



**LINCOLNTON
AGENDA
January 9, 2025
7:00 PM**

CALL TO ORDER

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

1. AGENDA APPROVALS

1a Approval of REGULAR AGENDA

1b Approval of CONSENT AGENDA

- November 7, 2024 - Regular Meeting Minutes
- December 5, 2024 - Swearing In / Organizational Meeting
- Appt-01-25 - Appointment of Taylor Eaddy to the Lincolnton Tourism Development Authority - 1st Three Year Term January 2025 - December 2027
- Appt-02-25 - Appointment of Tom Flohr to the Lincolnton Tourism Development Authority - 1st three year term January 2025 - December 2027
- Lincoln County Tax Department - Request for Releases (November 16, 2024 - December 15, 2024)
- Retirement Recognition - Laura K. Morris
- Retirement Recognition - Joseph A. Metts

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

2. PUBLIC HEARINGS

- 2a ZMA-3-2024 Application from Matt Johnson requesting the rezoning of 0.316 acres from the General Business (GB) District to the Single and Two Family Medium Density Residential-8 (R-8) District. The subject property is located on the east side of North Aspen Street**

approximately 250 feet south of the intersection of Westview Drive and North Aspen Street. (Parcel ID 83196).

Jean Derby, Planning Director

- 2b CZ-6-2024- Application from Target Corporation requesting a conditional district rezoning of 22.52 acres of land from the General Business (GB) District to the Commercial Center (CC) District for the purpose of constructing a retail store and three out parcels. The subject property is located on the west side of North Generals Blvd. at the northwest intersection of North Generals Blvd. and Tait Mill Road. (Parcel ID 00396).

Jean Derby, Planning Director

3. REGULAR AGENDA

- 3a BA-01-25 Request for amendment to be made to the Annual Budget Ordinance for the fiscal year ending June 30, 2025

Pamela McBryde, Finance Director

- 3b IT-001 (P-01-25) - Policy on Prohibition of Viewing Pornography on Government Networks and Devices

Chris Jones, Technology & Innovation Director

- 3c IT-002 (C-01-25) - Knowbe4 Proposal 3YR 25-27

Chris Jones, Technology & Innovation Director

4. REGULAR AGENDA

- 4a C-02-25 Request for approval of contract with Becker Morgan Group - professional services for new PSC.

David Ramsey, Business Services Director

- 4b STAline Remote water disconnect pilot project approval

David Ramsey, Business Services Director

- 4c Consideration of Approval of the 2024/2025 Schedule of Budgeted Positions

Tanya Osborne, Human Resources Director

5. OTHER BUSINESS

- 5a C-03-25 Assignment and Assumption Agreement for the Lincolnton-Lincoln County Regional Airport

Ritchie Haynes, City Manager

- 5b Manager's Report / Activity Update

Ritchie Haynes, City Manager

NEWS MEDIA

CLOSED SESSION

In accordance with G.S. 143-318.11(a)(6) - to consider the qualifications , competence, performance, charter, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee

ADJOURNMENT

REGULAR MEETING – November 7, 2024

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

The following Council members were present and accounted for:

DEMENY

POINSETTE

TIPTON

NOTE: Councilmember Roby Jetton was not in attendance.

Mayor Ed Hatley called the meeting to order, asking everyone to stand for a moment of silence, followed by the pledge of allegiance.

Councilmember Jill Tipton made a motion to approve the REGULAR AGENDA as presented. Members voted 3-0 in favor of that motion.

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

- October 3, 2024 – Regular Meeting Minutes
- Lincoln County Tax Department – Request for Releases September 16, 2024 – October 15, 2024
- Retirement – Michael “Todd” Cochrane for 25 years of service

Members voted 3-0 in favor of the motion.

Prior to moving to the public comment portion of the meeting, Mayor Ed Hatley took a moment to acknowledge this being the last meeting for Councilmember Christine Poinsette as a councilmember, as she did not seek re-election. Mayor Hatley informed that she will be honored at the December council meeting but wanted to take a minute to speak to the excellent addition she has been to the council, as well as point out that she has been a good friend.

Councilmember Poinsette commented on what a pleasure and honor it has been to serve. She thanked the people of Lincolnton for having confidence in her and for electing her to serve.

PUBLIC COMMENT

Mayor Ed Hatley opened the floor for public comment. Three members of the public, Mr. Alan Hoyle, Mr. Trent Mason, and Dr. Sue Friguglietti, requested to address council. Individuals were all allotted 3 minutes to speak and express their thoughts on various topics

PUBLIC HEARINGS

CZ-4-2024

CONSIDERATION OF AN APPLICATION FROM SAM'S EXPRESS CAR WASH REQUESTING A CONDITIONAL DISTRICT REZONING OF 4.02 ACRES OF LAND FROM PLANNED BUSINESS (PB) DISTRICT TO THE HIGHWAY COMMERCIAL (HC) DISTRICT FOR THE PURPOSE OF CONSTRUCTING A CAR WASH WITH FUEL ISLANDS

Mayor Ed Hatley opened the public hearing and recognized Planning Director Jean Derby to speak to the item. Ms. Derby presented a summary of the zoning request explaining the existing zoning and the proposed zoning. She noted the current use as the former Homesteads restaurant and informed the proposed use as a new automated car wash with vacuums and fuel. She provided some detailed information about the applicant, Sam's Xpress Car Wash, as well as an aerial of the property, street views and a visual of what the car wash would look like. Ms. Derby provided a comparison between the restaurant and the car wash, which showed that the car wash would be a substantial water and electricity user for the city. The site plan was reviewed and land use plan compliance was addressed, noting staffs feeling that rezoning would be consistent with the future land use map.

Ms. Derby presented the conditions of approval as follows:

Planning Department- (704-736-8930)

1. Maximum 70% impervious surface area. Will need the actual calculations on the amount of impervious area.
2. A complete set of final civil drawings meeting all UDO requirements must be submitted and approved by all departments before the site plan can be approved.
3. Development on the site is to be consistent with the above site plan and architectural renderings.
4. Building plans must be submitted and approved by Lincoln County Inspections prior to development.
5. Need to obtain demo permits from City Zoning and Lincoln County Building Inspections
6. In the area to the rear of the property, the City would like to see as many trees saved as possible and show on the construction plans the trees that would remain.

Fire Marshal - Gary Stevenson (704-736-5656)

1. Required to meet Appendix D of the Fire Code
2. Need to submit a demolition safety plan in accordance with chapter 33 of the North Carolina State Fire Code

Public Works - Nathan Eurey (704-736-8940)

1. A sidewalk, meeting the City of Lincoln requirements, must be installed along the entire frontage of N. Generals Blvd and connect to the existing sidewalk to the south.

NCDOT - Travis Jordan (704-748-2400)

1. No Driveway Permit needed
2. An encroachment agreement will be needed if the required sidewalk is placed on the NCDOT Right of way

Electric - Brent Turner (704-736-8940)

1. The construction work should not disturb the existing transformer and primary lines.
2. If a larger transformer or a different secondary voltage is needed, the customer will be responsible for the cost of the replacement and any new transformer. This also applies to relocating the existing primary lines.
3. The City Electrical Department needs to evaluate a copy of the load calculated by the electrical engineer. City can verify the transformer's KVA and secondary voltage upon request.
4. The customer is responsible for installing properly sized wire in properly sized conduit, meeting NEC requirements, to our transformer.
5. No grading that would reduce the existing clearance from final grade to the depth of our existing primary wire is allowed.

City Water/Sewer - Todd Elmore (704-736-8940)

1. New connections will be required for City water and sewer. (Options below)

Water:

- There is an existing 2-inch water line supplying current meters. If a 2-inch meter is needed, it cannot be connected to this line as it will cause pressure issues at the County Office and Murphy's.
- Alternatively, there is a 12-inch ductile water main across N General Blvd that can be connected to. However, DOT encroachment will be required, and there will be a need to bore N Generals Blvd.
- There is also an 8-inch water main along the Tractor Supply building that can be connected to, but this will require crossing the parking lot.

Sewer:

- Sewer is located in front of N. Generals Blvd and will require a grease/grit removal tank.

Soil and Erosion - Danielle Rudisill

1. This project will require an EC plan to be submitted for review and approval to Lincoln County prior to any grading.

Ms. Derby stated that staff does feel that the request is consistent and reasonable with the land use plan. She noted that the Planning Board unanimously voted in favor of recommending the project for approval and recommended the following action:

1. Recommend approval of rezoning of the property from Planned Business to Highway Commercial (CD)
2. Approval of the statement of consistency for approval of the rezoning request
3. Zoning be effective upon receipt of signed conditions of approval.

The applicant was in attendance but did not wish to address council.

Councilmember Jill Tipton made a motion to close the public hearing. Members voted 3-0 in favor of the motion.

Council member Kevin Demeny made a motion to approve as recommended by the staff. Members voted 3-0 in favor of the motion.

PARKS & RECREATION POLICIES AND PROCEDURES MANUAL
REVISION – SECTION II

Mayor Ed Hatley recognized Public Services Director Nathan Eurey, to speak to this request. Acknowledging the joint effort that went into updating the policy, Mr. Eurey asked Human Resources Director Tanya Osborne to join him as he presented the policy revisions to be considered.

He explained that the request is being made to address the unforeseen negative effect previous action taken regarding the section of the policy which gives definitions for the Head Coach and Assistant Coach, as well as establishing age limits for the volunteers.

Mr. Eurey informed that the City Attorney has been consulted and weighed in on the issue. The portion of the policy revised was presented as follows:

DEFINITIONS:

Head Coach - The City of Lincolnton recognizes a head coach as **an adult or teen, 18 or older**, who is responsible for scheduling and organizing practices, attending all practices

and games, providing guidance to participants, and teaching skills to participants. The Head Coach is the primary contact with department staff regarding team or player issues, and agrees to learn and follow all league rules and policies.

Assistant Coach - An Assistant Coach is an adult or teen, 18 or older, and is recognized as being one who attends more than two practices or games during a season for the purpose of providing guidance and teaching skills to the participants. The Assistant Coach is responsible for organizing and scheduling practices in the Head Coach's absence. The Assistant Coach is the secondary contact with Parks and Recreation staff regarding team or player issues and agrees to learn and follow all league rules and policies. **Exception: There are occasions when a 16 or 17 year old teen may wish to volunteer and serve as an Assistant Coach. In these instances, the Assistant Coach may not conduct team activities without the presence of the Head Coach unless a Park and Recreation staff member, 18 or older, is on the premises.**

Mr. Eurey stressed that the guidelines would continue to be followed regarding the Head Coach, with the exception only involving the assistant coach. He stressed the stipulations, noting that they would be supervised by an adult 18 or older in both instances. Ms. Osborne expressed the value in allowing the younger people to get involved and participate, while making sure that the city is protected.

There was discussion regarding the request, with several council members voicing their opinions and concerns. City Attorney John Friguglietti spoke to matter and commented on the liability standpoint, stating what he felt is a good compromise that protects the city and protects the children. City Manager Ritchie Haynes also spoke to the matter, providing additional information on the volunteer coaches and the difficulty in getting them. Mr. Haynes stated that this issue developed due to the policy change, as 16 and 17 year olds have been employed by the city for years. He also brought out the additional benefit of the experience and knowledge the teens have due to their own involvement in playing the sport.

Human Resources Director Tanya Osborne explained the process and the steps that must be taken to be a volunteer, stressing the due diligence involved. The City Attorney added his support, giving it a thumbs up, stating it is a good way to solve the issue. Mayor Hatley voiced his appreciation to staff for allowing high school students the opportunity.

Councilmember Kevin Demeny made a motion to approve. Members voted 2-1 in favor of the motion with Councilmember Demeny and Councilmember Poinsette voting for and Tipton voting against.

REVIEW/UPDATE ON SOCIAL DISTRICT

City Manager Ritchie Hayne gave an update on things regarding the Social District since set in place six months ago. Mr. Haynes reported that the district has been discussed at the morning meet ups with the Downtown Development Association and the merchants. No issues were reported. He also reported that the City has had zero complaints or issues.

Mr. Haynes stated upon meeting with the participants (those serving the drinks), they reported no issues or complaints but did mention possibly going to seven days but not serving until 1:00 pm on Sunday, with the other days staying at the regular time.

There was some discussion regarding serving during special events. Mr. Haynes informed that he feels that the Social District committee should meet with DDA to discuss the topic. He did stress that he did not feel that it should be utilized during July 4th, Apple Festival, the Christmas parade and the Apple Drop event.

Councilmember Demeny stated his desire to extend the days so that there will be less confusion about what's going on and when it is happening. He continued saying that the general consensus seems to be to add Monday, Tuesday and Wednesday, and leave Sunday off the books. City Manager Ritchie reminded that amendments/revisions can be made anytime. He advised that adding the days would need to be in the form of a motion.

Councilmember Christine Poinsette made a motion to extend the Social District to Monday through Saturday. Members voted 2-1 in favor of the motion with Councilmember Demeny and Councilmember Poinsette voting in favor and Councilmember Tipton voting against. Mayor Ed Hatley expressed his affirmative vote in favor of the motion for the record.

City Manager Ritchie Haynes updated members on some of the future plans regarding ordering permanent signage for the district, as well as possibly using sidewalk stenciling and additional trash containers if needed. He gave an update on the status of the designated cups noting that vendors will be responsible for ordering their own replacements cups going forward.

CONSIDERATION OF REQUEST FROM LINCOLN LANDMARKS

City Manager Ritchie Haynes presented a request from Ms. Beth Yarbrough with Lincoln Landmark regarding a funding request in the amount of \$2,000.00. Mr.

REGULAR MEETING – November 7, 2024

Haynes reminded Council that Ms. Yarabrough did not have a need at the time the requests were to be submitted, but she did ask for permission to be able to request funds if a need arose for the building or the grounds during the fiscal year. He explained that due to issues they are currently having with the grounds, they would like to install an irrigation system which will help preserve this historic landmark. The \$2,000.00 request will be used to pay for the water tap they are needing for the irrigation system.

Councilmember Jill Tipton made a motion to approve the request from Lincoln Landmark. Members voted 3-0 in favor of the motion.

RE-ORGANIZATION – COMMITTEE/ COUNCIL/CHAIRPERSONS

Mayor Ed Hatley reminded members of the re-organization that will take place during next month's Special Meeting. He encouraged them contact him regarding any committee they are interested in serving on. He stated that they will also need to elect Mayor Pro-Tem.

MANAGER'S ACTIVITY REPORT/UPDATE

City Manager Ritchie provided members with information to review. He noted several dates for them to be aware of which include the Veterans Day holiday as well as the Thanksgiving holiday and the Christmas Parade and Tree Lighting taking place on December 1st. Mr. Haynes concluded with several employee acknowledgments, accomplishments, certifications and awards. He also recognized those that have participated in cleanup in the mountains and those who donated to the Lake Lure Charter School.

Mr. Haynes publicly thank everyone who volunteered to help our neighbors and all those that participated with the Apple Festival event. He also spoke to the veteran banners and thanked all those that make that happen each year. The monthly homeless report was mentioned and an undated housing report. Mr. Haynes briefly spoke to the Placer AI that was used to track individuals in our downtown during events.

Mr. Haynes proposed that the 2025 Budget Retreat be held on April 11th. He asked members to check their calendars to confirm. He concluded with a reminder about the Special Meeting on Wednesday, November 13th. There was some discussion generated regarding the Christmas lights and Santa's Village.

NEWS MEDIA

Staff reporter Mike Powell asked for clarification on a several things discussed. He also had a question regarding the grant awarded to the police department.

CLOSED SESSION

Councilmember Jill Tipton made a motion to go into closed session. Members voted 3-0 in favor of the motion.

ADJOURNMENT

Councilmember Kevin Demeny made motion to adjourn. Members voted 2-0 in favor of the motion.

**DAPHNE INGRAM, CMC
CITY CLERK**

**ED HATLEY
MAYOR**

SWEARING IN / ORGANIZATIONAL MEETING - December 5, 2025

The Mayor and City Council met for the organizational meeting on Thursday, December 5, 2024 at 6:30 p.m. in Council Chambers at City Hall located at 114 W. Sycamore Street, Lincolnton, NC.

Mayor Ed Hatley called the meeting to order asking all in attendance to raise for a moment of silence, after which he led the Pledge of Allegiance. The following Council Members were in attendance:

DEMENY

TIPTON

JETTON

Changing the order of the items on the agenda, Mayor Hatley began the meeting announcing the Mayor's Appointments as follows:

ABC Board – (1) appointment **Councilmember Demeny**

Lincolnton Housing Authority – (1) appointment – **Councilmember Tipton**

Centralina Council of Governments (COG) – (2) appointments

Delegate to the Executive Committee – **Mayor Hatley**

Historic Properties Commission – (1) appointment **Councilmember Johnson**

Lincolnton-Lincoln County Airport Authority – (1) appointment
Councilmember Johnson

Library Board – (1) appointment **Councilmember Tipton**

Lincoln Cultural Center – (1) appointment **Councilmember Jetton**

Recreation Commission – (1) appointment **Councilmember Jetton**

N.C. Municipal Power Agency (NCMPA1) – (3) appointments
(1) One Delegate – **City Manager Richard Haynes**
(2) Two Alternate Delegates **Mayor Hatley**
Business Services Director - David Ramsey

DDA Appointment – (1) appointment **Councilmember Demeny**

LEDA (Lincoln Economic Development Association)

(1) Appointment Mayor Hatley
Ex-Officio – City Manager Ritchie Haynes

Chamber of Commerce Board of Directors –(1) appointment Mayor Hatley

Ex-Officio – City Manager Ritchie Haynes

Transportation Advisory Committee – (1) appointment Councilmember Demeny

Nominations for and Election of Mayor Pro Tempore

Mayor Ed Hatley opened the floor for nominations for Mayor Pro Tempore. Councilmember Jill Tipton nominated Councilmember Kevin Demeny to serve as Mayor Pro Tem. Councilmember Roby Jetton made a motion to close the nominations. Members voted 3-0 in favor of the motion. There being no other nominations, Mayor Hatley announced that Councilmember Demeny to serve as Mayor Pro-Tempore.

Appointment of City Attorney

Mayor Ed Hatley opened the floor for nominations for the city attorney appointment. Councilmember Demeny nominated Mr. John Friguglietti to continue as the City Attorney for the Lincoln City Council. With no other nominations, Councilmember Roby Jetton made a motion to close the nominations. Members voted 3-0 in favor of the motion. Mayor Hatley announced the appointment of Mr. John Friguglietti as the City Attorney for another term.

Parliamentary Procedures

Councilmember Jill Tipton made a motion to adopt Robert's Rules of Order (abbreviated version) rules of procedure to use for monthly city council meetings. Members voted 3-0 in favor of the motion.

Councilmember Kevin Demeny made the motion to adopt the Calendar of Regular meetings of the Lincoln City Council as submitted. Members voted 3-0 in favor of the motion.

OATH OF OFFICE TO NEWLY ELECTED OFFICIALS:

Mayor Ed Hatley administered the Oath of Office to Councilmember Roby Jetton. Councilmember Jetton represents Ward IV. *Note: Councilmember Jetton ran unopposed in the general election.*

Outgoing Councilmember Christine Poinsette joined the meeting at 6:48 p.m.

Mayor Ed Hatley asked Mr. Mark Johnson to come forward. Mayor Hatley administered the Oath of Office as his wife held the bible. Mr. Johnson ran unopposed in the general election to secure the Ward II seat, as Councilmember Christine Poinsette did not seek re-election.

PRESENTATIONS TO OUTGOING ELECTED OFFICIALS:

After the oaths of office were administered to the elected officials, Mayor Ed Hatley gave special recognition to Christine Poinsette for her dedicated service to the City. He spoke to the “bittersweetness” of the moment, expressing his joy and sadness caused by the changing board members. Mayor Hatley presented Mrs. Poinsette with a plaque of appreciation on behalf of City Council and the City of Lincolnton, as well as a and a special ordered Boston Rocker.

Mrs. Poinsette took the opportunity to express her thanks and gratitude to the citizens of Lincolnton for the opportunity to serve stating that it was a wonderful privilege.

Having no other business for the Organizational Meeting of the Lincolnton City Council, Mayor Hatley called for a motion to **Recess until 7:00 p.m.**

Councilmember Johnson made the motion to take a recess until 7:00 p.m. Members voted 4-0 in favor of the motion.

DAPHNE INGRAM, CMC
CITY CLERK

ED HATLEY
MAYOR

REGULAR MEETING - DECEMBER 5, 2024

Mayor Hatley reconvened, beginning the regular meeting of the Lincolnton City Council at 7:00 p.m. in the Council Chambers of City Hall located at 114 W. Sycamore Street, Lincolnton North Carolina. Council Members were in attendance as follows:

DEMENY

JOHNSON

TIPTON

JETTON

Councilmember Tipton made a motion to approve the *REGULAR AGENDA* as presented. Members voted 4-0 in favor of the motion.

Councilmember Demeny made a motion to approve the *CONSENT AGENDA* items as follows:

- Approval of Minutes from October 30, 2024 Special Called meeting
- Lincoln County Tax Department – request for Releases October 16, 2024 – November 15, 2024
- Retirement Recognition – Lee R. Hansen

PUBLIC COMMENT

Mayor Ed Hatley opened up the public comment portion of the meeting. Mr. Trent Mason, 207 Mockingbird Land, along with his daughters, signed up to address the council and express their thanks and appreciation for the train and wonderful Christmas parade, holiday festivities and events happening in downtown Lincolnton.

PUBLIC HEARING:

ZTA-6-2024

Zoning Text Amendments to Chapter 153 Unified Development Ordinance

Jean Derby, Planning Director, addressed the council to request several minor but very important and necessary amendments to the Unified Development Ordinance (UDO). Ms. Derby briefly explained what needed to be amended and why, stating that in Section 153.031 Definitions of Specific Terms and Words, a definition for indoor Recreation needed to be added to meet the increasing demand for diverse entertainment businesses in the downtown area. She also asked to modify the term Recreation facilities to, outdoor recreation to make it more consistent. Ms. Derby proposed an amendment to Section 153.113 C-B Central Business District, adding indoor recreation and outdoor recreation to the permitted uses in the Central Business District with some prescribed standards to each, and Section 153.105 R-25 Rural Residential District, adding Essential Services Class II and Class III back into R-25, as they were omitted during the 160D rewrite but are vital for everyday living needs.

