



**LINCOLNTON
AGENDA
June 26, 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

- June 5, 2025 - Regular Meeting Minutes
- Lincoln County Tax Department Releases - May 16 through June 15, 2025
- Proclamation - "Park and Recreation Professionals Day"

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. REGULAR AGENDA

2a (C-16-25) Consideration of Agreement Between the City of Lincolnton and Utility Service Partners Privat Label, Inc. dba Service Line Warranties of America

Scott Clark, Assistant City Manager

2b (C-17-25) Global Payments Contract - credit card processor

David Ramsey, Business Services Director

2c City Hall HVAC upgrade

David Ramsey, Business Services Director

3. REGULAR AGENDA

3a Auto-Pay Decline Policy

David Ramsey, Business Services Director

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

3b (C-18-25) SAAS-001 Contract for SAAS Protection-Google

Chris Jones, Technology & Innovation Director

3c (C-19-25) SAAS-002 Google Workspace- 3 YR Renewal

Chris Jones, Technology & Innovation Director

4. REGULAR AGENDA

4a (BA-07-25) Budget Amendment to the Annual Budget Ordinance for the fiscal year ending June 30, 2025

Pamela McBryde, Finance Director

4b Consideration of Approval of "Letter of Intent" to Purchase a New Way Automated Trash Truck

Nathan Eurey, Public Services Director

4c (R-06-25) Consideration of Adoption of a Resolution Opposing Senate Bill 205(2025 Session), Edition 3.

Jean Derby, Planning Director

5. REGULAR AGENDA

5a Approval of Amended Schedule of Fees

Jean Derby, Planning Director

5b (C-20-25) Consideration of Approval of a Information Security Agreement

Scott Clark, Assistant City Manager

5c (C-21-25) Approval of Master Agreement Between the City of Lincolnton and Lincoln County

Ritchie Haynes, City Manager

6. OTHER BUSINESS

6a Consideration of Request from the Rotary Club of Lincolnton - Peace Pole Project

Ritchie Haynes, City Manager

6b City Manager's Update/Activity Report

Ritchie Haynes, City Manager

NEWS MEDIA

CLOSED SESSION

In accordance with G.S. 143-318.11(a)(5) - To discuss Property Acquisition

ADJOURNMENT

REGULAR MEETING – June 5, 2025

The Lincolnton City Council met in Regular Session on Thursday, June 5, 2025, 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 JOHNSON TIPTON JETTON

Mayor Ed Hatley called the June 5th City County meeting to order, asking all to rise for a moment of silence, followed by the pledge of allegiance.

Prior to acting on approving the Regular Agenda, Councilmember Kevin Demeny requested that Mother's Day, Father's Day and Memorial Day be recognized and added to the yearly calendar by way of proclamations going forward.

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

Mayor Ed Hatley announced that as requested, he extended to each of the council members an invitation to join him in attending the Juneteenth celebration at Tuckers Grove Campground.

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

- May 1, 2025 – Regular Meeting Minutes
- Lincoln County Tax Department – Request for Release for April 16, 2025 through May 15, 2025
- C-11-25 – Approval of Recommendations for Chemical Bid Contracts
- C-12-25 – Approval of Contract between the City of Lincolnton and the Lincolnton Housing Authority
- Order of Collection for Fiscal Year 2025-2026

Members voted 4-0 in favor of the motion.

Councilmember Keven Demeny made a motion to observe the three days mentioned earlier, (Mother's Day, Father's Day and Memorial Day adding Veteran's Day) making it a part of the calendar. Members voted 4-0 in favor of the motion.

PUBLIC COMMENT

Mayor Ed Hatley opened the floor for public comments. Three individuals signed up to speak under the public comment portion of the meeting. Gunny Hoyle, Trent Mason and Gaige Beal.

PUBLIC HEARING

ZMA-3-2025

Application from Bugg Busters, LLC requesting the rezoning of 0.54 acres from General Business Conditional District-GB (CD) to the Planned Business (PB) District. The subject property is located at 799 West Highway 27 (Parcel ID 17410)

Mayor Ed Hatley opened the public hearing and recognized Jean Derby, Planning Director, to speak to the item. Ms. Derby reviewed the request before the council. She provided some history regarding current zoning and explained why it needs return to a Planned Business District. She displayed an aerial, as well as street views of the property. She also reminded members that regular map amendments are approved based on any use that would be allowed in that district. In terms of Land Use Plan Compliance, the property is already in the Planned Business Planning area, therefore it is consistent with what the Land Use Plan has currently and would not need to be amended.

Ms. Derby went over the statements of reasonableness and consistency for both approval and denial. She informed Council that the Planning Board voted 6-0 in favor of recommending approval of rezoning from General Business Conditional District back to Planned Business and approval of the Statement of Consistency for approval of the zoning map amendment. In response to a question from Councilmember Demeny, Ms. Derby explained what is meant by uses subject to prescribed standards and tattoo studios.

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

Councilmember Kevin Demeny made a motion to approve the Planning Boards recommendation. Members voted 4-0 in favor of the motion.

ZTA-3-2025

**Zoning Text Amendments to Chapter 153 Unified Development Ordinance
and Chapter 152 Food Damage Prevention**

Mayor Ed Hatley opened the public hearing. Planning Director Jean Derby presented the proposed amendments, explaining that the model ordinance for Flood Damage Prevention that was previously adopted contained a section regarding situations with recreational vehicles was overlooked. Ms. Derby stated that since the City does not allow recreational vehicles to be used for residential, they are requesting that section be stricken from the Ordinance so that the Flood Damage Prevention ordinance lines up with the City's Zoning Ordinance.

Ms. Derby also recommended a new section regarding subdivision plates. She explained that this section will give a definition for what the plat is, as well as explain what certificates are required to be on the plate. Ms. Derby stated that this will help when working with surveyors and also help with organization and simplifying the ordinance, making it more user friendly. In conclusion, she presented and reviewed the proposed Statement of Consistency.

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

Councilmember Mark Johnson made a motion to approve the zoning text as presented and as recommended by the Planning Board. Members voted 4-0 in favor of the motion.

O-02-25

Consideration/Approval of the Proposed 2025-2026 Fiscal Year Budget

Note: Action on this item, after closing the Public Hearing, includes adopting the Budget Ordinance, the 2025-2026 Schedule of Fees and the 2025-2026 Salary Schedule and Schedule of Budgeted Positions

Mayor Ed Hatley opened the public hearing and recognized City Manager Ritchie Haynes to present the proposed 2025-2026 Fiscal Year Budget for consideration and approval. Mr. Haynes spoke to the process and statutory requirements with the approving budget. He explained that although the budget does not have to be adopted until June 30th, his recommendation was to take action at this meeting.

Mayor Ed Hatley opened the floor for anyone wishing to speak to the budget. (No one requested to speak) Mr. Haynes reminded Council that the proposed budget does

REGULAR MEETING – June 5, 2025

not increase the tax rate or the electric rate. He stated that the only rate increase will be to the City's higher water users. He continued stating that the only use of fund balance is for major capital projects which have been planned for. Mr. Haynes specified that the budget is balanced on revenue. In conclusion, Mr. Haynes thanked everyone for their hard work during the process. He offered to answer any questions.

Councilmember Kevin Demeny and Mayor Ed Hatley commented and expressed their approval with the work done and the proposed budget. In response to a question from Councilmember Roby Jetton, City Manager Ritchie Haynes explained that anything but the tax rate can be changed. He emphasized that amendments to the budget are allowed throughout the year if needed.

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

Councilmember Kevin Demeny made a motion to approve the Budget Ordinance. Members voted 4-0 in favor of the motion.

Councilmember Roby Jetton made a motion to approve the 2025-2026 Schedule of Fees. Members voted 4-0 in favor of the motion.

Councilmember Jill Tipton made a motion to approve the 2025-2026 Salary Schedule and the Schedule of Budgeted Positions. Members voted 4-0 in favor of the motion.

REGULAR AGENDA

Consideration for Implementation of the NC Public Employee Deferred Compensation Plan (NC457)

Human Resources Director Tanya Osborne presented a request to Council asking permission to implement a NC457 plan as an additional benefit to City employees. Ms. Osborne explained that City is currently members in the NC 401K plan but would like to offer another savings vehicle to employees regarding retirement. She stated that a resolution will need to be adopted by Council but that the city would not be contributing any funds.

Councilmember Jill Tipton made a motion to approve the item as presented by Tanya for deferred compensation. Members voted 4-0 in favor of the motion.

P-06-25

Consideration of Policy Revision Article VI Section 14 Education Involvement

Human Resources Director Tanya Osborne presented a request to amend the City's current Education Involvement Policy to include colleges. Ms. Osborne explained that educational facilities are defined in the General Statute, but the definition does not include colleges. In response to a question from Councilmember Demeny, Ms. Osborne stated that the General Statute also defines who is an actual parent of the child.

Councilmember Kevin Demeny made a motion to approve the Education Involvement of employees. Members voted 4-0 in favor of the motion.

P-07-25

Consideration of Policy Change Related to New Hires Probationary Period

Human Resources Director Tanya Osborne addressed the Council requesting an amendment to extend the general employee new hires probationary period to 12 months. Ms. Osborne explained that this change will create consistency through all departments. It will also allow enough time to determine if an employee is a good fit for the department. She emphasized this change will be not hires only, and would not impact a promotions of employees who are already regular employees.

Ms. Osborne also addressed the yearly compression adjustment section, requesting it be removed so that there is no a six-month probation requirement.

Councilmember Mark Johnson made a motion to approve the probationary period if employment under the personal policy. Members voted 4-0 in favor of the motion.

Councilmember Jill Tipton made a motion to approve the yearly compression adjustment. Members voted 4-0 in favor of the motion.

P-08-25

Consideration for Policy Revision Article VI Section 3 – Vacation Leave

Human Resources Director presented a request to change the schedule for vacation leave accruals currently in place for the City of Lincolnton employees so that it is

REGULAR MEETING – June 5, 2025

comparable to what is in the marketplace with other local government entities. She spoke to the recommended accrual schedule and explained the thought process for the breakdown in the beginning and at the end. In conclusion she recommended that the proposed vacation schedule from the strategic planning committee be approved.

Councilmember Roby Jetton made a motion to approve the change in the vacation leave policy. Members voted 4-0 in favor of the motion.

BA-06-25

Approval of an Amendment to the Annual Budget Ordinance for the fiscal year ending June 30, 2025

Finance Director Pamela McBryde presented a budget amendment to add \$1,142,011 to the budget. Ms. McBryde reviewed the request as follows:

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

General Expense	\$	922,588
Police	6,257	
Fire	3,400	
Solid Waste	4,607	
Planning/Zoning	2,425	
Recreation	16,065	
	\$	<u>955,342</u>

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

General: Ad Valorem Levy	\$	49,140
General: Prior Year Taxes		3,470
General: Local Sales & Use Tax		400,000
General: Alcohol/Beverage Tax		2,919
SW: Disposal Tax		2,047
SW: Rollout Fees		2,560
General: Cemetery Lot Sales		10,400
PD: Officers Fees		320
PD: Inspection Fees		625

REGULAR MEETING – June 5, 2025

PD: Misc. Revenue	5,312
P&Z: Zoning Department Fees	2,425
FD: Inspection Fees	3,400
Rec: Registration & Entry Fees	15,067
Rec: Sponsorships	250
Rec: Rental Fees	548
General: Interest	42,561
General: Miscellaneous Other Revenue	33,239
General: Insurance Settlement	3,282
General: WEX-Fuel Rebates	515
General: S.A.C.-Special Projects	660
Rec: Veterans Banner Project	200
General: Federal Equitable Deposits	2,035
Loan Proceeds	374,367
	\$ 955,342

General Fund: Ad Valorem and Prior Year taxes, FEMA: Cat B-798326; Misc Revenues for the Parks & Recreation, Police, Fire, P&Z and Solid Waste departments, Hollybrook Cemetery sales, Interest income, Insurance/Repair Settlements from: (1) NCLM-SW truck damage-hit & run, (2) NCLM-Police Office Mario Telles driveway accident, Wex fuel rebates, Enterprise Rentals-Lease Program GASB 87, Veteran Banners Project, & Federal

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

Powell Bill Construction/Other	\$ 3,377
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Section 4: To amend the Powell Bill Fund, the revenues are to be changed as follows:

Investment Income	\$ 3,377
	\$ 3,377

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	\$ 48,109
Wastewater Treatment Plant	35,944
	\$ 84,053

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

Investment Income	\$ 35,944
Connection Charges	11,880
Other Operating Revenues	36,229
	\$ 84,053

REGULAR MEETING – June 5, 2025

Water and Sewer Fund: DebtSetoff Collections, Charter Communications rental fees, miscellaneous fees, FEMA-Projects: (1) Cat B-798326; (2) Cat F-808646, Insurance settlement, National General, hydrant replacement, and Interest income earned

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

Electric Operations	\$	99,240
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Section 8: To amend the Electric Fund, the revenues are to be changed as follows:

Investment Income	\$	36,102
Electric Sales		3,473
Other Operating Sources		59,665
	\$	99,240

Electric Fund: FEMA: Cat B-798326, Carolina Elite Builders Meter fees, Interest income earned, Default Fees, and Utility receivables-Debt Setoff reimbursement.

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

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

TOTAL AMENDMENT	\$	1,142,011
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Councilmember Kevin Demeny made a motion to approve the budget amendment as presented. Members voted 4-0 in favor of the motion

C-13-25

Renewal Option for Time Clock Plus

Finance Director Pamela McBryde addressed the Council to request the renewal of the City's Time Clock Plus contract. Ms. McBryde explained that Time Clock Plus is the payroll system that the City uses to calculate employees time which employees use to clock in and out. She stated that although this is normally an automatic renewal, because this request is for a five-year renewal, Council approval is needed. Ms. McBryde stated that if approved, the City will save about \$29,000 over the five year period.

Councilmember Mark Johnson made a motion to approve the Time Clock Plus renewal option. Members voted 4-0 in favor of the motion.

C-14-25 & C-15-25

Consideration of Approval of Body Camera's and Dash Camera's

Mayor Ed Hatley recognized Police Chief Brian Greene spoke to this item. Chief Greene stated that the current body camera contract is due to expire. He explained that after researching a number of different companies, Axon submitted the best price. Body Camera's quoted at \$187,693.71 before tax, spread out over five years.

Continuing, Chief Greene spoke to the request regarding the addition of dash camera's to the vehicles. He explained that officers are no longer equipped with a shoulder camera to allow them to see out of the vehicle. Therefore, for liability purposes, he is requesting to purchase front-facing dash cameras for traffic stops, with a rear camera's providing a view of the prisoner transport unit. Chief Greene reported a total cost of the contract before tax of \$ 364,972.11, (with dash Camera's quoted at \$177,278.40 before tax). He reiterated this being a five-year contract and talked about the additional benefits the department would gain from this equipment.

In conclusion, Chief Greene reported that a payment will need to be made out of this fiscal years budget to eliminate the need for an increase to the departments budget next fiscal year. In response to a question from Councilmember Demeny, Chief Greene stated that unexpended funds from this years budget would be used to make that initial payment.

Councilmember Kevin Demeny made a motion to approve the contract for the body camera's. Members voted 4-0 in favor the motion.

Councilmember Jill Tipton made a motion to approve the contract for the dash camera's. Members voted 4-0 in favor of that motion.

OTHER BUSINESS

City Manager's Update / Activity Report

City Manager Ritchie Haynes began his report by mentioning several dates to keep in mind, as well as thanking Innovations and Technology Director Chris Jones for his work with Everbridge which will be utilized to provide all reverse 911 messages to the citizens. He reminded anyone who did not get a recycling message will need to sign up for the service. Mr. Haynes mentioned the next council meeting on June 26th, which is also the date for Alive After Five concert. He spoke to the Strategic Plan and

REGULAR MEETING – June 5, 2025

reviewed the concept of having a fall workshop to review the strategic plan items, as well as policies and procedures. Mr. Haynes asked members to provide him with their availability from mid- September to the end of October, so that he can schedule day for that work session.

Mr. Haynes announced that the City's summer intern, Miss Megan Carroll, who is a rising sophomore at Chapel Hill, will be working on a survey for citizens to update the City's strategic plan. He explained that since the plan is ten year old, he would like to confirm that the four goals initially identified are still the goals the citizens feel are the most important.

Lastly, Mr. Haynes presented a request for Council to adopt a Resolution to be submitted to the NCDOT for signature events road closures. Mr. Haynes reminded members of the process followed in the past, to close and maintain the street when the City has hosted special events on East Main Street and the Court Square. He stated that he recently learned from DOT staff that because the City is a government entity, NCDOT will allow the governing board to adopt a resolution that identifies the events and includes specific details related to the events. Mr. Haynes explained what adopting the resolution would cover and pointed out how this will streamline the process for staff.

Councilmember Mark Johnson made a motion to approve the Resolution for the City Council to submit events and road closures to the DOT on an annual basis. Members voted 4-0 in favor of the motion.

City Attorney's Report

City Attorney John Friguglietti reviewed the items listed on the activity report provided to members. He gave an update on pending litigation and the two issues involving the tax office. Mr. Friguglietti also expressed his advisory opinions on a number of issues and also updated members on the work he is doing for two items he identified as being back by the City. He announced the upcoming cruise-in on Friday, June 13th, reminding Council that the fund raised benefits the treatment court. He also spoke to the Lincolnton Cruise-in Incorporated, the nonprofit that has been set up to manage the funds donated through the cruise-in. Mr. Friguglietti talked about his plans for a Halloween event to be held on Friday, October 31st on Water Street.

In response to a question from Jetton Councilmember, discussion was generated regarding door-to-door solicitations. Councilmembers voiced their concern, and their opposition to making any changes to the City's ordinance. The City Attorney

confirmed that the City's Ordinance has not be changed, and door-to-door solicitation is still prohibited in the City limits. He and the City Manager addressed the difference between First Amendment rights/freedom of speech and solicitation. Mr. Friguglietti stated that no trespassing signs can be used to deter individuals from coming onto your property.

NEWS MEDIA

Mayor Ed Hatley opened up the floor for questions from the news media. Mr. Mike Powell asked several questions regarding the budget, which were addressed by City Manager Ritchie Haynes. A reporter from LEAP News also asked a question regarding the proposed budget which was addressed and answered by City Manager Ritchie Haynes.

CLOSED SESSION

In accordance with G.S. 143-318.11(a)(4) – To Discuss Industry and Business Location and Expansion

Councilmember Roby Jetton made a motion to enter into closed session. Members voted 4-0 in favor of the motion.

Upon returning to Open session, City Attorney John Friguglietti spoke to the Council about forming a Citizen Advisory board as a way to get more community involvement. He stressed that this board would be different than the Homeless Task Force in that it will be made up of six to twelve individuals that will make recommendations in an advisory capacity. Discussion was generated relating to the purpose and intent of the board. There was also discussion regarding recruiting members and initial appointment terms. City Manager Ritchie Haynes suggested that the group go through a leadership academy of sorts prior to getting to their main purpose, to learn about how city government operates at each department level. Mr. Friguglietti stressed that his ultimate goal is to educate the public to the extent that we can. Council members were receptive of the idea and in favor of creating the board.

Mr. Friguglietti informed that he would volunteer as a liaison for City Council. He provided a draft copy of a set of bylaws for Council to review, stating that he would prepare and present a finale draft at the next meeting.

ADJOURNMENT

There being no further business, Councilmember Roby Jetton made a motion to adjourn the meeting. Members voted 4-0 in favor of the motion.

DAPHNE INGRAM, CMC
CITY CLERK

ED HATLEY
MAYOR

DRAFT

PERIOD COVERED

May 16, 2025 through June 15, 2025

CITY RELEASES LESS THAN \$100

NAME	YEAR	DIST	A/C NO	AMOUNT	REASON
Stowe Carpets	2024	22	36296	\$60.66	Closed prior to 2024

SUBMITTED BY:

Susan Sain

DATE: 6/20/2025

SUSAN SAIN , TAX ADMINISTRATOR

APPROVED BY:

DATE:

RICHARD HAYNES , CITY MANAGER

PERIOD COVERED
May 16, 2025 through June 15, 2025

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>
Ally Investments LLC	2024	22	0298779	\$1,119.01	Never opened only TA value
Club Fitness of Lincoln LLC	2024	22	0259443	\$1,165.68	Closed prior to 2024
			Total	\$2,284.69	

SUBMITTED BY:



DATE: 6/20/2025

SUSAN SAIN , TAX ADMINISTRATOR

APPROVED BY:

DATE:

RICHARD HAYNES , CITY MANAGER

CITY COUNCIL

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



CITY MANAGER

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

**PROCLAMATION
PARK AND RECREATION PROFESSIONALS' DAY**

WHEREAS, the City of Lincolnton City Council recognizes that the parks and recreation field is a diverse and comprehensive system that improves personal, social, environmental and economic health; and

WHEREAS, the Lincolnton City Council recognizes the importance and benefits of park and recreation services that enrich the lives of its citizens, and help make this community a desirable place to live, work and visit; and

WHEREAS, the Lincolnton City Council supports the skilled work of park and recreation professionals to strengthen community cohesion and resiliency, connect people with nature and each other, and provide and promote opportunities for healthful living, social equity and environmental sustainability; and

WHEREAS, the Lincolnton City Council values the essential services that park and recreation professionals and volunteers perform to provide recreational land developmental enrichment for our children, youth, adults and older adults; and to ensure our parks and recreational spaces are clean, safe, inclusive, welcoming and ready to use.

