

LINCOLNTON CITY COUNCIL



January 8, 2025

7:00 p.m.

Council Chambers

City hall



**LINCOLNTON
AGENDA
January 8, 2026
7:00 PM**

CALL TO ORDER

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

1. AGENDA APPROVALS

1a Approval of REGULAR AGENDA

1b Approval of CONSENT AGENDA

- December 4, 2025 - Regular Meeting Minutes
- Approval of Request for Release — October 16, 2025 — November 15, 2025
- Certificate of Recognition - National Law Enforcement Day
- Retirement Certificate - Joseph "Matt" Painter - February 1, 2026

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 RECOGNITION / ACKNOWLEDGEMENTS

a Public Word of Thanks from DDA

Betty Flohr

2. PUBLIC HEARINGS

2a ZTA-6-2025 Zoning Text Amendments to Chapter 152 Flood Damage Prevention and Chapter 153 Unified Development Ordinance

Jean Derby, Planning Director

3. REGULAR AGENDA

3a Facade Rehabilitation Grant Program — Updated Application

Jean Derby, Planning Director

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

3b SB-1-2024 Consideration to Reduce Subdivision Infrastructure Contract and Surety Bond for Clark Creek LLC

Jean Derby, Planning Director

3c Presentation of the Fiscal Year 24/25 Financial Statements

Carol Avery

4. REGULAR AGENDA

4a BA-01-26 Approval of Amendment to the Annual Budget Ordinance for the fiscal year ending June 30, 2026

Pamela McBryde, Finance Director

4b Consideration of Police Department Position Reclassifications

Brian Greene

4c Update on Tow Rotation Procedures

Brian Greene

5. REGULAR AGENDA

5a C-02-26 Consideration of Ladder Truck Purchase for Fire Department

**Ryan Heavner, Fire Chief
Battalion Chief Brent McConnell**

5b C-02-26 Request to Consider Spectrum Contract

Ritchie Haynes, City Manager

6. OTHER BUSINESS

NEWS MEDIA

7. CLOSED SESSION

ADJOURNMENT

REGULAR MEETING – December 4, 2025

The Lincolnton City Council met in Regular Session on Thursday, December 4, 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

Note: Councilmember Roby Jetton was not feeling well and therefore not in attendance

Mayor Ed Hatley called the December 4th Lincolnton City Council meeting to order, pausing for a moment of silence, then allowing Scout Troop #75 to lead the pledge of allegiance.

Following the meeting agenda, Councilmember Jill Tipton requested to add discussion regarding leaf pickup. **Councilmember Kevin Demeny made a motion to approve the agenda as amended. Members voted 3-0 in favor of the motion.**

Councilmember Mark Johnson made a motion to approve the consent agenda items as presented. Members voted 3-0 in favor of the motion.

SPECIAL PRESENTATION

Battalion Chief Brent McConnell introduced Gage Jones with Troop #75, who presented his Eagle Scout project to Council. Chief McConnell gave some background on what has taken place over the past several months and spoke to all of the hard work that has gone into project.

Gage, presented his flag disposal boxes to the governing board, explaining why he chose this project, stating that it will be an easy way for individual to dispose of flags in a respectful manner. He feels that this is one way to give back to the community.

Gage informed that if approved, one box will be at City Hall, while the other will be housed at Fire Station II on McAlister Road. **Councilmember Jill Tipton made a motion to approve the request. Members voted 3-0 in favor of the motion.**

PUBLIC COMMENT

There were two (2) individuals that participated in the public comment portion of the meeting. Mr. Alan Hoyle and Mr. Trent Mason, both signed up to speak and express

REGULAR MEETING – December 4, 2025

their thoughts on various issues. They each were given three (3) minutes to address members on the governing board.

Mr. Hoyle began by making mention of and thanked Demeny Enterprises, who donated funds to cover the cost of American Flags at the Forest Lawn Cemetery. He also thanked the Scouts for the flag disposal boxes, which will help individuals dispose of flags appropriately. Mr. Hoyle expressed his concern regarding churches being bad environments due to the lack of truth being preached. He acknowledged the remembrance of Pearl Harbor by the City and reminded individuals not ignore the signs

Mr. Trent Mason spoke to the success of a number of events that occurred in the City such as Apple Festival and Halloween Bash. Mr. Mason, thanked Mr. Brent Turner and his staff for their efforts to repair a light in his neighborhood. He announced the soccer season ending and the success his girls experienced. Mr. Mason acknowledged the downtown decorations, the Christmas parade, Santa's Villiage, and all of the different groups that come together and make it happen.

PUBLIC HEARING

ZTA-5-2025

Zoning Text Amendments to Chapter 153 Unified Development Ordinance

Planning Director Jean Derby presented a request to amend Chapter 153 of the Unified Development Ordinance. Ms. Derby reviewed the application from CBD East Main, LLC, requesting an amendment to several sections of the Unified Development Ordinance, to allow Hemp/Cannabis Dispensary as a permitted use with prescribed standards. She provided the governing body with the proposed amendments from the applicant, the current language for Smoke Shop for reference and the proposed new Ordinance language, for their review. Ms. Derby informed board members of staff recommendation for to it be a permitted use in the Central Business District, with a 1,200 ft. distance restriction, and that it also be allowed in the General Business district where smoke shops are allowed, with a distance of 1,000 ft. She concluded by reviewing the three different options they had regarding this request. There were questions and discussion about the difference a Hemp/Cannabis Dispensary and a Smoke Shop and the distances in the recommendations. Ms. Derby addressed both questions.

The applicant, Mr. Monte Tyson, was in attendance and addressed Council regarding his request. He provided a background on how the business was established and briefly spoke about the success of the business. He provided a brief presentation and also explained the difference between what he offers and other shops.

