



**LINCOLNTON
AGENDA
September 4, 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

- **August 7, 2025 - Regular Meeting Minutes**
- **Approval of Request for Releases - July 16, 2025 - August 15, 2025**
- **In Honor and Remembrance - Patriot Day 9/11**

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

SPECIAL PRESENTATION

a DAR Constitution Week Proclamation

b Firefighter Social Media Recruitment Presentation

Hayden Andrews

2. REGULAR AGENDA

2a BA-09-25 Approval of Request for an Amendment to the Annual Budget Ordinance for Fiscal Year ending June 30, 2026

Pamela McBryde, Finance Director

2b R-07-25 Resolution of the Lincolnton City Council Assigning Exclusive Planning and Development Regulation Jurisdiction to Lincoln County for Parcel ID 27960

Jean Derby, Planning Director

2c Consideration of Accept Subdivision Infrastructure Contract and Surety Bond/Cash for Huntington Hills Phase II

Jean Derby, Planning Director

3. REGULAR AGENDA

3a Consideration of Request to Proceed with the Completion of a Matching Funds Playground Grant Application

Nathan Eurey, Public Services Director

3b Consideration of Request to Approve Policies and Procedures for the Farmer's Market Pavilion and Grounds

Nathan Eurey, Public Services Director

3c Consideration to allow distribution & consumption of alcohol on park premises for the Cycle NC special event at Betty G. Ross Park on Sunday, October 5th, 2025.

Nathan Eurey, Public Services Director

4. REGULAR AGENDA

4a C-21-25 Request to Approve / Award Contract to Lewis Site Development, LLC for the John Howell Water Main Construction Project

Todd Elmore, Water Resources Director

4b 2025 - 2026 Student Advisory Council Appointments

Ed Hatley, Mayor

5. OTHER BUSINESS

5a City Manager's Updates / Activity Report

Ritchie Haynes, City Manager

5b City Attorney's Report

John Friguglietti, City Attorney

6. CLOSED SESSION

In accordance with G.S. 143-318.11(a)(5) - To establish or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating the price or other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange or lease.

NEWS MEDIA

ADJOURNMENT

REGULAR MEETING – AUGUST 7, 2025

The Mayor and City Council met in regular session on Thursday, August 7, 2025 at 7:00 p.m. in the Council Chambers of City Hall located at 114 West Sycamore Street, Lincolnton, North Carolina 28092. The following Council Members were present:

JOHNSON TIPTON JETTON

NOTE: Council Member Kevin Demeny was not in attendance

Mayor Ed Hatley called the meeting to order and asked those in attendance to stand for a moment of silence, followed by the Pledge of Allegiance.

Approval of Regular Agenda

Mayor Ed Hatley asked Council if there were any additions or deletions to the agenda. Hearing none, he called for a motion to approve the regular agenda as presented.

Motion by Council Member Roby Jetton to approve the regular agenda as presented. Members voted 3-0 in favor of the motion.

Approval of Consent Agenda

Mayor Hatley noted there were three items on the consent agenda and called for a motion to approve. The items listed were as follows:

- June 26, 2025 – Regular Meeting Minutes
- Approval of Request for Releases – June 16, 2025 – July 15, 2025
- Adoption of Fees for the 2025-2026 Fee Schedule

Motion by Council Member Jill Patton to approve the consent agenda items. Members voted 3-0 in favor of the motion.

Public Comment

Mr. Alan Hoyle addressed Council and expressed appreciation for Mayor Hatley's community involvement, specifically noting the Mayor's attendance at a drug rehabilitation program graduation at the courthouse and a 104-year-old WWII veteran's birthday celebration. He mentioned that the Mayor had prepared a proclamation for the veteran and compared the city's representation favorably to the county's, noting no county representatives attended either event. Mr. Hoyle then shifted topics to express his opposition to alcohol, citing health concerns including increased cancer risks, brain function impairment, and Alzheimer's risk, referencing a psychiatrist's research on brain disorders.

Special Presentation

Presentation of OSHA SHARP (Safety & Health Achievement Recognition Program) Award

Debbie Rogers-Lowery presented the OSHA SHARP recertification award to the city's Distribution and Collection Department. She explained that this recognition is given to public sector departments and noted that the Distribution and Collection Department had earned recertification through the program.

Ms. Rogers-Lowery outlined the four components required to qualify for the program:

- Low OSHA injury log numbers (noting the department had zero injuries for several years)
- Passing a two-part OSHA inspection covering both safety and health/hygiene aspects
- Management commitment to provide necessary equipment, training, and supplies
- Employee commitment to prioritize safety in all projects

She described the extensive responsibilities of the 11-person department, which maintains 110 miles of gravity-fed sewer lines, 10 miles of force main sewer, 19 lift stations, 143 miles of waterlines ranging from 1-20 inches in diameter, 6 elevated tanks, and 3 booster pump stations. Ms. Rogers-Lowery highlighted the department's experience level, noting that the team collectively has 178 years of experience, with some members having served for nearly 40 years.

She presented the award to the department members in attendance, emphasizing that they were one of only 41 departments across North Carolina to hold this certification.

Mayor Hatley thanked the employees and acknowledged their exceptional service to the city.

Regular Agenda

BA-08-25

Approval of Request for an Amendment to the Annual Budget Ordinance for Fiscal Year Ending June 30, 2026

Finance Director Pamela McBryde requested approval to amend the budget to include \$32,479 of funds that had been reverted at the end of the previous fiscal year. These funds were from federal equitable money for the police department, SAC money, and the Veterans Banner program.

Ms. McBryde also provided updates on other financial matters:

- The city received a credit of over \$46,000 from AT&T for telecommunication services

- FEMA reimbursements were finalized, with the city receiving approximately \$400,000 plus \$21,000 in administrative costs
- She had processed budget amendments for new truck leases that came in after the previous council meeting

Motion by Council Member Mark Johnson to approve the budget amendment request. Members voted 3-0 in favor of the motion.

Mayor Hatley joked that the Council never turns down adding money to the budget.

C-20-25

Consideration of Tyler Tech Contract for Credit Card Processing Fees

Business Services Director David Ramsey presented a proposal to move credit card processing to Tyler Technology's contract, which would save the city approximately \$10,000-\$12,000 per month in addition to the \$400,000 annual savings discussed at the previous meeting. Mr. Ramsey noted implementation would take approximately four months once approved.

Motion by Council Member Jill Tipton to approve the Tyler Tech contract for credit card processing. Members voted 3-0 in favor of the motion.

Adoption of Filing Fees for the 2026 Election

City Clerk Daphne Ingram reported that the Board of Elections had contacted the city regarding filing fees for the 2026 election. She explained that current fees are \$48 for the mayoral race and \$36 for council members. Per general statutes, fees cannot be less than \$5 but can be up to 1% of the position's salary, which would allow increasing the mayoral fee to \$84 and council seat fee to \$50.

Ms. Ingram noted that the mayor's seat and two council seats (Jill Tipton and Kevin Demeny) would be up for election in 2026.

Motion by Council Member Roby Jetton to maintain the current filing fees. Members voted 3-0 in favor of the motion.

Other Business

City Manager's Update / Activity Report

City Manager Ritchie Haynes began by announcing a ribbon cutting for the new Hometown Grill (in the former Pizza Hut building) scheduled for the following day at 10 AM.

Mr. Haynes provided several updates from the city page:

- New employees: Michael Farley (Street Department) and Jonathan Morris (Wastewater Treatment Plant)
- Promotions: Jake Gregg (Firefighter 2), Jason Moretz and Trent Huss (Equipment Operator 2)
- Training certifications: Kristy Morris received her Residential Energy Auditing 101 certificate

He thanked everyone involved with the July 4th celebrations, noting the perfect weather and good attendance at the parade and fireworks. Mr. Haynes mentioned that with upcoming construction at City Park, an alternate location for future fireworks would need to be identified.

Mr. Haynes reported on several public safety events, including the Fire Department badge pinning ceremony and National Night Out, which had fewer host sites but larger crowds at each location. He also mentioned the Police Department's summer camps - the LEADS camp and a new "Howl With Honor" camp conducted with the football team.

Additional updates included:

- Monthly homeless report: 19 incidents and 13 charges
- Paving schedule: completed streets for the year with costs (noting Lithia Inn cost over \$280,000 for paving and striping)
- Recycling totals for the year
- City Park project: environmental review completed, site review planned for September, with council approval anticipated in October and construction likely to begin January 2026
- Public Service Center project also expected to begin construction in early 2026
- First Federal Phase 2 project planning to begin

Council Member Roby Jetton expressed concerns about the Betty Ross Park playground, stating it only had swings and monkey bars with nothing for children to do. Mr. Haynes explained that park improvements were being implemented according to the master plan, with City Park as the first priority, followed by Highland Drive (recently completed for approximately \$130,000), First Federal, and then Betty Ross Park.

In response to a question about fencing near the river at Betty Ross Park, Mr. Haynes explained that the insurance company did not require fencing, and flooding would make maintaining a fence difficult.

City Attorney's Report

William Scott, the assistant to the city attorney, reported that most litigation cases mentioned in the prior meeting were still in process with no significant updates. He announced that one case, City v. Houser, had reached a settlement agreement.

News Media

Mike Powell requested information about the paving schedule and asked for updates on permitting for Sam's Car Wash and Target. City Manager Haynes confirmed that Target was still moving forward with their plans and performing due diligence. He indicated that the Sam's Car Wash project was also proceeding through site review.

Mr. Powell also inquired about the closing of Brick Tree and its impact on nighttime entertainment downtown. Mr. Haynes acknowledged that while the building was vacant, there was potential interest from a new tenant, possibly for restaurant or service-oriented business. He emphasized the building's historic nature and excellent location in the central business district.

Adjournment

Motion by Council Member Roby Jetton to adjourn. Members voted 3-0 in favor of the motion.

Daphne Ingram, City Clerk

Ed Hatley, Mayor

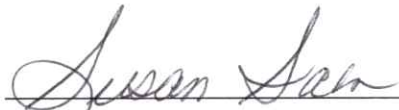
PERIOD COVERED

July 16, 2025 through August 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>
Financial Pacific Leasing	2025	22	0218613	\$368.78	Clerical Error
Homestead Events LLC	2025	22	0289907	\$12,625.20	Historical Exemption
Lincoln Portfolio LLC	2025	22	0295302	\$10,237.15	Approved Exemption
Southern Devine Kennels Pet Spa	2025	22	0296346	\$165.87	Duplicate Account
Suburban Propane	2025	22	0251251	\$1,112.13	Duplicate Asset
Superior Plus Energy	2025	22	0262697	\$7,225.13	Corrected Values

SUBMITTED BY:



DATE: 8-20-25

SUSAN SAIN, TAX ADMINISTRATOR

APPROVED BY:

DATE: _____

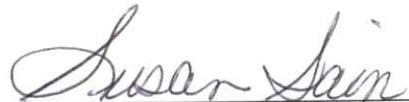
RICHARD HAYNES, CITY MANAGER

PERIOD COVERED
July 16, 2025 through August 15, 2025

CITY RELEASES LESS THAN \$100

<u>NAME</u>	<u>YEAR</u>	<u>DIST</u>	<u>A/C NO</u>	<u>AMOUNT</u>	<u>REASON</u>
APL Nutrition LLC	2025	22	0305488	\$31.87	NO BPP to List
Herman James Howard	2025	22	0111901	\$8.09	Sold-Reg. in Gaston Co. per DMV
Palmer Craig Arthur	2025	22	0285962	\$11.00	Sold Before 2025
Thompson Derek James Jr.	2025	22	0237562	\$6.79	Sold Before 2025

SUBMITTED BY:



DATE: 8-20-25

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
[dingram@lincolntonnc.org](mailto:d Ingram@lincolntonnc.org)
CITY ATTORNEY
John M. Friguglietti, Jr.