Ms. Derby read the proposed Consistency and Reasonableness statement as follows:

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.

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

Councilmember Tipton made a motion to approve the zoning text amendments as presented. Members voted 4-0 in favor of the motion.

REGULAR AGENDA:

Police Department Accreditation Presentation by a State Representative

Chief of Police Brian Greene and the members of his command staff consisting of Major McAlister, Capt. Dennis Harris, Capt. Tony Potts and Capt. Matt Painter, were formally recognized and presented with the newly obtained accreditation certificate. Jennifer Harris, the departments part-time mentor provided by the state, who assisted the department through the accreditation process, was also in attendance and recognized for her part in helping to accelerate the process by keeping the department on track. The North Carolina Law Enforcement accreditation chairman, Mr. Bill Hollinshead, presented the Accreditation on behalf of the Criminal Justice Education and Training Standards Commission. Mr. Hollinshead explained that the Lincolnton Police Department is one of the first agencies accredited under the newly created statewide law enforcement accreditation program for our state.

Chief Greene and his staff presented Jennifer Harris with a token of appreciation for all of the hard work she contributed as they went through the process.

Request for Approval to Submit State Grant Application **Byrne-JAG/Criminal Justice Grant** **Community Mental Health Initiative - \$75,000 for 2 years**

Chief of Police Brian Greene addressed Councilmembers to request permission to submit an application for grant funding, through the state of North Carolina, with the goal being to use the funds to hire a fulltime alternative responder, to focus on the non-police related calls. Chief Greene explained the purpose of the position and the benefit it will be to the department. He informed members that the grant is for \$75,000.00 a year for two years for a total of \$150,000.00 with no matching funds required. Chief Green spoke to the intern that is currently working with the department and how this grant will allow someone to fill this role on a long-term basis.

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

State and Local Cybersecurity Grant Program (SLCGP)

Technology and Innovation Director Chris Jones addressed the council members regarding the status of a grant applied for several months ago. Mr. Jones reported that a \$110,000.00 reimbursement grant was awarded to the City from the North Carolina Emergency Management. He stated that the cyber security plan that was approved last year by council, was the framework for getting the grant accepted. City Manager Ritchie Haynes recognized and acknowledged Mr. Jones for all of the work he does as a one-person department, publicly thanking him for everything he does.

Consideration of Request to Approve the North Carolina Water and Wastewater Agency Response Network Mutual Aid and Assistance Agreement for Water and Wastewater Utilities

Mr. Todd Elmore, Water Resources Director, presented a request, asking Council to consider allowing the City to join the North Carolina Water WARN. Mr. Elmore explained that it is a water and wastewater agency response network for mutual aid. He described it was similar to Electricities. Mr. Elmore communicated the significance of being a member of the network and informed that it was recommended by North Carolina Rural Water that the City join the network. He briefly explained the requirements for joining and that you have the ability to opt out at any time.

Councilmember Mark Johnson made a motion to approve the request to join the Mutual Aid Organization. Members voted 4-0 in favor of the motion.

APPOINTMENTS

Re-Appointments:

Mayor Ed Hatley gave an overview of terms of the City's boards and commissions. The following members were eligible to serve a second three-year term:

Recreation Advisory Board

John Gregory
Candace Fleming

Planning Board

Monty Tyson

Councilmember Kevin Demeny made a motion to approve the re-appointment of the aforementioned individuals for a second three year term. Members voted 4-0 in favor of the motion.

Mayor Hatley also asked for a nomination to fill the role of Chair on the ABC Board and the Lincolnton Tourism Development Authority. He recommended Mr. Leon Harmon for the ABC Board and Randall Williams for the Lincolnton Tourism Development Authority.

Councilmember Jetton made a motion to appoint the aforementioned individuals as the Chairperson for their respective boards. Members voted 4-0 in favor of the motion.

New Appointments

Based on applications received for vacancies on the various Boards and Commissions, Mayor Hatley opened for floor for nominations.

ABC Board (1 vacancy) Councilmember Roby Jetton recommended Allison Thompson to be appointed to the ABC Board. Members voted 4-0 in favor of the motion.

Recreation Advisory Commission No applications were received

Historic Properties No application were received

Lincolnton Tourism Development Authority (3 vacancy) Councilmember Jill Tipton nominated Ms. Courtney Browing to be appointed to the LTDA as a representative from the hospitality industry. Members voted 4-0 in favor of that motion.

Due to the possibility of the oversight of an application that was submitted, City Clerk Daphne Ingram recommended that only the hospitality appointment be made at this time, with the two other appointments being made at the January meeting.

Lincolnton Planning Board (1 vacancy) Councilmember Kevin Demeny nominated Mr. Lee Huss to fill the vacancy on the Planning Board. Members voted 4-0 in favor of the motion.

Consideration of Shared Services Contract between City of Lincolnton and Lincoln County

City Manager Ritchie Haynes explained that the proposed contract was presented and approved by Council last month but, at the request of Lincoln County, has been changed from a multi-year contract to a yearly contract. Mr. Haynes asked council to approve the amended contract as requested by Lincoln County.

Councilmember Tipton made a motion to approve the amended shared services contract. Members voted 4-0 in favor of the motion.

Payment of DDA for Apple Drop Event/Supplies

City Manager Ritchie Haynes reminded council members of the fact that in the past, the Apple Drop was a City event, but is now organized to the Downtown Development Association (DDA). Because of this, he explained that it is better to transfer the funds allocated for the event to the DDA and allow that organization to make the purchases. Mr. Haynes asked the council for permission to transfer \$5,000.00 to the Downtown Development Association. He stated that next year the funds will be in a line item in the General Fund. Mr. Haynes spoke to the success of the event and to the benefit of sponsoring over the past several years.

Councilmember Demeny made a motion to approve the payment to DDA for the Apple Drop. Members voted 4-0 in favor of the motion.

Manager Report/Activity Update

City Manager Ritchie Haynes reported on the many dates and activities scheduled for the month of December. He reminded members of the Candy Land Christmas Nights, Carriage rides, Santa Village and the new Lincolnnton Express Train that will be in operation. He mentioned first Friday recycling and the Employee Christmas luncheon. He also mentioned the Holiday Tour of Homes scheduled for December 13th that coordinated by Jill Eaddy and the Speak Up for Children organization. Mr. Haynes informed that city offices closed in observance of the Christmas holiday on December 24th, 25th and 26th. The Apple drop event is scheduled for New Year's Eve from 5:00 p.m to 8:00 p.m. Mr. Haynes noted that The City Page newsletter was included in the packets and work that city employees were apart of in Old Fort. He also spoke to the Thanksgiving meals sponsored by city hall employees for families in the Lake Lure area. Finance Director Pam McBryde and the finance department was acknowledged for their work with FEMA. He mentioned the Christmas parade and acknowledged everyone that played a part in making it happen. He thanked the Fire Department naming them the train "crew chief", public works employees for putting up the decoration in First Federal Park and the Electric Department for the downtown decorations and for the major damage they repaired caused by a delivery truck over the Thanksgiving Holiday.

In closing, Mr. Haynes mentioned two retirements, Mr. Lee Hansen and Ms. Laura Morris, and a number of promotions within several city departments. He noted the homeless report, the action sheet and the housing report, all provided in the packets.

NEWS MEDIA:

Mayor Ed Hatley opened the floor for questions from the new media. Both Mayor Hatley and Planning Director Jean Derby addressed the question from staff reporter Mike Powell regarding a Target coming to Lincolnnton.

CLOSED SESSION:

Councilmember Jill Tipton made a motion to enter into closed session in accordance with G.S. 143-318.11 (a)(5)(6) regarding personnel and real estate.

ADJOURNMENT:

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

**DAPHNE INGRAM, CMC
CITY CLERK**

**ED HATLEY
MAYOR**



Daphne Ingram <dingram@lincolntonnc.org>

Online Form Submittal: Boards and Commissions Application

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

Sun, Oct 13, 2024 at 10:49 PM

Boards and Commissions Application

Application for Boards/Commissions/Committees

Please complete each section

First Name	Taylor
Last Name	Eaddy
Date of Birth	6/5/1981
Home Street Address	222 E Carter St
Home City	Lincolnton
Home Zip Code	28092
Home Phone	<i>Field not completed.</i>
Cell Phone	919-360-1552
Email Address	taylorready@gmail.com
Board/Commission/Committee Applying For:	Lincolnton Tourism Development Authority
Why are you interested in serving on this Board/Commission/Committee?	As a lifelong resident of Lincolnton, I understand its unique charm while also seeing its potential. I am passionate about helping it grow in a way that preserves its character while attracting new visitors. Serving on the LTDA would allow me to actively support the community I deeply care for by promoting events and initiatives that highlight our town's strengths. I firmly believe that promoting our local businesses and rich history is essential for fostering sustainable growth and building a vibrant local economy. My personal and professional experiences have equipped me with a unique lens that I believe will allow me to bring fresh ideas and a collaborative spirit to this board, helping to enhance our town's appeal. I'm excited about the opportunity to help make Lincolnton an even more dynamic destination for businesses and visitors alike.
Interest/Skills/Areas of Expertise/Professional	City related activities: Young Adult Steering Committee, Apple Drop, Downtown Meetup

Organization/Activities

Volunteer activities/organizations: Apple Festival, Alive After Five, Food Wine and Beer Fest, Speak Up for Children

Skills/Areas of expertise: High level organizational skills, building relationships, streamlining processes and procedures

Professional Organizations: ASHA, NCSHLA

Current Employer

Atrium Health at Home

Years in current position

1

Job Title

Clinical Operations Manager

Employer Phone Number

704-487-5225

Duties

- Hiring, orientation and training/supervision of clinical team
- Oversees clinical documentation process for electronic medical record standardization and procedure implementation
- Oversees supervision and regulatory compliance for field clinicians
- Analyzes data to identify trends or barriers to the branch's financial and operational success and develop, implement, and maintain processes and procedures based on this data to meet quality and service goals

Other employment history

Atrium Health at Home- Speech Language Pathologist: 5 years

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

Council Ward No.

Ward 3

Gender

Female

Ethnic Origin

White

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

Young Adult Steering Committee

Affirmation of Eligibility:

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

Yes or No

No

If yes, please explain
disposition

Field not completed.

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

Yes or No

No

If yes, please explain

Field not completed.

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

Signature

L. Taylor Eaddy

Date

10/13/2024

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



Daphne Ingram <dingram@lincolntonnc.org>

Online Form Submittal: Boards and Commissions Application

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

Wed, Nov 13, 2024 at 5:56 PM

Boards and Commissions Application

Application for Boards/Commissions/Committees

Please complete each section

First Name	Tom
Last Name	Flohr
Date of Birth	3/27/1957
Home Street Address	415 E Sumner St
Home City	Lincolnton
Home Zip Code	28092
Home Phone	<i>Field not completed.</i>
Cell Phone	7049687143
Email Address	tridenttrikes@gmail.com
Board/Commission/Committee Applying For:	Lincolnton Tourism Development Authority
Why are you interested in serving on this Board/Commission/Committee?	Building an Air BNB and just interested in general in the progress of the city
Interest/Skills/Areas of Expertise/Professional Organization/Activities	Have been previously involved in many city events- also ran for City Council a few years ago
Current Employer	Trident Trikes
Years in current position	17
Job Title	Owner
Employer Phone Number	704-240-3999
Duties	Everything

Other employment history *Field not completed.*

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

Council Ward No. Ward 3

Gender Male

Ethnic Origin White

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

Affirmation of Eligibility:

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

Yes or No No

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

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

Yes or No No

If yes, please explain *Field not completed.*

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

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

Signature

Tom Flohr

Date

11/13/24

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

PERIOD COVERED

November 16, 2024 through December 15, 2024

CITY RELEASES \$100 AND OVER

<u>NAME</u>	<u>YEAR</u>	<u>DIST</u>	<u>A/C NO</u>	<u>AMOUNT</u>	<u>REASON</u>
McCord, Angela	2024	22	0306441	\$442.06	Registered out of state
McGovern, Christine	2024	22	0307048	\$329.89	Registered out of state

SUBMITTED BY:



SUSAN SAIN , TAX ADMINISTRATOR

DATE: 12-17-24

APPROVED BY:

RICHARD HAYNES , CITY MANAGER

DATE: _____

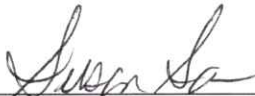
PERIOD COVERED

November 16, 2024 through December 15, 2024

CITY RELEASES LESS THAN \$100

NAME	YEAR	DIST	A/C NO	AMOUNT	REASON
Claffee, Olivia	2024	22	0301841	\$61.35	Registered out of state

SUBMITTED BY:



SUSAN SAIN , TAX ADMINISTRATOR

DATE: 12-17-24

APPROVED BY:

RICHARD HAYNES , CITY MANAGER

DATE: _____

*City of Lincolnton
In Appreciation of*

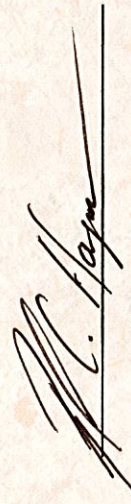
Laura K. Morris

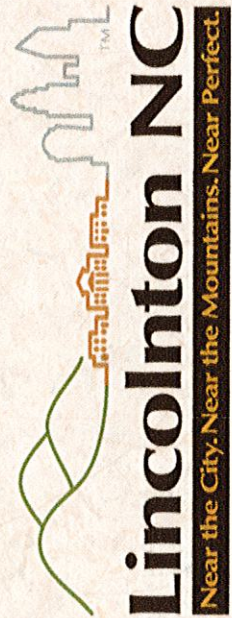
*Upon Her Retirement On
January 01, 2025*

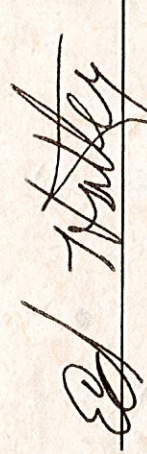
*The City of Lincolnton recognizes the employees of the City are its
greatest strength, and honors their dedication and contributions to the
City and its citizens.*

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

7 Years of Service for the Citizens of Lincolnton


City Manager




Mayor

*City of Lincolnnton
In Appreciation of*

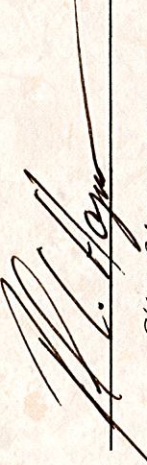
Joseph A. Metts

*Upon His Retirement On
February 01, 2025*

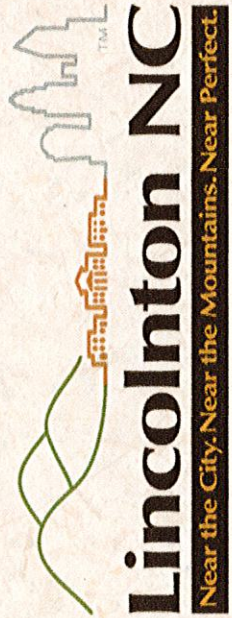
*The City of Lincolnnton recognizes the employees of the City are its
greatest strength, and honors their dedication and contributions to the
City and its citizens.*

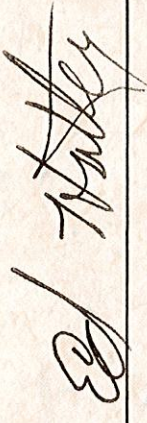
*May you be proud of the work you have done, the person you are, and
the difference you have made.*

47 Years of Service for the Citizens of Lincolnnton



City Manager





Mayor



Lincolnton NC

Near the City. Near the Mountains. Near Perfect.

Public Hearing Staff Analysis

ZMA-3-2024

N. Aspen Blvd., PID 83196







§ 153.315 AMENDMENTS TO TEXT AND MAP.

Except for conditional rezonings, neither the Planning Board nor the City Council shall evaluate a rezoning petition based on any specific proposal for the use or development of the property. The petitioner shall refrain from using any graphic materials or descriptions before either body except for those that would apply to any use permitted in the requested zoning district.

§ 153.108 R-8 SINGLE AND TWO-FAMILY MEDIUM DENSITY RESIDENTIAL DISTRICT.

(A) Permitted uses. The following uses are permitted by right. The following uses are allowed upon the issuance of a zoning permit by the Zoning Administrator in accordance with §§ 153.255 through 153.256.

- (1) Single-family dwellings;
- (2) Two-family dwellings;
- (3) Day care centers, small group;
- (4) Customary home occupations in accordance with § 153.045 of this chapter;
- (5) Family care homes;
- (6) Essential services, Class I and II;
- (7) Accessory structures in accordance with § 153.057 of this chapter;
- (8) Signs in accordance with §§ 153.160 through 153.172 of this chapter;
- (9) Off-street parking in accordance with §§ 153.185 through 153.188 of this chapter;
- (10) Publicly owned and operated outdoor recreation facility one acre or less in size and not containing a swimming pool.

LAND USE PLAN COMPLIANCE

The land use plan shows the property in the **Mixed Use Residential/Commercial** Planning Area.

These are planning areas in select, older portions of the City where true "urban villages" consisting of high-density residential uses (both single- and multi-family) and associated small-scale and pedestrian-oriented offices and retail uses may be located. The thrust behind these planning areas is to create areas in which persons are able to both live, work and shop. They are designed to emulate development patterns from the early and mid portions of the twentieth century when reliance on the automobile was not paramount. In order for such a concept to be feasible, an area of significant size must be so designated thus ensuring that there will be ample room for the variety of uses needed to create a "village."

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

Land Use Code and Description

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

STAFF COMMENTS

Planning – If the rezoning is approved, a zoning permit from the City of Lincolnton and a building permit from Lincoln County will need to be obtained.

City Water/Sewer - Sewer connection will need to be made in the rear of the property. Water connection in the front.

NCDOT - Use the existing curb cut for the driveway. For the installation of the water tap, you will need an encroachment agreement.

Lincoln County Erosion Control – Will need a single lot permit.

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

Case No. ZMA-3-2024
Applicant: Matt Johnson
Parcel ID#: 83196
Location: N. Aspen Street
Request: Rezone from GB and R-8

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

CONSISTENT:

- This Planning area is designed for true high-density residential uses, associated small-scale, pedestrian-oriented offices and retail uses.

REASONABLE:

- Because it develops underutilized vacant land; rezoning to R8 follows the intent of this planning area.

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

Case No. ZMA-3-2024
Applicant: Matt Johnson
Parcel ID#: 83196
Location: N. Aspen Street

Request: Rezone from GB and R-8

The Lincolnton Land Use Plan designates this property as part of the Mixed Use Residential/Commercial Planning Area. The proposed rezoning request **is consistent** with the Lincolnton Land Use Plan. However, a commercial use would be more desirable in the area and therefore, **denial of the proposed amendment is reasonable and in the public interest.**

Planning Board Vote:

Unanimously in favor of approval

Planning Board recommend the following actions:

1. Recommend approval of rezoning of the property from General Business to Residential 8
2. Approve the statement of consistency for approval of the rezoning request



Lincolnton NC

Near the City. Near the Mountains. Near Perfect.

