

REGULAR MEETING – MARCH 7, 2024

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

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

Councilmember Christian Poinsette made a motion to approve items listed under the *CONSENT AGENDA* as follows:

- Approved the Minutes from the February 1, 2024 Regular Meeting
- Lincoln County Tax Department – Requests for Refunds and Releases period ending 02-15-2024
- Proclamation – “Woman Up 2024” held in conjunction with International Women’s Day” – March 8, 2024

Members voted 4-0 in favor of the motion.

SPECIAL PRESENTATION

Chief Brain Greene and Major Dwayne McAllister presented Officer Steven Roper with his Advance Certificate, one of two professional certificates that is awarded by the North Carolina Training and Standards, with the Advance certificate being the highest honor. Chief spoke to the experience, education and training needed to earn the certificate, as well as to what an honor it was to make the presentation. On behalf of the City Council, Mayor Ed Hatley congratulated Officer Roper, expressing how pleased he is to have him with the department.

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PUBLIC COMMENT

Two individuals requested to speak during the Public Comment portion of the meeting. Mr. Alan Hoyle spoke concerning the number of illegals in US and being proactive addressing the problem in the city.

Mr. Steve Peeler addressed Council regarding the recent re-evaluation of property and what that did to his tax bills. Mr. Peeler made reference to the recent decrease in the tax rate for the residents but ended by saying that was not enough.

PUBLIC HEARINGS

In response to Mayor Hatley's question regarding the amount of time to allow for each person to speak, there was a consensus among council members to allow each one two (2) minutes.

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

Mayor Ed Hatley opened the public hearing, allowing City Manager Ritchie Haynes, Police and Chief Brian Greene, as well as Mr. Tommy Huskey and Taylor Eddy, representing the Downtown Development Association (DDA).

City Manager Ritchie Haynes began, by thanking several people/groups for their involvement and assistance in the process. He focused mainly on the maintenance plan and briefly reviewed conversations with individuals from other cities. He explained that the district itself will be managed by the DDA, with the management team including two representatives from the DDA, the Lincolnton Mayor, the Lincolnton City Manager and the Police Chief. Mr. Haynes gave an overview of what the committee was proposing (the aforementioned information is attached and made part of these minutes), noting that the social district will not be in operation when city sponsored events and/or other Signature events are scheduled and that the plan and map may be amended at any time by the city at its discretion. Mr. Haynes spoke to the proposed day's and times, the proposed map, the required signage and trash cans that will need to be available. He ended by sharing data and statistics from other surrounding cities and towns that currently have a social district.

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Chief Brian Greene, who was tasked with researching the law enforcement side of this proposed social district, reported that he reached out to forty-eight (48) different police departments, with four (4) main questions and has received thirty-five (35) responses. Out of the responses, there was no negative received. They reported no increase in crime in the social district, there has been no increase in personnel because of the social district. Although there are admittedly issues with the homeless and vagrants, most reported no increased issues with the homeless and vagrants in the social district. Chief Greene shared other information gathered as a result of talking with a number of police chiefs from surrounding cities and towns. In response to a question from Councilmember Tipton, Chief Greene reminded that no additional officers will be hired but the department will, as much as possible, provide enforcement in the Social District. Both Councilmember Jetton and Councilmember Tipton gave statements voicing their concern with making this change to Lincoln's downtown.

Mr. Tommy Husky and Taylor Eaddy with the Downtown Development Association addressed the council, both providing research and facts regarding Social Districts and how they can benefit downtown. Mr. Husky provided background information on Social Districts and the driving force behind them. Ms. Eaddy shared some of the economic development opportunities that social districts can provide.

Mayor Hatley opened the meeting up for public comment. A total of thirty-five individuals signed up to speak to the item, some in favor, and some against. There was a consensus among members to allow each speaker two (2) minutes to voice their opinion. There were also a number of petitions submitted that contained the names of those opposed to the creation of a Social District.

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

Councilmember Roby Jetton made a motion to deny the request. Members voted 2-2 in favor of the motion with Jetton and Tipton voting in favor and Demeny and Poinsette voting against. Mayor Hatley broke the tie by voting against the motion to deny. City Clerk Daphne Ingram confirmed that the motion to deny failed 3-2.

Councilmember Christine Poinsette made a motion to approve the Social District from Thursday – Saturday and review again in six (6) months. A lot of discussion was generated regarding days and times to be allowed.

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Councilmember Demeny asked for a point of clarification regarding what will happen at the end of the six months. Mayor Hatley expressed his objection to Sunday being a part of the allowable days and his opinion on limiting the timeframe allowed but pointed out that his affirmation to Councilmember Poinsette's motion. Councilmember Jetton also asked for clarification on the motion. City Manager Ritchie Haynes reminded Council of their authority to amend the ordinance as they see fit, whenever they see fit. Councilmember Poinsette restated her motion, clarifying the days being Thursday – Saturday, 11:00 a.m. to 11 p.m. Mayor Ed Hatley repeated the motion to approved the Social District Thursday – Saturday, 11:00 a.m. to 11:00 p.m. and review in six months. Members voted 2-2 with Demeny and Poinsette voting in favor and Tipton and Jetton voting against. Breaking the tie, Mayor Ed Hatley voted in favor of the motion. Motion passed 3-2.

CZ-13-23

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)

Mayor Ed Hatley opened the public hearing recognizing Jean Derby, Planning Director, to speak to the item.

Ms. Derby reminded council that item was heard in January and was tabled to get additional information. She reviewed the existing zoning and the proposed zoning and the proposed use. Ms. Derby provided an aerial view of the property, as well as street views and an overview of the property. She went over the site plan and the floor plan. She reminded council members that the units will be ADA compliant, that there will be a property manager and that the units will be for working individuals and families that are at or under the poverty level with proof of income and employment. Ms. Derby advised that the Land Use Plan would need to be amended to the residential high density planning area. She did not review the staff comments and conditions of approval since that was done at the January meeting, but she did remind members that a statement of consistency and reasonableness would need to be adopted whether approved or denied.