**9/11
PATRIOT DAY
In Honor and Remembrance**

WHEREAS, by a joint resolution approved December 18, 2001, Congress designated September 11 of each year as “Patriot Day,”; and

WHEREAS, by Public Law 111-13, on April 21, 2009, Congress has requested the observance of September 11 as an annually recognized “National Day of Service and Remembrance.”; and

WHEREAS, A Presidential Proclamation each year call upon all departments, agencies, and instrumentalities of the United Sates to display the flag of the United States as half-staff on Patriot Day and National Day of Service and Remembrance in honor of the individuals who lost their lives on September 11, 2001.

NOW, THEREFORE I, Ed Hatley, Mayor of the City of Lincolnton and the Lincolnton City Council, call upon all departments, agencies and instrumentalities of the City of Lincolnton to join in on this remembrance, honoring those individuals who lost their lives on September 11, 2001. We also urge Americans to participate in community service in honor of those our Nation lost, to observe this day with appropriate ceremonies and activities to honor the innocent victims who perished as a result of the terrorist attacks of September 11, 2001.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Lincolnton, NC to be affixed this 4th day of September, 2025.

Ed Hatley, Mayor

Daphne Ingram, City Clerk

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 M. Friguglietti, Jr.

PROCLAMATION

WHEREAS: It is the privilege and duty of the American people to commemorate the two hundred and thirty-eighth anniversary of the drafting of the Constitution of the United States of America with appropriate ceremonies and activities; and

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

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

CONSTITUTION WEEK

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

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City to be affixed this 4th day of September of the year of our Lord two thousand twenty-five

Ed Hatley, Mayor

SEAL

Attest _____



SOCIAL MEDIA REPORT

Recruitment Progress

RECRUITMENT FLYER PROGRESS

 **261**
Total of Link Clicks

 **300**
Interactions

 **148**
Shares

 **41,692**
Total of people reached

RECRUITMENT VIDEO PROGRESS




 **242**
Interactions

 **76**
Shares

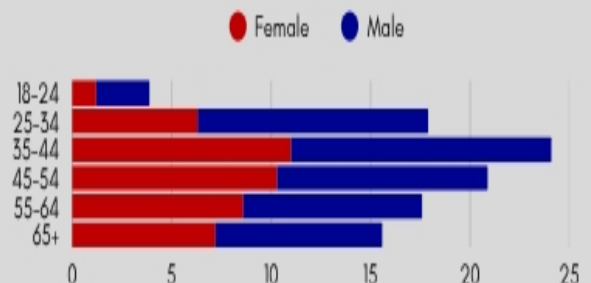
 **1D 11H**
Watch Time

 **14,868**
Total of people reached

AUGUST PERFORMANCE

		
Total people reached	Total post interactions	Views
52.3K	763	94.7K

Current Audience Followers: 9,927



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-09-25

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, 2026.

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

General Expense	\$	18,611
Police		11,954
IT General Services		46,161
Recreation		600
	\$	<u>77,326</u>

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

PD: Report/Fingerprint Fees		660
PD: Misc. Revenue		11,294
General: Online Convenience Fees		7,823
General: Auto Pay Draft Fee		480
General: Miscellaneous Other Revenue		46,161
General: Insurance Settlement		9,928
General: Repair Settlement		380
Rec: Veterans Banner Project		600
	\$	<u>77,326</u>

General Fund: Police Dept. revenues- (1) reports/fingerprint fees; (2) DSS off-duty, Online and auto-draft fees, IT Dept - AT&T refund for telecommunication services; Insurance settlements-(1) NCLM payment-PD towing; (2) National General-City Hall wall and fence damage, Repair settlement-Lincoln County-Battleground Park asphalt repair, and Veteran Banners Project.

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

Water and Sewer Intangibles	\$	19,208
	\$	<u>19,208</u>

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

Other Operating Revenues		19,208
	\$	<u>19,208</u>

Water and Sewer Fund: Insurance settlement - Stonewood Insurance-WWTP sludge transfer loading station damage, and Repair settlement-Ballard Roofing for Hatch damage.

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

Electric Operations	\$	1,181
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Section 8: To amend the Electric Fund, the revenues are to be changed as follows:

Other Operating Sources	\$	1,181
	\$	1,181

Electric Fund: FEMA: Utility receivables-Debt Setoff reimbursement and Charter Communications annual utility pole rental.

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	\$	97,716
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Adopted this 4th day of September, 2025

Attest:

Daphne Ingram
City Clerk

Edward L Hatley
Mayor



Solid-Waste Garbage Truck
Project#: 2026-003
Financing Requested: \$408,083.28 (100%)
7-year - fully amortized

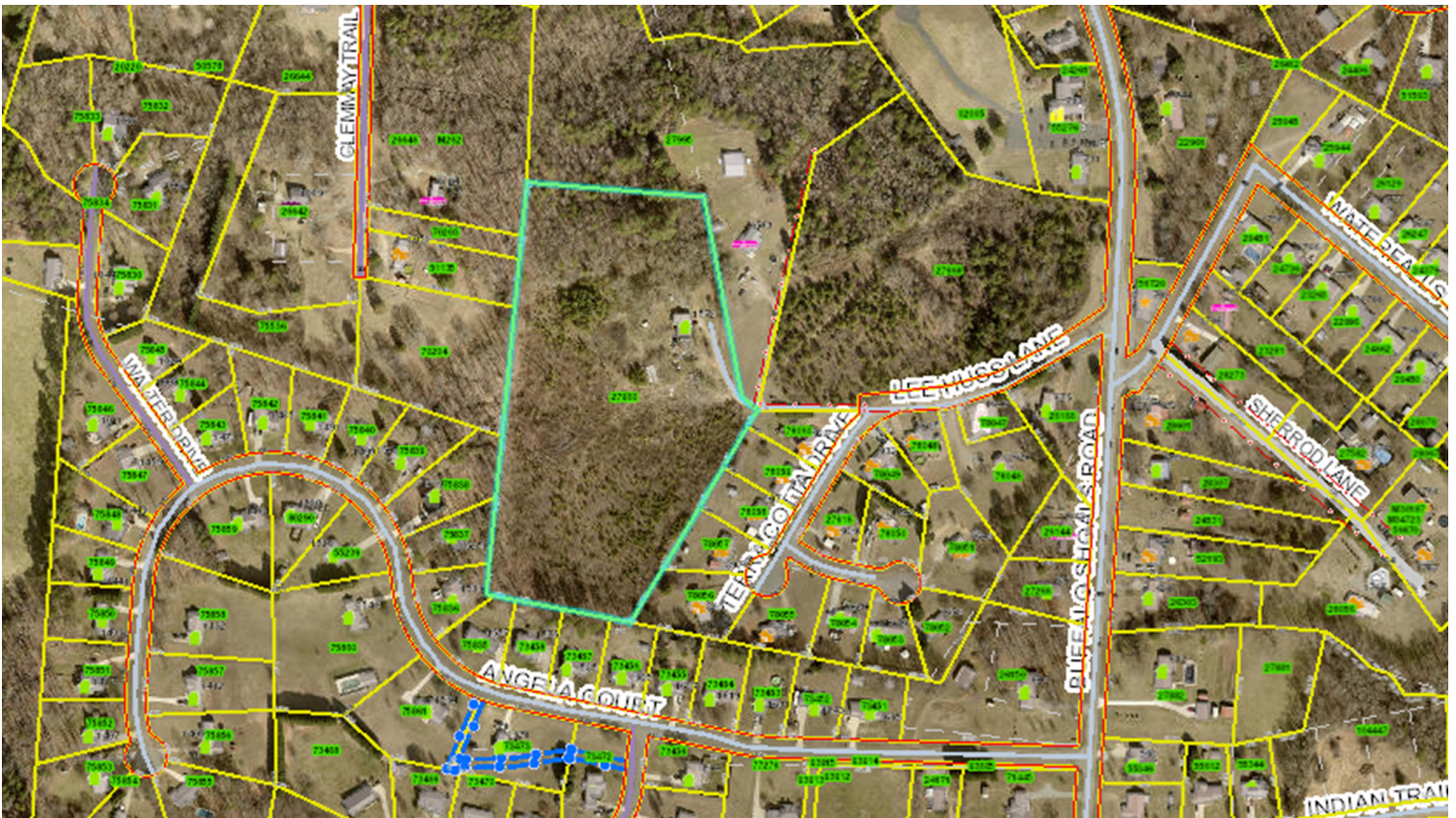
Financial Institution	Date Received	Tax-Exempt Fixed Rate	Type of Payments	Origination Fee	Recording Fee
PeoplesBank	7/24/2025	5.35%	Annual	\$550.00	
Commercial Bank	7/25/2025	5.60%	Monthly	\$2,000.00	\$15.00
United Bank	7/30/2025	4.42%	Monthly	\$250.00	

MEMO TO: Mayor and City Council
FROM: Planning Staff
SUBJECT: R-07-2025, A Resolution Of The Lincoln City Council Assigning Exclusive Planning And Development Regulation Jurisdiction To Lincoln County For Parcel ID 27960.
DATE: September 4, 2025

Background

A subdivision plat was submitted to the City. The parcel has split jurisdiction with a portion in the County and a portion in the ETJ. The parcel is served only by a private easement and does not abut a dedicated public street, and thus does not meet the requirements of the City of Lincoln Unified Development Ordinance (UDO) Section § 153.050, which requires at least 35 feet of dedicated street right-of-way frontage for the creation of a new lot or development.





Statutory Requirements:

§ 160D-203. Split jurisdiction. If a parcel of land lies within the planning and development regulation jurisdiction of more than one local government, for the purposes of this Chapter, **the local governments may, by mutual agreement pursuant to Article 20 of Chapter 160A of the General Statutes and with the written consent of the landowner, assign exclusive planning and development regulation jurisdiction under this Chapter for the entire parcel to any one of those local governments.** Such a mutual agreement shall only be applicable to development regulations and shall not affect taxation or other nonregulatory matters. **The mutual agreement shall be evidenced by a resolution formally adopted by each governing board and recorded with the register of deeds** in the county where the property is located within 14 days of the adoption of the last required resolution. (2019-111, s. 2.4; 2020-3, s. 4.33(a); 2020-25, s. 51(a), (b), (d).)