Public Hearing Staff Analysis

CZ-6-2024

319 N. Generals Blvd.



Zoning

Existing: General Manufacturing and Commercial (GMC)

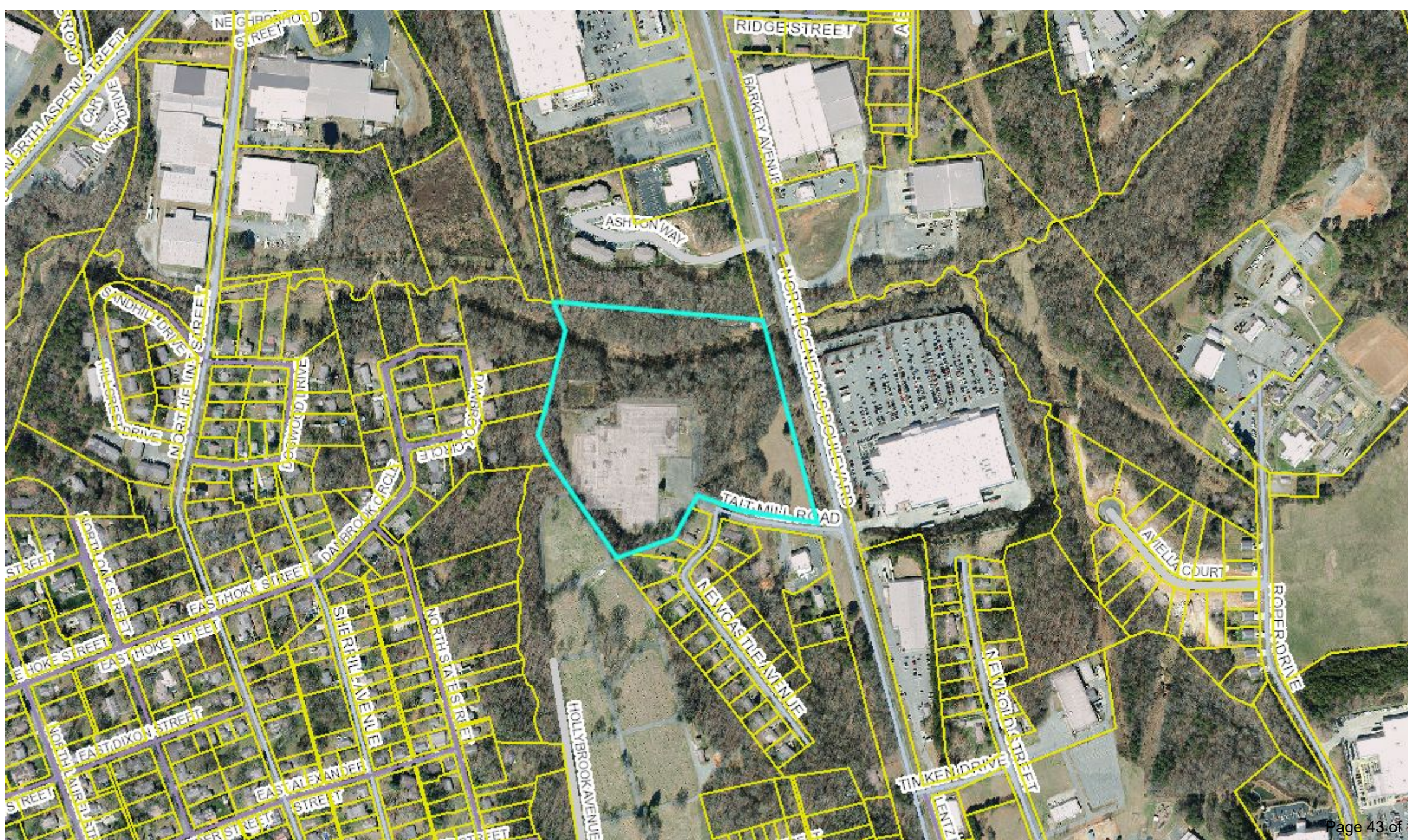
Proposed: Commercial Center (CC)

Current Use

Vacant lot, previously Textile Piece Dyeing Company

Proposed Use:

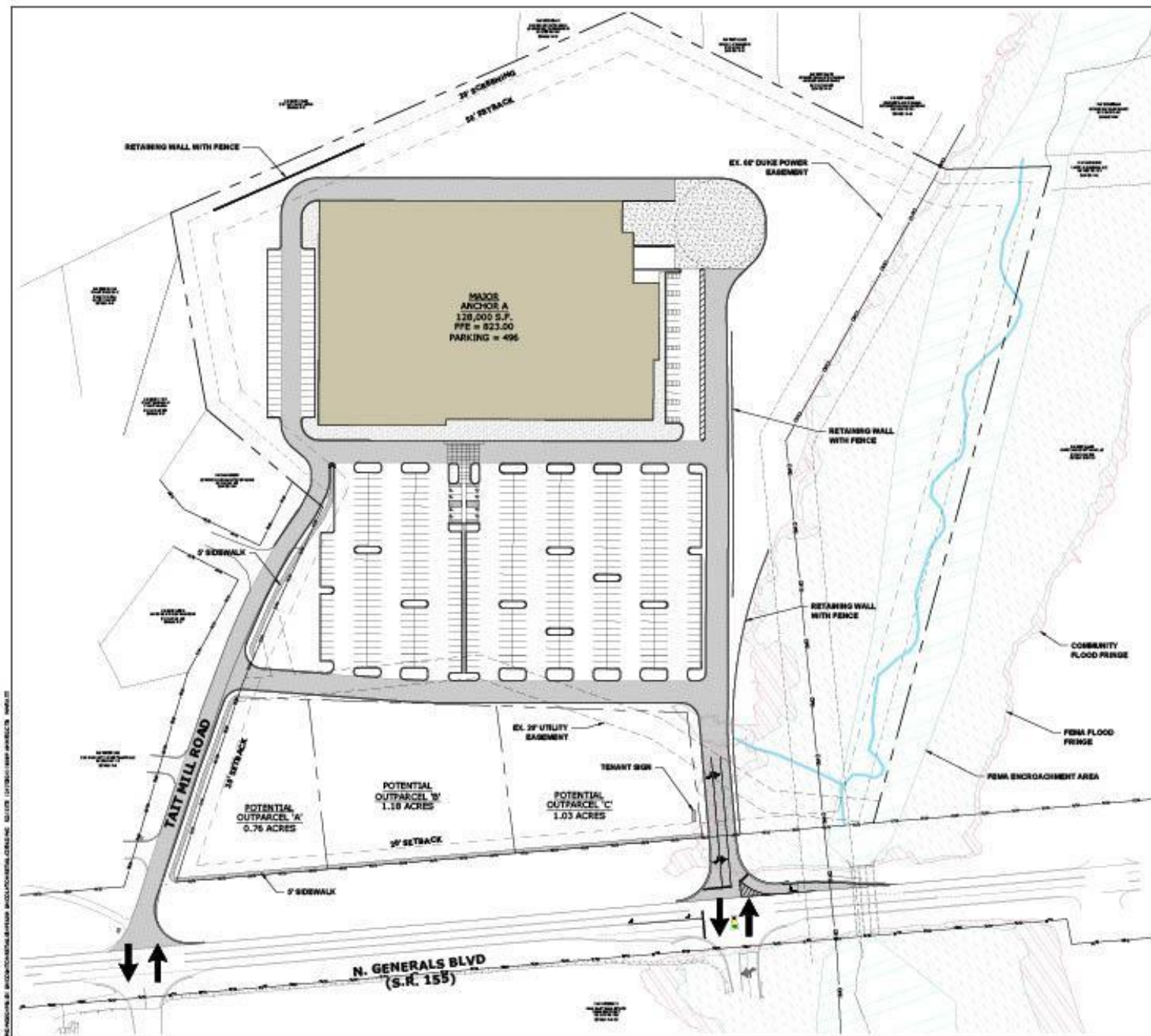
Large retail store with up to three outparcels.











BURTON
ENGINEERING

5953 FAIRVIEW RD STE 100
CHARLOTTE NC 28210
(7) 704.552.0081
www.fairview.org
FIRM NC-1157

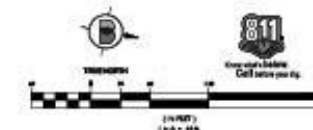
PROJECT SUMMARY

PROJECT NAME: LINCOLN HIGHL
SECTING ZONING: RMC
PROPOSED ZONING: CC
APPROVED PETITIONER:
TAXPAYER ID: 000001004
DEED BOOK PAGE: 005197
TRACT ADDRESS: 2310 S GERRARD AVE
JURISDICTION: LINCOLN CO
WATERHED DISTRICT: COTABWA
FILE INFORMATION:
MAP NO: 27 F000343 **MAP DATE:** 03/08
FLOOD ZONE: A
LOT AREA: 4.22 ACRES
TRACT REQUIREMENTS:
FRONT SETBACK: 80'
FRONT YARD: 80'
REAR YARD: 80'
SLURF REQUIREMENTS:
FRONT SLURF YARD: 30'
SIDE SLURF YARD: 30'
REAR SLURF YARD: 30'

PROJECT CONTACT INFORMATION

ENGINEER: Carlson Engineering Associates Carlton E. Burton, PE 10000 Highway 100, Suite 100 Charlotte, NC 28210 P: (704) 551-8891 clburton@carlsonengineering.com	DEVELOPER: Target Kevin Hightower 11000 Highway 100, Suite 100 Charlotte, NC 28210 P: (704) 761-9870 kevin.hightower@target.com
PROPERTY OWNER: Truist Home Services Company C/O The Rhyolite PO Box 320 Lenoir, NC 28640	

DRAWING INFORMATION



LINCOLN TON RETAIL

119 N. GENERALS BLVD. LINCOLTON, NORTH CAROLINA

REZONING PLAN

CTB
CTB
LWVW
MAY 10 2006

PROJECT NUMBER:
034.956.001

RZ-1
Page 1 of 3



PLANT KEY

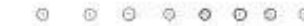
LARGE TREES



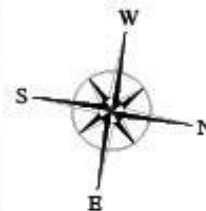
SMALL TREES



SHRUBS



BUFFERS SHOWN ARE TYPICAL 100' BUFFER SECTIONS IF THE BUFFER NEEDS TO BE PLANTED. EXISTING VEGETATION WILL BE USED PARTIALLY, OR IN FULL (WHERE APPLICABLE) TO MEET BUFFER REQUIREMENTS.



TMTLA ASSOCIATES

LANDSCAPE ARCHITECTURE & LAND PLANNING

3611 SOUTH MAIN ST., SUITE 200, DALLAS, TX 75210
P: (972) 444-8880 E: info@tmtla.com



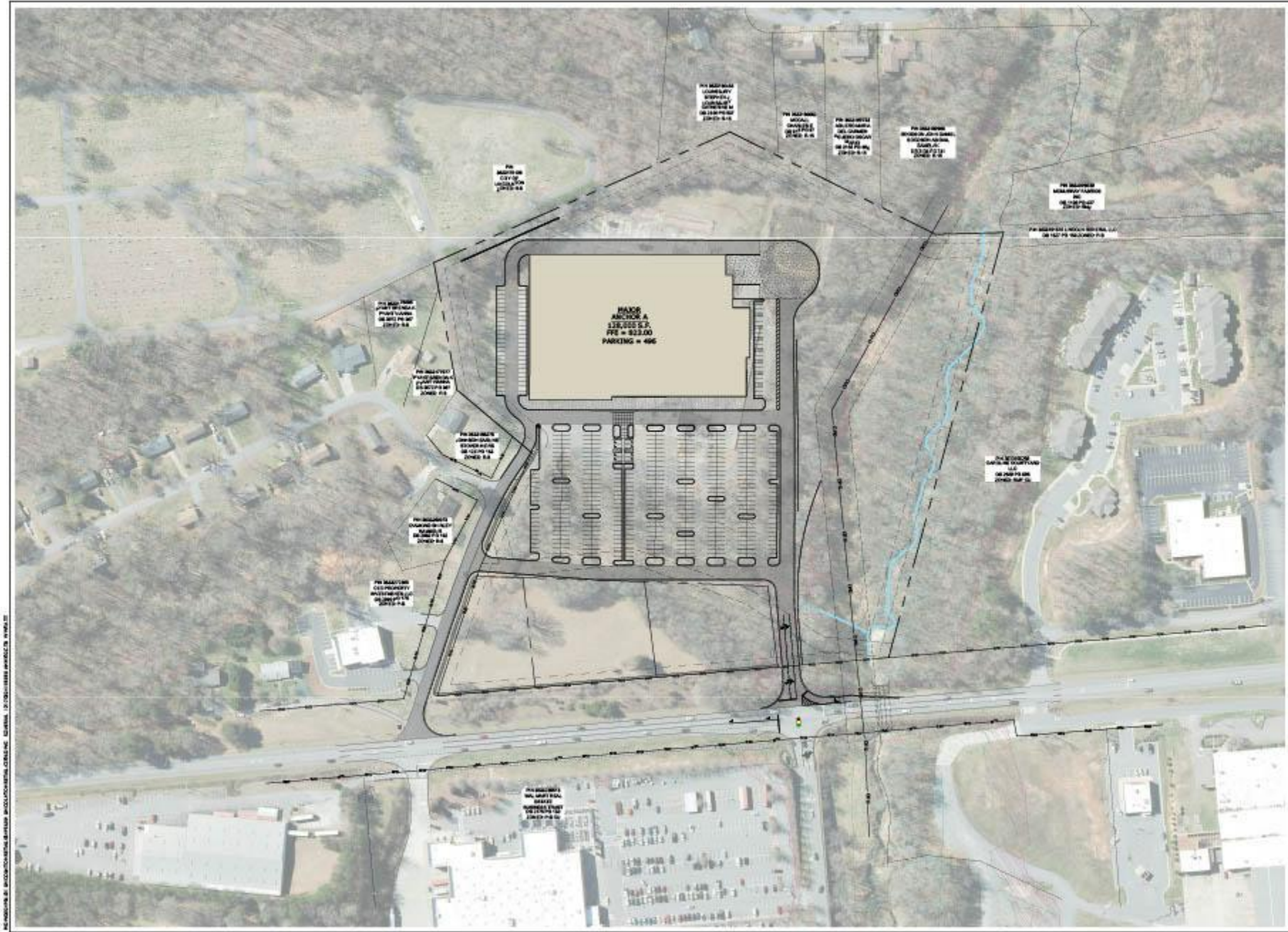
PRELIMINARY
NOT FOR
CONSTRUCTION

REVISIONS:

LANDSCAPE PLAN - CONCEPT
UNCLINTON RETAIL
N GENERAL RD
UNCLINTON, TX 75202

SCALE:
AS NOTED
DRAWN BY:
ME
PROJECT #
24136
DATE:
11/06/2024

RZ-2
Sheet 2 of 3





BURTON
ENGINEERING

5903 FAIRVIEW RD STE 100
CHARLOTTE, NC 28218
(770) 553-0881
www.burtoneng.com
R004 NC-1157

LINCOLNTON RETAIL

319 N GENERALS BLVD, LINCOLNTON, NORTH CAROLINA

REZONING AERIAL

DATE: 01/15/2024

BY: [Signature]

CHECKED: [Signature]

PROJECT NUMBER: 024.956.001

RZ

Sheet 1 of 1

PHASE A 132,000 S.F. PFE = \$23.00 PARKING = 496

PHASE B 100,000 S.F. PFE = \$23.00 PARKING = 400

PHASE C 100,000 S.F. PFE = \$23.00 PARKING = 400

PHASE D 100,000 S.F. PFE = \$23.00 PARKING = 400

PHASE E 100,000 S.F. PFE = \$23.00 PARKING = 400

PHASE F 100,000 S.F. PFE = \$23.00 PARKING = 400

PHASE G 100,000 S.F. PFE = \$23.00 PARKING = 400

PHASE H 100,000 S.F. PFE = \$23.00 PARKING = 400

PHASE I 100,000 S.F. PFE = \$23.00 PARKING = 400

PHASE J 100,000 S.F. PFE = \$23.00 PARKING = 400

PHASE K 100,000 S.F. PFE = \$23.00 PARKING = 400

PHASE L 100,000 S.F. PFE = \$23.00 PARKING = 400

PHASE M 100,000 S.F. PFE = \$23.00 PARKING = 400

PHASE N 100,000 S.F. PFE = \$23.00 PARKING = 400

PHASE O 100,000 S.F. PFE = \$23.00 PARKING = 400

PHASE P 100,000 S.F. PFE = \$23.00 PARKING = 400

PHASE Q 100,000 S.F. PFE = \$23.00 PARKING = 400

PHASE R 100,000 S.F. PFE = \$23.00 PARKING = 400

PHASE S 100,000 S.F. PFE = \$23.00 PARKING = 400

PHASE T 100,000 S.F. PFE = \$23.00 PARKING = 400

PHASE U 100,000 S.F. PFE = \$23.00 PARKING = 400

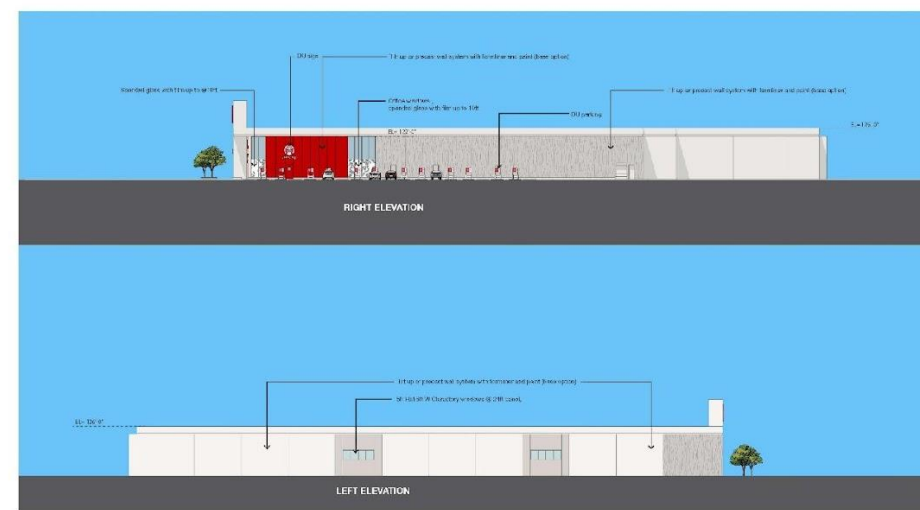
PHASE V 100,000 S.F. PFE = \$23.00 PARKING = 400

PHASE W 100,000 S.F. PFE = \$23.00 PARKING = 400

PHASE X 100,000 S.F. PFE = \$23.00 PARKING = 400

PHASE Y 100,000 S.F. PFE = \$23.00 PARKING = 400

PHASE Z 100,000 S.F. PFE = \$23.00 PARKING = 400

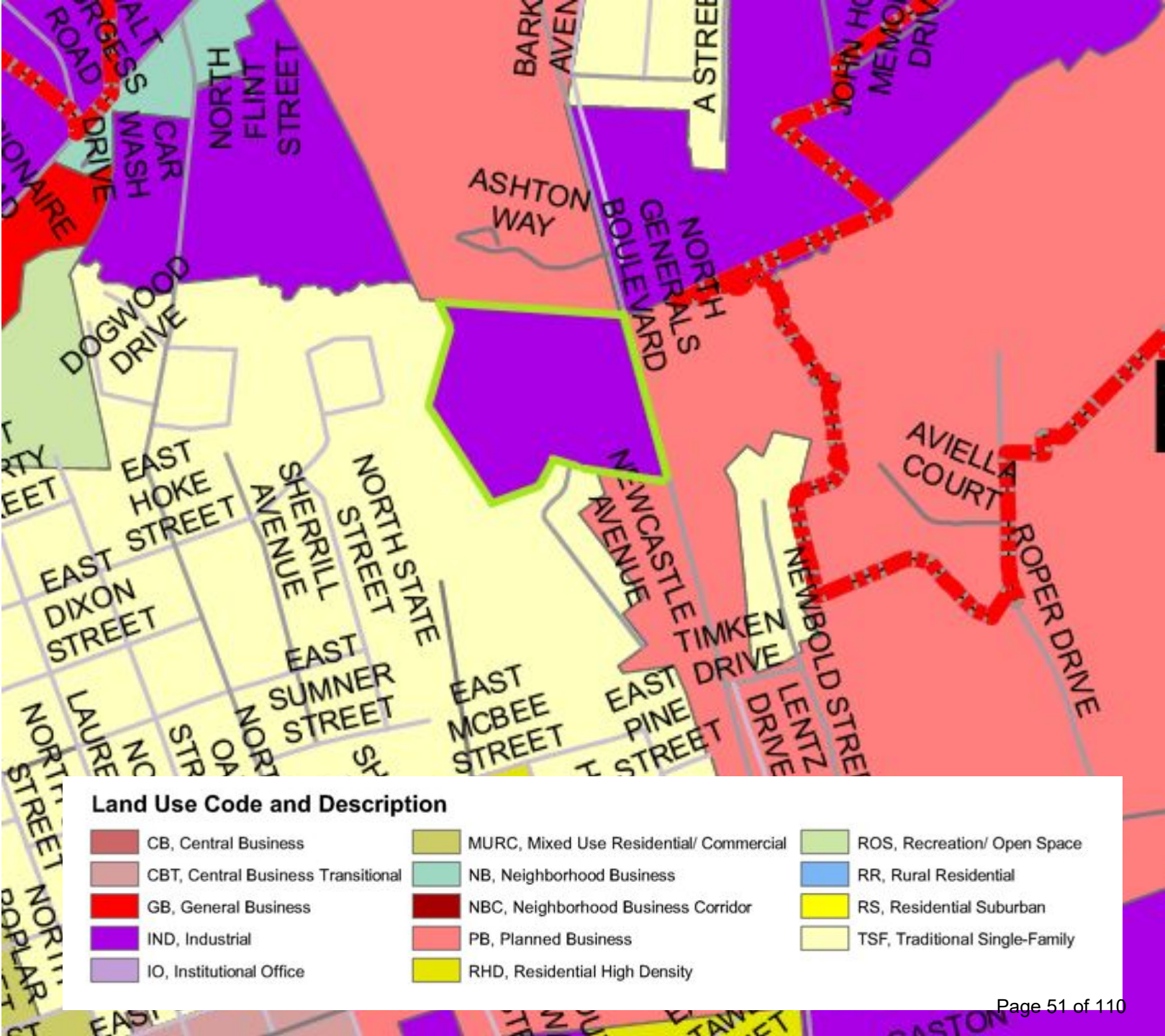


LAND USE PLAN COMPLIANCE

The land use plan shows the property in the **Industrial Planning Area**. These are areas in use or designated for future industrial/manufacturing use. Industrial park development is encouraged. Industrial developments located along or in close proximity to the City's major thoroughfares should be developed so as to protect and enhance the viewsheds from these thoroughfares.

While this was an Industrial use at the time the Land Use Map was created, this is no longer appropriate for this area. **Staff feels that the Planned Business area would be more suitable for this area and the Land Use Map should be amended.**

Planned Business The large majority of commercial uses (outside Downtown Lincolnton) are likely to occur in planned business areas. Planned business areas are designed to be the City's "destination shopping areas." They encompass most larger shopping centers and commercial areas along the City's major corridors. New developments are recommended to be compact in nature, with buildings oriented towards abutting public roads (as opposed to having large parking lots dominating the visual landscape from such roads) and with pedestrian accessibility both leading to and within the site being of high importance.



Conditions of Approval

City Planning:

1. If subdividing the outparcels, a survey completed by a NC Licensed Surveyor showing subdivided lots needs to be submitted for approval and record before construction.
2. A complete set of final civil drawings, including a detailed landscape, must be submitted. The drawings must also comply with any applicable federal and state requirements and any additional federal, state, county, and/or city policies and ordinances and be approved by all departments.
3. Building plans must be submitted and approved by Lincoln County Inspection prior to development.
4. Development on the site is to be consistent with the above site plan and architectural renderings. Must meet architectural requirements CC District.
5. Sidewalk access along North Generals(from Tait Mill to the main entrance intersection) and Tait Mill Road along with sidewalk access to each out parcel.
6. Any newly planted trees for landscaping or screening cannot be located under utility lines.
7. The ordinance requires 512 parking spaces, but the plan shows 496. The City will agree to 496 spaces; however, the plan will need to show the parking space dimensions meeting the ordinance requirements.
8. Sign to be located near main entrance must meet ordinance requirements.
9. Flood permits and stream buffer requirements will need to be met per the City ordinance.
10. Need Water Supply Watershed Calculations provided on the plan equal to less than 70%.