NOW, THEREFORE, BE IT RESOLVED the Lincolnton City Council does hereby proclaim July 18, 2025, as **"Park and Recreation Professionals Day"** in the City of Lincolnton.

ADOPTED this 26th day of June, 2025.

Ed Hatley, Mayor

ATTEST:

Daphne Ingram, City Clerk



LINCOLNTON
AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council
Date: June 26, 2025
From: Scott Clark, Assistant City Manager
Subject: Consideration of Agreement Between the City of Lincolnton and Utility Service Partners Privat Label, Inc. dba Service Line Warranties of America

Summary:

Background:

Fiscal Impact:

Recommendation:

Attachments:

1. STAFF REPORT-City of Lincolnton with Energy Products
2. NLC Service Line Program 7-Product agreement (Comp) - City of Lincolnton-NC
3. NC Presentation 2025-Energy

RECOMMENDATION: It is recommended that the Mayor and Council authorize Administration, or their designee, to enter into the royalty Marketing agreement with Utility Service Partners, Inc. (USP) for an initial term of three (3) years, subject to Attorney review with an additional (1) year renewal.

BACKGROUND: The National League of Cities (NLC) Service Line Warranty Program, offered by City Service Partners, a HomeServe Company, was conceived in partnership with the National League of Cities to educate property owners about their service line responsibilities and to help residents avoid the out-of-pocket expense for unanticipated and potentially costly service line repairs and replacements. Our program, the only one of its kind endorsed by the NLC and will help City of Lincoln to achieve its goals by:

- Providing homeowners affordable protection against significant and unexpected costs to remedy leaking/broken/ clogged water lines, sewer lines, and in-home plumbing lines
- Ensuring the delivery of timely, high-quality repair services in adherence to all applicable codes
- Providing exemplary service that reflects positively on the City
- The program generates an ongoing, sustainable source of revenue for partner municipalities and stimulates the local economy by using fully vetted local contractors to complete the repairs.
- City would receive 10% of the premiums collected in the form a royalty (paid annually).

COVERAGE: NLC Service Line Warranty Program offers three complete and separate voluntary programs. There is never a service fee/deductible or annual or lifetime limit. Residents can cancel the warranties at any time.

Exterior Water Service Line: Includes service to locate, excavate and repair/replace a leaking exterior water service line. Covered repairs include, but are not limited to leaks, breaks, corrosion, blockages, root intrusion, and other types of damage (such as from freezing) that impair or limit the intended function of the system. Includes thawing of frozen water lines. Includes restoration of ground surface features after excavation for service line repair, including filling, raking, reseeding, reinstallation of existing soft landscaping and shrubbery, and patching of paved surfaces.

Exterior Sewer Service Line: Includes services to locate, excavate and repair/replace a leaking exterior sewer service line. Covered repairs include, but are not limited to leaks, breaks, corrosion, blockages (due to fats, oils and grease), root intrusion, and other types of damage (such as from freezing) that impair or limit the intended function of the system. Includes restoration of ground surface features after excavation for service line repair, including filling, raking, reseeding, reinstallation of existing soft landscaping and shrubbery, and patching of paved surfaces.

Internal Plumbing and Drainage: Coverage includes the emergency breakdown costs of repairing or replacing interior water, sewer, and drainage pipe materials, valves and other plumbing-related material, including unblocking, repair and replacement. Repair of clogged toilets.

Additional Optional Energy Products *(City can choose to make any of these additional products available)*

Interior Electric: Coverage includes the repair or replacement due to normal wear and tear of the failing Interior Electrical Line for which You have sole responsibility, that supports Your Residence. An Interior Electrical Line is the high voltage wiring that services the interior limits of Your

Residence, from and including the breaker panel or fuse box, up to and including switches and outlets.

Heating Plan: Coverage includes the repair or replacement due to normal wear and tear of the following components of the natural gas, propane, or electric central forced-air or circulating hot water central heating system ("Heating System"), for which You have sole responsibility, that supports Your Residence: Air scoops, aquastat, barometric damper, belts and pulleys, blower motors and assembly, circuit boards, circulators, ECO safeties, fan and limit controls, fusible links, gas valves, ignition controls, induced draft motor, blower, low water cutoff, main and pilot burners, pilots and thermocouples, pressure switch, regulator valves, relays, spill switches, transformers.

Cooling Plan: Coverage includes the repair or replacement due to normal wear and tear of the following components of the electric central air conditioning system ("Cooling System"), for which You have sole responsibility, that supports Your Residence: Capacitors; circuit boards and Internal fuses or breakers; condensate pumps; condenser motor and fan; contactor switches; delay timer; fan controls and relays; filter dryer; high and low pressure switches; limit controls; up to 1 pound of refrigerant (excluding maintenance recharges which are not covered); relays; transformers and valves.

Water Heater Repair: Coverage includes the repair or replacement due to normal wear and tear of Your electric, natural gas, or propane water heater ("Water Heater") for which You have sole responsibility, that supports Your Residence. If You have a covered repair and We are unable to repair Your Water Heater to its operational use, We will make available the remainder of Your benefit amount to be used toward the purchase and installation by Us of a Water Heater replacement, most similar in capacity and/or functionality.

Product	Monthly	Annual Coverage Limit	Annual Service Calls/Per Call Coverage	Royalty for the City
External Water Line	\$6.99	Unlimited	Unlimited Calls \$8,500 Per Call	10% of premiums collected
External Sewer Line	\$7.99	Unlimited	Unlimited Calls \$8,500 Per Call	10% of premiums collected
In-Home Plumbing*	\$9.99	Unlimited	Unlimited Calls \$3,000 Per Call	10% of premiums collected
Interior Electric Line*	\$5.99	\$4,000 annual limit	Unlimited Calls \$4,000 annual limit	10% of premiums collected
Heating Plan*	\$12.99	\$2,500 annual limit	Unlimited Calls \$2,500 annual limit	10% of premiums collected
Cooling Plan*	\$12.99	\$2,500 annual limit	Unlimited Calls \$2,500 annual limit	10% of premiums collected
Water Heater*	\$12.99	\$1,500 annual limit	Unlimited Calls \$1,500 annual limit	10% of premiums collected

IMPLEMENTATION: The NLC Service Line Program will utilize the City logo to brand the materials used to educate City customers about our repair service plans. Program marketing literature clearly discloses that the Program and the City are separate entities and that the program is voluntary for residents. The NLC Service Line Warranty Program will create all marketing materials with input from the City and will submit all marketing/communications materials to the City for final approval.

ENROLLMENT AND BILLING: The NLC Service Line Program offers residents simple options if they choose to enroll either via mail, phone, or web. We handle all customer billing and residents can choose annual, quarterly, or monthly billing and may pay by check, direct debit/ACH, or credit card. Once we receive the enrollment application, customers receive a welcome letter which includes their service agreement terms and conditions, their payment details, a reiteration of their policy coverage, and our toll-free customer service number. Customers also receive a welcome call from customer service as an additional, personalized confirmation of the program. We handle all customer billing, and a homeowner can enroll or cancel at any time.

FINANCIAL IMPACT: No cost to the City to participate and the City would receive 10% of the premiums collected in the form a royalty (paid annually)

MARKETING AGREEMENT

This MARKETING AGREEMENT (“**Agreement**”) is entered into and made effective as of _____, (“**Effective Date**”), by and between the City of Lincolnton, North Carolina (“**City**”), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America (“**SLWA**,” and together with City, the “**Parties**,” and each, a “**Party**”).

WHEREAS, individual residential property owners (“**Customer(s)**”) residing in the City own and are responsible for sewer and water lines between the mainlines and the connection on their property;

WHEREAS, City desires to announce to Customers the opportunity, but not the obligation, to purchase plans as set forth in Exhibit A or as otherwise mutually agreed by the Parties in writing (including by email) (“**Plan(s)**”) to repair such lines; and

WHEREAS, SLWA, a subsidiary of HomeServe USA Corp. (“**HomeServe**”), is the administrator of the National League of Cities (“**NLC**”) Service Line Warranty Program.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

1. **Purpose.** City grants to SLWA the right to offer and market service Plans subject to the terms and conditions of this Agreement.

2. **Obligations of the Parties.**

A. **Mutual Grant of License.** City grants to SLWA a non-exclusive license (“**License**”) to use the designated names, symbols, trademarks, service marks, logotypes, trade names and insignias (“**Marks**”) owned by City or its affiliates, which may include the use of City’s logo and name in advertising (including on SLWA’s websites or social media sites), in signature lines, and in marketing materials to be sent to Customers, all at SLWA’s sole cost and subject to City’s prior review and approval, which will not be unreasonably conditioned, delayed, denied, or withheld. SLWA grants to City a License to use SLWA’s Marks which shall be limited to the use of SLWA’s logo and name in advertising (including on City’s websites or social media sites), in all cases subject to SLWA’s prior review and approval, which will not be unreasonably conditioned, delayed, denied, or withheld. Each Party’s use of the other Party’s Marks in accordance with this Agreement will not infringe any other party’s rights. In the event that City extends a similar license to a competitor of SLWA during the Term, City shall provide thirty (30) days’ written notice prior to such grant of license and SLWA may immediately terminate this Agreement.

B. **Data.**

i. If City elects to do so, City may provide SLWA with “zip code” data for Customers in an agreed-upon format. If City further elects to do so, City may also provide a list of the name, service address, postal address (if different), residential telephone number, and, if available, email address of Customers and any other appropriate or necessary data (“**Customer Data**”) to SLWA, or to a third party if and as directed by SLWA in writing, for use by SLWA in furtherance of the marketing and sale of the Plans. If provided by City, Customer Data will be provided to SLWA quarterly or more frequently during the Term and in a mutually agreed electronic format. If provided by City to SLWA, Customer Data shall remain City’s property and Confidential Information (defined below), and SLWA will only use Customer Data as permitted by this Agreement. SLWA may obtain Customer Data from a third-party in furtherance of the marketing and sale of the Plans. In the event SLWA obtains Customer Data from a third-party, it shall become and remain SLWA’s property and Confidential Information. “**Member**” means those Customers that purchase and are successfully enrolled in a Plan by SLWA. Each Member’s name, address, phone number, email address and any other information that SLWA collects from a Member, is SLWA’s property and Confidential Information.

ii. **Data Processing Addendum.** In the event that City provides Customer Data to SLWA, the Parties shall abide by all of the requirements and obligations set forth in that certain Data Processing Addendum, which can be accessed and viewed

at: <https://www.homeserve.com/sc/legal/HomeServeDataPrivacyAddendum> (the “**DPA**”), which is incorporated herein by reference, for purposes of compliance with all Data Protection Laws (as defined in the DPA). In the event of any inconsistency between the provisions in this Agreement and those contained in the DPA, the DPA shall control.

3. **Term; Termination.** The term of this Agreement shall be for the number of years in Exhibit A commencing with the Effective Date (“**Initial Term**”). The Agreement will automatically renew for additional one (1) year terms, unless one of the Parties gives the other written notice at least ninety (90) days prior to the end of the then current term (each a “**Renewal Term**” and collectively with the Initial Term, the “**Term**”) that the Party does not intend to renew this Agreement. In the event that a Party is in material breach of this Agreement, the non-breaching Party may terminate this Agreement thirty (30) days after giving written notice to the breaching Party of such breach, (i) if said breach is not cured during said thirty (30) day period, or, (ii) if such breach is incapable of being cured in such period, the breaching Party has failed to take during such period substantive steps to cure such breach. Beginning twelve (12) months after the Effective Date, either Party may terminate this Agreement without cause upon sixty (60) days’ prior written notice to the other Party. SLWA will, to the extent permissible under Applicable Laws, be permitted to complete any marketing initiative approved by City prior to termination of this Agreement.

4. **Consideration.** SLWA shall pay City a fee based on the success of the marketing efforts using the Marks subject to the License as described herein (“**License Fee**”), as set forth in Exhibit A. The first payment of the License Fee shall be due by January 30th of the year immediately following the Effective Date. Subsequent payments shall be made on an annual basis throughout the Term, due and payable on January 30th of each succeeding year.

5. **Applicable Laws.** Each Party shall comply at all times with all applicable laws, statutes, treaties, rules, codes, ordinances, regulations, permits, official guidelines, judgements, orders and interpretations, as well as licensing or registration requirements (“**Applicable Laws**”) with respect to its obligations under this Agreement. For any Customer Data provided by City to SLWA, City warrants, represents and covenants that Customer Data has been and will be collected in compliance with all Applicable Laws. City is permitted by Applicable Laws and privacy policies to provide Customer Data to SLWA and to permit SLWA to use such data as contemplated by this Agreement.

6. **Confidentiality.** “**Confidential Information**” of a Party means any non-public, proprietary, or confidential information, whether or not it constitutes a trade secret under Applicable Laws, and any other information that a reasonable person would expect to be confidential. Each Party will treat Confidential Information received from the other Party as confidential, and such Party shall not disclose or use such information in a manner contrary to the purposes of this Agreement. Notwithstanding the foregoing, a Party shall not be liable to the other Party for any disclosure of Confidential Information that is required under any Applicable Laws, applicable public records act or under court order. To the extent legally permissible, a Party shall provide written notice to the other Party prior to any such disclosure.

7. **Ruling and/or Code Change; Coverage Changes.** In the event that: (i) a change or proposed change in Applicable Laws, or municipal or similar codes; or (ii) an interpretation, policy, ruling, or order by any court, tribunal, arbitrator, regulatory agency, commission, including a public service commission or similar body of a municipality, or other instrumentality of the United States, or any state, county, City, or other political subdivision; negatively or potentially negatively impacts the terms of this Agreement or the obligations of the Parties set forth in this Agreement, the Parties shall negotiate in good faith to modify the terms of this Agreement accordingly. Should the Parties be unable to reach a mutual agreement to revise this Agreement, then either Party may terminate this Agreement on thirty (30) days’ written notice to the other Party. Notwithstanding the above, the coverages under the Plans are subject to change by SLWA due to changes required by Applicable Laws or the service agreements for the Plans.

8. **Independent Contractor Status.** The obligations performed by each Party in this Agreement shall be executed as an independent contractor. SLWA shall have responsibility for and control over the details and means for providing the Plans under this Agreement. Neither Party nor any of its directors, managers, members, officers, employees, contractors, subcontractors, and agents, and in the case of City, also its elected officials (“**Representatives**”) shall be considered an employee, representative, agent or subcontractor of the other Party or its Representatives.

9. **Indemnification.** Each Party (the “**Indemnifying Party**”) hereby agrees to indemnify, defend and hold the other Party and its Representatives (collectively or individually, “**Indemnitee**”) harmless from and against any and all third party

claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys' fees and court costs (“**Claim(s)**”), which an Indemnitee may suffer or which may be sought against or are recovered or obtainable from an Indemnitee, as a result of or arising out of any breach of this Agreement by the Indemnifying Party, or any negligent or fraudulent act, intentional misconduct, or omission of the Indemnifying Party or its Representatives in the performance of this Agreement; provided that the applicable Indemnitee notifies the Indemnifying Party of any such Claim within a time that does not prejudice the ability of the Indemnifying Party to defend against such Claim. Any Indemnitee under this Agreement may participate in its own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation.

10. **Anti-Bribery and Corruption.**

A. Each Party warrants to the other that:

- i. it has not offered, promised, given, accepted, or agreed to give or accept, and shall not during the Term offer, promise, give, accept, or agree to give to or accept from any person any bribe on behalf of the other Party or otherwise with the object of obtaining a business advantage for the other Party or otherwise;
- ii. it will not engage in any activity or practice which would constitute an offense under any applicable anti-bribery and corruption laws, including but not limited to the United States Foreign Corrupt Practices Act of 1977, the United Kingdom's Bribery Act 2010 and Canada's Corruption of Foreign Public Officials Act, and it will notify the other Party as soon as practicable of any offense of the foregoing acts in connection with this Agreement, or any breach of the undertakings contained in this section of which it becomes aware;
- iii. it has in place, and during the Term will maintain, its own policies, procedures, and internal controls, including accounting procedures to record expenditures in connection with this Agreement, necessary to ensure compliance with any applicable anti-bribery and corruption laws;
- iv. it will ensure that any person who performs or has performed services for or on its behalf (“**Associated Person**”) complies with this section, it will not enter into an agreement with any Associated Person in connection with this Agreement unless such agreement contains terms substantially similar to those contained in this section, and it shall be responsible for any breach of such terms, or these terms, by any Associated Person that is a subcontractor of the Party hereunder;
- v. from time to time during the Term, at the reasonable request of the other Party, it will confirm in writing that it has complied with the terms of this section and will provide any information reasonably requested by the other Party to demonstrate such compliance; and
- vi. in the case of City, it will abide by the “Reporting Hotline” section of SLWA's Business Partner Code of Conduct (described in “Business Partner Code of Conduct” section) to report to SLWA any request or demand for any improper payments or other improper advantage of any kind in connection with the performance of this Agreement.

11. **Records; Audit.** Each Party shall, at all times during the Term and for a period of seven (7) years after the termination or expiration of this Agreement, maintain complete and accurate records, together with supporting or underlying documents and materials, kept and maintained by such Party, its employees, contractors, agents, assigns, successors, or subcontractors, to substantiate such Party's compliance with its obligations and responsibilities under this Agreement. Up to once per year of the Term, each Party shall have the right, upon at least ten (10) days' prior written notice and during normal business hours, at its sole cost and expense, to audit and inspect, on its own or through a Representative, the other Party's records for the purpose of confirming such other Party's compliance with the terms of this Agreement.

12. **Notice.** Any notice required to be given under this Agreement shall be deemed to have been received when delivered (i) by personal service, (ii) by electronic mail with confirmation of delivery and receipt (provided a hard copy is sent promptly by regular mail), or (iii) by registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows.

To: City:
City of Lincolnton
PO Box 617
Lincolnton, NC 28093-0617
Attention: Richard Haynes
email: rhaynes@lincolntonnc.org

To: SLWA:
Utility Service Partners Private Label, Inc.
d/b/a Service Line Warranties of America
45 Glover Ave., 6th Fl.
Norwalk, CT 06850
Attention: Michael Backus, Chief Revenue Officer
email: michael.backus@homeserveusa.com

With a copy to:
Legal Department

13. Entire Agreement; No Third-Party Beneficiaries; Severability. The Parties acknowledge that no representations, agreements, or promises were made by the other Party or by any of its Representatives other than those specifically contained in this Agreement. This Agreement, including the recitals as well as any attachments or exhibits, constitutes the entire agreement of the Parties with respect to the matters contemplated in this Agreement, and supersedes any prior agreement or understanding with respect to them. The Parties agree that this Agreement was entered into solely for the respective benefit of each of them and their respective successors and assigns, and nothing in this Agreement is intended to create any third-party beneficiaries. This Agreement may be amended or modified only by a written instrument executed by an authorized representative of each of the Parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. Subject to Applicable Laws, the invalidity or unenforceability of a specific provision in the Agreement shall not render any other provision(s) invalid, inoperative, or unenforceable.

14. Assignment. Neither Party may assign or transfer any of its rights under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably delayed, withheld, conditioned, or denied, except to an affiliate of the assigning Party or an acquirer of all or substantially all of the assets of the assigning Party. Any purported assignment or delegation in violation of this section shall be null and void. No assignment or transfer of this Agreement shall relieve the assigning Party of any of its obligations under this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the Parties as well as their respective successors or permitted assigns.

15. Counterparts; Electronic Delivery. This Agreement may be executed in counterparts delivered by email, DocuSign, or other electronic transmission; such counterparts will be deemed originals and binding upon the Parties upon receipt, regardless of whether originals are delivered thereafter. All such counterparts will constitute one and the same contract, and the signature of any Party to any counterpart will be deemed a signature to any other counterpart.

16. Governing Law; Venue; Waiver of Jury Trial. The Parties shall comply with all Applicable Laws with respect to their respective obligations under this Agreement. This Agreement is governed by and shall be construed in accordance with the laws of North Carolina, without regard to the choice of law principles of the forum state. Any action at law, suit in equity, or other proceeding against any Party with respect to this Agreement or in connection with any of the matters contemplated by this Agreement shall be brought and maintained exclusively in the state or federal courts located in North Carolina, as applicable. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THAT MAY EXIST TO HAVE A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON OR ARISING OUT OF, UNDER, OR IN ANY WAY CONNECTED WITH, THIS AGREEMENT.

