



**LINCOLNTON
AGENDA
October 3, 2024
7:00 PM**

CALL TO ORDER

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE - Scout Troop #75

1. AGENDA APPROVALS

1a Approval of REGULAR AGENDA

1b Approval of CONSENT AGENDA

- September 5, 2024 - Regular Meeting Minutes
- Lincoln County Tax Department - City Releases August 16 to September 15, 2024
- Proclamation - Industry Appreciation Month

2. PUBLIC COMMENT

3. PRESENTATION/UPDATE

3a Termination of State of Emergency

3b Introduction of New Patch - Police Department

Brian Greene, Police Chief

3c Update from Lincoln Economic Development Association

Cliff Brumfield LEDA Director

4. REGULAR AGENDA

4a BA-05-24 Amendment to the Annual Budget Ordinance for fiscal year ending June 30, 2025

Pamela McBryde, Finance Director

- 4b Alcohol contract for Lincoln Cultural Center concert at First Federal Park on Friday, October 11, 2024**

Laura Morris, Community Relations Director

- 4c Request for Permission to Post Notice and Accept Applications to Fill Upcoming Vacancies on Various Boards and Commissions - Appoints to be made at the December Council Meeting**

Daphne Ingram, City Clerk

5. REGULAR AGENDA

- 5a Lincoln Meadows Easement Agreement**

Todd Elmore, Water Resources Director

- 5b Interlocal Agreement - Communications and Dispatching Services**

Ritchie Haynes, City Manager

- 5c DCI Servicing Agreement - Lincolnton Police Department and Lincoln County Communications Center**

Ritchie Haynes, City Manager

6. OTHER BUSINESS

- 6a Approval to Accept Ownership - Lincoln Meadows Sidewalks**

- 6b Manager's Report / Update**

NEWS MEDIA

ADJOURNMENT

REGULAR MEETING – September 5, 2024

The Lincolnton City Council met in Regular Session on Thursday, September 5, 2024 at 7:00 p.m. in the Council Chambers of City Hall located at 114 West Sycamore Street, Lincolnton, NC.

Mayor Ed Hatley opened the meeting with a moment of silence and leading the pledge of allegiance. The following Council members were present and accounted for:

DEMENY

POINSETTE

TIPTON

NOTE: Councilmember Roby Jetton was not in attendance.

Councilmember Jill Tipton made a motion to approve the Regular Agenda as amended, to include item #4d, Insurance Pool Safety Grant. Mayor Hatley also asked for a motion to appoint four at-large members to the Lincolnton Student Advisory Council. Councilmember Christine Poinsette made the motion. Members voted 3-0 in favor.

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

- August 1, 2024 – Regular Meeting Minutes
- Lincoln County Tax Department – City Releases July 16th to August 15th, 2024
- Planning Board Appointment – Jerry Hoffman (to fill and unexpired term)
- R-10-24 – Resolution to Authorize and Direct City Attorney to petition for court order directing compliance with order from code enforcement officer regarding the health and sanitation ordinance for 769 Brady Branch Trail.

Members voted 3-0 in favor of the motion.

PUBLIC COMMENT

Mayor Hatley opened the floor for the public comment. Mr. Trent Mason, 207 Mockingbird Lane, addressed council during the public comment position of the meeting. Mr. Mason gave an update on the Young Adults Committee and where they are in planning for the Apple Drop. He also spoke to the success of several of the events recently held in the downtown, he mentioned a few of the new businesses opening and he, once again, asked for more soccer balls.

PROCLAMATION PRESENTATION:

Mayor Ed Hatley presented the following proclamation in recognition of Constitution Week 2024 to Ms. Fran Goins, representing the Daughters of the American Revolution (DAR)

WHEREAS: September 17, 2024, marks the two hundred and thirty-seventh anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS: It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS: The Constitution of the United States of America, the guardian of our liberties, embodies the principles of the limited government in a Republic dedicated to rule by law; and

WHEREAS: Public law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17th through 23rd as Constitution Week.

NOW, THEREFORE, I, Ed Hatley, by virtue of the authority vested in me as Mayor of the City of Lincolnton do hereby proclaim the week of September 17th through 23rd as

CONSTITUTION WEEK

and urge all citizens to study the Constitution and reflect on the privilege of being an American with all the rights and responsibilities which that privilege involves.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Lincolnton to be affixed this 5th day of September of the year of our Lord two thousand twenty-four.

Mayor Hatley spoke to the importance and significance of the constitution and of this annual presentation. Ms. Goins expressed her appreciation to the Mayor and council for taking the time to recognize Constitution Week.

SPECIAL RECOGNITIONS/PRESENTATIONS:

Mayor Ed Hatley called both Chief Ryan Heavner and Chief Brian Greene, forward to present several individuals with life-saving certificates for their combined efforts and assistance during a medical emergency on the Lincolnton Rail Trail in June. Randy Carrol, Hunter White, Cody Smith, Lee Hansen and Mitchell Higdon, were all recognized and applauded for a job well done. A friend of the family spoke on behalf of the family to express their sincere thanks and gratitude to those that helped in any way.

REGULAR AGENDA:

C-16-24

Consideration/Approval of Contract with Withers Ravenel for Task Order No. #1 for Professional Services, Financial Analysis, CIP and Rate Study 2024

Business Services Director David Ramsey addressed council to request approval of a contract with Withers's Ravenel, an on-call architectural and engineering firm. Mr. Ramsey explained the company's expertise in water and sewer infrastructure. He also spoke to the key role they can play in assisting with creating the City's next Capital Improvement Plan (CIP), and conducting a rate study.

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

R-11-24

Resolution of Tentative Award – Rehabilitation Clarifiers and RAS Pumps

Finance Director Pamela McBryde spoke to this item, requesting approval of a resolution regarding a state emergency loan. Ms. McBryde explained that the resolution was the last requirement needed to officially get the bid approved from Charles Underwood to refurbish the clarifiers at the wastewater treatment plant.

