A G E N D A

LINCOLNTON CITY COUNCIL

Lincolnton NC

Near the City. Near the Mountains. Near Perfect.

January 4, 2024

7:00 p.m.

Council Chambers

City hall

LINCOLNTON
AGENDA
January 4, 2024
7:00 PM

CALL TO ORDER

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

1. AGENDA APPROVALS

1a Approval of REGULAR AGENDA

1b Approval of CONSENT AGENDA

- **December 7, 2023 - Regular Meeting Minutes**
- **Retirement Recognition - Jennifer H. Boyles - 11 Years of Service to the Citizens of Lincolnton**
- **ADDED - Clarifier Bid Response Tabulation**

2. PUBLIC COMMENT

Speakers will be limited to three (3) minutes to address Mayor and City Council. You must sign in with the City Clerk to be eligible to speak

3. PUBLIC HEARINGS

3a CZ-13-2023 Application from Jonathan Hoyle requesting a conditional district rezoning of 3.05 acres of land from GMC to TID district to construct a housing development. The subject property is located on the east side of South Edwards Street, approximately 450 feet south of the intersection of South Edwards Street and East Main Street (Parcel ID 00621)

Jean Derby, Planning Director

3b ZTA-4-2024 Zoning Text Amendments to Chapter 153 Unified Development Ordinance.

Jean Derby, Planning Director

4. REGULAR AGENDA

4a Presentation of the Annual Comprehensive Financial Report - Fiscal Year Ended June 30, 2023

**Lowdermilk Church & Co.
L.L.P.**

4b BA-01-24 Budget Amendment to General Fund, Boger City Fire District, Powell Bill Fund, Water & Sewer Fund, Electric Fund, and Special Revenue-SCIF Funds.

Pamela McBryde, Finance Director

4c C-01-24 Consideration of Contract between the City of Lincolnton and Lowdermilk Church & Co., L.L.P. for the audit ending 06/30/24.

Pamela McBryde, Finance Director

5. REGULAR AGENDA

5a R-01-24 Resolution to Appoint Jean Derby as Review Officer

Jean Derby, Planning Director

5b R-02-24 Resolution to Appoint Ashley Jones as Review Officer

Jean Derby, Planning Director

5c R-03-24 / C-02-24 Resolution to Adopt an Interlocal Cooperation Agreement Between the City of Lincolnton and Lincoln County

Ritchie Haynes, City Manager

6. OTHER BUSINESS

6a Quarterly Code Enforcement Report/Update

6b Manager's Report/Update

7. NEWS MEDIA

8. ADDED - CLOSED SESSION

8a In accordance with NCGS 143-318.00(a)(6) to discuss Personnel

9. ADJOURNMENT

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

The Following council members were present:

Demeny Poinsette Tipton Jetton

Mayor Ed Hatley called the December 7th Lincolnton City Council meeting to order, asking everyone to stand for a moment of silence. At the request of Mayor Hatley, Mr. Dale Punch led the Pledge of Allegiance.

Councilmember Poinsette requested to make an addition to the meeting agenda, adding agenda item 6D – Discussion Regarding Court House Banners. Councilmember Jill Tipton made a motion to approve the agenda as amended. Members voted 4-0 in favor of the motion.

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

- Meeting Minutes – November 2, 2023 - Regular Meeting

Members voted 4-0 in favor of the motion.

Special Presentation

Mayor Ed Hatley presented a proclamation to Mr. Roy Lighfoot and other members from the Sons of Liberty organization, honoring the 250th Anniversary of the Boston Tea Party. The Proclamation read as follows:

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

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

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

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

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

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

250TH ANNIVERSARY OF THE BOSTON TEA PARTY

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

Adopted this the 7th day of December, 2023

After the presentation, Mr. Lightfoot gave remarks about this historical event and the impact it had in our nation's history. He also provided information regarding other upcoming events honoring this 250th Anniversary.

Mayor Hatley also recognized Finance Director Pam McBryde and her team for once again receiving the GFOA Certificate of Achievement for Excellence in Financial Reporting. Councilmember expressed their thanks for the fantastic job they do. Ms. McBryde created her department staff, giving a shout out to Denise, Jennifer, Rebecca and Stephanie.

Public Comment

Mr. Dale Punch, who was accompanied by several Legionnaires and Veterans, requested to address Council regarding his opposition to hanging banners on the historic Court House, suggesting that the proposed banners be hung at the Cultural Center.

Mr. Alan Hoyle also requested to express his thoughts on what he feels is an attack on the United States in regards to the virus and shots that are being given. Prior to beginning he requested seven seconds of silence in remembrance of Pearl Harbor. Mr. Hoyle presented a request for a resolution to end the shots in the City of Lincolnton.

Councilmember Roby Jetton expressed his thanks to Mr. Hoyle for the work done on the Nativity Scene on the court square.

Elizabeth Christopher, who resides at 745 Brady Branch Trail, Lincolnton, voiced her concerns regarding a neighbor's property and the lack of code enforcement that is being done. She also spoke to the poor condition of the old Brian Center property on S. Aspen Street, requesting that action be taken to address it. She also complained about slow leaf pickup.

PUBLIC HEARING

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

Mayor Ed Hatley opened the public hearing and recognized Planning Director Jean Derby to review the request. Ms. Derby gave a detailed summary of the request, explaining both the existing zoning, as well as the the zoning proposed and the proposed use for the space. She provided an arerial and a number of different street views of the space. Ms. Derby reviewed the site plan information, showed a graphic of the proposed project and explained the reason staff feels that the project is consistent with the mixed use residential designation. Ms. Derby acknowledged each of the staff comments and conditions of approval regarding the project. She informed that Planning Board voted 5 to 0 in favor of approval and that staff also recommends approval. The applicant, Mr. Chris Brogden, was in attendance.

With no further discussion, Councilmember Jill Tipton made a motion to close the Public Hearing. Members voted 4-0 in favor of the motion.

Councilmember Roby Jetton made a motion to approve the request as recommended by staff and planning board. Members voted 4-0 in favor of the motion.

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

Mayor Ed Hatley opened the public hearing and recognized Planning Director Jean Derby to review the request. Ms. Derby provided a detailed summary of the request and where it is located. She gave some background on the current zoning and the requested proposed zoning stating that the change will allow the applicant to construct a deer processing facility. Ms.

Derby provided an aerial of the lot, as well as several street views. She acknowledged both the adjacent Dance Studio and the other neighboring properties.

The site plan was reviewed, with Ms. Derby explaining everything that will be included and required. She expressed staffs belief that changing the zoning from Neighborhood Business –Conditional Use to GMC Conditional District would be consistent with the description of the Neighborhood Business Corridor. Ms. Derby concluded by providing staff comments and conditions of approval, again stating staffs feelings that the rezoning is consistent and reasonable with some strategies from the Land Use Plan which encourages neighborhood friendly types of new commercial development in residential areas.

Ms. Derby informed members of Planning Boards 4 to 1 vote for approval, and shared a suggestion that the fence line be extended up to the parking area, and listed staffs recommended actions.

Some discussion was generated. Both the applicant and Mr. David Ledford, who was representing the applicant, were in attendance. Mr. Ledford answered several questions were asked regarding both the site, the facility and the processing methods that will be used.

Councilmember Poinsette 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 as recommended by the Planning Board and the staff. Members voted 4-0 in favor of the motion.

REGULAR AGENDA

<u>Application from Century Communities for Completion of Improvements for Carpenter Farms</u>

Planning Director Jean Derby presented and reviewed an application from Century Communities. She displayed current site view of the project and spoke to the work that has been completed. Ms. Derby explained the City's ordinance in regards to final subdivision plat submission and review. She also spoke to the provision in the ordinance that states that in lieu of requiring the completion, installation and dedication of all improvement prior to final plat approval, the City may enter into an agreement with the subdivider whereby the subdivider shall agree to complete all required improvements. Ms. Derby noted the signed contract in the agenda packet. She stated that the subdivider is proposing to submit a surety performance bond of approximately 6.4 million dollars to cover the estimated cost of the improvements. Ms. Derby concluded explaining that approval would allow the applicant to record their final plat, after which they can begin vertical construction.

Councilmember Poinsette made a motion to approve the application from Century Communities. Members voted 4-0 in favor of the motion.

Before taking her seat, Planning Director Jean Derby recognized Ashley Jones for the recently completing all of the requirements to become a Certified Zoning Official. Ms. Derby noted that Ashley made a perfect score.

<u>Consideration of 5 year Term for Endpoint (PC) Security, Umbrella (DNS), Dashboard (AI)</u>

Chris Jones, Technology & Innovation Director, provided some background information on the City's current solution and why a better solution is needed to protect PC's and safeguard internet traffic. Mr. Jones spoke to what would be included in the 5 year term for Endpoint (PC) Security, Umbrella (DNS0, and Dashboard (AI) and the purpose for each. He presented members the quote, to be billed yearly, informing that the needed funds have already been budgeted.

The department's recommendation is to go with Advantage over the Essentials model in the due to the ability to integrate with third party software and tie in with other infrastructure seamlessly. City Manager Ritchie Haynes expressed his support of the request and both he and Mr. Jones spoke to the importance of being proactive against cyber security incidents.

Councilmember Demeny made a motion to the 5 year term proposal. Members voted 4-0 in favor of the motion.

(R-12-23)

<u>Consideration of Resolution adopting the 2024 Calendar for Lincolnton City Council Meeting dates and times in accordance with the Open Meetings Law and NCGS 143-33</u>

City Clerk Daphne Ingram presented the following resolution:

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

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

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

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

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

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

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

All of these being held in 2024. The City Council, meeting in Regular Session on December 7, 2023, established these dates and times and ordered this resolution be published one time in the Lincoln Times-News at least fifteen days prior to the January 4, 2024 meeting. The City Council further ordered a copy of this resolution be posted on the bulletin boards on the first and second floors of the City Hall, located at 114 W. Sycamore Street. The purpose of this advertisement and the posting of this notice acknowledges the requirement as described in Chapter 143-318.12 of the General Statues of North Carolina

Adopted this 7th day of December, 2023.

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Councilmember Jetton made the motion to adopt the Resolution submitted. Members voted 4-0 in favor of the motion.

<u>Consideration of Applications from Individuals interest in serving first 3-year term to the following boards</u>

Mayor Ed Hatley opened the floor for nominations for an appointment to the ABC Board. Applications were submitted from the following individuals: Eric Taylor, Robert Lee Haynes and David Huffines.

Councilmember Roby Jetton nominated Mr. Robert Lee Haynes for a first 3-year term that will begin January 2024. Members voted 3-1 in favor of the appointment with Demeny, Tipton and Jetton voting for and Poinsette voting no.

With only one application being received, **Councilmember Demeny made a motion to appoint Mr. Lee Hansen to the Lincolnton Housing Authority. Members voted 4-0 in favor of the motion.**

Consideration for re-appointing individuals for a Second 3-year Term to the various Board and Commissions

The following individuals, due to expiration of their current term, were presented to council for re-appointment for another term to their respective boards:

Kristy McBryde – Housing Authroity
Laura Gregory – Historic Properties
Kristin Radebaugh – Planning Board
Nathaniel Ingram – Recreation Board
Sandra Villanova – Recreation Board

Councilmember Poinsette made a motion to approve the individuals for their second 3-year term. Members voted 4-0 in favor of the motion.

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

City Manager Ritchie Haynes addressed Council regarding this item, stating that it is part of a $300,000 grant received for Wastewater Plant and $100,000 for the Water Plant. He explained the scope of the work and the testing that will be done. He informed the low bid coming from KRG Utility for $253,625.00. Mr. Haynes recommended accepting the bid and entering into a contract for the project.

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

Consideration/Discussion regarding Court House Banners

Addressing the item that she requested be added to the agenda, Councilmember Poinsette spoke to the governing regarding the proposal for banners to be displayed on the historic courthouse. Ms. Poinsette expressed her opposition to banners being hung, whether permanent or temporary. Councilmember Jetton read several responses he received from citizens regarding the banners, which were against hanging the banners. More discussion was generated with Councilmember Demeny commenting on the negative responses he also received. He stated that even though the intent and purpose is understood, it does not seem to be a very popular thing to do.

Prior to the vote, Councilmember Poinsette publicly thanked the County Commissioners for asking for the Council's opinion. With no further discussion, Members unanimously voted against hanging banners.

Approval of Proposal for Consulting Services-NCDEQ Asset Inventory & Assessment Drinking Water AIA-D-ARP-029/Wastewater AIA-W-ARP-0242

City Manager Ritchie Haynes presented a request from approval to the board, explaining that through a grant received for AIA, an RFQ was advertised for engineering services for assessments. As a result of the RFQ, Mr. Haynes informed that McGill Engineering was chosen and presented proposed contract. $55,000 for the water distribution system and $45,000 for the Wastewater. He reminded members that the requested funds are a part of the grant received.

Councilmember Christine Poinsette made a motion to approve the recommendation. Member's voted 4-0 in favor of the motion.

Consideration of Request for Qualifications for the New Public Service Center

City Manager Ritchie Haynes directed members to the RFQ information for the new Public Service Center that was provided in their agenda packets. Mr. Haynes informed that meetings were held with three (3) firms, Progressive AE, Becker Morgan Group and Upland Architects. He spoke to how unusual it is for all members of the panel to agree on which firm should be selected. Mr. Haynes recommended that Becker Morgan Group be hired, and that council allow a contract to be drafted and signed, with official board action be taken at the next meeting. Representatives from the firm were in attendance and were allowed to speak, thanking council for the opportunity and express their excitement regarding project

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

Consideration of a Water Agreement/Contract between the City of Lincolnton and the City of Cherryville

City Manager Ritchie Haynes presented the proposed contract, noting two changes that were made to the first draft. He also noted an additional change that he is recommending to be made prior to final execution. Mr. Haynes gave some background information, explaining the reason the agreement is needed. He spoke to how this agreement will benefit both entities, not only now, but in the future. He spoke to the potential project for Cherryville, that if it happens, will allow the City to sell them one million gallons of water per day, equating approximately $200,000 in revenue. Mayor Hatley commented that it will be a win, win for Cherryville and a win, win for Lincolnton.

Councilmember Tipton made a motion to approve the contract with Cherryville for the water agreement. Members voted 4-0 in favor of the motion.

OTHER BUSIINESS

Manager's Report/ Activity Update

City Manager Ritchie Haynes distributed his manager's report to members of the governing board. Instead of reviewing the Managers Report this month, Mr. Haynes stated he would be giving a report on the homeless task force. He did comment that the report included multiple dates of the different events/activities during the month of December, as well as the advertisement that LTDA will be featuring in several publications. Chief Green's homeless assignment report and Social District 101 from Rhonda Hunter with LEDA was also included.

As he mentioned, Mr. Haynes reviewed the Homeless Task Force Plan that was distributed to council. He spoke to the make-up of the committee, the three sub-groups and what each group is tasked with doing. Mr. Haynes spoke to all 16 tasks, updating on the description, progress and the current status of the task. He welcomed councilmembers to come and sit in on the meetings and hear some of the conversations within the sub-groups. Upon the offer from Mr. Haynes to have Chief Greene provide an update to council, Councilmember Demeny suggested that the update be given on a quarterly basis. Mr. Haynes also informed council that an Action Item Spread Sheet will be provided in their monthly packets and spoke to the status of several code enforcement cases. Mr. Haynes concluded recognizing Ashely Jones on her accomplishment and commended several other city employees for their exceptional job performance during a traffic accident.

NEWS MEDIA:

Upon opening the floor, questions from Mr. Mike Powell with Lincoln Times News were asked and answered by staff.

CLOSED SESSION:

Councilmember Poinsette moved that the council enter closed session pursuant to G.S. 143-318.11(a)(5)(6) to discuss property acquisition and personnel matters. The council voted 4-0 to enter closed session.

ADJOURNMENT:

Returning to open session, Councilmember Roby Jetton made a motion to adjourn. Members voted 4-0 in favor of the motion.

_______________________________	___________________________
DAPHNE INGRAM, CMC	**ED HATLEY**
CITY CLERK	**MAYOR**

City of Lincolnton
In Appreciation of

Jennifer H. Boyles

Upon Her Retirement On
January 1, 2024

The City of Lincolnton recognizes the employees of the City are its greatest strength, and honors their dedication and contributions to the City and its citizens.

May you be proud of the work you have done, the person you are, and the difference you have made.

11 *Years of Service for the Citizens of Lincolnton*

City Manager

Lincolnton NC
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Mayor

City of Lincolnton

Rehabilitation of Existing Envirex Clarifier

And 100hp RAS Pumps

SEL (Loan)

Bidder: Charles R. Underwood Inc.