A number of individuals were in attendance in support of the project. Alisha Friday addressed council requesting approval of the rezoning. She spoke to working with her “team” to answer the questions members had and offer to answer any additional questions. Some discussion was generated among

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council, staff and the applicants. Attorney Rob Brown informed that he will be working with the group on the project. Mr. Brown spoke to the question of the restrictive covenants for the project, and several things that he will be handling on the legal side. There were three individuals that signed up to speak. All spoke in support of the request. Mr. Keith Poston read a statement from Rhonda Hager, also in support of the project.

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

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

CZ-2-24

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)

Mayor Ed Hatley opened the public hearing recognizing Jean Derby, Planning Director. Ms. Derby spoke to the item, reminding members that the rezoning request came before council a year ago. Ms. Derby reviewed the details of the request, providing the site location, the current zoning, the proposed zoning and the proposed use. She showed an aerial of the site, and street views of the lot and the site plan that was originally submitted. The side and front elevations were displayed, as well as a graphic showing the front of the units. Ms. Derby pointed out that as a condition of approval, the units will not be rental units. Each lot will be subdivided and sold.

Ms. Derby continued, pointing out that the Land Use Plan supports the project, she directed member's attention to the many staff comments and conditions of approval. She read through both the statement of consistency and reasonableness for approval and denial. She also informed that Planning Board voted 5-2 in favor of the project with the condition that the front façade of the units on Main Street be brick veneer.

The applicant, Mr. Morris Long, was in attendance and spoke to council regarding the request. Mr. Long explained the difficulty he would experience trying to get a return on his investment if developed for commercial purposes.

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He provided before and after pictures of his completed project on State Street to show the type of units he has built in the past and the increased value they are bringing to the area. Mr. Morris spoke to the millions of dollars he invested in developing the State Street property and the additional revenue is willing to invest in downtown Lincoln with this proposed project.

Mayor Hatley opened the floor for public comment on this request. Mr. Brian Kenyon spoke in favor of the request as it will support the future growth of the downtown area. Attorney Todd Wulforth was in attendance and spoke regarding the restrictive covenants and the Property Owners Association that will maintain the eight (8) lots and the common area that will be provided. Mr. Wulforth confirmed that he would be drawing up the restrictions and will be similar to the restrictions for the current townhomes across from City Hall. Lastly, Mr. Dennis Williams spoke to the design of the units and the changes that have been made at the request of the Planning Board, stating that the project will end up being an investment of close to \$3 million dollars. He briefly spoke to the semantics between the townhome, the duplex and the condo, explaining the difference between the three.

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

Prior to voting, Councilmember Roby Jetton expressed his concerns with potentially receiving request to rezone other lots along Main Street if this request is approved. In response to the question from Councilmember Jill Tipton, Mayor Hatley confirmed with the applicant's attorney that the lots will be owned.

Councilmember Demeny made a motion to approve the request. Members voted 3-1 in favor of the motion with Demeny, Poinsette and Tipton voting in favor, and Jetton voting against.

CZ-3-24

Application from Olga R. Epple requesting a conditional district rezoning of approximately 71.20 acres of land from R-e, 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 Road, adjacent to Lincoln Meadows Subdivision. (Parcel ID 01047, 17645 and a portion of 01049)

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Mayor Ed Hatley opened the Public Hearing, calling on Planning Director Jean Derby to speak to the item. Ms. Derby reviewed the details of the request, explaining the proposed project actually being Phase II of the Lincoln Meadows development located along Wilma Sigmon Road. As Ms. Derby explained the existing zoning, the current use and the proposed use of the property. She referenced the an image of the project area, the proposed site plan, street views of the property and the overall plan for Phase I and II of the Lincoln Meadows from 2003. She also spoke to the staff report presented to City Council March 6, 2003, reminded that the rezoning request was approved.

Ms. Derby explained that the property is currently shown in the Neighborhood Business area, with a portion in Mixed-Use Residential/Commercial Planning area on the Land Use Plan, therefore staff does view this project as consistent with the Land Use Plan. She reference/strolled through the many staff comments and conditions of approval before ending with the proposed statements of consistency and reasonableness. Ms. Derby informed that Planning Board voted 7-0 in favor of approval of the project.

Attorney Rob Brown with Jonas Law Firm, addressed Council on behalf of the owner/applicant. He provided a short presentation giving the history of the project and explained in detail the proposed changes, noting the reduction of 40 lots from the original plan. Mr. Brown reviewed the highlights of the proposed site plan, pointing out a number of the changes, the improvements that are being proposed and the potential amenities that will be offered. He spoke to a projected construction timeline and displayed some potential renderings and elevations of the house plans.

Mayor Hatley invited public comment on the request. Three members of the public expressed their views. No one expressed any opposition to the project.

Councilmember Demeny 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 request. Members voted 4-0 in favor of the motion

REGULAR AGENDA:

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Application from BBC Clark Creek LLC for completion of Improvements for Clarks Creek Landing (Parcel ID 15415)

Planning Director Jean Derby addressed Council regarding a request to accept subdivision infrastructure contract and surety bond. Ms. Derby explained that, as mentioned before, a final site plan can not be recorded unless the infrastructure is in. But that the City Ordinance has a provision that allows for a surety bond to be utilized which will allow the final site plan to be recorded before the work is completed. She informed that the bond has been submitted and that staff does recommend approval for the amount listed in the packet.