17. Business Partner Code of Conduct. SLWA and City are committed to conducting their business activities with the highest standards of honesty and integrity. City acknowledges that it has received and reviewed SLWA's Business Partner Code of Conduct (available at <https://www.homeserve.com/sc/cobc>) as updated from time to time, and City agrees to abide by SLWA's Business Partner Code of Conduct as a material condition of this Agreement. Should City suspect or become aware of any actual or suspected violation of SLWA's Business Partner Code of Conduct, City shall promptly notify SLWA or its anonymous ethics hotline (see SLWA's Business Partner Code of Conduct)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

CITY OF LINCOLNTON

**UTILITY SERVICE PARTNERS
PRIVATE LABEL, INC.
D/B/A SERVICE LINE
WARRANTIES OF AMERICA**

By: _____

By: _____

Name: _____

Name: Michael Backus

Title: _____

Title: Chief Revenue Officer

Exhibit A

Marketing Agreement

City of Lincolnton Term Sheet

- I. **Initial Term.** Three (3) Years, with the option for Renewal Term(s).
- II. **License Fee.** Ten percent (10%) of the fees actually received from Members during the Term under any Plans sold under the Agreement, **net** of any discount, rebates, refunds, chargebacks, credits, and sales or similar taxes incurred or paid by SLWA in connection with such Plans.
- III. **License Conditions.** Use of City's Marks in accordance with Section 2.A of the Agreement.
- IV. **Plans; Plan Fees; Scope of Coverage.** The summary of coverage is accurate as of the Effective Date. SLWA will offer the following rates to Customers:
 - A. Exterior water service line plan (initially, \$ 6.99 per month)
 - i. Covers Customers' responsibility: From the curb stop to the water meter or main shut-off valve inside the home.
 - ii. Covers thawing of frozen external water lines.
 - iii. Covers well service lines if applicable: From the external wall of Customers' well casing to the external foundation wall of the home.
 - iv. Coverage Cap: Unlimited number of calls/\$8,500 per call/unlimited annual maximum.
 - B. Exterior sewer/septic line plan (initially, \$ 7.99 per month)
 - i. Covers Customers' responsibility: From the external wall of the home to the sewer main.
 - ii. Covers septic lines if applicable: From the external foundation wall of the home to the point of connection to the septic tank of the home.
 - iii. Coverage Cap: Unlimited number of calls/\$8,500 per call/unlimited annual maximum.
 - C. Interior plumbing and drainage plan (initially, \$ 9.99 per month)
 - i. Covers repair or replacement of the following inside the home, for which the Customers have sole responsibility, that is damaged due to normal wear and tear:
 - a. The blocked or leaking interior water supply and drainage system pipes that carry fresh or drinkable water and wastewater.
 - ii. Coverage Cap: Unlimited number of calls/\$3,000 per call/unlimited annual maximum.
 - D. ¹Interior electrical line plan (initially, \$ 5.99 per month)
 - i. Covers Interior electrical lines within the home.
 - ii. Coverage Cap: Unlimited number of calls/\$4,000 per call/\$4,000 annual maximum.
 - E. ²Heating plan (initially, \$ 12.99 per month)
 - i. Covers various heating components.
 - ii. Coverage Cap: Multiple calls/\$2,500 per call/\$2,500 annual maximum.

F. ³Cooling plan (initially, \$ 12.99 per month)

- i. Covers various cooling components.
- ii. Coverage Cap: Multiple calls/\$2,500 per call/\$2,500 annual maximum.

G. ⁴Water heater plan (initially, \$ 12.99 per month)

- i. Covers water heater repair or replacement.
- ii. Coverage Cap: Multiple number of calls/\$1,500 per call/\$1,500 annual maximum.

Pricing above does not include taxes which will be collected by SLWA as well. SLWA may adjust the Plan fees; provided, that, any such adjustment shall not exceed one dollar (\$1.00) per month per Plan in any twelve (12) month period. If such adjustment shall exceed one dollar (\$1.00), both Parties must agree in writing.

V. **Marketing Campaigns.** SLWA shall have the right to conduct up to three (3) campaigns per year through such channels as may be mutually agreed by the Parties.

^{1,2,3,4} Interior electrical line plan, heating plan, cooling plan and water heater plan products are not currently included in the endorsed product list of the National League of Cities Service Line Warranty Program.

NLC Service Line Warranty Program

by



Ashley Shiwarski
Sr. Director, Business Development
Ashley.Shiwarski@homeserveusa.com
412-874-9454 (cell)



NLC Service Line Warranty Program by HomeServe



Offering
services for
over 20 years



4.8 out of 5 stars
customer
satisfaction



Program endorsed
since 2010

“The National League of Cities is proud to partner with this highly reputable and reliable program. Their exemplary record of customer service and transparency is what has driven the success of this partnership over the years.”

*Clarence Anthony, Executive Director
National League of Cities*



HomeServe Key Statistics*

- Over **4.8 million** customers
- Over **8.5 million** policies
- Over **1,300** municipal and utility partnerships
- Job serviced **every 34 seconds**
- Customer savings to date:
over \$2 Billion

* As of January 2023



Aging Infrastructure

Challenging for cities and homeowners

Lateral lines are subjected to the same elements as public lines

- Ground shifting, fluctuating temperatures, tree root penetration, corrosion, and more

Out of sight, out of mind

- Water and sewer lines located outside, usually underground

Failed lines waste thousands of gallons of water

- Presents a potential environmental hazard

Common homeowner misconceptions

- City is responsible for maintenance of the water and sewer lines on their property
- Repairs are covered by their homeowner's policy



Homeowners are unprepared for emergencies and expect solutions from the city/utility



78% of homeowners believe the utility provider should educate them on repairs and preventative measures. (Ipsos Public Affairs/HomeServe 2019)



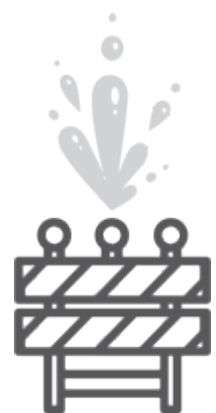
56% of Americans can't cover a \$1,000 emergency expense with savings. (Bankrate 2022)



60% of homeowners with annual household incomes under \$50,000 a year reported **having \$500 or less or no money set aside** for a home repair emergency. (Harris Poll/HomeServe 2021)



Solution for Municipalities and their Residents



Residents

Optional low-cost protection against potentially expensive water, sewer, plumbing repairs



Educates residents about their responsibility for exterior lines



Municipality/Utility



Reduces calls to the Utility



Timely repairs reduce water loss from line breaks - use of local contractors infuses money into the local economy

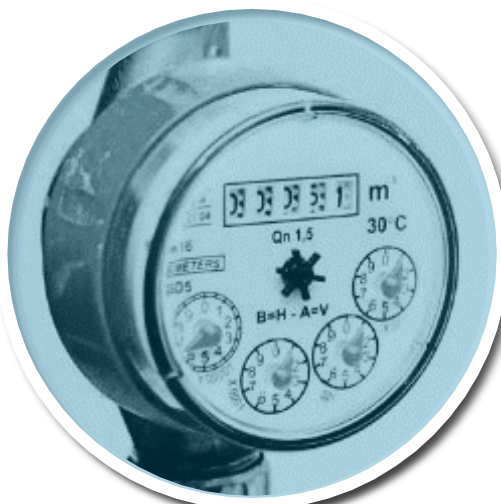


Turnkey program - provides marketing, billing, claims, customer service



No cost for the municipality/utility to participate

Optional Homeowner Protection



External Water Line

Up to \$8,500 per incident to repair/replace broken, cracked, or clogged exterior lines



External Sewer Line

Up to \$8,500 per incident to repair/replace broken, cracked, or clogged exterior lines



In-home Plumbing & Drain

Up to \$3,000 per incident on all water, sewer, and drain lines inside the home after point of entry



No annual or lifetime limits, deductibles, service fees, forms, or paperwork



No pre-inspection - 30 day waiting period



Homeowner opt in or out at any time - no penalty



Locally based, fully licensed and vetted contractors



Toll-free emergency number available 24 hours a day, 365 days a year



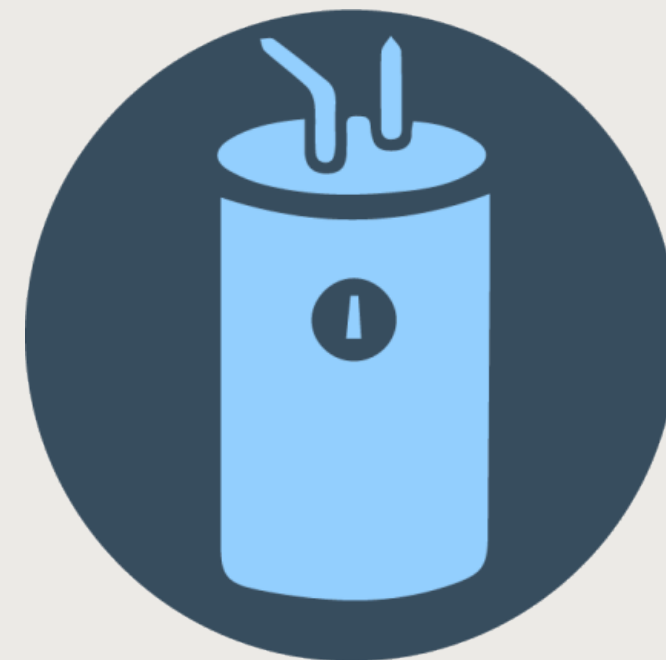
Guaranteed repairs

Optional Energy Products



Interior
Electric

- Up to \$4,000 per call
- \$4,000 annually



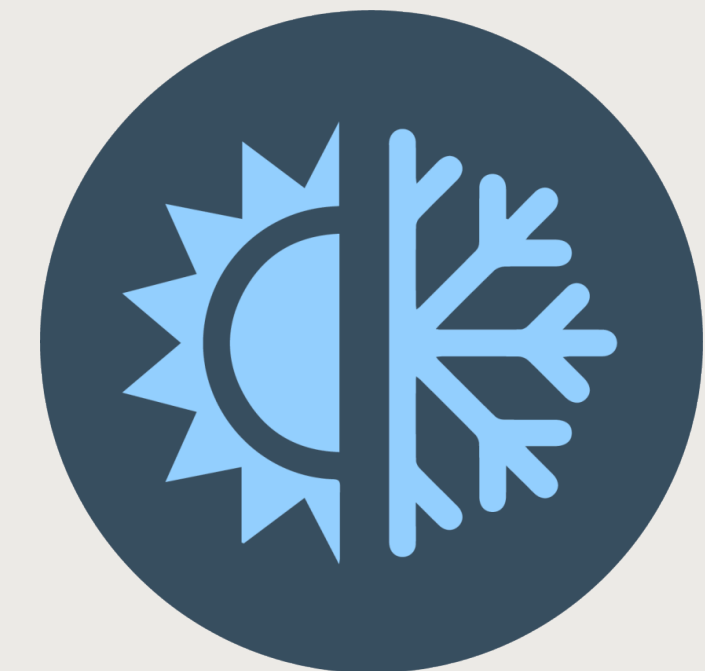
Water
Heater

- Up to \$1,500 per call
- \$1,500 annually for repair/replacement



Heating
System

- Up to \$2,500 per call
- \$2,500 annually



Cooling

- Up to \$2,500 per call
- \$2,500 annually

Homeowner Education

- No public funds used in marketing, distribution, or administration of the program
- Direct mail only – Limited to 3 mailing campaigns per year
- Partner must review and approve marketing material before each and every campaign
- Marketing clearly states city does not provide program and is voluntary for homeowner
- Easy enrollment options – consumer choice of mail, phone or web

Revenue Share

- Non-tax revenue share for the City/Town
- City/Town utilize funds for important initiatives including:
 - ✓ Infrastructure improvements
 - ✓ Low-income assistance/community charities
 - ✓ Partially offset rate increases



CURRENT NORTH CAROLINA PARTNERS (25)

- *Charlotte Water*
- *Town of Sharpsburg*
- *Town of Weaverville*
- *Town of Creswell*
- *Town of Snow Hill*
- *City of Whiteville*
- *City of Hendersonville*
- *City of Sanford*
- *City of Albemarle*
- *City of Elizabeth City*
- *Town of Spring Lake*
- *Town of Hope Mills*
- *Tyrrell County Utilities*
- *Town of Mooresville*
- *City of Shelby*
- *City of Creedmoor*
- *Town of Mocksville*
- *City of Eden*
- *Town of Fletcher*
- *Town of Hassell*
- *Cherokee Water & Sewer*
- *South Greene County Water Corporation*
- *Greene County Reg. Water*
- *City of Cherryville*
- *City of Monroe*

Our Promise:

We will be a trusted steward
of your brand and reputation.

Questions?

For more information contact:

Ashley Shiwarski

Sr. Director, Business Development

Ashley.Shiwarski@homeserveusa.com

412-874-9454





LINCOLNTON
AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council
Date: June 26, 2025
From: David Ramsey, Business Services Director
Subject: Global Payments Contract - credit card processor

Summary:

New 3-year contract with Global Payments that lowers our credit card processing fees by 54%.

Background:

Credit card processing fees have increased tremendously and have renegotiated fees to be charged.

Fiscal Impact:

Should save appr \$412,607.00 per fiscal year based on current fees charged as opposed to previous fees charged.

Recommendation:

Attachments:

1. Global payments contract
2. Global Payments rate red contract

CLIENT SATISFACTION OFFER

Merchant Name or DBA Name: CITY OF LINCOLNTON (“**Merchant**”)

Merchant ID(s): 8788240019330, 8788240019112, 8788240019115, 8788240019113 (“**MID**” or “**MIDs**”)

Date: 25 April 2025

OPENEDGE PAYMENTS LLC (“**OpenEdge**”), a Global Payments company, values its merchant clients and strives to create mutually beneficial, long-term relationships with them. To that end, OpenEdge offers you, the Merchant, the following terms on behalf of its affiliate, Global Payments Direct, Inc. (“**Global Direct**”). Accepting this offer will modify your Card Services Agreement (the “**Agreement**”) with Global Direct in accordance with the adjustments listed below (the “**Amended Rates**”). Capitalized terms not defined herein shall have the meaning given in the Agreement.

Amended Rates

Please see attached proposal for details

Contract Term

The Amended Rates will become effective on the first day of the calendar month of the Effective Date so long as this Client Satisfaction Offer is executed and received by Global Direct by the 10th of the calendar month, otherwise the Amended Rates will be effective on the first day of the calendar month following the Effective Date. The Amended Rates remain subject to change as per the terms and conditions of the Agreement. All fees, rates, charges and other terms not otherwise revised per this Client Satisfaction Offer remain in full force and effect.

Merchant agrees to extend the term of the Agreement for 36 months from the last date of execution below (the “**Effective Date**”). This time period will be referred to as the “**Extended Term**”. At the expiration of the Extended Term, the Agreement will automatically renew as per the terms of the Agreement for successive one-year periods (each a “**Renewal Term**”, and collectively with the Initial Term and the Extended Term, the “**Term**”).

Merchant agrees to pay the following account closure fees per terminating MID upon early termination of the Agreement: (a) \$500.00 if terminated with more than 12 months remaining in the Term; or (b) \$250.00 if terminated with 12 or fewer months remaining in the Term, or such portion of the foregoing as may be permitted by applicable law.

All other terms and conditions of the Agreement remain unchanged. This Client Satisfaction Offer and the details contained herein are confidential and may not be disclosed, displayed, or otherwise transmitted to any third party except to attorneys, accountants or other professional advisers as may be necessary to effect the purposes of this letter between the parties. By signing below, each party acknowledges that it has carefully read and fully understood this amendment, and each agrees to be bound by the terms of this amendment.

GLOBAL PAYMENTS DIRECT, INC.

CITY OF LINCOLNTON

Signed By: _____

Signed By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



CITY OF LINCOLNTON TAXES AND PER - LINCOLNTON, NC

Rate review based on processing month:
Rates subject to change.
4 Locations Review