Item No.		Description	Payment	Estimated Quantity	Unit Price (USD)	Total Price (USD)
1	Mobilization/Demobilization	LS	1	$16,050.00	$16,050.00
2	Clarifier 1 and 2 Disassembly/Reassembly	LS	2	$172,119.18	$344,238.36
3	Clarifier 1 and 2 Surface Cleaning	LS	2	$93,220.28	$186,440.56
4	oear Box Rebuild Clarifier 1 and 2	LS	2	$46,625.25	$93;250.50
5	Scum Baffle Replacement Clarifier 1&2	LS	2	$67,153.74	$134,307.48
6	Density Current Baffle Replacement 1&2	LS	2	$147,756.75	$295,513.50
7	Clarifier Concrete Floor Coating	LS	2	$35,824.32	$71,648.64
8	RAS Pump Factory Rebuild	LS	2	$52,872.02	$105,744.04
9	Ebara Duplex Pump Control Panel	LS	1	$51,159.48	$51,159.48
10	Bid and Performance Bonds	LS	1	$18,150.00	$18,150.00
	Total Base Bid				$1,316,502.56

Note: No Other Bids Received

Accepted By Lincolnton City Council

Date: ____________________________

Certified By: _______________________

Printed Name: _____________________

Title: ____________________________

Lincolnton NC™

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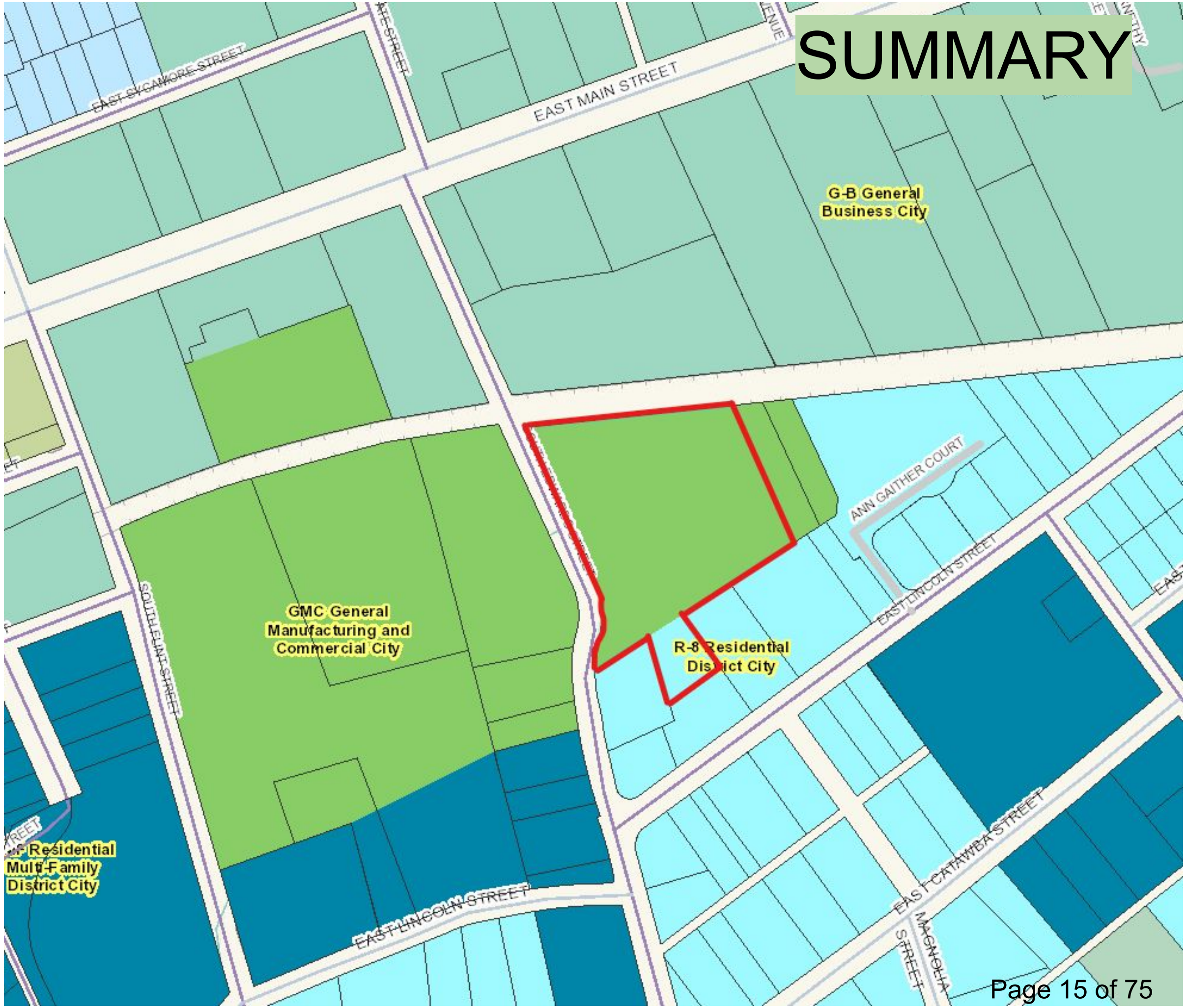
Public Hearing Staff Analysis
CZ-13-2023
Edwards Street, PID 00621

SUMMARY

Zoning
Existing: GMC and R-8
Proposed: Transitional Infill Development (TID)

Current Use
Vacant land

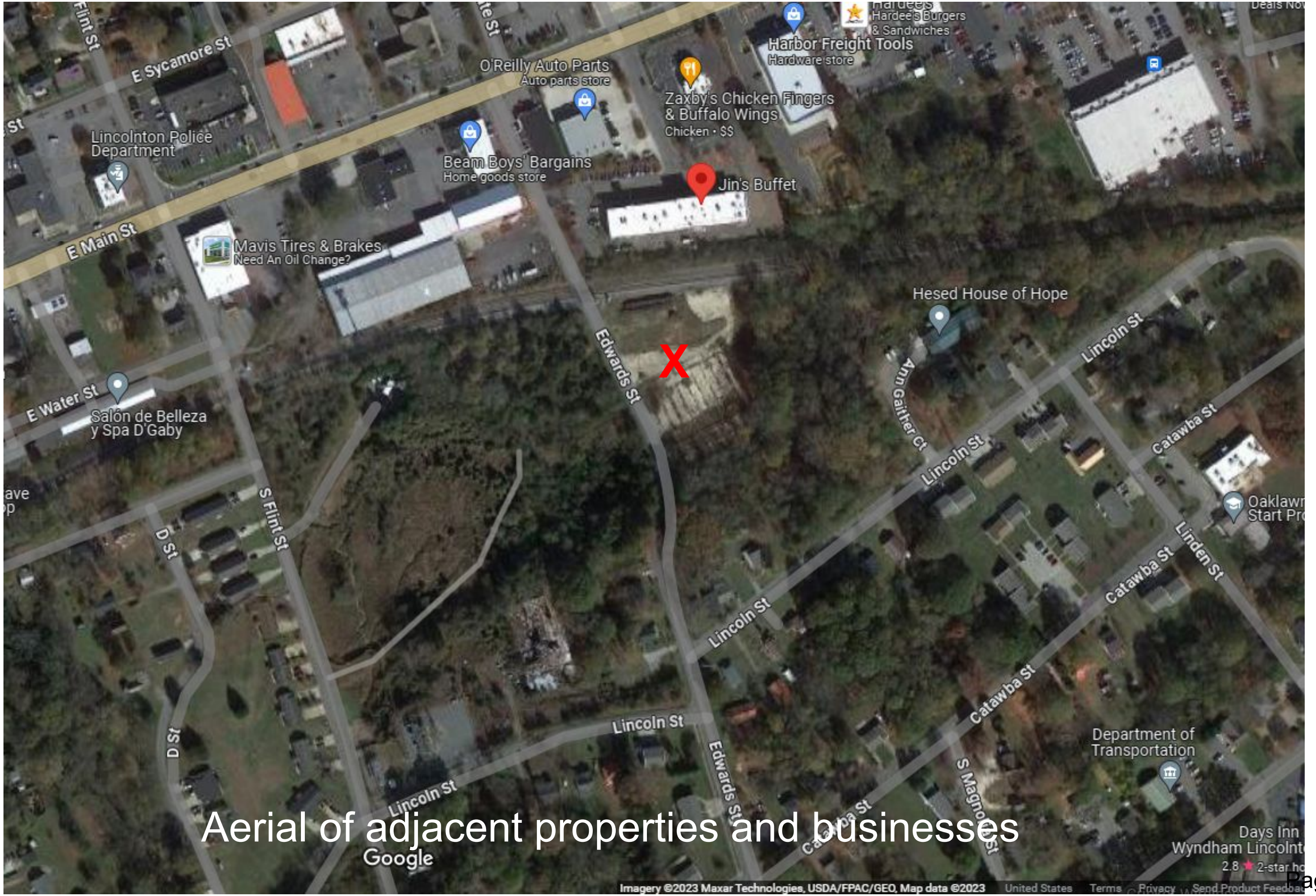
Proposed Use
Housing



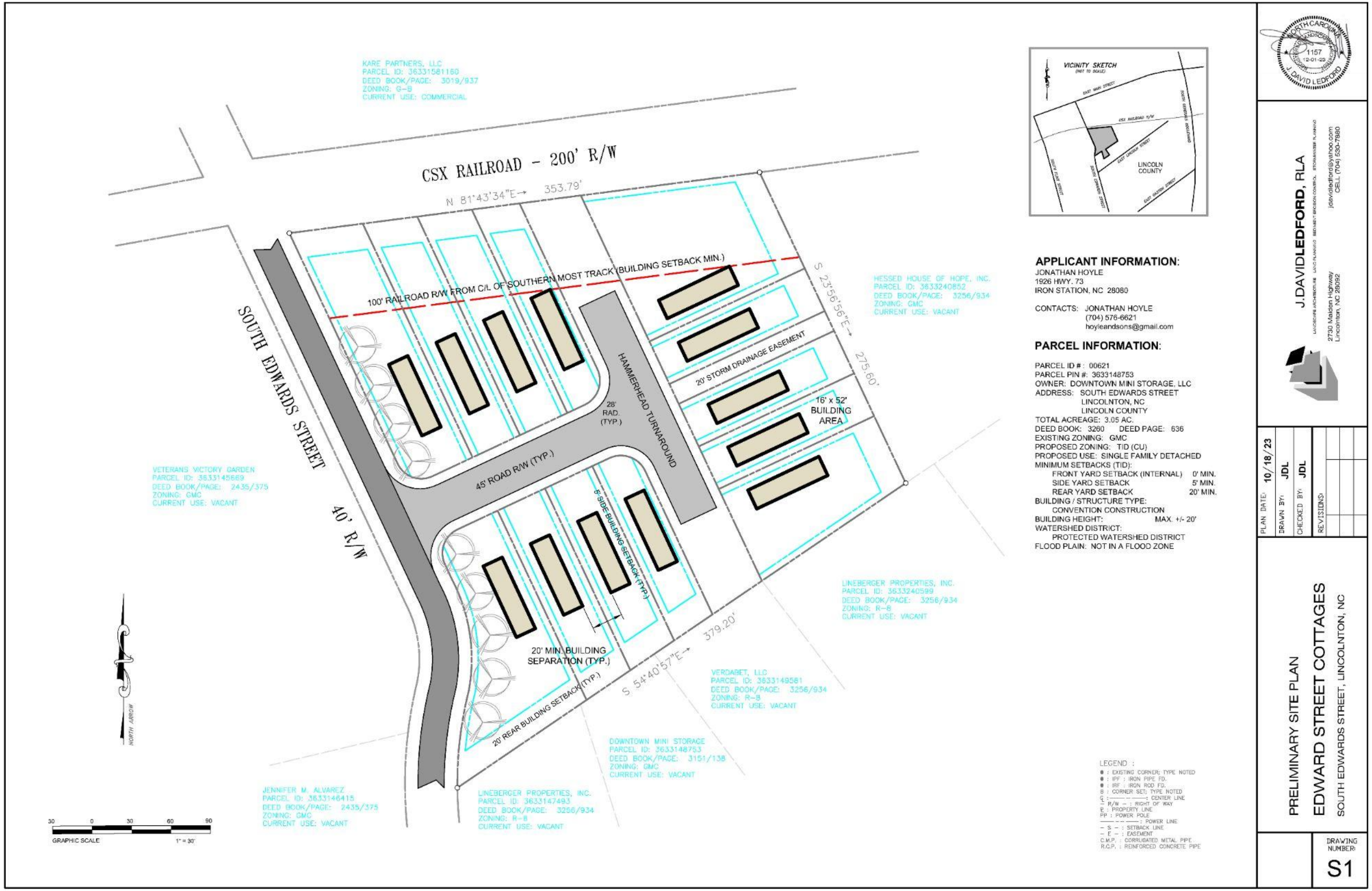
PROJECT AREA

STREET VIEWS

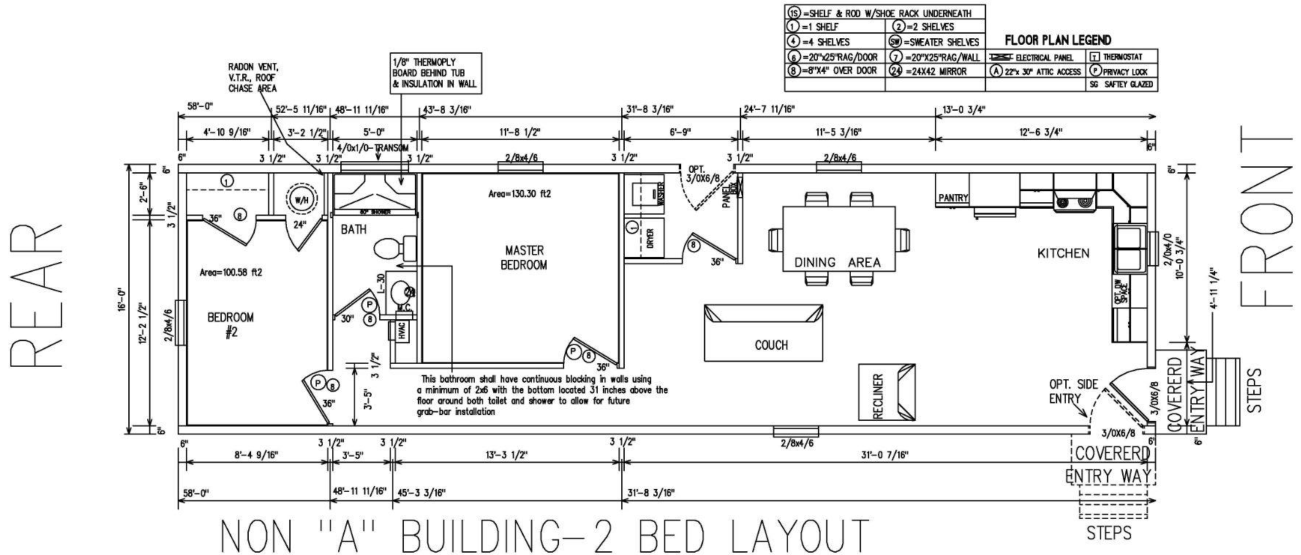
Looking North on Edwards Street



Aerial of adjacent properties and businesses



- 3.05 acres
- 13 units
- 2 bedroom/1 bath
- Approximately 900 SF units
- ADA compliant
- Will have a property manager
- For working individuals/ families that are working but at or under current poverty level with proof of income/ employment



NON "A" BUILDING-2 BED LAYOUT

58'-0"

16'-0"

855 SQ.FT. (INSIDE TO INSIDE WALLS)

928 SQ. FT. OUTSIDE THE WALLS

2 BED UNIT

6" EXT. WALLS
FOR INSULATION

LAND USE PLAN

LAND USE PLAN COMPLIANCE

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

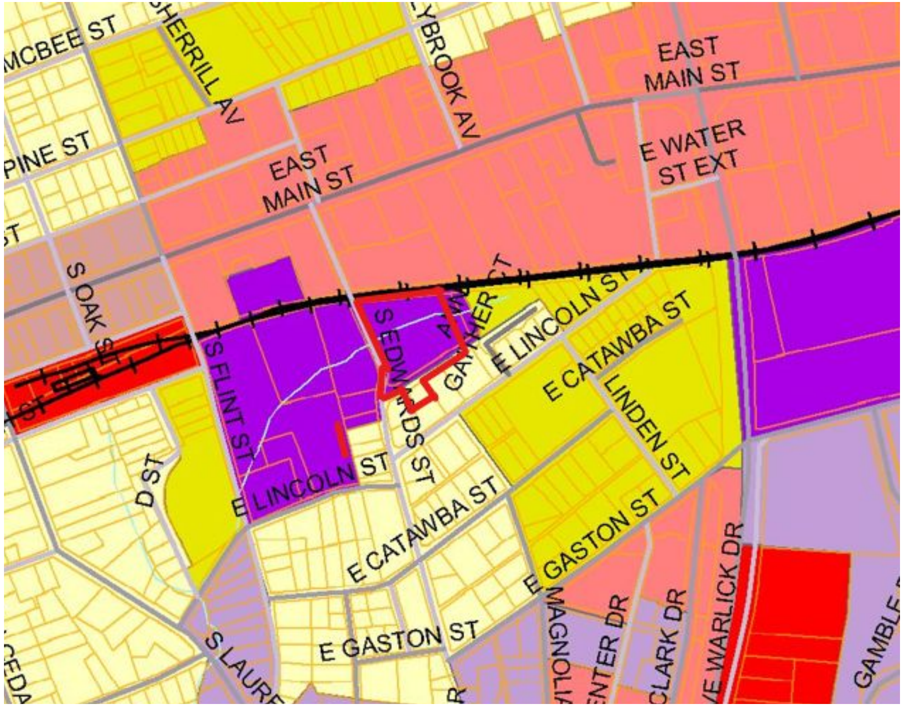
Industrial These are areas in use or designated for future industrial/manufacturing use. As industrial uses play a vital role in the local economy, any such planning areas designated on the Future Land Use Map should be reserved for industrial uses and should be protected from encroachment from other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

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

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

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

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



Land Use Code and Description

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

STAFF COMMENTS /CONDITIONS OF APPROVAL

Planning Department

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

Fire

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

Public Works

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

City Water/Sewer

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

Soil and Erosion

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

STATEMENTS

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

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

Proposed Consistency and Reasonableness Statement:

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

CONSISTENT: While the rezoning is not consistent with the future land use map, the following objective and strategies from the land use plan make it reasonable:
STRATEGY R-B1: Identify specific areas of the City for a mix of housing choices in order to promote affordability. OBJECTIVE C: Promote a healthy mix of well-maintained rental units for persons in a variety of income brackets. STRATEGY R-C1: Provide for variety in the density and construction types of rental property (apartment "complexes," individual rental units, duplexes, and single-family).