REGULAR MEETING – December 4, 2025

There were two individuals that spoke, both in favor of the request. Mr. John Dancoff with LEDA, as well as Mr. Dennis William with Williams Design Architects and also the owner of the proposed new business location from the shop.

Prior to taking action to close the public hearing, Ms. Derby informed Council of staff's wishes to change their recommendation to a thousand feet. Ms. Derby explained that, after consultation with City Attorney John Friguglietti, this distance would eliminate the appearance of creating any type of monopoly.

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

Mayor Ed Hatley recommended approval of ZTA with a 1,200 ft regulation. Members voted 1-2. *Councilmember Kevin Demeny requested to amend to a thousand (1000ft) feet. The city clerk and the city attorney asked that action be taken in two separate motions.*

As recommended by Mayor Ed Hatley, Councilmember Jill Tipton made a motion approval with 1,200 ft. regulation. Members voted 1-2 with Councilmember Tipton voting for and Councilmembers Demeny and Johnson voting against. Motion fail.

Councilmember Kevin Demeny made a motion to approve the amendment for 1,000 ft. distance. Members voted 2-1 with Councilmember Demeny and Councilmember Johnson voting for and Councilmember Tipton voting against. Motion approved.

REGULAR AGENDA

Request to Consider a 50/50 Matching Grant from the North Carolina Forest Service

Battalion Chief Brent McConnell appeared before Council to request approval to use funds from the Fire Departments operational budget to match the 50/50 grant applied for with the North Carolina Forest Service. Mr. McConnell explained that this is an annual grant that the Fire Service offers. He informed that if received, funds from the grant will be used to replace outdated/out of service communications equipment for the firefighters.

REGULAR MEETING – December 4, 2025

Mr. McConnell went on to say that the quote received for the requested equipment is roughly \$10,000.00, with the grant funding up to \$5,000.00. Leaving the remaining \$5,000.00 to be paid out of the Fire department s budget.

Councilmember Mark Johnson made a motion to approve the 50/50 grant. Members voted 3-0 in favor of the motion.

BA-12-25

Approval of Budget Amendment to the Annual Budget Ordinance for the fiscal year ending June 30, 2026

Finance Director Pamela McBryde addressed the governing board asking for permission to add a little over one million to the City's budget. Ms. McBryde gave a breakdown of source of the additional revenue, stating that the bulk of the money is from a PFAS settlement from 3M (\$960,222).

Ms. McBryde asked permission to add the funds to capital for the Water Treatment Plant, to purchase a new generator. She stated that the residual will go to the Water Treatment Plant. Ms. McBryde noted that she would be presenting another request in January of a little over \$168,000.00, regarding more funds from the PFAS settlement.

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

Request to Approve Contract for Flock License Plate Reader (LPR) Cameras

Chief Brian Green requested approval for a contract with Flock Safety for their License Plate Reader (LPR) Cameras. He provided a short presentation, which contained detailed information about Flock Safety and how it works. Chief Green spoke to how this will benefit the department and all of the positive advantages this will give them going forward being a part of the network with the other surrounding agencies that are already using the equipment.

Some discussion was generated, with City Manager Ritchie Haynes expressing his thoughts and confirming that funds are available to cover the cost. Mr. Haynes also reminded members of the two Tsunami license plate readers that will most likely be eliminated, resulting in cost savings there.

REGULAR MEETING – December 4, 2025

Councilmember Jill Tipton made a motion to approve the Flock License Plate Reader as presented by Chief Greene. Members voted 3-0 in favor of the motion.

Consideration of Request to Approve Municipal Bridge Inspection Agreement – 2025

City Manager Ritchie Haynes presented a request to approve a Municipal Bridge Inspection Agreement. Mr. Haynes explained this is a 10-year agreement and longstanding practice between the city and the state. He identified the six bridges maintained by the City, He stated that some work had been done on the Jerry Crump Road bridge and informed that the North Flint Street will more than likely need to be replaced in the near future.

Mr. Haynes briefly reviewed the process once the report is received back from the state. He explained why being a part of the program is beneficial. He also informed that inspection are completed every two years, with the next one being due 2026.

Councilmember Mark Johnson made a motion to approve the Municipal Bridge Inspection Agreement. Members voted 3-0 in favor of the motion.

Re-Appointments – Boards and Commissions 2025 Expiring Terms

Mayor Ed Hatley recognized City Clerk Daphne Ingram to address the governing board regarding the action needed. Ms. Ingram provided members with a list of individuals eligible for re-appointment to their respective boards. Eligible re-appointments as follows:

Mary Frances White	Housing Authority Board
Leon Harmon	ABC Board
Steve Lackey	Planning Board
Trent Mason	Planning Board
John Waters	Planning Board

Councilmember Jill Tipton made a motion to approve those five (listed above) for their second three-year term. Members voted 3-0 in favor of the motion.

Consideration of New Board Appointments

REGULAR MEETING – December 4, 2025

City Clerk Daphne Ingram explained that the Housing Authority Board had two vacancies, the Recreation Board had one vacancy. She presented applications of those wishing to be appointed for a first three-year term.

Councilmember Mark Johnson made a motion to nominate David Johnson (to fill the) vacancy for the Recreation Commission. Members voted 3-0 in favor of the motion.

Mayor Ed Hatley recommended appointing Mr. Frank Keenan to the Housing Authority Board and directed City Clerk Daphne Ingram to contact Mr. Jeff Emory regarding filling the additional vacancy on the Housing Authority Board. There was a consensus among the governing board members to move forward in this manner.