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

R-12-24

Resolution Authorizing the Application for the 2024-2025 North Carolina League of Municipalities Safety Grant Funds

Fire Chief Ryan Heavner appeared before the council to request permission to move forward and apply for 2024-2025 safety grant funds through the NC League of Municipalities. Chief Heavner explained that the grant funds will be used to purchase fifty (50) pedestrian blockades(with carriers), which will be used for special events. He also informed that it is a 50/50 matching grant, with the city having about \$4,800.00 invested. Resolution is as follow:

WHEREAS, the Lincolnton Fire Department is requesting to submit an application for a matching grant to the NC League of Municipalities Safety Grant Program; and

WHEREAS, the North Carolina League of Municipalities is currently accepting grant request, which must be submitted by November 30, 2024 close date; and

WHEREAS, the Safety Grant Program has allotted \$100,000 in each pool to help members purchase equipment and services that will significantly reduce the potential for future workers' compensation, property/casualty, or liability insurance claims.; and

WHEREAS, members are eligible for up to \$5,000 in matching grants for each pool in which they participate; and

NOW, THEREFORE BE IT RESOLVED by the Mayor and City Council of the City of Lincolnton that the Lincolnton Fire Department has permission to apply for grant funds to the NC League of Municipalities Safety Grant Program; and that upon receiving said grant funds, the City will provide a 50/50 match as required.

Adopted this the 5th day of September 2024

Councilmember Jill Tipton made a motion to pursue submitting grant application. Members voted 3-0 in favor of the motion.

2024-2025

Student Advisory Council Appointments

Mayor Ed Hatley directed councils' attention to the list of names of students to be appointed to the 2024-2025 Lincolnton Student Advisory Council. Mayor Hatley reminded members of the earlier motion and approved to appoint four (4) at-large members to this year's council as follows:

Councilmember Demeny nominated Abigail Barkley
Councilmember Poinsette nominated Rhyan Ingram
Councilmember Tipton nominated Hallie Black
Mayor Hatley nominated Jack Unrath

Nominated students as follows:

Lucas Moretz	Seraphina Shutt	Adleigh Sutton	Cooper Boyles
Aynsley Howard	Luke Haynes	Grant Mullen	Peyton Schmidt
Estrella Nieto	Harold Garcia	Ryan Walsh	Bailey Farabaugh
Mabel Clark	Kyrsten Castilloux	Turner	Caitlin Kane
Campbell Barker	Kendria Bynum	Jake Tweed	Emily Morris
Sarah Rhyne	Rohit Cala	Cheyenne Barbato	

Councilmember Kevin Demeny made a motion to approve the four (4) at large, as well as the entire list (of nominees). Members voted 3-0 in favor of the motion.

Manager's Activity Report / Update

Mayor Ed Hatley recognized City Manager Ritchie Haynes who gave members a brief update on the activities and projects currently underway. Mr. Haynes recognized Pamela McBryde for graduating from the Public Executive Leadership Academy and Denise Coltrane for completing the Cash Management and Investment of Public Funds course. He also acknowledged Bryson Caldwell, Chad Hatmaker, Clayton Hunsucker, Caleb Little, Jack Bennis and Daniel Perry for their respective promotions/certifications recently attained.

News Media

Mayor Ed Hatley opened the floor to questions from the media that were in attendance. In response to a question from Mike Powell, staff writer for the Lincoln Times News, City Manager Ritchie Haynes explained the purpose of the special meeting held at 4:00 p.m. Mr. Haynes stated that the meeting was basically to introduce department heads and city council to process and getting their feedback.

Adjournment

Councilmember Christine Poinsette made motion to adjourn. Members voted 3-0 in favor of the motion.

**DAPHNE INGRAM, CMC
CITY CLERK**

**ED HATLEY
MAYOR**

PERIOD COVERED

August 16, 2024 through September 15, 2024

CITY RELEASES LESS THAN \$100

NAME	YEAR	DIST	A/C NO	AMOUNT	REASON
KURZROK MATTHEW JASON	2024	22	0305069	\$48.29	Corrected fire district
NC PEDO DENT LEASING LLC	2024	22	0262107	\$82.60	Business dissolved 12/2023
SMITH KYLE DILLON	2024	22	0258886	\$8.81	Billed in error
TOTAL				\$139.70	

SUBMITTED BY:

Susan Sain
SUSAN SAIN , TAX ADMINISTRATOR

DATE: 9-18-24

APPROVED BY:

DAVIN MADDEN , COUNTY MANAGER

DATE: _____

PERIOD COVERED

August 16, 2024 through September 15, 2024

CITY RELEASES \$100 AND OVER

NAME	YEAR	DIST	A/C NO	AMOUNT	REASON
ARTIQUES LLC	2024	22	0297827	\$260.66	Business not open as of 01/2024
AUDIO ESSENTAILS	2024	22	0300242	\$310.11	No business property 01/2024
LOWMAN PATRICK DAVID	2024	22	0293504	\$123.99	Registered in Catawaba County
MAGEE PHILIP JOHN	2024	22	0277870	\$373.02	Registered in Catawaba County

TOTAL \$1,067.78

SUBMITTED BY:



SUSAN SAIN , TAX ADMINISTRATOR

DATE:

9-18-24

APPROVED BY:

DATE:

DAVIN MADDEN , COUNTY 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.

Proclamation

2024 Lincoln Economic Development Association Industry Appreciation Month October 2024

WHEREAS, the City of Lincolnton is pleased to have industry to support the local economy; and

WHEREAS, these industrial companies provide essential employment opportunities for the citizens of the City of Lincolnton; and

WHEREAS, these industrial companies provide local revenues from which the entire citizenry benefit; and

WHEREAS, industrial businesses make considerable contributions to our families and communities, often improving the overall quality of life; and

WHEREAS, we recognize and appreciate these industrial businesses;

NOW, THEREFORE, we the City Council of the City of Lincolnton, do hereby recognize our existing industrial businesses and by virtue of this proclamation give notice to our citizens that the month of October 2024 is **Industry Appreciation Month** in the City of Lincolnton.

ADOPTED this the 3rd of October 2024.