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

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

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

Proposed Consistency and Reasonableness Statement:

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

STAFF RECOMMENDATIONS

Staff recommend the following action:

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

MEMO TO: Mayor and City Council Members

FROM: Planning Staff

SUBJECT: ZTA-4-2023 - Zoning Text Amendments to Chapter 153 Unified Development Ordinance

DATE: January 4, 2024

Background

Sometimes, minor errors occur in the text or circumstances change, which require amendments to the Unified Development Ordinance (UDO). To improve the enforceability and effectiveness of the UDO, it is necessary to modify, update, or add certain sections of the ordinance. The proposed changes are identified with yellow highlight, and the language intended to be removed is marked with a strikethrough. Below are the sections that require modification.

Proposed Amendment Section:

§ 153.382 PROCEDURE FOR REVIEW OF MINOR SUBDIVISIONS.

(B) *Final plat for minor subdivisions.*

(1) A registered land surveyor currently licensed and registered in the state by the State Board of Registration for Professional Engineers and Land Surveyors shall prepare the final plat. The final plat shall conform to the provisions for plats, subdivisions, and mapping requirements set forth in G.S. § 47-30 and the *Standards of Practice for Land Surveying in North Carolina*, where applicable, and the requirements of the County Register of Deeds.

(2) At least eight complete copies and a digital copy of the final plat shall be submitted to the Administrator with one of these copies being on reproducible material. The remaining copies shall be black or blue line paper prints. The copies shall be considered complete if they contain all of the information as required by § 153.387 of these regulations. Material and drawing medium for the original shall be in accordance with the *Standards of Practice for Land Surveying in North Carolina*, where applicable, and the requirements of the County Register of Deeds.

§ 153.385 FINAL SUBDIVISION PLAT SUBMISSION AND REVIEW.

(D) *Submission procedure.*

(1) At least eight complete copies and a digital copy of the final plat shall be submitted to the Administrator.

Staff Comment: Digital copies of site plans are used via email to share and communicate with other departments/entities and are vital to streamline planning processes.

Proposed Amendment Section:

§ 153.117 GMC GENERAL MANUFACTURING AND COMMERCIAL DISTRICT.

(42) Restaurants, including fast-food restaurants;
(43) Retail: All uses permitted in § 153.113(A) of this chapter
~~(43)~~ (44) Roofing manufacturing, repair and installation facilities;
~~(44)~~ (45) Sign painting and manufacturing shops;
~~(45)~~ (46) Slaughterhouse/abattoir;
~~(46)~~ (47) Tin and sheet metal shops;
~~(47)~~ (48) Tire recapping shops;
~~(48)~~ (49) Towers and antennas 50 feet or less in height;
~~(49)~~ (50) Truck sales and repair;
~~(50)~~ (51) Trucking terminals;
~~(51)~~ (52) Union halls, fraternal and civic organization meeting facility;
~~(52)~~ (53) Vehicular and equipment outdoor storage (as a principal use) not for retail sales where:
(a) The items are owned and/or operated by the owner of the lot upon which they are located; and
(b) The items are in operating condition or intended to be operated.
~~(53)~~ (54) Warehouses, including mini-warehouses;
~~(54)~~ (55) Wholesaler, jobbers, bulk warehouses; and
~~(55)~~ (56) Accessory outlet store, provided that parking for the store shall be computed separately from the principal use and reserved for those purposes.

Staff Comment: GMC is designed primarily for general commercial and industrial land uses, including manufacturing, processing, and assembling of parts and products; distribution of products at wholesale outlets, and retail outlets; transportation terminals; various public and utility uses; and a broad variety of specialized commercial and industrial operations. However, adding retail uses would not compromise this zoning district and would allow for a broader choice of locations for retail.

Proposed Amendment Section:

§ 153.030 INTERPRETATION OF TERMS AND WORDS.

Smoke Shop A commercial establishment, operated as a principal use, engaged in the retail sale of tobacco, nicotine, hemp-derived compounds, including CBD, for the purpose of human ingestion as authorized for sale by the State, cigarettes, cigars, pipe tobacco, snuff, chewing tobacco, dipping tobacco, or any other preparation of tobacco, tobacco-related paraphernalia of any type, electronic cigarettes, any electronically-actuated device or inhaler meant to simulate cigarette smoking that causes the user to exhale any smoke, vapor, or substance other than that produced by unenhanced human exhalation.

§ 153.115 G-B GENERAL BUSINESS DISTRICT.

(A) ***Permitted uses.*** **The following uses are permitted by right.**

(1) ***Retail uses.***

(hhh) Shoe store;

(iii) Shoe repair shop;

(jjj) Smoke Shop with the following prescribed standards:

- Shall not be located within 500 feet of any school, childcare facility, public park, or other building used for education or recreational programs for persons under the age of 18 years.
- Shall not be located within 1,000 feet of any other tobacco shop, alternative nicotine shop, or vapor shop.
- Separation is required to prevent overconcentration, which is defined as three or more of these uses existing within a 1,000-foot radius of the business. Required separation distance shall be measured as a radius from the front door of one business to the front door of the surrounding business located within or outside the City's corporate limits.
- Must meet all sign regulations in the UDO including but not limited to (a) Flashing signs or any signs with flashing or intermittent light or lights or reflective devices of changing degree of intensity or color **are prohibited** (b) A maximum of 10% of the wall area of any wall on the building.

Staff Comment: Currently, smoke shops are not identified separately in our ordinance so they fall under retail. Adding the definition and putting them in a specific zoning district will help regulate location. Prescribed standards will help regulate the number of shops and proper signage.

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

Case No. ZTA-4-2023

Applicant: City of Lincolnton Planning Department

Request: ZTA-4-2023 - Zoning Text Amendments to Chapter 153 Unified Development Ordinance

Proposed Consistency and Reasonableness Statement:

The proposed amendment is **consistent** with the adopted Lincolnton Land Use Plan in that it is not contrary to the goals and objectives outlined by the Plan and **approval of the amendment is reasonable and in the public interest**.

CONSISTENT: Because it updates text language to match current procedures and best practices and it provides additional direction to assist citizens in understanding the regulations.

REASONABLE: The text amendment is reasonable because it makes the ordinance clearer and more easily understood.

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

Case No. ZTA-4-2023

Applicant: City of Lincolnton Planning Department

Request: ZTA-4-2023 - Zoning Text Amendments to Chapter 153 Unified Development Ordinance

Proposed Consistency and Reasonableness Statement:

The proposed amendment is **not consistent** with the adopted Lincolnton Land Use Plan in that it is contrary to the goals and objectives outlined by the Plan and **denial of the proposed amendment is reasonable and in the public interest**.

Item

LINCOLNTON

AGENDA ITEM SUMMARY

To:	The Honorable Mayor and City Council
Date:	January 4, 2024
From:	Lowdermilk Church & Co. L.L.P.
Subject:	Presentation of the Annual Comprehensive Financial Report - Fiscal Year Ended June 30, 2023

Summary:

See attached documents

Background:

Fiscal Impact:

Recommendation:

Attachments:

1. Audit Report - June 30, 2023

Lowdermilk Church & Co., L.L.P.
Certified Public Accountants

121 North Sterling Street
Morganton, North Carolina
Phone: (828) 433-1226
Fax: (828) 433-1230

To the Honorable Mayor and Members of
the City Council of
City of Lincolnton, North Carolina

We have audited the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of City of Lincolnton, North Carolina for the year ended June 30, 2023. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards (and, if applicable, *Government Auditing Standards* and the Uniform Guidance), as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our engagement letter to you dated January 2, 2023. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Matters

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City of Lincolnton, North Carolina are described in Note I to the financial statements. No new accounting policies were adopted, and the application of existing policies was not changed during year ended June 30, 2023. We noted no transactions entered into by City of Lincolnton, North Carolina during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the City of Lincolnton, North Carolina's financial statements were:

> Management's estimate of the allowance for doubtful accounts is based on the percentage of ad valorem taxes receivable. We evaluated the key factors and assumptions used to develop the allowance for doubtful accounts in determining that it is reasonable in relation to the financial statements taken as a whole.
>
> Management's estimate of the depreciation is based on estimated useful lives. We evaluated the key factors and assumptions used to develop the depreciation in determining that it is reasonable in relation to the financial statements taken as a whole.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosure(s) affecting the financial statements was (were):

The disclosure of related to debt in Note III B.5.c. to the financial statements.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated November 13, 2023.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to City of Lincolnton, North Carolina's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as City of Lincolnton, North Carolina's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to Management's Discussion and Analysis, the Other Postemployment Benefits' Schedule of Changes in the Total OPEB Liability and Related Ratios, the Local Government Employees' Retirement System's Schedules of the Proportionate Share of the Net Pension Liability (Asset) and Contributions, and the Firefighters' and Rescue Squad Worker's Pension Fund's Schedule of the Proportionate Share of Net Pension Liability (Asset), the Law Enforcement Officers' Special Separation Allowance Schedules of Changes in Total Pension Liability and Total Pension Liability As a Percentage of Covered Payroll, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on individual fund statements, budgetary schedules, other schedules, as well as the accompanying schedule of expenditures of federal and State awards as required by *Title 2 U.S. Code of Federal Regulations (CFR), Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* and the State Single Audit Implementation Act, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on the introductory information and statistical section which accompany the financial statements but are not RSI. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Restriction on Use

This information is intended solely for the information and use of the Mayor, City Council and management of the City of Lincolnton, North Carolina and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

Lowdermilk Church & Co., L.L.P.

Morganton, North Carolina
November 13, 2023

CITY OF LINCOLNTON

Financial Highlights
Years Ended June 30, 2023 and 2022

	2023 Summarized Budget	2023	2022
General Fund (Includes Powell Bill Funds)			
Total assets		$ 14,035,048	$ 9,668,593
Fund balance		$ 11,490,337	$ 6,985,895
Fund balance - Reserved for Streets - Powell Bill (included in total fund balance)		$ 361,415	$ 314,798
Total revenue	$ 14,244,691	$ 15,228,964	$ 13,836,542
Total expenditures	$ 16,438,963	$ 15,001,482	$ 13,712,897
Revenues over (under) expenditures before other financing sources (uses)		$ 227,482	$ 123,645
Other income (expense)	$ 2,194,272	$ 4,278,871	$ 1,157,027
Increase (decrease) in fund balance		$ 4,506,350	$ 1,280,675
Increase (decrease) in inventory		$ (1,910)	$ (2,985)
Ad valorem taxes collected		$ 5,801,889	$ 5,638,718
Percent of taxes collected - current year levy		98.41%	99.14%
Investment income		$ 338,920	$ 35,267
Fund Balance Available - without Powell Bill			
Available Fund Balance		$ 9,776,733	$ 5,413,848
Expenditures and other financing sources and uses		13,657,280	13,440,911
Available Fund Balance % - without Powell Bill		71.59%	40.28%
Fund Balance Available			
Available Fund Balance		$ 10,138,148	$ 5,728,646
Expenditures and other financing sources and uses		13,927,004	13,712,897
Available Fund Balance %		72.79%	41.78%
State average for a municipality with an electric system and with a population grouping of 10,000 to 49,999		44.06%	44.06%

* Local Government Commission minimum recommended general fund balance should be at least 25% of general fund expenditures at the end of the fiscal year.

Financial Highlights
Years Ended June 30, 2023 and 2022

Water and Sewer Fund	2023	2022
Total assets	$ 33,679,884	$ 34,492,772
Net position	$ 29,154,366	$ 28,907,508
Operating revenue	$ 8,136,842	$ 8,284,548
Operating expenses	$ 7,721,494	$ 6,959,879
Operating income (loss)	$ 415,348	$ 1,324,669
Nonoperating revenue (expenses)	$ 220,732	$ (21,709)
Transfers (to) from	$ (389,222)	$ (389,222)
Change in net position	$ 246,858	$ 913,738
Accounts receivable - customers	$ 699,049	$ 670,213
Investment income	$ 248,825	$ 23,154
Days sales in accounts receivable	33.09%	31.85%
Funds Balance Available		
Available fund balance	$ 6,866,455	$ 6,487,543
Expenditures and other financiing sources and uses	8,168,888	7,434,848
Available fund balance %	84.06%	87.26%
Electric Fund		
Total assets	$ 11,015,945	$ 10,159,509
Net position	$ 9,429,493	$ 8,547,892
Operating revenue	$ 7,701,699	$ 7,497,646
Operating expenses	$ 6,926,574	$ 7,514,098
Operating income (loss)	$ 775,125	$ (16,452)
Nonoperating revenue	$ 136,943	$ 49,811
Transfers (to) from	$ (30,465)	$ (30,465)
Change in net position	$ 881,602	$ 2,894
Accounts receivable - customers	$ 524,842	$ 559,574
Investment income	$ 156,780	$ 49,983
Days sales in accounts receivable	28.89%	31.03%
Funds Balance Available		
Available fund balance	$ 4,908,027	$ 4,175,179
Expenditures and other financiing sources and uses	6,957,403	7,544,735
Available fund balance %	70.54%	55.34%

Financial Highlights
Years Ended June 30, 2023 and 2022

	2023	2022
Component Unit		
Lincolnton Tourism Development Authority		
Total assets	$ 637,285	$ 573,958
Net position	$ 636,959	$ 556,588
Cash and Investments		
Cash	$ 25,159,669	$ 20,697,485
Restricted Cash	1,124,073	2,095,945
Total cash	$ 26,283,742	$ 22,793,430
Total cash includes:		
Special Revenue Fund/Federal - ARPA	$ -	$ 1,000,000
Special Revenue Fund/State - SCIF	$ 312,697	$ 356,360

LINCOLNTON

AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council

Date: January 4, 2024

From: Pamela McBryde, Finance Director

Subject: Budget Amendment to General Fund, Boger City Fire District, Powell Bill Fund, Water & Sewer Fund, Electric Fund, and Special Revenue-SCIF Funds.

Summary:

See attached document

Background:

Fiscal Impact:

Recommendation:

Attachments:

1. BA-01-24

CITY MANAGER
Richard Haynes
rhaynes@lincolntonnc.org
CITY CLERK
Daphne Ingram
dingram@lincolntonnc.org
CITY ATTORNEY
John M. Frigueglietti, Jr.
john@davidsonlawyers.net

BA-01-24

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, 2024.

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

General Expense	$	111,263
Fire		6,325
Solid Waste		750
Planning/Zoning		2,235
Bus & Comm. Dev		1,757
Recreation		20,100
	$	142,430

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

Solid Waste Rollout Fees	$	750
Zoning Department Fees		2,235
Fire Department Fees		6,325
BC&D-Event Fees		1,757
Rec-Miscellaneous Revenue		20,000
Interest-General Fund		110,579
Insurance Settlement		183
July 4th Donations/Other		500
Veterans Banner Project		100
Federal Equitable Deposits		1
	$	142,430

General Fund: Record Zoning & Planning fees, Fire Department fees, Solid Waste roll out sales, interest income generated for the second quarter,special event fees,insurance claim settlement for damaged sign @ Lithia Inn, Veterans banner donation, LTDA donation for Rail Trail signs and Federal Equitable reimbursement for the Police Department.