11. Parking Lot landscaping breakdown showing required landscaping including 50% interior requirements
12. The landscape plan shows the ordinance requirements for street trees; however, the screening requirements would need to be met in the portion across from any residential lots.
13. The location of dumpsters and HVAC/mechanical equipment needs to be shown on the plan, as well as the screening for those items.

NCDOT - Travis Jordan

11. Will need to meet any off site required by NCDOT. These improvements will be conditions of the NCDOT driveway permit and should be considered day one required improvements. Timeframe for signal design will be determined by NCDOT. Any required signals must be operating prior to store opening.
12. Sidewalk on N. Generals Blvd. would need to be located out of the NCDOT right of way.
13. Will need to apply for a Controlled Access break with the State.

Lincolnton Fire Department - Gary Stevenson

17. Submit a demolition/construction safety plan (if applicable) to the City of Lincolnton Fire Marshal's office in accordance with North Carolina State Fire Code chapter #3.
18. Meet the requirements of Appendix D of the North Carolina State Fire Code.
19. An approved water supply for fire protection shall be made available as soon as combustible materials arrive on the site. The water supply shall be approved by the City of Lincolnton Fire Marshal. Section # 3312 of the North Carolina State Fire Code.
20. Fire hydrants shall be installed in accordance with the City of Lincolnton ordinances. All fire hydrant locations shall be approved by the City of Lincolnton Fire Marshal. Section 104.1 of the North Carolina State Fire Code.

Lincoln County Erosion Control – Danielle Rudisill

21. Applicant will need to submit all 404, 401, and jurisdiction wetland determination permits/reports with the erosion control plan submittal. Approvals will not be given without them.
22. All slopes will be required to be benched according to the State's manual unless retaining walls are to be used.
23. All silt fences bordering water bodies will be required to be double-row high-hazard OR single-row super-silt fences using chain link fencing.
24. Any off-site work requiring land disturbance will need to be included in the plan set with erosion control measures shown for those areas. Also, all offsite landowners, if any, will need to provide permission letters to the developer for the pursuit of permits and authorizing the construction intended on their property.
25. The developer/engineer will need to submit the ORIGINAL wet signed copy of the FRO form at submittal.
26. NCDOT driveway and any encroachment permit approvals will need to be provided at the time of submittal.
27. Any land disturbance 20 acres or more will require that all erosion control basins be designed for a 25-year storm event rather than a 10-year.

City Public Works – Nathan Eurey

28. Upon completion of construction, the developer should resurface Tait Mill to mitigate any construction damage.
29. Access to outparcels will only be allowed from the access road on the Target property (this should also be notated on the final subdivision plat)
30. Sidewalk on Tait Mill should be located outside of the street right of way

City Water/Sewer - Todd Elmore

31. Will need to install an 8" line for fire protection with a ¾" - 1" leak detection meter.
32. Will need to install a 2" line for the water meter.
33. City will invoice for all connections and meters, due to size developer will install.

NOTE: The conditional zoning has an expiration date of 5 years from the date of approval. Any adjustments to the conditions of approval that do not affect the overall layout of the site plan and that are technical in nature, can be approved by the department making the comment/condition.

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

Case No. CZ-6-2024

Applicant: Target Corporation

Parcel ID#: 00396

Location: N. Generals Blvd at Tail Mill Road

Request: Rezone from GMC and CC

Proposed Consistency and Reasonableness Statement:

The Lincoln Land Use Plan designates this property as part of the Industrial Planning Area. The proposed rezoning request **is not consistent** with the Lincoln Land Use Plan but is consistent and reasonable in the following ways.

CONSISTENT:

- It expands commercial development along N. Generals Blvd

REASONABLE:

- Provides pedestrian access from commercial development to adjoining properties
- Developing underutilized vacant land
- Reuses an existing commercially zoned property

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

Case No. CZ-6-2024

Applicant: Target Corporation

Parcel ID#: 00396

Location: N. Generals Blvd at Tail Mill Road

Request: Rezone from GMC and CC

Proposed Consistency and Reasonableness Statement:

The Lincoln Land Use Plan designates this property as part of the Industrial Planning Area. The proposed rezoning request **is not consistent** with the Lincoln Land Use Plan. An industrial use would be more desirable in the area and therefore, **denial of the proposed amendment is reasonable and in the public interest.**

Planning Board Vote:

Unanimously in favor of approval

Planning Board recommend the following actions:

1. Recommend approval of rezoning of the property from GMC to CC
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 the Land Use Plan to show the property in the Planned Business Planning Area



LINCOLNTON
AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council
Date: January 9, 2025
From: Pamela McBryde, Finance Director
Subject: Request for amendment to be made to the Annual Budget Ordinance for the fiscal year ending June 30, 2025

Summary:

Approval of request for amendment to the General fund expenditures, General fund revenues, Powell Bill Fund expenditures, Powell Bill Fund revenues, Water & Sewer Fund expenditures, Water and Sewer Fund revenues. Electric Fund expenditures and Electric Fund revenues.

Background:

Requested amendment due to the following:

General Fund: NC Amateur Sports Grant for P&R, Housing Authority PILOT payment, County SRO Reimbursement, Misc Revenues for the Police; Fire; P&Z and Bus. Development departments, Interest income, Insurance/Repair Settlements from: (1) NCLM for vehicle damage (EE); (2) Property damage/Electric Poles, Student Advisory Council - combined accounts, & Federal Equity Interest income.

Powell Bill Fund: Record interest income earned

Water and Sewer Fund: WWTP Field Sampling charges, returned check fee, and Interest income earned.

Fiscal Impact:

See Attachment

Recommendation:

Staff Recommends Approval

Attachments:

1. BA-01-25

CITY COUNCIL

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

**CITY MANAGER**

Richard Haynes
rhaynes@lincolntonnc.org

CITY CLERK

Daphne Ingram
dingram@lincolntonnc.org

CITY ATTORNEY

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

BA-01-25

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

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

General Expense	\$	35,918
Police		43,864
Fire		5,000
Solid Waste		3,760
Planning/Zoning		5,171
Bus & Comm. Dev		630
Recreation		20,000
	\$	114,343

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

General: Prior Year Taxes	\$	76
General: Pilot-Housing Authority		16,213
SW: Rollout Fees		3,760
General: Grants - Other		20,000
PD: SRO Reimbursement		35,364
PD: Misc. Revenue		8,500
P&Z: Zoning Department Fees		5,171
FD: Misc. Revenue		5,000
BC&D: Event Fees		630
General: Interest		11,967
General: Insurance Settlement		3,931
General: Repair Settlement		1,318
General: S.A.C.-Special Projects		2,412
General: Federal Equitable Deposits		1
	\$	114,343

General Fund: NC Amateur Sports Grant for P&R, Housing Authority PILOT payment, County SRO Reimbursement, Misc Revenues for the Police; Fire; P&Z and Bus. Development departments, Interest income, Insurance/Repair Settlements from: (1) NCLM for vehicle damage (EE); (2) Property damage/Electric Poles, Student Advisory Council - combined accounts, & Federal Equity Interest income.

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

Powell Bill Construction/Other	\$	5,357
--------------------------------	----	-------

Section 4: To amend the Powell Bill Fund, the revenues are to be changed as follows:

Investment Income	\$	5,357
	\$	5,357

Powell Bill Fund: Record interest income earned.

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

Distribution and Collection	\$	106,582
Wastewater Treatment Plant	\$	3,296
Water and Sewer Intangibles		33,751
	\$	143,629

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

Connection Charges	\$	106,582
Other Operating Revenues		37,047
	\$	143,629

Water and Sewer Fund: WWTP Field Sampling charges, returned check fee, and Interest income earned.

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

Electric Operations	\$	83,413
---------------------	----	--------

Section 8: To amend the Electric Fund, the revenues are to be changed as follows:

Investment Income	\$	64,975
Other Operating Revenue		18,439
	\$	83,413

Electric Fund: Charter Communications Utility pole rental (annual fee), Interest income earned, Electric meter charges, LHS Generator Credit/NCMPA-Electricities, and Insurance settlement from NCLM for vehicle damage.

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

AIA Grants-WasteWater-W-ARP-0242	\$	17,460
	\$	17,460

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

AIA Grants-WasteWater-W-ARP-0242	\$	17,460
	\$	17,460

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

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

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

TOTAL AMENDMENT	\$	364,202
-----------------	----	---------

Adopted this 9th day of January, 2025

Attest:

Daphne Ingram
City Clerk

Edward L Hatley
Mayor



LINCOLNTON AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council
Date: January 9, 2025
From: Chris Jones, Technology & Innovation Director
Subject: (P-01-25) - Policy on Prohibition of Viewing Pornography on Government Networks and Devices

Summary:

The purpose of this proposal is to seek City Council approval for the implementation of the Policy on Prohibition of Viewing Pornography on Government Networks and Devices. This policy aligns with North Carolina General Statute § 143-805, which mandates public agencies to establish guidelines prohibiting the viewing of pornography on government-managed networks and devices.

Background:

North Carolina General Statute § 143-805 requires public agencies to adopt policies prohibiting the use of their networks and devices to access pornography by January 1, 2025. Noncompliance with this statute could result in legal and reputational risks for the City of Lincolnton. The proposed policy establishes clear guidelines to ensure the City adheres to state requirements while maintaining professionalism and safeguarding public resources.

Fiscal Impact:

N/A

Recommendation:

We recommend that the City Council:

1. Approve the proposed Policy on Prohibition of Viewing Pornography on Government Networks and Devices.
2. Direct the City Manager and Technology & Innovation Department to implement the policy immediately.
3. Instruct staff to communicate the policy to all relevant parties and provide training as needed.

Attachments:

1. Policy on Prohibition of Viewing Pornography on Government Networks and Devices
2. City of Lincolnton Policy on Prohibition of Viewing Pornography on Government Networks and Devices-DRAFT



Policy on Prohibition of Viewing Pornography on Government Networks and Devices
Prepared by: Chris Jones, Technology & Innovation Director
01-09-2025

I. Introduction

The purpose of this proposal is to seek City Council approval for the implementation of the Policy on Prohibition of Viewing Pornography on Government Networks and Devices. This policy aligns with North Carolina General Statute § 143-805, which mandates public agencies to establish guidelines prohibiting the viewing of pornography on government-managed networks and devices.

II. Background

North Carolina General Statute § 143-805 requires public agencies to adopt policies prohibiting the use of their networks and devices to access pornography by January 1, 2025. Noncompliance with this statute could result in legal and reputational risks for the City of Lincolnton. The proposed policy establishes clear guidelines to ensure the City adheres to state requirements while maintaining professionalism and safeguarding public resources.

III. Policy Highlights

1. Scope:
 - Applies to all employees, elected officials, and appointees associated with the City of Lincolnton.
2. Prohibitions:
 - Viewing pornography is prohibited on all city networks and devices.
3. Exceptions:
 - Limited and controlled exceptions exist for law enforcement, cybersecurity, and legal or research purposes in accordance with statutory requirements.
4. Monitoring and Reporting:

- The City is not required to actively monitor usage but must report any violations to the State Chief Information Officer.

5. Disciplinary Actions:

- Violations may result in disciplinary actions, up to and including termination.

6. Annual Review:

- The policy will be reviewed and updated annually to ensure ongoing compliance.

IV. Benefits of Adoption

- Compliance: Ensures the City meets the January 1, 2025, statutory deadline.
- Professionalism: Maintains ethical standards and safeguards the integrity of public resources.
- Risk Mitigation: Reduces legal liabilities and enhances network security.

V. Recommendations

We recommend that the City Council:

1. Approve the proposed Policy on Prohibition of Viewing Pornography on Government Networks and Devices.
2. Direct the City Manager and Technology & Innovation Department to implement the policy immediately.
3. Instruct staff to communicate the policy to all relevant parties and provide training as needed.

VI. Conclusion

Adopting this policy demonstrates the City of Lincolnton's commitment to compliance, professionalism, and the responsible management of its resources. Approval of this proposal will ensure that the City meets statutory requirements while fostering a respectful and productive working environment.

Subject: Policy on Prohibition of Viewing Pornography on Government Networks and Devices	Manual: Administrative
Policy Number: 23	City Council Approval: TBA
Issued By: Chris Jones, Technology & Innovation Director	City Manager: Ritchie Haynes, City Manager

Section I-Purpose

This policy establishes guidelines to prohibit the viewing of pornography on the City of Lincolnton's networks and devices, in compliance with North Carolina General Statute § 143-805.

Section II-Scope

This policy applies to all employees, elected officials, and appointees associated with the City of Lincolnton.

Section III - Definitions

- ****Pornography****: As defined in NCGS § 143-805(g)(2), "material that depicts erotic behavior and is intended to cause sexual excitement."
- ****Network****: As defined in NCGS § 143-805(g)(3), "any system, whether public or private, that allows computers to exchange data."
- ****Device****: Any equipment owned, leased, maintained, or otherwise controlled by the City of Lincolnton, including but not limited to computers, smartphones, tablets, and other electronic devices.

Section IV-Policy

1. **Prohibition on Viewing Pornography**

- Employees are prohibited from viewing pornography on the City of Lincolnton 's network.
- Employees, elected officials, appointees, and students are prohibited from viewing pornography on devices owned, leased, maintained, or otherwise controlled by the City of Lincolnton.

2. ****Exceptions****

The prohibitions outlined above do not apply to officials or employees engaged in the following activities as part of their official duties:

- Investigating or prosecuting crimes, participating in law enforcement training, or performing actions related to other law enforcement purposes.
- Identifying potential security or cybersecurity threats.
- Protecting human life.
- Establishing, testing, and maintaining firewalls, protocols, and implementing this policy.
- Participating in judicial or quasi-judicial proceedings.
- Conducting or participating in externally funded research projects at constituent institutions of The University of North Carolina.
- Researching issues related to drafting or analyzing state laws as necessary to fulfill official duties.

These exceptions are in accordance with NCGS § 143-805(d).

3. ****Monitoring and Reporting****

- While the City of Lincolnnton is not required to actively monitor devices or networks for compliance, any known violations of this policy must be reported to the State Chief Information Officer (CIO) as mandated by NCGS § 143-805(f).

4. ****Disciplinary Actions****

Violations of this policy may result in disciplinary action, up to and including termination of employment or appointment. Specific disciplinary measures will be determined based on the severity and nature of the violation.

Section V- Implementation

This policy is effective immediately and must be communicated to all current and new employees, elected officials, appointees, and students associated with the City of Lincolnnton.

Section 6 - Review and Updates

The City of Lincoln will review this policy annually and make necessary updates to ensure compliance with state laws and regulations.

Note: This policy is in compliance with North Carolina General Statute § 143-805, which requires public agencies to prohibit the viewing of pornography on government networks and devices and to adopt corresponding policies by January 1, 2025.

Draft



LINCOLNTON AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council
Date: January 9, 2025
From: Chris Jones, Technology & Innovation Director
Subject: (C-01-25) - Knowbe4 Proposal 3YR 25-27

Summary:

Overview of the Proposal

The renewal proposal includes two main components:

1. KnowBe4 Security Awareness Training (KMSAT): This platform provides comprehensive training to our staff, ensuring they are up-to-date on the latest cybersecurity best practices.
2. PhishER: This tool helps us manage and respond to phishing incidents effectively, reducing response times and improving our overall security posture.

Both components are included in the Diamond subscription tier, which offers advanced features tailored to meet our needs.

Background:

The Need for Cybersecurity Awareness

In recent years, cyber threats have grown more sophisticated and persistent. Phishing attacks, social engineering tactics, and ransomware incidents are increasing exponentially. Local governments, like ours, are frequently targeted due to the valuable data we hold and the essential services we provide.

This is where the KnowBe4 platform comes into play. It equips our staff with the tools and knowledge they need to identify, report, and mitigate cybersecurity risks. By proactively addressing potential vulnerabilities, we reduce the likelihood of costly breaches and service disruptions.

Fiscal Impact:

The proposed subscription spans 36 months with annual payment terms, as outlined below:

- Total Subscription Cost: \$16,147.11, including applicable taxes.
- Breakdown:
 - KMSAT Diamond: \$10,730
 - PhishER: \$4,666
- Payment Schedule: [5382.37] One-third of the total cost due annually.

It's important to note that the subscription benefits from a nonprofit discount, which significantly reduces the overall cost.

Recommendation:

In conclusion, this renewal is a strategic investment in the city's cybersecurity framework. By empowering our staff with the right tools and training, we are taking a proactive approach to safeguarding our digital infrastructure. I urge the council to approve this proposal to ensure we continue to protect our city from evolving cyber threats.

Attachments:

1. Knowbe4 Proposal 3YR 25-27
2. Renewal - City Of Lincolnnton - KMSATD PHISHER 36 - 200



Knowbe4 Proposal 3YR 25-27

1/9/25

Chris Jones-Technology & Innovation Director

The Need for Cybersecurity Awareness

In recent years, cyber threats have grown more sophisticated and persistent. Phishing attacks, social engineering tactics, and ransomware incidents are increasing exponentially. Local governments, like ours, are frequently targeted due to the valuable data we hold and the essential services we provide.

This is where the KnowBe4 platform comes into play. It equips our staff with the tools and knowledge they need to identify, report, and mitigate cybersecurity risks. By proactively addressing potential vulnerabilities, we reduce the likelihood of costly breaches and service disruptions.

Overview of the Proposal

The renewal proposal includes two main components:

1. KnowBe4 Security Awareness Training (KMSAT): This platform provides comprehensive training to our staff, ensuring they are up-to-date on the latest cybersecurity best practices.
2. PhishER: This tool helps us manage and respond to phishing incidents effectively, reducing response times and improving our overall security posture.

Both components are included in the Diamond subscription tier, which offers advanced features tailored to meet our needs.

Financial Details

The proposed subscription spans 36 months with annual payment terms, as outlined below:

- Total Subscription Cost: \$16,147.11, including applicable taxes.
- Breakdown:
 - KMSAT Diamond: \$10,730
 - PhishER: \$4,666
- Payment Schedule: [5382.37] One-third of the total cost due annually.

It's important to note that the subscription benefits from a nonprofit discount, which significantly reduces the overall cost.

Benefits to the City

By renewing this subscription, we achieve the following benefits:

1. Enhanced Security Awareness: Staff will better understand how to detect and avoid cyber threats.
2. Proactive Risk Management: The PhishER tool ensures timely responses to phishing attempts, minimizing potential damage.
3. Cost Savings: Preventing a single cyber incident can save the city tens of thousands of dollars in recovery costs.
4. Compliance: This training helps us meet regulatory and compliance requirements related to data security."

Conclusion

In conclusion, this renewal is a strategic investment in the city's cybersecurity framework. By empowering our staff with the right tools and training, we are taking a proactive approach to safeguarding our digital infrastructure. I urge the council to approve this proposal to ensure we continue to protect our city from evolving cyber threats.

I am happy to answer any questions or provide additional details. Thank you for your attention and consideration.

**KnowBe4**

33 N Garden Avenue, Suite 1200
Clearwater, FL
33755 US

Created Date
Expiration Date
Quote Number
Payment Terms

4/24/2024 11:46 AM
12/31/2024
Q-1050519
Special

**Prepared By
Email**

Lisa Herter
lisab@knowbe4.com

Contact Name
Contact Phone
Contact Email

Chris Jones
7047368926
cjones@lincolntonnc.org

Bill to Name

City Of Lincolnton
114 W Sycamore St
Lincolnton, NC 28092-2741
United States

Ship to Name

City Of Lincolnton
114 W Sycamore St
Lincolnton, NC 28092

Description

Discounts based on 36 month
subscription with annual payment
terms:
1/3 Net 30
1/3 Net 365
1/3 Net 730

Notes

Total Term(Months) 36

Non Profit Discounting has been applied to this quote.

PRODUCT	DESCRIPTION	QTY	LIST PRICE	DISC. (%)	SALES PRICE	MONTHLY NET PRICE	TOTAL PRICE
KMSATD	KnowBe4 Security Awareness Training Subscription Diamond	200	USD 74.52	28	USD 53.65	USD 1.49	USD 10,730.00
PHISHER	KnowBe4 PhishER Subscription	200	USD 32.40	28	USD 23.33	USD 0.65	USD 4,666.00

Subtotal USD 15,396.00
Tax USD 751.11
Grand Total USD 16,147.11

Signature
Name
Title
Date

Terms & Conditions

Your signature on this quote tells us that you have the authority to make this purchase on behalf of your company and that you agree to pay within the stated terms. For first year subscriptions, mid-subscription add-ons, and/or upgrades, the subscription period will begin when we process your order, which is when we receive your signed quote. For renewal subscriptions, the subscription period will begin on the day after your current subscription expires. Unless included on the invoice, customer is responsible for any applicable sales and use tax.

KnowBe4's standard Terms of Service (www.KnowBe4.com/Legal) and Product Privacy Policy (www.KnowBe4.com/Product-Privacy-Notice) apply, unless mutually agreed otherwise in writing.



LINCOLNTON
AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council
Date: January 9, 2025
From: David Ramsey, Business Services Director
Subject: Request for approval of contract with Becker Morgan Group - professional services for new PSC.

Summary:

Background:

Fiscal Impact:

Recommendation:

Attachments:

1. Becker Morgan new contract for PSC



ARCHITECTURE
ENGINEERING

PLANNING OUR
CLIENTS' SUCCESS

BECKER MORGAN GROUP, INC.

1942 EAST 7TH STREET, SUITE 240
CHARLOTTE, NORTH CAROLINA 28204
980.270.9100

314 EAST MAIN STREET
CLAYTON, NORTH CAROLINA 27520
919.243.1332

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

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

309 SOUTH GOVERNORS AVENUE
DOVER, DELAWARE 19904
302.734.7950

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

www.beckermorgan.com

December 18, 2024

David Ramsey
Business Services Director
City of Lincolnton
114 W Sycamore Street
Lincolnton, North Carolina 28092

Re: **Professional Services – Part B**
NEW CITY OF LINCOLNTON PUBLIC SERVICES CENTER
Lincolnton, North Carolina
2023364.00

Dear David:

Becker Morgan Group, Inc. is pleased to provide a professional services proposal for the Public Services Center project in Lincolnton, North Carolina. It has been a pleasure collaborating with you and your team thus far on this project throughout Part A: Advanced Planning. We continue to appreciate your confidence in our firm.