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

C-05-24

Consideration of Contract/Agreement for Engineering Services for proposed City Park Improvements

Public Services Director Nathan Eurey addressed council seeking their consideration and approval for entering into an agreement with McGill and Associates for engineering services for the City Park project. Mr. Eurey spoke to the good working relationship the city currently has with the company and reminded members of previous work they have done for the city. He referred to this step, construction design, as being the next step in the process and offered to answer any questions. In response to a question from Mayor Hatley, Mr. Eurey reviewed some of the information in the contract for clarification. *(the aforementioned document is attached to and made part of these minutes).*

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

C-06-24

Consideration of Display Proposal and Contract from Pyro Shows East Coast for July 4th 2024 Fireworks Show

City Manager Ritchie Haynes presented and requested approval for the display proposal and contract for the 2024 July 4th fireworks show. Mr. Haynes spoke to the longevity the city has working with this company and the great job they have always done. He also confirmed that staging will be done at City Park.

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Councilmember Tipton made a motion to approve the request for the July 4th fireworks. Members voted 4-0 in favor of the motion.

OTHER BUSINESS

Manager's Report/ Update

City Manager Ritchie Haynes distributed a manager's activity report to the members of council. Mr. Haynes reminded council members of the budget retreat scheduled for Friday, March 15, 2024.

NEWS MEDIA:

Mayor Hatley opened the floor for comments from the new media

ADJOURNMENT:

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

Daphne Ingram, City Clerk

Ed Hatley, Mayor

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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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.