Written Consent of Landowner:

Pursuant to Article 20 of Chapter 160A of the General Statutes James Marshall Huss and wife, Jo Anne Huss, the landowners, assign exclusive planning and development regulation jurisdiction under this Chapter for Parcel 27960, to Lincoln County.

James M. Huss
Owner/ Date

Joanne Huss AKA power ATT Terry Huss
Owner/ Date

I, Crystal H. Huss, a Notary Public in and for the State of North Carolina & Lincoln County do hereby certify that James M. Huss personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 27 day of July, 2025

Crystal H. Huss
Notary Public

My commission expires 4/24/26

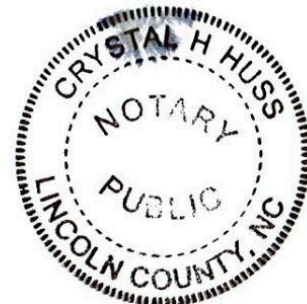


I, Crystal H. Huss, a Notary Public in and for the State of North Carolina & _____ County do hereby certify that Joanne Huss AKA Power of Att Terry Huss personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 27 day of July, 2025.

Crystal H. Huss
Notary Public

My commission expires 4/24/26



R-07-2025

A Resolution Of The Lincolnton City Council Assigning Exclusive Planning And Development Regulation Jurisdiction To Lincoln County For Parcel ID 27960.

WHEREAS, pursuant to North Carolina General Statutes § 160D-203, if a parcel of land lies within the planning and development regulation jurisdiction of more than one local government, those local governments may, by mutual agreement and with the written consent of the landowner, assign exclusive planning and development regulation jurisdiction of the entire parcel to one of the involved local governments; and

WHEREAS, Parcel ID 27960 (the "Parcel") lies partially within the extraterritorial jurisdiction (ETJ) of the City of Lincolnton and partially within the unincorporated jurisdiction of Lincoln County; and

WHEREAS, the majority of the acreage of Parcel ID 27960 is located within the jurisdiction of Lincoln County, and the remaining portion lies within the City of Lincolnton's ETJ; and

WHEREAS, the Parcel is served only by a private easement and does not abut a dedicated public street, and thus does not meet the requirements of the City of Lincolnton Unified Development Ordinance (UDO) Section § 153.050, which requires at least 35 feet of dedicated street right-of-way frontage for the creation of a new lot or development; and

WHEREAS, it is in the public interest and in the interest of effective and consistent land use planning that exclusive planning and development regulation jurisdiction over the entire Parcel be assigned to Lincoln County; and

WHEREAS, the City of Lincolnton City Council agrees to such an assignment of jurisdiction and the landowner has provided written consent; and

WHEREAS, this mutual agreement shall only apply to planning and development regulations and shall not affect taxation, emergency services, or other nonregulatory matters; and

WHEREAS, this resolution shall be recorded with the Lincoln County Register of Deeds within fourteen (14) days of adoption by both governing boards, as required by NCGS § 160D-203.

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

1. Jurisdiction Assignment. The City of Lincolnton hereby assigns exclusive planning and development regulation jurisdiction over Parcel ID 27960 to Lincoln County, in accordance with NCGS § 160D-203.

2. Landowner Consent. This assignment is made with the written consent of the landowner of Parcel ID 27960.
3. No Effect on Taxation. This assignment shall apply only to development regulations and shall not affect taxation, provision of public services, or other nonregulatory matters.
4. Recordation. This resolution shall be recorded with the Lincoln County Register of Deeds within fourteen (14) days of its adoption and the adoption of a reciprocal resolution by the Lincoln County Board of Commissioners.
5. Effective Date. This resolution shall become effective upon adoption.

Adopted this the ____ day of _____, 2025.

CITY OF LINCOLNTON

By: _____

Mayor

ATTEST:

City Clerk

Staff Recommendation:

Approve R-7-2025 to assign exclusive planning and development regulation jurisdiction to Lincoln County for Parcel ID 27960.

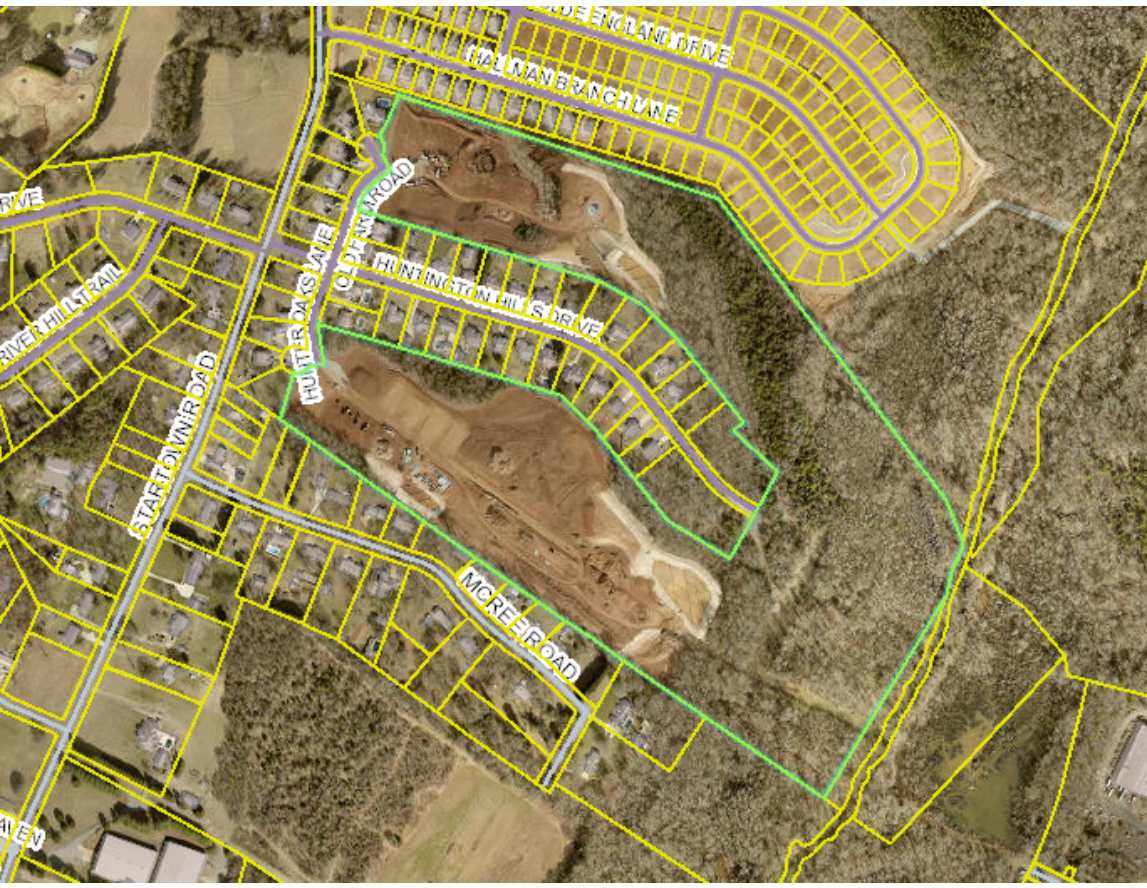
Motion:

Motion to approve

MEMO TO: Mayor and City Council
FROM: Planning Staff
SUBJECT: SB-1-2025 Consideration to Accept Subdivision Infrastructure Contract, Surety Bond, and Final Plat Approval
DATE: September 4, 2025

Background

The development of Huntington Hills Phase II finalizes the Huntington Hills neighborhood. This project is permitted by right because the area is zoned R-15 and complies with all zoning requirements. It is now ready for final plat approval. The developer is requesting a surety bond to cover any improvements that have not yet been completed before final plat approval.



Completed improvements:

- Water lines
- Sewer lines
- Subgrade of asphalt
- Curb and gutter
- Erosion control SCMs

Remaining improvements include the following:

- street trees
- street signs
- Sidewalks
- ADA curb ramps
- Grass
- final layer of asphalt
- Erosion Control SCM conversion
- An amount to cover any construction damage
- 25% markup as required by ordinance





Ordinance Requirements:

§ 153.385 FINAL SUBDIVISION PLAT SUBMISSION AND REVIEW.

(C) *Improvement guarantees.*

(1) In lieu of requiring the completion, installation, and dedication of all improvements prior to final plat approval, the city may enter into an agreement with the subdivider in which the subdivider agrees to complete all required improvements.

(2) Once the agreement is signed by both parties and the security required herein is provided, the final plat may be approved by the City Council if all other requirements of these regulations are met. The amount of the guarantee shall be equal to 1.25 times the cost of installing all the required improvements.

(3) All guarantees shall be subject to the approval of the City Council and shall be made payable to the city.

(4) To secure this agreement, the subdivider shall provide the City Council with either 1 or a combination of the following guarantees:

(a) *Surety performance bond(s).* The subdivider shall obtain a performance bond(s) from a surety bonding company authorized to do business in the state. The duration of the bond(s) shall be until a time when the improvements are accepted by the City Council (see division (F) below).

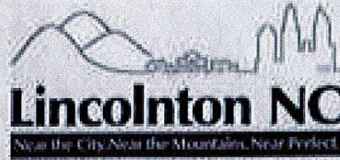
(b) *Cash or equivalent security.*

1. The subdivider shall deposit cash, an irrevocable letter of credit, or other instrument readily convertible into cash at face value, either with the city or in escrow with a financial institution designated as the city's official depository.

2. If cash or other instrument is deposited in escrow with a financial institution as herein provided, the subdivider shall then file with the City Council an agreement between the financial institution and himself or herself guaranteeing the following:

A. The escrow account shall be held in trust until released by the City Council and may not be used or pledged by the subdivider in any other matter during the term of the escrow; and

B. In case of a failure on the part of the subdivider to complete the improvements, the financial institution of an engineer's estimate of the amount needed to complete the improvements, immediately either pay to the city the funds estimated to complete the improvements, up to the full balance of the escrow account, or deliver to the city any other instruments fully endorsed or otherwise made payable in full to the city.



Applicant Name: Shaun Gasparini (True Homes)
Applicant Address: 2649 Brekonridge Centre Drive, Monroe, NC 28110
Applicant Phone Number: (704) 779-4126
Property Owner Name: Shaun Gasparini (True Homes)
Property Owner Address: 2649 Brekonridge Centre Drive, Monroe, NC 28110
Property Owner Phone Number: (704) 779-4126
Project Name: Huntington Hills

Describe the nature of the work being done:
Subdivide and develop parcel adjacent to existing Huntington Hills Drive to contain 60
proposed lots with new roads, storm drainage, and water and sewer utility systems

Total linear feet of improvements: See attached exhibit outlining improvements
Company completing the work: Prestige Site & Land Works, LLC
Anticipated start date: 3/3/2025
Anticipated completion date: 7/31/2025

I hereby certify that all knowledge of the information provided for this application and attachments is true and correct to the best of my knowledge.