Ed Hatley, Mayor

ATTEST:

Daphne Ingram, CMC
City Clerk

CITY COUNCIL

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



CITY MANAGER

Ritchie Haynes
rhaynes@lincolntonnc.org
CITY CLERK
Daphne Ingram
dingram@lincolntonnc.org
CITY ATTORNEY
John M. Friguglietti, Jr.

**PROCLAMATION TO RESCIND A MUNICIPAL
STATE OF EMERGENCY
CITY OF LINCOLNTON, NORTH CAROLINA**

WHEREAS, on the 27th day of September, at 11:30 a.m., it was determined that there was an imminent threat to life and property associated with damage incurred from Hurricane Helene; and

WHEREAS, due to this determination, a municipal State of Emergency was declared in the City of Lincolnton pursuant to the City of Lincolnton State of Emergency Ordinance and Chapter 166A of North Carolina's General Statutes; and

WHEREAS, it appears that the existence of that municipal emergency has ceased to exist; and

WHEREAS, the declaration is no longer essential.

NOW, THEREFORE, I, Ed Hatley, Mayor of the City of Lincolnton, pursuant to the City of Lincolnton State of Emergency Ordinance and Chapter 166A of North Carolina's General Statutes, do hereby rescind the existing municipal State of Emergency effective immediately.

Ed Hatley, Mayor - City of Lincolnton

Date: _____

Time: _____

2024-2025 Lincoln County Incentive Grant Payment Schedule

Company Name	Project	Incentive Installment	Incentive Amount
Cataler North America	Equipment Expansion 2019	5th Payment of 7	<i>\$37,780.56</i>
	Equipment Expansion 2020	3rd Payment of 5	<i>\$7,583.82</i>
	Equipment Expansion 2021	2nd Payment of 5	<i>\$22,348.47</i>
	Facility Exp & Equipment 2023	1st Payment of 7?	<i>\$57,348.41</i>
Blum	Equipment Expansion 2022	1st Payment of 7	<i>\$47,050.98</i>
	Facility Exp & Equipment 2021	2nd Payment of 7	<i>\$61,434.41</i>
	Facility Exp & Equipment 2022	1st Payment of 7?	<i>\$66,223.92</i>
	Equipment Expansion 2016	6th Payment of 7	<i>\$51,412.97</i>
	Facility Exp & Equip 2018	4th Payment of 7	<i>\$74,934.71</i>
FMS	Equipment Expansion 2018	5th Payment of 5	<i>\$9,940.03</i>
	Facility Exp & Equipment 2021	1st Payment of 5	<i>\$11,653.84</i>
	Facility Exp and Equipment 2022	1st of 5?	<i>\$4,712.14</i>
HOF Textiles	Facility Exp & Equip 2019	4th Payment of 5	<i>\$7,176.83</i>
Race City Steel	New Facility& Equipment 2022	1st Payment of 5?	<i>\$24,883.80</i>
Aptar Group	Machinery Expansion 2018	4th Payment of 7	<i>\$108,947.63</i>
Sabo USA	Equipment Expansion 2020	3rd Payment of 5	<i>\$13,639.09</i>
	Equipment Expansion 2023	1st Payment of 5?	<i>\$4,874.63</i>
Robert Bosch Tool	Facility Exp & Equip 2020	3rd Payment of 7	<i>\$109,355.40</i>
	Bldg & Machinery 2016	7th Payment of 7	<i>\$34,678.05</i>
	Machinery & Equip 2017	5th Payment of 7	<i>\$119,383.18</i>
	New Facility & Equip 2022	2nd Payment of 8	<i>\$164,555.73</i>
	New Facility & Equipment 2023	1st Payment of 8?	<i>\$983,433.32</i>

2024-2025 Lincoln County Incentive Grant Payment Schedule

Company Name	Project	Incentive Installment	Incentive Amount
Timken	Equipment Expansions 2023	1st Payment of 5?	\$4,874.63
Spantek	Equipment Expansion 2021	2nd Payment of 5	\$7,264.10
Husky Rack & Wire	2018 New Facility	4th Payment of 5	\$36,546.49
	Facility Exp & Equipment 2021	3rd Payment of 5	\$18,606.37
UNOX	Facility Exp & Equipment 2021	1st Payment of 5	\$14,400.88
Calico Coatings	2018 Equipment Expansion	4th Payment of 5	\$3,763.97
Huber Technologies	2018 New Facility	4th Payment of 7	\$26,626.12
	Facility Exp & Equipment 2022	1st Payment of 8?	\$210,227.88
Hydac	Equipment Expansioon 2022	1st Payment of 5?	\$4,679.64
Active Concepts	Add'l Facility & Equipment 2022	1st Payment of 5?	\$16,984.23
Kirk & Matz	Equipment Expansion 2022	1st Payment of 3?	\$3,027.68
ST Engineering LeeBoy	Facility Exp & Equipment 2022	1st Payment of 5?	\$25,255.20
United Plate Glass	Facility Exp & Equipment 2023	1st Payment of 5?	\$21,167.48
Sennebogen	Facility Exp & Equipment 2023	1st Payment of 7?	\$48,013.78
SG Seating	New Location & Equipment 2023	1st Payment of 5?	\$23,461.73
WANZL	New Location & Equipment 2023	1st Payment of 7?	\$71,363.24
GNEM	New Location & Equipment 2024	1st Payment of 8?	\$315,243.25
*Qualifying Investments of \$10M or More have 7 Annual Grant Payments, as do Projects creating 75 Jobs			
Qualifying Investments Under \$10M Have 5 Annual Grant Payments			
Potential Total Incentive Amount			\$2,874,858.59
Not Expected To Pay This Yr			\$1,947,742.73
Total Incentives Expected to be Paid			\$927,115.86

Net Expected Payments 2023 Vs 2024

Last Year

<i>Potential Total Incentive Amount</i>	<i>\$2,689,184.52</i>
<i>Not Expected To Pay This Yr</i>	<i>\$1,683,135.65</i>
<i>Total Incentives Expected to be Paid</i>	<i>\$1,006,048.87</i>

