: 17645, 01047 and a portion of 01049
Location: Wilma Sigmon Road, Mull Road and Hwy 321
Request: Rezone from R-8, R-15 and RMF to PRD

Proposed Consistency and Reasonableness Statement:

The Lincolnton Land Use Plan designates this property as part of the Mixed Use Residential/Commercial. The proposed rezoning request **is consistent** with the Lincolnton Land Use Plan. Additionally, 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 Vote

7-0 in favor of approval

Staff and Planning Board recommend the following action:

1. Recommend approval of rezoning of the property from R-8, R-15 and RMF to PRD
2. Approval of the statement of consistency for approval of the rezoning request
3. Zoning be effective upon receipt of signed conditions of approval



LINCOLNTON
AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council
Date: March 7, 2024
From: Jean Derby, Planning Director
Subject: Application from BBC Clark Creek LLC for Completion of Improvements for Clarks Creek Landing (Parcel ED 15415)

Summary:

Background:

Fiscal Impact:

Recommendation:

Attachments:

1. Surety Bond Packet



Applicant Name: BBC CLARK CREEK, LLC.

Applicant Address: 7224 JAMESON WAY, STANLET, N.C. , 28164

Applicant Phone Number: 704-607-5059

Property Owner Name: BBC CLARK CREEK, LLC.

Property Owner Address: 7224 JAMESON WAY, STANLEY, N.C. , 28164

Property Owner Phone Number: 704-607-5059

Project Name: CLARK CREEK

Describe the nature of the work being done:

NEW DEVELOPMENT.

188 Single Family Homes, 140 Townhomes, 1 Amenity Center, approximately 41.53 area
of common open space. New Development to be constructed in 2 phases.

Total linear feet of improvements: 86.907 acres

Company completing the work: PRESTIGE SITEWORKS, LLC.

Anticipated start date: 7-1-2023

Anticipated completion date: 4-30-2024 (PHASE 1)

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.

STEVEN BAILEY (President , BBC CLARK CREEK, LLC.)

Applicant's Signature

Date 1-9-24

AGREEMENT FOR COMPLETION OF IMPROVEMENTS
CITY OF LINCOLNTON

THIS AGREEMENT (the "Agreement") is made and entered into this 3rd day of JANUARY 2024, by and between BBC CLARK CREEK, LLC (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 CLARK CREEK, LLC., 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 1-3-2026 (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 1-3-2026 (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 CLARK CREEK 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 1-3-2026 (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:

7224 JAMESON WAY, STANLEY, NORTH CAROLINA, 28164

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, BBC Clark Creek, LLC (applicant), has caused this instrument to be signed by its President (title of person signing for applicant) and the City of Lincoln has caused this instrument to be signed in accordance with a resolution passed by the Lincoln City Council on the 3rd day of January, 2024.


Name and title (Developer/Property Owner)
Steven Bailey President

ATTEST:



NORTH CAROLINA
Lincoln COUNTY

I, Elizabeth A Brown, a Notary Public for said County and State, do hereby certify that Steven Bailey personally appeared before me this day and acknowledged that he/she is the President of BBC Clark Creek (developer/construction company/property owner).

Witness my hand and notarial seal, this 3 day of January, 2024.


Notary Public

My Commission Expires: 6/23/27

Elizabeth A Brown
NOTARY PUBLIC
Lincoln County
North Carolina
My Commission Expires June 23, 2027

City Manager

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: _____

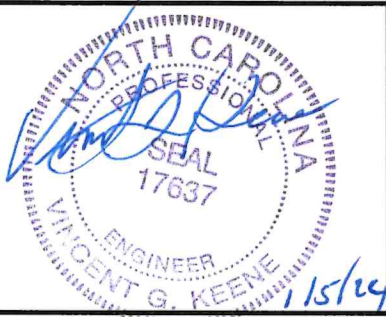
Date of Estimate

1/5/2024

Bond/Letter of Credit Cost Estimate



Project & Phase: Clark Creek Landing Phase I
 Company: Yarbrough-Williams & Houle, Inc.
 Engineer: Vincent G. Keene
 Address: P.O. Box 1198 Pineville, NC 28134
 Phone: 704-556-1990
 Email: vincek@y-wh.com



I, Vincent G. Keene, PE, a Registered Licensed Professional do hereby certify that I have personally supervised the measurement thereof and that the quantities expressed herein represent an accurate measurement of work to be completed on this project.