Applicant's Signature

6/20/25
Date

AGREEMENT FOR COMPLETION OF IMPROVEMENTS

CITY OF LINCOLNTON

THIS AGREEMENT (the "Agreement") is made and entered into this 4th day of September 2025, by and between True Homes (Shaun Gasparini) (Applicant), hereinafter referred to as "Applicant," and The City of Lincolnton, a body corporate and politic, hereinafter referred to as "City;"

WITNESSETH:

WHEREAS, the Applicant has petitioned the City for approval of its final plat for a subdivision known as Huntington Hills (name of subdivision), as shown on said plat; and

WHEREAS, the Applicant has submitted with its petition a preliminary plat, preliminary construction plans and profiles of the roads and sidewalks (collectively referred to as the Improvements); and

WHEREAS, these documents have been reviewed by the City and have been found to be in compliance with the Lincolnton Unified Development Ordinance and approval of final plans would be in order upon completion of the Improvements; and

WHEREAS, the Applicant has requested the City pursuant to Section 153.385 of the Lincoln City Unified Development Ordinance to be permitted to enter into an agreement with the City agreeing to complete the required Improvements and otherwise comply with all the requirements of the Ordinance by no later than 09/04/2027 (two years from date of contract) and to deposit with the City a Surety (as defined below) guaranteeing the performance of this Agreement and that all required improvements shall be made in compliance with the Ordinance and all other applicable rules; and

WHEREAS, the Applicant has agreed to install the Improvements in accordance with the rules and regulations of the North Carolina Department of Transportation and the Lincolnton Code of Ordinances and to dedicate said Improvements to the public and maintain said Improvements and turn said streets over to said City of Lincolnton at the earliest point in time that they are acceptable; and

WHEREAS, the City has agreed to approve said final plat or plats upon the execution of this Agreement and (CHECK AS APPLICABLE) depositing cash with the City or depositing a surety bond with the City or providing a Letter of Credit to the City acceptable to the City in an amount equal to 125 percent of the cost (as estimated by the City) of installing the required improvements;

NOW, THEREFORE, the Applicant contracts and agrees with the City, its successors and assigns, as follows:

1. That it will install and complete all the Improvements in the above recited subdivision in accordance with the following:
 - a. preliminary road construction plans and profiles on file with the Lincolnnton Planning Department;
 - b. all applicable rules, regulations and requirements of the North Carolina Department of Transportation and Lincolnnton Code of Ordinances;
 - c. those standards and specifications described in Exhibit "A", attached hereto;

and that it will obtain construction approval of the completed roads by the City of Lincolnnton by no later than 09/04/2027 (two years from the date of contract).

2. That the Applicant will dedicate the Improvements to the public and will maintain the Improvements until said Improvements are (i) accepted by the North Carolina Department of Transportation, as applicable; (ii) accepted by a duly constituted property owners' association created for that purpose; or (iii) otherwise approved by the City.

3. That the Applicant will turn said Improvements over to the City of Lincolnnton at the earliest time in which they are acceptable.

4. That the Applicant will furnish to the City of Lincolnnton (CHECK AS APPLICABLE) cash or a surety bond payable to the City of Lincolnnton or a Letter of Credit made payable to the City of Lincolnnton in a form and issued by a financial institution acceptable to the City, in its sole discretion (collectively or alternatively, the Surety Bond and Letter of Credit shall be referred to as the "Surety"). The Surety shall be in an amount equal to 125 percent of the cost (as estimated by the engineer and approved by the City) of installation and dedication of all Improvements required by this Agreement and the Unified Development Ordinance. A copy of said Surety is attached to this Agreement as Exhibit "B," and incorporated herein by reference thereto.

5. That the Applicant agrees to indemnify and hold the City harmless from any costs, liability, demands of any kind, sort or nature for the construction, installation and completion of the above recited Improvements.

6. That the Applicant warrants that it is the owner of the Huntington Hills subdivision as above recited; that it has legal right to enter into this Agreement; and that it will faithfully perform and complete the terms of this Agreement by no later than 09/04/2027 (two years from the date of contract).

7. That a breach by Applicant of any provisions of this Agreement shall entitle City, in addition to any other remedies it may hold, to immediately declare a default in this Agreement and/or call due, draw upon or make a claim on the Surety in the amount which City deems necessary, in its sole and absolute discretionary authority, to remedy all damages, reparations and costs (including, but not limited to, City's attorney's fees and court costs) arising from Applicant's breach of this Agreement. Such damages, reparations and costs shall include by way of illustration, but not be limited to, the following:

- a. The costs of completing and dedicating the improvements as required by this Agreement;
- b. The costs of indemnifying the City from any claims arising as a result of Applicant's breach of this Agreement; and
- c. The additional manpower, legal and court costs incurred as a result of Applicant's breach of this Agreement.

8. Notices. All notices, demands, and requests which may be given or which are required to be given by either party to the other, shall be in writing and shall be deemed effective when either: (1) personally delivered to the intended recipient; (2) sent by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below or (3) delivered in person to the address set forth below for the party to which the notice was given. Notices shall be effective on the date of delivery or receipt or, if delivery is not accepted, on the earlier of the date that delivery is refused or three (3) days after the date the notice is mailed. For purposes of this Agreement, the addresses of the parties for all notices are as follows (unless changes by similar notice in writing are given by the particular person whose address is to be changed):

If to City:

City of Lincolnton
ATTN: City Attorney
P.O. Box 617
Lincolnton, NC 28093

If to Applicant:

Applicant name and address:

True Homes (Shaun Gasparini), (704) 779-4126
2649 Brekonridge Centre Drive, Monroe, NC 28110

9. Voluntary Agreement. The Applicant and City warrant and represent that they are represented by legal counsel of their choice; have investigated fully their alternatives to

the execution and performance of this Agreement; have had ample time to review this Agreement and consult with their counsel; are fully aware of the terms contained in this Agreement; and have knowingly, voluntarily and without coercion or duress of any kind entered into this Agreement and the documents executed in connection with this Agreement. Accordingly, this Agreement shall not be construed against either party as having drafted the Agreement.

10. CONSENT TO JURISDICTION; EXCLUSIVE VENUE. THE PARTIES HERETO AGREE TO JURISDICTION AND VENUE FOR ANY DISPUTE ARISING FROM, THIS AGREEMENT IN THE SUPERIOR COURT OF LINCOLN CITY, NORTH CAROLINA.

11. Indulgence Not Waiver. The City's indulgence in any other departure from the terms of this Agreement shall not prejudice City's right to demand strict compliance with this Agreement.

12. Amendment and Waiver in Writing. No provision of this Agreement can be amended or waived, except by a statement in writing signed by the party against which enforcement of the amendment or waiver is sought.

13. Severability. Should any provision of this Agreement be invalid or unenforceable for any reason, the remaining provisions hereof shall remain in full effect.

14. APPLICABLE LAW. THE VALIDITY, CONSTRUCTION AND ENFORCEMENT OF THIS AGREEMENT SHALL BE DETERMINED ACCORDING TO THE SUBSTANTIVE LAWS OF NORTH CAROLINA WITHOUT REGARD TO CONFLICTS PRINCIPLES:

IN WITNESS WHEREOF, Shaun Gasparini (True Homes) (applicant), has caused this instrument to be signed by its Market Partner (title of person signing for applicant) and the City of Lincoln has caused this instrument to be signed in accordance with a resolution passed by the Lincoln City Council on the _____ day of _____, 2025.



Shaun Gasparini, Market Partner (True Homes)
Name and title (Development Team)

Ritchie Haynes, City Manager

ATTEST:

Daphne Ingram
City Clerk

NORTH CAROLINA
Lincoln COUNTY

I, _____, a Notary Public for said County and State, do hereby certify that _____ personally appeared before me this day and acknowledged that he/she is the _____ of _____ (developer/construction company).

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

Notary Public

My Commission Expires: _____

NORTH CAROLINA
LINCOLN COUNTY

I, _____, a Notary Public for said County and State, do hereby certify that Ritchie Haynes, personally appeared before me this day and acknowledged that he is the City Manager for The City of Lincolnton.

Witness my hand and notarial seal, this _____ day of _____, 202__.

Notary Public

My Commission Expires: _____

NORTH CAROLINA
LINCOLN COUNTY

This the _____ day of _____, 2025, personally came before me, Daphne Ingram, City Clerk to the Lincolnton City Council, North Carolina, who being by me duly sworn says that she knows the common seal of the County of Lincoln, North Carolina and is acquainted with Ritchie Haynes who is the City Manager of the City of Lincolnton, North Carolina, and that she, the said Daphne Ingram, is the City Clerk to the Lincolnton City Council, North Carolina and saw the City Manager sign the foregoing instrument and affix said seal to said instrument and that she, the said Daphne Ingram, signed her name in attestation of said instrument in the presence of said City Manager of Lincoln County, North Carolina.

Notary Public

My Commission Expires: _____

Huntington Hills

True Homes

Bond Estimate

JOB #: 120843.00 (Internal) 23-SUB-01 (LCNRD) BY: RHT
 DATE: 6/18/2025 PM: EGH

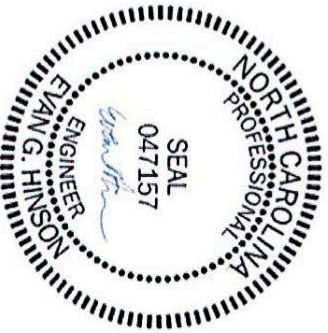


MERRICK®

301 S McDowell Street, Suite 300
 Charlotte, North Carolina 28204
 Ph: 704-529-6500

General Site	UOM	Total Units	\$/Unit	Total Value	Amount Complete	Installed Value	Bond Amount
Street Trees	EA	124	350.00	\$43,400.00	0	\$0.00	\$43,400.00
Street Signs	EA	2	450.00	\$900.00	0	\$0.00	\$900.00
Sidewalks	SY	2955	50.00	\$147,750.00	0	\$0.00	\$147,750.00
ADA Curb Ramps	EA	6	1000.00	\$6,000.00	0	\$0.00	\$6,000.00
Seeding & Fertilizing	AC	29	5000.00	\$145,000.00	25	\$125,000.00	\$20,000.00
Erosion Control SCM Conversion	SF	75415	0.50	\$37,707.50	37708	\$18,853.75	\$18,853.75
<i>Includes filling in of temporary erosion control ponds</i>							
Public Streets Paving							
1.5" Final Asphalt Surface Course	SY	8615	12.00	\$103,380.00	0	\$0.00	\$103,380.00
Curb & Gutter							
24" Valley	LF	5253	25.00	\$131,325.00	5253	\$131,325.00	\$0.00
Repairs for C&G construction damage (10%)	LF	525.30	25.00	\$13,132.50	0	\$0.00	\$13,132.50

Total Cost		\$353,416.25
Surety Mark Up	25%	\$88,354.06
Total Surety Amount		\$441,770.31



07/17/25

(E) *Review.*

(1) Only the City Council is authorized to approve plats that involve any of the following:

(a) Improvement guarantees as outlined in division (C) above of these regulations.