Consideration of Resolution adopting the 2026 Calendar for Lincolnton City Council Meeting Dates and Times in Accordance with the Opens Meetings Law and NCGS 143-33

A resolution adopting the 2026 calendar of meeting date for the City Council was presented for approval as follows:

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

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

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

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

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

**January 8
February 5
March 5
April 2**

**May 7
June 4
June 25
August 6**

**September 3
October 1
November 5
December 2**

REGULAR MEETING – December 4, 2025

All of these being held in 2026. The City Council, meeting in Regular Session on December 4, 2025, established these dates and times and ordered this resolution be published one time in the Lincoln Times-News at least fifteen days prior to the January 8, 2026 meeting. The City Council further ordered a copy of this resolution be posted on the bulletin boards on the first and second floors of the City Hall, located at 114 W. Sycamore Street. The purpose of this advertisement and the posting of this notice acknowledges the requirement as described in Chapter 143-318.12 of the General Statutes of North Carolina

Councilmember Jill Tipton made a motion to approve the meeting dates for 2026 as presented. Members voted 3-0 in favor of the motion.

Centralina Regional Council Appointment Approval

Mayor Ed Hatley opened the floor to receive nominations for an appointment to the Centralina Regional Council of Governments. There were no nominations and no volunteers. City Clerk Daphne Ingram was directed to contact them and inform that no appointment was made.

Mayor Ed Hatley did announce that he and Councilmember Jill Tipton have agreed to switch their appointments with Mayor Hatley serving on the Library Board and Councilmember Tipton serving on the Cultural Center Board. All other appointments will remain the same.

Consideration of Request from City Attorney to Form a Citizen Advisory Committee

City Attorney John Friguglietti expressed his desire to form a Citizen Advisory Committee. Mr. Friguglietti explained his reasons for wanting to create this board as well as the purpose of the board. He presented draft copies of the necessary documents needed to establish the board, which contained some of the basic guidelines and requirements of the individuals wishing to serve. The resolution to establish was presented as follows:

WHEREAS, the Lincolnton City Council recognizes the importance of structured community input in the various issues that affect city residents; and

WHEREAS, the Lincolnton City Council seeks to ensure public engagement, board representation, and transparency in matters affecting citizens that must be addressed daily; and

WHEREAS, the establishment of this board will provide a formal mechanism for public input, feedback and recommendations to the City of Lincolnton.

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

1. The Lincolnnton Citizen Advisory Committee (hereinafter “the Advisory Committee) is hereby established as an advisory board to the Lincolnnton City Council.
2. The Advisory Committee shall serve in an advisory capacity to the Lincolnnton City Council and shall advise on matters affecting citizens that are addressed daily.
3. The committee shall consist of _____ voting members, appointed by City Council. Members shall be residents of the City of Lincolnnton, and shall represent diverse geographic areas and demographics within the City. The Lincolnnton City Council may appoint one council member to serve as a non-voting liaison to the committee.
4. Terms of Office
 - a. Members shall serve staggered three-year terms; initial appointments shall be staggered to ensure continuity.
 - b. Members may be reappointed for an additional term; terms are capped after 2 consecutive years, the members must wait a year before re-applying for reappointment.
 - c. Any vacancies shall be fill for the remainder of an unexpired term.
5. The Committee shall annually elect from its membership a Chair, Vice-Chair, and Secretary. Officers shall serve one-year terms and may be re-elected.
6. The Committee shall meet quarterly at a minimum. All meetings shall be open to the public and conducted in accordance open Meetings Law.
7. The Committee shall have advisory powers only and shall **not** have authority to:
 - a. Direct city employees
 - b. Approve or authorize expenditures
 - c. Enter into contracts on behalf of the city
 - d. Exercise administrative authority over city facilities or programs
8. The Committee shall operate in accordance with the Rules and Procedures attached hereto and incorporated herein.
9. The Committee shall remain in effect until such time as the Lincolnnton City Council determines that its work in complete. The Committee will dissolve by resolution.

Mr. Friguglietti asked for permission to allow this board to function for one year, after which members can evaluate and determine if they would like it to continue. He expressed his willingness to take the lead. There being no questions, **Councilmember Kevin Demeny made a motion to approve the Resolution to establish a Citizen Advisory Committee. Members voted 3-0 in favor of that motion .**

As an addition to the regular agenda, there was some discussion regarding leaf pick-up and the current process being followed. Councilmember Jill Tipton had concerns as to how efficient we were in light of several calls she had received from residents. City Manager Ritchie Haynes spoke to the issue, explaining the challenges that are dealt

REGULAR MEETING – December 4, 2025

with during this season, and the difficulties they have with this service. Mr. Haynes talked about the amount of time and the number of staff it takes to make one full sweep of the city.

Mr. Haynes assured board members that he personally drove around to each of the areas and felt that good progress was being made in regards to leaf collection as a whole. He expressed his desire to purchase an additional leaf truck in the future, which will provide even more efficiency.

OTHER BUSINESS

City Manager's Update / Activity Report

City Manager Ritchie Haynes reviewed his manager's update and activity report. Mr. Haynes gave a few reminders. He announced several upcoming events and meetings, the Christmas holiday closing dates on December 24th, 25th, and 26th and the Apple Drop event on December 31st. Mr. Haynes announced new employees, several promotions, as well as trainings and certifications earned.

Mr. Haynes provided members with a copy of the homeless report, relayed a message of thanks from the Veterans, and shared a huge thank you for those who helped with the Christmas parade. He mentioned Santa's Village opening. He also mentioned two letters received. One from the Scouts recognizing city employee, David Dellinger, who took a week of his vacation time to work at a scout camp. And the other from First United Methodist Church, expressing their thanks for the City installing a stop sign (E. Sycamore St. and Academy St.). Lastly, Mr. Haynes directed Councils attention to the spreadsheet at the back of his report, which was a breakdown of the funds that the City is being required to pay due to being a part of the State Health Plan.

City Attorney's Update / Activity Report

City Attorney John Friguglietti provided an update on pending litigation. Mr. Friguglietti stated that there were not a lot of changes for pending litigation but did have one new one. He spoke to the progress of the Deland property and the upcoming December 8th deadline and the December 9th hearing.