DESCRIPTION	QUANT.	UNIT	UNIT PRICE incl. Materials and Labor	TOTAL COST
Roadway				
1" Final Asphalt Surface Course	12,051	SY	\$12.10	\$145,817.10
5' Wide Sidewalk w/ ADA Ramps	50,280	SF	\$9.50	\$477,660.00
Drainage				
San. Sewer				
Site Work				
Miscellaneous Items				
Street Trees	205	EA	\$150.00	\$30,750.00
Other Project Specific Items Required (add as required)				

Construction Subtotal	\$654,227.10
Contingency - 25% (NC Statutes)	\$163,556.78
BOND TOTAL	\$817,783.88

Date of Estimate

1/5/2024

Bond/Letter of Credit Cost Estimate



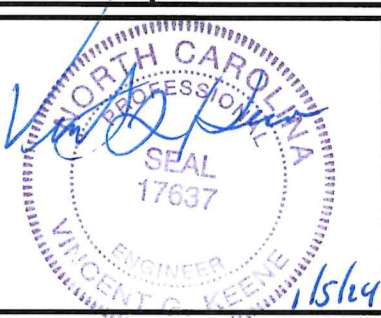
Project & Phase: Clark Creek Landing Phase 2

Company: Yarbrough-Williams & Houle, Inc.

Engineer: Vincent G. Keene

Address: P.O. Box 1198 Pineville, NC 28134

Phone: 704-556-1990

Email: vincek@y-wh.com

I, Vincent G. Keene, PE, a Registered Licensed Professional do hereby certify that I have personally supervised the measurement thereof and that the quantities expressed herein represent an accurate measurement of work to be completed on this project.

DESCRIPTION	QUANT.	UNIT	UNIT PRICE incl. Materials and Labor	TOTAL COST
Roadway				
1" Final Asphalt Surface Course	10,564	SY	\$12.10	\$127,824.40
5' Wide Sidewalk w/ ADA Ramps	42,100	SF	\$9.50	\$399,950.00
Drainage				
Site Work				
Miscellaneous Items				
Street Trees	179	EA	\$150.00	\$26,850.00
Other Project Specific Items Required (add as required)				
Construction Subtotal				\$554,624.40
Contingency - 25% (NC Statutes)				\$138,656.10
BOND TOTAL				\$693,280.50

Date of Estimate

1/5/2024

Bond/Letter of Credit Cost Estimate



Project & Phase: Clark Creek Landing Wet Pond Conversion

Company: Yarbrough-Williams & Houle, Inc.

Engineer: Vincent G. Keene

Address: P.O. Box 1198 Pineville, NC 28134

Phone: 704-556-1990

Email: vincek@y-wh.com

I, Vincent G. Keene, PE, a Registered Licensed Professional do hereby certify that I have personally supervised the measurement thereof and that the quantities expressed herein represent an accurate measurement of work to be completed on this project.

DESCRIPTION	QUANT.	UNIT	UNIT PRICE incl. Materials and Labor	TOTAL COST
Roadway				
Drainage				
Site Work				
Miscellaneous Items				
Wet Pond Conversion from Erosion Control Basin	1	LS	\$150,000.00	\$150,000.00
Other Project Specific Items Required (add as required)				
Construction Subtotal				\$150,000.00
Contingency - 25% (NC Statutes)				\$37,500.00
BOND TOTAL				\$187,500.00

Date of Estimate

1/5/2024

Bond/Letter of Credit Cost Estimate



Project & Phase: Clark Creek Landing - Offsite Sidewalk

Company: Yarbrough-Williams & Houle, Inc.

Engineer: Vincent G. Keene

Address: P.O. Box 1198 Pineville, NC 28134

Phone: 704-556-1990

Email: vincek@y-wh.com

I, Vincent G. Keene, PE, a Registered Licensed Professional do hereby certify that I have personally supervised the measurement thereof and that the quantities expressed herein represent an accurate measurement of work to be completed on this project.

DESCRIPTION	QUANT.	UNIT	UNIT PRICE incl. Materials and Labor	TOTAL COST
Roadway				
5' Wide Sidewalk on Startown Rd / Clark Creek Rd w/ ADA Ramps	10,764	SF	\$9.50	\$102,258.00
Drainage				
Site Work				
Miscellaneous Items				
Other Project Specific Items Required (add as required)				
Construction Subtotal				\$102,258.00
Contingency - 25% (NC Statutes)				\$25,564.50
BOND TOTAL				\$127,822.50

City of Lincolnton
P. O. Box 617
800 South Madison Street
Lincolnton, North Carolina
28093-0617



Parks and Recreation
Phone (704) 735-2671
FAX (704) 736-1662
www.lincolntonnc.org

TO: Ritchie Haynes, City Manager

FROM: Nathan Eurey, Public Services Director

SUBJECT: Consideration of Contract Agreement for Engineering Services for
Proposed City Park Improvements

Date: February 29, 2024

On February 9th, you and I met with representatives from McGill Associates, P.A. to discuss the City Park redevelopment project and moving into the design phase. McGill Associates, P.A. presented details of the design phase process, and their agreement for being hired for engineering design services.