March-25

5/1/2025

Card Type	Charge Type	# Trans	\$ Sales	CURRENT RATES			PROPOSED RATES			Savings
				% Disc	Per Item	Total Fees	% Disc	Per Item	Total Fees	
DISC	Qualified	18	2,397.33	2.770%	2.3144	108.07	1.500%	0.5000	44.96	63.11
DDBT	Qualified	6	1,246.89	2.780%	2.3100	48.52	1.500%	0.5000	21.70	26.82
DSPM	Qualified	20	3,852.49	2.776%	2.3140	153.24	1.500%	0.5000	67.79	85.45
DSPP	Qualified	3	323.92	2.778%	2.3100	15.93	1.500%	0.5000	6.36	9.57
VISA	Qualified	1	50.00	2.720%	2.3500	3.71	1.500%	0.5000	1.25	2.46
VISA	Qualified	1	80.00	2.525%	2.1000	4.12	1.500%	0.5000	1.70	2.42
VISA	Qualified	25	4,190.54	2.780%	2.3100	174.25	1.500%	0.5000	75.36	98.89
VISA	Qualified	7	1,124.79	2.710%	2.3500	46.93	1.500%	0.5000	20.37	26.56
VIBS	Qualified	9	3,540.23	2.780%	2.3100	119.21	1.500%	0.5000	57.60	61.61
VIBS	Qualified	16	3,876.72	2.780%	2.3100	144.73	1.500%	0.5000	66.15	78.58
VIBS	Qualified	99	20,457.37	2.761%	2.3004	792.50	1.500%	0.5000	356.36	436.14
VIBS	Qualified	27	5,529.37	2.780%	2.3100	216.09	1.500%	0.5000	96.44	119.65
VIBS	Qualified	2	546.79	2.710%	2.3500	19.52	1.500%	0.5000	9.20	10.32
VDBT	Qualified	2	314.37	2.710%	2.3500	13.22	1.500%	0.5000	5.72	7.50
VDBT	Qualified	1	67.75	2.775%	1.8000	3.68	1.500%	0.5000	1.52	2.16
VDBT	Qualified	3	30.85	2.658%	2.2667	7.62	1.500%	0.5000	1.96	5.66
VDBT	Qualified	66	8,718.35	2.710%	2.3500	391.37	1.500%	0.5000	163.78	227.59
VDBT	Qualified	353	48,164.06	2.780%	2.3100	2,154.39	1.500%	0.5000	898.96	1,255.43
VDBT	Qualified	1,442	196,372.07	2.768%	2.3123	8,770.62	1.500%	0.5000	3,666.58	5,104.04
VISP	Qualified	6	287.75	2.568%	2.0500	19.69	1.500%	0.5000	7.32	12.37
VISP	Qualified	155	22,878.15	2.780%	2.3100	994.06	1.500%	0.5000	420.67	573.39
VISP	Qualified	7	967.26	2.710%	2.3500	42.66	1.500%	0.5000	18.01	24.65
VISP	Qualified	10	1,390.06	2.780%	2.3100	61.74	1.500%	0.5000	25.85	35.89
VINF	Qualified	67	7,278.81	2.780%	2.3100	357.12	1.500%	0.5000	142.68	214.44
VINF	Qualified	11	1,488.31	2.710%	2.3500	66.18	1.500%	0.5000	27.82	38.36
VIPP	Qualified	2	155.00	2.710%	2.3500	8.90	1.500%	0.5000	3.33	5.58
VIPP	Qualified	3	227.75	2.595%	2.0000	11.91	1.500%	0.5000	4.92	6.99
VIPP	Qualified	44	6,286.34	2.708%	2.3443	273.36	1.500%	0.5000	116.30	157.06
VIPP	Qualified	129	18,713.94	2.780%	2.3100	818.24	1.500%	0.5000	345.21	473.03
VISG	Qualified	1	35.00	2.514%	2.1000	2.98	1.500%	0.5000	1.03	1.96
VISG	Qualified	25	2,454.38	2.780%	2.3100	125.98	1.500%	0.5000	49.32	76.66
VISG	Qualified	5	1,198.19	2.710%	2.3500	44.22	1.500%	0.5000	20.47	23.75
VIBT	Qualified	13	2,074.82	2.719%	2.2615	85.81	1.500%	0.5000	37.62	48.19
VIBT	Qualified	1	1,359.16	2.710%	2.3500	39.18	1.500%	0.5000	20.89	18.29
VBT5	Qualified	27	5,518.88	2.775%	2.2944	215.11	1.500%	0.5000	96.28	118.83
VBT5	Qualified	1	150.00	2.713%	2.3500	6.42	1.500%	0.5000	2.75	3.67
VIBE	Qualified	3	196.00	2.781%	2.3100	12.38	1.500%	0.5000	4.44	7.94
VIBE	Qualified	2	109.73	2.707%	2.3500	7.67	1.500%	0.5000	2.65	5.02
VISB	Qualified	20	4,482.23	2.780%	2.2845	170.30	1.500%	0.5000	77.23	93.07
MC	Qualified	2	33.10	2.779%	2.3100	5.54	1.500%	0.5000	1.50	4.04
MC	Qualified	1	80.00	2.525%	2.1000	4.12	1.500%	0.5000	1.70	2.42
MC	Qualified	5	753.19	2.748%	2.3260	32.33	1.500%	0.5000	13.80	18.53
MCBS	Qualified	16	4,444.87	2.771%	2.3225	160.31	1.500%	0.5000	74.67	85.64
MCBS	Qualified	4	141.93	2.755%	2.3200	13.19	1.500%	0.5000	4.13	9.06
MCBS	Qualified	23	12,308.89	2.780%	2.3100	395.32	1.500%	0.5000	196.13	199.19
MCBS	Qualified	1	271.54	2.780%	2.3100	9.86	1.500%	0.5000	4.57	5.29
MCBS	Qualified	3	1,438.77	2.780%	2.3100	46.93	1.500%	0.5000	23.08	23.85
MCBS	Qualified	1	150.00	2.520%	2.1000	5.88	1.500%	0.5000	2.75	3.13
MCBS	Qualified	56	12,452.23	2.776%	2.3039	474.72	1.500%	0.5000	214.78	259.94
MCBS	Qualified	1	1,200.00	2.520%	2.1000	32.34	1.500%	0.5000	18.50	13.84
MDBT	Qualified	4	68.00	2.779%	2.3100	11.13	1.500%	0.5000	3.02	8.11
MDBT	Qualified	204	34,477.94	2.770%	2.3159	1,427.54	1.500%	0.5000	619.17	808.37
MDBT	Qualified	4	241.00	2.780%	1.8000	13.90	1.500%	0.5000	5.62	8.29
MDBT	Qualified	492	73,661.53	2.762%	2.3114	3,171.90	1.500%	0.5000	1,350.92	1,820.98
MCWC	Qualified	2	21.74	2.760%	2.3100	5.22	1.500%	0.5000	1.33	3.89
MCWC	Qualified	1	25.00	2.520%	2.1000	2.73	1.500%	0.5000	0.88	1.86
MCWC	Qualified	21	2,925.77	2.774%	2.3138	129.74	1.500%	0.5000	54.39	75.35
MWEL	Qualified	2	28.55	2.767%	2.3100	5.41	1.500%	0.5000	1.43	3.98
MWEL	Qualified	4	4,060.00	2.520%	2.1000	110.71	1.500%	0.5000	62.90	47.81
MWEL	Qualified	149	21,004.59	2.774%	2.3140	927.38	1.500%	0.5000	389.57	537.81
MCEC	Qualified	1	80.00	2.525%	2.1000	4.12	1.500%	0.5000	1.70	2.42
MCEC	Qualified	12	1,864.12	2.778%	2.3133	79.55	1.500%	0.5000	33.96	45.59
MCBW	Qualified	3	349.50	2.781%	2.3100	16.65	1.500%	0.5000	6.74	9.91
MCBW	Qualified	1	41.32	2.783%	2.3100	3.46	1.500%	0.5000	1.12	2.34
MCBW	Qualified	1	50.00	2.520%	2.1000	3.36	1.500%	0.5000	1.25	2.11
MBWE	Qualified	3	2,190.92	2.719%	2.3367	66.58	1.500%	0.5000	34.36	32.22
MBWE	Qualified	3	97.28	2.775%	2.3100	9.63	1.500%	0.5000	2.96	6.67
MBWE	Qualified	1	320.00	2.519%	2.1000	10.16	1.500%	0.5000	5.30	4.86
MCPP	Qualified	3	24.71	2.752%	2.3233	7.65	1.500%	0.5000	1.87	5.78
MCPP	Qualified	24	4,394.90	2.749%	2.3217	176.54	1.500%	0.5000	77.92	98.62
MCEB	Qualified	6	1,435.94	2.780%	2.3100	53.78	1.500%	0.5000	24.54	29.24
MCEB	Qualified	2	74.42	2.782%	2.3100	6.69	1.500%	0.5000	2.12	4.57
MCHV	Qualified	2	33.10	2.779%	2.3100	5.54	1.500%	0.5000	1.50	4.04
MCHV	Qualified	1	52.75	2.787%	1.8000	3.27	1.500%	0.5000	1.29	1.98
MCHV	Qualified	36	4,287.26	2.779%	2.3111	202.36	1.500%	0.5000	82.31	120.05
MBL5	Qualified	17	2,871.96	2.780%	2.3100	119.11	1.500%	0.5000	51.58	67.53
MBL5	Qualified	7	257.17	2.780%	2.3100	23.32	1.500%	0.5000	7.36	15.96
MBL5	Qualified	3	175.00	2.520%	2.1000	10.71	1.500%	0.5000	4.13	6.59
VISA	Return	1	398.53	2.780%	2.3100	13.39	1.500%	0.0000	5.98	7.41
MCBS	Return	1	80.00	2.525%	2.1000	4.12	1.500%	0.0000	1.20	2.92
MDBT	Return	1	97.91	2.778%	2.3100	5.03	1.500%	0.0000	1.47	3.56
Fee	GP Fee - Risk Assessment Fee	3,755	566,524.64	1.956%	1.6361	17,226.34	0.500%	0.5000	4,710.12	12516.22
Fee	Settlement Funding Fee	3,755	566,524.64	0.809%	0.9162	8,026.34	0.500%	0.5000	4,710.12	3316.22
AMEX	Auth Fees	3	0.00	0.00%	0.8500	2.55	0.00%	0.5000	1.50	1.05
DISC	Auth Fees	87	0.00	0.00%	0.8400	73.08	0.00%	0.5000	43.50	29.58
DISC	Auth Fees	4	0.00	0.00%	0.8500	3.40	0.00%	0.5000	2.00	1.40
VISA	Auth Fees	4	0.00	0.00%	0.8400	3.36	0.00%	0.5000	2.00	1.36
VISA	Auth Fees	4,590	0.00	0.00%	0.8393	3,852.54	0.00%	0.5000	2,295.00	1,557.54
VISA	Auth Fees	411	0.00	0.00%	0.8499	349.32	0.00%	0.5000	205.50	143.82
MC	Auth Fees	8	0.00	0.00%	0.8400	6.72	0.00%	0.5000	4.00	2.72
MC	Auth Fees	1,967	0.00	0.00%	0.8386	1,649.56	0.00%	0.5000	983.50	666.06
MC	Auth Fees	183	0.00	0.00%	0.8499	155.54	0.00%	0.5000	91.50	64.04
Fee	Bank Deposit Svc Fee (Batch)	76	0.00	0.00%	0.2000	15.20	0.00%	0.0000	0.00	15.20
Fee	Batch Per Item Fee	3	0.00	0.00%	0.5567	1.67	0.00%	0.0000	0.00	1.67
Fee	Batch Per Item Fee	3,755	0.00	0.00%	0.5455	2,048.21	0.00%	0.0000	0.00	2,048.21
Fee	Account Maintenance Fee	4	0.00	0.00%	5.0000	20.00	0.00%	0.0000	0.00	20.00
Fee	Memb Fee	4	0.00	0.00%	5.0000	20.00	0.00%	0.0000	0.00	20.00
Statement Totals		3,755	566,524.64			63,686.30			29,302.38	

TOTAL POTENTIAL MONTHLY SAVINGS \$34,383.92
POTENTIAL YEARLY SAVINGS \$412,607.01
PERCENTAGE SAVINGS 54%

This is a summary of proposed rate and fee changes



LINCOLNTON
AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council
Date: June 26, 2025
From: David Ramsey, Business Services Director
Subject: City Hall HVAC upgrade

Summary:

Current controllers in offices are from 2005 and do not operate nor communicate properly with 2024/25 units. System controls are outdated and do not work properly with new units. This project brings all HVAC systems to today and future communications and technology.

Background:

Daily struggle to provide proper/comfortable temperatures throughout the building, humidity in the building leads to moldy mildew smells which could lead to harmful health consequences for employees.

Fiscal Impact:

Recommendation:

Attachments:

1. Lincoln County City Hall SC+ Upgrade Prop3-with heat 05-19-2025



Proposal

Proposal is valid for 15 days.

Customer must obtain credit approval and release order to production within 60 days of proposal date.

PROPRIETARY AND CONFIDENTIAL PROPERTY OF Trane U.S. Inc.
DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED

Prepared For:

Lincoln City Government

Date:

May 19, 2025

Job Name:

Lincoln County City Hall SC+ Upgrade
With Heat in each box

Proposal Number: F1-193185-23073-1

Opportunity ID: 7966867

Delivery Terms:

Freight Allowed and Prepaid - F.O.B. Factory

Payment Terms:

Net 30 Days

Trane U.S. Inc. is pleased to provide the following proposal for your review and approval.

HVAC Controls

General Notes

All work to occur between 7:00 am and 5:00 pm Monday through Friday

Engineered submittals and as-built documentation

Control wiring installation

Plenum rated cable in concealed and accessible area, EMT conduit in exposed areas and mechanical rooms

Warranty – (1) year parts and labor

Provide custom graphics

Owner training – (4) hours

Tag Data – System Control (Qty: 1)

Item	Tag(s)	Qty	Description
A1	SC+	1	System-Level BMS

Scope Details – System Control

Upgrade existing Tracer SC to Tracer SC+

Tag Data – VAV Controls (Qty: 29)

Item	Tag(s)	Qty	Description
B1	VAV	29	Single Duct VAV w/ Electric Heat

Scope Details – VAV Controls

Wire communication to field-installed DDC controller

Provide, install and wire BACnet DDC controller

Provide, install and wire zone sensor

Provide, install and wire DAT sensor

ADD electric heat to each location for individual heating and cooling control simultaneously- new load and line side conduit, conductors, breakers and disconnects

Total Net Price (excluding sales tax) \$ 141,391.00

Trane shall have the right, at its discretion, to pass along any related increases should (1) its costs related to the manufacture, supply, and shipping for any product or service materially increase. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control and/or (2) any tariffs, taxes, levies or fees affecting, placed on or related to any product or service materially increases.

Tax Status: Taxable ☐ Exempt ☐	If you are claiming an exemption from sales tax on this project, please submit a completed exemption certificate for both the jobsite location state and the state where the equipment will be delivered (if different from the jobsite). You can submit the relevant state exemption certificate at the following link: https://trane.certifytax.com/custportalas.aspx . You will receive an email indicating approval or rejection within 1-2 business days. If your exemption claim is rejected, sales tax will be billed based on the state where the equipment was delivered. For any questions, please email: financial_services-tax_department@tranetechnologies.com.
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Sincerely,

Matt Medina, Controls Account Manager

Trane U.S. Inc.

4501 South Tryon Street

Charlotte, NC 28217

E-mail: matt.medina@trane.com

Office Phone: (704) 525-9600

Cell: (704) 302-7791

Fax: (704) 525-8582

This proposal is subject to your acceptance of the attached Trane terms and conditions.

TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

"Company" shall mean Trane U.S. Inc. for Work performed in the United States or Trane Canada ULC for Work performed in Canada.

1. Acceptance; Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the commercial goods and/or services described (the "Work"). **COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

4. Pricing and Taxes. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Work are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of goods. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If such release is not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer's actions, Company may also charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased.

5. Exclusions from Work. Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

6. Performance. Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

7. Payment. Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

8. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

9. Access. Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and/or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.

10. Completion. Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

11. Permits and Governmental Fees. Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

12. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

13. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

14. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

15. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

18. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

19. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, INCLUDING CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

20. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

21. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

22. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

23. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL

Workers Compensation**Statutory Limits**

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

24. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

25. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

26. Federal Requirements. The Parties shall comply with all United States federal labor law obligations under 29 CFR part 471, appendix A to subpart A. THE FOLLOWING PROVISIONS ARE INCORPORATED HEREIN BY REFERENCE: Executive Order 11701 and 41 CFR §§ 60-250.5(a), 60-300.5; Executive Order 11758 and 41 CFR § 60-741.5(a); U.S. immigration laws, including the L-1 Visa Reform Act of 2004 and the H-1B Visa Reform Act of 2004; and Executive Order 13496. The Parties shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to protected veteran status or disability. The Parties certify that they do not operate any programs promoting DEI that violate any applicable United States anti-discrimination laws and acknowledge and agree that their compliance with all applicable federal anti-discrimination laws is material to the federal government's payment decisions. The Parties acknowledge and agree that their employment, procurement, and contracting practices shall not consider race, color, sex, sexual preference, religion, or national origin in ways that violate United States federal civil rights laws.

27. Export Laws. The obligation of Company to supply Equipment and/or Services under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment and/or Services are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment and/or Services to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.

28. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

29. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

30. Building Automation Systems and Network Security. Customer and Trane acknowledge that Building Automation System (BAS) and connected networks security requires Customer and Trane to maintain certain cybersecurity obligations. Customer acknowledges that upon completion of installation and configuration of the BAS, the Customer maintains ownership of the BAS and the connected network equipment. Except for any applicable warranty obligations, Customer is solely responsible for the maintenance and security of the BAS and related networks and systems. In the event there is a service agreement between Trane and Customer, Trane will provide the services as set forth in the service agreement.

In order to maintain a minimum level of security for the BAS, associated networks, network equipment and systems, Customer's cybersecurity responsibilities include without limitation:

1. Ensure that the BAS, networks, and network equipment are physically secure and not accessible to unauthorized personnel.
2. Ensure the BAS remains behind a secure firewall and properly segmented from all other customer networks and systems, especially those with sensitive information.
3. Keep all Inbound ports closed to any IP Addresses in the BAS.
4. Remove all forwarded inbound ports and IP Addresses to the BAS.
5. Maintain user login credentials and unique passwords, including the use of strong passwords and the removal of access for users who no longer require access.
6. Where remote access is desired, utilize a secure method such as Trane Connect Secure Remote Access or your own VPN.
7. For any Trane services requiring remote data transfer and/or remote user access, configure the BAS and related firewall(s) per instructions provided by Trane. This typically includes configuring Port 443 and associated firewall(s) for Outbound only.
8. Perform regular system maintenance to ensure that your BAS is properly secured, including regular software updates to your BAS and related network equipment (i.e., firewalls).

Any and all claims, actions, losses, expenses, costs, damages, or liabilities of any nature due to Customer's failure to maintain BAS security responsibilities and/or industry standards for cybersecurity are the sole responsibility of the Customer.

1-26.251-10(0325)
Supersedes 1-26.251-10(0225)

SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

"**Customer Data**" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

"**Equipment**" shall have the meaning set forth in the Agreement.

"**HVAC Machine Data**" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

"**Security Incident**" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

"**Services**" shall have the meaning set forth in the Agreement.

2. **HVAC Machine Data; Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
 - a. **Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
 - b. **Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
 - c. **Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
 - d. **Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
 - e. **Third Party Systems.** Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.
3. **Customer Data; Confidentiality.** Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the

purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.

4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "**Laws**").
5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. Information Security Contact. Trane's information security contact is Local Sales Office.
9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. Secure Disposal Policies. Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.
13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
 - (i) Data backups; and
 - (ii) Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.
15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession,

custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.

16. Background Checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

October 2024
Supersedes: November 2023v2



LINCOLNTON
AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council
Date: June 26, 2025
From: David Ramsey, Business Services Director
Subject: Auto-Pay Decline Policy

Summary:

New policy to deal with accounts that are set up on Auto-Pay that decline every month or several months in a row.

Background:

We have the ability to cancel an auto-pay account that declines as we still get charged the cc fees - this policy sets guidelines for canceling the auto-pay due to the transaction getting declined month after month.

Fiscal Impact:

Recommendation:

Attachments:

1. Auto_Pay_Decline_Policy

City of Lincoln

Auto Pay Decline Policy

Purpose

This policy establishes guidelines for managing declined auto pay transactions for account holders using the City of Lincoln automatic bill payment service.

Policy

1. Auto Pay Enrollment

Account holders may enroll in auto pay for the convenience of recurring automatic payments for utility services bills.

2. Declined Payments

If an auto pay transaction is declined due to insufficient funds or any other reason, the account holder will be promptly notified via email, postal mail or by telephone.

3. Decline Fee

A \$5.00 service charge will be assessed for each declined auto pay transaction. This charge will be added to the customer's next bill.

4. First Decline

Following the first declined transaction, the account holder will be notified of:
The failed payment,
The assessed \$5.00 fee, and
Instructions to resolve the issue to avoid future disruptions.

5. Second Consecutive Decline

If the auto pay transaction is declined again in the following billing cycle, the City will:
Automatically cancel the customer's auto pay enrollment, and
Apply an additional \$5.00 fee.

6. Manual Payment Requirement

Once auto pay is canceled, the customer is responsible for making alternate method payments until they successfully re-enroll in the program.

7. Re-Enrollment

Customers may re-enroll in auto pay after resolving the cause of the prior declines. Approval of re-enrollment is at the discretion of the City of Lincoln Utility Billing Department.

8. Exception Handling

The Utility Billing Department may grant exceptions on a case-by-case basis based on demonstrated extenuating circumstances.

Review and Amendments

This policy will be reviewed periodically by the Billing Department. Revisions may be made as necessary to reflect changes in procedures, technology, or regulatory requirements.

Contact

For questions regarding this policy, contact the City of Lincoln Utility Billing Department at 704-736-8980.



LINCOLNTON AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council
Date: June 26, 2025
From: Chris Jones, Technology & Innovation Director
Subject: Contract for SAAS Protection-Google

Summary:

The City of Lincolnton has received renewal quotes for Datto SaaS Protection (Backupify) covering Microsoft 365 and Google Workspace. Two options are presented: a 1-year renewal at \$5,222.40 and a 3-year renewal at \$14,400.00. This proposal highlights the strategic and financial advantages of selecting the 3-year option.

Background:

Why SaaS Protection Is Essential

As the City of Lincolnton increasingly relies on cloud-based platforms like Microsoft 365 and Google Workspace for communication, file storage, and collaboration, protecting that cloud data has become mission-critical. While these platforms offer excellent availability and uptime, they do not provide comprehensive data backup or recovery services. Microsoft and Google follow a shared responsibility model, meaning it is the city's responsibility to protect data from accidental deletion, ransomware, human error, malicious insiders, and legal compliance requirements.

SaaS protection solutions like Backupify are specifically designed to fill this gap. They offer automated backups, point-in-time restore options, long-term data retention, and eDiscovery capabilities, ensuring that vital city records, emails, and documents are never lost and can be quickly recovered when needed. This is particularly important for meeting public records laws, protecting sensitive data, and maintaining business continuity in the face of cyber threats or user mistakes.

Without a dedicated SaaS protection platform, the city would face significant operational and legal risks in the event of data loss or corruption within these widely used systems.

Fiscal Impact:

1-Year Total (3 Years): $\$5,222.40 \times 3 = \$15,667.20$

3-Year Total: \$14,400.00

Recommendation:

Choosing the 3-year Backupify renewal offers the City of Lincoln meaningful cost savings, budgeting predictability, and operational efficiency. It reflects a forward-thinking approach to safeguarding critical cloud data while optimizing public funds.

Attachments:

1. City of Lincoln - 3-year Backupify (Datto SaaS Protection) Renewal 2025
2. City of Lincoln - 1-year Backupify (Datto SaaS Protection) Renewal 2025

Prepared By: Alessandro Zennaro
Date: 03-Jun-2025
Quote Valid Until: 01-Jul-2025
Payment Terms: Upon Receipt

Bill To:
Chris Jones
City of Lincolnton
114 W Sycamore St.
Lincolnton, NC 28092
United States

Ship To:
Chris Jones
City of Lincolnton
114 W Sycamore St.
Lincolnton, NC 28092
United States

Annual										Start Date: 01-Jul-2025
SKU	Name	Billing Frequency	Effective Dates	List Price	Discount	Effective Price	Quantity	Price Per Period	Term	Total
S-CLD-SAASP-PLUS	SaaS Protection for Microsoft 365 and Google Workspace per user	Annual	01-Jul-2025-30-Jun-2028	48.00	68.75%	15.00	320	4,800.00	3 Years	14,400.00
Description: SaaS Protection for Microsoft 365 and Google Workspace per user										
Ship To: Chris Jones										
SubTotal:										USD 14,400.00

Annual Amount :USD 4,800.00

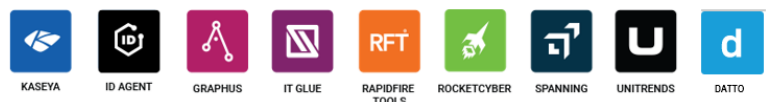
Total Quote Amount: USD 14,400.00

**Applicable Taxes will be applied upon invoicing
**Terms < 1 may reflect higher price per period than Total Quote Amount*

By clicking the "I Accept this Quote" button below (or accepting this Quote through any other means), I confirm that: (i) I am placing an order for the products and services described in the Quote; (ii) the use, purchase, distribution or other activities related to the products and services, as well as any related relationship with Kaseya, is subject to the Kaseya Master Agreement, which can be found at <https://www.kaseya.com/legal/kaseya-master-agreement/>; (iii) I hereby agree to the terms and conditions of the Kaseya Master Agreement (iv) and, any other terms or conditions, such as those on my purchase order or other document that is not sent by Kaseya, will not apply and will have no force or effect.