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NEWS MEDIA

Mayor Ed Hatley opened the floor for questions from any new media present. Mr. Mike Powell with Lincoln Times News, was in attendance and asked for clarification on an appointment made and how to submit an application for the CAC.

CLOSED SESSION

Motion to go into closed session in accordance with G.S. 143-318.11(a)(3)(5)(6) was made by Councilmember Kevin Demeny. Members voted 3-0 in favor of the motion.

Coming out of closed session, Councilmember Mark Johnson made a motion to adjourn the meeting. Members voted 3-0 in favor of the motion.

Daphne Ingram, City Clerk

Ed Hatley, Mayor

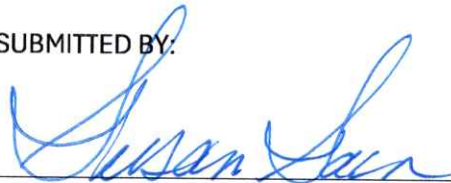
PERIOD COVERED

October 16, 2025 through November 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>
Johnson, Debra (atty)	2023-2025	22	0133144	\$44.28	closed & moved

SUBMITTED BY:



DATE:

12/18/25

SUSAN SAIN, TAX ADMINISTRATOR

APPROVED BY:

DATE:

RICHARD HAYNES, CITY MANAGER

PERIOD COVERED

CITY RELEASES \$100 AND OVER

November 16, 2025 through December 15, 2025

<u>NAME</u>	<u>YEAR</u>	<u>DIST</u>	<u>A/C NO</u>	<u>AMOUNT</u>	<u>REASON</u>
PH Media	2024-2025	22	0300322	\$1,279.78	duplicate account
Platinum Home Builders	2023-2025	22	0292646	\$535.71	not in Lincoln Co.
Total				\$1,815.49	

SUBMITTED BY:



SUSAN SAIN , TAX ADMINISTRATOR

DATE:

12/18/25

APPROVED BY:

DATE:

RICHARD HAYNES , CITY MANAGER

CITY OF LINCOLNTON

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..

CERTIFICATE of RECOGNITION

National Law Enforcement Appreciation Day

WHEREAS, the health and safety of all residents is important to the happiness, prosperity, and well-being of our city's families and communities; **and**

WHEREAS, Lincolnton is the proud home of dedicated law enforcement officers who courageously put their lives on the line daily to keep our communities safe; **and**

WHEREAS, these officers serve as leaders and teachers, educating the community about the importance of public safety; **and**

WHEREAS, we deeply appreciate the extraordinary efforts and sacrifices made by law enforcement officers and their family members daily to protect our schools, workplaces, roadways, and homes; **and**

WHEREAS, National Law Enforcement Appreciation Day is an opportunity to show our support for law enforcement;

NOW, THEREFORE, I, Mayor Ed Hatley and the Lincolnton City Council, do hereby recognize January 9, 2026, as "**National Law Enforcement Appreciation Day**" in the City of Lincolnton, and call this observance to the attention of all our citizens.

ADOPTED this 8th day of January 2026.

Ed Hatley, Mayor

Daphne Ingram, City Clerk

CITY OF LINCOLNTON

CITY COUNCIL
Ed L. Hatley, Mayor
Kevin Demeny, Mayor Pro-Tem
Mark Johnson
Jill Tipton
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ADOPTED this 8th day of January 2026.

Ed Hatley, Mayor

Daphne Ingram, City Clerk



Lincolnton NC

Near the City. Near the Mountains. Near Perfect.

ZTA-6-2025

Application from Staff, requesting an amendment to the following Sections

- Chapter 152: Flood Damage Prevention
- Chapter 153.051 One Principal Building
- Chapter 153.074 Supplementary Requirements For Development In The Central Business And Transitional Business Districts

MEMO TO: Mayor and City Council

FROM: Planning Staff

SUBJECT: ZTA-6-2025 - Zoning Text Amendments to Chapters 152 and 153 Unified Development Ordinance

DATE: January 8, 2026

Background

Occasionally, minor errors in the text or changes in circumstances necessitate amendments to the Unified Development Ordinance (UDO). To enhance the UDO's enforceability and effectiveness, it is essential to modify, update, or add specific sections of the ordinance.

Proposed Amendments:

1. CHAPTER 152: Flood Damage Prevention

Staff Comment: All references to zones AO and AH have been removed. These zones are not a part of our jurisdiction, and their inclusion in our ordinance is unnecessary. The state advised that this language be eliminated. Additionally, changing the wording from the Zoning Administrator to the Planning Director or their appointee. This allows more than one person in the department to administer the floodplain.

2. 153.051 One Principal Building

Staff Comment: Our ordinance does not allow for more than one principal residential structure (home) per lot. There are nonconforming lots with multiple homes within our jurisdiction. Currently, if you wanted to subdivide the lots and have one home per lot, you would need a variance because, typically, you cannot meet the regulations of your zoning district. To make the process easier and more expedited for our citizens, we are asking that this type of subdivision be approved at the staff level.

3. § 153.074 Supplementary Requirements For Development In The Central Business And Transitional Business Districts.

Staff Comment: The supplementary requirements indicate that tinted or mirrored windows are not permitted. However, several businesses currently have these types of windows, and many others are interested in installing tinted windows for energy efficiency. We propose removing this requirement.

New language in yellow, language to be removed is struck through and in red.