Enclosed, please find an original agreement documenting our initial services and compensation. If acceptable, please sign and return the agreement to our office and we will continue with our services.

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

Sincerely,

BECKER MORGAN GROUP, INC.

Chris Coleman, AIA, NCARB
Associate

Enclosure: Proposal (12/18/2024)

202336400ah-ppl_Part B.docx

December 18, 2024

Proposal / Agreement**Professional Services – Part B****NEW CITY OF LINCOLNTON PUBLIC SERVICES CENTER**

Lincolnton, North Carolina

2023364.00

Project Scope

It is our understanding that the overall project is based on; renovation of the existing 35,000 sf +/- facility, new construction of Department / Fleet Maintenance buildings, and overall site work (including vehicle spaces and material storage), located at 500 Sigmon Road in Lincolnton, North Carolina.

New construction of department / fleet maintenance buildings will include, but are not limited to the following: Administration, Distribution & Collections, Equipment Services, and Public Works (Street & Property, and Solid Waste). The intent is to provide each department with their own work, storage, utilities, and break areas, while utilizing the existing warehouse primarily as a docking station and storage building for all departments. Also, per our most recent design meeting of 11/21/24 and conversation on 12/09/24, the project design scope shall be based around the following:

- Existing approximate 35,000 sf building: storage only
 - Window and door replacement (as applicable)
 - Roof repair and/or replacement (as applicable)
 - New unit heaters and exhaust fans for air circulation
 - New exterior design improvements to rebrand the existing facility
- Existing approximate 4,000 sf shed: department use for storage only
 - Any exterior design improvements to rebrand the existing facility
- New (2) 6,000 sf pre-engineered metal buildings
 - Street & Property / Solid Waste (Public Works)
 - Distribution & Collections
 - Staff / Admin offices
 - Break / Conference rooms
 - Work / Storage areas
 - Enclosed storage spaces
 - Unisex toilets
- New (1) est. 6,600 sf pre-engineered metal building
 - Fleet Maintenance (Equipment Services; to include Administration in front of house)

Finally, our team will work with the departments mentioned above to further plan and design the three (3) new proposed pre-engineered metal buildings. Overall site design includes numerous pole buildings for vehicle and material storage, wash pits, and miscellaneous support building needs.

As discussed, the BMG design team will work with our CMr partner, Edifice Construction, at each of the following phases as outlined below to ensure the overall project design and construction budget align with City of Lincolnton.

Services Scope and Compensation

Part B: Full Design Services

Based on our proposal for Part A: Advanced Planning Study, Part B is as outlined below.

The scope of design services varies with commercial/municipal type projects. Comprehensive architectural services for this type of project will normally range between 8% - 12% of the total project cost. Based on our recent series of meetings with the City of Lincoln project team and the CMr (Edifice Construction) on 11/21/24 and latest conversation with Owners on 12/9/24, the estimated project budget is now between \$8 - \$9 million. The following design disciplines are included in Part B and will provide the following work per task:

Architecture – Becker Morgan Group, Inc.
MEP Engineering – Devita, Inc.
Civil Engineering – Merrick & Company
Structural Engineering – Stewart Engineering, Inc.
Landscape Architecture (included in civil design)
Interior Design (finishes only) – Becker Morgan Group, Inc.

Task 001 – Schematic Design

- Refinement of overall conceptual floor plan of existing 35,000 square foot facility.
- Confirmation and design of miscellaneous pole barn storage buildings and/or miscellaneous material storage buildings, pending conformation of need and scope.
- Confirmation of any existing building conditions based on updated design.
- Identification of materials and systems as related to renovation, new construction, and overall site design components.
- Weekly and/or bi-weekly design coordination meetings with CMr.
- Schematic design from our engineering design team as listed above.
- In person and/or virtual meetings with City of Lincoln and CMr project teams for updates and budget confirmation.
- Coordination with City of Lincoln Fire Marshal and local plan reviewers.
- Deliverables: schematic design documents package for City project team review.
- Presentation meeting updates to City of Lincoln City Council, if required.

Task 002 – Design Development

- Refined layouts and drawings from design team of building systems as part of renovation and new construction scope.
- Weekly and/or bi-weekly design coordination meeting with CMr to confirm design scope and costs. Provide design changes as necessary to align construction budget.
- In person and/or virtual meetings with City of Lincoln and CMr project teams for updates and budget confirmation.
- Coordination with City of Lincoln Fire Marshal and local plan reviewers.
- Deliverable: 50% completed set of design drawings for City project team review.
- Presentation meeting updates to City of Lincoln City Council, if required.

Task 003 – Construction Documents / Subcontractor Bidding

- Completed design details from project design team as required to provide CMr with accurate information to provide accurate costing information from the sub-contracting partners.
- Weekly and/or bi-weekly design coordination meeting with CMr to confirm design scope and costs. Provide design changes as necessary to align construction budget.

- In person and/or virtual meetings with City of Lincolnnton and CMr, project teams for updates and budget confirmation.
- Deliverable: 100% complete set of design drawings for City of Lincolnnton project team review. Coordination with CMr for any final details as required to confirm final CMr construction pricing.
- Provide updates to design drawing pending any final reviews from CMr or City.
- Coordination with City of Lincolnnton Fire Marshal and local plan reviewers to gain overall plan review approval to start construction.
- Presentation meeting updates to City of Lincolnnton City Council, if required.

Task 004 – Construction Administration

- Bi-weekly site progress OAC meetings with CMr and construction team.
- Periodic site visits by engineering team (Civil, Structural and MEP).
- Progress reports to CMr and City project teams.
- Review and processing of submittals, requests for information, proposed change orders.
- Review and processing of pay applications.
- Punch list inspections and final closeout documents.
- Presentation meeting updates to City of Lincolnnton City Council, if required.

For the services as outlined above, we are proposing a fixed fee of 9.5% of an estimated \$8.5 million project budget or \$807,500.

Task 001 – Schematic Design	\$104,236
Task 002 – Design Development	\$194,847
Task 003 – Construction Documents / Subcontractor Bidding	\$305,652
Task 004 – Construction Administration	<u>\$202,765</u>
Total Fixed Fee	\$807,500

**Task breakdown, as listed above, is subject to adjustments pending final fee agreements with Engineering Consultants based on recent changes to the Project introducing Fleet Maintenance Building and Department Relocation. Overall fixed fee to remain the same.*

Should the City of Lincolnnton elect to change or modify the “scope” defined in this proposal, BMG will be entitled to a fee adjustment in accordance with this proposal’s terms.

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

Services

- Regulatory Matters*: Variances; Exceptions; Amendments; Hearings; Review Meetings; Conditional Use Permitting; Waivers
- Surveying: Subdivision Plats; Recordation; Agency Reviews; ALTA/ACSM Surveys; Recordation Drawings; As-Built Surveys; Construction Stake Out Services
- Third Party Construction Inspection or Special Inspection Services
- Studies*: Traffic; Community Impact Statements; Feasibility
- Environmental: Phase 1 and Phase 2 Studies; Wetlands Delineation and Permitting; Tree Protection
- Engineering: Geotechnical (Soil Borings and Recommendations); Fire Protection; Life Safety; Technology and Telecommunications
- Off-Site Improvements: Design of any Off-Site Improvements or Utility Extensions to the Site
- Design*: Interior Design, Furniture, Fixtures and Equipment (FF&E) Specification and/or Procurement; FF&E Color Coordination; Window Coverings (Finish selections provided)

- LEED® Design or Documentation or similar Environmental or Energy Conservation Program
- WELL™ Performance Verification* (with use of WELL AP™ and/or WELL Performance Testing Agent), Products, and Services
- Permitting*: Health; Food Service; Environmental
- Special Consultants: Acoustical; Audio/Video; Cost Estimating; Building Envelope; Roofing; Scheduling; Security; Fire Hydrant Flow Testing
- Graphics*: Physical Models; 2D and 3D Presentation / Marketing Materials; Project Signage; Animation

Expenses

- Fees: Filing; Review; Permits; Agency Approvals; Bonds
- Reproduction: Printing of Drawings and Specifications
- Travel: Mileage; Tolls; Parking
- Coordination of Owner / Tenant Provided Materials or Services

**Becker Morgan Group, Inc. has personnel qualified to perform these services as required.*

Agreement Terms

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

Thank you for the opportunity to be of service.

BECKER MORGAN GROUP, INC.



Ernest W. Olds, AIA, NCARB
Principal | Vice President



Douglas C. Burns, AIA
Principal



Chris Coleman, AIA, NCARB
Associate

City of Lincolnton
David Ramsey - Business Services Director

Accepted: _____
Signed

Accepted: _____
Printed

Title: _____

Date: _____

Client Billing Information	<i>(To Be Completed by Client – Please Print)</i>
Billing Contact Name:	
Billing Entity:	
Billing Address, City, State, Zip:	
Billing Email Address:	
Billing Contact Phone:	

enc: *Terms and Conditions of Agreement* (01/01/24) NC

202336400ag-ppl_Part B.docx

TERMS AND CONDITIONS OF AGREEMENT
For Professional Services

Scope of Project and Services

See attached proposal/letter of agreement.

Fixed Fee Projects

Billings are based upon the percentage of completion of each phase of services.

Hourly Rate Schedule

Compensation for hourly services:

Principal	\$225 - 300/hr
Senior Associate	\$165 - 220/hr
Associate	\$120 - 200/hr
Architect/Engineer/Interior Designer	\$100 - 180/hr
Designer	\$ 80 - 160/hr
Technician	\$ 75 - 120/hr
Support	\$ 80 - 160/hr
Expert Witness	1.5 x billing rate
3D Scanner	\$210/hr

Rates subject to change each January.

Any consultants required and authorized by the Owner will be billed at cost plus (10) ten percent.

Estimated Fees

Fee estimates are valid for sixty (60) days. Where an estimated total is given for hourly work, it shall not constitute an upset figure, but is provided to assist in project budgeting only.

Initial Payment

Services commence when the Owner's authorization is received with the initial payment, which will be applied to the final invoice.

Invoices

Invoices are sent monthly for services performed. Payment is due upon receipt. A late charge will be added thirty (30) days after the invoice date at 1.5% per month simple interest.

Reproduction Expenses

In-house reproduction expenses incurred in the interest of the project will be billed as follows:

Plots	Size	Regular	Color
	18x24	\$ 5.00	\$10.00
	24x36	\$10.00	\$15.00
	30x42	\$15.00	\$20.00
Photocopies	8½ x 11	\$.15	\$.50
	8½ x 14	\$.20	\$.75
	11x17	\$.25	\$ 1.00
Prints	18x24	\$ 2.00	
	24x36	\$ 3.00	
	30x42	\$ 4.00	

Reimbursable Expenses

Other expenses incurred in the interest of the project (travel, toll communications, postage, delivery, photographs, engineering or other consultants, renderings, models, etc.) will be billed monthly at cost plus ten (10) percent.

Government Agency Fees / Approvals

The Owner shall pay directly (outside of Becker Morgan Group, Inc.'s fees and reimbursables) for all of the following governmental charges, including, but not limited to: application fees, review fees, permit fees, plat recordation, governmental charges, impact fees, front footage assessments, water flow and pressure test, tap-in fees, bonds, transfer taxes, etc. Owner should investigate and budget these items in their total project development soft costs. Owner acknowledges the approval process necessary to estimate or maintain a project timeline is both unpredictable and outside of the Architect's control. Architect does not guarantee approvals by any governing authority or outside agency, nor the ability to achieve or maintain any project timeline.

Additional Services

Services beyond those outlined in the attached Scope of Work, including for revisions due to adjustments in the scope, budget or quality of the project, for redesign of previously approved drawings, and for additional Construction Phase services, will be billed at hourly rates above or at fixed fees.

Change of Scope

All fees are subject to renegotiations if the original scope of service is changed or if services are not completed within two (2) months of the project's projected completion date indicated in the proposal.

Early GMP or Design / Build

If Owner solicits early GMP or Design / Build proposals based upon work-in-progress drawings or prior to Architect's receipt of, and response to, permitting comments, Owner acknowledges that any cost scheduling information resulting for such solicitations or procurement necessary will be subject to revision until the Construction Documents are finally completed and issued for construction, including all addenda. Any services required to highlight drawing changes associated with early GMP or Design / Build proposals shall be compensated as an Additional Service.

Fast-Track or Phased Project Delivery

If Owner requests or requires fast-track design services or early or phased construction document packages, Owner assumes the elevated risk the design services and/or phased construction document packages will have errors, omissions or incomplete coordination. Accordingly, Architect shall have no liability to Owner with respect to fast-track design services or early or phased construction packages.

Betterment

In the case of design errors or omissions that lead to an increase in the cost of construction, Architect shall have no liability to Owner for the portion of such cost increase that represents betterment or value added to the project.

Third-Party Beneficiaries

Neither the Contractor nor any other person or entity, apart from the Owner and Architect, are intended beneficiaries of the Architect's services. Architect does not warrant or represent that its services or the Construction Documents will be free from errors, omissions or ambiguities. Owner shall inform all prospective contractors and construction managers, in writing, that Architect makes no representation whatsoever to any prospective contractor, trade contractor or construction manager regarding the quality, completeness or sufficiency of the Construction Documents, for any purpose whatsoever.

Site Visitation

In the event Architect's scope of services includes periodic site visits during the construction phases, Architect shall be serving only in the capacity as a consultant to advise Owner on issues involving progress and general design compliance. Architect does not assume any responsibility for the means and methods of construction, shoring or temporary construction, quality or timeliness of any contractor's work, job site safety, continuous on-site inspections, or any issues that fall outside of Architect's scope of services as defined in this Agreement.

Design Without Construction Review

Should Owner elect not to engage A/E to perform normal periodic construction observation and normal full service Submittals, RFIs, Substitution and Change Order review services during construction, Owner acknowledges that there is an increased risk to Owner of misinterpretation of A/E's design intent by the

Contractor, the Owner or inspecting agencies; an increased risk of non-compliant construction work on the part of the Contractor; and a reduced opportunity afforded to the A/E and Owner to identify and resolve conflicts, errors or omissions in the construction or in the construction documents at a point when the consequences stemming from such risks and reduced opportunities could have been mitigated or avoided. Owner shall secure similar partial waivers of liability in favor of A/E from each and all of its separate contractors, subcontractors and consultants of every tier.

Ownership of Documents

All documents (drawings, sketches, reports, etc.) prepared as instruments of service shall remain the copyrighted property of the Architect and are specific only to this project. Owner, and this Agreement. Work which is furnished, but not paid for, will be returned to the Architect and will not be used for any purpose by the Owner until payment in full is rendered. Owner agrees to indemnify, defend and hold Architect harmless for all claims arising out of Owners reuse, misuse, modification or assignment of Architect's instruments of service. This provision shall survive termination of this Agreement.

Insurance

The Architect is protected by Workmen's Compensation, Professional Liability and Standard Public Liability Insurance. The Architect will not be responsible for any loss, damage or liability arising from Owner's negligent acts, errors or omissions or those by Owner's consultants, contractors, and agents or from those of any person whose conduct is not within the Architect's contractual responsibility.

Risk Allocation

Owner and Architect have discussed the risk, rewards and benefits of the project and the Architect's total fee for services. The risks have been allocated such that the Owner agrees that to the fullest extent permitted by law, Architect's total liability to Owner for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this agreement from any cause or causes, shall not exceed the total fee or \$50,000, whichever is greater. Such causes include, but are not limited to design professional's negligent errors, omissions, or breach of contract. This limitation of liability may be increased up to the limits of Architect's insurance coverage available to pay for said increased liability only if a mutually agreed increase in Architect's fees is negotiated and set to this or written amendment executed by both parties.

Termination of Agreement

This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. This Agreement may be terminated by the Owner upon at least seven (7) days written notice to the Architect in the event that the Project is permanently abandoned. In the event of termination not the fault of the Architect, the Architect shall be compensated for all services performed to termination date, together with Reimbursable Expenses then due.

Environmental Hazards / Subsurface Conditions

The Architect does not perform services related to the identification, containment or removal of asbestos, hazardous waste, or any other environmental hazards, nor will it assume liability for any damages or costs related to these materials. Unless specifically included under Architect's scope of services, Architect assumes no liability for geotechnical engineering or any other analysis or testing of subsurface conditions (including soils and the location of any utilities or structures not visible on the surface).

Nonpayment / Work Stoppage

The Architect reserves the right to stop work on the project upon ten (10) days written notice to Owner for non-payment and withdraw any permit documents. As stoppage of work shall be without liability for consequential or other damages resulting from the stoppage. Restart on the project after thirty (30) days of stoppage will require payment of additional fees.

Standard of Care

The Owner acknowledges the inherent risks associated with construction. In performing professional services, the Architect will use that degree of care and skill ordinarily exercised under similar circumstances by competent licensed Architect in the jurisdiction where the project is located. Under no circumstances shall any other representation (express or implied) or any type of warranty or guarantee be included or intended by the Architect during the completion of its services under this Agreement.

Successors and Assigns

The Owner and the Architect bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

Affidavits / Certifications

Any affidavits or certifications required by government agencies, lenders, or others shall be written to include language acceptable to the Architect. The Owner shall not require certification that would require knowledge or assumption of responsibilities beyond the scope of this agreement.

Miscellaneous Provisions

Unless otherwise specified, this Agreement shall be governed by North Carolina Law. Terms in this Agreement shall have the same meaning as that in AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

Collection

If it is necessary to enforce collection on any amount past due under this agreement, the Architect shall be reimbursed for all legal and other reasonable costs related thereto, including (33%) attorney's fees, court costs, administrative time and other collection costs.

Certificate of Merit

The Owner shall make no claim (whether directly or in the form of a third party claim) against the Architect unless the Owner shall have first provided the Architect with a written certification executed by a licensed professional in the State of North Carolina, specifying each and every act or omission which the certifier contends constitutes a violation of the standard of care expected of an Architect performing professional services under similar circumstances. Such certificate shall be provided to the Architect thirty (30) days prior to the presentation of any such claim.

Frivolous Suit or Counterclaim

In the event the Owner makes a claim (or counterclaim) or brings an action against the Architect for any act arising out of the performance of the services hereunder, and the Owner fails to prove such a claim or action, then the Owner shall pay all legal and other costs incurred by the Architect in defense of such claim or action.

Electronic Media

If electronic media of project files are requested, the Owner or requesting party must sign an Electronic Media Release Form, plus remit \$200.00 per file, plus printing costs per sheet for one (1) record set for Owner and one (1) set for A/E.

Publicity

All publicity developed for this project will credit Becker Morgan Group, Inc. as the Architects, as appropriate.

January 1, 2024

Becker Morgan Group, Inc.

TCA1Jan2024_NC.docx



LINCOLNTON
AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council
Date: January 9, 2025
From: David Ramsey, Business Services Director
Subject: STAline Remote water disconnect pilot project approval

Summary:

Background:

Fiscal Impact:

Recommendation:

Attachments:

1. STAline remote water disconnect pilot



STAline Waterworks Inc.
P.O. Box 242016
Charlotte NC 28224

Bid

Bid Due Date	Bid ID	Job Name
11/20/2024	BID14623	City of Lincolnton RSV Pilot Quote

Quoting Branch	Customer	Job Information
STAline Waterworks - CRP-NC 670 Griffith Rd Charlotte NC 28217	All Bidders Charlotte 11010 METROMONT Pkwy Charlotte NC 28269	City of Lincolnton RSV Pilot Quote 125 North Peachtree St. Lincolnton NC 30817

Line	Quantity	UOM	Item	Unit Price	Total Price
1	10	EA	3/4" F4 CELLULAR VALVE, QUAD MUTLI-CARRIER, FEMALE NICOR & 3' CABLE	325.50	3,255.00
2	10	EA	20 YEAR PREPAID QUAD CARRIER CELLULAR PLAN	131.38	1,313.80
3	10	EA	20 YEAR PREPAID HEAD END SOFTWARE SERVICE PLAN	33.12	331.20
4					

Subtotal \$4,900.00

Tax \$392.00

Total \$5,292.00

STAline

City of Lincolnton
114 West Sycamore Street
P. O. Box 617
Lincolnton, North Carolina
28093-0617



Human Resources Department
Phone (704) 736-8980
FAX (704) 736-8975
www.lincolntonnc.org

MEMORANDUM

To: Mayor and City Council Members

Through: Ritchie Haynes, City Manager

From: Tanya Osborne, Human Resources Director 

Re: 2024/2025 Schedule of Budgeted Positions

Date: January 9, 2025

At the May 2, 2024 City Council meeting, Chief Greene requested permission to apply for a COPS grant. His grant application would include a request for four officers for a total grant of \$500,000. The grant will cover a five-year period with a three-year grant. If this grant was awarded, it would offset some of the City's planned staffing increases due to growth over the next few years. Council unanimously approved to move forward with the COPS grant application process.

Chief Greene was successful in obtaining the COPS grant for four positions, and the City's Schedule of Budgeted FT Positions document has been revised to reflect the increase in officers. This change in the number of budgeted positions will allow for recruitment to begin.