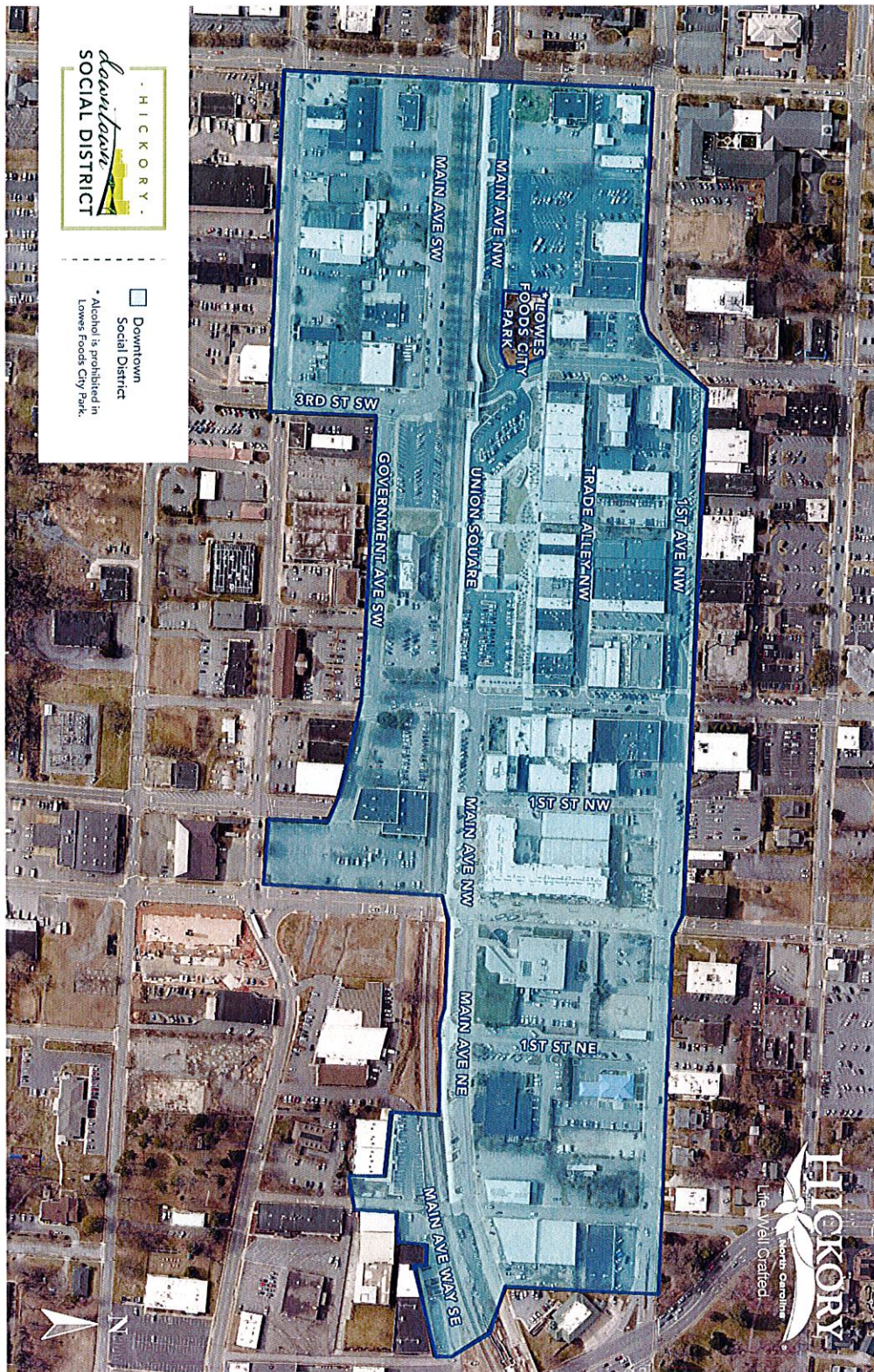
Amendment

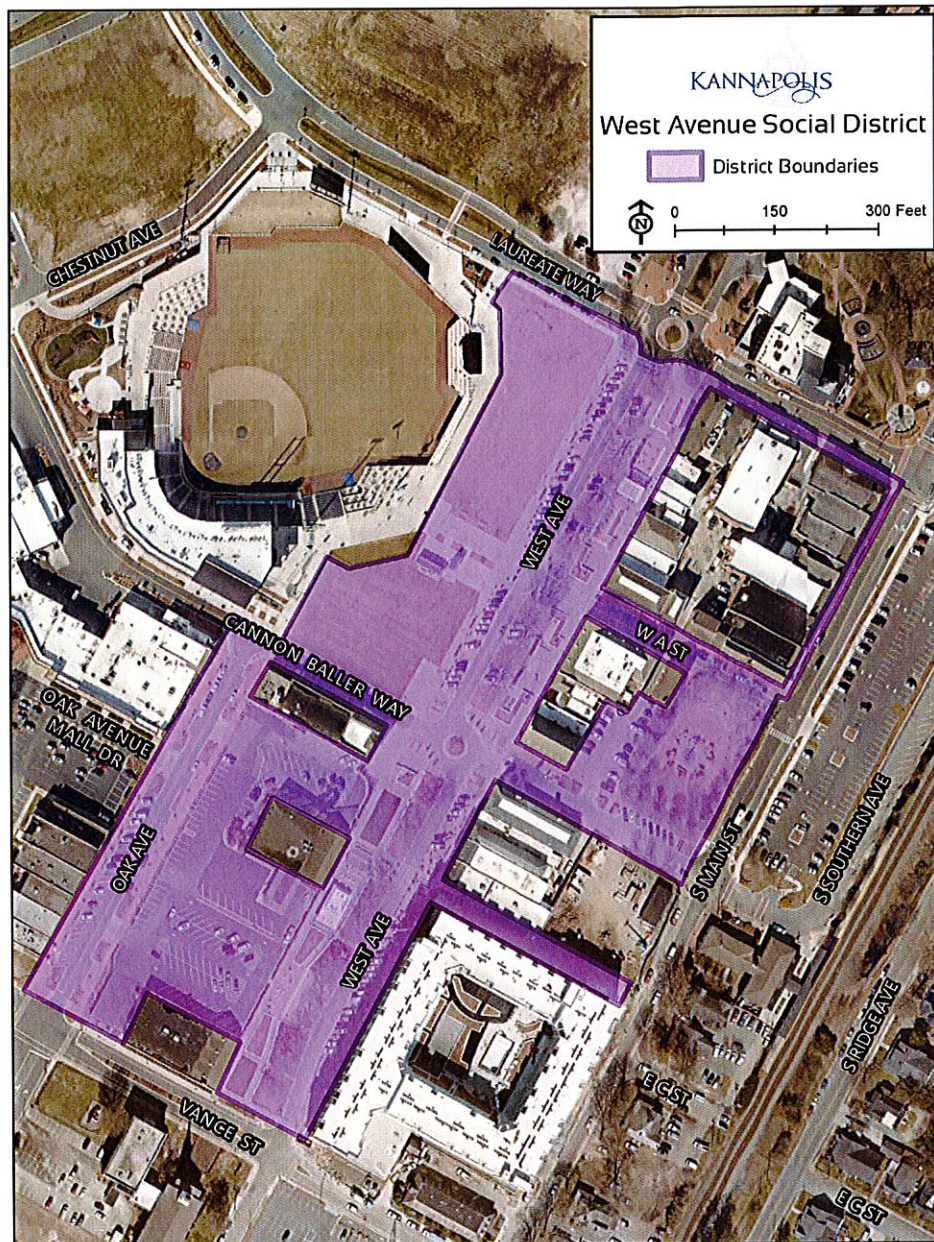
This plan may be amended at any time by the City at its discretion.

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







Create With Us

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”.

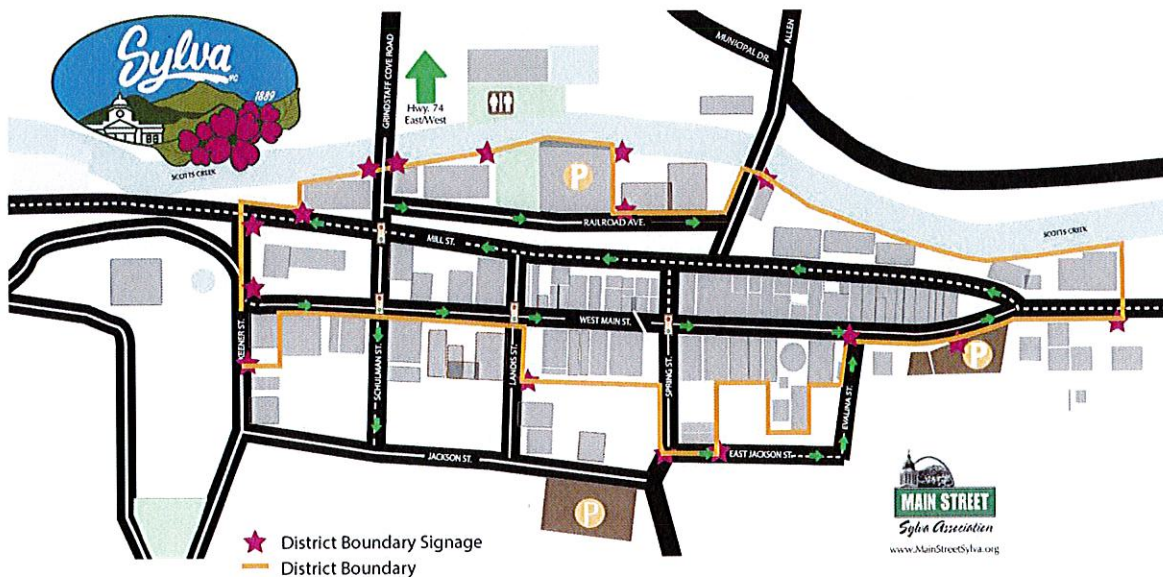
In the plan that follows, the management and maintenance of the Social District of Sylva is outlined. The plan will be submitted to the North Carolina ABC Commission and placed on the Town of Sylva website.