As you know, McGill was contracted to complete the Comprehensive Parks and Recreation Master Plan study for the City and County. They were also contracted to conduct the Site Master Plan study for City Park, and to prepare a North Carolina PARTF grant application on behalf of the City. They not only have an understanding and knowledge of our needs and desires for City Park, but we have also established a good working relationship with their staff that will be working closely on this design phase.

I would like to seek City Council's approval to enter into an agreement with McGill Associates, P.A. for engineering design services. Please let me know if you have any questions concerning this request.

ATTACHMENT: AGREEMENT FOR ENGINEERING SERVICES

AGREEMENT FOR ENGINEERING SERVICES

This AGREEMENT, made and entered into this the _____ day of _____ 2024, by and between **CITY OF LINCOLNTON** (OWNER) and **McGill Associates, P.A.** (ENGINEER).

WHEREAS, the OWNER proposes to do certain work toward the accomplishment of the Project entitled **City Park Improvements** as generally described in Attachment "A" and

WHEREAS, the ENGINEER desires to render professional services in accordance with this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and benefits contained herein, it is hereby mutually understood and agreed as follows:

SECTION 1 - GENERAL SERVICES

The ENGINEER shall:

- 1.1. The ENGINEER shall, as directed by the OWNER, provide professional engineering services for the OWNER in the first phase of the Project; serve as OWNER's professional engineering representative for the Project; and provide professional consultation and advice to OWNER during the performance of the services hereunder.
- 1.2. The ENGINEER shall provide all personnel required in performing the Project unless otherwise provided herein. Such personnel shall not be employees of or have any contractual relationship with the OWNER. All services rendered hereunder shall be performed by the ENGINEER or under his supervision and all personnel engaged in the Project shall be fully qualified under North Carolina law to perform such services.
- 1.3. The ENGINEER shall obtain and furnish, or cause to be obtained and furnished, approvals and permits from all governmental authorities having jurisdiction over the Project, unless otherwise agreed to herein.
- 1.4. The ENGINEER shall seek and obtain authorization from the OWNER or the OWNER's assignee before proceeding with the Project, or before performing any Additional Services as described in Section 3, or before performing any other services which would not be included in the fee for Basic Services set forth in Section 6 hereof, subject to OWNER's right to terminate as herein provided.
- 1.5. The ENGINEER shall comply with all existing federal, state and local laws and regulations regarding equal employment opportunity. The ENGINEER is further obligated to include all requirements hereunder in any subcontract written by him in association with this Agreement.

SECTION 2 - BASIC SERVICES

2.1 DESIGN PHASE

- 2.1.1 Meet with OWNER for the purpose of establishing communication lines, meet project team members, define project schedules, and gather initial data.
- 2.1.2 Complete an initial site investigation with the design team to review base survey information, existing site features, etc.
- 2.1.3 Provide photogrammetry of the project area to include above ground, visible planimetric features and a digital terrain model suitable for producing a one foot contour interval.
- 2.1.4 Establish geodetic survey control tied to NAD83(2011) for field mapping efforts. Perform field surveying to locate planimetric and topographic features, property boundary, and location of utilities.
- 2.1.5 Contact NC One Call and request utility locations for the project area along Aspen Street and locate the utilities as marked by representatives of the respective utilities. Please be aware, NC One Call utility representatives are likely to locate only those underground utilities within the right-of-way of the roadway. NC One Call utility representatives will not locate underground utilities on private property. If there is a need for underground utility mapping across portions of the site that are outside of the road right-of-way, a quote from a private utility locator can be provided.
- 2.1.6 Prepare **Schematic Design Documents** to include the following:
 - A. Driveway, parking, restroom/concession facility, prefabricated picnic shelter, landscaping, and supporting infrastructure. Water service will be provided by public waterline off Aspen Street and sewer service for restroom/concession facility will be provided by onsite utilities.
 - B. Park amenities include walking trails, one (1) multipurpose fields, bicycle pump track, and a playground.
- 2.1.7 Prepare an opinion of probable cost for the OWNER to review.
- 2.1.8 Review Schematic Design Documents with OWNER.
- 2.1.9 Address comments from OWNER and prepare Design Development Documents, including grading, drainage, erosion control, landscaping, architectural, and engineering drawings.
- 2.1.10 Prepare complete bid documents, contract documents, technical specifications and construction drawings to detail the character and scope of the work.
- 2.1.11 Review design documents with OWNER for comments and approval prior to bidding.