At this time, I would ask for City Council's consideration of the following:

1. Approval of proposed changes to the 2024/2025 City of Lincolnton's Schedule of Budgeted Positions.

Attachment

CITY OF LINCOLNTON			
SCHEDULE OF BUDGETED FT POSITIONS			
Effective January 9, 2025			
<u>Administration 4110</u>			
Full Time Positions	3		
<u>Business & Community Dev 4930</u>			
Full Time Positions	1		
<u>Human Resources 4120</u>			
Full Time Positions	4		
<u>Finance 4130</u>			
Full Time Positions	7		
<u>Information & Technology</u>			
Full time Positions	1		
<u>Police Department 4310</u>			
Full Time Positions	46	(increased by 4 due to COPS grant)	
<u>Fire Department 4340</u>			
Full Time Positions	43		
<u>Public Works - Administration 4510</u>			
Full Time Positions	2		
<u>Public Works - Street & Prop Maint 4520</u>			
Full Time Positions	12		
<u>Public Works - Equip Services 4530</u>			
Full Time Positions	2		
<u>Public Works - Solid Waste 4710</u>			
Full Time Positions	6		
<u>Planning 4910</u>			
Full Time Positions	2		
<u>Parks & Recreation 6100</u>			
Full Time Positions	8		
<u>Public Works - Water Treatment 7100</u>			
Full Time Positions	8		
<u>Public Works - Distribution & Collection 7110</u>			
Full Time Positions	14		
<u>Public Works - Waste Water Treatment 7120</u>			
Full Time Positions	9		
<u>Public Works - Electric 7200</u>			
Full Time Positions	9		
Total Full Time City Positions:	177		



LINCOLNTON
AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council
Date: January 9, 2025
From: Ritchie Haynes, City Manager
Subject: Assignment and Assumption Agreement for the Lincolnton-Lincoln County Regional Airport

Summary:

See attached

Background:

Fiscal Impact:

Recommendation:

Approval

Attachments:

1. C-01-25 - Assignment and Assumption Agmt (County executed)

**ASSIGNMENT AND ASSUMPTION AGREEMENT FOR THE
LINCOLNTON-LINCOLN COUNTY REGIONAL AIRPORT**

This **ASSIGNMENT and ASSUMPTION AGREEMENT** (the “Agreement”) made this ____ day of _____, 2024, by and between the **CITY OF LINCOLNTON**, a North Carolina municipal corporation (hereinafter referred to as “Assignor”) and **LINCOLN COUNTY**, a North Carolina body corporate and politic (hereinafter referred to as “Assignee”).

RECITALS

WHEREAS, Lincoln County and the City of Lincolnton are currently co-sponsors of the Lincolnton-Lincoln County Regional Airport (the “Airport”).

WHEREAS, on August 2, 1996, the Lincolnton-Lincoln County Airport Authority (the “Authority”) was created as a body corporate and politic by the North Carolina General Assembly in Session Law 1996-10, Second Extra Session (the “Act”). The Authority was granted all rights and powers granted to cities and counties pursuant to Chapter 63 of the General Statutes (Aeronautics) to plan, promote, extend, maintain, purchase, construct, install, improve, repair, and enlarge the airport and airport facilities and to enter into all contracts and agreements necessary or incidental to the performance of its duties and execution of any other powers conferred by the Act.

WHEREAS, the Act was subsequently amended by the North Carolina General Assembly in Session Law 2016-12, Session Law 2017-104 and Session Law 2019-97.

WHEREAS, the Authority was granted all the powers set forth in the Act, as subsequently amended, but was never established as a sponsor of the Airport under FAA regulations.

WHEREAS, the Assignor and the Assignee are both local government entities empowered by Chapter 63 of the North Carolina General Statutes to operate municipal airports, and are also currently approved as sponsors through the Federal Aviation Administration (FAA).

WHEREAS, an Operating Agreement was entered into between the Authority, the Assignor and the Assignee on May 13, 2019 regarding the operation of the Airport (the “Operating Agreement”). Simultaneously therewith, a Lease was entered into between the same parties for the lease of the Airport Property by the Authority (the “Lease Agreement”).

WHEREAS, the Assignor and the Assignee entered into a Memorandum of Agreement dated January 11, 2024 wherein it was agreed that all real property related to the Airport would be transferred to the Assignee, Lincoln County, and the Assignor, the City of Lincolnton, would ultimately be divested of its role as a sponsor of the Airport.

WHEREAS, on September 25, 2024, all real property associated with the Airport (the “Airport Property”) was transferred to Lincoln County by that Special Warranty Deed recorded in Book 3355 at Page 339 (the “Transfer Deed”) of the Lincoln County Public Registry. A copy of the Airport Property Map is attached hereto as Exhibit A.

WHEREAS, it is intended that the Assignee will assume the rights, interests, obligations, covenants, and interest in, to, and under all existing and future documents giving rise to obligations to the Federal Government, including the commitments undertaken concerning the outstanding grant

assurances for the list of FAA Grant Agreements attached hereto as Exhibit B.

WHEREAS, the Assignor has already recorded the Transfer Deed in the Lincoln County Public Registry, and that instrument of conveyance is attached hereto as Exhibit C.

WHEREAS, concurrent to execution and exercise of this Agreement, the parties understand the FAA by separate document is approving the transfer of sponsorship from the Assignor to the Assignee and therefore re-approving Lincoln County as an eligible airport sponsor for federal funds and other assistance.

NOW, THEREFORE, intending to be legally bound hereby, in consideration of the mutual covenants and agreement herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

(1) **INCORPORATION OF RECITALS.** The above recitals are hereby included and incorporated in this Agreement.

(2) **EFFECTIVE DATE.** The Effective Date of this Assignment and Assumption Agreement shall be the date that the FAA approves the transfer of Sponsorship to the Assignee.

(3) **ASSIGNMENT.** Assignor hereby grants, conveys, transfers and assigns to Assignee, all of Assignor's rights, title, interests and obligations in, to and under the FAA Grant Agreements (attached hereto as Exhibit B), and any amendments thereto, and any other contractual obligation held by the Assignor in relation to its sponsorship of the Airport. It is the intent of the parties that the right, title, interest and obligations of the Assignor prior to, on and after this date under all outstanding FAA Grant Agreements and any contractual obligation related to the operation of the Airport are being assigned to the Assignee, Lincoln County.

(4) **ACCEPTANCE/ASSUMPTION.** Assignee hereby accepts the assignment granted in Section 3 above. Assignee further assumes, covenants, acknowledges and agrees to be bound by and to perform, observe and be subject to all of the terms, covenants and conditions of the FAA Grant Agreements, and any amendments thereto, on and after the date of this Agreement, the terms, covenants and conditions of which are hereby incorporated herein by reference. This specifically includes compliance with 14 CFR Part 158 Appendix A (Assurances, Parts A and B), and Part 158, Subpart D (Reporting, Recordkeeping and Audit requirements).

(5) **TRANSFER OF AIRPORT REVENUE AND PERSONAL PROPERTY.**

a) **AIRPORT REVENUE.** The Authority does not currently employ its own personnel for the provision of financial services. Lincoln County, the Assignee, currently oversees and provides all finance and accounting services to the Airport and the Authority. Moreover, the Finance Director for Lincoln County also serves as the Finance Director for the Authority pursuant to the Local Government Budget and Fiscal Control Act codified as Article 3 of Chapter 159 of the N.C. General Statutes. The Assignor currently holds no Airport Revenue or Airport Enterprise Funds. However, if any said Airport Revenue or Airport Enterprise Funds are later identified by the Assignor, then those funds shall be transferred to the Assignee on the Effective Date.

b) EQUIPMENT AND PERSONAL PROPERTY. All equipment and personal property for the operation of the Airport is held by the Authority pursuant to the Operating Agreement. However, if it is later determined that the Assignor holds any interest in any equipment or personal property for the operation of the Airport then those interests shall be transferred to the Assignee on the Effective Date.

(6) REPRESENTATION. Assignor represents and warrants that:

a) It has fully complied with the terms of the FAA Grant Agreements, and any other contractual obligation it may have for the operation of the Airport;

b) It is not in default under the terms of those agreements and has not received notice of default from any other party to those agreements;

c) To the best of its knowledge, no other party to the FAA Grant Agreements, is in default under the terms of these obligations and agreements; and

d) The Assignor has the right to assign the FAA Grant Agreements and any other contractual obligation it may have for the operation of the Airport, subject to FAA approval.

(7) NOTICE. Any notice herein required or permitted to be given shall be deemed given if and when mailed in a sealed envelope by United States certified mail, return- receipt requested, postage prepaid, properly addressed as follows or such other address as specified by notice to the other party in accordance with the provisions of this section:

As to Assignor: City of Lincolnton
Attn: City Manager
114 Sycamore Street
Lincolnton, NC 28092

With a copy to: City Attorney
114 Sycamore Street
Lincolnton, NC 28092

As to Assignee: Lincoln County
Attn: County Manager
P.O. Box 738
Lincolnton, NC 28093

With a copy to: County Attorney
P.O. Box 738
Lincolnton, NC 28093

(8) LEGALLY BINDING AND GOVERNING LAW. All agreements, covenants, conditions and obligations contained in this Assignment and Assumption Agreement shall be legally binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The FAA is intended to be a third-party beneficiary with respect to all provisions of this Assignment and Assumption Agreement. Any dispute arising hereunder between the Assignor and the Assignee shall be subject to the laws of the State of North Carolina.

(9) COMPLETE AGREEMENT. This Agreement constitutes the entire understanding and agreement of the Assignor and Assignee and supersedes all prior agreements and understandings between them, whether written or verbal, with respect to the subject matter hereof.

(10) SEVERABILITY. If the application of any provision of this Assignment and Assumption Agreement to any particular facts or circumstances will for any reason be held to be invalid, illegal or unenforceable by a court, arbitration panel or other tribunal of competent jurisdiction, then (i) the validity, legality and enforceability of such provision as applied to any other particular facts or circumstances, and the other provisions of this Agreement, will not in any way be affected or impaired thereby and (ii) such provision will be enforced to the maximum extent possible so as to effect the intent of the parties.

IN WITNESS WHEREOF, Assignor and Assignee have caused the Assignment and Assumption Agreement to be executed by their duly authorized representatives the day and year first above written.

SIGNATURES TO APPEAR ON FOLLOWING PAGES

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ASSIGNOR:
CITY OF LINCOLNTON,
a North Carolina municipal corporation

BY: _____
Ed Hatley, Mayor

ATTEST:

(SEAL)

Daphne Ingram, City Clerk

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

John Friguglietti, Jr., City Attorney

STATE OF NORTH CAROLINA
COUNTY OF LINCOLN

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

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

(SEAL)

Notary Public
My Commission Expires: _____

ASSIGNEE:

LINCOLN COUNTY,

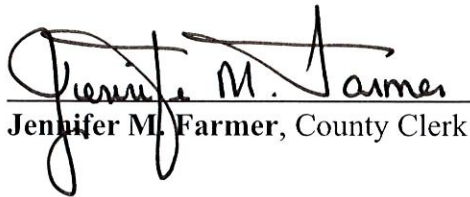
a North Carolina body corporate and politic

BY: _____

Jamie Lineberger

Chair of the Board of Commissioners

ATTEST:


Jennifer M. Farmer, County Clerk



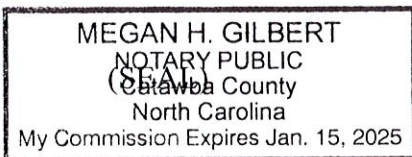
Approved as to form on behalf of Lincoln County.


Megan H. Gilbert, County Attorney

STATE OF NORTH CAROLINA
COUNTY OF LINCOLN

I MEGAN H. GILBERT, 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 10 day of DECEMBER, 2024.

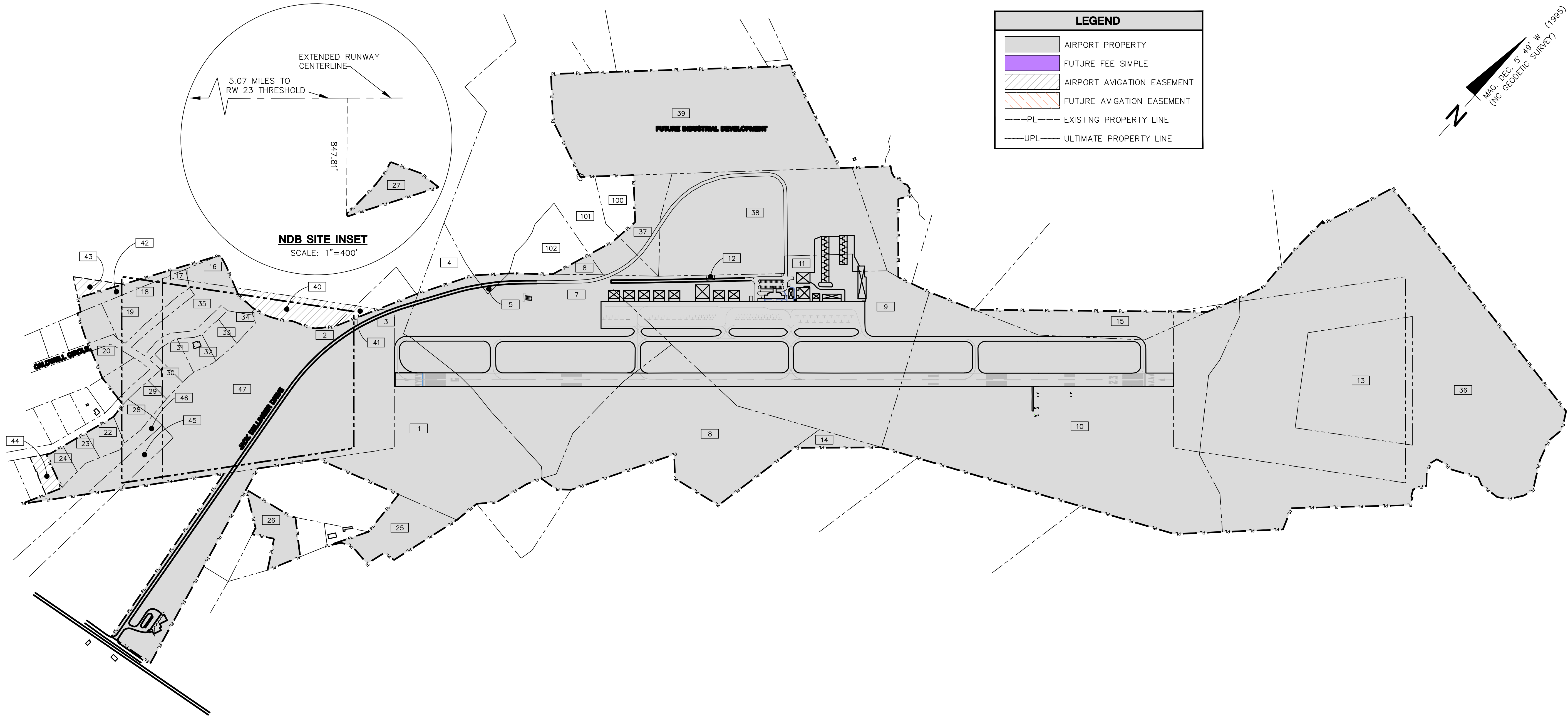




Notary Public

My Commission Expires: _____

EXHIBIT A
(The Airport Property Map)

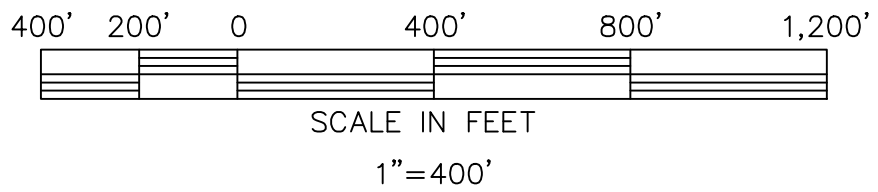


EXISTING AIRPORT PROPERTY INFORMATION				
PARCEL NO.	PROPERTY OWNER	PROJECT NUMBER	ACREAGE	TYPE OF OWNERSHIP
1	ANNIE ROSS (WIDOW)	3-37-0037-02	89.11	FEE SIMPLE
2	GUY A. HOVIS	3-37-0037-02	1.94	FEE SIMPLE
3	M.C. SMITH	3-37-0037-02	1.60	FEE SIMPLE
4	LINCOLNTON & LINCOLN COUNTY	3-37-0037-02	2.09	FEE SIMPLE
5	CHARLES H. CARPENTER	3-37-0037-02	0.48	FEE SIMPLE
6	LINCOLNTON & LINCOLN COUNTY	3-37-0037-02	4.27	FEE SIMPLE
7	CHARLES H. CARPENTER	3-37-0037-02	1.49	FEE SIMPLE
8	WALTER R. RICHARD	3-37-0037-02	24.50	FEE SIMPLE
9	CLETE W. SMITH	3-37-0037-02	50.00	FEE SIMPLE
10	W. SLOAN CALDWELL	3-37-0037-02	67.66	FEE SIMPLE
11	R.B. CRONLAND, III	3-37-0037-02	1.43	FEE SIMPLE
12	LINCOLNTON & LINCOLN COUNTY	3-37-0037-02	0.05	FEE SIMPLE
13	MAUDE CRONLAND HEIRS	3-37-0037-02	15.18	FEE SIMPLE
14	ABERNATHY & FALLS REALTY CORP.	PURCHASED WITH LOCAL FUNDS	1.03	FEE SIMPLE
15	KEMP B. & RUBY CALDWELL	PURCHASED WITH LOCAL FUNDS	5.32	FEE SIMPLE
16	JERRY ANDREW & MARGIE B. LINK	PURCHASED WITH LOCAL FUNDS	1.27	FEE SIMPLE
17	ROBERT STEVEN & VIVIAN CALDWELL	PURCHASED WITH LOCAL FUNDS	1.14	FEE SIMPLE
18	NANCY C. LEWIS	PURCHASED WITH LOCAL FUNDS	1.23	FEE SIMPLE
19	NANCY C. LEWIS	PURCHASED WITH LOCAL FUNDS	1.10	FEE SIMPLE
20	SCOTT A. & MELINDA P. HENSLEY	PURCHASED WITH LOCAL FUNDS	0.91	FEE SIMPLE
21	DENNIS N. & SANDRA H. EUBANKS	PURCHASED WITH LOCAL FUNDS	0.62	FEE SIMPLE
22	DARRELL E. & PRISCILLA G. HOVIS AND KENNETH W. & LINDA W. HOVIS	PURCHASED WITH LOCAL FUNDS	1.10	FEE SIMPLE
23	DARRELL E. & PRISCILLA G. HOVIS AND KENNETH W. & LINDA W. HOVIS	PURCHASED WITH LOCAL FUNDS	0.92	FEE SIMPLE
24	EDWIN W. HARRILL	PURCHASED WITH LOCAL FUNDS	0.88	FEE SIMPLE
25	ODELL HOUSER	PURCHASED WITH LOCAL FUNDS	4.40	FEE SIMPLE
26	ODELL HOUSER	PURCHASED WITH LOCAL FUNDS	3.66	FEE SIMPLE
27	LEE & ETHEL MOORE	PURCHASED WITH LOCAL FUNDS	2.31	FEE SIMPLE
28	LOUIS E. & BARBARA M. McCONNELL	PURCHASED WITH LOCAL FUNDS	1.15	FEE SIMPLE
29	LOUIS E. & BARBARA M. McCONNELL	PURCHASED WITH LOCAL FUNDS	0.86	FEE SIMPLE
30	ALFRED L., JR. & SHIRLEY SMITH	PURCHASED WITH LOCAL FUNDS	0.91	FEE SIMPLE
31	KIRBEY D. & TWLYA A. SECHRIST	PURCHASED WITH LOCAL FUNDS	1.04	FEE SIMPLE
32	KIRBEY D. & TWLYA A. SECHRIST	PURCHASED WITH LOCAL FUNDS	1.06	FEE SIMPLE
33	KIRBEY D. & TWLYA A. SECHRIST	PURCHASED WITH LOCAL FUNDS	0.94	FEE SIMPLE
34	KIRBEY D. & TWLYA A. SECHRIST	PURCHASED WITH LOCAL FUNDS	0.83	FEE SIMPLE
35	KIRBEY D. & TWLYA A. SECHRIST	PURCHASED WITH LOCAL FUNDS	3.50	FEE SIMPLE

* 1.074 ACRES SWAPPED WITH LEONARD CORNWELL

EXISTING AIRPORT PROPERTY INFORMATION				
PARCEL NO.	PROPERTY OWNER	PROJECT NUMBER	ACREAGE	TYPE OF OWNERSHIP
36	B.M. CRONLAND HEIRS	9.9583941	54.997	FEE SIMPLE
37	RODERICK CRONLAND	9.9983972	2.234	FEE SIMPLE
38	R.B. CRONLAND, III	9.9983972	22.765	FEE SIMPLE
39	R.B. CRONLAND, III	9.9983972	32.289	FEE SIMPLE
40	CLETE W. SMITH	9.9983971	3.029	AVIGATION ESMT
41	MICHAEL SMITH	9.9983971	0.301	AVIGATION ESMT
42	RONNIE SHIRES	9.9983971	1.126	FEE SIMPLE
43	MARIA RICOTTA	9.9983971	0.627	AVIGATION ESMT
44	JOE E. WILSON	9.9983971	0.786	AVIGATION ESMT
45	RONALD R. LOCATIS	9.9983000	2.131	FEE SIMPLE
46	CLYDE JUNIOR & WANDA F. PEELER	9.9983971	1.352	FEE SIMPLE
47	RONALD R. LOCATIS	9.9983971	19.175	FEE SIMPLE

PROPERTY OWNER INFORMATION (FUTURE ACQUISITIONS)			
ID NO.	PARCEL NO.	OWNER /GRANTOR	ACRES OWNED
100	81882	EDNA CARPENTER	2.232
101	28418	EDNA CARPENTER	6.003
102	57629	EDNA CARPENTER	4.431



PLANNING DOCUMENT
NOT RELEASED FOR CONSTRUCTION

TALBERT&BRIGHT

ENGINEERING & PLANNING CONSULTANTS
4944 PARKWAY PLAZA BOULEVARD, SUITE 350
CHARLOTTE, NORTH CAROLINA 28217
PHONE: 704-426-6070 FAX: 704-426-6080

NC LICENSE NO. C-1163
www.talbertandbright.com

AIRPORT LAYOUT PLAN UPDATE

EXHIBIT 'A' - AIRPORT PROPERTY MAP

FILE NAME: EXHIBIT A-PROPERTY MAP.dwg SCALE: AS SHOWN

SHT.