CHAPTER 152: FLOOD DAMAGE PREVENTION

Section

General Provisions

- 152.01 Statutory authority
- 152.02 Findings of fact
- 152.03 Statement of purpose
- 152.04 Objectives
- 152.05 Definitions
- 152.06 Lands to which this chapter applies
- 152.07 Basis for establishing the special flood hazard areas
- 152.08 Establishment of floodplain development permit
- 152.09 Compliance
- 152.10 Abrogation and greater restrictions
- 152.11 Interpretation
- 152.12 Warning and disclaimer of liability

Administration

- 152.25 Designation of floodplain administrator
- 152.26 Floodplain development application; permit and certification requirements
- 152.27 Duties and responsibilities of the floodplain administrator
- 152.28 Corrective procedures
- 152.29 Variance procedures

Provisions for Flood Hazard Reduction

- 152.40 General standards
- 152.41 Specific standards
- 152.42 Standards for floodplains without established base flood elevations
- 152.43 Standards for riverine floodplains with BFE but without established floodways or non- encroachment areas
- 152.44 Floodways and non-encroachment areas

~~152.45 Standards for areas of shallow flooding (Zone AO)~~

~~152.46 Standards for areas of shallow flooding (Zone AH)~~

Legal Status Provisions

152.55 Effect on rights and liabilities under the existing flood damage prevention provisions

152.56 Effect upon outstanding floodplain development permits

152.57 Effective date

152.99 Penalty

GENERAL PROVISIONS

§ 152.01 STATUTORY AUTHORITY.

The Legislature of the State of North Carolina has in G.S. Chapter 143, Article 21, Part 6; G.S. Chapter 153A, Article 6; G.S. Chapter 160A, Article 8; and G.S. Chapter 160D, Articles 7, 9, and 11, delegated to local governmental units the authority to adopt regulations designed to promote the public health, safety, and general welfare. Therefore, the City Council of Lincolnton, North Carolina, does ordain as set out in this chapter.

(Prior Code, § 4-76) (Ord. passed 3-5-1991; Ord. O-02-07, passed 7-12-2007; Ord. passed 11-2-2023)

§ 152.02 FINDINGS OF FACT.

(A) The flood prone areas within the jurisdiction of the City of Lincolnton are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures of flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.

(B) These flood losses are caused by the cumulative effect of obstructions in floodplains, causing increases in flood heights and velocities, and by the occupancy in flood prone areas of uses vulnerable to floods or other hazards.

(Prior Code, § 4-77) (Ord. passed 3-5-1991; Ord. O-02-07, passed 7-12-2007; Ord. passed 11-2-2023)

§ 152.03 STATEMENT OF PURPOSE.

It is the purpose of this chapter to promote public health, safety, and general welfare and to minimize public and private losses due to flood conditions within flood prone areas by provisions designed to:

(A) Restrict or prohibit uses that are dangerous to health, safety, and property due to water or erosion hazards or that result in damaging increases in erosion, flood heights or velocities;

(B) Require that uses vulnerable to floods, including facilities that serve such uses, be protected against flood damage at the time of initial construction;

(C) Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of floodwaters;

(D) Control filling, grading, dredging, and all other development that may increase erosion or flood damage; and

(E) Prevent or regulate the construction of flood barriers that will unnaturally divert flood waters or which may increase flood hazards to other lands.

(Prior Code, § 4-78) (Ord. passed 3-5-1991; Ord. O-02-07, passed 7-12-2007; Ord. passed 11-2-2023)

§ 152.04 OBJECTIVES.

The objectives of this chapter are to:

(A) Protect human life, safety, and health;

(B) Minimize expenditure of public money for costly flood control projects;

(C) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;

(D) Minimize prolonged business losses and interruptions;

(E) Minimize damage to public facilities and utilities (i.e. water and gas mains; electric, telephone, cable and sewer lines; streets; and bridges) that are located in flood prone areas;

(F) Minimize damage to private and public property due to flooding;

(G) Make flood insurance available to the community through the National Flood Insurance Program;

(H) Maintain the natural and beneficial functions of floodplains;

(I) Help maintain a stable tax base by providing for the sound use and development of flood prone areas; and

(J) Ensure that potential buyers are aware that property is in a special flood hazard area.

(Prior Code, § 4-79) (Ord. passed 3-5-1991; Ord. O-02-07, passed 7-12-2007; Ord. passed 11-2-2023)

§ 152.05 DEFINITIONS.

Unless specifically defined below, words or phrases used in this chapter shall be interpreted so as to give them the meaning they have in common usage and to give this chapter its most reasonable application.

ACCESSORY STRUCTURE (APPURTENANT STRUCTURE). A structure located on the same parcel of property as the principal structure and the use of which is incidental to the use of the principal structure. Garages, carports and storage sheds are common urban ACCESSORY STRUCTURES. Pole barns, hay sheds and the like qualify as ACCESSORY STRUCTURES on farms, and may or may not be located on the same parcel as the farm dwelling or shop building.

ADDITION (TO AN EXISTING BUILDING). An extension or increase in the floor area or height of a building or structure.

ALTERATION OF A WATERCOURSE. A dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

APPEAL. A request for a review of the Floodplain Administrator's interpretation of any provision of this chapter.

~~—AREA OF SHALLOW FLOODING. A designated Zone AO or AH on a community's flood insurance rate map (FIRM) with base flood depths determined to be from one to three feet. These areas are located where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident.~~

AREA OF SPECIAL FLOOD HAZARD. See SPECIAL FLOOD HAZARD AREA (SFHA).

BASE FLOOD. The flood having a 1% chance of being equaled or exceeded in any given year.

BASE FLOOD ELEVATION (BFE). A determination of the water surface elevations of the base flood as published in the flood insurance study. When the BFE has not been provided in a special flood hazard area, it may be obtained from engineering studies available from a federal, state, or other source using FEMA approved engineering methodologies. This elevation, when combined with the freeboard, establishes the regulatory flood protection elevation.

BASEMENT. Any area of the building having its floor subgrade (below ground level) on all sides.

BUILDING. See **STRUCTURE**.

CHEMICAL STORAGE FACILITY. A building, portion of a building, or exterior area adjacent to a building used for the storage of any chemical or chemically reactive products.

DESIGN FLOOD. See **REGULATORY FLOOD PROTECTION ELEVATION**.