Comprehensive. Integrated. Cost-Effective

Kaseya is a leading provider of IT and Security management solutions For managed service providers (MSPs) and small to medium sized Businesses (SMB's). To learn more visit www.kaseya.com



Prepared By: Alessandro Zennaro
Date: 03-Jun-2025
Quote Valid Until: 01-Jul-2025
Payment Terms: Upon Receipt

Bill To:
 Chris Jones
 City of Lincolnton
 114 W Sycamore St.
 Lincolnton, NC 28092
 United States

Ship To:
 Chris Jones
 City of Lincolnton
 114 W Sycamore St.
 Lincolnton, NC 28092
 United States

Annual										Start Date: 01-Jul-2025
SKU	Name	Billing Frequency	Effective Dates	List Price	Discount	Effective Price	Quantity	Price Per Period	Term	Total
S-CLD-SAASP-PLUS	SaaS Protection for Microsoft 365 and Google Workspace per user	Annual	01-Jul-2025-30-Jun-2026	63.84	74.44%	16.32	320	5,222.40	1 Years	5,222.40
Description: SaaS Protection for Microsoft 365 and Google Workspace per user										
Ship To: Chris Jones										
SubTotal:										USD 5,222.40

Annual Amount :USD 5,222.40

Total Quote Amount: USD 5,222.40

**Applicable Taxes will be applied upon invoicing*
***Terms < 1 may reflect higher price per period than Total Quote Amount*

By clicking the "I Accept this Quote" button below (or accepting this Quote through any other means), I confirm that: (i) I am placing an order for the products and services described in the Quote; (ii) the use, purchase, distribution or other activities related to the products and services, as well as any related relationship with Kaseya, is subject to the Kaseya Master Agreement, which can be found at <https://www.kaseya.com/legal/kaseya-master-agreement/>; (iii) I hereby agree to the terms and conditions of the Kaseya Master Agreement (iv) and, any other terms or conditions, such as those on my purchase order or other document that is not sent by Kaseya, will not apply and will have no force or effect.

Comprehensive. Integrated. Cost-Effective

Kaseya is a leading provider of IT and Security management solutions For managed service providers (MSPs) and small to medium sized Businesses (SMB's). To learn more visit www.kaseya.com





LINCOLNTON AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council
Date: June 26, 2025
From: Chris Jones, Technology & Innovation Director
Subject: Google Workspace- 3 YR Renewal

Summary:

The City of Lincolnton currently utilizes Google Workspace to manage email, calendars, file storage, collaboration tools, and administrative functions across departments. As we approach the renewal period, we propose entering a 3-year contract for Google Workspace Enterprise Standard with Daston Corporation, a Google Premier Partner. This agreement locks in a significantly discounted rate and ensures continuity, security, and collaboration tools that scale with our organizational needs.

Background:

In 2019, the City of Lincolnton adopted Google Workspace (formerly G Suite) as its primary productivity and collaboration platform. This decision was driven by the need for a scalable, cloud-based solution that could enhance communication, support remote access, and reduce dependency on aging on-premises infrastructure. Since its implementation, Google Workspace has become an integral part of our daily operations across departments—powering email communications, file sharing, document collaboration, and video conferencing.

The adoption has streamlined workflows, improved interdepartmental communication, and ensured high availability of services, even during periods of remote or hybrid work. Our IT team has benefited from centralized administration, strong data protection policies, and Google’s built-in security and compliance tools. As we approach the end of our current agreement, a long-term renewal positions us to continue leveraging these benefits while optimizing costs through a 3-year commitment.

Fiscal Impact:

License Type: Google Workspace Enterprise Standard

User Count: 220 licenses

Contract Period: July 7, 2025 – July 7, 2028

Annual Rate: \$226.80/user/year (vs. \$324.00 list price)

Annual Total: \$49,896.00

Total 3-Year Cost: \$149,688.00

Total Savings Over 3 Years: \$64,152.00

Recommendation:

We recommend moving forward with the proposed 3-year Google Workspace Enterprise Standard contract through Daston Corporation. This decision ensures financial responsibility, continuity of services, and access to a flexible and secure platform that supports the City's growing digital needs.

Attachments:

1. 5218-ES, 1 Year Option
2. 5217-ES, 3 Year Option



Estimate

Daston Corporation
19 E Market St # LL01
Leesburg VA 20176-3004
United States

Date	Estimate #
6/18/2025	5218-ES

Bill To

Chris Jones
Lincolnton, North Carolina
114 W Sycamore St.
Lincolnton NC 28092
United States

Contact Information

Adam Ulan
SVP Google Business
Daston Corporation, an award winning Google Premier Partner
Cell: 703-963-5036 (Primary)

Quote Expires

7/3/2025

Memo:

Google Workspace Enterprise Standard for
lincolntonnc.org. 1 Year Contract Commitment. PoP:
07/07/2025-07/07/2026.

Item	Qty	Description	Rate	Amount
Google - Workspace Enterprise Standard	220	Google Workspace Enterprise Standard 12 month term Google - GAPPS-ENT-STD-1USER-1MO List Price = \$324.00/user/year Discounted Price = \$243.00/user/year Annual Savings = \$17,820.00 Start Date: 07/07/2025 End Date: 07/07/2026 Type: Renewal Product: Enterprise Standard Customer Domain Name: lincolntonnc.org Annual Billing Terms. Net 30.	243.00	53,460.00

	Total	\$53,460.00
--	-------	-------------

Approval_____ Date_____



Estimate

Daston Corporation
19 E Market St # LL01
Leesburg VA 20176-3004
United States

Date	Estimate #
6/18/2025	5217-ES

Page 1 of 2

Bill To

Chris Jones
Lincolnton, North Carolina
114 W Sycamore St.
Lincolnton NC 28092
United States

Contact Information

Adam Ulan
SVP Google Business
Daston Corporation, an award winning Google Premier Partner
Cell: 703-963-5036 (Primary)

Quote Expires

7/3/2025

Memo:

Google Workspace Enterprise Standard for
lincolntonnc.org. 3 Year Contract Commitment. PoP:
07/07/2025-07/07/2028.

Item	Qty	Description	Rate	Amount
Google - Workspace Enterprise Standard	220	Google Workspace Enterprise Standard Year 1 of 3 Google - GAPPS-ENT-STD-1USER-1MO List Price = \$324.00/user/year Discounted Price = \$226.80/user/year Annual Savings = \$21,384.00 Start Date: 07/07/2025 End Date: 07/07/2026 Type: Renewal Product: Enterprise Standard Customer Domain Name: lincolntonnc.org	226.80	49,896.00
Google - Workspace Enterprise Standard	220	Google Workspace Enterprise Standard Year 2 of 3 Google - GAPPS-ENT-STD-1USER-1MO List Price = \$324.00/user/year Discounted Price = \$226.80/user/year	226.80	49,896.00

Approval_____ Date_____

Daston is a SBA approved small HUBZone and Woman Owned Business.
For verification see SAM.GOV



Estimate

Daston Corporation
19 E Market St # LL01
Leesburg VA 20176-3004
United States

Date	Estimate #
6/18/2025	5217-ES

Page 2 of 2

Item	Qty	Description	Rate	Amount
Google - Workspace Enterprise Standard	220	Annual Savings = \$21,384.00 Start Date: 07/07/2026 End Date: 07/07/2027 Type: Renewal Product: Enterprise Standard Customer Domain Name: lincolntonnc.org Google Workspace Enterprise Standard Year 3 of 3 Google - GAPPS-ENT-STD-1USER-1MO List Price = \$324.00/user/year Discounted Price = \$226.80/user/year Annual Savings = \$21,384.00 Start Date: 07/07/2027 End Date: 07/07/2028 Type: Renewal Product: Enterprise Standard Customer Domain Name: lincolntonnc.org **Full Term Savings Based on 220 Enterprise Standard Licenses = \$64,152.00** Multi-Year Order (2025-2028). Annual Billing Terms. Net 30. ** Should Customer need to cancel this 36 month contract for any reason, Google will need to assist in terminating the contract. If Google is unable to terminate or change the existing 3 year commit contract, Customer will owe Daston the remaining balance owed on the 3 year contract commit if it still needs to terminate.**	226.80	49,896.00

	Total	\$149,688.00
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LINCOLNTON
AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council
Date: June 26, 2025
From: Pamela McBryde, Finance Director
Subject: Budget Amendment to the Annual Budget Ordinance for the fiscal year ending June 30, 2025

Summary:

Background:

Fiscal Impact:

Recommendation:

Attachments:

1. Budget Amendment (BA-07-25)

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](mailto:d Ingram@lincolntonnc.org)

CITY ATTORNEY

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

BA-07-25

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	\$	1,253,940
Police		1,686
Fire		2,975
Solid Waste		960
Planning/Zoning		3,000
Recreation		9,567
	<u>\$</u>	<u>1,272,127</u>

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

General: Ad Valorem Levy	\$	53,711
General: Prior Year Taxes		1,870
FD: Boger City Fire Tax		3
General: Interest on Taxes		1,326
General: Lease/Rental Vehicle Tax		426
General: Local Sales & Use Tax		166,912
PD: Controlled Substance Tax		128
General: Franchise Tax		202,453
SW: Rollout Fees		960
General: Cemetery Lot Sales		1,600
PD: Officers Fees		212
PD: Inspection Fees		325
PD: Misc. Revenue		1,022
P&Z: Zoning Department Fees		3,000
P&Z: Inspections		2,975
Rec: Registration & Entry Fees		15,014
Rec: Sponsorships		250
Rec: Rental Fees		1,399
General: Interest		42,000
General: Sale of Capital Assets		14,175
General: WEX-Fuel Rebates		519

Rec: Veterans Banner Project	(7,096)
General: Federal Equitable Deposits	(24,981)
Loan Proceeds	143,757
Appropriation from Fund Balance-GF	650,000
	<u>\$ 1,272,127</u>

General Fund: Ad Valorem and Prior Year taxes, Misc Revenues for the Parks & Recreation, Police, Fire, P&Z and Solid Waste departments, Hollybrook Cemetery sales, Interest income, Wex fuel rebates, Enterprise Rentals-Lease Program GASB 87, Veteran Banners Project, & Federal Equity payments - reversed to unearned revenue, GovDeal payments, Local Sales and Use Tax, Interest income and Fund Balance Appropriation for PY Capital Projects.

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

Powell Bill Construction/Other	<u>\$ 1,267</u>
--------------------------------	-----------------

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

Investment Income	\$ 241
Miscellaneous Revenue	\$ 1,026
	<u>\$ 1,267</u>

Powell Bill Fund: Record interest income earned and GovDeal payments.

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

Distribution and Collection	\$ 150,000
Wastewater Treatment Plant	200,000
Water and Sewer Intangibles	37,369
	<u>\$ 387,369</u>

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

Investment Income	\$ 22,000
Connection Charges	3,930
Other Operating Revenues	11,439
Fund Balance Appropriated	350,000
	<u>\$ 387,369</u>

Water and Sewer Fund: DebtSetoff Collections, Charter Communications rental fees, miscellaneous fees, FEMA-Projects: (1) Cat B-798326; (2) Cat F-808646, Insurance settlement - National General-hydrant replacement, and Interest income earned.

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

Electric Operations	<u>\$ 33,813</u>
---------------------	------------------

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

Investment Income	\$ 22,000
Electric Sales	4,311
Other Operating Revenue	7,502
	<u>\$ 33,813</u>

Electric Fund: FEMA: Cat B-798326, Carolina Elite Builders Meter fees, Interest income earned, Default Fees, and Utility receivables-Debt Setoff reimbursement.
--

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.

Section 18: 2024-2025 Year-end budget adjustments and authorization to make amendments that may result from adjustments made by auditors to entries, with a report being made to Council at the next scheduled meeting.

TOTAL AMENDMENT	\$	1,694,576
-----------------	----	-----------

Adopted this 26th day of June, 2025

Attest:

Daphne Ingram
City Clerk

Edward L Hatley
Mayor

City of Lincolnton
P. O. Box 617
128 Motz Avenue
Lincolnton, North Carolina
28093-0617



Public Works
Phone (704) 736-8940
FAX (704) 736-8959
www.lincolntonnc.org

MEMORANDUM

To: Ritchie Haynes, City Manager
From: Nathan C. Eurey, Public Services Director
Subject: Purchase of a New Way Automated Trash Truck
Date: 06/12/2025

Ritchie,

As you are aware, we have been in communications with Mark Hughel with Vanguard Truck Centers of North Carolina. Mark works closely with William Brown with the Amick Equipment Company to provide, for purchase, truck chassis and trash refuse bodies to towns and cities in the Southeast. Mark has stated that he has a 2024 Autocar ACX64 chassis ready for purchase. The Autocar chassis will be fitted with a New Way 31-yard Sidewinder body from the Amick Equipment Company will be available sometime in January or February. The truck itself would be available for delivery sometime in the 1st quarter of 2026.

Given the current state of supply demands in the market with vehicles and products, it's my recommendation to seek Council's approval to issue a "Letter of Intent" to purchase the 2024 Autocar ACX64 chassis side loading refuse truck in the amount of \$404,500.00. The letter will help secure the truck and allow the City to purchase it after July 1, 2025. Attached is a proposed draft of the "Letter of Intent". Let me know if you have any questions.

Thanks,

Nathan

City of Lincolnton
P. O. Box 617
128 Motz Avenue
Lincolnton, North Carolina
28093-0617



Public Works
Phone (704) 736-8940
FAX (704) 736-8959
www.lincolntonnc.org

June 12, 2025

Mark Hughel
New Truck Sales
Vanguard Truck Centers of NC
3880 Jeff Adams Dr.
Charlotte, NC 28206

William Brown
New Equipment Sales Rep.
Amick Equipment Company, Inc.

Mark/William,

This letter shall serve as notice by the City of Lincolnton, through the Public Works Department, that the City intends to purchase one (1) New Way 31-yard Sidewinder body on a 2024 Autocar ACX64 chassis side loading trash truck in the amount of \$404,500.00 with an approximated delivery of said vehicle in the 1st quarter of 2026.

The execution of this intent is dependent upon the Lincolnton City Council's approval of this letter at their upcoming June 26th meeting.

Sincerely,

Nathan Eurey
Public Services Director
City of Lincolnton
704-736-8940
neurey@lincolntonnc.org

cc: Ritchie Haynes, Lincolnton City Manager



LINCOLNTON AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council
Date: June 26, 2025
From: Jean Derby, Planning Director
Subject: Consideration of Adoption of a Resolution Opposing Senate Bill 205(2025 Session), Edition 3.

Summary:

The bill aims to limit local government zoning and development regulation authority by prohibiting them from adopting regulations unless explicitly allowed by state law. To quote the Town of Harrisburg, this is a "clear attempt to strip local governments of the authority to shape the growth and safety of our communities".

Background:

This bill encompasses the following provisions, among others:

- Elimination of the authority to regulate minimum parking requirements.
- Significant reduction of review periods.
- Provision for denied applicants to resubmit their case for a public hearing without a one-year waiting period.
- Mandatory administrative approval of preliminary and final plats, bypassing governing board approval.
- Prohibition of applying design standards to new residential developments (e.g., mandating brick facades or full brick construction).
- Requirement for zoning districts to be based on density rather than lot size.
- Restriction on the types of Conditions of Approval applicable to Conditional Zoning cases.
- Extension of the vested rights timeframe from two years to five years.

Fiscal Impact:

Should this bill become state law, our review period for applications and projects would be significantly reduced. This could necessitate an additional staff member to ensure adherence to the state-mandated timeframe.

Recommendation:

Recommend adopting the Resolution Opposing Senate Bill 205 (2025 Session), Edition 3

Attachments:

1. Resolution to Oppose SB 205

CITY COUNCIL

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



CITY MANAGER

Ritchie Haynes
rhaynes@lincolntonnc.org
CITY CLERK
Daphne Ingram
[dingram@lincolntonnc.org](mailto:d Ingram@lincolntonnc.org)
CITY ATTORNEY
John Friguglietti, Jr.

RESOLUTION OPPOSING SENATE BILL 205 (2025 SESSION), EDITION 3

WHEREAS North Carolina House Bill 765, titled "An Act to Reform Local Government Development Regulations in this State," was introduced in the 2025 Legislative Session to enact sweeping changes affecting local government planning, zoning, and development regulations codified through Chapter 160D of the North Carolina General Statutes; and

WHEREAS House Bill 765 proposed significant and astounding changes to the structure of local governance, which included but were not limited to sweeping changes to the authority of local governing boards over development regulations, including the City of Lincolnton Unified Development Ordinance; and

WHEREAS House Bill 765 was re-referred to the Committee on Finance on May 6, 2025, has not moved since that time, and failed to meet the crossover deadline; and

WHEREAS Senate Bill 205 was introduced as a bill to prohibit local boards of health from regulating private pools serving single-family homes and other technical changes to Chapter 130A of the General Statutes; and

WHEREAS Senate Bill 205 passed unanimously in the Senate on April 8, 2025, and was sent to the House for consideration; and

WHEREAS on or around June 5, 2025, Senate Bill 205 was submitted to the Committee on Regulatory Reform, and Committee Substitute (PCS45414-RI-22) was submitted on June 11, 2025, which received favor and was re-referred to the Committee on Rules; and

WHEREAS the Committee Substitute (PCS45414-RI-22), which has been codified as Edition 3 of Senate Bill 205, includes a large amount of the language contained in House Bill 765, which this Board and many other local government boards stood opposed to; and

WHEREAS this Board believes that this behind-the-scenes attempt to incorporate the opposed language of House Bill 765 into Senate Bill 205 to attempt to enforce statewide residential development standards completely undermines the local autonomy and community-specific planning practices of local governments, by imposing standards that do not reflect the diverse needs of Lincolnton, and other counties and cities in North Carolina.

NOW, THEREFORE BE IT RESOLVED THAT the Lincolnton City Council formally opposes Senate Bill 205, Edition 3, and urges the General Assembly to reconsider the provisions set forth therein in favor of legislation that respects the authority and autonomy of local governments and promotes flexible community-driven development strategies;

BE IT FURTHER RESOLVED THAT the Lincolnton City Council encourages State legislators to work more collaboratively with local governments to craft policies and laws that support responsible growth, administrative efficiency, and long-term sustainability.

FURTHERMORE, the Lincolnton City Council encourages Senator Ted Alexander and Representative Heather Rhyne to oppose Senate Bill 205, Edition 3; and

FURTHERMORE, the Lincolnton City Council encourages its citizens, businesses, and property owners to express their concerns regarding Senate Bill 205.
Adopted this 26th day of June, 2025.

LINCOLNTON MAYOR AND CITY COUNCIL

Ed Hatley, Mayor

Kevin Demeny, Mayor Pro Tem

Mark Johnson

Jill Tipton

Roby Jetton

ATTEST: (SEAL)

Daphne Ingram, City Clerk



LINCOLNTON
AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council
Date: June 26, 2025
From: Jean Derby, Planning Director
Subject: Approval of Amended Schedule of Fees

Summary:

SEE ATTACHED

Background:

Fiscal Impact:

Recommendation:

APPROVAL

Attachments:

1. City of Lincolnton Schedule of Fees_2025-26_Planning Department



CITY OF LINCOLNTON
SCHEDULE OF FEES
2025-26

PLANNING AND ZONING ADMINISTRATION		
Zoning Fees		
PZ-0050	Rezoning Application	<2 acres, \$500, 2-5 acres \$750, 5+ acres \$1000
PZ-0060	Conditional Rezoning Application	<2 acres, \$500, 2-5 acres \$750, 5+ acres \$1000
Board of Adjustment Applications		
PZ-0080	Variance Application	\$400.00
PZ-0090	Interpretation Application	\$400.00
PZ-0100	Special Exception Application	\$400.00
PZ-0110	Temporary Structure Application	\$100.00
PZ-0120	Zoning Text Amendment Application	\$500.00
Zoning Permit		
PZ-0130	Single and Two-Family Residential	\$75.00
PZ-0140	Residential Accessory Use	\$50.00
PZ-0150	Multifamily Residential and Non-Residential	\$100.00
PZ-0160	Business Permit	\$50.00
PZ-0170	Zoning Letter	\$50.00
PZ-0180	Permit Fee for Application for Backyard Hens	\$50.00
PZ-0200	Sign Permits	\$75.00
PZ-0300	Annexation	\$1,000.00
PZ-0350	Zoning Compliance Form	\$50.00
Alleyway/Street Closing		
PZ-0330	Alleyway/Street Closing Request Fee	\$50.00
PZ-0340	Advertising Costs (per public notice laws)	Actual going rate at time of request
Code Enforcement Fees		
PZ-0010	Abandoned Structures Ordinance	Actual contracted cost to City plus 25% administrative fee
PZ-0020	Commercial Maintenance Ordinance	Actual contracted cost to City plus 25% administrative fee
PZ-0030	Minimum Housing Ordinance	Actual contracted cost to City plus 25% administrative fee
PZ-0040	Nuisance Ordinance	Actual contracted cost to City plus 25% administrative fee
PZ-0190	Abatement Fees	Actual contracted cost to City plus 25% administrative fee
see Lincolnton City Police Civil Citation Schedule for citation fees		
Subdivision and Plan Review Fees		



CITY OF LINCOLNTON
SCHEDULE OF FEES
2025-26

PZ-0070	Site Plan Review First and every submittal after the third	\$300 plus \$50 per acre plus Engineer Fee Repeat Starting Fee
PZ-0240	Minor Subdivision Plat Every submittal after the third	\$200.00 \$50.00
PZ-0260	Major Subdivision Preliminary Plat	\$300.00
PZ-0270	(Per Lot) Every submittal after the third	\$10.00 Repeat Starting Fee
PZ-0280	Major Subdivision Final Plat Every submittal after the third	\$100.00 Repeat Starting Fee
PZ-0290	Applications for Relief Exception Plats Surety Bond Application Technical Review Committee (TRC) Consulting Engineer (per hour)	\$200.00 \$150.00 + \$10.00 per lot \$300.00 \$100.00 actual cost
Subdivision Inspection Fees		
WCON-0150	Water: including all lines, valves and fittings	\$1/linear foot
SCON-0040	Sewer: including all lines, manholes, pumps and fittings	\$1/linear foot
PW-0030	Street: pavement, curb & gutter, striping, storm drains and sidewalks	\$1/linear foot
DC-0010	Willing to Serve Letter	\$50.00
Driveway Permit Fees		
PW-0040	Single/two family	\$25.00
PW-0050	Commercial	\$50.00
PW-0060	Subdivision	\$100.00
Copies		
PZ-0210	Copy of Land Use Plan, Greenway Master Plan & Others	\$50.00
PZ-0220	Copy of Zoning Ordinance (UDO)	\$50.00*
PZ-0230	Copy of Zoning Map	\$25.00
PZ-0310	GIS MAPS (8 1/2 x 11)	\$2.00
PZ-0320	Large Scale Maps	\$25.00
* \$.25 per page-less than full copy ** Full or partial copy Fees could be waived if application complies with NC General Statute 1-110, Suit as a pauper; counsel.		