This Year

<i>Potential Total Incentive Amount</i>	<i>\$2,874,858.59</i>
<i>Not Expected To Pay This Yr</i>	<i>\$1,947,742.73</i>
<i>Total Incentives Expected to be Paid</i>	<i>\$927,115.86</i>

2024-2025 City of Lincolnton Incentive Grant Payment Schedules

Company Name	Project	Incentive Installment	Annual Payment
Spantek	Equipment 2021	2nd Payment of 5	<i>\$7,278.66</i>
Active Concepts	Facility & Equipment 2022	1st Payment of 5?	<i>\$15,365.38</i>
SG Seating	Saw & Drill Bit Line Exp.	1st Payment of 5?	<i>\$23,508.70</i>

Property Taxes Paid by Lincoln County Industries in 2023

Real Property Tax Income:	\$4,100,000
Business Personal Tax Income:	\$3,100,000
Total:	\$7,200,000

Incentive Grants Paid 2023: \$1,006,050

Net Taxes Paid by Industry: **\$6,193,950**

New Class-A Industrial Facility Under Construction, Available for New or Existing Industry



3075 Finger Mill Rd
Lincolnton, NC

Matt Treble
t +1704 335 4430
matt.treble@cushwake.com

Fermin Deoca
t +1704 335 4436
fermin.deoca@cushwake.com





LINCOLNTON
AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council
Date: October 3, 2024
From: Pamela McBryde, Finance Director
Subject: Amendment to the Annual Budget Ordinance for fiscal year ending June 30, 2025

Summary:

Request to amend the General fund, Powell Bill Fund, Water and Sewer Fund, Electric Fund and Special Revenue Fund and presented and noted

Background:

Fiscal Impact:

See Attachment

Recommendation:

Approval

Attachments:

1. BA-05-24

CITY COUNCIL

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

**CITY MANAGER**

Richard Haynes
rhaynes@lincolntonnc.org

CITY CLERK

Daphne Ingram
dingram@lincolntonnc.org

CITY ATTORNEY

John M. Friguglietti, Jr.
john@davidsonlawyers.net

BA-05-24

BE IT ORDAINED by the Governing Board of the City of Lincolnton, North Carolina, that the following amendment be made to the Annual Budget Ordinance for the fiscal year ending June 30, 2025.

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

General Expense	\$	18,909
Police		73
Fire		19,105
Solid Waste		890
IT General Services		38
Recreation		8,175
	\$	47,189

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

FD: Boger City Fire Tax	\$	19,000
SW: Rollout Fees		890
General: Insurance Settlement		7,438
General: Repair Settlement		215
Rec: Veterans Banner Project		8,175
General: Federal Equitable Deposits		11,471
	\$	47,189

General Fund: True-up Boger City Fire Tax per County, Solid Waste roll out collections, Veteran Banners Project from PY & CY, Federal Equitable deposits PY, and Insurance settlements from (1) sign damage at W. Congress Street; (2) Pottery Jug/stand damage on Main Street; (3) Power Pole Outage on N. Gov't / West Congress Street.

Section 3: To amend the Powell Bill Fund, the expenditures are to be changes as follows:

Powell Bill Construction/Other	\$	939
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Section 4: To amend the Powell Bill Fund, the revenues are to be changed as follows:

Investment Income	\$	939
	\$	939

Powell Bill Fund: Record interest income earned.

Section 5: To amend the Water and Sewer Fund, the expenditures are to be changes as follows:

**114 WEST SYCAMORE STREET * P.O. BOX 617 * LINCOLNTON, NORTH CAROLINA 28093-0617
 PHONE (704) 736-8980**

Wastewater Treatment Plant	\$	1,753
Water and Sewer Intangibles		48,269
	\$	50,022

Section 6: To amend the Water and Sewer Fund, the revenues are to be changed as follows:

Other Operating Revenues	\$	50,022
	\$	50,022

Water and Sewer Fund: WWTP Field Sampling charges, returned check fee, and Insurance settlements for (1) WWTP roof repair from storm damage (NLCM); (2) Power Pole Outage on N. Gov't / West Congress Street.

Section 7: To amend the Electric Fund, the expenditures are to be changes as follows:

Electric Operations	\$	1,282,418
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Section 8: To amend the Electric Fund, the revenues are to be changed as follows:

Other Operating Revenue	\$	1,282,418
	\$	1,282,418

Electric Fund: NCMPSA refund of working capital by A1 rate committee, Additional utility receivables, and Insurance settlements for (1) Pole damage on Court Square by Western Express; (2) Power Pole Outage on N. Gov't / West Congress Street.

Section 9: To amend the Special Revenue Fund, the expenditures are to be changed as follows:

AIA Grants-WasteWater-W-ARP-0242	\$	5,726
	\$	5,726

Section 10: To amend the Special Revenue Fund, the revenues are to be changed as follows:

AIA Grants-WasteWater-W-ARP-0242	\$	5,726
	\$	5,726

Special Revenue Fund: Record NCDEQ-AIA Grant Reimbursements for WasteWater.

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

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

TOTAL AMENDMENT	\$	1,386,295
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Adopted this 3rd day of October, 2024

Attest:

Daphne Ingram
City Clerk

Edward L Hatley
Mayor



LINCOLNTON
AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council
Date: October 3, 2024
From: Laura Morris, Community Relations Director
Subject: Alcohol contract for Lincoln Cultural Center concert at First Federal Park on Friday, October 11, 2024

Summary:

This is a free concert that will take place in First Federal Park. This Concert will feature dueling piano players that will allow the audience to submit songs in an attempt to stump the player.