DEVELOPMENT. Any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials.

DEVELOPMENT ACTIVITY. Any activity defined as development which will necessitate a floodplain development permit. This includes buildings, structures, and non-structural items, including (but not limited to) fill, bulkheads, piers, pools, docks, landings, ramps, and erosion control/stabilization measures.

DIGITAL FLOOD INSURANCE RATE MAP (DFIRM). The digital official map of a community, issued by the Federal Emergency Management Agency (FEMA), on which both the special flood hazard areas and the risk premium zones applicable to the community are delineated.

DISPOSAL. As defined in G.S. § 130A-290(a)(6), the discharge, deposit, injection, dumping, spilling, leaking, or placing of any solid waste into or on any land or water so that the solid waste or any constituent part of the solid waste may enter the environment or be emitted into the air or discharged into any waters, including groundwaters.

ELEVATED BUILDING. A non-basement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

ENCROACHMENT. The advance or infringement of uses, fill, excavation, buildings, structures or development into a special flood hazard area, which may impede or alter the flow capacity of a floodplain.

EXISTING BUILDING AND EXISTING STRUCTURE. Any building and/or structure for which the start of construction commenced before the effective date of the floodplain management regulations adopted by a community, dated November 3, 2023.

EXISTING MANUFACTURED HOME PARK OR MANUFACTURED HOME SUBDIVISION. A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community, dated November 3, 2023.

FLOOD or FLOODING. A general and temporary condition of partial or complete inundation of normally dry land areas from:

- (1) The overflow of inland or tidal waters; and/or

(2) The unusual and rapid accumulation or runoff of surface waters from any source.

FLOOD BOUNDARY AND FLOODWAY MAP (FBFM). An official map of a community, issued by the FEMA, on which the special flood hazard areas and the floodways are delineated. This official map is a supplement to and shall be used in conjunction with the flood insurance rate map (FIRM).

FLOOD HAZARD BOUNDARY MAP (FHBM). An official map of a community, issued by the FEMA, where the boundaries of the special flood hazard areas have been defined as Zone A.

FLOOD INSURANCE. The insurance coverage provided under the National Flood Insurance Program.

FLOOD INSURANCE RATE MAP (FIRM). An official map of a community, issued by the FEMA, on which both the special flood hazard areas and the risk premium zones applicable to the community are delineated (see also DFIRM).

FLOOD INSURANCE STUDY (FIS). An examination, evaluation, and determination of flood hazards, corresponding water surface elevations (if appropriate), flood hazard risk zones, and other flood data in a community issued by the FEMA. The flood insurance study report includes flood insurance rate maps (FIRMs) and flood boundary and floodway maps (FBFMs), if published.

FLOOD PRONE AREA. See FLOODPLAIN.

FLOOD ZONE. A geographical area shown on a flood hazard boundary map or flood insurance rate map that reflects the severity or type of flooding in the area.

FLOODPLAIN. Any land area susceptible to being inundated by water from any source.

FLOODPLAIN ADMINISTRATOR. The individual appointed to administer and enforce the floodplain management regulations.

FLOODPLAIN DEVELOPMENT PERMIT. Any type of permit that is required in conformance with the provisions of this chapter, prior to the commencement of any development activity.

FLOODPLAIN MANAGEMENT. The operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including, but not limited to, emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.

FLOODPLAIN MANAGEMENT REGULATIONS. This chapter and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances, and other applications of police power. This term describes federal, state or local regulations, in any combination thereof, which provide standards for preventing and reducing flood loss and damage.

FLOODPROOFING. Any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitation facilities, structures, and their contents.

FLOOD-RESISTANT MATERIAL. Any building product (material, component or system) capable of withstanding direct and prolonged contact (minimum 72 hours) with floodwaters without sustaining damage that requires more than low-cost cosmetic repair. Any material that is water-soluble or is not resistant to alkali or acid in water, including normal adhesives for above-grade use, is not flood-resistant. Pressure-treated lumber or naturally decay-resistant lumbers are acceptable flooring materials. Sheet-type flooring coverings that restrict evaporation from below and materials that are impervious but dimensionally unstable are not acceptable. Materials that absorb or retain water excessively after submergence are not flood-resistant. Please refer to Technical Bulletin 2, Flood Damage-Resistant Materials Requirements, and available from the FEMA. Class 4 and 5 materials, referenced therein, are acceptable flood-resistant materials.

FLOODWAY. The channel of a river or other watercourse, including the area above a bridge or culvert when applicable, and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

FLOODWAY ENCROACHMENT ANALYSIS. An engineering analysis of the impact that a proposed encroachment into a floodway or non-encroachment area is expected to have on the floodway boundaries and flood levels during the occurrence of the base flood discharge. The evaluation shall be prepared by a qualified North Carolina licensed engineer using standard engineering methods and hydraulic models meeting the minimum requirements of the National Flood Insurance Program.

FREEBOARD. The height added to the BFE to account for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, blockage of bridge or culvert openings, precipitation exceeding the base flood, and the hydrological effect of urbanization of the watershed. The BFE plus the freeboard establishes the regulatory flood protection elevation.

FUNCTIONALLY DEPENDENT FACILITY. A facility which cannot be used for its intended purpose unless it is located in close proximity to water, limited to a docking or port facility necessary for the loading and unloading of cargo or passengers, shipbuilding, or ship repair. The term does not include long-term storage, manufacturing, sales, or service facilities.

HAZARDOUS WASTE MANAGEMENT FACILITY. As defined in G.S. Chapter 130A, Article 9, a facility for the collection, storage, processing, treatment, recycling, recovery, or disposal of hazardous waste.

HIGHEST ADJACENT GRADE (HAG). The highest natural elevation of the ground surface, prior to construction, immediately next to the proposed walls of the structure.

HISTORIC STRUCTURE.