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

Boger Ciy Fire Tax	$	9,062

Section 4: To amend the Boger City Fire District Fund, the revenues are to be changed as follows:

Investment Income	$	2,166
Sales Tax/Grants		6,896
	$	9,062

Boger City Fire District: Record interest income and Lincoln County Firemens Association Training Grant.

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

Powell Bill Construction/Other	$	62,409

Section 6: To amend the Powell Bill Fund, the revenues are to be changed as follows:

Powell Bill Allocation		59,855
Investment Income	$	2,554
	$	62,409

Powell Bill Fund: Record interest income on powell bill funds and 2nd installment of FY2324.

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

Distribution and Collection	$	2,400
Water and Sewer Intangibles		57,746
	$	60,146

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

Investment Income	$	57,746
Connection Charges		2,400
	$	60,146

Water and Sewer Fund: Record interest income earned and sewer connection charges.

Section 9: To amend the Electric Fund, the expenditures are to be changes as follows:

Electric Operations	$	54,147

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

Investment Income	$	43,905
Electric Sales		1,836
Other Operating Revenue		8,407
	$	54,147

Electric Fund: Record interest income earned, insurance settlement for light pole damage at Betty Ross Park, electric meter fees, debt set-off and DSS payments.

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

SCIF Grants (Fund 50)	$	3,352
	$	3,352

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

SCIF Grants (Fund 50)	$	3,352
	$	3,352

Special Revenue Fund: Record interst income on current balance in SCIF grants.

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 $ 331,546

Adopted this 4th day of January, 2024

Attest:

Daphne Ingram	Edward L Hatley
City Clerk	Mayor

LINCOLNTON
AGENDA ITEM SUMMARY

To:	The Honorable Mayor and City Council
Date:	January 4, 2024
From:	Pamela McBryde, Finance Director
Subject:	Consideration of Contract between the City of Lincolnton and Lowdermilk Church & Co., L.L.P. for the audit ending 06/30/24.

Summary:

Request for the approval of contract with auditing firm to audit accounts for the fiscal year ending 06/30/24.

Background:

Fiscal Impact:

Proposed Audit Fee - $39,850.00

Recommendation:

Approval of contract to audit accounts

Attachments:

1. Audit Contract-2024

The	Governing Board City Council
of	Primary Government Unit City of Lincolnton, North Carolina
and	Discretely Presented Component Unit (DPCU) (if applicable) Lincolnton Tourism Development Authority

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name Lowdermilk, Church & Co., L.L.P.
	Auditor Address 121 North Sterling Street, Morganton, NC 28655

Hereinafter referred to as Auditor

	Fiscal Year Ending	Date Audit Will Be Submitted to LGC
for	06/30/24	10/31/24

Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.

2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards (GAGAS)* if the Governmental Unit expended $100,000 or more in combined Federal and State financial assistance during the reporting period. The auditor shall perform a Single Audit if required by Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F* (Uniform Guidance) or the State Single Audit Implementation Act. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

Effective for audits of fiscal years beginning on or after June 30, 2023, the LGC will allow auditors to consider whether a unit qualifies as a State low-risk auditee based upon federal criteria in the Uniform Guidance §200.520(a), and (b) through (e) as it applies to State awards. In addition to the federal criteria in the Uniform Guidance, audits must have been submitted timely to the LGC. If in the reporting year, or in either of the two previous years, the unit reported a Financial Performance Indicator of Concern that the audit was late, then the report was not submitted timely for State low-risk auditee status. Please refer to "Discussion of Single Audits in North Carolina" on the LGC's website for more information.

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Auditing Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

For GAAS or *Government Auditing Standards* audits, if an auditor issues an AU-C §260 report, commonly referred to as "Governance Letter," LGC staff does not require the report to be submitted unless the auditor cites significant findings or issues from the audit, as defined in AU-C §260.12 - .14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious reviewed with those charged with governance, and other significant matters. If matters identified during the audit were required to be reported as described in AU-C §260.12-.14 and were communicated in a method other than an AU-C §260 letter, the written documentation must be submitted.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit- related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.

9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. This also includes any progress billings [G.S. 159-34 and 115C-447]. All invoices for audit work shall be submitted in PDF format to the Secretary of the LGC for approval. the invoice marked 'approved' with approval date shall be returned to the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements and/ or the compliance section, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 Revision* (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;

b) the status of the prior year audit findings;

c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and

d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Government Auditing Standards,2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: ☑Auditor ☐Governmental Unit ☐Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:	***Title and Unit / Company:***	***Email Address:***
Pamela McBryde	Finance Director	pmcbryde@lincolntonnc.org

OR Not Applicable ☐ *(Identification of SKE Individual on the LGC-205 Contract is not applicable for GAAS-only audits or audits with FYEs prior to June 30, 2020.)*

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. The audit fee information included in the table below for both the Primary Government Fees and the DPCU Fees (if applicable) should be reported as a specific dollar amount of audit fees for the year under this contract. If any language other than an amount is included here, the contract will be returned to the audit form for correction.

4. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

Primary Government Unit	City of Lincolnton, North Carolina
Audit Fee (financial and compliance if applicable)	$ 36600
Fee per Major Program (if not included above)	$
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	$ 3250
All Other Non-Attest Services	$
TOTAL AMOUNT NOT TO EXCEED	$ 39,850

Discretely Presented Component Unit	Lincolnton Tourism Development Authority
Audit Fee (financial and compliance if applicable)	$ 0
Fee per Major Program (if not included above)	$
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	$ 0
All Other Non-Attest Services	$
TOTAL AMOUNT NOT TO EXCEED	$ 0

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* Lowdermilk, Church & Co., L.L.P.	
Authorized Firm Representative (typed or printed)* Phillip E. Church	Signature*
Date* 12/04/23	Email Address* phil.church@lowdermilkchurchcpa.com

GOVERNMENTAL UNIT

Governmental Unit* City of Lincolnton, North Carolina	
Date Governing Board Approved Audit Contract* **(Enter date in box to right)**	
Mayor/Chairperson (typed or printed)* Edward L. Hatley	Signature*
Date	Email Address* ehatley@lincolntonnc.org

Chair of Audit Committee (typed or printed, or "NA") n/a	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

Sum Obligated by This Transaction:	$ 39,850
Primary Governmental Unit Finance Officer* (typed or printed) Pamela McBryde	Signature*
Date of Pre-Audit Certificate*	Email Address* pmcbryde@lincolntonnc.org

SIGNATURE PAGE – DPCU
(complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

DPCU* Lincolnton Tourism Development Authority	
Date DPCU Governing Board Approved Audit Contract* **(Enter date in box to right)**	
DPCU Chairperson (typed or printed)* Angela Lovelace	Signature*
Date*	Email Address*

Chair of Audit Committee (typed or printed, or "NA") n/a	Signature
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

Sum Obligated by this Transaction:	$ 0
DPCU Finance Officer (typed or printed)*	Signature*
Date of Pre-Audit Certificate*	Email Address*

Remember to print this form, and obtain all required signatures prior to submission.

PRINT

0

Item R-01-23

LINCOLNTON
AGENDA ITEM SUMMARY

To:	The Honorable Mayor and City Council
Date:	January 4, 2024
From:	Jean Derby, Planning Director
Subject:	Resolution to Appoint Jean Derby as Review Officer

Summary:

See attached documents

Background:

Fiscal Impact:

Recommendation:

Adoption of Resolution to Appoint Jean Derby as Review Officer

Attachments:

1. R-1-2024 Plat Review Officer - Jean

CITY COUNCIL

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

Lincolnton NC
Near the City. Near the Mountains. Near Perfect.

CITY MANAGER

Ritchie Haynes
rhaynes@lincolntonnc.org
CITY CLERK
Daphne Ingram
dingram@lincolntonnc.org
CITY ATTORNEY
John Frigueglietti

CITY OF LINCOLNTON RESOLUTION TO APPOINT JEAN DERBY AS REVIEW OFFICER

WHEREAS, the 1997 General Assembly enacted General Statute 47-30.2 requiring the Board of Commissioners of each county, by resolution, to designate by name one or more persons experienced in mapping of land records management as a Review Officer to review each map and plat required to be submitted for review before the map or plat is presented to the Register of Deeds for recording, and

WHEREAS, to comply with General Statute 47-30.2 the Lincolnton City Council enacts this Resolution:

NOW, THEREFORE, BE IT RESOLVED BY THE LINCOLNTON CITY COUNCIL:

1. That Jean Derby is hereby appointed as a **REVIEW OFFICER** to review each map or plat required to be submitted for review before the map or plat is presented to the Register of Deeds for recording.

2. That the **REVIEW OFFICER** shall review expeditiously each map or plat required to be submitted to the officer before the map or plat is presented to the Register of Deeds for recording.

3. The **REVIEW OFFICER** shall certify the map or plat if it complies with all statutory requirements for recording, and affix his certification to the map.

4. This Resolution designating the aforesaid **REVIEW OFFICER** be recorded in the Office of the Register of Deeds for Lincoln County and indexed on the Grantor Index in the name of the **REVIEW OFFICER**.

The foregoing Resolution was unanimously passed by the Lincolnton City Council at its regular January 4, 2024 meeting.

Adopted this 4th day of January, 2024.

DAPHNE INGRAM	**ED HATLEY**
CITY CLERK	**MAYOR**

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

Item R-02-23

LINCOLNTON
AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council

Date: January 4, 2024

From: Jean Derby, Planning Director

Subject: Resolution to Appoint Ashley Jones as Review Officer

---

Summary:

See attached documents

Background:

Fiscal Impact:

Recommendation:

Adoption of Resolution to Appoint Ashley Jones as Review Officer

Attachments:

1. R-2-2024 Plat Review Officer - Ashley

CITY COUNCIL

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

Lincolnton NC
Near the City. Near the Mountains. Near Perfect.

CITY MANAGER

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

CITY OF LINCOLNTON RESOLUTION TO APPOINT ASHLEY JONES AS REVIEW OFFICER

WHEREAS, the 1997 General Assembly enacted General Statute 47-30.2 requiring the Board of Commissioners of each county, by resolution, to designate by name one or more persons experienced in mapping of land records management as a Review Officer to review each map and plat required to be submitted for review before the map or plat is presented to the Register of Deeds for recording, and

WHEREAS, to comply with General Statute 47-30.2 the Lincolnton City Council enacts this Resolution:

NOW, THEREFORE, BE IT RESOLVED BY THE LINCOLNTON CITY COUNCIL:

1. That Ashley Jones is hereby appointed as a **REVIEW OFFICER** to review each map or plat required to be submitted for review before the map or plat is presented to the Register of Deeds for recording.

2. That the **REVIEW OFFICER** shall review expeditiously each map or plat required to be submitted to the officer before the map or plat is presented to the Register of Deeds for recording.

3. The **REVIEW OFFICER** shall certify the map or plat if it complies with all statutory requirements for recording, and affix his certification to the map.

4. This Resolution designating the aforesaid **REVIEW OFFICER** be recorded in the Office of the Register of Deeds for Lincoln County and indexed on the Grantor Index in the name of the **REVIEW OFFICER**.

The foregoing Resolution was unanimously passed by the Lincolnton City Council at its regular January 4, 2024 meeting.

Adopted this 4th day of January, 2024.

DAPHNE INGRAM	**ED HATLEY**
CITY CLERK	**MAYOR**

Item R-03-23 / C-02-24

LINCOLNTON
AGENDA ITEM SUMMARY

To:	The Honorable Mayor and City Council
Date:	January 4, 2024
From:	Ritchie Haynes, City Manager
Subject:	Resolution to Adopt an Interlocal Cooperation Agreement Between the City of Lincolnton and Lincoln County

Summary:

See attached documents (Resolution and Contract)

Background:

Fiscal Impact:

Recommendation:

Adoption of Resolution to Approve Contract

Attachments:

1. R-03-23 - Approval of Interlocal Cooperation Agreement - Lincoln County
2. C-02-24 - Interlocal Cooperation Agreement - Lincoln County

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.

RESOLUTION FOR THE APPROVAL OF THE INTERLOCAL COOPERATION AGREEMENT WITH THE CITY OF LINCOLNTON

WHEREAS, the Lincolnton City Council has determined that it is in the interest of its citizens to enter into the Interlocal Cooperation Agreement between the City of Lincolnton and Lincoln County (the "Agreement"), which is attached hereto; and

WHEREAS, the terms of the Agreement require the City of Lincolnton to convey its interest in certain properties jointly owned with the County, described in the Agreement as the Airport Properties, to the County; and

WHEREAS, the terms of the Agreement require Lincoln County to convey its interest in certain properties located in the City of Lincolnton to the City of Lincolnton; and

WHEREAS, the Interlocal Cooperation Act, as codified in N.C.G.S. §160A-460 through §160A-466, allows and provides for units of local government to enter into agreements in order to execute any undertaking providing for the contractual exercise by one unit of any power, function, public enterprise, right , privilege, or immunity of local government; and

WHEREAS, the City and County, as local governments, are authorized to enter into the Agreement pursuant to N.C.G.S. §160A-274 to exchange property upon such terms and conditions as the Parties deems wise; and

WHEREAS, the City of Lincolnton has determined that it is in the best interest of the City to exchange the properties described in the Agreement.

NOW THEREFORE BE IT RESOLVED by the Lincolnton City Council that the Interlocal Cooperation Agreement between the City of Lincolnton and Lincoln County is hereby approved, and the City Manager or the Mayor is authorized to execute all documents necessary for the fulfillment of the Agreement and the transfer of all properties described therein.

This the 4th day of January, 2024.

____
Ed Hatley, Mayor
Lincolnton City Council

____
Daphne Ingram, City Clerk

INTERLOCAL COOPERATION AGREEMENT BETWEEN LINCOLN COUNTY and THE CITY OF LINCOLNTON

This Interlocal Cooperation Agreement (the "Agreement") is made and entered into this the ____ day of _____________, 2023 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"). The City and the County shall be referred to collectively as the "Parties."

WITNESSETH

WHEREAS, the Lincoln County Board of Commissioners (the "Board") and the Lincolnton City Council (the "Council") have found and determined that it is in the interest of its citizens to enter into this Agreement for the City to divest its interest in the property jointly owned with the County that is leased by the Lincolnton-Lincoln County Airport Authority (the "Airport Authority"); and

WHEREAS, the Airport Authority currently operates the Lincolnton-Lincoln County Regional Airport (the "Airport") that is located on the real property described in Exhibit A of this Agreement (the "Airport Property"); and

WHEREAS, the County owns and leases the real property described as Lincoln County Parcel Nos. 01170 and 70197 (the "Oaklawn Property"); and

WHEREAS, the County owns the real property described as Lincoln County Parcel Nos. 01209, 01208, and 20754 (the "Farmers' Market Property"); and

WHEREAS, the County owns the real property described as Lincoln County Parcel No. 01206 (the "Bus Garage Property"); and

WHEREAS, the County owns and leases the real property described as Lincoln County Parcel 01207 (the "Old Jail Property"); and

WHEREAS, the County owns the real property described as Lincoln County Parcel 01236 (the "Old Courthouse"); and

WHEREAS, the Interlocal Cooperation Act, as codified in N.C.G.S. §160A-460 through §160A-466, allows and provides for units of local government to enter into agreements in order to execute any undertaking providing for the contractual exercise by one unit of any power, function, public enterprise, right, privilege or immunity of local government; and

WHEREAS, the County and City, as local governments, are authorized to enter into this Agreement pursuant to N.C.G.S. § 160A-274 to exchange property upon such terms and conditions as the Parties deems wise; and

WHEREAS, the governing bodies of the County and City have ratified this Agreement by resolutions being recorded in their respective minutes.

NOW THEREFORE, in consideration of the mutual conditions, covenants, and performances called for herein, the Parties hereto agree to the following:

(A) CONVEYANCE OF AIRPORT PROPERTY TO COUNTY.

The City desires to divest itself of all ownership it currently has in the Airport Properties, for which it owns a 50% interest in all of said properties, and the County desires to accept the conveyance of said interest resulting in the County owning 100% interest in said properties.

The City also wishes to divest itself of all responsibilities and roles that it has as a sponsor of the Airport, for which the County is the other sponsor and has agreed to accept the sole role of sponsor, subject to final approval of the Federal Aviation Administration ("FAA") and North Carolina Department of Transportation ("NCDOT").

(1) The Airport Closing. The conveyance of the Airport Properties from the City to the County shall be referred to herein as the "Airport Closing."

(2) Closing Date. The Airport Closing Date shall occur on, or prior to, the 31st day of January, 2024 or within 30 days of the termination of the City's sponsorship role or within 30 days of the abolishment of the Airport Authority, whichever is later.