Background:

Fiscal Impact:

Recommendation:

Attachments:

1. 2024.10.11 LCC Dueling Pianos - EVENT APP
2. 2024.10.11 Contract - LCC Dueling Pianos

Online Form Submittal: Special Event Permit Application

1 message

noreply@civicplus.com <noreply@civicplus.com> Fri, Sep 27, 2024 at 7:03 PM
To: lmorris@lincolntonnc.org, rhaynes@lincolntonnc.org

Special Event Permit Application

Step 1

Important Information

- Applications must be submitted a minimum of 45 days prior to the event, the earlier the better
- There is a limit of 2 events per day that require city personnel or street blocking
- This application is also applicable to all city departments
- Applicants must abide by local ordinances and state/federal laws
- Event organizers may be required to pay for assisting city personnel, including police officers assigned to work the event. Applicable fees are included in the City Fee Schedule.
- All applicants will be held accountable for trash clean-up after each event.
- If any cooking, food heating devices, or portable sanitary units will be used at this event, you will need to contact the Lincoln County Health Department for any required permits.
- The special event permit must be approved by all city departments providing event services.
- No changes will be made without prior approval.
- The Permit may be revoked by the City of Lincolnton for the applicant's failure to comply with the terms and conditions stated on the application.
- Any street closures on State maintained roads, require written approval from NCDOT prior to the date of the event.

Special Event Application

Name of Event:	Dueling Pianos
Name of Agency/Organization:	Lincoln Cultural Center
Event Date and Time	10/11/2024 7:30 PM - 10/11/2024 10:00 PM
Non-Profit 501.C3 Tax ID #:	56-1437061
Type of Event	Public Gathering (Festival, Concert)
Brief description of the event	Free concert featuring dueling piano players that will allow the audience to submit songs in an attempt to stump the player. So much fun for the audience.

Set-up Time?	5:30 PM - 7:00 PM
Breakdown Time?	9:30 PM - 10:00 PM
Exact Location of Event (be specific, list streets to be closed)	First Federal Park
A poll of downtown merchants impacted by street closure(s) indicating their support or non-support of the event is required for approval consideration.	
Number supporting:	<i>Field not completed.</i>
Number opposed:	<i>Field not completed.</i>
Estimated Attendance :	
Number of Participants	<i>Field not completed.</i>
Number of Spectators	<i>Field not completed.</i>
Description of assistance requested from Lincolnnton City Departments	
Police	1 officer please, we will pay the officer at close of event
Fire	<i>Field not completed.</i>
Sanitation	4 trash roll-outs, we do plan to sell concession - not alcohol
Streets	<i>Field not completed.</i>
Electric	We will need electrical access for the pianos and DJ
Water/Sewer	<i>Field not completed.</i>
Parks	First Federal Park, bandstand, restrooms
Primary Contact Person	
First Name	Cathy
Last Name	Davis
Email	lincolncultural@gmail.com
Phone	7047408313
Address	403 East Main Street
City/State/Zip	Lincolnton, NC. 28092
Secondary Contact Person	
First Name	Kelsey
Last Name	Williams
Email	lincolncultural@gmail.com
Phone	7047632298
Address	403 East Main Street

Please answer the following questions completely in order to have your application properly processed.

Will this event be using a sound system? Yes

Will there be amplified sound, loud speakers, music, etc. causing a potential noise concern? Yes

If yes to either question above, please specify: This will be typical outdoor entertainment. The crowd might be loud during sing alongs.

Is electric service or outlet access requested? Yes

If yes, specify anticipated electrical use and load Electrical for key boards and DJ for sound

Will this event require trashcan roll-outs? Yes

How many trashcans do you anticipate needing? 4

Will tents, pop-up canopies, tension-membrane structures, trailers, inflatable/air supported devices, fencing, scaffolding, etc. be involved in this event? Yes

If yes, please specify: 10 x 10 for concessions

Will alcohol be provided, served, or sold at this event? No

If yes, please specify: *Field not completed.*

Only those organizations issued a valid ABC permit may provide alcohol. This permit must be provided by the ABC Commission in advance of this event.

ABC Permit Number: *Field not completed.*

Will this event impede the flow of traffic or require that streets be blocked? No

If yes, will the entire width of the street be necessary for this event? *Field not completed.*

Will there be vehicles in this event? This includes food trucks. No

How many? *Field not completed.*

Types of vehicles (Food Trucks or cars, trucks, tractors, floats, golf carts, bicycles, motorcycles, etc.)	<i>Field not completed.</i>
--	-----------------------------

Will there be any cooking, food heating devices, etc. used for this event?	No
--	----

Specify (food trucks? tent food service? etc.)	<i>Field not completed.</i>
--	-----------------------------

NOTE: If there will be any cooking on-site the Lincoln County Health Department must be contacted for any inspections or required health department food permits. The Lincolnton Fire Department will inspect all tents used for cooking. Any permit issued by either of these departments must be submitted to the City of Lincolnton prior to the event. Any special event permit approval is conditional pending the receipt of these permits.

Will there be fire hazard materials at this event?	No
--	----

Specify:	<i>Field not completed.</i>
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Will admission be charged and/or will there be booths/vendors selling items/services?	No
---	----

Will you have a first aid station?	<i>Field not completed.</i>
------------------------------------	-----------------------------

Will animals be used in this event?	No
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Specify	<i>Field not completed.</i>
---------	-----------------------------

No animals are allowed at events unless being used in the event as specified above. This does not apply to service animals. Animals brought by spectators/participants as pets are not allowed.

Will children under the age of 18 be involved in this event?	Yes
--	-----

Is this event covered by liability insurance?	Yes
---	-----

Attach liability insurance certificate:	<i>Field not completed.</i>
---	-----------------------------

You will be required to provide liability insurance coverage for this event in the minimum amount of \$1,000,000 per occurrence and the City of Lincolnton must be named as an also insured party. This is generally a rider on your organization's existing liability insurance, not a separate special event insurance policy. Proof of insurance coverage must be provided prior to the event or activity and any special event permit approval is conditional pending proof of liability insurance coverage.

***The City of Lincolnton is not responsible for providing liability insurance for this event.

Where is the exact location of the event assembly area? First Federal Park in front of the band stand

Where is the disassembly area? *Field not completed.*

Attach a map indicating the event area including street closures, barricade locations, etc. For parade events indicate staging area, start/end points, streets traveled. You may attach multiple files if necessary.