(1) Any structure that is:

(a) Listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of Interior) or preliminarily determined by the Secretary of Interior as meeting the requirements for individual listing on the National Register;

(b) Certified or preliminarily determined by the Secretary of Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

(c) Individually listed on a local inventory of historic landmarks in communities with a "certified local government (CLG) program"; or

(d) Certified as contributing to the historical significance of a historic district designated by a community with a "certified local government (CLG) program."

(2) Certified local government (CLG) programs are approved by the U.S. Department of the Interior in cooperation with the North Carolina Department of Cultural Resources and through the State Historic Preservation Officer as having met the requirements of the National Historic Preservation Act of 1966, as amended in 1980.

LETTER OF MAP CHANGE (LOMC). An official determination issued by the FEMA that amends or revises an effective flood insurance rate map or flood insurance study. LETTERS OF MAP CHANGE include:

(1) LETTER OF MAP AMENDMENT (LOMA). An official amendment, by letter, to an effective National Flood Insurance Program map. A LOMA is based on technical data showing that a property had been inadvertently mapped as being in the floodplain, but is actually on natural high ground above the base flood elevation. A LOMA amends the current effective flood insurance rate map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

(2) LETTER OF MAP REVISION (LOMR). A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

(3) LETTER OF MAP REVISION BASED ON FILL (LOMR-F). A determination that a structure or parcel of land has been elevated by fill above the BFE and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

(4) CONDITIONAL LETTER OF MAP REVISION (CLOMR). A formal review and comment as to whether a proposed project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective flood insurance rate map or flood insurance study; upon submission and approval of certified as-built documentation, a letter of map revision may be issued by FEMA to revise the effective FIRM.

LIGHT DUTY TRUCK. Any motor vehicle rated at 8,500 pounds gross vehicular weight

rating or less which has a vehicular curb weight of 6,000 pounds or less, which has a basic vehicle frontal area of 45 square feet or less as defined in 40 CFR 86.082-2, and is:

- (1) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle; or
- (2) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or
- (3) Available with special features enabling off-street or off-highway operation and use.

LOWEST ADJACENT GRADE (LAG). The lowest elevation of the ground, sidewalk or patio slab immediately next to the building, or deck support, after completion of the building.

LOWEST FLOOR. The lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access, or limited storage in an area other than a basement area is not considered a building's lowest floor, provided that such an enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this chapter.

MANUFACTURED HOME. A structure, transportable in one or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term MANUFACTURED HOME does not include a recreational vehicle.

MANUFACTURED HOME PARK OR SUBDIVISION. A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

MAP REPOSITORY. The location of the official flood hazard data to be applied for floodplain management. It is a central location in which flood data is stored and managed; in North Carolina, FEMA has recognized that the application of digital flood hazard data products have the same authority as hard copy products. Therefore, the NCEM's floodplain mapping program website houses current and historical flood hazard data. For effective flood hazard data the NC FRIS website (<http://FRIS.NC.GOV/FRIS>) is the map repository, and for historical flood hazard data the FloodNC website (<http://FLOODNC.GOV/NCFLOOD>) is the map repository.

MARKET VALUE. The building value, not including the land value and that of any accessory structures or other improvements on the lot. MARKET VALUE may be established by independent certified appraisal; replacement cost depreciated for age of building and quality of construction (actual cash value); or adjusted tax assessed values.

NEW CONSTRUCTION. Structures for which the start of construction commenced on or after the effective date of the initial floodplain management regulations and includes any subsequent improvements to such structures.

NON-CONVERSION AGREEMENT. A document stating that the owner will not convert or alter what has been constructed and approved. Violation of the agreement is

considered a violation of this chapter and, therefore, subject to the same enforcement procedures and penalties. The agreement must be filed with the recorded deed for the property. The agreement must show the clerk's or recorder's stamps and/or notations that the filing has been completed.

NON-ENCROACHMENT AREA (NEA). The channel of a river or other watercourse, including the area above a bridge or culvert when applicable, and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot as designated in the flood insurance study report.

POST-FIRM. Construction or other development for which the start of construction occurred on or after the effective date of the initial flood insurance rate map.

PRE-FIRM. Construction or other development for which the start of construction occurred before the effective date of the initial flood insurance rate map.

PRINCIPALLY ABOVE GROUND. At least 51% of the actual cash value of the structure is above ground.

PUBLIC SAFETY and/or NUISANCE. Anything which is injurious to the safety or health of an entire community or neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin.

RECREATIONAL VEHICLE (RV).

(1) A vehicle which is:

- (a) Built on a single chassis;
- (b) Four hundred square feet or less when measured at the largest horizontal projection;
- (c) Designed to be self-propelled or permanently towable by a light duty truck;
- (d) Designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel, or seasonal use; and
- (e) Is fully licensed and ready for highway use.

(2) For the purpose of this chapter, tiny homes/houses and park models that do not meet the items listed above are not considered recreational vehicles and should meet the standards of, be permitted as residential structures, and be inspected by building inspectors.

REFERENCE LEVEL. The top of the lowest floor for structures within special flood hazard areas designated as Zones A, AE, and A99. The reference level is the bottom of the lowest horizontal structural member of the lowest floor for structures within special flood hazard areas designated as Zones VE.

REGULATORY FLOOD PROTECTION ELEVATION. The base flood elevation plus the freeboard. In special flood hazard areas where base flood elevations (BFEs) have been

determined, this elevation shall be the BFE plus two feet freeboard. In special flood hazard areas where no BFE has been established, this elevation shall be at least two feet above the highest adjacent grade.

REMEDY A VIOLATION. To bring the structure or other development into compliance with state and community floodplain management regulations, or, if this is not possible, to reduce the impacts of its noncompliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of this chapter or otherwise deterring future similar violations, or reducing federal financial exposure with regard to the structure or other development.