Management

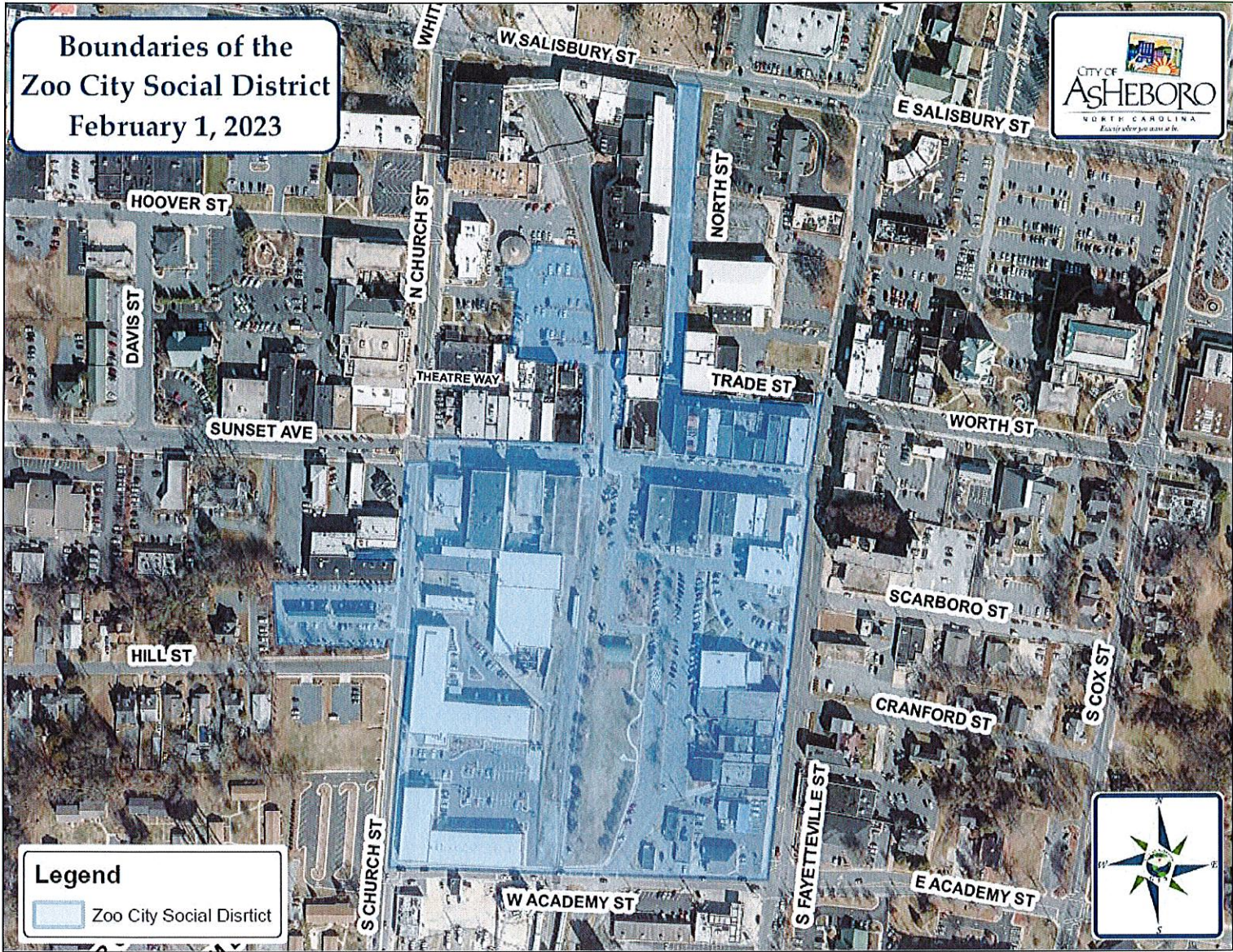
The Social District of Sylva will be jointly managed by the Town of Sylva and the Sylva Police Department.