Attach files here: *Field not completed.*

Add any other description or notes on event area and location information. *Field not completed.*

Printed Name/ Signature Cathy Davis

Date 9/27/2024

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

CONTRACT

STATE OF NORTH CAROLINA
COUNTY OF LINCOLN

THIS CONTRACT AND AGREEMENT made and entered into on this the 3rd day of October, 2024, by and between **THE LINCOLN CULTURAL DEVELOPMENT CENTER**, a corporation existing and doing business under the laws of the State of North Carolina, party of the first part, (hereinafter referred to as LCC), and the **CITY OF LINCOLNTON**, a municipal corporation created and existing under the laws of the State of North Carolina, party of the second part, (hereinafter referred to as CITY);

WITNESSETH:

The parties to this Contract hereby recite and declare that:

- a. Section 131.01 of the Code of Ordinances of the City of Lincolnton was so amended by the Lincolnton City Council at its regular meeting on April 4th, 2002 to allow the City to authorize and regulate the possession and consumption of malt beverages and unfortified wine on the public streets, alleys, and parking lots which have been temporarily closed to regular traffic for special events.
- b. The LCC is the sponsor, promoter, and operator of the event known as the “Dueling Pianos Concert” event, which will be staged at First Federal Park in downtown Lincolnton on Friday, October 11, 2024.
- c. At the request of the LCC, the City Council agreed, subject to the provisions and conditions hereinafter set forth, to allow the LCC to administer the sale and sampling of malt beverages, unfortified wine and distilled spirits to the public within the designated event area at First Federal Park at designated location(s) and to supervise and monitor the consumption of said alcoholic beverages at and during the “Dueling Pianos Concert” event at First Federal Park in downtown Lincolnton.

NOW, THEREFORE, in consideration of the reasons and facts recited above, the mutual promises and covenants of the parties as herein set out and for other good and valuable consideration, the receipt of which is hereby respectively acknowledged by the parties, the parties agree as follows:

I.

That in accordance with and subject to the terms and conditions herein set forth, the LCC is authorized to administer the sale and sampling of malt beverages, unfortified wine and distilled spirits to the public at its “Dueling Pianos Concert” event in 2024, which is scheduled to be held on Friday, October 11, 2024.

II.

That all alcoholic beverages sold and served at the event will be sold and consumed within the confines of the designated event area, the location of which must be approved by the City. The LCC agrees to obtain, pay for, and comply with all governmental permits and licenses necessary for the sale and consumption of the alcoholic beverages.

That LCC agrees to provide at its expense capable and competent personnel to administer and monitor the sale, sampling and consumption of alcoholic beverages for the duration of the event. The LCC agrees that its personnel will exercise all due care and circumspection to refuse service or sale of alcoholic beverages to any minor or to any person who may appear to be under the influence of alcohol or any controlled substance.

That LCC will not sell or allow the consumption of any alcoholic beverage before 6:30pm or after 10:00 p.m. on the day of the event.

III.

That LCC hereby agrees to indemnify and hold the City and its employees harmless from any claims, causes of action, loss or injury resulting from the sale and sampling of alcoholic beverages and subsequent consumption thereof by the public at the “Dueling Pianos Concert” event. That LCC agrees to defend the City against any such claims of loss or injury filed against the City.

IV.

That LCC will obtain and pay for liability insurance coverage (in an amount satisfactory to the City) for itself and the City as a result of the sale of alcoholic beverages at First Federal Park in the City during the “Dueling Pianos Concert” event. That LCC will promptly provide a copy of said insurance policy(ies) to the City. All policies will designate the City as a named insured.

V.

That the City reserves the exclusive right to modify, cancel, and rescind this Contract at any time hereafter if, in its sole discretion, the sale and consumption of alcoholic beverages at the “Dueling Pianos Concert” event has resulted in problems that are detrimental to the health, welfare, or well-being of the City or its citizens.

VI.

That it is further understood and agreed by both parties that no promises or agreements not herein expressed have been made to or by either party hereto, and that this Contract contains the entire agreement between the parties hereto, and that the terms and conditions of the Contract are contractual and not a mere recital.

VII.

That this Contract may be amended only by written instrument signed and executed by the parties hereto.

IN WITNESS WHEREOF, the party of the first part has caused this instrument to be signed in its corporate name by its duly-authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, and the party of the second part has caused this instrument to be signed by its Mayor and attested by its Clerk, the day and year first above written.

LINCOLN CULTURAL DEVELOPMENT CENTER, INC.

By: _____
Cathy Davis, Executive Director

CITY OF LINCOLNTON

By: _____
Ed Hatley, Mayor

Attest:

Daphne Ingram, City Clerk **(Municipal Seal)**



LINCOLNTON AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council

Date: October 3, 2024

From: Daphne Ingram, City Clerk

Subject: Request for Permission to Post Notice and Accept Applications to Fill Upcoming Vacancies on Various Boards and Commissions - Appoints to be made at the December Council Meeting

Summary:

Listed below are the upcoming vacancies on our various Boards and Commissions. Upon your direction, a notice will be posted and those interested in serving will be permitted to submit an application. If individuals that are currently serving choose not to serve a second- three-year term, those seats will also need to be filled. Appointments are needed as follows:

ABC Board - 1 new appointment

Recreation Board - 1 new appointment and two re-appointments

Tourism Authority - 3 new appointments (2 local residents, 1 hotel/motel industry representative)

Planning Board - 1 new appointment and 1 re-appointment

Background:

Re-Appointments - In keeping with City policy, the current appointees will be contacted and notified of their eligibility to serve a second three-year term, which will run from January 2025 through December 2027.

New Appointments - Applications will be received during the month of October for several vacancies.

A copy of each application received will be included in the November agenda packet for your consideration/review. New appointments will be made at the December Council Meeting.