(3) Requirements of Closing.

a. At the Airport Closing, the City shall deliver to the County the following:

i. A Special Warranty Deed fully executed by the City in recordable form conveying the Airport Property to the County free and clear of all encumbrances to title;

ii. Assignments and other documents and instruments as may be reasonably required by the County to assign to County all of the City's rights, title, and interest of whatever nature in, and to, the Airport Property;

iii. A lien affidavit in a form satisfactory to the title insurance company chosen by the County to insure title to the Airport Property; and

iv. Such other documents and instruments as may be reasonably required by the County to effectuate the Airport Closing.

b. At the Airport Closing, the County shall deliver to the City any such documents and instruments as may be reasonably necessary for the City to effectuate the Airport Closing.

(4) Representations, Warranties, Covenants and Agreements of City. The City hereby represents, warrants and covenants that:

a. The City is the owner of the 50% fee simple, good and marketable title interest to the Airport Property;

b. The Airport Property is free and clear of all liens and encumbrances;

c. There are no suits, judgments, tax liens, executions, bankruptcies or other actions, pending or threatened against the City, or which might affect the Airport Property;

d. There is no dispute with anyone concerning location of property lines or corners and there are no encroachments of improvements onto the Airport Property from adjacent properties and no encroachments of improvements from the Airport Property onto adjacent property;

e. There are no parties in possession of the Airport Property other than County, who owns the remaining 50% interest, and the Airport Authority, who has a lease interest in the Airport Property as of the date of this Agreement;

f. The City has no knowledge of any action or proceeding pending, threatened or instituted for the condemnation of any part of Airport Property nor any adjacent property, nor has the City received from any governmental agency any notification of any pending public improvements relating to the Airport Property nor any adjacent property or requirements with respect to any repairs, replacements or alterations to Airport Property that have not been satisfactorily made;

g. The City further covenants that there are no pending assessment liens other than usual ad valorem taxes of any nature against the Airport Property;

h. The Airport Property is accessible from public roads, and there is adequate ingress and egress to and from the Airport Property from public roads;

i. To the best of the City's knowledge, the City is unaware of any latent defect regarding the Airport Property such as sinkholes or other conditions which would materially affect the use of the Airport Property as contemplated by the County or otherwise;

j. To the best of the City's knowledge, the Airport Property does not or shall not contain (i) asbestos in any form, (ii) urea formaldehyde foam insulation, or (iii) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any federal, state, county, regional or local authority or which, even if not so regulated, may pose a hazard to the health and safety of the occupants of the Airport Property or the owners of property adjacent thereto;

k. To the best of the City's knowledge, the Airport Property complies in all respects with applicable environmental laws, regulations and court or administrative orders, there are no pending claims or threats of claims by private or governmental or administrative authorities relating to environmental impairment or regulatory requirement, and there are no areas on the Airport Property where hazardous substances have either been disposed of, released or found; and

l. The City will take no action from the date hereof to the Airport Closing Date which would result in the creation of any lien or encumbrance on the Airport Property, will not perform any grading or excavation, construction or removal of any improvements or make any other change or improvement to the Airport Property (except for those projects already approved by the City and County jointly), and will not commit any waste or nuisance upon the Airport Property.

(5) Assumption of All Responsibilities as Sponsor. The City and County are currently joint sponsors of the Airport, pursuant to requirements of the FAA and NCDOT. The County has agreed to take on all responsibilities required of airport sponsors under federal law for the Airport, and the City agrees to assist in that process to any extent required.

(B) **CONVEYANCE OF OAKLAWN, BUS GARAGE, AND FARMERS' MARKET PROPERTIES TO CITY.**

The County desires to convey to the City, and the City desires to accept, the Oaklawn Property, Bus Garage Property, and the Farmers' Market Property located within the City of Lincolnton.

(1) The City Properties Closing. The conveyance of the Farmers' Market Property, the Bus Garage Property,and the Oaklawn Property from the County to the City shall be referred to herein as the "City Properties Closing."

(2) Closing Date. The Airport Closing Date shall occur on, or prior to, the 31st day of January, 2024.

(3) Requirements of Closing.

a. At the City Properties Closing, the County shall deliver to the City the following:

i. A Special Warranty Deed fully executed by the County in recordable form conveying the Farmers' Market Property, the Bus Garage Property and the Oaklawn Property to the City free and clear of all encumbrances to title;

ii. Assignment of Leases for all current leases with lessees of the Oaklawn Property, including Communities in Schools and Gaston Community Action, Inc. from the County to the City;

iii. All other assignments and other documents and instruments as may be reasonably required by the City to assign to City all of the County's rights, title, and interest of whatever nature in, and to, the Farmers' Market Property, the Bus Garage Property and/or the Oaklawn Property;

iv. A lien affidavit in a form satisfactory to the title insurance company chosen by the City to insure title to the Farmers' Market Property, the Bus Garage Property and the Oaklawn Property; and

v. Such other documents and instruments as may be reasonably required by the City to effectuate the City Properties Closing.

b. At the City Properties Closing, the City shall deliver to the County any such documents and instruments as may be reasonably necessary for the County to effectuate the City Properties Closing.

(4) <u>Representations, Warranties, Covenants and Agreements of the County</u>. The County hereby represents, warrants and covenants that:

a. The County is the owner of the fee simple, good and marketable title interest to the Farmers' Market Property, the Bus Garage Property and the Oaklawn Property;

b. The Farmers' Market Property, the Bus Garage Property and the Oaklawn Property are free and clear of all liens and encumbrances;

c. There are no suits, judgments, tax liens, executions, bankruptcies or other actions, pending or threatened against the County, or which might affect the Farmers' Market Property, the Bus Garage Property and the Oaklawn Property;

d. There is no dispute with anyone concerning location of property lines or corners and there are no encroachments of improvements onto the

Farmers' Market Property, the Bus Garage Property and the Oaklawn Property from adjacent Property and no encroachments of improvements from the Farmers' Market Property, the Bus Garage Property and/or the Oaklawn Property onto adjacent property;

e. There are no parties in possession of the Farmers' Market Property or the Bus Garage Property as of the date of this Agreement;

f. There are two (2) parties in possession, by and through leases with the County, of the Oaklawn Property as of the date of this Agreement, including Communities in Schools and Gaston Community Action, Inc.;

g. The County has no knowledge of any action or proceeding pending, threatened or instituted for the condemnation of any part of Farmers' Market Property, the Bus Garage Property and the Oaklawn Property nor any adjacent property, nor has the County received from any governmental agency any notification of any pending public improvements relating to the Farmers' Market Property, the Bus Garage Property and the Oaklawn Property nor any adjacent property or requirements with respect to any repairs, replacements or alterations to Farmers' Market Property, the Bus Garage Property and the Oaklawn Property that have not been satisfactorily made;

h. The County further covenants that there are no pending assessment liens other than usual ad valorem taxes of any nature against the Farmers' Market Property, the Bus Garage Property and the Oaklawn Property;

i. The Farmers' Market Property, the Bus Garage Property and the Oaklawn Property are accessible from public roads, and there is adequate ingress and egress to and from the Farmers' Market Property, the Bus Garage Property and the Oaklawn Property from public roads;

j. To the best of the County's knowledge, the County is unaware of any latent defect regarding the Farmers' Market Property, the Bus Garage Property and/or the Oaklawn Property such as sinkholes or other conditions which would materially affect the use of the Farmers' Market Property, the Bus Garage Property and the Oaklawn Property as contemplated by the City or otherwise;

k. To the best of the County's knowledge, the Farmers' Market Property, the Bus Garage Property and the Oaklawn Property do not or shall not contain (i) asbestos in any form, (ii) urea formaldehyde foam insulation, or (iii) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any federal, state, county, regional or local authority or which, even if not so regulated, may pose a hazard to the health and safety of the occupants of the Farmers' Market Property, the Bus Garage Property and the Oaklawn Property or the owners of property adjacent thereto;

l. To the best of the County's knowledge, the Farmers' Market Property, the Bus Garage Property and the Oaklawn Property comply in all respects with applicable environmental laws, regulations and court or administrative orders, there are no pending claims or threats of claims by private or governmental or administrative authorities relating to environmental impairment or regulatory requirement, and there are no areas on the Farmers' Market Property, the Bus Garage Property, and/or the Oaklawn Property where hazardous substances have either been disposed of, released or found; and

m. The County will take no action from the date hereof to the City Properties Closing date which would result in the creation of any lien or encumbrance on the Farmers' Market Property, the Bus Garage Property, and/or the Oaklawn Property, will not perform any grading or excavation, construction or removal of any improvements or make any other change or improvement to the Farmers' Market Property, the Bus Garage Property and the Oaklawn Property (except for those projects already approved), and will not commit any waste or nuisance upon the Farmers' Market Property, the Bus Garage Property and the Oaklawn Property.

(C) CONVEYANCE OF OLD JAIL PROPERTY TO CITY.

The County desires to convey to the City, and the City desires to accept, the Old Jail Property located within the City of Lincolnton. The Old Jail Property is currently leased to the State of North Carolina for adult probation, and a new location for adult probation will need to be determined prior to the conveyance of said property to the City.

(1) <u>The Old Jail Property Closing</u>. The conveyance of the Old Jail Property from the County to the City shall be referred to herein as the "Old Jail Closing."

(2) <u>Closing Date</u>. The Old Jail Closing shall occur on, or prior to, the 31st day of December, 2026.

(3) <u>Requirements of Closing</u>.

a. At the Old Jail Closing, the County shall deliver to the City the following:

i. A Special Warranty Deed fully executed by the County in recordable form conveying the Old Jail Property to the City free and clear of all encumbrances to title;

ii. All assignments and other documents and instruments as may be reasonably required by the City to assign to City all of the County's rights, title, and interest of whatever nature in, and to, the Old Jail Property;

iii. A lien affidavit in a form satisfactory to the title insurance company chosen by the City to insure title to the Old Jail Property; and

iv. Such other documents and instruments as may be reasonably required by the City to effectuate the Old Jail Closing.

b. At the Old Jail Closing, the City shall deliver to the County any such documents and instruments as may be reasonably necessary for the County to effectuate the Old Jail Closing.

(4) Representations, Warranties, Covenants and Agreements of the County. The County hereby represents, warrants and covenants that:

a. The County is the owner of the fee simple, good and marketable title interest to the Old Jail Property;

b. The Old Jail Property are free and clear of all liens and encumbrances;

c. There are no suits, judgments, tax liens, executions, bankruptcies or other actions, pending or threatened against the County, or which might affect the Old Jail Property;

d. There is no dispute with anyone concerning location of property lines or corners and there are no encroachments of improvements onto Old Jail Property from adjacent property and no encroachments of improvements from the Old Jail Property onto adjacent property;

e. There are no parties in possession of the Old Jail Property as of the date of this Agreement;

f. The County has no knowledge of any action or proceeding pending, threatened or instituted for the condemnation of any part of Old Jail Property nor any adjacent property, nor has the County received from any governmental agency any notification of any pending public improvements relating to the Old Jail Property nor any adjacent property or requirements with respect to any repairs, replacements or alterations to Old Jail Property that have not been satisfactorily made;

g. The County further covenants that there are no pending assessment liens other than usual ad valorem taxes of any nature against the Old Jail Property;

h. The Old Jail Property are accessible from public roads, and there is adequate ingress and egress to and from the Old Jail Property from public roads;

i. To the best of the County's knowledge, the County is unaware of any latent defect regarding the F Old Jail Property such as sinkholes or other conditions which would materially affect the use of the Old Jail Property contemplated by the City or otherwise;

j. To the best of the County's knowledge, the Old Jail Property do not or shall not contain (i) asbestos in any form, (ii) urea formaldehyde foam insulation, or (iii) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any federal, state, county, regional or local authority or which, even if not so regulated, may pose a hazard to the health and safety of the occupants of the Old Jail Property or the owners of property adjacent thereto;

k. To the best of the County's knowledge, the Old Jail Property comply in all respects with applicable environmental laws, regulations and court or administrative orders, there are no pending claims or threats of claims by private or governmental or administrative authorities relating to environmental impairment or regulatory requirement, and there are no areas on the Old Jail Property where hazardous substances have either been disposed of, released or found; and

l. The County will take no action from the date hereof to the Old Jail Closing date which would result in the creation of any lien or encumbrance on the Old Jail Property, will not perform any grading or excavation, construction or removal of any improvements or make any other change or improvement to the Old Jail Property (except for those projects already approved), and will not commit any waste or nuisance upon the Old Jail Property.

(D) CONVEYANCE OF THE OLD COURTHOUSE TO CITY.

The County currently owns the Old Courthouse which is located on the court square in downtown Lincolnton. The County and City believe that it is in the best interest of its citizens to eventually convey the Old Courthouse to the City, in the near future. However, given the unknown of the future of the Old Courthouse and the financial burden of future renovation, the City and County have concluded that the County will retain ownership, at this time.

The County has received an appropriation from the North Carolina General Assembly in the amount of $4.5 Million for the renovation of the Old Courthouse, and said funds must be expended prior to the County divesting its interest in the Old Courthouse. Therefore, the Parties agree that the County shall conveys its interest in the Old Courthouse to the City upon expenditure of all funds, and when both Parties determine that it is in their best interest to do so. The conveyance of said Old Courthouse shall be subject to a separate agreement to be drafted at a future date.

(E) **MISCELLANEOUS PROVISIONS.**

(1) 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.

(2) 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

(3) 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.

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

(5) 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.

(6) 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.

(7) 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:

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

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

c. 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 ______________, 2023.

(SEAL)

____
Notary Public
My Commission Expires: ____________________

LINCOLN COUNTY,
a North Carolina body corporate and politic

BY: ________________________________
Carrol D. Mitchem
Chairman 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 Chairman 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 ______________, 2023.

(SEAL)

____
Notary Public
My Commission Expires:

____

EXHIBIT A

(The "Airport Property")

Parcel ID	TOWNSHIP	PHYSICAL ADDRESS / LOCATION	ZONING
50249	IRONTON	732 Jack Dellinger Dr	I-G
51336	IRONTON	724 Jack Dellinger Dr	I-G
51595	IRONTON	Caldwell Cir	R-SF
82838	IRONTON	Caldwell Cir	R-SF
01660	IRONTON	Caldwell Cir	R-SF
57065	IRONTON	Caldwell Cir	R-SF
25262	IRONTON	Caldwell Cir	R-SF
26126	IRONTON	Secret Hollow Ln	R-SF
27862	IRONTON	Secret Hollow Ln	R-SF
28511	IRONTON	Caldwell Cir	R-SF
27494	IRONTON	Secret Hollow Ln	R-SF
01661	IRONTON	Caldwell Cir	R-SF
29046	IRONTON	Caldwell Cir	R-SF
78394	IRONTON	Oakwood Cir	R-T
29465	IRONTON	Secret Hollow Ln	R-SF
28063	IRONTON	Caldwell Cir	R-SF
29513	IRONTON	Caldwell Cir	R-SF
29514	IRONTON	Caldwell Cir	R-SF
55811	IRONTON	NC 73 Hwy	I-G
02074	IRONTON	Jack Dellinger Dr	I-G
76260	IRONTON	Asbury Church Rd	I-G
76261	IRONTON	Asbury Church Rd	I-G
02864	IRONTON	Lee Moore Rd	R-T
27238	IRONTON	Oakwood Cir	R-T
83537	IRONTON	NC 73 Hwy	I-G
81881	IRONTON	Jack Dellinger Dr	I-G
84070	IRONTON	NC 73 Hwy	I-G
55384	IRONTON	Oakwood Cir	R-T
51845	IRONTON	Jack Dellinger Dr	I-G
82802	IRONTON	NC 73 Hwy	I-G
28992	IRONTON	Caldwell Cir	R-SF
53363	IRONTON	Smith Family Ln	R-T
55815	IRONTON	Jack Dellinger Dr	I-G
74143	IRONTON	Jack Dellinger Dr	I-G
23568	IRONTON	Asbury Church Rd	R-S
28519	IRONTON	Jack Dellinger Dr	I-G & R-T
23581	IRONTON	Jack Dellinger Dr	I-G
23549	IRONTON	Smith Family Ln	R-T
02077	IRONTON	716 Jack Dellinger Dr	I-G

LEGEND

• SET #5 REBAR	
	SURVEYED PROPERTY LINE
R/W	SURVEYED RIGHT OF WAY
	ABANDONED PROPERTY LINE
	APPROXIMATE EXISTING LEASE AREA
	APPROXIMATE EXISTING EASEMENT AS NOTED
	PROPERTY LINES NOT SURVEYED
	TIE LINE
	CREEK/STREAM CENTERLINE
	FENCE

FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY	DB	DEED BOOK
FIRM	FLOOD INSURANCE RATE MAP	MB/PB	MAP/PLAT BOOK
NAVD	NORTH AMERICAN VERTICAL DATUM	PG	PAGE
GIS	GEOGRAPHICAL INFORMATION SYSTEM	R/W	RIGHT OF WAY
NCGS	NORTH CAROLINA GEODETIC SURVEY	G.S.	GENERAL STATUTE
PIN	PARCEL IDENTIFICATION NUMBER	(TYP)	TYPICAL
NCDOT	NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	CONC	CONCRETE
TIP	TRANSPORTATION IMPROVEMENT PROJECT	NC	NORTH CAROLINA
VRS	VIRTUAL REFERENCE STATION	℄	CENTERLINE
CORS	CONTINUOUSLY OPERATING REFERENCE STATION	CLCRK	CREEK CENTERLINE
NAVD88	NORTH AMERICAN VERTICAL DATUM OF 1988	ELEV	ELEVATION
NAD83	NORTH AMERICAN DATUM OF 1983	U/A/D	UNDER AGREEMENT DATED
FRIS	FLOOD RISK INFORMATION SYSTEM	SQ.FT	SQUARE FEET
CP	CALCULATED POINT, NOT SET	NTS	NOT TO SCALE

NOTARY CERTIFICATE

NORTH CAROLINA, ________________ COUNTY

I, ______________________________
A NOTARY PUBLIC OF THE COUNTY AND STATE AFORESAID, CERTIFY THAT

____
PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT. WITNESS MY HAND AND OFFICIAL STAMP OR SEAL THIS

________ DAY OF ______________, 20____

____
NOTARY PUBLIC

MY COMMISSION EXPIRES: ______________________

CERTIFICATE OF OWNERSHIP AND DEDICATION

I/WE DO HEREBY CERTIFY THAT I/WE ARE ALL OF THE OWNERS OF FEE SIMPLE TITLE TO THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF LINCOLN COUNTY AND THAT I/WE HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY/OUR FREE CONSENT AND ESTABLISH MINIMUM LOT SIZE AND BUILDING SETBACK LINES AS NOTED.