REMOVE THIS LINE
 REMOVE THIS LINE

CITY COUNCIL

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



CITY MANAGER

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

STAFF REPORT

TO: City Council

VIA: Ritchie Haynes, City Manager

DATE: June 26, 2025

FROM: Scott Clark, Assistant City Manager

PREPARED BY: Scott Clark, Assistant City Manager

SUBJECT: Information Security Agreement

SUMMARY STATEMENT

City Council is requested to approve an Information Security Agreement. The document would be utilized by staff for future, infrastructure-related records requests. Those requesting such information would be required to sign the agreement.

REVIEW

The City of Lincolnton receives multiple requests for infrastructure-related information. Such information may consist of water/sewer/electric mapping data. Typically, this data is used for design purposes for future developments, roadway projects, and infrastructure-related community improvements. These requests are most often requested by Engineering/Architectural Consultants, contractors, or utility providers.

This information is sensitive in nature and critical to the services we provide to our community. The Information Security Agreement protects our sensitive data and ensures accountability of those requesting these records. The agreement is utilized by other municipally-owned utilities and is written in accordance with North Carolina

General Statute Chapter 132. Our City Attorney has reviewed and approved of the agreement as written.

RECOMMENDATION

Staff recommends City Council approve the Information Security Agreement as written and authorize staff to begin the immediate use of it.

Attachments: Information Security Agreement



INFORMATION SECURITY AGREEMENT

I understand certain water & sewer infrastructure data, operational details and other utility information records (*as defined in N.C. General Statute Chapter 132*) qualify as security-sensitive or restricted information, and their release is therefore carefully managed and potentially exempt from disclosure requirements. As an individual and/or as an appointed representative of the company/agency listed below, or as an agent of any company, agency, or individual listed below, I agree the information provided to me will only be used for the legitimate business or community function for which the information was requested and provided.

I acknowledge the conditional release of sensitive/restricted water & sewer data, maps or other records does not in itself create any rights to operate, adjust, modify or otherwise interfere with the operation of any City of Lincolnton Utilities or other City facility. Any released data that provides location of underground facilities will never be used as a substitute for contacting a one-call center, such as 811, in accordance with N.C. General Statute Chapter 87 Article 8A, prior to excavation activities.

I will neither create nor publish information or maps using sensitive/restricted infrastructure. No part of sensitive/restricted information is to be copied or distributed outside my agency without the express written consent of The City of Lincolnton. Unless specifically authorized to do so in writing by The City of Lincolnton City Manager or other authorized staff, I and the agency I represent will not redistribute any sensitive/restricted project information to other parties (including subcontractors or clients) and any requests for sensitive/restricted information from parties outside my agency will be directed to The City of Lincolnton City Manager's office.

The City of Lincolnton's geographic data and other records are provided for general information purposes only. While The City of Lincolnton makes every effort to confirm the accuracy of information, it does not warrant nor guarantee information provided is accurate, current or complete. The City of Lincolnton assumes no responsibility for the consequences of inappropriate uses or misinterpretations of released data. I acknowledge that failure to follow this Agreement may result in actions including but not limited to forfeiture of access to sensitive/restricted information, contract termination, limits upon future work and payment of damages, if any. I will destroy this information when its stated use for the intended purpose has expired. I will safeguard the information against any use inconsistent with this Agreement and against any further disclosure or dissemination.

This agreement expires in accordance with the time restrictions set forth in N.C. General Statute § 132-11.

SIGNATURE: _____

PRINTED NAME: _____ DATE: _____

COMPANY/AGENCY NAME: _____ PHONE: _____

MAILING ADDRESS: _____

EMAIL ADDRESS: _____



**MASTER AGREEMENT
BETWEEN
LINCOLN COUNTY
AND
THE CITY OF LINCOLNTON**



THIS MASTER AGREEMENT (the “Agreement”) is made and entered into this the 1st day of July, 2025 by and between **LINCOLN COUNTY**, a North Carolina body corporate and politic (the “County”) and the **CITY OF LINCOLNTON**, a North Carolina municipal corporation (the “City”) (Collectively the City and the County are referred to herein as the “Parties”);

W I T N E S S E T H

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

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

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

WHEREAS, the County and the City, by and through their governing boards, have determined that it is a mutual advantage of the County and City, as well as an advantage to the citizens of both the City and the County, to enter into this Agreement for the provisions of multiple types of government services to the citizens of the City of Lincolnton and Lincoln County.

WHEREAS, the County and the City, by and through their governing boards, have determined that it is necessary to enter into this agreement for that purpose.

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

(1) **PURPOSE**. This Agreement shall serve as a master agreement between the City and the County for the provision of governmental services to the citizens of Lincolnton and Lincoln County (the “Services”), and for additional agreements between the City and the County not directly related to services to the public. This Agreement shall set forth the basic terms that shall apply to the performance of Services during the Term of this Agreement. Specific terms that apply to particular county departments and the performance of said services of those departments, as mutually agreed upon shall be set forth in separate addendums entered into by the Parties (“Service Addendum”). Each such Service Addendum shall reference this Agreement and shall be governed

by the terms and conditions herein. In the event of a conflict between a Service Addendum and this Agreement, the terms and conditions of this Agreement shall control, unless the Service Addendum expressly states that the terms and conditions of the Service Addendum shall control. Also, specific terms in one Service Addendum shall not affect any other Service Addendum under this Agreement without explicit agreement of the Parties.

(2) **TERM OF AGREEMENT.** This Agreement shall be for a term of five (5) years ending on June 30, 2030, and shall automatically renew on an annual basis thereafter unless one party provides written notice of termination at least ninety (90) days before the renewal of the Agreement.

(3) **INVOICING AND PAYMENTS.** Each Service Addendum shall provide the amount required to be paid by either the County or the City. All payments shall be invoiced by the payee on a quarterly basis, unless otherwise stated in the Service Addendum. The party responsible for payment shall be required to pay said invoice within 30 days of receipt. Failure to pay shall not immediately result in the termination of services, but the County and City agree to resolve any dispute regarding payment and invoicing as soon as possible so as not to delay the provision of Services to the public.

(4) **REVOCATION OF OUTSTANDING SERVICE AGREEMENTS.** Any written agreement between the City of Lincolnton and Lincoln County *for the provision of services* shall be automatically revoked upon execution of this Master Agreement unless otherwise provided for herein. This shall include, but is not limited to the following agreements:

(A) The Interlocal Cooperation Agreement between Lincoln County and the City of Lincolnton dated July 8, 2019, for the provision of maintenance services, the conveyance of property and the reduction of water/sewer rates.

(B) The Intergovernmental Services Agreement for Information Technology between Lincoln County and the City of Lincolnton dated August 7, 2017, for the provision of IT services.

(C) Memorandum of Understanding between Lincoln County and the City of Lincolnton dated May 11, 2015 regarding the provision of 911 services.

(D) Interlocal Agreement among Lincoln County, Lincoln County Board of Education and the City of Lincolnton Concerning Reverse 911 Services dated on or around July 1, 2011.

This Revocation shall not be applicable to any agreements between the City and County for the exchange or lease of real property, the exchange of revenues, or the provision of emergency services (EMS, Fire, or Law Enforcement), other than those agreements specifically revoked in a Service Addendum.

(5) **MISCELLANEOUS TERMS AND CONDITIONS.**

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

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

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

The County: Lincoln County
Attn: County Manager
353 N. Generals Blvd.
Lincolnton, NC 28092

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

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

(E) Mutual Negotiation. Both the County and the City acknowledge and stipulate that this Agreement is the product of mutual negotiation and bargaining and that it has been drafted by respective counsel for both the County and the City. As such, the doctrine of construction against the drafter shall have no application to this Agreement.

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

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

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

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

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

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

SIGNATURES TO APPEAR ON FOLLOWING PAGE

CITY OF LINCOLNTON,
a North Carolina municipal corporation

BY: _____
Ed Hatley, Mayor

ATTEST:

(SEAL)

Daphne Ingram, City Clerk

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

John Friguglietti, Jr., City Attorney

STATE OF NORTH CAROLINA
COUNTY OF LINCOLN

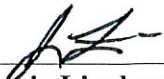
I _____, a Notary Public, do hereby certify that **Daphne Ingram** came before me this day and acknowledge that she is the City Clerk of the City of Lincolnton, a North Carolina Municipal Corporation, and that by authority duly given and as the act of the City Council of the City of Lincolnton, the foregoing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

Witness my hand and official seal this _____ day of _____, 2025.

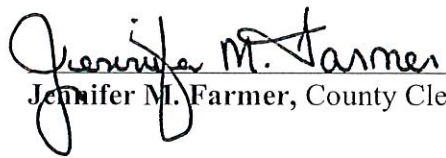
(SEAL)

Notary Public
My Commission Expires: _____

LINCOLN COUNTY,
a North Carolina body corporate and politic

BY: 
Jamie Lineberger
Chairman of the Board of Commissioners

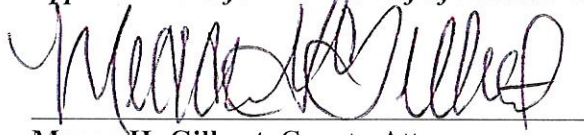
ATTEST:


Jennifer M. Farmer, County Clerk

(SEAL)



Approved as to form on behalf of Lincoln County.

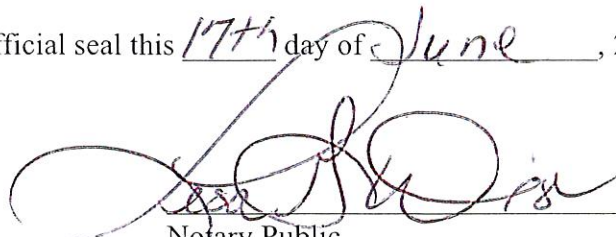

Megan H. Gilbert, County Attorney

STATE OF NORTH CAROLINA
COUNTY OF LINCOLN

I Lisa G. Wise, 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 17th day of June, 2025.




Notary Public
My Commission Expires: _____

SERVICE ADDENDUM 1

PLANNING & INSPECTIONS DIVISION OF DEVELOPMENT SERVICES

This **SERVICE ADDENDUM 1** is between the County and the City for the provision of services by the Lincoln County Planning & Inspections Division of Development Services.

RECITALS

WHEREAS, pursuant to N.C.G.S. §160D-1102(a), every local government shall perform the duties and responsibilities set forth in N.C.G.S. §160D-1104 either by: (i) creating its own inspection department, (ii) creating a joint inspection department in cooperation with one or more other units of local government, pursuant to Part 1 of Article 20 of Chapter 160A of the General Statutes, (iii) contracting with another unit of local government for the provision of inspection services pursuant to Part 1 of Article 20 of Chapter 160A of the General Statutes, or (iv) arranging for the county in which a city is located to perform inspection services within the city's jurisdiction as authorized by N.C.G.S. §160D-1104 and N.C.G.S. §160D-202;

WHEREAS, the County and the City, by and through their governing boards, have determined that it is a mutual advantage of the County and City, as well as an advantage to the citizens of both the City and the County, to enter into this Agreement for the following:

- a. The City desires to contract with the County, and the County desires to contract with the City, for the City to delegate building inspection ("Inspections") from the City to the County within the city limits and extraterritorial jurisdiction ("ETJ") of the City of Lincolnton, and
- b. The City desires to contract with the County, and the County desires to contract with the City, for the County to provide assistance through the County's Planning and Inspections division of Development Services to the City for the purpose of facilitating zoning code enforcement services ("Code Enforcement") within the city limits and ETJ of the City of Lincolnton

WHEREAS, the County has an established Planning and Inspections division of Development Services (the "Planning Division") that meets the requirements of Article 11 of Chapter 160D of the N.C. General Statutes, and this Agreement is an agreement pursuant to N.C.G.S. §160D-1102(a)(iii) and (iv) to arrange for the County, in which the City is located, to perform inspection services within the City's jurisdiction as authorized by N.C.G.S. 160D-1104; and

WHEREAS, the County and the City have previously entered into an agreement dated October 2, 2023 (the "Current Agreement") wherein it was determined by both parties that the County would provide County personnel who shall provide zoning Code Enforcement services for the City.

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

1. **Recitals and Controlling Terms.** The foregoing Recitals are hereby incorporated by reference as is fully restated. All capitalized terms used herein which are not specifically defined shall have the meanings provided in this Agreement. From and after the Service Addendum 1 Date (as defined herein), references to the Agreement shall refer to the Agreement as amended by the Service Addendum 1, and any other addendums attached to the Agreement.

2. **Termination of Current Agreement.** Upon execution of this Service Amendment 1, the Current Agreement shall automatically terminate.

3. **Zoning Code Enforcement by the County for the Benefit of the City**

(A) **Services Provided.** The County shall provide to the City, on an as-needed and as-available basis, Planning Division staff who shall provide zoning code enforcement services for the City to include, but not be limited to, the following, as directed by the County Manager or their respectively designated personnel:

- i. Act as the Zoning Code Enforcement Officer for the City;
- ii. Investigate complaints of violations of the Unified Development Ordinance, Nuisance, Flood, Abandoned Structure Ordinance, and Abandoned Vehicle Ordinances;
- iii. Subsequent to investigation, determine if violation(s) exist;
- iv. If violation is determined to exist, document and take photographs of violation(s);
- v. Post and mail notice of violation(s), notice of hearings (as needed), and deadline for compliance;
- vi. Schedule, coordinate, and attend any violation hearings required;
- vii. Advise property owners of appropriate action(s) necessary to bring property into compliance and deadline for compliance;
- viii. Notify the City of any cases in which there is continued non-compliance after the deadline given to the property owner by the Code Enforcement Officer for which compliance has expired; and
- ix. Monitor cases that are likely to become repeat violations and reopen cases as necessary.

(B) **Salary and Benefits.** The County shall be responsible for the payment of salary and benefits to any and all Planning Division employees responsible for the Code Enforcement. However, the City shall maintain workers' compensation insurance covering such employees during the performance of their duties for the City pursuant to this Agreement.

(C) **Cap on Hours Provided.** Notwithstanding the foregoing, however, the County shall only be required to provide no more than one thousand forty (1040) man-hours of labor for Code Enforcement within the city limits and ETJ of the City, each fiscal year.

(D) Legal Services. Any legal services that shall be required for the enforcement of any zoning code violations within the city limits or ETJ of the City of Lincolnton, including lien placement, injunctions, small claims matters, etc., shall be performed by the City Attorney and City staff. County employees will only be involved in legal matters regarding these zoning code violations as witnesses, if necessary. While legal proceedings continue the Zoning Code Enforcement Officer may continue to monitor the case at the request of the City. The City shall be responsible for all legal fees that are incurred regarding code violations within the city limits or ETJ of the City of Lincolnton.

(E) Payment for Services. Each year, the City shall compensate the County in an amount equal to the equivalent of 0.50 FTE for the Zoning Code Enforcement Officer assigned to handle all City of Lincolnton violations for the then-current fiscal year, which calculation shall include all fringe benefits.

4. **Inspections by the County for the Benefit of the City.**

(A) Inspections by the County. The County shall be responsible for performing Inspections for all construction inspections within the city limits of the City and the City's ETJ.

(B) Inspectors. The County shall be responsible for the hiring of all inspectors and employees necessary to complete Inspections within the City's city limits and ETJ.

i. **General Duties of Inspectors.** It shall be the duty of the Inspectors to enforce all of the provisions of the Lincolnton Code of Ordinances, except as exemptions are made herein, and the Lincoln County Code of Ordinances (collectively the "Ordinances"), and to make all inspections necessary to determine whether or not the provisions of those ordinances and all other state and federal codes have been met.

ii. **Powers of Inspectors.** Inspectors are authorized and empower and directed to enforce all provisions of the Ordinances, and all of the following regulatory codes adopted in said Ordinances, and as amended in the future:

1. 2018 North Carolina State Building Code
2. 2018 North Carolina State Energy Conservation Code
3. 2018 North Carolina State Existing Building Code
4. 2018 North Carolina State Fuel Gas Code
5. 2018 North Carolina State Mechanical Code
6. 2018 North Carolina State Plumbing Code
7. 2018 North Carolina State Building Code Residential Code
8. National Electric Code

- 9. 2019 NC Regulations for Manufactured Homes
- 10. 1994 Edition Volume VIII Modular Construction Regulations

iii. **Salary and Benefits.** The County shall be responsible for the payment of salary and benefits to employees responsible for the Inspections.

(C) **Legal Services.** Any legal services that shall be required for the enforcement of any violations under the Inspections, within the city limits of the City or the ETJ, including injunctions, shall be performed by the County Attorney and County employees.

(D) **Payment for Services.** The City shall not be required to pay the County for the Inspections performed under this Agreement. The County shall accept and be entitled to all proceeds received pursuant to the Inspections and issuance of permits.

5. **Minimum Housing Standards.** For properties located within the city limits or ETJ of the City, this Agreement shall not include the enforcement of any minimum housing standards for properties, as more specifically set out in Chapter 150 (Sections 150.070 thru 150.089) of the Lincolnton Code of Ordinances. This matter shall continue to be the sole responsibility of the City. The Inspections Division will continue to provide on-site inspection assistance at the request of the City but shall not manage any administrative function related to the enforcement of the aforementioned standards. Requests for on-site assistance shall be made at least 2 business days in advance.

6. **Commercial Maintenance Code.** This Agreement shall not include the enforcement of any commercial maintenance codes for properties located within the city limits or ETJ of the City. This matter shall continue to be the sole responsibility of the City. The Inspections Division will continue to provide on-site inspection assistance at the request of the City but shall not manage any administrative function related to the enforcement of the aforementioned ordinance. Requests for on-site assistance shall be made at least 2 business days in advance.

7. **Service Addendum 1 Date.** The Service Addendum 1 shall become effective on the date last signed (the "Service Addendum 1 Date").

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date of execution.

SIGNATURES TO APPEAR ON FOLLOWING PAGE

CITY OF LINCOLNTON,
a North Carolina municipal corporation

BY: _____
Ed Hatley, Mayor

Date Executed: _____

ATTEST:

(SEAL)

Daphne Ingram, City Clerk

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

John Friguglietti, Jr., City Attorney

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

Finance Officer for the City of Lincolnton

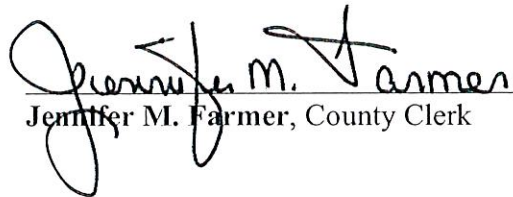
Date Executed

LINCOLN COUNTY,
a North Carolina body corporate and politic

BY: 
Jamie Lineberger
Chairman of the Board of Commissioners

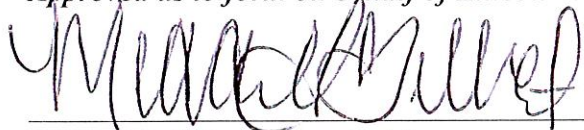
Date Executed: 6.16.25

ATTEST:


Jennifer M. Farmer, County Clerk



Approved as to form on behalf of Lincoln County.