Fiscal Impact:

NA

Recommendation:

Approval

Attachments:

1. BOARDS AND COMMISSIONS - 2024 EXPIRING TERMS - UPDATED

**BOARDS AND COMMISSIONS
EXPIRING TERMS – (December 2024)**

<u>BOARD</u>	<u>NAME</u>	<u># OF TERMS</u>
A B C BOARD	TOMMY HUSKEY	2ND TERM
RECREATION BOARD	WILL KISER	2ND TERM
RECREATION BOARD	JOHN GREGORY	1ST TERM
RECREATION BOARD	CANDICE FLEMING	1ST TERM
AIRPORT AUTHORITY	TIM SMITH	2ND TERM
TOURISM AUTHORITY	CAROL KING	(filled un-expired term of Jamel Farley)
PLANNING BOARD	GREG McBRYDE	2ND TERM
PLANNING BOARD	MONTE TYSON	1ST TERM

REPLACEMENTS NEEDED

TOURISM AUTHORITY	ANGELA LOVELACE
TOURISM AUTHORITY	ALLISON GAHRMANN
HISTORIC PROPERTIES	KRYSTAL GREER



LINCOLNTON
AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council
Date: October 3, 2024
From: Todd Elmore, Water Resources Director
Subject: Lincoln Meadows Easement Agreement

Summary:

Background:

Fiscal Impact:

Recommendation:

Approval

Attachments:

None



LINCOLNTON
AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council
Date: October 3, 2024
From: Ritchie Haynes, City Manager
Subject: Interlocal Agreement - Communications and Dispatching Services

Summary:

Background:

Fiscal Impact:

Recommendation:

Attachments:

1. agreement - communication and dispatching services

**INTERLOCAL AGREEMENT BETWEEN LINCOLN COUNTY
AND THE CITY OF LINCOLNTON FOR COMMUNICATIONS
AND DISPATCHING SERVICES**

THIS INTERLOCAL AGREEMENT (the "**Agreement**") is made and entered into this the ____ day of _____, 2024 by and between **Lincoln County**, a North Carolina body corporate and politic (the "**County**") and the **City of Lincolnton**, a North Carolina municipal corporation (the "**City**");

W I T N E S S E T H

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

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

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

WHEREAS, the County and the City, by and through their governing boards, have determined that it is a mutual advantage of the County and City, as well as an advantage to the citizens of both the City and the County, to enter into this Agreement for the provision communications and dispatching services for all City first responders, including the Lincolnton Police Department (the "**LPD**") and the Lincolnton Fire Department ("**LFD**"); and

WHEREAS, the County has an established and operates the Lincoln County Communications Center (the "**LCCC**") which currently dispatches and handles all emergency communications for the County, the City, all fire departments within the jurisdiction of Lincoln County, and the Lincoln County Sheriff's Office; and

WHEREAS, the County and the City, by and through their governing boards, believe that it is in the best interest of its citizens to continue the centralization of dispatching all emergency calls at the LCCC, and the County has indicated its willingness to continue with this responsibility.

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

1. General Services Provided. The County shall provide emergency dispatching and communications services for the City, including both LPD and LFD and any other matter for which dispatch is requested. The Services provide shall include the following tasks:

- (A) Receive all alarms as transmitted by telephone or radio;
- (B) Maintenance of listings for all streets, blocks, special hazards, and other information as supplied by the City and/or the County's Tax Department;
- (C) Maintenance of all listings for emergency response as prepared by the City and the County collectively;
- (D) Maintenance of and training on all appropriate guidelines for emergency communications and dispatching as required under State law;
- (E) Dispatching of LFD apparatus to both emergency and non-emergency incidents pursuant to the guidelines stated herein, including but not limited to activation of tone alerting systems;
- (F) Providing on-the-air communications for the City, LFD and LPD as required to carry out their essential functions (not including any City utilities);
- (G) Maintenance of basic response information for each incident including, but not limited to: (1) time of alarm, (2) time of dispatching, (3) time of response, (4) time of arrival, (5) time that incident is declared under control, and (6) all other pertinent information as agreed upon from time to time between the City and the County.

2. **After-Hours Services.** The County, through the LCCC, shall assist LPD by answering all DCI messages directed to LPD that are alt-routed to the LCCC during the hours of 05:00 P.M. to 08:30 A.M. Monday through Friday, all holidays and all weekends ("After Hours"). These After Hour services shall include, but is not limited to, hit confirmation requests, administrative messages and BOLOs.

During those After Hours, the LPD may send confirmation requests to the LCCC, and the LCCC will then notify the requesting LPD officer that a confirmation request has been received and that a response is pending. The LCCC will work diligently to assist LPD in a timely manner.

3. **Annual DCI Agreement.** The LCCC and the LPD shall enter into a DCI Servicing Agreement pursuant to State requirements, and annual auditing requirements. The standard agreement required to be entered into annually is attached hereto as Exhibit A.

4. **Payment for Services.** The City shall annually pay the County, on the 1st day of July of each year, the amounts set forward herein for all services provided hereunder. Beginning with Fiscal Year 2025, the City shall pay the County in the amount of Fifty-Five Thousand and 00/100 Dollars (\$55,000.00) and said amount shall increase annually at a rate of Two and One-Half Percent (2.5%).

5. **Payment for PSAP User License.** The City shall be responsible for the payment of the license costs for all user licenses being used by the LPD. This payment shall be paid directly to the vendor providing the services, unless the County is billed directly for all license agreements then the City shall be responsible for reimbursement to the County for payment of those license fees.

6. **Term of Agreement.** This Agreement shall be for a term of five (5) years ending on June 30, 2029, and shall automatically renew on an annual basis thereafter unless one party provides written notice of termination at least ninety (90) days before the automatic renewal of the Agreement.

7. **Miscellaneous Terms.**

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

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

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

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

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

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

(E) **Mutual Negotiation.** Both the County and the City acknowledge and stipulate that this Agreement is the product of mutual negotiation and bargaining and that it has been

drafted by respective counsel for both the County and the City. As such, the doctrine of construction against the drafter shall have no application to this Agreement.

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

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

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

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

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

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

SIGNATURES TO APPEAR ON FOLLOWING PAGE

CITY OF LINCOLNTON,
a North Carolina municipal corporation

BY: _____
Ed Hatley, Mayor

ATTEST:

(SEAL)

Daphne Ingram, City Clerk

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

John Friguglietti, Jr., City Attorney

STATE OF NORTH CAROLINA
COUNTY OF LINCOLN

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

Witness my hand and official seal this _____ day of _____, 2024.