- 2.1.12 Submit design documents to the appropriate agencies for review and permitting. Address any comments received.
- 2.1.13 Perform an internal quality control and constructability review of the project.
- 2.1.14 Furnish up to two (2) hard copies of the final design documents to the OWNER.

2.2 BIDDING AND AWARD PHASE

- 2.2.1 Assist the OWNER in advertising, receiving, opening and evaluating bids.
- 2.2.2 Consult with and advise the OWNER as to the acceptability of contractors and subcontractors and make recommendations as to the lowest, responsive, responsible bidder.
- 2.2.3 Assist the OWNER in the final preparation and execution of construction contracts and in checking Performance and Payment Bonds and Insurance Certificates for compliance.

SECTION 3 - ADDITIONAL SERVICES

If authorized by the OWNER, the ENGINEER will furnish or obtain from others additional services of the following types, which are not considered Basic Services under this Agreement.

- 3.1 Additional services resulting from significant changes in general scope of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction. The ENGINEER and OWNER agree that time is of the essence in order to meet funding application deadlines. As such, the OWNER may initiate minor changes in the project scope to be incorporated by the ENGINEER, subsequent to the permit submittals, as not to impede progress toward the funding application deadlines. No work on any such changes shall occur by the ENGINEER unless preapproved by the OWNER. Revising previously approved studies, reports, design documents, drawings or specifications, when such revisions are due to causes beyond the control of the ENGINEER.
- 3.2 Preparing documents for alternate bids requested by the OWNER for work, which is not executed, or documents for out-of-sequence work other than agreed upon in the Planning Phase.
- 3.3 Providing construction phase services. The OWNER and ENGINEER recognize that construction phase services will be necessary, however, scope of those services will be dependent upon funding and phasing. Therefore, construction phase services will be added to this agreement scope at a later time.
- 3.4 Providing geotechnical and subsurface investigations, archeological surveys and any other environmental site surveys necessary for the construction of the project.
- 3.5 Preparing to serve or serving as a witness for the OWNER in any litigation, condemnation or other legal or administrative proceeding involving the Project.

- 3.6 Additional services in connection with the Project, including services normally furnished by OWNER and services not otherwise included in this Agreement.
- 3.7 Additional services in connection with administering project funding.
- 3.8 Preparing easement maps or plats.
- 3.9 Soliciting bids for elements to be supplied by OWNER.
- 3.10 Preparing design of retaining walls or other vertical construction components and/or associated certification if required, other than any specifically provided in scope of services.
- 3.11 Preparing transportation studies, traffic improvements to Aspen Street and/or offsite roadway design.
- 3.12 Offsite engineering for water supply, utilities, and drainage.
- 3.13 Preparation of recombination plat.
- 3.14 Permitting that may become necessary due to wetland or jurisdictional stream impacts.

SECTION 4 - OWNERS RESPONSIBILITIES

The OWNER shall:

- 4.1 Provide full information as to the requirements for the Project.
- 4.2 Assist the ENGINEER by placing at his disposal in a timely manner all available information pertinent to the Project including previous documents and any other data relative to the evaluation, design, and construction of the Project.
- 4.3 Designate a person to act as OWNER's representative with respect to the work to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions pertinent to the services in this Agreement.
- 4.4 Guarantee access to and make all provisions for the ENGINEER to enter upon public and private property as required for the ENGINEER to perform the services under this Agreement, provided the same does not unreasonably interfere with the operation of the existing facilities.
- 4.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by the ENGINEER and render decisions and comments pertaining thereto within a reasonable time so as not to delay the services of the ENGINEER.
- 4.6 Obtain any right-of-way easements from public bodies, entities or persons necessary for satisfactory construction of the Project.
- 4.7 Obtain any subsurface geotechnical investigations or other types of testing and analysis needed for the Project.
- 4.8 Pay for permit fees, and all costs incidental to advertising for bids, and receiving bids or proposals from licensed Contractors.
- 4.9 Provide such legal, accounting and insurance counseling services as may be required for the Project, and such auditing services as may be required to ascertain how or for what purpose any Contractor will or has used the monies paid to him under the construction contract.
- 4.10 Give prompt notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the Project.
- 4.11 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project, subject to the obligations of the ENGINEER outlined in Section 1.3 of this Agreement.
- 4.12 Furnish, or direct the ENGINEER to provide necessary Additional Services as stipulated in Section 3 of this Agreement or other services as required.
- 4.13 Bear all costs incident to compliance with the requirements of this Section 4, except where Contractor will assume responsibility for the same.