SURVEYOR CERTIFICATE

I, the undersigned, being duly qualified and sworn, have personally and directly supervised the making of the foregoing survey and the preparation of this certificate, and I certify that the same are true and correct in accordance with the laws of the State of North Carolina.

DATE OF SURVEY: 11/22/2011
 DATE OF CERTIFICATE: 11/22/2011

STATE OF NORTH CAROLINA

STATE INFORMATION

PLAT NUMBER: 11-22-2011-001
 COUNTY: HUNTINGTON
 TOWNSHIP: HUNTINGTON
 SECTION: 3
 PLAT BOOK: 374
 PAGE: 54

FLOOD NOTE

THE SUBJECT PARCELS ARE NOT IN A FLOOD HAZARD ZONE AS SHOWN ON THE FLOOD INSURANCE RATE MAPS (FIRM) OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA). THE SUBJECT PARCELS ARE NOT IN A FLOOD HAZARD ZONE AS SHOWN ON THE FLOOD INSURANCE RATE MAPS (FIRM) OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA).

NOTES

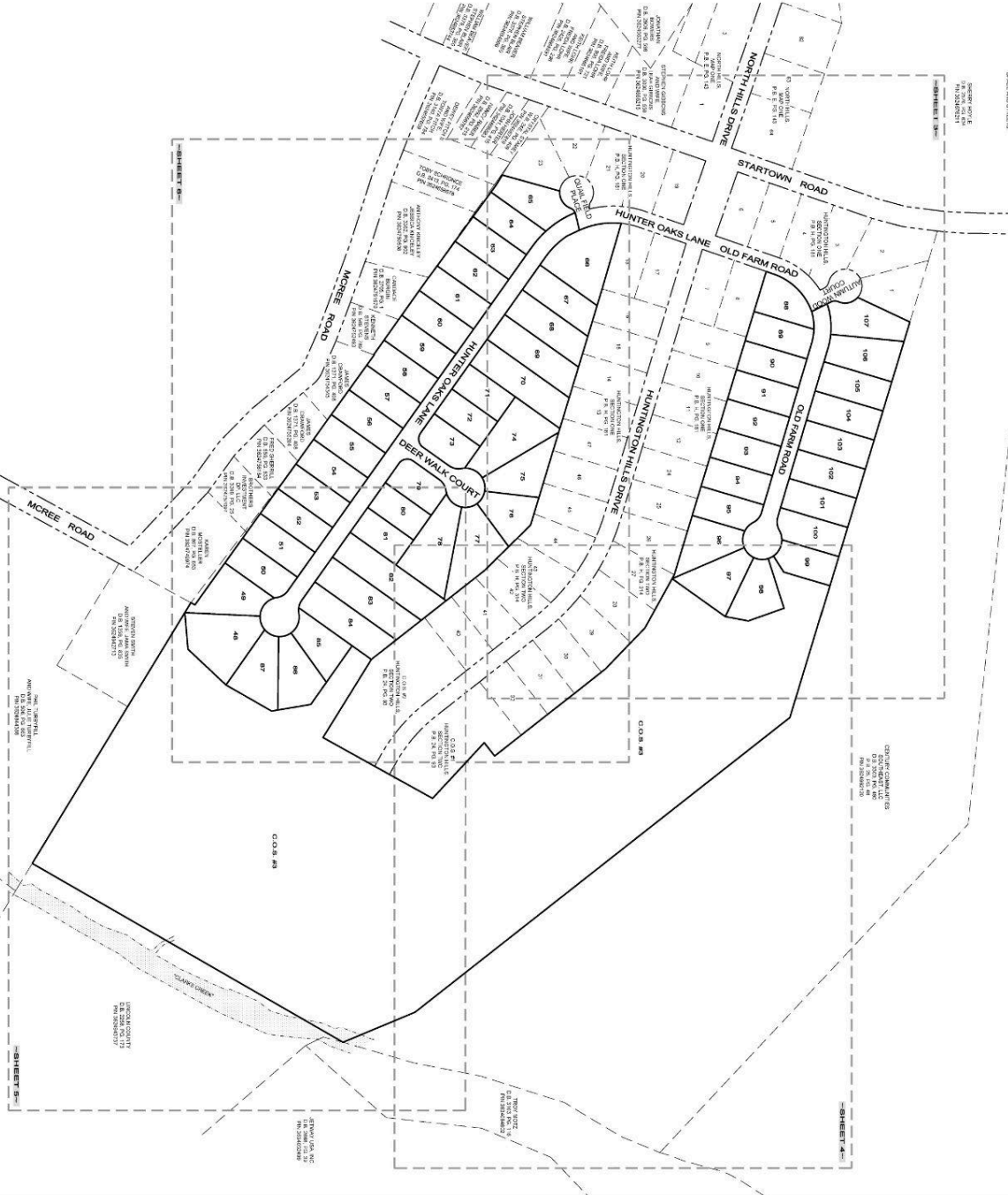
1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF UNLESS OTHERWISE NOTED.
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AMENDMENTS

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KEY MAP

NOTICE: THIS KEY MAP IS FOR INFORMATIONAL PURPOSES ONLY. IT DOES NOT REPRESENT A SURVEY. THE SURVEY IS SHOWN ON SHEET 11-22-2011-001.



PROVIDENCE

Providence Land Group, PLLC
 1000 North Center Street
 Raleigh, NC 27601
 919.876.1111

PROJECT NAME (IF APPLICABLE)
 11-22-2011-001



PROJECT LOCATION (IF APPLICABLE)
 HUNTINGTON, NORTH CAROLINA

PROJECT DESCRIPTION
 FINAL PLAT FOR HUNTINGTON HILLS SECTION 3 CITY OF LINCOLN COUNTY NORTH CAROLINA

OWNER
 P.N. 202485855 74 DEED BOOK 374 PAGE 54

PREPARED BY
 CHEROKEE DEVELOPMENT, INC. 2065 BUCKINGHAM CENTER DR. MORFEE, NC 27559

REVISIONS
 DATE REVISION BY

DATE
 11/22/2011

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GPS CERTIFICATE

THIS CERTIFICATE IS TO BE USED TO VERIFY THE LOCATION OF A PROPERTY OR POINT OF INTEREST FOR THE PURPOSES OF THE CITY OF LINDSEY. THE LOCATION OF THE PROPERTY OR POINT OF INTEREST SHALL BE VERIFIED BY THE CITY ENGINEER USING THE GPS SYSTEM. THE LOCATION OF THE PROPERTY OR POINT OF INTEREST SHALL BE VERIFIED BY THE CITY ENGINEER USING THE GPS SYSTEM. THE LOCATION OF THE PROPERTY OR POINT OF INTEREST SHALL BE VERIFIED BY THE CITY ENGINEER USING THE GPS SYSTEM.

PLAN REVIEW OFFICER

I HAVE REVIEWED THE PLANS AND FOUND THEM TO BE IN ACCORDANCE WITH THE CITY ENGINEERING DEPARTMENT STANDARDS AND SPECIFICATIONS. THE PLANS HAVE BEEN APPROVED FOR CONSTRUCTION.

DATE

CERTIFICATE OF PUBLIC ROADS

I HAVE REVIEWED THE PLANS AND FOUND THEM TO BE IN ACCORDANCE WITH THE CITY ENGINEERING DEPARTMENT STANDARDS AND SPECIFICATIONS. THE PLANS HAVE BEEN APPROVED FOR CONSTRUCTION.

CERTIFICATE OF OWNERSHIP

I HAVE REVIEWED THE PLANS AND FOUND THEM TO BE IN ACCORDANCE WITH THE CITY ENGINEERING DEPARTMENT STANDARDS AND SPECIFICATIONS. THE PLANS HAVE BEEN APPROVED FOR CONSTRUCTION.

DATE

CERTIFICATE OF APPROVAL OF THE LINDSEY AND SOUTHERN STREETS IMPROVEMENTS

I HAVE REVIEWED THE PLANS AND FOUND THEM TO BE IN ACCORDANCE WITH THE CITY ENGINEERING DEPARTMENT STANDARDS AND SPECIFICATIONS. THE PLANS HAVE BEEN APPROVED FOR CONSTRUCTION.

DATE

PERSONAL OR APPROVAL OF RECORDING

I HAVE REVIEWED THE PLANS AND FOUND THEM TO BE IN ACCORDANCE WITH THE CITY ENGINEERING DEPARTMENT STANDARDS AND SPECIFICATIONS. THE PLANS HAVE BEEN APPROVED FOR CONSTRUCTION.

DATE

DEDICATION OF COMMON OPEN SPACE

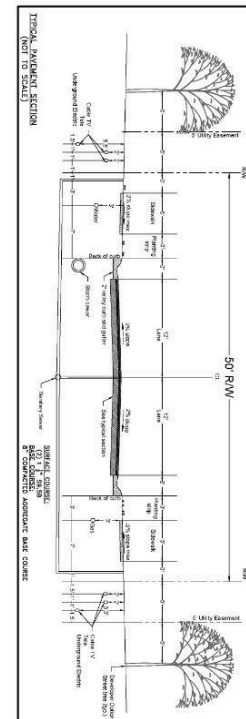
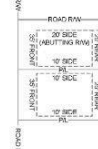
I HAVE REVIEWED THE PLANS AND FOUND THEM TO BE IN ACCORDANCE WITH THE CITY ENGINEERING DEPARTMENT STANDARDS AND SPECIFICATIONS. THE PLANS HAVE BEEN APPROVED FOR CONSTRUCTION.