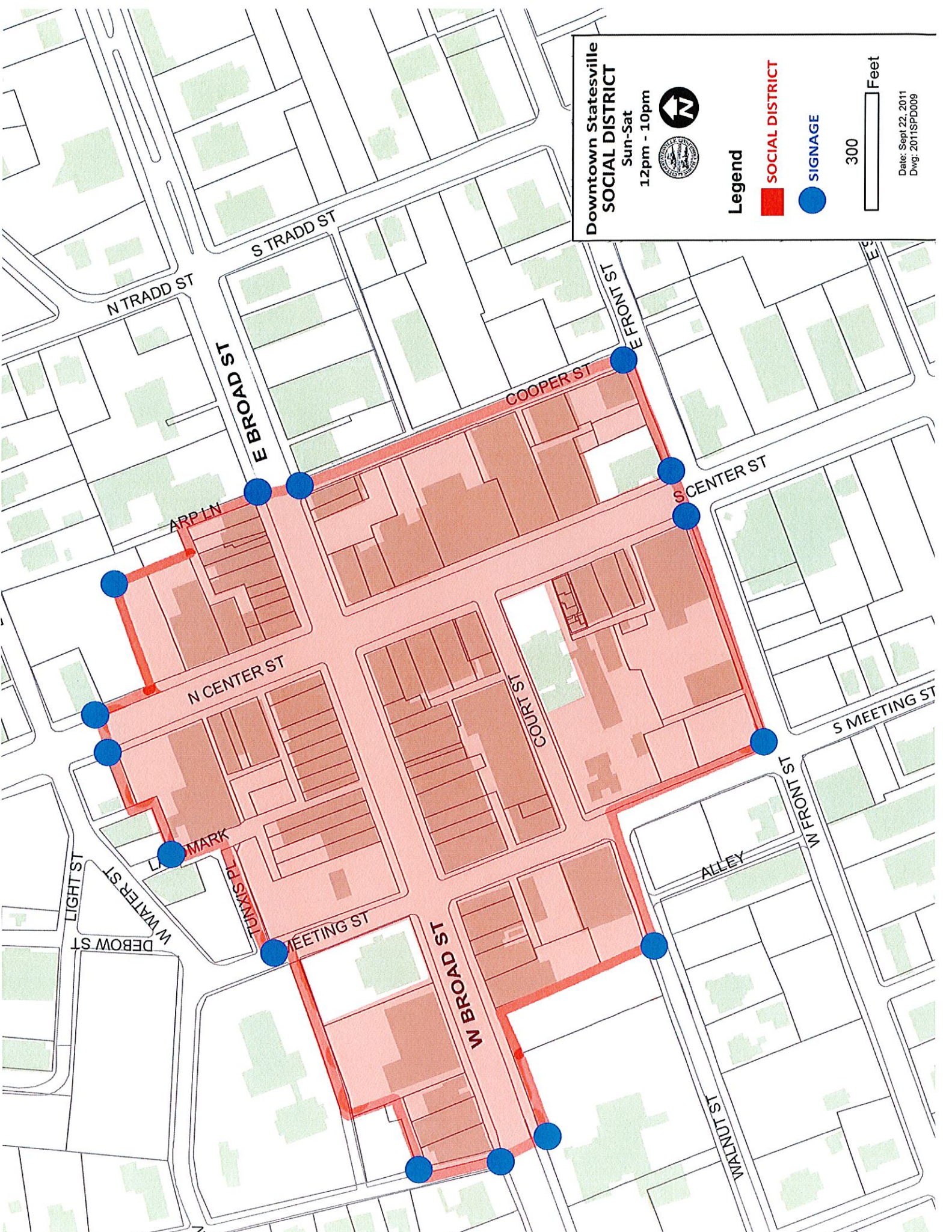
District Boundaries

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.

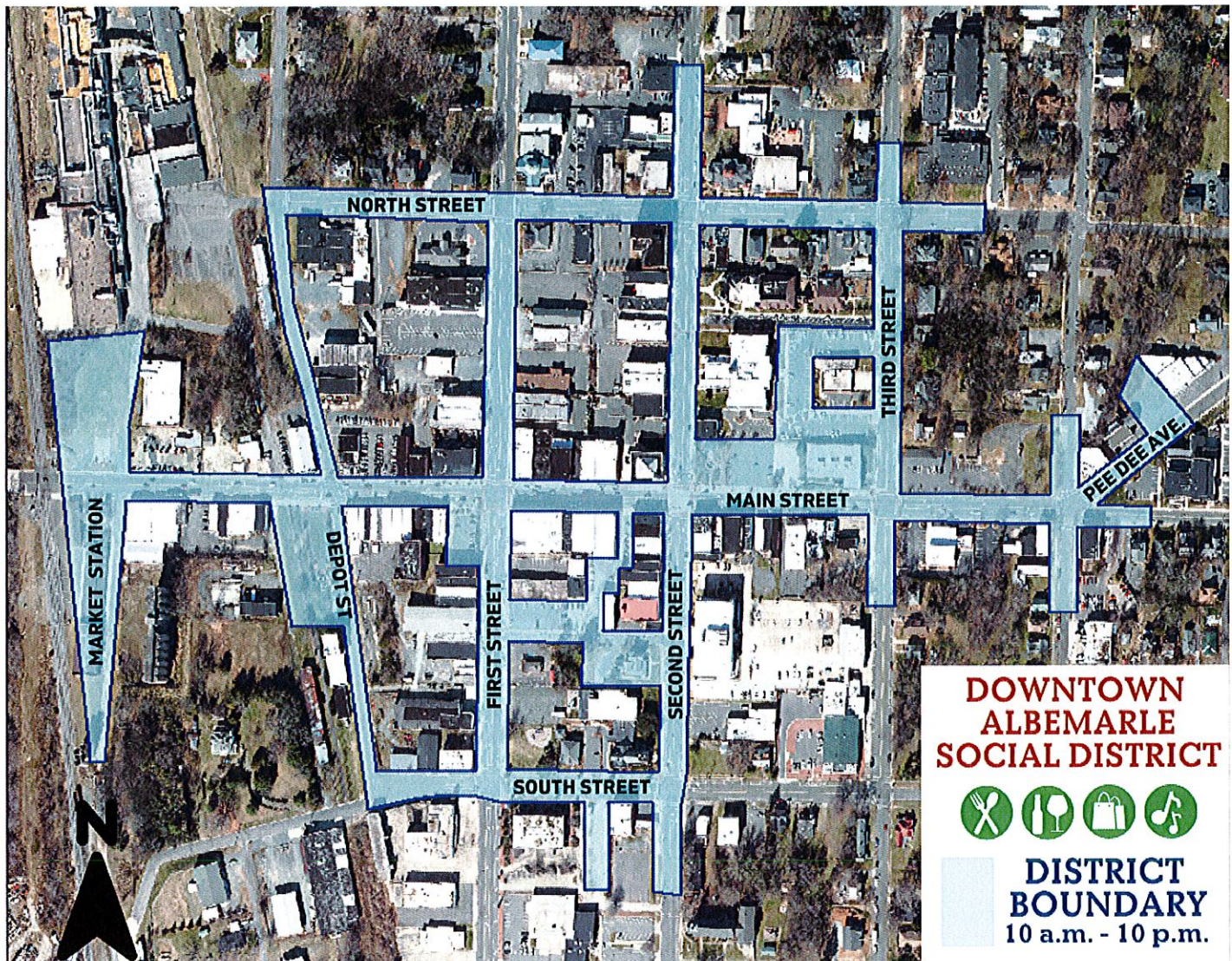
What is a Social District?