____
OWNER DATE

GPS CERTIFICATION

I, GAVIN D. PROFFIT, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE SURVEY:
(1) CLASS OF SURVEY: CLASS A
(2) POSITIONAL ACCURACY: <0.100'
(3) TYPE OF GPS FIELD PROCEDURE: RTK
(4) DATE OF SURVEY: 2023-08-17
(5) DATUM/EPOCH: NAD 83(2011)
(6) PUBLISHED/FIXED-CONTROL USED: NCGS WAY
(7) GEOID MODEL: GEOID18
(8) COMBINED GRID FACTOR(S) AT GRID TIE: 1.0001559243
(9) UNITS: METERS CONVERTED TO US SURVEY FEET

WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 27TH DAY OF NOVEMBER, A.D., 2023

PRELIMINARY
NOT FOR RECORDATION, SALES, OR CONVEYANCES
GAVIN D. PROFFIT, PROFESSIONAL LAND SURVEYOR L-5298

PLAT CERTIFICATION

I, Gavin D. Proffit CERTIFY,

THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK AND PAGE AS SHOWN); THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN FROM INFORMATION IN BOOK AND PAGE AS SHOWN; THAT THE POSITIONAL ACCURACY AS CALCULATED IS 0.10' OR GREATER; AND THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

THAT THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT ORDERED SURVEY, OR OTHER EXEMPTION OR EXCEPTION TO THE DEFINITION OF SUBDIVISION.

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 27TH DAY OF NOVEMBER, A.D., 2023

NORTH CAROLINA PROFESSIONAL SEAL L-5298 LAND SURVEYOR GAVIN D. PROFFIT

PRELIMINARY
NOT FOR RECORDATION, SALES, OR CONVEYANCES
GAVIN D. PROFFIT, PROFESSIONAL LAND SURVEYOR L-5298

REVIEW OFFICER CERTIFICATE

I, ______________________, REVIEW OFFICER OF LINCOLN COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

____
REVIEW OFFICER DATE

WATER SUPPLY WATERSHED CERTIFICATE

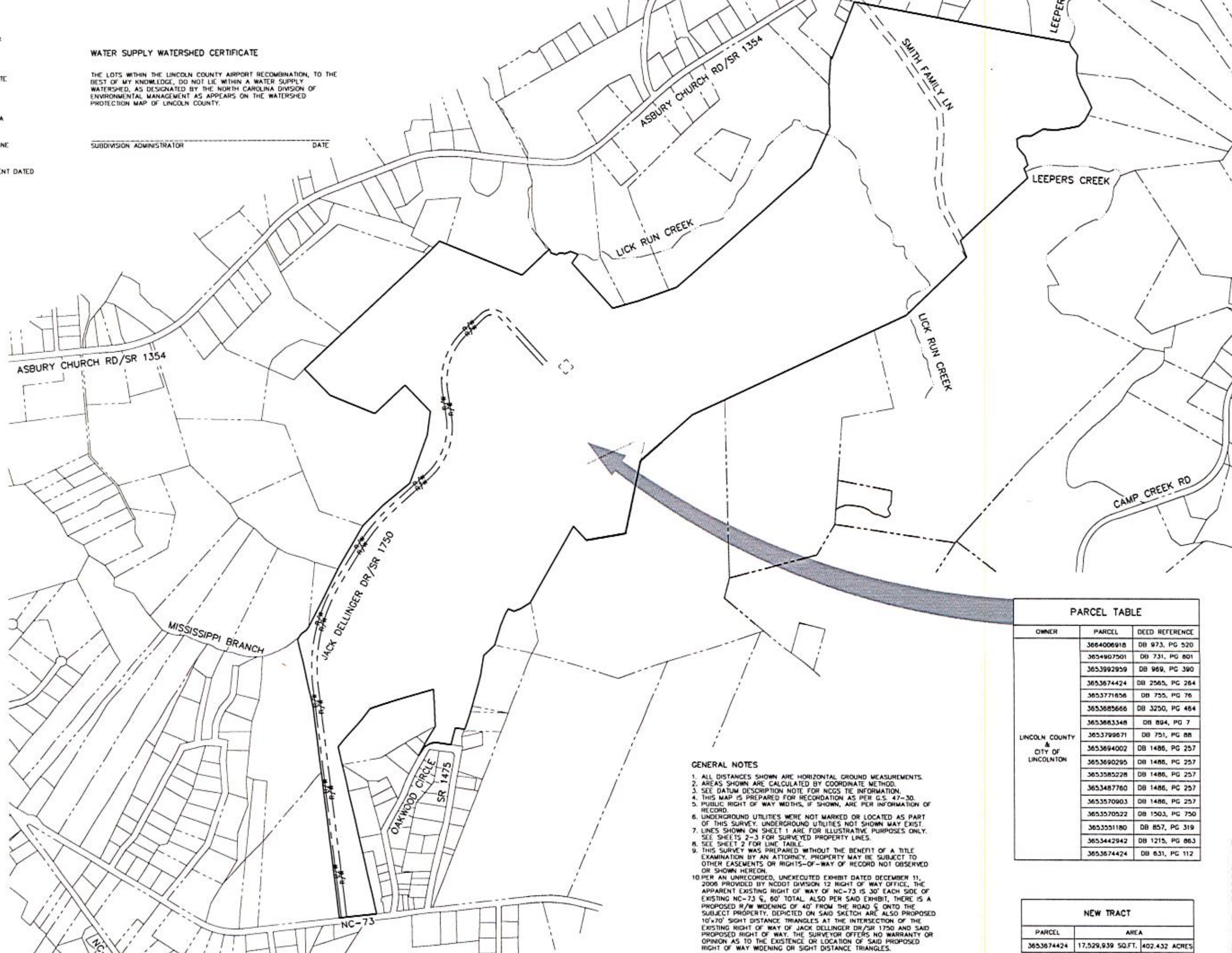
THE LOTS WITHIN THE LINCOLN COUNTY AIRPORT RECOMBINATION, TO THE BEST OF MY KNOWLEDGE, DO NOT LIE WITHIN A WATER SUPPLY WATERSHED, AS DESIGNATED BY THE NORTH CAROLINA DIVISION OF ENVIRONMENTAL MANAGEMENT AS APPEARS ON THE WATERSHED PROTECTION MAP OF LINCOLN COUNTY.

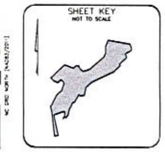
____
SUBDIVISION ADMINISTRATOR DATE

CERTIFICATE OF APPROVAL FOR RECORDING FOR EXEMPT SUBDIVISIONS

I HEREBY CERTIFY THAT TO THE BEST OF MY ABILITY AS SUBDIVISION ADMINISTRATOR THAT I HAVE DETERMINED THAT THE SUBDIVISION PLAT SHOWN HEREON IS NOT SUBJECT TO THE LINCOLN COUNTY UNIFIED DEVELOPMENT ORDINANCE PURSUANT TO 9.6.2. THIS DETERMINATION IS BASED ON STATEMENTS MADE BY THE APPLICANT AS TO THE COMBINATION OR RECOMBINATION OF RECORDED LOTS, THE STATUS OF ROADS, AND THE SEPARATION OF LAND SUBSEQUENT TO THE EFFECTIVE DATE OF THE UNIFIED DEVELOPMENT ORDINANCE. FURTHERMORE SUCH INFORMATION, IF INCORRECT, WOULD RESULT IN THE CANCELLATION OF THIS CERTIFICATE.

____
SUBDIVISION ADMINISTRATOR DATE





811 Know what's below. Call before you dig.

REFERENCES

1. DB 973, PG 520
2. DB 731, PG 801
3. DB 969, PG 390
4. DB 541, PG 153
5. DB 541, PG 154
6. DB 641, PG 031
7. DB 541, PG 156
8. DB 541, PG 160
9. DB 639, PG 354
10. DB 641, PG 26
11. DB 751, PG 88
12. DB 1486, PG 257
13. DB 3250, PG 464
14. DB 894, PG 5
15. DB 1503, PG 780
16. DB 755, PG 76
17. DB 857, PG 319
18. DB 1213, PG 863
19. THAT UNRECORDED PLAT ENTITLED "RECOMBINATION SURVEY FOR LINCOLN COUNTY, NC & THE CITY OF LINCOLNTON, NC OF THE LINCOLNTON-LINCOLN COUNTY REGIONAL AIRPORT" BY T. RILEY CASEY, PLS, DATED 04-18-2023.
20. UNRECORDED, UNEXECUTED EXHIBIT PROVIDED BY NCDOT DIVISION 12 RIGHT OF WAY OFFICE, DATED DECEMBER 11, 2006.
21. LINCOLN COUNTY GIS

PARCEL TABLE

OWNER	PARCEL	DEED REFERENCE
LINCOLN COUNTY & CITY OF LINCOLNTON	3664006918	DB 973, PG 520
	3654907501	DB 731, PG 801
	3653992959	DB 969, PG 390
	3653674424	DB 2565, PG 264
	3653771656	DB 755, PG 76
	3653685666	DB 3250, PG 464
	3653683348	DB 894, PG 7
	3653799671	DB 751, PG 88
	3653694002	DB 1486, PG 257
	3653690295	DB 1486, PG 257
	3653585228	DB 1486, PG 257
	3653487760	DB 1486, PG 257
	3653570903	DB 1486, PG 257
	3653570522	DB 1503, PG 750
	3653551180	DB 857, PG 319
	3653442942	DB 1215, PG 863
	3653674424	DB 631, PG 112

NEW TRACT

PARCEL	AREA	
3653674424	17,529,939 SQ.FT.	402.432 ACRES

GENERAL NOTES

1. ALL DISTANCES SHOWN ARE HORIZONTAL GROUND MEASUREMENTS.
2. AREAS SHOWN ARE CALCULATED BY COORDINATE METHOD.
3. SEE DATUM DESCRIPTION NOTE FOR NCGS TIE INFORMATION.
4. THIS MAP IS PREPARED FOR RECORDATION AS PER G.S. 47-30.
5. PUBLIC RIGHT OF WAY WIDTHS, IF SHOWN, ARE PER INFORMATION OF RECORD.
6. UNDERGROUND UTILITIES WERE NOT MARKED OR LOCATED AS PART OF THIS SURVEY. UNDERGROUND UTILITIES NOT SHOWN MAY EXIST.
7. LINES SHOWN ON SHEET 1 ARE FOR ILLUSTRATIVE PURPOSES ONLY. SEE SHEETS 2-3 FOR SURVEYED PROPERTY LINES.
8. SEE SHEET 2 FOR LINE TABLE.
9. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE EXAMINATION BY AN ATTORNEY. PROPERTY MAY BE SUBJECT TO OTHER EASEMENTS OR RIGHTS-OF-WAY OF RECORD NOT OBSERVED OR SHOWN HEREON.
10. PER AN UNRECORDED, UNEXECUTED EXHIBIT DATED DECEMBER 11, 2006 PROVIDED BY NCDOT DIVISION 12 RIGHT OF WAY OFFICE, THE APPARENT EXISTING RIGHT OF WAY OF NC-73 IS 30' EACH SIDE OF EXISTING NC-73 ℄, 60' TOTAL. ALSO PER SAID EXHIBIT, THERE IS A PROPOSED R/W WIDENING OF 40' FROM THE ROAD ℄ ONTO THE SUBJECT PROPERTY. DEPICTED ON SAID SKETCH ARE ALSO PROPOSED 10'x70' SIGHT DISTANCE TRIANGLES AT THE INTERSECTION OF THE EXISTING RIGHT OF WAY OF JACK DELLINGER DR/SR 1750 AND SAID PROPOSED RIGHT OF WAY. THE SURVEYOR OFFERS NO WARRANTY OR OPINION AS TO THE EXISTENCE OR LOCATION OF SAID PROPOSED RIGHT OF WAY WIDENING OR SIGHT DISTANCE TRIANGLES.

DATUM DESCRIPTION

THE LOCALIZED COORDINATE SYSTEM DEVELOPED FOR THIS PROJECT IS BASED ON STATE PLANE COORDINATES ESTABLISHED BY NGS MONUMENT "WAY" HAVING NAD83(2011) STATE PLANE COORDINATES OF:
NORTHING: 638,327.29'
EASTING: 1,357,573.32'
ELEVATION: 871.62'

THE AVERAGE COMBINED GRID FACTOR USED ON THIS PROJECT (GRID TO GROUND) IS: 1.0001559243

VERTICAL DATUM: NAVD88

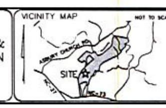
ALL LINEAR DIMENSIONS SHOWN HEREON ARE LOCALIZED HORIZONTAL DISTANCES.

Dewberry

Dewberry Engineers Inc.
NC REGISTRATION # F-0929
9300 HARRIS CORNERS PARKWAY
SUITE 220
CHARLOTTE, NC 28269-3797
PHONE: (704) 509-9918
FAX: (704) 509-9937