DATE

TYPICAL DRAINAGE & UTILITY LAYOUTS



TYPICAL LOT SETBACK

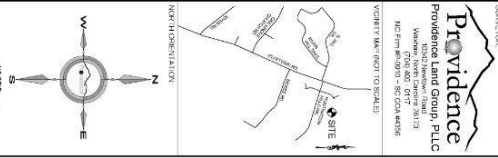


LEGEND

1	ASPHALT DRIVE/PAVEMENT
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40	ASPHALT DRIVE/PAVEMENT



PROJECT:
FINAL PLAN OF
HUNTINGTON HILLS,
SECTION 3
CITY OF LINDSEY,
LINDSEY COUNTY,
NORTH CAROLINA

PLAN BOOK & PAGE 314
DEED BOOK 55, PAGE 504

OWNER:
DEPENDABLE DEVELOPMENT, INC.
2608 BRIMCOMBE CENTRE DR.
WARRAHE, NC 28110

REVISIONS:
 DATE: 08/20/2008 REV: _____

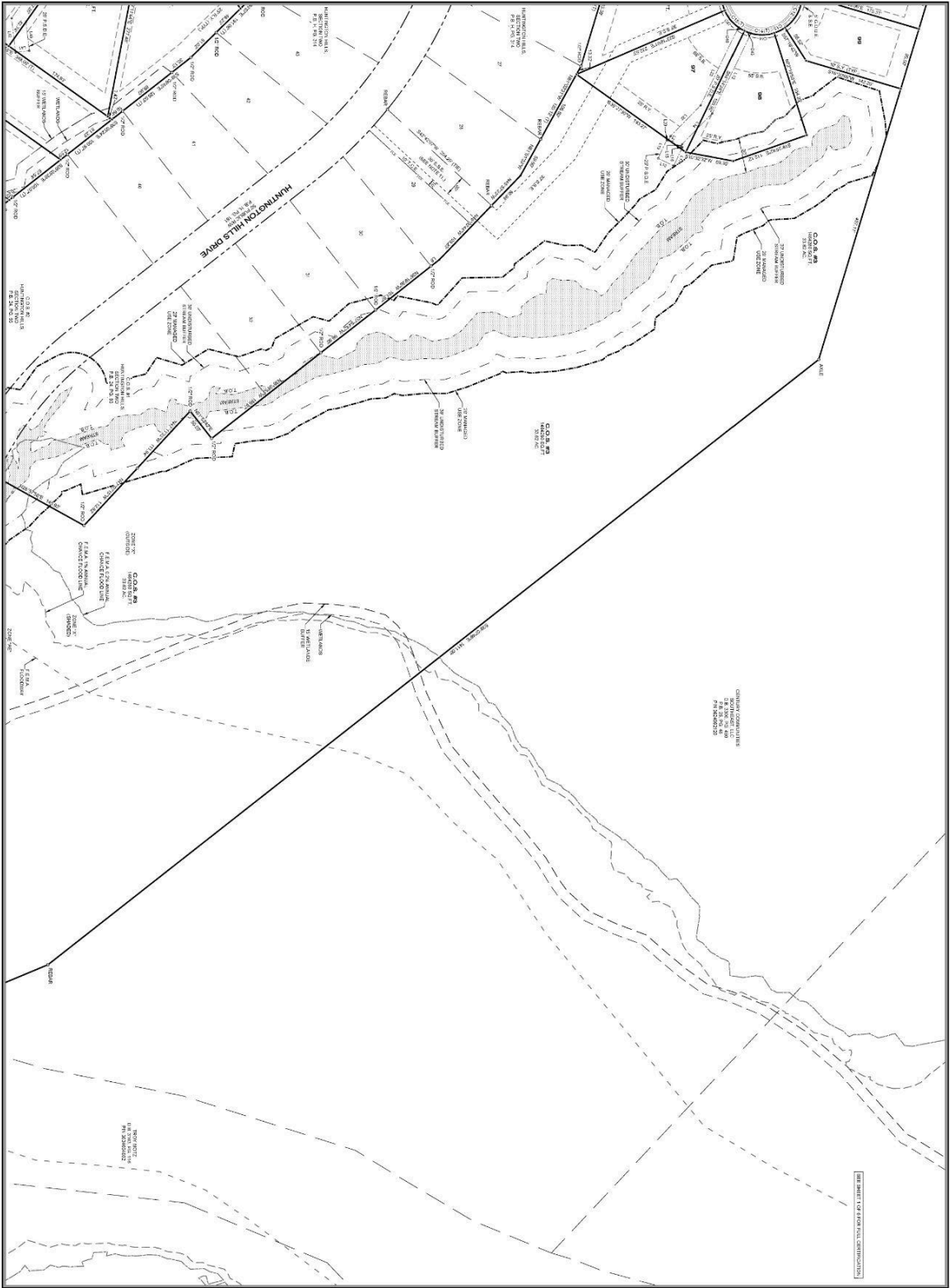
DATE: 08/20/2008
PROJECT NUMBER: 080801
DRAWING NUMBER: 080801-017
DESIGNER: J. W. HARRIS
CHECKED BY: J. W. HARRIS
SCALE: AS SHOWN

2 of 6



PROVIDENCE
Providence Land Group, PLLC
 5500 Cameron Road, Suite 1113
 Winston-Salem, NC 27103
 Phone: 703.402.0177
 Fax: 703.402.0178
 Website: www.providence-land.com

SCALE: 1" = 40' (FIELD DIMENSIONS)
 1" = 100' (LOT DIMENSIONS)
 NORTH ARROW
 PROJECT: FINAL PLAT OF
HUNTINGTON HILLS SECTION 3
 CITY OF LINCOLNTON
 LINCOLN COUNTY
 NORTH CAROLINA
 P.N. 202408055
 D.P. AT 100% H.P. 2024-014
 DEED 2024-014, 2024-014
 GRANTOR: DEPENDABLE DEVELOPMENT, INC.
 2640 BIRKENHEDGE CENTRE DR.
 RAYMOND, NC 27150
 REVISIONS: NONE
 DATE: 08/23/2024 REV: 0
 CHECKED BY: [Signature]
 DATE: 8/23/2024
 ALLOTT: N. 2024
 PLOTT NUMBER: [Signature]
 COUNTY: LINCOLN COUNTY
 COUNTY CLERK: [Signature]
 DATE: 8/23/2024
 CHECKED BY: [Signature]
 DATE: 8/23/2024



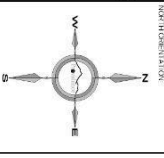
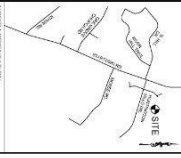
SEE SHEET 1 OF 6 FOR FULL CONTINUATION

Providence Land Group, LLC

 10000 Providence Blvd, Suite 200

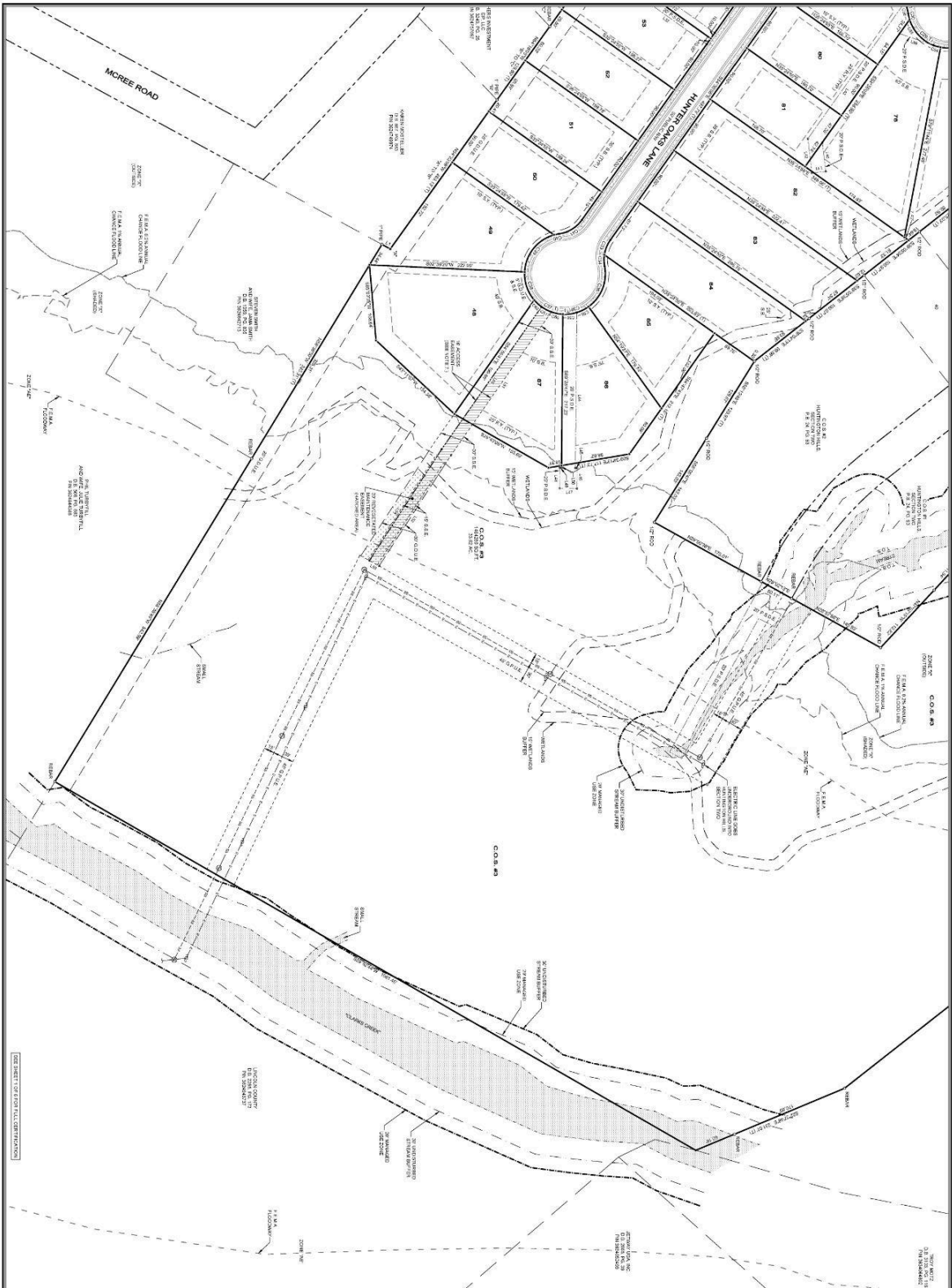
 Charlotte, NC 28215

 704.536.1800



PROJECT: FINAL PLAN OF
HUNTINGTON HILLS
 SECTION 3
 CITY OF LINCOLN
 LINCOLN COUNTY
 NORTH CAROLINA
 OWNER: DEPENDABLE DEVELOPMENT, INC.
 2500 W. MONROE ST.
 MONROE, N.C. 28110
 DEPENDABLE DEVELOPMENT, INC.
 2500 W. MONROE ST.
 MONROE, N.C. 28110
 PLAT NUMBER: 314
 DEED BOOK: 3374 PAGE: 504

DATE:	10/15/2014
SCALE:	AS SHOWN
PROJECT NUMBER:	10000
OWNER:	DEPENDABLE DEVELOPMENT, INC.
DESIGNED BY:	PROVIDENCE LAND GROUP, LLC
CHECKED BY:	PROVIDENCE LAND GROUP, LLC
DATE:	10/15/2014



PROVIDENCE
Providence Land Group, LLC
 10000 W. HUNTER OAKS AVE
 SUITE 200
 HUNTER OAKS, NC 27586
 TEL: 919.883.8888 FAX: 919.883.8889
 WWW.PROVIDENCELANDGROUP.COM