Megan H. Gilbert, County Attorney

SERVICE ADDENDUM 2
PUBLIC UTILITIES DIVISION OF DEVELOPMENT SERVICES

This **SERVICE ADDENDUM 2** is between the County and the City for the provision of services by the Lincoln County Public Utilities Division of Development Services.

RECITALS

WHEREAS, pursuant to N.C.G.S. §153A-275, the County may acquire, lease as lessor or lessee, construct, establish, enlarge, improve, extend, maintain, own, operate, and contract for the operation of public enterprises in order to furnish services to the county and its citizens; and

WHEREAS, pursuant to N.C.G.S. §160A-312, the City may acquire, construct, establish, enlarge, improve, maintain, own, operate, and contract for the operation of any or all of the public enterprises as defined in this Article to furnish services to the city and its citizens; and

WHEREAS, the City and the County both operate separate public enterprises for the benefit of its citizens, including a water and supply distribution system and wastewater collection, treatment, and disposal systems of all types; and

WHEREAS, the City and the County have previously entered into the following agreements in regards to their separate public enterprises, and shall be referred to collectively as the “Original Agreements:”

- (A) Agreement Concerning Acceptance by the City of Lincolnton of Wastewater for Treatment from the Timken/Hoyle Pump Station dated March 7, 2002; and
- (B) Agreement Concerning Wastewater Treatment dated January 23, 2006; and
- (C) Agreement Concerning Wastewater Collection and Treatment Facilities dated July 17, 2006; and
- (D) Water Provision Agreement dated September 1, 2014;
- (E) Split Utility Service (Water and Sewer) System Agreement dated August 13, 2015; and
- (F) Agreement Concerning Wastewater Treatment – City of Lincolnton, Lincoln County and Highway 321 Investments, LLC.

WHEREAS, the County and the City, by and through their governing boards, have determined that it is a mutual advantage of the County and City, as well as an advantage to the citizens of both the City and the County, to enter into this Agreement to combine the intent of the Original Agreements into one (1) agreement; and

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

1. **Recitals and Controlling Terms.** The foregoing Recitals are hereby incorporated by reference as is fully restated. All capitalized terms used herein which are not specifically defined shall have the meanings provided in this Agreement. From and after the Service Addendum 2 Date

(as defined herein), references to the Agreement shall refer to the Agreement as amended by the Service Addendum 2, and any other addendums attached to the Agreement.

2. Timken / Hoyle Creek Pump Station (Pump Station No. 18).

(A) Ownership of Pump Station. The County currently owns and operates the Timken Hoyle Creek Pump Station, *also known as* Pump Station #18. The County is obligated to maintain Pump Station #18 and all lines running to and from it, except for those lines in the City's sewer system starting at the transition to gravity sewer located near southwestern corner of the intersection of Country Club Road and Greenwood Road and continuing to the City's wastewater treatment plant.

(B) Transmission of Wastewater. Pump Station #18 shall pump all wastewater to the City's Wastewater Treatment Plant, so long as the wastewater meets the following requirements:

- i. The wastewater producer must be served by either the City or the County through their maintained water system with existing metering and billing capacity;
- ii. The wastewater producer must at all times meet the standards of the City's pretreatment program.

(C) Billing of Customer. Any wastewater producer using Pump Station #18, whose wastewater is being transmitted to the City's wastewater treatment plant and who is a water customer of the County shall be considered a customer of the City for wastewater services and shall be subject to the rates of the City.

3. Lincoln County Industrial Park Wastewater Treatment.

(A) History. The County did construct and bear all expenses for the design, right of way acquisition and construction of all lines and other infrastructure necessary to facilitate the proper flow of wastewater from the Lincoln County Industrial Park to the connection point with the existing wastewater system of the City on Clark's Creek Road (the "Connection Point").

(B) Ownership and Maintenance of Infrastructure.

- i. **City of Lincoln.** All gravity fed portions of the infrastructure outside of the Industrial Park were previously transferred to the City and is therefore owned by the City and the City shall be responsible for any maintenance and repair for said portions.
- ii. **Lincoln County.** All force main, pump stations (Nos. 30 & 33) and gravity-fed portions of the infrastructure within the Industrial Park were retained by the County and is therefore owned by the County and the County shall be responsible for any maintenance and repair of said portions.

(C) Treatment of Wastewater. The City agrees to treat wastewater flowing from the Lincoln County Industrial Park in an amount not to exceed 600,000 gallons per day. All producers of wastewater shall meet the standards of the City's pretreatment program.

(D) County Billing. The County shall be responsible for billing all customers for both water and wastewater service in the Lincoln County Industrial Park and any customers between the Lincoln County Industrial Park and the Connection Point.

i. **In-City Rates.** Any customer located within the Lincoln County Industrial Park shall be billed at the In-City Rate established by the City for all *wastewater* services.

ii. **Out-of-City Rates.** Any customer between the Lincoln County Industrial Park and the Connection Point shall be billed at the Out-of-City Rate established by the City for all *wastewater* services.

iii. **County Rate.** All customers in the Lincoln County Industrial Park and those customers between the Park and the Connection Point shall be billed using County rates for *water* services.

(E) Payment to the City. The County shall provide monthly billing for water and sewer. All sewer revenue collected by the County, on behalf of the City, shall be remitted to the City within 30 days of collection. The County shall be entitled to a 5% service charge for collection.

4. **Wastewater Collection and Treatment Associated with Western Lincoln County.**

(A) History. The County constructed and bore all costs and expenses associated with the construction of all lines and infrastructure necessary for the proper flow of wastewater from a point near Norris Childres Elementary School on Rock Dam Road to a connection point with the existing wastewater system of the City-owned lift station at the west bank of the South Fork River on N.C. Highway 27 West before Spake Road.

(B) Ownership and Maintenance of Infrastructure. Upon final completion of the construction, the County turned over ownership of the infrastructure to the City. Upon said transfer, the City was then, and remains, responsible for all maintenance and operation of all wastewater lines, lift station(s) and other necessary infrastructure from the westernmost point of the system along Rock Dam Road to the connection point with the City-owned lift station at the west bank of the South Fork River on N.C. Highway 27 West before Spake Road.

(C) Treatment of Wastewater. The City agrees to accept and treat flow in the amount up to 100,000 gallons per day for all wastewater producers under Section 4 of this Agreement.

(D) County Billing. Any wastewater producer under this Section 4 who is a water customer of the County shall be considered a customer of the City for wastewater services and shall be subject to the rates of the City but the County shall be responsible for billing for both water and sewer services. Said payments shall be collected by the County with the City receiving remittance of all sewer payments within 30 days of receipt by the County. The County shall be entitled to a five percent (5.00%) service charge for collection.

5. County Purchase of Water from City. The County has a need to purchase bulk water from the City for the provision of water service to its customers, and the City has agreed to sell bulk water to the County.

(A) Sale of Water. The City has agreed to sell bulk water to the County in an amount *not to exceed* 2,800,000 gallons per day, and 1,022,000,000 gallons per year. The *minimum* water purchase amount per year shall be 150,000,000 gallons (the "Minimum Purchase Amount").

(B) Quality of Water. All water provided under this Section 5 of this Agreement, shall meet the following criteria: (1) the water shall meet all criteria of the United State EPA and the North Carolina Department of Environmental Quality for potable water for human consumption, and (2) the water pressure shall at no time be less than 35 psi.

(C) Price and Minimum Charges. The County shall pay the City at the rate of \$1.15 per one-thousand gallons purchased. The City shall be responsible for billing the County for all water purchased under this Section 5, and the County shall pay the City within 30 days of receipt. If the County fails to reach the Minimum Purchase Amount at the end of the then-fiscal year, then the County shall pay the City any additional amounts representing the difference between the water actually purchased and the Minimum Purchase Amount.

6. Split Utility Service Customers (Route 90). The County and City have previously established a group of customers that are referred to as the "Route 90 Customers" where said customers are provided sewer service from the City, and said customers are provided water services from the County. A map or list of the Route 90 Customers is attached hereto as Exhibit 2-A.

(A) Meter Reading and City Billing. The City shall provide monthly water reads for all Route 90 Customers and shall invoice all Route 90 Customers for water services at the then-current water rate for the County. All water revenue collected by the City, on behalf of the County, shall be remitted to the County within 30 days of collection. The City shall be entitled to a 5% service charge for collection.

(B) Additional Customers. Additional customers are permitted to be added as a Route 90 Customer *only* upon approval of both the City and the County. Any new customer shall be required to apply for service with the City.

(C) Disconnection and Additional Fees. The City shall be responsible for all notice related to late fees and turn-offs for failure to pay. All fees charged shall be done in conformity with the City's then-current fee schedule.

7. Conveyance of Customers on S. Grove Street Extension to City. There are certain water customers located in clusters along S. Grove Street Extension that are considered customers of the County for water purposes, but the customers are provided with water through City waterlines.

(A) The Customers. This section shall specifically apply to the customers located on S. Grove Street Extension, and on the following roads, all within the Lincolnton Township:

- Glenn Street
- Carolina Mills Circle
- Clay Street
- White Street
- Green Hill Lane
- Burris Boulevard

(B) Immediate Conveyance. The County shall immediately convey by July 1, 2025, the Customers to the City to become customers of the City for water purposes. The County agrees to provide all relevant customer information to the City, as needed.

8. Transfer of Airport Lift Station. The City currently owns and operates the lift station located on Parcel 02077 (the "Airport Lift Station") and addressed as 440 Jack Dellinger Drive. The County has recently acquired fee simple ownership in the Lincolnton-Lincoln County Regional Airport from the City, and the City and County believe that it best for the City to convey ownership of the Airport Lift Station to the County in the future.

(A) Conveyance Date. The City shall convey to, and the County shall accept, ownership of the Airport Lift Station on or before July 1, 2027, subject to the requirements set forth herein.

(B) Clear Title. The City shall provide the County with proof of clear title to the ownership of the Airport Lift Station and shall provide the County with all documentation relating to the locations of easements for the operation and ownership of the Airport Lift Station and all associated force mains. If the City fails to provide clear title or proof of easement acquisition, then the County shall not be required to accept the conveyance thereof until said documentation is provided.

(C) Reservation of Capacity. If, and when, the County takes title to the Airport Lift Station, the City shall agree to reserve capacity for the future growth and development of the Airport and the intended industrial/commercial expansions in the area in the amount of 100,000 gallons.

9. **Termination of Original Agreements.** Upon the execution of this Service Addendum 2, the parties agree that the Original Agreements, in their entirety, are terminated and are of no force or effect.

10. **Temporary Disruption of Services.** Neither party shall be liable to the other for its failure to provide services under the terms of this Agreement in the event of an emergency, act of God, or a malfunction of its water treatment system or wastewater treatment system which may interrupt or limit one party's ability to perform the services set forth in this Agreement.

11. **Service Addendum 2 Date.** The Service Addendum 2 shall become effective on the date last signed (the "Service Addendum 2 Date").

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date of execution.

SIGNATURES TO APPEAR ON FOLLOWING PAGE

CITY OF LINCOLNTON,
a North Carolina municipal corporation

BY: _____
Ed Hatley, Mayor
Date Executed: _____

ATTEST:

(SEAL)

Daphne Ingram, City Clerk

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

John Friguglietti, Jr., City Attorney

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

Finance Officer for the City of Lincolnton

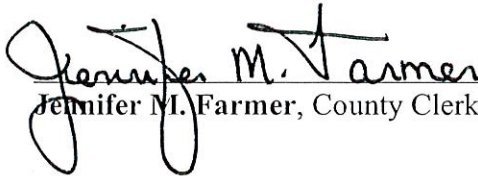
Date Executed

LINCOLN COUNTY,
a North Carolina body corporate and politic

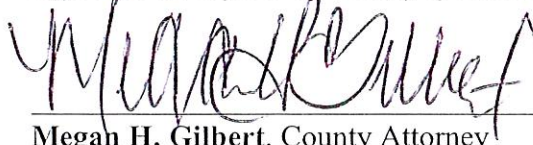
BY: 
Jamie Lineberger
Chairman of the Board of Commissioners

Date Executed: 6.16.25

ATTEST:


Jennifer M. Farmer, County Clerk

Approved as to form on behalf of Lincoln County.


Megan H. Gilbert, County Attorney

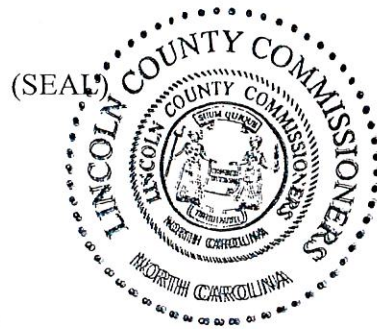


EXHIBIT 2-A

ROUTE 90 CUSTOMERS MAP

SERVICE ADDENDUM 3

911-COMMUNICATIONS DIVISION OF EMERGENCY SERVICES

This **SERVICE ADDENDUM 3** is between the County and the City for the provision of services by the 911-Communications Division of Lincoln County Emergency Services.

RECITALS

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

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

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

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

1. **Recitals and Controlling Terms.** The foregoing Recitals are hereby incorporated by reference as is fully restated. All capitalized terms used herein which are not specifically defined shall have the meanings provided in this Agreement. From and after the Service Addendum 3 Date (as defined herein), references to the Agreement shall refer to the Agreement as amended by the Service Addendum 3, and any other addendums attached to the Agreement.

2. **Termination of Current or Other Agreement.** Upon execution of this Service Addendum 3, any outstanding agreement between the City and the County regarding the provision of the services provided for herein shall automatically terminate.

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

(A) Receive all alarms as transmitted by telephone or radio;

(B) Maintenance of listings for all streets, blocks, special hazards, and other information as supplied by the City and/or the County's Tax Department;

(C) Maintenance of all listings for emergency response as prepared by the City and the County collectively;

(D) Maintenance of and training on all appropriate guidelines for emergency communications and dispatching as required under State law;

(E) Dispatching of LFD apparatus to both emergency and non-emergency incidents pursuant to the guidelines stated herein, including but not limited to activation of tone alerting systems;

(F) Providing on-the-air communications for the City, LFD and LPD as required to carry out their essential functions (not including any City utilities);

(G) Maintenance of basic response information for each incident including, but not limited to: (1) time of alarm, (2) time of dispatching, (3) time of response, (4) time of arrival, (5) time that incident is declared under control, and (6) all other pertinent information as agreed upon from time to time between the City and the County.

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

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

5. **Annual DCI Agreement.** The LCCC and the LPD shall enter into a DCI Servicing Agreement pursuant to State requirements, and annual auditing requirements in the standard form regularly provided by the State of North Carolina.

6. **Payment for Services.** Each year, the City shall compensate the County in an amount equal to the equivalent of 1.00 FTE for the average salary of telecommunicators for the then-current fiscal year, which calculation shall include all fringe benefits.

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

8. **Service Addendum 3 Date.** The Service Addendum 3 shall become effective on the date last signed (the "Service Addendum 3 Date").

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date of execution.

SIGNATURES TO APPEAR ON FOLLOWING PAGE

CITY OF LINCOLNTON,
a North Carolina municipal corporation

BY: _____
Ed Hatley, Mayor

Date Executed: _____

ATTEST:

(SEAL)

Daphne Ingram, City Clerk

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

John Friguglietti, Jr., City Attorney

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

Finance Officer for the City of Lincolnton

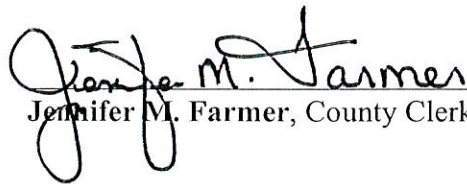
Date Executed

LINCOLN COUNTY,
a North Carolina body corporate and politic

BY: 
Jamie Lineberger
Chairman of the Board of Commissioners

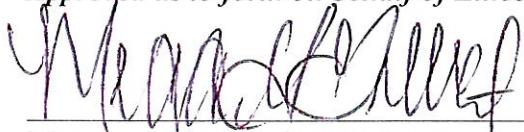
Date Executed: 6.16.25

ATTEST:


Jennifer M. Farmer, County Clerk



Approved as to form on behalf of Lincoln County.


Megan-H. Gilbert, County Attorney

SERVICE ADDENDUM 4

ANIMAL SERVICES

This **SERVICE ADDENDUM 4** is between the County and the City for the provision of services by the Lincoln County Animal Services.

RECITALS

WHEREAS, pursuant to N.C.G.S. §153A-442, a county may establish, equip, operate, and maintain an animal shelter or may contribute to the support of an animal shelter, and for these purposes may appropriate funds not otherwise limited as to use by law; and

WHEREAS, pursuant to N.C.G.S. § 160A-493, a city may establish, equip, operate, and maintain an animal shelter or may contribute to the support of an animal shelter, and for these purposes may appropriate funds not otherwise limited as to use by law; and

WHEREAS, the County has established the Lincoln County Animal Services Department which operates and maintains an animal shelter and provides animal control services; and

WHEREAS, the County and the City, by and through their governing boards, have determined that it is a mutual advantage of the County and City, as well as an advantage to the citizens of both the City and the County, to enter into this Agreement for the County to provide services to the residents of the City which includes the operation of an animal shelter and animal control.

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

1. **Recitals and Controlling Terms.** The foregoing Recitals are hereby incorporated by reference as is fully restated. All capitalized terms used herein which are not specifically defined shall have the meanings provided in this Agreement. From and after the Service Addendum 4 Date (as defined herein), references to the Agreement shall refer to the Agreement as amended by the Service Addendum 4, and any other addendums attached to the Agreement.

2. **Termination of Current or Other Agreement.** Upon execution of this Service Addendum 4, any outstanding agreement between the City and the County regarding the provision of the services provided for herein shall automatically terminate.

3. **Services Provided.** The services provided to the City of Lincolnton shall include but is not limited to:

(A) Accepting animal service calls within the City of Lincolnton in accordance with the adopted Lincoln County Animal Control Ordinance and the City of Lincolnton's Animal Control Ordinance; and

(B) Accepting animals dropped off at the Lincoln County Animal Shelter which originated within the City; and

(C) Enforcement of the Lincolnton Animal Control Ordinance and the Lincoln County Animal Ordinance within the Lincolnton City Limits, except as specifically excluded herein.

4. **Payment for Services.** Each year, the City shall compensate the County in an amount equal to the equivalent of 0.80 FTE for the average of Animal Services Officers for the then-current fiscal year, which calculation shall include all fringe benefits.

5. **Service Addendum 4 Date.** The Service Addendum 4 shall become effective on the date last signed (the "Service Addendum 4 Date").

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date of execution.

SIGNATURES TO APPEAR ON FOLLOWING PAGE

CITY OF LINCOLNTON,
a North Carolina municipal corporation

BY: _____
Ed Hatley, Mayor

Date Executed: _____

ATTEST:

(SEAL)

Daphne Ingram, City Clerk

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

John Friguglietti, Jr., City Attorney

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

Finance Officer for the City of Lincolnton

Date Executed

LINCOLN COUNTY,
a North Carolina body corporate and politic

BY: 
Jamie Lineberger
Chairman of the Board of Commissioners

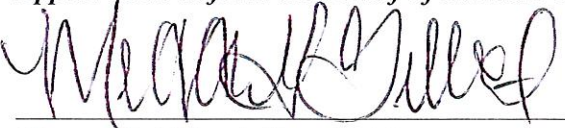
Date Executed: 6.16.25

ATTEST:


Jennifer M. Farmer, County Clerk



Approved as to form on behalf of Lincoln County.


Megan H. Gilbert, County Attorney

SERVICE ADDENDUM 5
REIMBURSEMENT FOR SCHOOL RESOURCE OFFICERS

The City and the County have previously entered into an agreement dated February 19, 2024 which is incorporated herein fully by reference.

INTERLOCAL AGREEMENT BETWEEN LINCOLN COUNTY
AND THE CITY OF LINCOLNTON FOR SCHOOL RESOURCE OFFICERS

THIS INTERLOCAL AGREEMENT (the "**Agreement**") is made and entered into this the 19 day of FEBRUARY, 2024 by and between **Lincoln County**, a North Carolina body corporate and politic (the "**County**") and the **City of Lincolnton**, a North Carolina municipal corporation (the "**City**");

WITNESSETH

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

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

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

WHEREAS, the County and the City acknowledge that it is in the best interest of its citizens to place School Resource Officers ("SROs") in all public schools within its jurisdictions; and

WHEREAS, the County and the Lincoln County Board of Education (the "School Board") entered into a Memorandum of Agreement dated August 9, 2023 (the "Funding Agreement") wherein the County agreed to fund the costs to place SROs in all schools within the Lincoln County Schools system, including those schools within the jurisdiction of the City of Lincolnton; and

WHEREAS, the schools within the City will be staffed with SROs from Lincolnton Police Department; and

WHEREAS, prior to the execution of the Funding Agreement, the City was already funding officers at Lincolnton High School and Asbury Academy, and was receiving reimbursement for a portion of those costs from the School Board; and

WHEREAS, the County has agreed to provide funding for the SROs necessary to staff the schools within the City of Lincolnton to the City.