SECTION 5 - PERIOD OF SERVICES

- 5.1 Unless this Agreement has been terminated as provided in paragraph 7.1, the ENGINEER will be obligated to render services hereunder for a period, which may reasonably be required for the services described herein. The ENGINEER may decline to render further services hereunder if the OWNER fails to give prompt approval of the various phases as outlined. Upon receiving a written authorization to proceed, the ENGINEER shall provide the OWNER with a written schedule of completion for the services so authorized.
- 5.2 If the Project is delayed significantly for reasons beyond the ENGINEER's control, the various rates of compensation provided for elsewhere in this Agreement shall be subject to renegotiation.

SECTION 6 - PAYMENT TO THE ENGINEER

6.1 PAYMENT FOR BASIC SERVICES

- 6.1.1 The OWNER agrees to pay the ENGINEER for Basic Services as outlined in Section 2 of the following lump sum fees, inclusive of all reimbursable expenditures.

Design Phase Services **\$260,000.00**

Bidding and Award Phase Services (Per Bid Cycle) **\$12,000.00**

6.2 PAYMENT FOR ADDITIONAL SERVICES

- 6.2.1 The OWNER will pay the ENGINEER for Additional Services as outlined in Section 3 an amount based on actual time spent and expenses incurred by principals and employees of the ENGINEER assigned to the Project in accordance with the attached ENGINEER's standard rate and fee schedule Attachment "B", which is subject to update on an annual basis.

6.3 TIMES OF PAYMENT

- 6.3.1 The OWNER will make prompt monthly payments in response to the ENGINEER's monthly statements for services rendered under this Agreement.

6.4 GENERAL

- 6.4.1 If the OWNER fails to make any payment due the ENGINEER on account of his services and expenses within sixty days after receipt of the ENGINEER's bill therefor, the ENGINEER may, after giving seven days written notice to the OWNER, suspend services under this Agreement until he has been paid in full all amounts due him on account of his services and expenses.
- 6.4.2 If the Agreement is terminated at the completion of any phase of the Basic Services called for under Section 2, progress payment to be made to the ENGINEER on account of services rendered shall constitute total payment for services rendered. If this Agreement is terminated during any phase of the Basic Services, the ENGINEER shall be paid for services rendered on the basis of a reasonable estimate of the portion of such phase completed prior to termination. In the event of any termination, the ENGINEER will be paid for all his reasonable expenses resulting from such termination, and for unpaid reimbursable expenses.
- 6.4.3 If, prior to termination of this Agreement, any work designed or specified by the ENGINEER, under Section 2, is suspended in whole or in part for more than three months or is abandoned, after written notice from the OWNER, the ENGINEER shall be paid for services performed prior to receipt of such notice from the OWNER as provided in paragraph 6.4.2 for termination during any phase of his service.

SECTION 7 - GENERAL CONDITIONS

7.1 TERMINATION

- 7.1.1 In the event that the OWNER finds that it is inadvisable or impossible to continue the execution of the Project; or if the ENGINEER shall fail to fulfill in a timely and proper manner his obligations under this Agreement; or, if the ENGINEER shall violate any of the covenants, agreements, or stipulations of this Agreement; or if the services called for in this Agreement are not completed within the time period specified under Section 5, or if the ENGINEER becomes subject to a voluntary or involuntary adjudication of bankruptcy or makes a general assignment for the benefit of creditors; then the OWNER has the right to terminate at any time this Agreement or any task or phase of work being performed herein by providing fifteen (15) days written notice to the ENGINEER of such termination and specifying the effective date of such termination; provided, however, that during such period of fifteen (15) days the ENGINEER shall have the opportunity to remedy such failures or violations to avoid such termination.
- 7.1.1 In the event of termination, as provided herein, the ENGINEER shall be paid for all services performed and actual expenses incurred up to the date of termination pursuant to Section 6.4.2 herein.

7.2 OWNERSHIP OF DOCUMENTS

- 7.2.1 All documents, including original drawings, estimates, specifications, field notes and data are and remain the property of the ENGINEER as instruments of service. After the ENGINEER has been paid in full, the OWNER shall be provided a set of reproducible record prints of drawings, and copies of other documents, in consideration of which the OWNER will use them solely in connection with the Project, and not for resale. Re-use for extension of the Project, or for new projects shall require written permission of the ENGINEER, which permission shall not be unreasonably withheld, and shall entitle him to further reasonable compensation at a rate to be agreed upon by OWNER and ENGINEER at the time of such re-use.