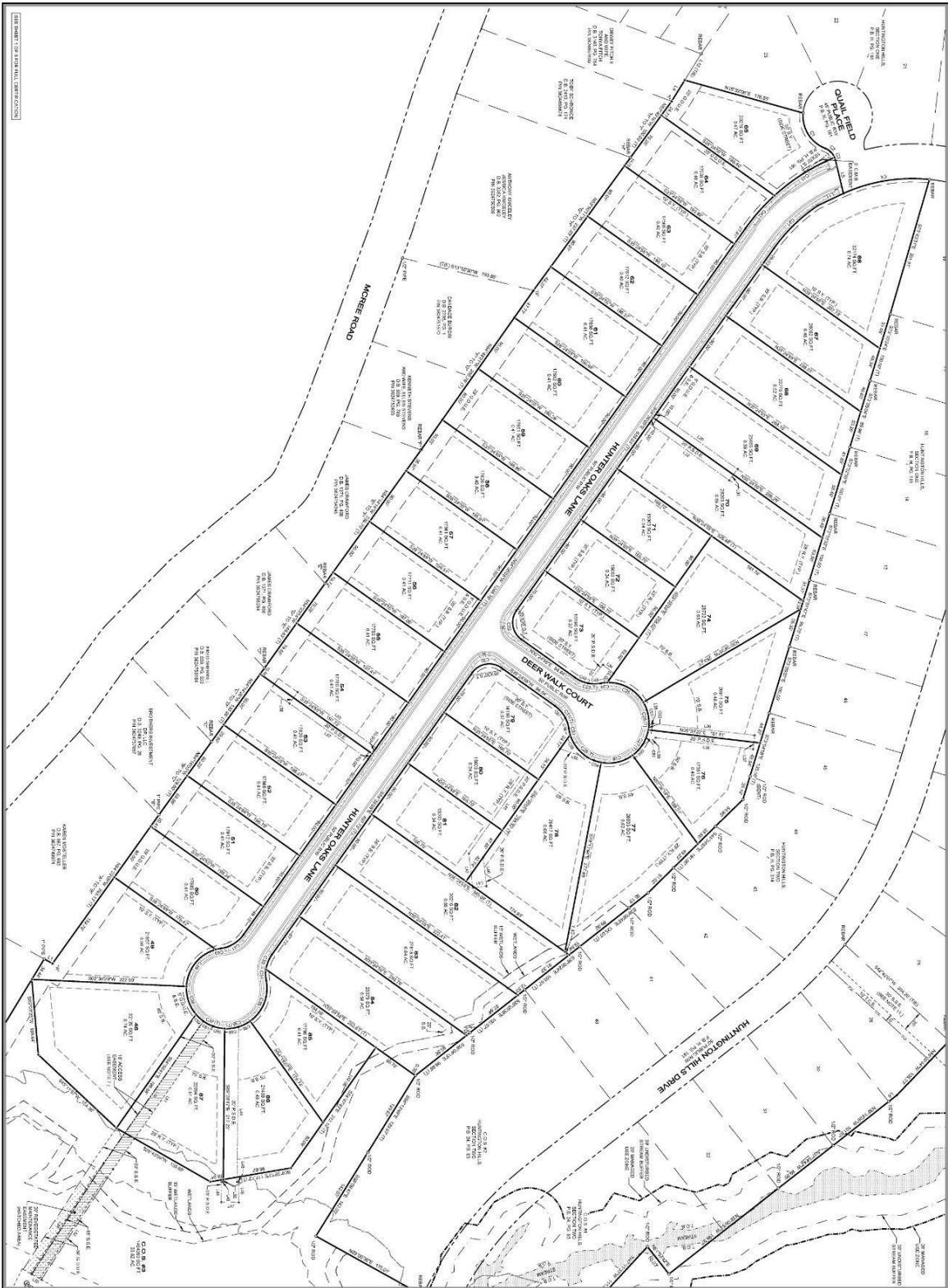


PROJECT: FINAL PLAT
 HUNTINGTON HILLS
 SECTION 3
 CITY OF LENOIR
 NORTH CAROLINA
 PLAT BOOK #4 PAGE 314
 DEED BOOK #314 PAGE 504

OWNER:
 BENDABLE DEVELOPMENT, INC
 2689 BENDABLE DRIVE
 MONROE, NC 28110

DESIGNER:
 DATE: SELECTED NEW

DATE: 10/2/2024
 ALIEN: 1% 020
 PROJ NUMBER: 2689
 DRAWN BY: BENDABLE DEVELOPMENT, INC AT 1000
 CHECKED BY: [blank]
 PLAT NUMBER: 5 of 6



			<p>PROVIDENCE PROVIDENCE ENGINEERING, P.L.L.C. 1000 W. 10th Street, Suite 100 Norfolk, VA 23510 (757) 622-8800 (757) 622-8801 (757) 622-8802 (757) 622-8803 (757) 622-8804 (757) 622-8805 (757) 622-8806 (757) 622-8807 (757) 622-8808 (757) 622-8809 (757) 622-8810 (757) 622-8811 (757) 622-8812 (757) 622-8813 (757) 622-8814 (757) 622-8815 (757) 622-8816 (757) 622-8817 (757) 622-8818 (757) 622-8819 (757) 622-8820</p>
<p>PROJECT: FINAL PLAN OF HUNTINGTON HILLS SECTION 3 CITY OF LINCOLNTON NORTHVALE BOULVARD NORTHVALE BOULVARD PLAT BOOK 314 PAGE 314 DEED BOOK 3374 PAGE 504</p>			
<p>DATE: _____ REVISION: _____ SECTION: _____ REV: _____</p>	<p>OWNER: HUNTINGTON HILLS PLAT BOOK 314 PAGE 314 DEED BOOK 3374 PAGE 504</p>	<p>SCALE: 1" = 40'</p>	
<p>DATE: _____ REVISION: _____ SECTION: _____ REV: _____</p>	<p>OWNER: HUNTINGTON HILLS PLAT BOOK 314 PAGE 314 DEED BOOK 3374 PAGE 504</p>	<p>SCALE: 1" = 40'</p>	

Staff Review:

A third-party has reviewed the Surety Bond quote and confirmed that it accurately reflects the remaining costs to complete the improvements.

The final plat complies with all zoning and subdivision plat requirements.

Staff recommend the following actions:

1. Recommend approval to accept a Surety Bond for the amount listed in the packet and the Agreement for Completion of Improvements
2. Approval of the Final Plat

Motion:

Motion to approve as recommended by staff

PLAYGROUND GRANT



Up to 100% matching funds for play systems

PowerScape, PrimeTime, Xscape, and Modern City

Up to 50% matching funds for fitness systems

The Stadium, KidCourse, Challenge Course, and THRIVE

Up to 50% matching funds for early childhood systems

ECHO and TotStuff



gametime.com/grant-2025



A PLAYCORE Company

Instructions

Read carefully

Please complete the appropriate sections of the application form. Once completed, validate the information by means of the project administrator's signature. Immediately return the completed and signed application form to your GameTime representative.

Project Info

List contact info and address of your project

Project Name: _____ **Type:** _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Contact Person: _____ **Title:** _____

Phone: _____ **Fax:** _____ **E-mail:** _____

Background

Please provide a description of your organization, its goals, and why it should be considered for a grant.

Site Info

List specific info about the area in which the play equipment will be located.

Number of players: _____ **Age range:** _____ **Total play area size:** _____ **Is the site level?:** _____

Special site conditions: (utilities, retaining walls, soil conditions, excessive slope, concrete slab, etc) _____

Budget Info

List your actual contribution to the play equipment purchase only.

Dollar amount you want GameTime to match: _____

Funding Choices

Select the type(s) of funding in which you are interested.

- Up to 100% matching funds on play systems**
Applies to PowerScape®, PrimeTime®, Xscape®, and Modern City®
- Up to 50% matching funds on fitness systems**
Applies to The Stadium®, KidCourse, Challenge Course, and THRIVE®
- Up to 50% matching funds on early childhood play systems**
Applies to ECHO and TotStuff



Rules and Limitations

Read carefully

Grant Rules and Limitations:

To qualify for up to 100% matching funds, list price of the qualifying playground system must exceed \$75,000, and payment in full must accompany your order. For play systems with a list price of less than \$75,000 and greater than \$25,000 with payment in full, GameTime playground grants are available with matching funds up to 80%. For play systems that exceed \$25,000, and purchased with credit terms, matching funds are available up to 65%. Matching funds are subject to rounding rules and may vary based on qualified purchase. No other offer, discount, or special programs can be used with this grant program. This special matching fund offer applies to PowerScape®, PrimeTime®, Xscape®, and Modern City® systems only. Up to 50% matching funds for select outdoor fitness equipment, including THRIVE®, Challenge Course, KidCourse, and The Stadium®. Up to 50% matching funds are available for selected ECHO and TotStuff early childhood systems. VistaRope®, freestanding net structures, TuffForms, Landmark Design, GTSymphony freestanding, other freestanding play products, and Play On! non-system events are not eligible for funding. All applications must be received and validated by the project administrator by October 17, 2025. GameTime reserves the right to decline any application for a GameTime grant. GameTime will accept grant orders until October 24, 2025, or until all eligible funds are disbursed, whichever comes first. Customer must be able to receive order by December 31, 2025, subject to transportation availability. GameTime reserves the right to terminate this offer at any time without notice. GameTime playground grants can only be applied to additional GameTime purchases and only in conjunction with the original purchase. Standard policies and warranties as listed in the 2025 GameTime Playground Design Guide apply. Freight and applicable sales tax are extra and not included. Other terms and restrictions may apply. Contact your local GameTime representative for complete details.

Authorization Signature

Project administrator's signature

Authorized Signature: _____ **Date:** _____

Name (please print): _____ **Title:** _____



FARMER'S MARKET GROUNDS AND PAVILION Policies and Procedures

The Farmer's Market pavilion and grounds, located at the corner of West Water and South High Streets, lies on 1.61 acres and is home to the Lincoln County Farmers Market. The market grounds feature the following amenities: covered pavilion, restrooms, parking lot, and open green space.

- ❖ Market grounds and parking lot hours are as follows: Monday through Sunday from 7:00am – 10:00pm.
- ❖ Restroom hours are as follows: Pavilion restrooms will only be opened for organized community programs and special events.

***The market grounds and pavilion will not be made available for private rental. ***

So that all may enjoy the market grounds, we ask that you please abide by the following rules:

- No trespassing after hours per Section 96.01 of the City of Lincolnton Code of Ordinances.
- No overnight parking is allowed. Violators will be towed at the owner's expense.
- No trucks with 3 or more axles are allowed in the parking lot.
- Illegal weapons, drugs, fireworks, smoking, etc. are not permitted on the premises.
- The possession or use of alcohol is prohibited unless permitted through the City of Lincolnton's special events permitting process.
- Market grounds and facilities are tobacco free.
- All pets must be leashed and under control. Please clean up after your pets.
- No solicitation is allowed unless permitted by the City of Lincolnton.
- It is a criminal violation of the City of Lincolnton Code of Ordinances, section 96.02, for any Registered Sex Offender to be on or about this recreation facility/grounds. Violators are subject to immediate arrest and punishable by fines and/or incarceration.
- Littering is prohibited. To help maintain a clean and safe environment for market visitors, put trash in designated receptacles.

Pavilion and Grounds Use

The Farmer's Market Pavilion and Grounds will only be made available for organized community or recreation programs and special events. Reservations for use may be made by contacting Lincolnton Parks and Recreation at (704) 735-2671, Monday through Friday during the hours of 9:00 a.m. – 5:00 p.m.