8

OF

8

REVISIONS		DATE
1		
2		
3		
4		
5		

DESIGNED BY:	PET
PROJECT ENG.:	PET
PROJECT NO.:	3103-0802
DRAWN BY:	PRS
CHECKED BY:	PET
DATE ISSUED:	OCT 2024

LINCOLNTON-LINCOLN COUNTY
REGIONAL AIRPORT
IRON STATION, NORTH CAROLINA

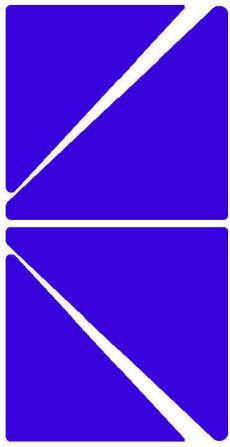


EXHIBIT B
(The FAA Grant Agreements)

1. Project No. 36237.27.17.1

Grant Agreement dated August 23, 2024, between N.C. Department of Transportation and the Lincolnton-Lincoln County Regional Airport Authority and executed by City of Lincolnton and Lincoln County as co-sponsors.

2. Project No. 36237.27.14.1

Grant Agreement dated May 14, 2019, between N.C. Department of Transportation and the Lincolnton-Lincoln County Regional Airport Authority, and ***amended by*** the Memorandum of Agreement dated September 7, 2023 between the City of Lincolnton, Lincoln County and the Lincolnton-Lincoln County Airport Authority for Acceptance of Grants.

3. Project No. 36237.27.15.1

Grant Agreement dated May 17, 2019, between N.C. Department of Transportation and the Lincolnton-Lincoln County Regional Airport Authority, modified December 13, 2019, and ***amended by*** the Memorandum of Agreement dated September 7, 2023 between the City of Lincolnton, Lincoln County and the Lincolnton-Lincoln County Airport Authority for Acceptance of Grants.

4. Project No. 36237.27.16.1

ARPA Grant funding – pursuant to correspondence from NCDOT, no actual agreement was executed given the emergent time frame.

EXHIBIT C
(The Transfer Deed)

This document presented and filed:
09/25/2024 09:13:31 AM

DEED

Fee \$26.00 Transfer Tax: \$0.00

685534



Lincoln County North Carolina
Danny R. Hester, Register of Deeds

\$26.00 (13) NORTH CAROLINA SPECIAL WARRANTY DEED

Excise Tax: \$0.00

Parcel Identifier Nos.: *see Exhibit A*

Mail after recording to: Lincoln County

✓ Instrument was prepared by: Megan H. Gilbert, County Attorney, P.O. Box 738, Lincolnton, NC 28093

The drafter of this document did not perform a title search in regards to this transfer.

Brief description for the Index: The Airport Property

THIS DEED made this 24 day of September, 2024 by and between

<u>GRANTOR</u>	<u>GRANTEE</u>
THE CITY OF LINCOLNTON, a North Carolina municipal corporation P.O. Box 617 Lincolnton, NC 28093 LINCOLN COUNTY, a North Carolina body corporate and politic P.O. Box 738 Lincolnton, NC 28093	LINCOLN COUNTY, a North Carolina body corporate and politic P.O. Box 738 Lincolnton, NC 28093

WITNESSETH, that the City of Lincolnton has and by these presents does grant, bargain, sell and convey unto Lincoln County, in fee simple, the one-half (½) interest held by the City of Lincolnton in those certain lots or parcels of land situated in the Ironton Township, **LINCOLN** County, North Carolina and more particularly described in Exhibit A attached hereto.

The foregoing property does not constitute the Grantors' residence.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the City of Lincolnton in fee simple.

And the City of Lincolnton covenants with Lincoln County, that the City of Lincolnton has done nothing to impair such title as the City of Lincolnton received, and City of Lincolnton will warrant and defend the title against the lawful claims of all persons claiming by, under or through the City of Lincolnton.

This conveyance is being made pursuant to that Interlocal Cooperation Agreement between Lincoln County and the City of Lincolnton dated January 11, 2024.

Lincoln County has executed this conveyance to properly effectuate the combination of properties listed as Tract 1 on Exhibit A attached hereto.

Title to the property hereinabove described is subject to the following exceptions: N/A.

IN WITNESS WHEREOF, the Grantors have duly executed the foregoing as of the day and year first above written.

CITY OF LINCOLNTON



Ed Hatley (SEAL)
Ed Hatley, Mayor

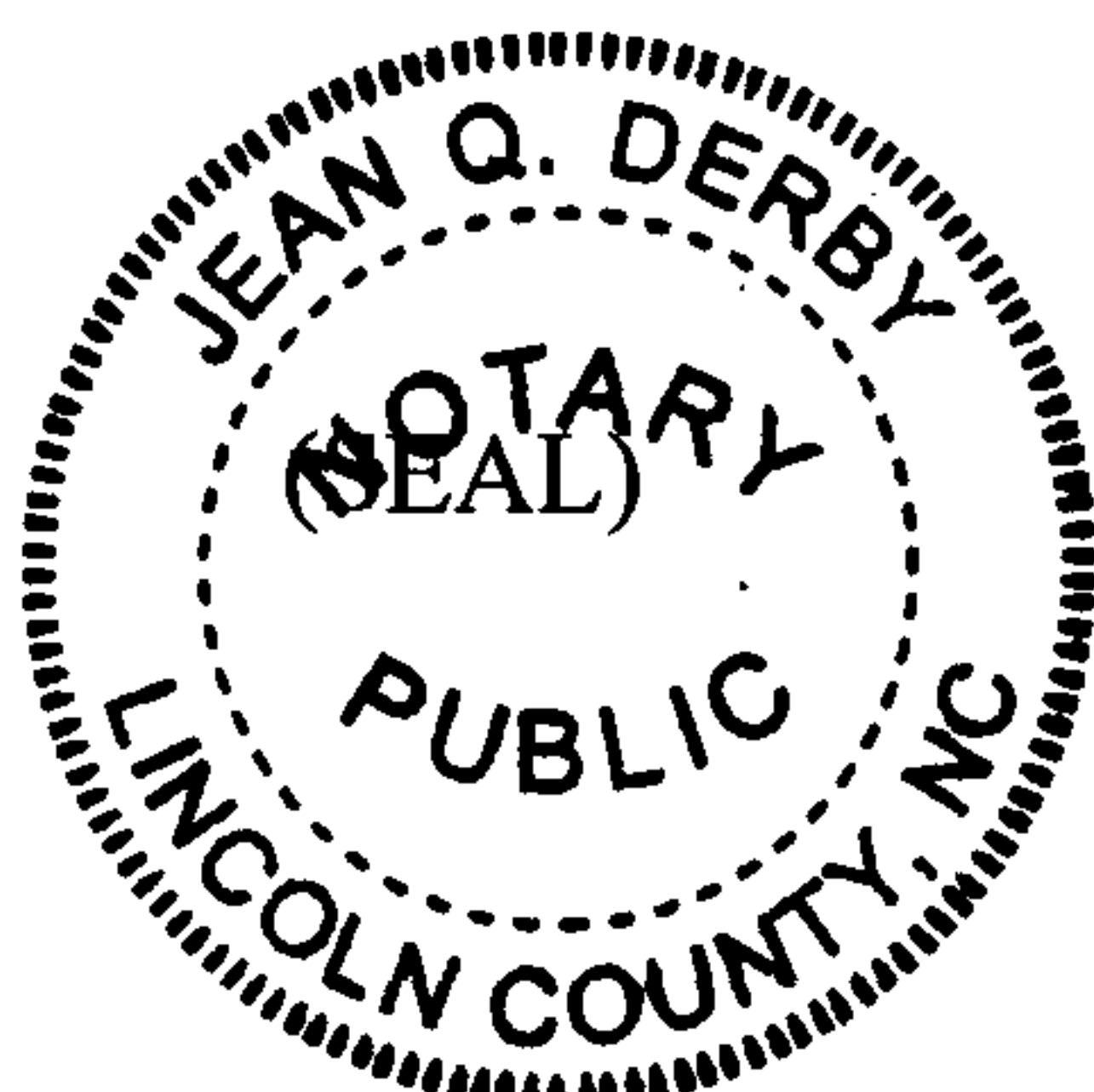
ATTEST:

Daphne Ingram
Daphne Ingram, Clerk

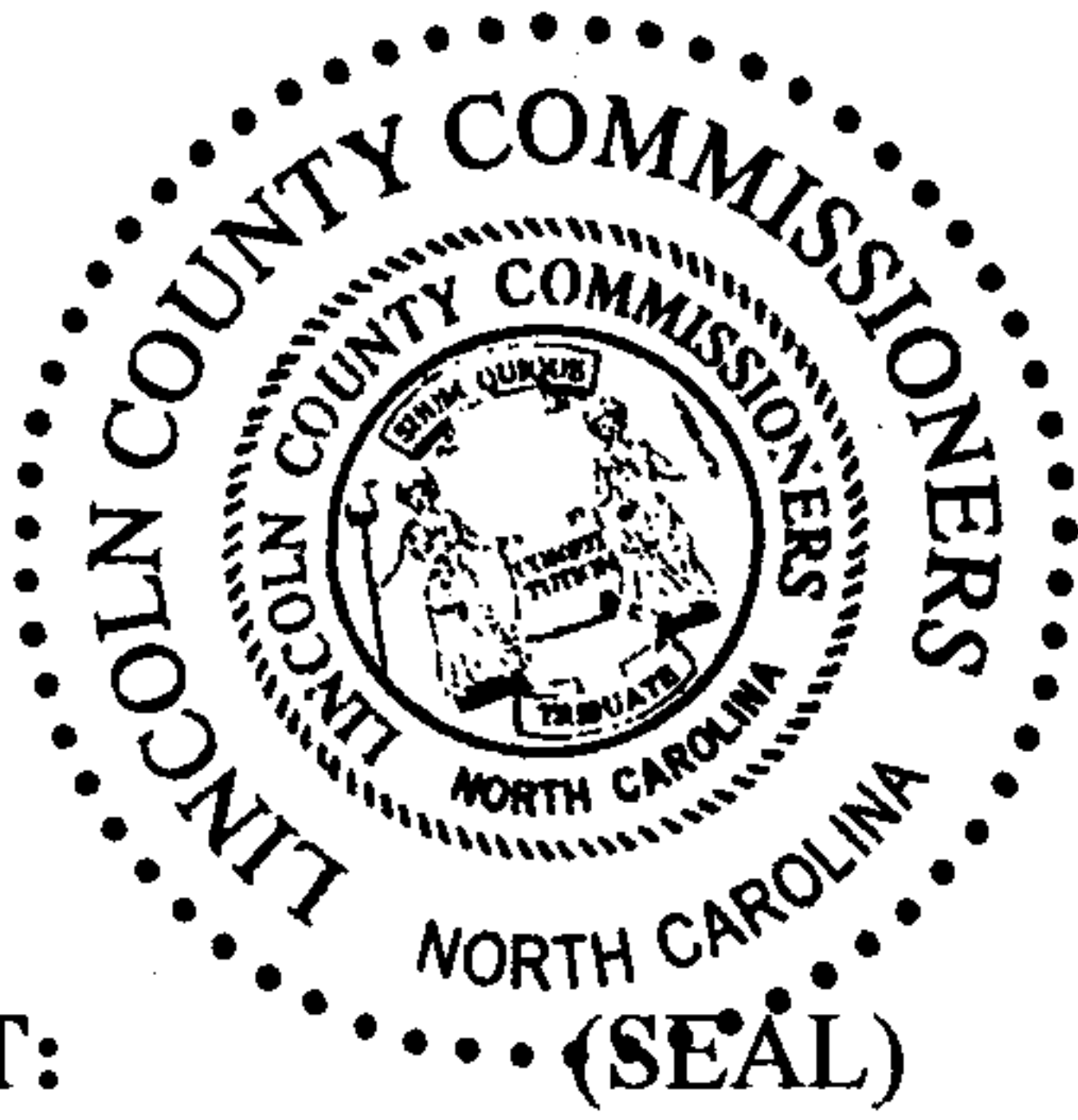
STATE OF NORTH CAROLINA
COUNTY OF LINCOLN

I, Jean Q. Derby, a Notary Public, certify that Daphne Ingram personally came before me this day and acknowledged that she is the Clerk to the Lincolnton City Council and that by authority duly given and as an act of the City of Lincolnton, a municipal corporation, the foregoing instrument was signed in its name and by the Mayor of the City of Lincolnton, Ed Hatley, sealed with its corporate seal and attested by her, as the Clerk to the Lincolnton City Council.

Witness my hand and official seal this the 24th day of September, 2024.



Jean Q. Derby
Notary Public
My Commission Expires: 4.20.2028



LINCOLN COUNTY

Cathy G. Davis (SEAL)
Cathy G. Davis, Chair

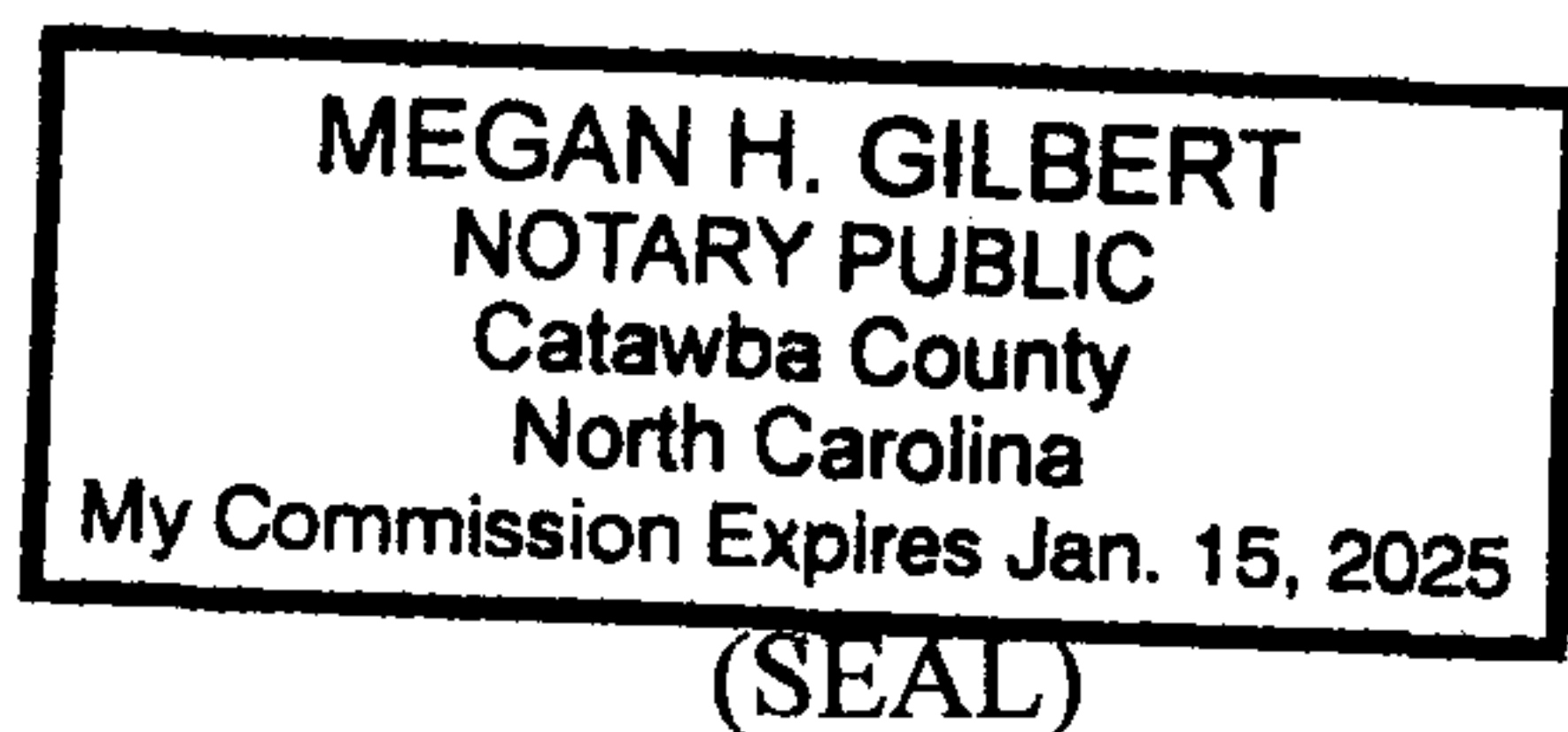
ATTEST:

Jennifer M. Farmer
Jennifer M. Farmer, Clerk

STATE OF NORTH CAROLINA
COUNTY OF LINCOLN

I, MEGAN H. GILBERT, a Notary Public, certify that Jennifer M. Farmer personally came before me this day and acknowledged that she is the Clerk to the Lincoln County Board of Commissioners and that by authority duly given and as an act of Lincoln County, a North Carolina body corporate and politic, the foregoing instrument was signed in its name and by the Chair of the Board of Commissioners, Cathy G. Davis, sealed with its corporate seal and attested by her, as the Clerk to the Lincoln County Board of Commissioners.

Witness my hand and official seal this the 18 day of SEPTEMBER, 2024.



Megan H. Gilbert
Notary Public
My Commission Expires: _____

EXHIBIT A**TRACT 1**

BEING all of that 402.442-acre tract of land as shown and further described in the plat recorded in Book 25 at Pages 88 through 90 in the Lincoln County Public Registry.

The above-described property is currently taxed as multiple separate properties, and the intent of this deed is to also combine the following parcels into one parcel for taxing purposes.

The above-described property contains the following parcels:

<u>Tax Parcel ID</u>	<u>PIN</u>	<u>Deed Book and Page</u>
23549	3664006918	Book 973, Page 520
53363	3654907501	Book 731, Page 801
28519	3653992959	Book 969, Page 390
02077	3653674424	Book 641, Page 26
		Book 639, Page 354
		Book 541, Page 160
		Book 541, Page 156
		Book 541, Page 154
		Book 541, Page 153
55811	3653771656	Book 755, Page 76
02074	3653685666	Book 3250, Page 464
51336	3653682364	Book 894, Page 10
55815	3653799671	Book 751, Page 88
76261	3653694002	Book 1486, Page 257
76260	3653690295	Book 1486, Page 257
23581	3653585228	Book 1486, Page 257
23568	3653487760	Book 1486, Page 257
51845	3653570903	Book 1486, Page 257
81881	3653570522	Book 1503, Page 750
55384	3653551180	Book 857, Page 319
78394	3653442942	Book 1215, Page 863
50249	3653683348	Book 894, Page 7

TRACTS 2 AND 3 (PARCELS 51595 AND 82838)

BEING all and the full contents of Lot Nos. 42 and 43 of MRS. R.H. CALDWELL PROPERTY as to shown, designated and delineated on that certain map as prepared by Gene Ross, Registered Surveyor, dated May 6, 1969 and recorded in Plat Book D on Page 27, Lincoln County Public Registry and by this reference, a description of said lots by metes and bounds is made part hereof as fully as if copied herein in full.

The above-described property was conveyed to the Grantor and Grantee in Book 1668 at Page 799 of the Lincoln County Public Registry.

TRACT 4 (PARCEL 01660)

BEING Lot 55 as shown on an unrecorded Plat prepared by Gene Ross, Registered Surveyor, dated March 31, 1982 entitled "Plot Plan of Home Realty Property," said lot being described in accordance with said plat as follows:

BEGINNING at a point on the Eastern edge of the 60 foot road right of way for Caldwell Circle, a common corner of Lots 54 and 55 and being the northwest corner of Lot 54 and the southwest corner of Lot 55, said beginning point being also located North 29 degrees 35 minutes East 499.65 feet from an old iron the Eastern edge of said right of way at a corner of Ed Munson's property and runs thence, from said beginning point so located, along the eastern edge of the right of way of Caldwell Circle, North 29 degrees 35 minutes East 125.0 feet to a point, corner of Lots 55 and 56; thence the dividing line between said lots South 60 degrees 17 minutes East 240.7 feet to another corner of said lots; thence, the old line, South 17 degrees 15 minutes West 15 feet to an old iron, and thence South 27 degrees 10 minutes West 110.0 feet to a point, corner of Lots 55 and 54; thence the dividing line between said Lots, North 60 degrees 24 minutes West 248.50 feet to the point and place of BEGINNING.

ALSO CONVEYED HEREIN is a right of way over and across opened 60-foot Caldwell Circle, to afford ingress and egress to and from the above described property, as more particularly set out on that certain unrecorded map prepared by Gene Ross, Registered Surveyor, dated March 31, 1982, entitled "PLOT PLAN OF HOME REALTY PROPERTY," as further described on those certain plats recorded in Plat Book C at Page 74 and Plat Book D at Page 27, in the Lincoln County Public Registry.

The above-described property was conveyed to the Grantor and Grantee in Book 855 at Page 768 of the Lincoln County Public Registry.

TRACT 5 (PARCEL 57065)

BEING Lot 57 as shown on an unrecorded Plat prepared by Gene Ross, Registered Surveyor, dated March 31, 1982 entitled "Plot Plan of Home Realty Property," said lot being described in accordance with said plat as follows:

BEGINNING at a point on the Eastern edge of the 60 foot road right-of-way for Caldwell Circle, a common corner of Lots 56 and 57, said beginning point being also located North 29 degrees 35 minutes East 749.65 feet from an old iron on the Eastern edge of said right of way at a corner of Ed Munson's property and runs thence, from said beginning point so located, three calls along the Eastern edge of the right of way of Caldwell Circle as follows: North 29 degrees 35 minutes East 100 feet to a point, North 35 degrees 48 minutes East 42.20 feet to a point and North 78 degrees 45 minutes East 197.59 feet to a point; thence, leaving the Eastern boundary of said 60 foot right of way South 17 degrees 15 minutes West 281.00 feet to a point, corner of Lots 56 and 57; thence with the dividing line between said lots North 59 degrees 29 minutes West 213.42 feet to the point and place of BEGINNING, and being a lot fronting on Caldwell Circle, containing 0.91 acres, more or less.