7.3 OPINIONS OF PROBABLE COSTS

- 7.3.1 Since the ENGINEER has no control over the cost of labor, materials, or equipment, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, the opinions of probable costs for the Project provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but the ENGINEER cannot and does not guarantee that proposals, bids or the Project construction cost will not vary from opinions of probable costs prepared by him.
- 7.3.2 If the lowest bona fide proposal or bid exceeds the established Project construction cost limit, the OWNER will (1) give written approval to increase such cost limit, or (2) authorize negotiating or rebidding the project within a reasonable time. The providing of such service shall be the limit of the ENGINEER's responsibility in this

regard and having done so, the ENGINEER shall be entitled to payment for his services in accordance with this Agreement.

7.1 INSURANCE AND CLAIMS

The ENGINEER will secure and maintain such insurance as will protect him from claims under workmen's compensation acts, claims for damages because of bodily injury including personal injury, sickness, or disease, or death of any of his employees or of any person other than his employees, and from claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom. Said insurance policy or policies shall be written by a company or companies and in a form and substance approved by the OWNER prior to the policies being put into effect and shall be in an amount not less than one million dollars (\$1,000,000).

7.2 SUCCESSORS AND ASSIGNS

The OWNER and the ENGINEER each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the OWNER nor the ENGINEER will assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the OWNER and the ENGINEER.

7.3 CHOICE OF LAW

This AGREEMENT shall be governed by, construed, and enforced in accordance with the laws of the State of North Carolina and any and all disputes arising out of, or in relation to this AGREEMENT, its negotiation, performance and termination shall be adjudicated in a court of competent jurisdiction located in Catawba County, North Carolina.

7.4 INDEMNIFICATION

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

7.5 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented or modified by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

McGILL ASSOCIATES, P.A.

By: _____
Douglas G Chapman, PE
Vice President / Hickory Office Manager

(SEAL)

CITY OF LINCOLNTON

ATTEST: _____

By: _____
Richard Haynes
City Manager

PRE-AUDIT CERTIFICATION:

THIS INSTRUMENT has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act as amended.

By: _____
Pamela McBryde, Finance Director
City of Lincolnton

APPROVED AS TO LEGAL FORM:

By: _____

City Attorney

ATTACHMENT "A"
PROJECT UNDERSTANDING
CITY PARK

The City of Lincolnton desires to redevelop City Park located off North Aspen Street in Lincolnton, North Carolina. The site contains approximately 19 acres and is primarily a mixture of open meadow and wooded areas.

The project understanding is based upon the PARTF Application Exhibit prepared by McGill and dated March 10, 2023. This phase of the project is planned to include an asphalt paved multi-use trail, concrete sidewalks, playground structure, one (1) multi-purpose field, restroom building, bicycle pump course, six (6) pickleball courts, large shelter, parking area, entrance road, utilities, and appurtenances. It is anticipated that the project will be funded by a combination of NC Park and Recreation Trust Fund grant and local monies. It is assumed electrical, sewer, and water systems will be provided by local utility providers. This project will bid as one project (one Contractor) with all facilities, equipment and appurtenances included.

ATTACHMENT "B"

FEE SCHEDULE

McGill's Hourly Rates

Professional Fees	I	II	III	IV
Senior Principal	\$270			
Principal – Regional Manager – Director	\$230	\$235	\$250	\$260
Practice Area Leader	\$200	\$215	\$230	\$240
Senior Project Manager	\$210	\$225	\$230	\$235
Project Manager	\$180	\$195	\$200	\$205
Project Engineer	\$140	\$150	\$165	\$175
Engineering Associate	\$120	\$125	\$130	\$135
Planner – Consultant – Designer	\$125	\$140	\$160	\$175
Engineering Technician – GIS Analyst	\$115	\$125	\$135	\$145
CAD Operator	\$90	\$100	\$110	\$115
Construction Services Manager	\$150	\$160	\$175	\$195
Construction Administrator	\$110	\$125	\$135	\$145
Financial Services Manager	\$135	\$145	\$155	\$165
Grant Administrator	\$120	\$135	\$145	\$155
Construction Field Representatives	\$95	\$110	\$115	\$125
Environmental Specialist	\$95	\$105	\$110	\$115
Administrative Assistant	\$80	\$85	\$95	\$110

Expenses

- Mileage – \$0.70/mile
- Flow Monitoring Equipment:
 - Pressure Flow Meter- \$400/week
 - Gravity Flow Meter - \$1,000/deployment
- Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.