CURRENT OWNER
PER DEED BOOK AND PAGE AS SHOWN
LINCOLN COUNTY & CITY OF LINCOLTON
115 WEST MAIN
LINCOLNTON, NC 28092

VICINITY MAP NOT TO SCALE



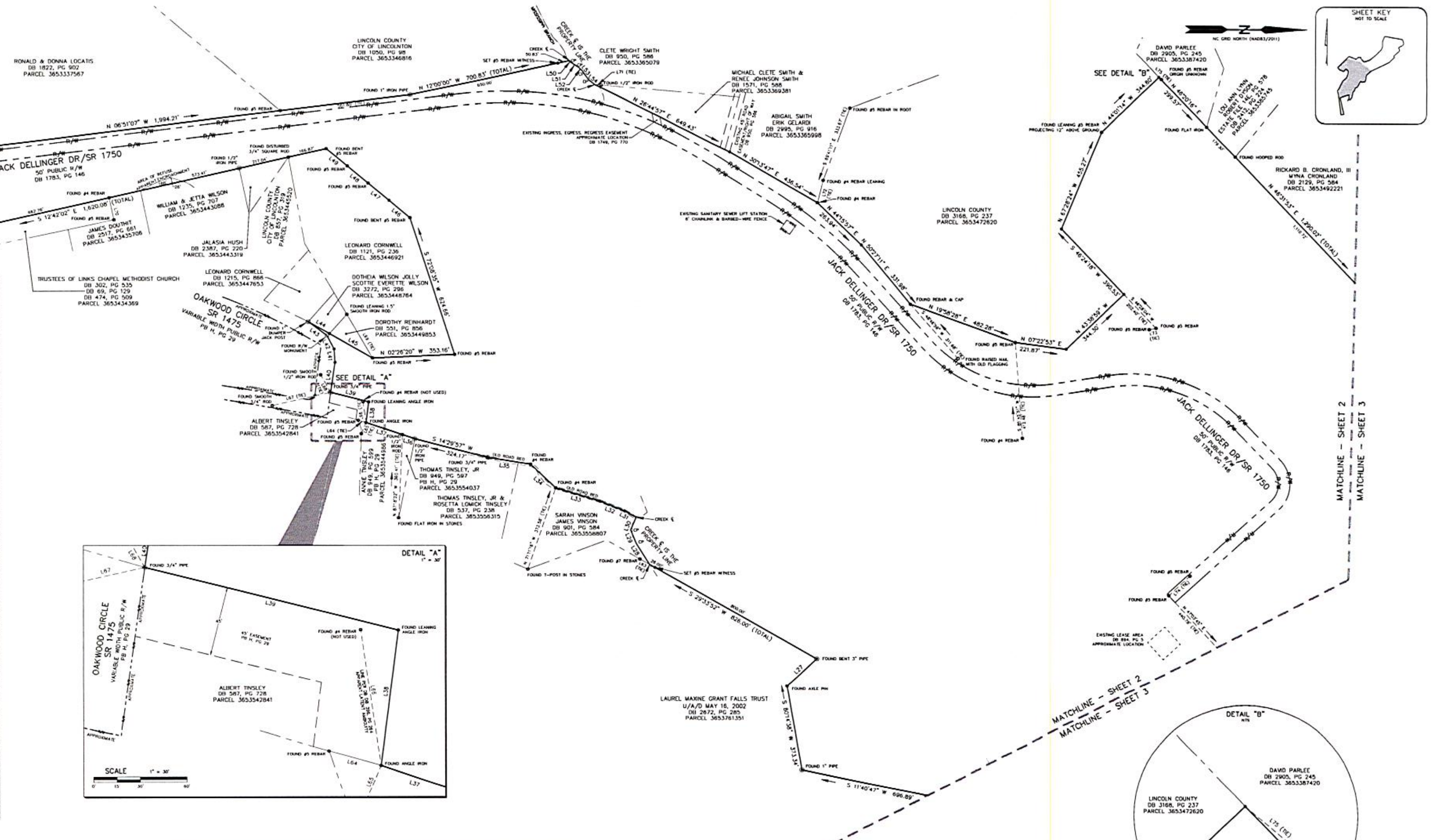
EXEMPT RECOMBINATION PLAT FOR LINCOLN COUNTY & CITY OF LINCOLNTON

Lincoln County Airport Recombination

DRAWING SCALE: 1" = 500'	DRAWN BY: PAS	CHECKED BY: FPC	PROPERTY DESIGNATION: LINCOLN COUNTY AIRPORT, 714 JACK DELLINGER ROAD, IRON STATION, UNINCORPORATED, LINCOLN COUNTY, NORTH CAROLINA
FIELDWORK COMPLETED: OCTOBER 26, 2023	DRAWING NUMBER: 50167428-RCMB		

GRAPHIC SCALE 0' 250' 500' 1000' 2000'

SHEET 1 OF 3



LINE	BEARING	DISTANCE
L1	S 33°53'35" E	19.51'
L2	N 20°54'36" E	103.27'
L3	N 20°46'47" E	100.85'
L4	S 14°32'09" E	35.89'
L5	S 39°37'47" E	50.97'
L6	S 33°37'20" E	58.23'
L7	S 07°30'19" W	75.93'
L8	S 02°00'49" E	105.93'
L9	S 19°24'12" E	109.17'
L10	S 29°14'30" E	120.88'
L11	S 22°47'32" E	110.88'
L12	S 27°58'19" W	136.83'
L13	S 47°35'19" W	78.95'
L14	S 78°48'07" W	98.62'
L15	S 81°20'48" W	121.47'
L16	N 86°13'23" W	121.68'
L17	S 59°22'49" W	123.34'
L18	N 89°35'00" W	79.20'
L19	S 63°21'10" W	66.00'
L20	S 05°13'08" E	81.40'
L21	S 40°24'55" E	105.54'
L22	S 17°13'24" E	89.45'
L23	S 49°42'59" W	47.82'
L24	S 24°24'23" E	33.71'
L25	S 19°55'45" E	60.49'
L26	S 19°47'35" E	167.61'
L27	N 43°22'40" W	175.81'
L28	S 57°47'19" W	109.46'
L29	S 68°56'33" W	63.02'
L30	N 67°03'49" W	58.21'
L31	S 29°58'33" W	57.32'
L32	S 21°50'27" W	117.04'
L33	S 16°43'15" W	194.86'
L34	S 43°32'23" W	148.76'
L35	S 09°10'41" W	186.34'
L36	S 18°17'47" W	55.95'
L37	S 18°29'56" W	165.00'
L38	N 82°48'47" W	89.65'
L39	S 14°02'18" W	168.46'
L40	N 81°43'00" W	130.00'
L41	S 86°22'04" W	58.00'
L42	S 61°59'11" W	65.61'
L43	S 36°53'16" W	100.61'
L44	N 29°40'02" E	105.36'
L45	N 29°41'59" E	212.93'
L46	S 40°19'54" W	117.32'
L47	S 39°52'43" W	117.00'
L48	S 39°46'28" W	116.92'
L49	S 39°55'29" W	117.46'
L50	S 49°49'47" W	9.17'
L51	S 32°48'31" W	38.61'
L52	S 42°18'29" W	22.78'
L53	S 54°00'51" W	47.41'
L54	S 38°28'33" W	33.79'
L55	N 44°07'35" E	164.28'
L56	S 24°22'48" E	39.45'
L57	S 72°27'57" E	56.18'
L58	N 57°43'47" E	36.72'
L59	S 77°41'13" E	46.34'
L60	N 87°33'34" E	57.69'
L61	S 67°20'34" E	74.84'
L62 (TIE)	S 36°08'20" W	142.59'
L63 (TIE)	N 29°33'52" E	48.16'
L64 (TIE)	N 18°02'43" E	34.94'
L65 (TIE)	N 86°55'16" W	52.26'
L66 (TIE)	S 81°41'04" W	90.11'
L67 (TIE)	N 12°42'55" W	257.81'
L68 (TIE)	N 60°22'17" E	87.12'
L69 (TIE)	N 59°40'28" E	219.17'
L70 (TIE)	N 78°00'34" E	98.88'
L71 (TIE)	S 05°04'09" W	27.81'
L72 (TIE)	S 75°38'06" E	100.29'
L73 (TIE)	N 11°24'25" W	30.07'
L74 (TIE)	S 42°55'37" E	125.20'
L75 (TIE)	S 40°41'19" W	14.38'
L76 (TIE)	S 64°13'10" E	134.10'
L77 (TIE)	N 74°06'30" E	102.97'

LEGEND

- SET #5 REBAR

SURVEYED PROPERTY LINE	
SURVEYED RIGHT OF WAY	
ABANDONED PROPERTY LINE	
APPROXIMATE EXISTING LEASE AREA	
APPROXIMATE EXISTING EASEMENT AS NOTED	
PROPERTY LINES NOT SURVEYED	
TIE LINE	
CREEK/STREAM CENTERLINE	
FENCE	

FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY	DB	DEED BOOK
FIRM	FLOOD INSURANCE RATE MAP	MB/PB	MAP/PLAT BOOK
NAVD	NORTH AMERICAN VERTICAL DATUM	PG	PAGE
GIS	GEOGRAPHICAL INFORMATION SYSTEM	R/W	RIGHT OF WAY
NCGS	NORTH CAROLINA GEODETIC SURVEY	G.S.	GENERAL STATUTE
PIN	PARCEL IDENTIFICATION NUMBER	(TYP)	TYPICAL
NCDOT	NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	CONC	CONCRETE
TIP	TRANSPORTATION IMPROVEMENT PROJECT	NC	NORTH CAROLINA
VRS	VIRTUAL REFERENCE STATION	℄	CENTERLINE
CORS	CONTINUOUSLY OPERATING REFERENCE STATION	CLCRK	CREEK CENTERLINE
NAVD88	NORTH AMERICAN VERTICAL DATUM OF 1988	ELEV	ELEVATION
NAD83	NORTH AMERICAN DATUM OF 1983	U/A/D	UNDER AGREEMENT DATED
FRIS	FLOOD RISK INFORMATION SYSTEM	SQ.FT.	SQUARE FEET
CP	CALCULATED POINT, NOT SET	NTS	NOT TO SCALE

PRELIMINARY
NOT FOR RECORDATION, SALES, OR CONVEYANCES

NORTH CAROLINA PROFESSIONAL LAND SURVEYOR SEAL L-5298 GAVIN D. PROFFITT

811 Know what's below. Call before you dig.

Dewberry
Dewberry Engineers Inc.
NC REGISTRATION # F-0929
9300 HARRIS CORNERS PARKWAY
SUITE 220
CHARLOTTE, NC 28269-3797
PHONE: (704) 509-9918
FAX: (704) 509-9937

CURRENT OWNER
PER DEED BOOK AND PAGE AS SHOWN
LINCOLN COUNTY & CITY OF LINCOLTON
115 WEST MAIN
LINCOLNTON, NC 28092

VICINITY MAP
NOT TO SCALE
SITE

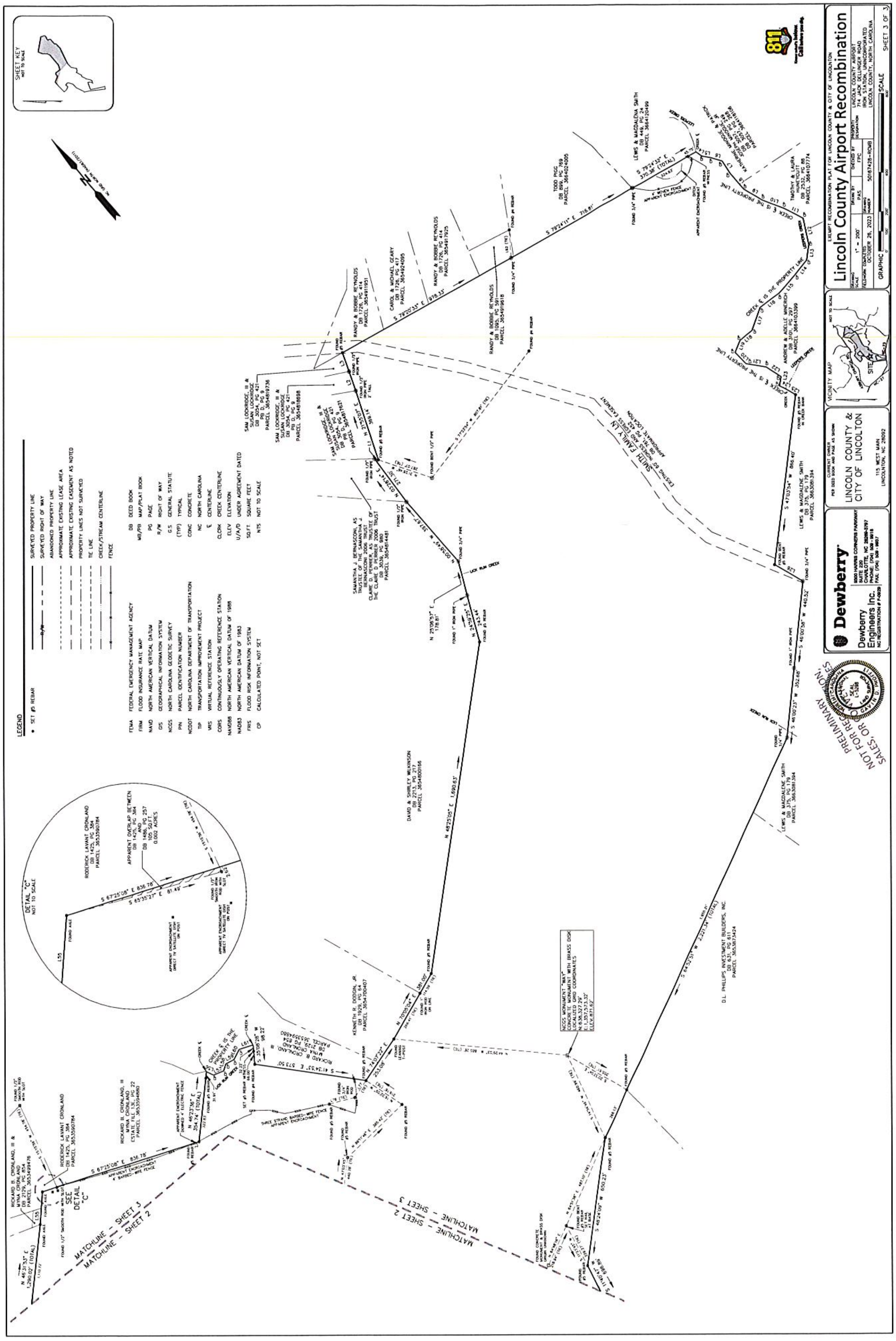
EXEMPT RECOMBINATION PLAT FOR LINCOLN COUNTY & CITY OF LINCOLNTON

Lincoln County Airport Recombination

DRAWING SCALE	1" = 200'	DRAWN BY	PAS	CHECKED BY	FPC	PROPERTY DESIGNATION: LINCOLN COUNTY AIRPORT, 714 JACK DELLINGER ROAD, IRON STATION, UNINCORPORATED, LINCOLN COUNTY, NORTH CAROLINA
FIELDWORK COMPLETED	OCTOBER 26, 2023	DRAWING NUMBER	50167428-RCMB			

GRAPHIC SCALE 0 100' 200' 400' 800'

SHEET 2 OF 3


Lincoln County Airport Recombination
SHEET 3 OF 3
LEGEND
SHEET KEY
VICINITY MAP
DETAIL "C"
MATCHLINE - SHEET 3
MATCHLINE - SHEET 2
Dewberry