The reservation applications and/or special event permit applications must be completed and signed by a person at least twenty-one years of age.

- A. The City of Lincolnnton and/or the Director of Lincolnnton Parks and Recreation reserves the right to cancel or refuse any community program or special event not deemed to be in the best interest of the City of Lincolnnton and the public. Any group not complying with the policies and procedures for the use of Farmer's Market Pavilion and Grounds, will not be considered for future use of the facility.
- B. The use must be in compliance with all policies and procedures for Farmer's Market Pavilion and Grounds and Lincolnnton Parks and Recreation. Any damage to the facility and/or grounds must be repaired and any loss replaced. The person signing the application will be held responsible for all damages and for the conduct of the group.

FOR ORGANIZED PUBLIC EVENTS:

- Sale of certain food items may require permits from Lincoln County Environmental Health. It is the responsibility of the group using the facility to comply with all such regulations. **Contact Environmental Health at least two weeks prior to the event at: (704) 736-8426.*
- **Certificate of Insurance:** Certificate of insurance naming the City of Lincolnnton as additional insured must be provided with a signed "Facility Use Application" for organizations requesting use of the Farmer's Market Pavilion and Grounds. Certificate coverage shall be in the amount of One Million Dollars (\$1,000,000) for each occurrence with a Two Million Dollar (\$2,000,000) aggregate.

By making the Farmer's Market Pavilion and Grounds available to sponsors, groups, and organizations, the City of Lincolnnton, including its officials and Recreation staff, shall be held faultless.

The City assumes no responsibility or liability for any loss, damage, or injury that may occur during the use of these premises, as governed by the applicable policies and procedures.

The Lincolnnton Police Department has full authority to enforce all regulations pertaining to the use of the Farmer's Market Pavilion and Grounds.

FOR QUESTIONS OR TO REPORT ANY PROBLEMS, PLEASE CALL THE LINCOLNTON RECREATION DEPARTMENT AT (704) 735-2671.

Market Pavilion Policies & Procedures:

NO ELECTRICAL OUTLETS OR WATER AVAILABLE

- The pavilion can be used from March through November of each year.
- Reservations may be made in-person, Monday through Friday, at the Lentz Gym from 9:00 a.m. – 5:00 p.m.
- Reservations for the use of the pavilion will be made for each year, beginning with the first working day in January.
- Reservations will not be accepted by phone. Individuals interested in reserving the pavilion may call to check availability, however; the pavilion will remain on a first come, first serve basis for community or recreation programming or special events.
- Reservation applications must be signed by a person of at least twenty-one years of age. The person signing the application will be responsible for the conduct of the group in compliance with the policies and procedures of the pavilion.
- Merchandise sales are prohibited unless they gain the approval of the Recreation Director. Exceptions may occur when the proceeds of such sales are to be used for charitable, educational, church, civic or cultural purposes.
- You may not tape signs, balloons, streamers, etc. to the walls or support pillars of the market pavilion.
- **NO CHARCOAL OR GAS GRILLS ALLOWED UNDER THE PAVILION. NO COOKING OF ANY KIND IS ALLOWED UNDERNEATH THE PAVILION!**
- **NO ALCOHOLIC BEVERAGES, FIREWORKS OR WEAPONS WILL BE ALLOWED ON THE PREMISES!!**
- Any group not complying with the policies and procedures of the pavilion could be denied future use of the facility.
- The Lincoln Police Department has full authority to enforce all regulations pertaining to pavilion and market grounds use.
- No vehicles are allowed to park under the pavilion.
- In making the Farmer's Market Pavilion and Grounds available to sponsors, groups, and organizations, The City of Lincoln, City Officials and Recreation Staff, shall be held harmless and shall assume no responsibility or liability for any loss or damage which may occur during the use of these premises governed by the foregoing policies and procedures.

BID TABULATION

Item	Description	Quantity	Unit	Lewis Site Development, LLC		Fuller & Co. Construction, LLC		Willis Contracting Inc.	
				Unit Bid	Extended Total	Unit Bid	Extended Total	Unit Bid	Extended Total
1	Mobilization (Max 3% of Bid)	1	LS	\$ 8,007.03	\$ 8,007.03	\$ 8,027.00	\$ 8,027.00	\$ 10,000.00	\$ 10,000.00
2	Connection to Existing 12" Water Main	1	LS	\$ 32,166.00	\$ 32,166.00	\$ 40,716.00	\$ 40,716.00	\$ 24,341.00	\$ 24,341.00
3	16" Dia. - 0.25" Wall Steel Casing (Bore & Jack)	30	LF	\$ 770.00	\$ 23,100.00	\$ 1,265.00	\$ 37,950.00	\$ 533.34	\$ 16,000.20
4	10" Restrained Joint DIP (Class 350) Water Line	110	LF	\$ 144.00	\$ 15,840.00	\$ 177.00	\$ 19,470.00	\$ 260.00	\$ 28,600.00
5	10" PVC C900 DR-14 Water Line	510	LF	\$ 84.00	\$ 42,840.00	\$ 86.00	\$ 43,860.00	\$ 240.00	\$ 122,400.00
6	8" DIP (Class 350) Water Line	60	LF	\$ 115.00	\$ 6,900.00	\$ 87.00	\$ 5,220.00	\$ 265.96	\$ 15,957.60
7	8" PVC C900 DR-14 Water Line	420	LF	\$ 53.00	\$ 22,260.00	\$ 87.00	\$ 36,540.00	\$ 230.00	\$ 96,600.00
8	Tie Into Existing 8" Water Line	1	LS	\$ 10,232.00	\$ 10,232.00	\$ 5,806.00	\$ 5,806.00	\$ 9,500.00	\$ 9,500.00
9	10" Gate Valve & Box	1	EA	\$ 12,136.00	\$ 12,136.00	\$ 5,059.00	\$ 5,059.00	\$ 4,957.00	\$ 4,957.00
10	8" Gate Valve & Box	3	EA	\$ 5,248.00	\$ 15,744.00	\$ 3,461.00	\$ 10,383.00	\$ 4,570.33	\$ 13,710.99
11	Fire Hydrant Assembly Complete	2	EA	\$ 14,250.00	\$ 28,500.00	\$ 11,025.00	\$ 22,050.00	\$ 10,736.50	\$ 21,473.00
12	10" X 10" Tee	1	EA	\$ 2,051.00	\$ 2,051.00	\$ 1,766.00	\$ 1,766.00	\$ 1,867.00	\$ 1,867.00
13	10" X 8" Reducer	2	EA	\$ 1,419.00	\$ 2,838.00	\$ 824.00	\$ 1,648.00	\$ 1,280.50	\$ 2,561.00
14	10" Bends	3	EA	\$ 1,628.00	\$ 4,884.00	\$ 1,177.00	\$ 3,531.00	\$ 1,891.66	\$ 5,674.98
15	8" Bends	2	EA	\$ 1,498.00	\$ 2,996.00	\$ 824.00	\$ 1,648.00	\$ 1,680.50	\$ 3,361.00
16	2" Blow-Off Assembly (to include 8" Tapped Plug)	1	LS	\$ 4,750.00	\$ 4,750.00	\$ 2,097.00	\$ 2,097.00	\$ 3,265.00	\$ 3,265.00
17	Reconnect Existing Service to New 8" Water Line	2	EA	\$ 4,267.00	\$ 8,534.00	\$ 11,797.00	\$ 23,594.00	\$ 3,648.50	\$ 7,297.00
18	Saw-Cut & Remove Asphalt	24	LF	\$ 290.00	\$ 6,960.00	\$ 23.00	\$ 552.00	\$ 104.16	\$ 2,499.84
19	Asphalt Patching	15	SY	\$ 450.00	\$ 6,750.00	\$ 226.00	\$ 3,390.00	\$ 150.00	\$ 2,250.00
20	Traffic Control	1	LS	\$ 17,820.00	\$ 17,820.00	\$ 31,692.00	\$ 31,692.00	\$ 6,500.00	\$ 6,500.00
				TOTAL BID: \$	275,308.03	TOTAL BID: \$	304,999.00	TOTAL BID: \$	398,815.61

2025 - 2026
CITY OF LINCOLNTON
STUDENT ADVISORY COUNCIL

Jill Eaddy – Advisor – (704)735-3462 eaddy01@bellsouth.net
Daphne Ingram – (704)736-8980 dingram@lincolntonnc.org

WEST LINCOLN HIGH SCHOOL

Haidyn Carpenter – Junior
7300 Dan Rhyne Road
Vale, NC 28168
haidyn.carpenter@students.lincoln.k12.nc.us
704-740-0855 – cell

Grayson Kiser - Senior
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Lincolnton, NC 28092
704-740-9855
grayson.kiser@students.lincoln.k12.nc.us

Madison Parks – Junior
1823 Pioneer Trail
Lincolnton, NC 28092
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Cooper Boyles – Senior
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704-530-6833 - cell
Cooper.boyles@students.lincoln.k12.nc.us

Aynsley Howard – Senior
5247 W Highway 27
Lincolnton, NC 28092
980-241-5788 – Cell
Aynsley.howard@students.lincoln.k12.nc.us

NORTH LINCOLN HIGH SCHOOL

Name – Junior/Senior
Address
City, NC Zip Code
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Name – Junior/Senior
Address
City, NC Zip Code
Cell Number
Email address

Name – Junior/Senior
Address
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Cell Number
Email address

Estrella Nieto – Senior
1802 Amy Drive
Lincolnton, NC 28092
Estrella.nieto@students.lincoln.k12.nc.us
828-205-0331

Harold Garcia – Senior
3161 Treyson Drive
Denver, NC 28037
Harold.garcia@students.lincoln.k12.nc.us
845-309-4633

EAST LINCOLN HIGH SCHOOL

Matt Smith - Junior
7749 Sedgebrook Dr. E.
Stanley, NC 28164
matthew.smith@students.lincoln.k12.nc.us
980-392-6328

Aubrey Ward - Senior
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Denver, NC 28037
704-608-6693
aubrey.ward@students.lincoln.k12.nc.us

Adriana Espinosa Benton (Sophia) - Junior
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980-250-9691
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Sophia Jones- Junior
8020 Turnberry Lane
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704-308-4755
sophia.jones@students.lincoln.k12.nc.us

Caitlin Kane - Senior
1054 Misty Creek Drive
Iron Station, NC 28080
980-866-2744
Caitlin.Kane@students.lincoln.k12.nc.us

LINCOLNTON HIGH SCHOOL

Name – Junior/Senior
Address
City, NC Zip Code
Cell Number
Email address

Name – Junior/Senior
Address
City, NC Zip Code
Cell Number
Email address

Name – Junior/Senior
Address
City, NC Zip Code
Cell Number
Email address

Jake Tweed – Senior
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Jake.tweed@students.lincoln.k12.nc.us
704-530-0685

Rhyan Ingram – Senior
474 Hill Road
Lincolnton, NC 28092
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Lincoln Charter School

Bryleigh Rhodes - Junior
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*Denotes slots that need to be filled