Associated Services

Associated services required by the project such as soil analysis, materials testing, etc., shall be at cost plus fifteen (15) percent.



January 25, 2024

Richie Haynes
City of Lincolnton
P.O. Box 617
Lincolnton, NC 28093

Dear Mr. Haynes:

Thank you for your continued interest.

Enclosed please find a display proposal and contract for your review. Keep in mind that the enclosed proposal represents a complete turnkey display. Pyro Shows East Coast will supply all material, qualified technicians and 10 million dollars liability insurance coverage. In addition, we will work with the local authorities to secure required discharge permit.

The proposed display will contain all Large Caliber shells for the Main Body of the display with the Grand Finale to include both 3-inch and 4-inch shells.

If the proposed display meets your approval, please return the enclosed contract to secure your upcoming event.

If you should have any questions, do not hesitate to contact me at 1-800-238-5114 or j.matthews@pyroshows.com

It was a pleasure to meet you and I look forward to the opportunity to continue to be of service.

Sincerely,

Joel Matthews
Show Director

City of Lincolnton
July 4th, 2024
\$17,000.00 Proposal Synopsis

Opening

3 – 3” Silver Titanium Salutes with Rising Tails

Body

135 – 4” Caliber Shells

147 – 5” Caliber Shells

Grand Finale

40 – 3" Assorted Color Dahlia & Crown Shells

40 – 3" Variegated Color Peony & Chrysanthemum Shells

40 – 3" Silver Titanium Salutes with Rising Silver Tails

63 – 4” Variegated Color Peony & Chrysanthemum Shells

Suggested Duration: 15 to 17 minutes

PYRO SHOWS EAST COAST, INC.
Contract Agreement

This Agreement made on Jan 26, 2024 by and between PYRO SHOWS EAST COAST INC., a South Carolina Corporation, whose address is 4625 Catawba River Road, Catawba, South Carolina 29704, and hereinafter referred to as "PYRO SHOWS" and CITY OF LINCOLNTON with its principal place of business located at P.O. BOX 617 LINCOLNTON, NC 28093 hereinafter referred to as "Customer".

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

- I. **FIREWORKS DISPLAY:** PYRO SHOWS agrees to furnish to Customer a fireworks display, hereinafter referred to as "Show", pursuant to the project/sales order # **24 NC 07-04-C-17000-000094** dated **Jan 26, 2024**. The Show will be given on **July 4, 2024**. Rain date/postponement date: **No Rain Date Selected 0, 0**
- II. **TARIFF PROVISION:** Because our pyrotechnics are products which are primarily imported into the U.S., PYRO SHOWS is legally responsible for payment of any applicable tariffs (a border tax imposed on the buyer) for pyrotechnics. From the date of execution of the contract herein, in the event of additional cost due to increased price of product as imposed by manufacturer and/or tariffs levied for imported products. Available options are as follows: Customer may opt to increase their budget to absorb tariff - OR - Customer may maintain the current budget of their show with a corresponding reduction in the amount of product included in their show. Should Customer elect to defer, modify, or cancel Show, Customer shall notify Pyro Shows no less than ninety (90) days prior to Show date to cancel or reduce the size of show.
- III. **CANCELLATION:** PYRO SHOWS shall determine what weather conditions prohibit PYRO SHOWS from proceeding with the Show; in which case, PYRO SHOWS agrees to present the Show on the following day or previously agreed upon postponement date. In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the show on subsequent occasion to include labor, lodging, per diem, etc.; in no event shall these additional expenses be less than ten percent (10%) of the contracted price of the Show. In the event the Show must be RESCHEDULED to a mutually agreed upon date other than the previously agreed upon rain date, in addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these expenses be less than thirty percent (30%) of the contracted price of the Show. Should Customer elect to CANCEL the Show for any reason, Customer must provide PYRO SHOWS with a thirty (30) days' written notice by certified mail, return receipt, to PYRO SHOWS' address as set forth above. Customer agrees that PYRO SHOWS shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay PYRO SHOWS fifty (50%) of the total contract price for the show as liquidated damages for cancellation due to the fault of the Customer.
- IV. **SECURITY AREA:** Customer agrees to furnish sufficient space for PYRO SHOWS to properly conduct the Show as determined by NFPA 1123-2014 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by PYRO SHOWS from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employees of PYRO SHOWS or persons specifically designated in writing by the sponsor or the Authority Having Jurisdiction (AHJ), and submitted and approved, to PYRO SHOWS prior to the event. Any expenses for security or stand-by fire protection shall be the responsibility of the Customer.
- V. **SITE CLEANUP:** PYRO SHOWS shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Customer shall be responsible for cleanup of debris located in and around fallout zone.
- VI. **INDEMNIFICATION AND HOLD HARMLESS:** Customer agrees to hold PYRO SHOWS harmless from any damages caused to Customer which result as a consequence of unauthorized persons entering the Security Area. Furthermore, Customer agrees to defend and indemnify PYRO SHOWS from any and all claims brought against PYRO SHOWS for damages caused wholly or in part by Unauthorized Person who have entered the Security Area.
- VII. **AMENDMENT & ASSIGNMENT:** This agreement is deemed personal and confidential to Customer, his heirs, executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of PYRO SHOWS.