ALSO CONVEYED HEREIN is a right of way over and across opened 60-foot Caldwell Circle, to afford ingress and egress to and from the above described property, as more particularly set out on that certain unrecorded map prepared by Gene Ross, Registered Surveyor, dated March 31, 1982, entitled "PLOT PLAN OF HOME REALTY PROPERTY," as further described on those certain plats recorded in Plat Book C at Page 74 and Plat Book D at Page 27, in the Lincoln County Public Registry.

The above-described property was conveyed to the Grantor and Grantee in Book 855 at Page 30 of the Lincoln County Public Registry.

TRACT 6 (PARCEL 25262)

All and the full contents of Lot No. 31 of MRS. R. H. CALDWELL PROPERTY, as so shown, designated and delineated on that certain map as prepared by Gene Ross, Registered Surveyor, dated May 6, 1969, and recorded in Plat Book D on Page 27, Lincoln County Public Registry and by this reference a description of said lot by metes and bounds is made a part hereof as fully as if copied in full.

The above-described property was conveyed to the Grantor and Grantee in Book 863 at Page 220 of the Lincoln County Public Registry.

TRACT 7 (PARCEL 26126)

All and the full contents of Lot Number Thirty-Eight (38) of Mrs. R. H. Caldwell Property, as so shown, designated and delineated on that certain plat, as prepared by Gene Ross, Registered Surveyor, dated May 6, 1969, and recorded in Plat Book D, on Page 27, Lincoln County Public Registry, and by this reference, a description of said lot, by metes and bounds, is made a part hereof as fully as if copied herein in full.

SUBJECT TO that certain right-of-way easement in favor of Duke Power Company, executed by R.H. Caldwell and wife, Hessie Caldwell, dated April 12, 1954, and recorded in Book 309 at Page 190 in the Lincoln County Public Registry.

The above-described property was conveyed to the Grantor and Grantee in Book 790 at Page 781 of the Lincoln County Public Registry.

TRACT 8 (PARCEL 27862)

All and the full contents of Lot Number Thirty-Seven (37) of Mrs. R. H. Caldwell Property, as so shown, designated and delineated on that certain plat, as prepared by Gene Ross, Registered Surveyor, dated May 6, 1969, and recorded in Plat Book D, on Page 27, Lincoln County Public Registry, and by this reference, a description of said lot, by metes and bounds, is made a part hereof as fully as if copied herein in full.

SUBJECT TO that certain right-of-way easement in favor of Duke Power Company, executed by R.H. Caldwell and wife, Hessie Caldwell, dated April 12, 1954, and recorded in Book 309 at Page 190 in the Lincoln County Public Registry.

The above-described property was conveyed to the Grantor and Grantee in Book 790 at Page 785 of the Lincoln County Public Registry.

TRACT 9 (PARCEL 28511)

All and the full contents of Lot No. 65 of MRS. R. H. CALDWELL PROPERTY, as so shown, designated and delineated on that certain map as prepared by Gene Ross, Registered Surveyor, dated May 6, 1969, and recorded in Plat Book D on Page 27, Lincoln County Public Registry and by this reference a description of said lot by metes and bounds is made a part hereof as fully as if copied herein in full.

This above-described property was conveyed to the Grantor and Grantee in Book 853 at Page 34 of the Lincoln County Public Registry.

TRACT 10 (PARCEL 27494)

All and the full contents of Lot Number Thirty-Six (36) of Mrs. R. H. Caldwell Property, as so shown, designated and delineated on that certain plat, as prepared by Gene Ross, Registered Surveyor, dated May 6, 1969, and recorded in Plat Book D, on Page 27, Lincoln County Public Registry, and by this reference, a description of said lot, by metes and bounds, is made a part hereof as fully as if copied herein in full.

SUBJECT TO that certain right-of-way easement in favor of Duke Power Company, executed by R.H. Caldwell and wife, Hessie Caldwell, dated April 12, 1954, and recorded in Book 309 at Page 190 in the Lincoln County Public Registry.

The above-described property was conveyed to the Grantor and Grantee in Book 782 at Page 646 of the Lincoln County Public Registry.

Tract 11 (Parcel 01661)

BEING Lot No. 62 as shown on an unrecorded Plat prepared by Gene Ross, Registered Surveyor, dated March 31, 1982 entitled "Plot Plan of Home Realty Property," said lot being described in accordance with said plat as follows:

BEGINNING at a point on the Western edge of the 60-foot road right-of-way for Caldwell Circle, a common corner of Lots 61 and 62 and being the Northeast corner of Lot 61 conveyed December 27, 1994 to Mark D. Lawing, said beginning point also being located North 29 degrees 35 minutes East 650.00 feet from an iron on the Western edge of said right-of-way at a corner of property owned by Larry Taylor and runs thence, from said beginning point so located, along the Western edge of the right-of-way of Caldwell Circle, North 29 degrees 35 minutes East 190.00 feet to a point; thence continuing along the western edge of the right-of-way of Caldwell Circle, North 78

degrees 45 minutes East 73.00 feet to a point in old line with Leon Lewis Property; thence along the common line with Leon Lewis Property, North 65 degrees 14 minutes West 268.21 feet to a point in another old line; thence the old line, South 26 degrees 24 minutes West 212.50 feet to an iron, a common corner of Lots 61 and 62; thence the dividing line between said Lots South 58 degrees 30 minutes East 198.95 feet to the point and place of BEGINNING, and being Lot No. 62 fronting on Caldwell Circle for 263.00 feet, containing 1.07 acres, more or less.

ALSO CONVEYED HEREIN is a right-of-way over and across opened 60-foot Caldwell Circle, to afford ingress and egress to and from the above-described property, as more particularly set out on that certain unrecorded map prepared by Gene Ross, Registered Surveyor, dated March 31, 1982, entitled "PLOT PLAN OF HOME REALTY PROPERTY" and as further described on those two certain plats recorded in Plat Book C at Page 74 and Plat Book D at Page 27, in the Lincoln County Public Registry.

Tract 12 (Parcel 29046)

All and the full contents of Lot No. 66 of MRS. R. H. CALDWELL PROPERTY, as so shown, designated and delineated on that certain map as prepared by Gene Ross, Registered Surveyor, dated May 6, 1969, and recorded in Plat Book D on Page 27, Lincoln County Public Registry and by this reference a description of said lot by metes and bounds is made a part hereof as fully as if copied herein in full.

The above-described property was conveyed to the Grantor and Grantee in Book 852 at Page 489 of the Lincoln County Public Registry.

Tract 13 (Parcel 29465)

All and the full contents of Lot Numbered Thirty-Nine (39) and Forty (40) of Mrs. R.H. Caldwell Property, as so shown, designated and delineated on that certain plat, as prepared by Gene Ross, Registered Surveyor, dated May 6, 1969, and recorded in Plat Book D at Page 27, Lincoln County Public Registry, and by this reference, a description of said lot, by metes and bounds, is made a part hereof as if copied herein in full.

SUBJECT to those Protective Covenants dated April 27, 1963, recorded in Book 395 at Page 466, Lincoln County Public Registry, and that certain easement for a right-of-way in favor of Duke Power Company, executed by R.H. Caldwell and wife, HESSIE CALDWELL, dated April 12, 1954, recorded in Book 309 at Page 190 of the Lincoln County Public Registry.

The above-described property was conveyed to the Grantor and Grantee in Book 790 at Page 779 of the Lincoln County Public Registry.

Tract 14 (Parcel 28063)

All and the full contents of Lots Nos. 34 and 35 of MRS. R. H. CALDWELL PROPERTY, as so shown, designated and delineated on that certain map as prepared by Gene Ross, Registered Surveyor, dated May 6, 1969, and recorded in Plat Book D, on Page 27, Lincoln County Public

Registry and by this reference a description of said lots by metes and bounds is made a part hereof as fully as if copied herein in full.

The foregoing described lots of land being a part of and carved out of those certain lands as conveyed to R. H. Caldwell and wife, Hessie Caldwell, by deed from North Carolina Joint Stock Land Bank Corporation of Durham, existing and created under an Act of Congress "the Federal Farm Loan Act," dated February 26, 1937, and recorded in Book 191 on Page 308 of the Lincoln County Public Registry.

SUBJECT to that certain right of easement in favor of Duke Power Company executed by R.H. Caldwell and wife, Hessie Caldwell, dated April 12, 1954, and recorded in Book 309 on Page 190 of the Lincoln County Public Registry.

The above-described property was conveyed to the Grantor and Grantee in Book 790 at Page 371 of the Lincoln County Public Registry.

Tract 15 (Parcel 29513)

All and the full contents of Lots Nos. 32 and 33 of MRS. R. H. CALDWELL PROPERTY, as so shown, designated and delineated on that certain map as prepared by Gene Ross, Registered Surveyor, dated May 6, 1969, and recorded in Plat Book D on Page 27, Lincoln County Public Registry and by this reference a description of said lot by metes and bounds is made a part hereof as fully as if copied herein in full.

The above-described property was conveyed to the Grantor and Grantee in Book 854 at Page 339 of the Lincoln County Public Registry.

Tract 16 (Parcel 29514)

Being all those certain lots of land located in Ironton Township, Lincoln County, North Carolina, and being more particularly described in accordance with an actual survey prepared by Raymond T. Buckner, Jr., Registered Surveyor, dated February 10, 1994, as follows:

BEGINNING at a point on the old line, said point being the southwest corner of Lot 65 and the Northwest corner of Lot 64 of the R.H. Caldwell Property as so shown on that certain map prepared by Gene Ross, Registered Surveyor, dated May 6, 1969 and recorded in Plat Book D at Page 27 in the Lincoln County Public Registry, and runs from said beginning point a division line between Lots 64 and 65, South 66 degrees 48 minutes 41 seconds East 210.00 feet to a point in the street; thence two lines with the street as follows: South 09 degrees 31 minutes 19 seconds West 160.00 feet to a point; and South 05 degrees 46 minutes 19 seconds West 50.00 feet to another point in street, being the southeast corner of Lot 64 and the Northeast corner of Lot 63; thence continuing with the street South 5 degrees 46 minutes 19 seconds West 150.00 feet to a point where said street intersects the northern edge of the right of way of 60 foot Caldwell Circle; thence with the right of way of Caldwell Circle South 82 degrees 10 minutes 54 seconds West 69.05 feet to another point on the northern edge of the right of way of Caldwell Circle; thence leaving the road North 65 degrees 14 minutes West 268.21 feet to a point in the old line; thence with the old line North 26

degrees 11 minutes 19 seconds East 137.50 feet to a point, said point being the northwest corner of Lot 63 and the southwest corner of Lot 64 in said subdivision; thence North 26 degrees 11 minutes 19 seconds East 237.50 feet to the point of BEGINNING, being all of Lot 64 and the northern portion of 63 of the R.H. CALDWELL PROPERTY, as described in a map recorded in Plat Book D at Page 27 in the Lincoln County Public Registry.

The above-described property was conveyed to the Grantor and Grantee in Book 865 at Page 779 of the Lincoln County Public Registry.

Tract 17 (Parcel 02864)

BEGINNING at a point in the centerline of State Road No. 1369, where the centerline of State Road No. 1370 intersects with the centerline of State Road No. 1369; and runs, from said beginning point, with the centerline of State Road No. 1370, North 72 degrees 53 minutes East 229.92 feet to a point; thence, continuing with the centerline of State Road No. 1370, North 89 degrees 18 minutes East 165.10 feet to a point in the centerline of said road, a corner with Ray Mozeley property; thence, leaving the road and running with the line of Ray Mozeley property, South 34 degrees 10 minutes West 564.21 feet to an existing iron pin and South 34 degrees 04 minutes West 133.06 feet to a new iron pin; thence, North 55 degrees 56 minutes West 16.94 feet to a point in the centerline of State Road No. 1369; thence, continuing with the centerline of State Road No. 1369, the following courses and distances: North 06 degrees 55 minutes East 100.00 feet; North 06 degrees 03 minutes East 100.00 feet; North 05 degrees 25 minutes East 100.00 feet; North 00 degrees 37 minutes West 100.00 feet; and North 05 degrees 54 minutes West 100.00 feet to the point and place of BEGINNING, containing 2.31 acres, more or less, and described in accordance with a survey prepared by Raymond T. Buckner, Jr., Buckner & Associates, P.A., Registered Land Surveyors, dated July 8, 1985.

The above-described property was conveyed to the Grantor and Grantee in Book 635 at Page 136 of the Lincoln County Public Registry.

Tract 18 (Parcel 27238)

BEGINNING at an existing iron pin in the line of the Lincolnton-Lincoln County Airport, a corner with William Foster, said point being located South 12 degrees 43 minutes 06 seconds East 418.26 feet from another corner with the Lincolnton-Lincoln County Airport and runs from said beginning point two lines with William Foster as follows: North 79 degrees 36 minutes 09 seconds East 382.49 feet to an iron pin at a pine stump; thence North 59 degrees 34 minutes 44 seconds East 249.37 feet to an iron, a corner with John E. Wilson; thence with the line of John E. Wilson South 48 degrees 25 minutes 24 seconds East 167.36 feet to an existing iron pin on the west edge of the right of way of State Road No. 1475; thence a line in State Road No. 1475 South 26 degrees 10 minutes 36 seconds West 470.35 feet to an existing iron pin in State Road No. 1475; thence leaving the road North 29 degrees 56 minutes 09 seconds West 35.08 feet to an iron, a corner with Jackie Maddox; thence with the line of Jackie Maddox North 29 degrees 56 minutes 09 seconds West 100.00 feet to an iron, a corner with Jeffrey Sellers; thence North 29 degrees 55 minutes 04 seconds West 100.08 feet to an existing iron pin; thence South 59 degrees 45 minutes West 163.46 feet to an existing iron pin; thence North 12 degrees 57 minutes 10 seconds West 52.64 feet to an existing

iron pin; thence a line through a pond North 55 degrees 19 minutes 04 seconds West 290.20 feet to the point of BEGINNING, containing 3.664 acres.

LESS AND EXCEPT that 1.074 acres fully described and conveyed to Leonard R. Cornwell on January 22, 2001 in Book 1215 at Page 866 of the Lincoln County Public Registry.

The above-described property was conveyed to the Grantor and Grantee in Book 857 at Page 319 of the Lincoln County Public Registry.

Tract 19 (Parcel 83537)

BEGINNING at a point lying North 03 degrees 49 minutes 41 seconds West 144.46 feet and North 05 degrees 54 minutes 15 seconds East 545.88 feet of an existing iron pipe in the 60-foot right-of-way of Highway 73, said existing iron pipe marking the southeasterly corner of the property of Clyde Peeler, Jr. and Wanda Faye W. Peeler (Book 357, Page 575); thence from said BEGINNING point along the easterly boundary of Fee Simple Area "A" the following two (2) courses and distances: (1) North 05 degrees 54 minutes 15 seconds East 244.14 feet; and (2) North 03 degrees 09 minutes 15 seconds East 511.50 feet; thence along the boundary of the property of Lincoln County (Book 1050, Page 89) the following two (2) courses and distances: (1) South 84 degrees 00 minutes 00 seconds East 132.00 feet; and (2) South 02 degrees 24 minutes 15 seconds West 549.78 feet; thence a new line in the property of the Grantors South 39 degrees 52 minutes 11 seconds West 252.09 feet to the point and place of BEGINNING.

This description is in accordance with a survey and plat entitled "Easement Acquisition Survey for Lincolnton-Lincoln County Airport Authority" prepared by W.K. Dickson dated November 1998, incorporated herein by reference and a copy of which is attached to the below referenced deed.

The above-described property was conveyed to the Grantor and Grantee in Book 1781 at Page 495 of the Lincoln County Public Registry.

Tract 20 (Parcel 84070)

BEGINNING at a new #4 pin lying North 31 degrees 54 minutes 49 seconds East 179.80 feet and North 31 degrees 40 minutes 08 seconds East 994.98 feet of a #4 rebar on the northeasterly boundary of the 60-foot right-of-way for N.C. Highway #73 and being the common corner of Maria Ricotta (Book 1175, Page 119) and the Grantors; thence from said beginning point along the easterly boundary of the property of said Maria Ricotta North 31 degrees 40 minutes 08 seconds East (passing a new #4 rebar at 347.02 feet) a total distance of 940.43 to a 1" pipe; thence along the westerly boundary of Lincoln County (Book 790, Page 783; Book 790, Page 779; Book 1050, Page 98; and Book 852, Page 489) South 25 degrees 23 minutes 52 seconds West 1432.55 feet; thence a new line in the property of the Grantors North 53 degrees 29 minutes 19 seconds West 104.69 feet to the point and place of BEGINNING, containing 1.126 acres, more or less.

This description is in accordance with a survey and plat entitled "Physical Survey for Lincolnton-Lincoln County Regional Airport Runway 5 Aviation Easement and Fee Simple Acquisition

Areas” prepared by Ronnie Dedmon Surveyors, P.A., dated January 5, 2005, incorporated herein by reference and a copy of which is attached to the below referenced deed.

The above-described property was conveyed to the Grantor and Grantee in Book 1695 at Page 169 of the Lincoln County Public Registry.

Tract 21 (Parcel 82802)

BEGINNING a point lying North 28 degrees 57 minutes 57 seconds East 75.72 feet from the most easterly corner of the property of Nancy C. Lewis (Book 499, Page 134) and the most southerly corner of the property of Joe S. Wilson and Hazeline Wilson (Book 547, Page 816); thence from said BEGINNING point along the southeasterly boundary of the property of said Joe S. Wilson and Hazeline Wilson and the property of Lincoln County (Book 863, Page 220) North 28 degrees 57 minutes 57 seconds East 295.26 feet; thence along the easterly boundary of the property of Lincoln County (Book 854, Page 339; and Book 790, Page 370) the following four (4) courses and distances: (1) North 02 degrees 42 minutes 57 seconds East 264.00 feet; (2) North 19 degrees 43 minutes 57 seconds East 275.50 feet; (3) North 08 degrees 45 minutes 57 seconds West 220.57 feet; and (4) North 12 degrees 06 minutes 53 seconds East 51.70 feet; thence along the southerly boundary of the property of Lincoln County (Book 1050, Page 89) South 66 degrees 45 minutes 00 seconds East 60.07 feet; thence along the westerly boundary of the property of Verona Hovis Harrill and W.C. Harrill the following two (2) courses and distances: (1) South 03 degrees 09 minutes 15 seconds West 511.50 feet and (2) South 05 degrees 54 minutes 15 seconds West 244.14 feet; thence a new line in the property of Clyde Junior Peeler and Wanda Faye W. Peeler South 39 degrees 52 minutes 11 seconds West 355.18 feet to the point and place of beginning.

This description is in accordance with a survey prepared by J. Jeffrey Cobb, Surveyor, dated November 1998, incorporated herein by reference and a copy of which is attached to the below referenced deed.

The above-described property was conveyed to the Grantor and Grantee in Book 1595 at Page 153 of the Lincoln County Public Registry.

Tract 22 (Parcel 28992)

All and the full contents of Lot Number Forty-One (41) of Mrs. R.H. Caldwell Property, as so shown, designated and delineated on that certain plat, as prepared by Gene Ross, Registered Surveyor, dated May 6, 1969, and recorded in Plat Book D at Page 27, Lincoln County Public Registry.

SUBJECT TO those Protective Covenants dated April 27, 1963, recorded in Book 395 at Page 466 of the Lincoln County Public Registry, and that certain easement for a right-of-way in favor of Duke Power Company executed by R.H. Caldwell and wife, Hessie Caldwell, dated April 12, 1954, recorded in Book 309 at Page 190 of the Lincoln County Public Registry.

The above-described property was conveyed to the Grantor and Grantee in Book 790 at Page 783 of the Lincoln County Public Registry.

Tract 23 (Parcel 74143)

BEING all that certain parcel of land located in Ironton Township, Lincoln County, North Carolina and being more particularly described in accordance with an actual survey prepared by Mark D. Wingate, Registered Surveyor, dated April 9, 1998 as follows:

BEGINNING at an iron pin, an old corner with the Paul and Verona Harrill Heirs, said point being located North 02 degrees 24 minutes 15 seconds East 1403.32 feet from an iron pin on the north edge of the right-of-way of N.C. Highway No. 73, and runs from beginning point North 84 degrees West 132.00 feet to an iron; thence North 66 degrees 45 minutes West 60.07 feet to an iron; thence North 02 degrees 51 minutes 24 seconds West 307.07 feet to iron; thence North 03 degrees 23 minutes 36 seconds East 187.00 feet to an iron; thence North 27 degrees 53 minutes 36 seconds East 206.00 feet to an iron; thence North 10 degrees 08 minutes 36 seconds East 210.00 feet to an iron; thence North 04 degrees 38 minutes 36 seconds East 255.08 feet to a point in the center of the Mississippi Branch; thence with the center of the branch seven calls as follows: (1) North 81 degrees 46 minutes 35 seconds East 14.22 feet; (2) North 69 degrees 33 minutes 59 seconds East 71.42 feet; (3) North 63 degrees 12 minutes East 128.65 feet; (4) North 59 degrees 37 minutes 07 seconds East 65.59 feet; (5) North 45 degrees 46 minutes 10 seconds East 36.81 feet; (6) North 64 degrees 28 minutes 52 seconds East 55.74 feet; and (7) North 51 degrees 07 minutes 25 seconds East 42.03 feet to another point in the center of said branch; thence leaving the branch South 11 degrees 22 minutes 04 seconds East 191.31 feet to an iron; thence continuing South 11 degrees 22 minutes 04 seconds East 515.73 feet to an iron; thence South 06 degrees 51 minutes 18 seconds East 561.48 feet to an iron, a new corner; thence a new line South 39 degrees 52 minutes 11 seconds West 864.87 feet to an iron in the old line; thence with the old line North 02 degrees 24 minutes 15 seconds East 546.79 feet to the point of BEGINNING, containing 19.47 acres, more or less.

The above-described property was conveyed to the Grantor and Grantee in Book 1050 at Page 98 of the Lincoln County Public Registry.



LINCOLNTON
AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council
Date: January 9, 2025
From: Ritchie Haynes, City Manager
Subject: Manager's Report / Activity Update

Summary:

Background:

Fiscal Impact:

Recommendation:

Attachments:

None