CASE_NO	CASETYPE	CASESUBTYPE	CASE_NAME	SITE_ADDR	STARTED	CLOSED	STATUS	Inspections	
LCE23-00001	LINCOLNTON CODE ENFORCEMENT	NUISANCE	Overgrowth of property	RIVERSIDE DR	01/05/2023	02/06/2023	CLOSED	3	
LCE23-00002	LINCOLNTON CODE ENFORCEMENT	NUISANCE	Overgrown Property	RIVERSIDE DR	01/05/2023	05/15/2023	CLOSED	2	
LCE23-00003	LINCOLNTON CODE ENFORCEMENT	JUNK VEHICLES	Junk Vehicles	338 E CARTER ST	01/06/2023		OPEN	25	cleaned up everything except junk vehicle, fines are getting ready to start
LCE23-00004	LINCOLNTON CODE ENFORCEMENT	ZONING	Operating business in residential area	1122 E LINCOLN ST	01/27/2023	04/05/2023	CLOSED	5	
LCE23-00005	LINCOLNTON CODE ENFORCEMENT	NUISANCE	Solid Waste	727 SALEM CHURCH RD	02/01/2023	03/01/2023	CLOSED	3	
LCE23-00006	LINCOLNTON CODE ENFORCEMENT	ZONING	Setback encroachment for building and fence	2224 CATAWBA HEIGHTS RD	02/01/2023	04/11/2023	CLOSED	5	
LCE23-00007	LINCOLNTON CODE ENFORCEMENT	NUISANCE	Solid Waste on property near dumpsters.	1411 EAST MAIN ST	02/02/2023	02/20/2023	CLOSED	2	
LCE23-00008	LINCOLNTON CODE ENFORCEMENT	NUISANCE	Solid Waste	JACKSON DR	02/03/2023	08/22/2023	CLOSED	12	
LCE23-00009	LINCOLNTON CODE ENFORCEMENT	NUISANCE	Solid Waste	MCDANIEL SPRINGS RD	02/03/2023	12/08/2023	CLOSED	16	
LCE23-00010	LINCOLNTON CODE ENFORCEMENT	NUISANCE	Solid Waste	E GASTON STREET EXT	02/03/2023	08/22/2023	CLOSED	12	
LCE23-00011	LINCOLNTON CODE ENFORCEMENT	NUISANCE	Solid Waste	2320 EAST MAIN ST	02/03/2023	06/28/2023	CLOSED	8	
LCE23-00012	LINCOLNTON CODE ENFORCEMENT	NUISANCE	Solid Waste	1428 EAST MAIN ST	02/03/2023	09/26/2023	CLOSED	15	
LCE23-00013	LINCOLNTON CODE ENFORCEMENT	MINIMUM HOUSING	Minimum Housing	1571 S ASPEN ST	02/08/2023	05/09/2023	CLOSED	2	
LCE23-00014	LINCOLNTON CODE ENFORCEMENT	ZONING	Use violation, painting business operated on property.	MOORE ST	02/08/2023	08/30/2023	CLOSED	15	
LCE23-00015	LINCOLNTON CODE ENFORCEMENT	JUNK VEHICLES	Junk Vehicle	206 LAKE SYLVIA RD	02/10/2023	05/08/2023	CLOSED	7	
LCE23-00016	LINCOLNTON CODE ENFORCEMENT	ZONING	Outdoor Lighting	627 RIVERSIDE DR	03/06/2023	07/19/2023	CLOSED	11	
LCE23-00017	LINCOLNTON CODE ENFORCEMENT	NUISANCE	Junk Material	916 E GASTON ST	03/16/2023	04/11/2023	CLOSED	2	
LCE23-00018	LINCOLNTON CODE ENFORCEMENT	NUISANCE	Garbage throughout the property.	524 BONVIEW AV	03/27/2023	05/11/2023	CLOSED	4	
LCE23-00019	LINCOLNTON CODE ENFORCEMENT	NUISANCE	Junk Material	1606 LABORATORY RD	04/12/2023	11/27/2023	CLOSED	17	
LCE23-00020	LINCOLNTON CODE ENFORCEMENT	NUISANCE	Solid Waste and Junk Material	510 SOUTH CEDAR ST	04/13/2023	04/14/2023	CLOSED	1	
LCE23-00021	LINCOLNTON CODE ENFORCEMENT	JUNK VEHICLES	Junk Vehicles & Rubbish	432 E RHODES ST	04/13/2023	09/26/2023	CLOSED	5	
LCE23-00022	LINCOLNTON CODE ENFORCEMENT	NUISANCE	Overgrown Lot on opposite side of the fence near PID 103101	112 W PINE ST	04/19/2023	05/04/2023	CLOSED	2	
LCE23-00023	LINCOLNTON CODE ENFORCEMENT	NUISANCE	Overgrown Lot	213 CHARLESVOIX AV	04/24/2023	05/09/2023	CLOSED	2	
LCE23-00024	LINCOLNTON CODE ENFORCEMENT	NUISANCE	Overgrown grass	130 DR MARTIN LUTHER KING JR DR	04/26/2023	05/10/2023	CLOSED	2	
LCE23-00025	LINCOLNTON CODE ENFORCEMENT	ABANDONED STRUCTURE	Abandoned Structure	130 DR MARTIN LUTHER KING JR DR	04/26/2023		OPEN	8	fines started
LCE23-00026	LINCOLNTON CODE ENFORCEMENT	NUISANCE	Junk Material & Overgrown Lot	109 KENNEDY DR	04/26/2023		OPEN	19	making progress
LCE23-00027	LINCOLNTON CODE ENFORCEMENT	ABANDONED STRUCTURE	Abandoned Structure	1471 RHODES RHYNE RD	05/08/2023	11/08/2023	CLOSED	4	
LCE23-00028	LINCOLNTON CODE ENFORCEMENT	NUISANCE	Overgrown grass	849 S LAUREL ST	05/08/2023	05/23/2023	CLOSED	2	
LCE23-00029	LINCOLNTON CODE ENFORCEMENT	NUISANCE	Overgrown grass	2443 EAST MAIN ST	05/10/2023	06/07/2023	CLOSED	3	
LCE23-00030	LINCOLNTON CODE ENFORCEMENT	NUISANCE	Overgrown grass	215 BONVIEW AV	05/10/2023	05/14/2023	CLOSED	2	
LCE23-00031	LINCOLNTON CODE ENFORCEMENT	ABANDONED STRUCTURE	Abandoned Structure	897 W NC 150 HWY	05/10/2023	07/05/2023	CLOSED	3	
LCE23-00032	LINCOLNTON CODE ENFORCEMENT	NUISANCE	Overgrown Lot	314 S GOVERNMENT ST	05/16/2023	05/31/2023	CLOSED	2	
LCE23-00033	LINCOLNTON CODE ENFORCEMENT	NUISANCE	Overgrown grass	627 EAST MAIN ST	05/18/2023	06/02/2023	CLOSED	2	
LCE23-00034	LINCOLNTON CODE ENFORCEMENT	NUISANCE	Overgrown Lot	419 BONVIEW AV	05/23/2023	05/24/2023	CLOSED	1	
LCE23-00035	LINCOLNTON CODE ENFORCEMENT	NUISANCE	Overgrown grass	317 S HIGH ST	06/06/2023	08/22/2023	CLOSED	2	
LCE23-00036	LINCOLNTON CODE ENFORCEMENT	NUISANCE	Overgrown grass	329 N ACADEMY ST	06/08/2023	06/22/2023	CLOSED	2	
LCE23-00037	LINCOLNTON CODE ENFORCEMENT	ZONING	multiple campers and trailers on property.	307 ROBERTA AV	06/08/2023	07/21/2023	CLOSED	4	
LCE23-00038	LINCOLNTON CODE ENFORCEMENT	NUISANCE	Junk Material & Solid Waste	2078 DALE AV	06/08/2023	09/26/2023	CLOSED	2	
LCE23-00039	LINCOLNTON CODE ENFORCEMENT	ABANDONED STRUCTURE	Abandoned Structure	812 S ASPEN ST	06/23/2023		OPEN	7	fines have started
LCE23-00040	LINCOLNTON CODE ENFORCEMENT	NUISANCE	Overgrown lot		06/28/2023	09/26/2023	CLOSED	2	
LCE23-00041	LINCOLNTON CODE ENFORCEMENT	NUISANCE	Overgrown grass	215 BONVIEW AV	06/28/2023	08/22/2023	CLOSED	2	
LCE23-00042	LINCOLNTON CODE ENFORCEMENT	NUISANCE	Overgrown Lot	620 TAIT ST	07/25/2023	08/09/2023	CLOSED	2	
LCE23-00043	LINCOLNTON CODE ENFORCEMENT	JUNK VEHICLES	Junk vehicles and junk material scattered on property.	200 CRESCENT CT	07/27/2023	11/28/2023	CLOSED	11	
LCE23-00044	LINCOLNTON CODE ENFORCEMENT	NUISANCE	Overgrown grass and junk	710 DOGWOOD DR	07/31/2023	09/27/2023	CLOSED	5	
LCE23-00045	LINCOLNTON CODE ENFORCEMENT	ZONING	Abandoned Structure	511 N FLINT ST	07/31/2023		OPEN	9	house is under contract, closing date in January
LCE23-00046	LINCOLNTON CODE ENFORCEMENT	NUISANCE	Overgrown grass	511 N FLINT ST	07/31/2023	10/12/2023	CLOSED	2	
LCE23-00047	LINCOLNTON CODE ENFORCEMENT	ABANDONED STRUCTURE	Abandoned Structure	817 E SUMNER ST	07/31/2023	12/06/2023	CLOSED	4	Demolished
LCE23-00048	LINCOLNTON CODE ENFORCEMENT	ABANDONED STRUCTURE	Abandoned Structure	618 W MAIN STREET EXT	07/31/2023		OPEN	5	
LCE23-00049	LINCOLNTON CODE ENFORCEMENT	ABANDONED STRUCTURE	Abandoned Structure	301 A S ACADEMY ST	07/31/2023		OPEN	5	pulled building permit for repairs
LCE23-00050	LINCOLNTON CODE ENFORCEMENT	ABANDONED STRUCTURE	Abandoned Structure	1210 E PINE ST	07/31/2023		OPEN	8	issue locating heirs
LCE23-00051	LINCOLNTON CODE ENFORCEMENT	NUISANCE	Overgrown grass	614 E DIXON ST	07/31/2023	09/26/2023	CLOSED	2	
LCE23-00052	LINCOLNTON CODE ENFORCEMENT	JUNK VEHICLES	Junk Vehicles	2217 DALE AV	08/01/2023	09/13/2023	CLOSED	4	
LCE23-00053	LINCOLNTON CODE ENFORCEMENT	NUISANCE	Overgrown grass	2217 DALE AV	08/01/2023	08/16/2023	CLOSED	2	
LCE23-00054	LINCOLNTON CODE ENFORCEMENT	NUISANCE	Overgrown grass		08/02/2023	08/17/2023	CLOSED	2	
LCE23-00055	LINCOLNTON CODE ENFORCEMENT	ZONING	Screening & Landscaping not met	E PINE ST	08/02/2023	12/06/2023	CLOSED	1	
LCE23-00056	LINCOLNTON CODE ENFORCEMENT	NUISANCE	Overgrown Lot		08/23/2023	09/26/2023	CLOSED	4	
LCE23-00057	LINCOLNTON CODE ENFORCEMENT	ZONING	Accessory structure that does not meet setbacks.	1264 WILMA SIGMON RD	09/06/2023	09/27/2023	CLOSED	3	
LCE23-00058	LINCOLNTON CODE ENFORCEMENT	NUISANCE	Overgrown lot	414 W WATER ST	08/31/2023	09/26/2023	CLOSED	2	
LCE23-00059	LINCOLNTON CODE ENFORCEMENT	NUISANCE	Overgrown Lot	335 W SYCAMORE ST	09/13/2023	10/04/2023	CLOSED	2	
LCE23-00060	LINCOLNTON CODE ENFORCEMENT	NUISANCE	Overgrown Lot	602 HUSS ST	09/13/2023	09/28/2023	CLOSED	2	
LCE23-00061	LINCOLNTON CODE ENFORCEMENT	NUISANCE	Overgrown grass	W WATER ST	09/20/2023	10/04/2023	CLOSED	2	
LCE23-00062	LINCOLNTON CODE ENFORCEMENT	NUISANCE	Junk material scattered throughout the property.	1423 ROSELAND DR	09/20/2023	11/13/2023	CLOSED	4	
LCE23-00063	LINCOLNTON CODE ENFORCEMENT	NUISANCE	Possible homeless camp on property.	SIPE RD	09/26/2023		OPEN	7	
LCE23-00064	LINCOLNTON CODE ENFORCEMENT	NUISANCE	Overgrown Lot	600 HUSS ST	09/27/2023	10/12/2023	CLOSED	2	
LCE23-00065	LINCOLNTON CODE ENFORCEMENT	ZONING	Outdoor Storage	784 W NC 27 HWY	09/28/2023		OPEN	7	cleaned up most of problems areas, working on last part
LCE23-00066	LINCOLNTON CODE ENFORCEMENT	NUISANCE	Overgrown grass, downed limbs and junk material.	W MAIN STREET EXT	10/17/2023	11/22/2023	CLOSED	4	
LCE23-00067	LINCOLNTON CODE ENFORCEMENT	ZONING	People living in building and RV on the property.	2225 EAST MAIN ST	10/18/2023	10/30/2023	CLOSED	2	
LCE23-00068	LINCOLNTON CODE ENFORCEMENT	NUISANCE	Overgrown Lot (Old Fatz Resturant)	1430 EAST MAIN ST	10/23/2023	12/06/2023	CLOSED	4	
LCE23-00069	LINCOLNTON CODE ENFORCEMENT	NUISANCE	Solid Waste and junk material on property.	769 BRADY BRANCH TR	10/24/2023		OPEN	7	owner working on cleaning up property
LCE23-00070	LINCOLNTON CODE ENFORCEMENT	ZONING	Fence falling over	2103 EAST MAIN ST	11/08/2023	11/21/2023	CLOSED	2	
LCE23-00071	LINCOLNTON CODE ENFORCEMENT	NUISANCE	Trash and Debris	483 N GENERALS BLVD	11/08/2023		OPEN	4	GIS has bad address for owner, looking for new address
LCE23-00072	LINCOLNTON CODE ENFORCEMENT	ABANDONED STRUCTURE	Abandoned Structure	602 NORTH POPLAR ST	11/14/2023		OPEN	2	pulled demo permit
LCE23-00073	LINCOLNTON CODE ENFORCEMENT	NUISANCE	Trash and Debris	602 NORTH POPLAR ST	11/14/2023		OPEN	3	in process
LCE23-00074	LINCOLNTON CODE ENFORCEMENT	ABANDONED STRUCTURE	Abandoned Structure	612 NORTH POPLAR ST	11/14/2023		OPEN	2	pulled demo permit
LCE23-00075	LINCOLNTON CODE ENFORCEMENT	NUISANCE	Trash and Debris	612 NORTH POPLAR ST	11/14/2023		OPEN	4	in process
LCE23-00076	LINCOLNTON CODE ENFORCEMENT	ABANDONED STRUCTURE	Abandoned Structure	607 NORTH POPLAR ST	11/14/2023		OPEN	2	new owner wants to renovate house
LCE23-00077	LINCOLNTON CODE ENFORCEMENT	NUISANCE	Trash and Debris	607 NORTH POPLAR ST	11/14/2023		OPEN	4	in process
LCE23-00078	LINCOLNTON CODE ENFORCEMENT	ZONING	Possibly living in a camper and debris on the back of trucks	307 ROBERTA AV	11/21/2023		OPEN	4	
LCE23-00079	LINCOLNTON CODE ENFORCEMENT	NUISANCE	Overgrown grass, downed limbs	427 VICTOR ST	12/05/2023		OPEN	1	
LCE23-00080	LINCOLNTON CODE ENFORCEMENT	ABANDONED STRUCTURE	Solid Waste, junk material	1606 LABORATORY RD	12/13/2023		OPEN	2	
LCE23-00081	LINCOLNTON CODE ENFORCEMENT	NUISANCE	HOMELESS CAMPS, SOLID WASTE, JUNK	EAST GASTON STREET EXT, PID 89926			CLOSED	4	
LCE23-00082	LINCOLNTON CODE ENFORCEMENT	NUISANCE	HOMELESS CAMPS, SOLID WASTE, JUNK	JACKSON DR, PID 01315			CLOSED	5	
LCE23-00083	LINCOLNTON CODE ENFORCEMENT	NUISANCE	HOMELESS CAMPS, SOLID WASTE, JUNK	2320 EAST MAIN ST, PID 01382			CLOSED	6	
LCE23-00084	LINCOLNTON CODE ENFORCEMENT	NUISANCE	HOMELESS CAMPS, SOLID WASTE, JUNK	1111 AND 1119 EAST LINCOLN ST, PIDS 50532 AND 20552			CLOSED	4	
LCE23-00085	LINCOLNTON CODE ENFORCEMENT	NUISANCE	HOMELESS CAMPS, SOLID WASTE, JUNK	S. POPLAR STREET BRIDGE			CLOSED	3	
LCE23-00086	LINCOLNTON CODE ENFORCEMENT	ZONING	CHICKENS	518 S. ASPEN	04.28.2023		CLOSED	2	
LCE23-00087	LINCOLNTON CODE ENFORCEMENT	ZONING	CHICKENS	208 E. RHODES STREET	07.08.2023		CLOSED	2	
LCE23-00088	LINCOLNTON CODE ENFORCEMENT	ZONING	CHICKENS	125 EASTVIEW	09.12.2023		CLOSED	2	
LCE23-00089	LINCOLNTON CODE ENFORCEMENT	ZONING	CHICKENS	215 PERIWINKLE STREET	10.11.2023		CLOSED	2	
LCE23-00090	LINCOLNTON CODE ENFORCEMENT	ABANDONED STRUCTURE	Abandoned Structure	314 S GOVERNMENT ST	04.08.2023		CLOSED	3	Repaired house
LCE23-00091	LINCOLNTON CODE ENFORCEMENT	ABANDONED STRUCTURE	Abandoned Structure	268 POLICARP			OPEN	2	working on hearing date
LCE23-00092	LINCOLNTON CODE ENFORCEMENT	ABANDONED STRUCTURE	Abandoned Structure	702 N. GROVE			OPEN	2	Under review
LCE23-00093	LINCOLNTON CODE ENFORCEMENT	ABANDONED STRUCTURE	Trash and Debris, Abandoned Structures	301 ELIZABETH AVENUE			CLOSED	9	Property was sold, new owner clean up lot and removed multiple structures
LCE23-00094	LINCOLNTON CODE ENFORCEMENT	ABANDONED STRUCTURE	Minimum Housing	609 LOUISE	01.17.2023		CLOSED	3	new owner got a permit to fix the carport. Old carport removed, currently installing new 09.12.2023
LCE23-00095	LINCOLNTON CODE ENFORCEMENT	ABANDONED STRUCTURE	Minimum Housing	143 WILLIMAS STREET			OPEN	2	Applied for demo permit on 09.26.23
LCE23-00096	LINCOLNTON CODE ENFORCEMENT	ABANDONED STRUCTURE	Minimum Housing	1471 RHODES RHYNE RD			OPEN	2	Applied for demo permit on 011.08.23
LCE23-00097	LINCOLNTON CODE ENFORCEMENT	ABANDONED STRUCTURE	Minimum Housing	720 E. LINCOLN STREET			OPEN	2	Applied for demo permit 08.14.2023
LCE23-00098	LINCOLNTON CODE ENFORCEMENT	ABANDONED STRUCTURE	Minimum Housing	2306 ARNEY STREET			CLOSED	2	Applied for demo permit 04.25.2023 - torn down, townhomes being built
LCE23-00099	LINCOLNTON CODE ENFORCEMENT	ABANDONED STRUCTURE	Minimum Housing	109 CARPENTER STREET			CLOSED	2	Applied for demo oermit 01.06.2023 - torn down, new duplex built
LCE23-00100	LINCOLNTON CODE ENFORCEMENT	Zoning	Zoning violation, did not follow conditional zoning site plan	Reepsville Road, PID 00521	08.29.2023		OPEN	16	12.24.23 - moved fence
								464	**Total Site Visits for violations (does not include any complaints that were investigated but not violations)**