PYRO SHOWS EAST COAST, INC.
Contract Agreement

- VIII. COMPLIANCE WITH THE LAWS AND REGULATIONS:** Promptly upon the execution of this Agreement, Customer shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. Customer agrees to indemnify and hold harmless PYRO SHOWS from against all claims, suits, and causes of action, demands, penalties, losses or damages which may arise or accrue because of the failure or neglect of customer to obtain such approval. This Agreement is made expressly subject to and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.
- IX. PERMITS AND LICENSES:** PYRO SHOWS shall process the necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. It is hereby stipulated that this Agreement is to be construed and governed by the laws of the State of South Carolina, and any suit involving this contract shall be brought in the Courts of York County in the State of South Carolina, and the Customer hereby submits itself to the jurisdiction of said Courts and waives its rights to proceed against PYRO SHOWS in and other actions, in any other jurisdiction. For Shows that include licensed music accompaniment, Customer agrees to verify with their organization, venue, sponsor, and/or municipality, the permission to simulcast music and agrees to pay any and all fees associated with the broadcast of said music in the public environment of the Show.
- X. LATE PAYMENT:** PYRO SHOWS shall charge, and Customer agrees to pay, one and one half percent (1 1/2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XIV, unless this provision is prohibited by law.
- XI. ADVERTISEMENT AND PROMOTIONS:** Customer agrees that when promoting fireworks performed by PYRO SHOWS, Customer will name PYRO SHOWS as the fireworks provider in promotional advertising media. Customer agrees to allow PYRO SHOWS to use Customer's name as Customer.
- XII. COMPLAINTS:** In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days after the date of the Show. In the event that Customer fails to register any complaint in the time and in the manner specified, Customer agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to PYRO SHOWS hereunder on account of or because of such complaint or any matter arising from, relating to or a consequence of the complaint. Furthermore, Customer agrees that should PYRO SHOWS have to collect any amount due PYRO SHOWS hereunder which Customer claims as an offset or which is withheld by Customer on account of, or because of, a complaint not registered with PYRO SHOWS in the time and in the manner specified herein, by law or through an Attorney-at-Law, PYRO SHOWS shall be entitled to collect attorneys' fees in the amount of 15% of the amount owing PYRO SHOWS or the maximum amount allowed by law, whichever is greater, along with all cost of collection.
- XIII. INSURANCE:** Pyro Shows will provide General Liability Insurance and Automobile Liability in the amount of \$10,000,000.00, combined single limit, covering its activities and services in connection with the show described in this contract. Pyro Shows also agrees to include Customer as additional Insured under the terms of this coverage. Pyro Shows, Inc. will provide a Certificate of Insurance. All entities listed on the certificate will be deemed an additional Insured per this contract.
- XIV. PAYMENT TERMS:** CITY OF LINCOLNTON shall pay PYRO SHOWS \$ 17,000.00 plus applicable taxes in the amount of \$ 0.00 for a grand total of \$ 17,000.00 according to the terms and conditions set forth for presenting the Show. Customer shall submit a 50% deposit (\$ 8,500.00) upon return of signed contract by March 26, 2024. Balance will be due in the PYRO SHOWS office upon Customer's receipt of invoice.

TAXES: Customer shall be responsible for all applicable sales taxes.

PYRO SHOWS EAST COAST, INC.
Contract Agreement

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

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

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

PYRO SHOWS EAST COAST, INC.

BY: _____
Jesse D. Salvesson, President

DATE: _____

CUSTOMER

BY: _____ DATE: _____
Signature Printed Name Title

WARRANTY EXCLUSIONS

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

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

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



LINCOLNTON
AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council
Date: March 7, 2024
From: Ritchie Haynes, City Manager
Subject: City Manager's Update/Activity Report

Summary:

Background:

Fiscal Impact:

Recommendation:

Attachments:

None