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

1. **Term.** This Agreement shall be for a term of five (5) years and shall be in effect from July 1, 2023 until June 30, 2028. This Agreement may be amended or modified by the written agreement of the Parties. Unless any party submits a written request to modify or amend this

Agreement within 60 days of the end of the fiscal year, the Agreement shall be automatically extended for an additional one (1) year term.

2. **Background.** Prior to the 2023-2024 School Year, the City funded, with partial reimbursement from the School Board, the SRO positions at Lincolnton High School and Asbury Academy. The County, the City and the School Board jointly agreed that SROs needed to be placed in all schools, including elementary schools, starting on the first day of the 2023-2024 School Year. Given the significant cost increases to add an additional three (3) officers, the City has requested that the County assist in funding these positions.

3. **Provision of SROs in all City Schools.** The City shall be required to hire and maintain positions for SROs at all schools located within its jurisdiction, including: G.E. Massey Elementary (with coverage also provided to Lincoln County School of Technology), S. Ray Lowder Elementary, Battleground Elementary, Lincolnton High School, and Asbury Academy.

4. **Reimbursement from the County.** The County has agreed to assist the City in funding the SROs in all schools within the City of Lincolnton. The County will receive funding from the School Board, pursuant to the terms of the Funding Agreement, for all schools, and the County will then apply those funds to the costs of providing SROs by both the County and the City. The City shall send monthly itemized invoices to the County for the costs incurred by the City for the provision of SROs in the City schools. The County shall reimburse the City within 30 days of receipt of the invoice.

5. **Miscellaneous Terms**

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

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

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

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

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

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

(E) Mutual Negotiation. Both the County and the City acknowledge and stipulate that this Agreement is the product of mutual negotiation and bargaining and that it has been drafted by respective counsel for both the County and the City. As such, the doctrine of construction against the drafter shall have no application to this Agreement.

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

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

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

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

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

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

SIGNATURES TO APPEAR ON FOLLOWING PAGE

CITY OF LINCOLNTON,
a North Carolina municipal corporation

BY: Ed Hatley
Ed Hatley, Mayor

ATTEST:

Daphne Ingram (SEAL)
Daphne Ingram, City Clerk

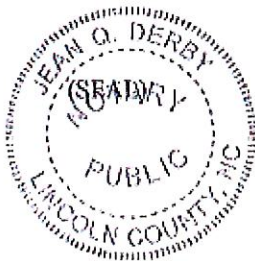
Approved as to form on behalf of the City of Lincolnton.

John Friguglietti, Jr.
John Friguglietti, Jr., City Attorney

STATE OF NORTH CAROLINA
COUNTY OF LINCOLN

I Jean Q. Derby, 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 5th day of February, 2024.



Jean Q. Derby
Notary Public
My Commission Expires: 4.20.2028

LINCOLN COUNTY,
a North Carolina body corporate and politic

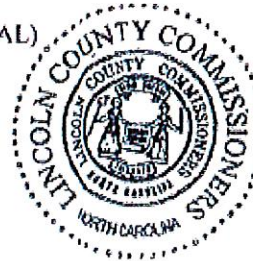
BY:

Carrol D. Mitchem
Chairman of the Board of Commissioners

ATTEST:

Jennifer M. Farmer
Jennifer M. Farmer, County Clerk

(SEAL)



Approved as to form on behalf of Lincoln County.

Megan H. Gilbert
Megan H. Gilbert, County Attorney

STATE OF NORTH CAROLINA
COUNTY OF LINCOLN

Carrol D. Mitchem

I, Amanda M. Hallman, 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 19 day of Feb, 2024.



Amanda M. Hallman
Notary Public
My Commission Expires: 3-8-29

SERVICE ADDENDUM 6
TAX ADMINISTRATION

This **SERVICE ADDENDUM 6** is between the County and the City for the provision of services by the Lincoln County Tax Office.

RECITALS

WHEREAS, the County and the City, by and through their governing boards, have determined that it is a mutual advantage of the County and City, as well as an advantage to the citizens of both the City and the County, for there to be one tax collection entity and that that entity should be the County; and

WHEREAS, the County and the City have previously entered into an Agreement dated June 1, 2023 (the “Current Agreement”) wherein it was determined by both parties that the County would collect all taxes for both the City and County; and

WHEREAS, the County employs a Tax Administrator who is the individual responsible for the duties of the Tax Assessor pursuant to N.C.G.S. §105-296 and the duties of a Tax Collector pursuant to N.C.G.S. §105-350; and

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

1. Purpose.

(A) The County shall bill and collect for the City of Lincolnton, its real and personal property taxes; provided, however, that the County shall not be responsible for collection of taxes for the City beyond the ten-year statute of limitation.

(B) The County has consolidated the collection and assessing of taxes for both the City and the County into one comprehensive process, and agrees to continue doing so unless restrictions arise in the law.

(C) The City has delegated the authority to collect, compromise and settle and disputed tax claims to the County, by and through its Tax Administrator.

(D) Each property subject to the taxing authority of the City and County shall be provided with one billing statement showing all taxes owed, that includes a breakdown showing the separate tax amounts due to the City and to the County.

(E) The County shall maintain a database of all records regarding the taxes and property information for properties subject to the taxing authority of both the City and the County.

2. Recitals and Controlling Terms. The foregoing Recitals are hereby incorporated by reference as is fully restated. All capitalized terms used herein which are not specifically defined shall have the meanings provided in this Agreement. From and after the Service Addendum 6 Date (as defined herein), references to the Agreement shall refer to the Agreement as amended by the Service Addendum 6, and any other addendums attached to the Agreement.

3. **Termination of Current Agreement.** Upon execution of this Service Amendment 6, the Current Agreement shall automatically terminate.

4. **Payment of Taxes to the City.** All taxes collected by the County, owed to the City, *less* any fees provided for herein, shall be transferred to the City on, or before, the 15th day of the month following the collection of said tax. The amount transferred shall only include the tax amount collected and shall not include any interest earned on said amount.

(A) **Partial Payment.** In the event that a partial payment is received, then the partial payment shall be split on a proportional basis between the City and the County.

5. **Fee to County for Collection.** The County shall be entitled to retain a commission of three percent (3.00%) of all taxes collected by the County for the benefit of the City, including VTS taxes received by the County for the benefit of the City. This fee shall be assessed against all taxes, assessments, penalties and interest collected by the County, for the benefit of the City.

6. **Additional Costs for Collection.** The City agrees to pay its pro-rata share of any and all professional expenses incurred by the County in the collection of taxes, for the benefit of the City. These fees include, but are not limited to, attorney fees, appraisal expenses, auditing expenses, etc. These professional expenses are those expenses which may be incurred for the collection of taxes, foreclosure for failure to pay taxes, or to perform routine appraisals which are performed by individuals or entities that are not staff of the County or City. The City shall also be responsible for the actual additional costs that they County may incur as a result of any future annexation by the City.

7. **Discount on Bills for All Taxes.** The County adopted a resolution implementing a policy for a two percent (2.00%) discount on tax bills that are paid prior to September 1st of each tax year on March 21, 2005. The City adopted a resolution implementing the same discounted rates on the 1st day of July, 2023. The County and the City agree to continue to allow the same discount on taxes paid prior to the due date each year. However, if the County and City determine that the discount should be changed, then both parties agree to adopt the same uniform discount between the two taxing entities.

8. **Duties of the Tax Administrator.** The County shall employ a Tax Administrator and at all times during the term of this Agreement, the Tax Administrator shall:

(A) Perform the obligations of County Assessor pursuant to N.C.G.S. §§ 105-294 et seq., as may be amended from time to time;

(B) Perform the obligations of Tax Collector pursuant to N.C.G.S. §§ 105-349 et seq., as may be amended from time to time;

(C) Meet the applicable continuing education requirements of N.C.G.S. §105-294(d);

(D) Provide an analysis of each year's County tax levy to the County Manager and the Board of Commissioners, when it is compiled;

(E) Provide an analysis of each year's City tax levy to the City Manager and the City Council, when it is compiled; and

(F) Request authority to proceed with collections, from both the Board of Commissioners and the City Council, by an order directing the Tax Administrator to collect the taxes charged in the tax records and receipts pursuant to N.C.G.S. §105-321(b).

9. **Refunds and Releases.** Any tax refund or release pursuant to N.C.G.S. §105-381, must be approved by the governing board of the taxing entity. Therefore, the Tax Administrator must request approval for any release or refund of taxes from the Board of Commissioners, for County taxes, or the City Council, for City taxes. These requests may be placed on the consent agenda of either governing board.

(A) County Tax Refund or Release less than \$100.00. Any refund or release for the County that is less than One Hundred Dollars (\$100.00) may be approved the County Manager, as provided for in a Resolution adopted on the 20th day of April, 1987.

(B) City Tax Refund or Release less than \$100.00. Any refund or release for the City that is less than One Hundred Dollars (\$100.00) may be approved the City Manager, as provided for in a Resolution adopted on the 1st day of June, 2023.

10. **Bond of Tax Administrator.** Pursuant to N.C.G.S. §105-349(c), the Tax Administrator shall be required to furnish a bond conditioned upon his/her honesty and faithful performance in such amount as the governing boards may prescribe. The County and the City shall proportionally split the cost of said bond, and said bond shall be issued in the name of both the County and the City.

11. **Appointment of Tax Administrator.** The County shall be required to appoint the Tax Administrator pursuant to the North Carolina Constitution, N.C.G.S. §105-349 and §105-294. The Board of Commissioners shall appoint a Tax Administrator to serve a term of not less than two (2) nor more than four (4) years, as required by law. Upon appointment of a Tax Administrator by the County, the City shall then, at its next regularly scheduled meeting of the City Council, appoint the Tax Administrator as the Tax Administrator for the City. If a vacancy shall occur during the middle of a term, then the Board of Commissioners and the City Council shall appoint a qualified person to serve the remainder of the expired term.

12. **Annual Audit.** The tax records shall be audited annually by an independent certified public accountant mutually agreed upon by the County and City. Alternatively, each taxing unit may, at its own expense, provide for the auditing of the records relating to taxes due it.

In the event of separate audits, the unit desiring the audit to be made shall bear the expense thereof. The tax records relating to taxes due the City shall be available to the City, its agents and employees at all reasonable times.

13. Duty to Foreclose. With respect to any delinquent tax items due to both the County and the City, the Tax Administrator may cause actions to be brought for foreclosure of said tax liens in the name of the City and the County. The Tax Administrator shall have the right to determine the attorney retained for said foreclosure. If taxes are delinquent to one of the taxing units and not to the other, then tax foreclosure suit shall be brought only in the name of the unit to which the taxes are due.

14. Service Addendum 6 Date. The Service Addendum 6 shall become effective on the date last signed (the "Service Addendum 6 Date").

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date of execution.

SIGNATURES TO APPEAR ON FOLLOWING PAGE

CITY OF LINCOLNTON,
a North Carolina municipal corporation

BY: _____
Ed Hatley, Mayor

Date Executed: _____

ATTEST:

(SEAL)

Daphne Ingram, City Clerk

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

John Friguglietti, Jr., City Attorney

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

Finance Officer for the City of Lincolnton

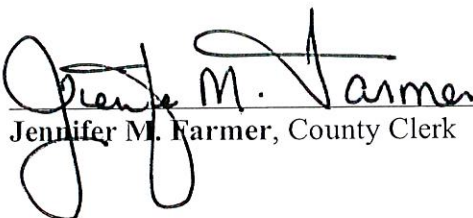
Date Executed

LINCOLN COUNTY,
a North Carolina body corporate and politic

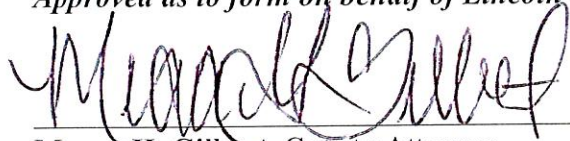
BY: 
Jamie Lineberger
Chairman of the Board of Commissioners

Date Executed: 6.16.25

ATTEST:


Jennifer M. Farmer, County Clerk

Approved as to form on behalf of Lincoln County.


Megan H. Gilbert, County Attorney

(SEAL)



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


Finance Officer for the Lincoln County

6/17/25
Date Executed



LINCOLNTON
AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council
Date: June 26, 2025
From: Ritchie Haynes, City Manager
Subject: Consideration of Request from the Rotary Club of Lincolnton - Peace Pole Project

Summary:

Background:

Fiscal Impact:

Recommendation:

Attachments:

1. Peace Pole Project - Rotary Club

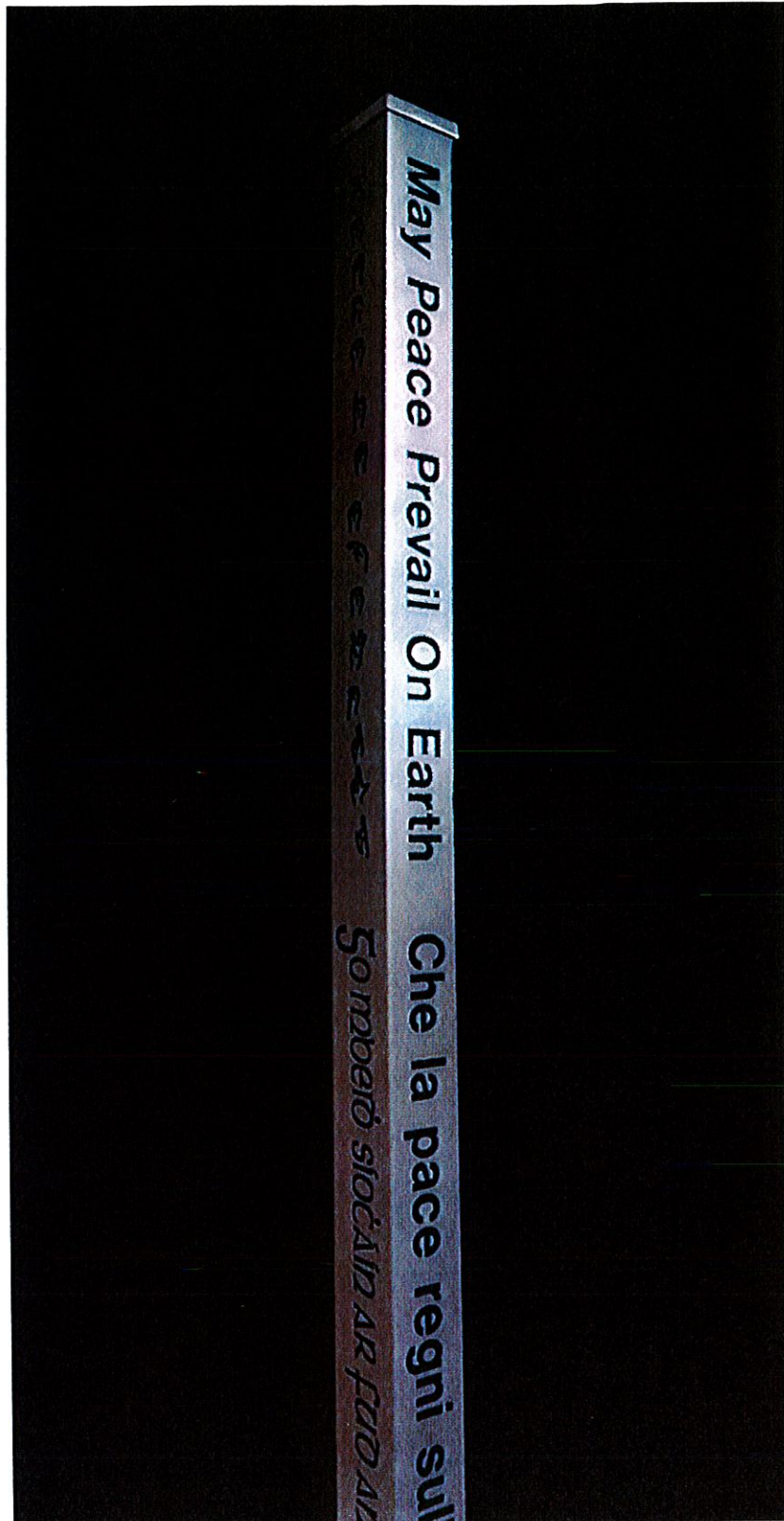
The Rotary Club of Lincolnton Peace Pole Project

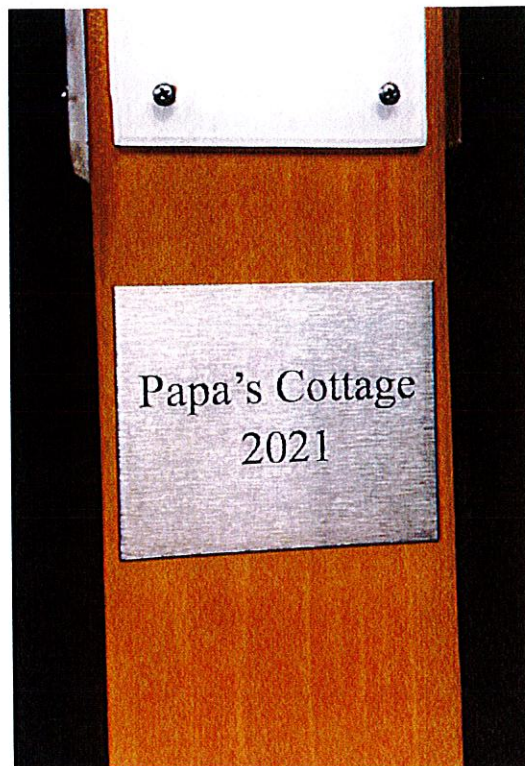
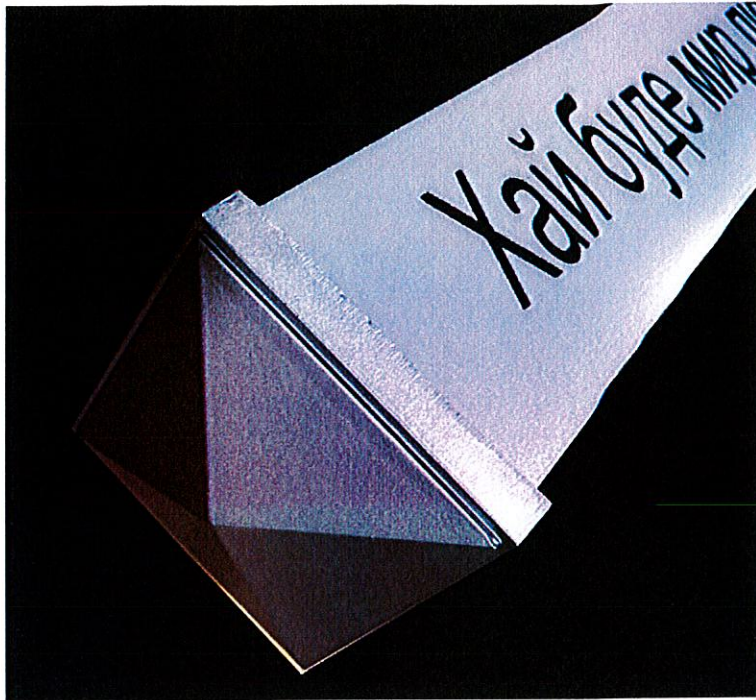
Pole Specifics:

- **Aluminum Construction, silver finish or white if City so desires**
- **8 Feet tall, some length will be in the ground after mounting.**
- **“May there be peace on earth” written in up to 8 languages and etched into the aluminum, not a decal or paint.**
- **Under the wording will be a small plaques, one for the dedication date, and one with the Rotary logo.**
- **Installation is by setting in concrete.**

Project's History

- **Iconic symbol founded in Japan over fifty years ago.**
- **“May Peace Prevail On Earth”**
 - focusing on our mutual desire to serve
 - creating and manifesting true peace on earth
 - transcending our differences
 - celebrating our common humanity
- **Bring people together to inspire, awaken, and uplift the human consciousness**
- **Remind us to think, speak, and act in the spirit of peace and harmony**





Example of engraved plaque

4-Sided Etched Aluminum

Peace Pole Makers USA Price List

4-Sided Etched Aluminum Peace Poles are 8' in length with 4 or 8 etchings in your choice of Silver or White High Gloss finishes. 50 standard languages and hundreds of specialty languages are available to convey *May Peace Prevail On Earth* in the most personalized manner possible.

Please refer to the Installation and Care section for preserving the fine craftsmanship of your pole long into the future. We're always available to discuss customized and special orders or to answer questions

Learn about the international peace pole project here:

[May Peace Prevail On Earth Home – Events - May Peace Prevail On Earth International](#)

Native Languages:

[North Carolina Indian Tribes and Languages](#)



LINCOLNTON
AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council
Date: June 26, 2025
From: Ritchie Haynes, City Manager
Subject: City Manager's Update/Activity Report

Summary:

Background:

Fiscal Impact:

Recommendation:

Attachments:

None