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.

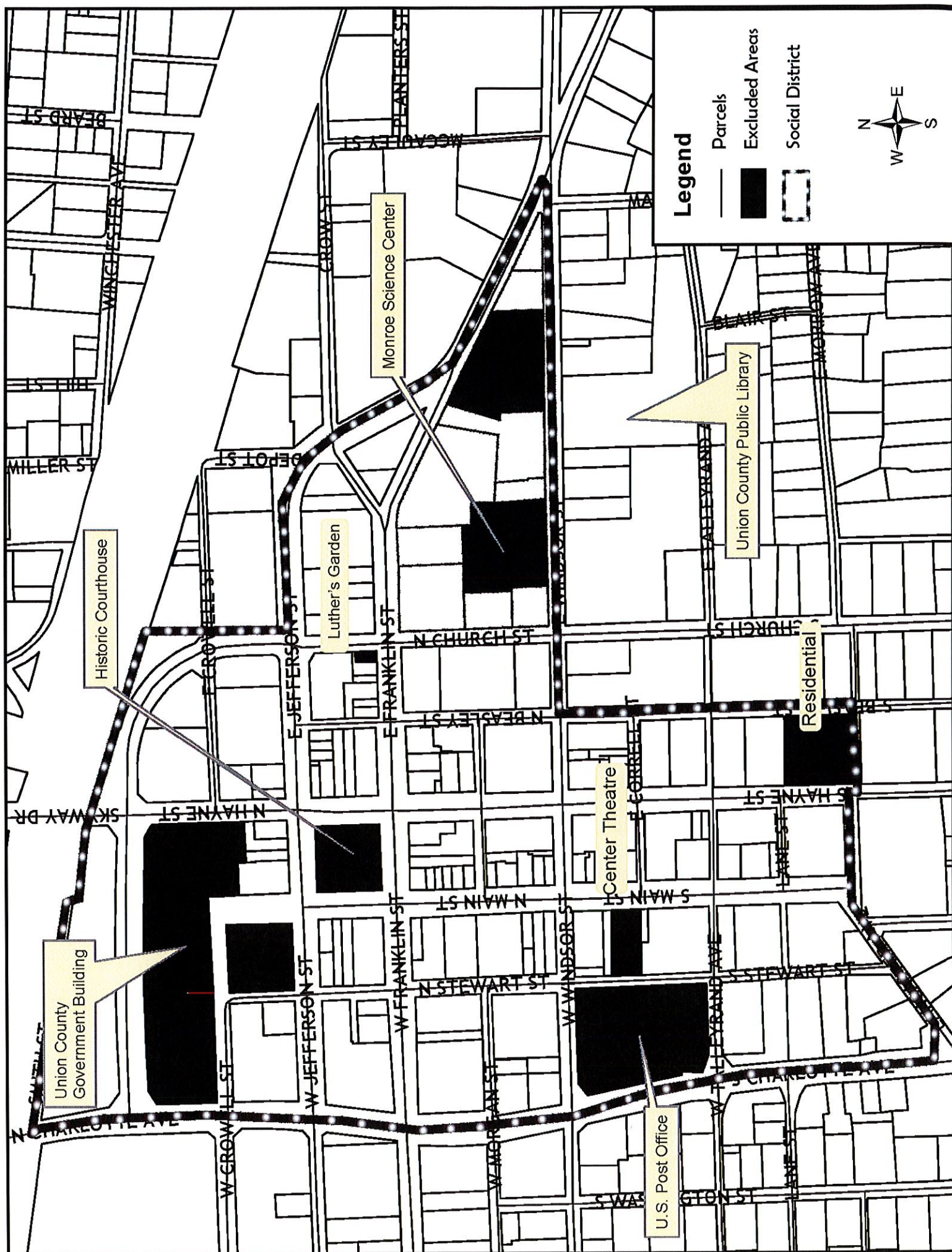
This bill empowers municipalities to allow people to buy and consume alcoholic beverages within a defined area.

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.