(SEAL)

Notary Public
My Commission Expires: _____

LINCOLN COUNTY,
a North Carolina body corporate and politic

BY: _____
Cathy G. Davis
Chair of the Board of Commissioners

ATTEST:

(SEAL)

Jennifer M. Farmer, County Clerk

Approved as to form on behalf of Lincoln County.

Megan H. Gilbert, County Attorney

STATE OF NORTH CAROLINA
COUNTY OF LINCOLN

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

Witness my hand and official seal this _____ day of _____, 2024.

(SEAL)

Notary Public
My Commission Expires:



LINCOLNTON
AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council
Date: October 3, 2024
From: Ritchie Haynes, City Manager
Subject: DCI Servicing Agreement - Lincolnton Police Department and Lincoln County Communications Center

Summary:

Background:

Fiscal Impact:

Recommendation:

Attachments:

1. agreement - DCI

DCI SERVICING AGREEMENT BETWEEN
THE LINCOLN COUNTY COMMUNICATIONS CENTER AND
THE LINCOLNTON POLICE DEPARTMENT

This DCI Servicing Agreement (the "Agreement") is made this ____ day of _____, 20____ by and between Lincoln County *by and through* the Lincoln County Communications Center (the "Servicing Agency") and the City of Lincolnton *by and through* the Lincolnton Police Department (the "Recipient Agency") for the purposes and considerations hereafter set forth herein.

I. PURPOSE. The Purpose of this Agreement is to outline the responsibilities of each agency in regard to record-transactions to the State Bureau of Investigation (S.B.I.) Division of Criminal Information; the verifications, validations and "hit" confirmations of such transactions; and the use of information obtained from the S.B.I. Division of Criminal Information computer system through this agency.

II. RESPONSIBILITIES OF SERVICING AGENCY. The Servicing Agency agrees to provide DCI Information access to the Recipient Agency twenty-four (24) hours a day, seven (7) days a week. This telecommunication includes:

(A) Making all the necessary transactions requested by the Recipient Agency to the SBI Division of Criminal Information computer system concerning stolen property, wanted persons and missing persons.

(B) Providing the Recipient Agency with a copy of all transactions made through the SBI Division of Criminal Information computer system on behalf of the Recipient Agency, if requested.

(C) Entering complete and accurate data into the DCI/NCIC files as provided by the Recipient Agency.

(D) Making all transactions to the DCI computer system in a timely manner, which means immediately following receipt of request(s) and all necessary information.

(E) Verifying and documenting all DCI/NCIC record entries, cancellations, clears, or modifications made with the Recipient Agency's ORI number.

(F) Providing "hit" confirmations – transactions for data entered into the DCI/NCIC file for the Recipient Agency 24-hours a day in the manner agreed upon in Section III.F of this Agreement.

III. RESPONSIBILITIES OF RECIPIENT AGENCY. The Recipient Agency agrees to comply with the following policies and procedures in order for the Servicing Agency to provide proper information to the SBI Division of Criminal Information for the Recipient Agency:

(A) Data provided to the Servicing Agency to be entered into the SBI Division of Criminal Information computer system shall be factual information collected by criminal justice personnel in the performance of the administration of criminal justice.

(B) Data provided to the Servicing Agency to be entered into DCI shall be complete, accurate and substantiated by a written report.

(C) In order for the Servicing Agency to make all transactions into the SBI Division of Criminal Information computer system in a timely manner, all requests for transactions should be made immediately after receiving valid reports or locating and/or recovering stolen property or missing and/or wanted persons.

(D) The printout copy of record transactions made by the Servicing Agency on behalf of the Recipient Agency should be verified by Recipient Agency for accuracy and completeness, if any discrepancies are noted, Servicing Agency should be notified immediately.

(E) DCI/NCIC validations shall be performed in the manner required by the SBI Division of Criminal Information. A copy of the validations shall be provided to the Servicing Agency after the validation is performed in order for the Servicing Agency to verify their records and make any necessary changes.

(F) In order for the Servicing Agency to provide "hit confirmation" information through the SBI Division of Criminal Information computer system 24 hours per day, on records belonging to the Recipient Agency, the Servicing Agency's telephone number must be placed in the miscellaneous field of each entry.

The following procedures will be followed:

(1) The **Lincoln County Communications Center**, as the Servicing Agency, upon receipt of a "hit confirmation" shall contact the **Lincolnton Police Department**, as the Recipient Agency, to confirm record. It is the responsibility of Lincolnton Police Department to confirm that an able body will be available for said confirmation 24 hours per day.

(2) The **Lincolnton Police Department**, as the Recipient Agency, will provide the **Lincoln County Communications Center**, as the Servicing Agency, with a copy of the original report and all supplementals and therefore authorizes the Servicing Agency to be the official holder of said records and to confirm hits.

IV. USE OF ORIs IN TRANSACTIONS. Both agencies agree that in DCI/NCIC record transactions, the ORI of the official holder of the record should be used. It is also agreed that the designated official record holder is the Lincolnton Police Department (ORI NC0550100) and such agency shall be liable for record accuracy, completeness and verifications of all "hit confirmations."

V. TERMINATION OF AGREEMENT AND SERVICES. Either agency has the right to terminate this Agreement upon determination that any applicable law, rule or regulation has been violated. Also, either agency has the right to terminate this Agreement if it is determined that the terms of this Agreement have been violated. It is further agreed that transactions made to the SBI Division of Criminal Information on behalf of the Recipient

Agency are provided as a service and this service may be discontinued by the Servicing Agency if, at any time, this service becomes a burden on the Servicing Agency due to personnel, manpower or computer system availability.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed on behalf of their respective agencies, the executing individuals being duly authorized, all as of the day and year first above written.

<u>Servicing Agency</u> Lincoln County Communications Center	<u>Recipient Agency</u> Lincolnton Police Department
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By: _____ Name: William D. Gibbs Title: Director	By: _____ Name: Brian Greene Title: Chief of Police
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Lincoln County	City of Lincolnton
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By: _____ Name: Davin W. Madden Title: County Manager	By: _____ Name: Ritchie Haynes Title: City Manager
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