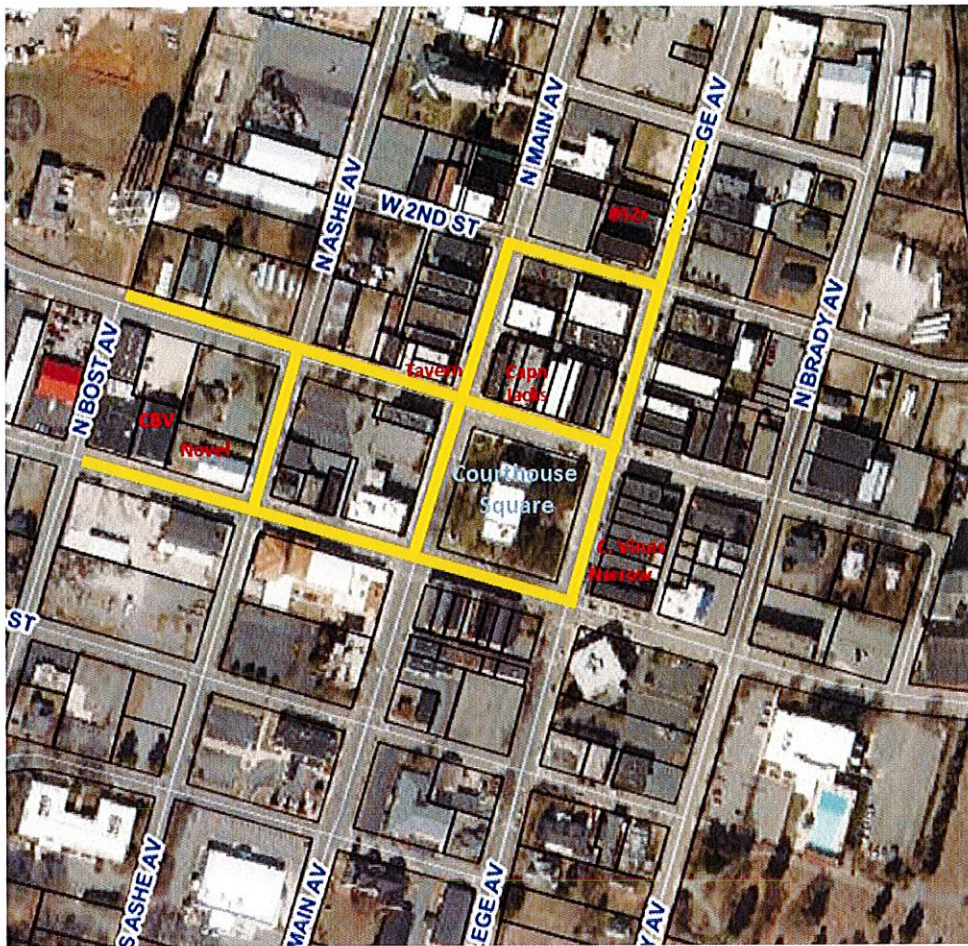
No alcoholic beverages are to be taken inside non-participating businesses within the parameters of the district.



- 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.



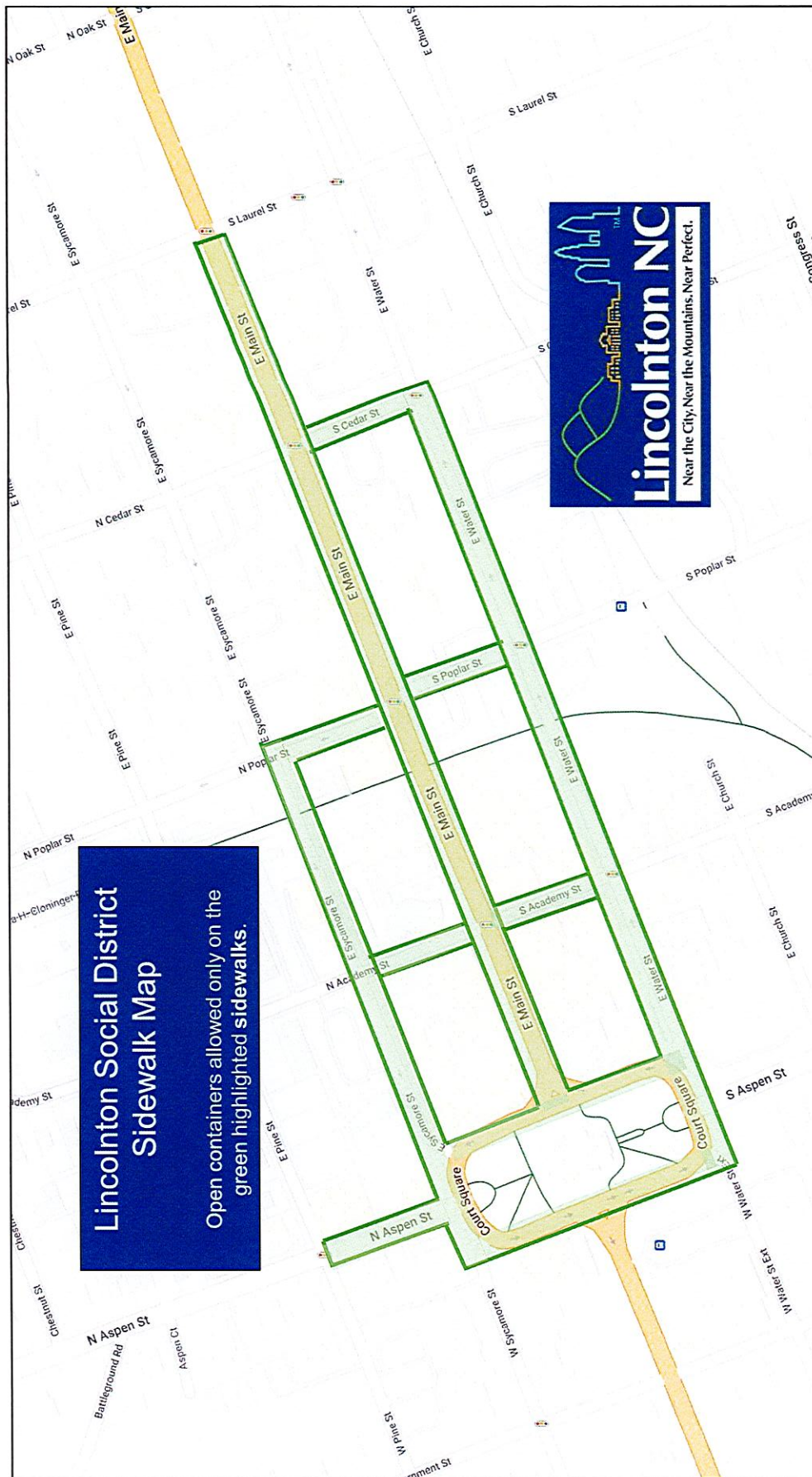
**Social District
Boundaries
Street/Sidewalk
Use Only**

- 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 | |



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.