RIVERINE. Relating to, formed by, or resembling a river (including tributaries), stream, brook, and the like.

SALVAGE YARD. Any non-residential property used for the storage, collection, and/or recycling of any type of equipment, and including but not limited to vehicles, appliances and related machinery.

SOLID WASTE DISPOSAL FACILITY. Any facility involved in the disposal of solid waste, as defined in G.S. § 130A-290(a)(35).

SOLID WASTE DISPOSAL SITE. As defined in G.S. § 130A-290(a)(36), any place at which solid wastes are disposed of by incineration, sanitary landfill, or any other method.

SPECIAL FLOOD HAZARD AREA (SFHA). The land in the floodplain subject to a 1% or greater chance of being flooded in any given year, as determined in § 152.07.

START OF CONSTRUCTION. Includes substantial improvement, and means the date the building permit was issued provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of the building, whether or not that alteration affects the external dimensions of the building.

STRUCTURE. A walled and roofed building, a manufactured home, or a gas, liquid, or liquefied gas storage tank that is principally above ground.

SUBSTANTIAL DAMAGE. Damage of any origin sustained by a structure during any one-year period whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50% of the market value of the structure before the

damage occurred. See SUBSTANTIAL IMPROVEMENT.

SUBSTANTIAL IMPROVEMENT. Any combination of repairs, reconstruction, rehabilitation, addition, or other improvement of a structure, taking place during any one-year period for which the cost equals or exceeds 50% of the market value of the structure before the start of construction of the improvement. This term includes structures which have incurred substantial damage, regardless of the actual repair work performed. The term does not, however, include either:

- (1) Any correction of existing violations of state or community health, sanitary, or safety code specifications which have been identified by the community code enforcement official and which are the minimum necessary to assure safe living conditions; or
- (2) Any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure and the alteration is approved by variance issued pursuant to § 152.29.

TECHNICAL BULLETIN AND TECHNICAL FACT SHEET.

(1) A FEMA publication that provides guidance concerning the building performance standards of the NFIP, which are contained in Title 44 of the U.S. Code of Federal Regulations at § 60.3. The bulletins and fact sheets are intended for use primarily by state and local officials responsible for interpreting and enforcing NFIP regulations and by members of the development community, such as design professionals and builders. New bulletins, as well as updates of existing bulletins, are issued periodically as needed. The bulletins do not create regulations; rather they provide specific guidance for complying with the minimum requirements of existing NFIP regulations.

(2) It should be noted that TECHNICAL BULLETINS AND TECHNICAL FACT SHEETS provide guidance on the minimum requirements of the NFIP regulations. State or community requirements that exceed those of the NFIP take precedence. Design professionals should contact the community officials to determine whether more restrictive state or local regulations apply to the building or site in question. All applicable standards of the state or local building code must also be met for any building in a flood hazard area.

TEMPERATURE CONTROLLED. Having the temperature regulated by a heating and/or cooling system, built-in or appliance.

VARIANCE. A grant of relief from the requirements of this chapter.

VIOLATION. The failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in §§ 152.25 through 152.29 and §§ 152.40 through 152.46 is presumed to be in violation until such time as that documentation is provided.

WATER SURFACE ELEVATION (WSE). The height, in relation to NAVD 1988, of floods of various magnitudes and frequencies in the floodplains of riverine areas.

WATERCOURSE. A lake, river, creek, stream, wash, channel or other topographic feature on or over which waters flow at least periodically. WATERCOURSE includes specifically designated areas in which substantial flood damage may occur.

(Prior Code, § 4-80) (Ord. passed 3-5-1991; Ord. O-02-07, passed 7-12-2007; Ord. passed 11-2-2023)

§ 152.06 LANDS TO WHICH THIS CHAPTER APPLIES.

This chapter shall apply to all special flood hazard areas within the jurisdiction, including extra-territorial jurisdictions (ETJs), as allowed by law, of the City of Lincoln.

(Prior Code, § 4-81) (Ord. passed 3-5-1991; Ord. O-02-07, passed 7-12-2007; Ord. passed 11-2-2023)

§ 152.07 BASIS FOR ESTABLISHING THE SPECIAL FLOOD HAZARD AREAS.

The special flood hazard areas are those identified under the cooperating technical state (CTS) agreement between the State of North Carolina and FEMA in its FIS dated August 16, 2007 for Lincoln County and associated DFIRM panels, including any digital data developed as part of the FIS, which are adopted by reference and declared a part of this chapter, and all revisions thereto.

(Prior Code, § 4-82) (Ord. passed 3-5-1991; Ord. O-02-07, passed 7-12-2007; Ord. passed 11-2-2023)

§ 152.08 ESTABLISHMENT OF FLOODPLAIN DEVELOPMENT PERMIT.

A floodplain development permit shall be required in conformance with the provisions of this chapter prior to the commencement of any development activities within special flood hazard areas determined in accordance with the provisions of § 152.07.

(Prior Code, § 4-83) (Ord. passed 3-5-1991; Ord. O-02-07, passed 7-12-2007; Ord. passed 11-2-2023) Penalty, see § 152.99

§ 152.09 COMPLIANCE.

No structure or land shall hereafter be located, extended, converted, altered, or developed in any way without full compliance with the terms of this chapter and other applicable regulations.

(Prior Code, § 4-84) (Ord. passed 3-5-1991; Ord. O-02-07, passed 7-12-2007; Ord. passed 11-2-2023) Penalty, see § 152.99

§ 152.10 ABROGATION AND GREATER RESTRICTIONS.

This chapter is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this chapter and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

(Prior Code, § 4-85) (Ord. passed 3-5-1991; Ord. O-02-07, passed 7-12-2007; Ord. passed 11-2-2023)

§ 152.11 INTERPRETATION.

In the interpretation and application of this chapter, all provisions shall be:

- (A) Considered as minimum requirements;
- (B) Liberally construed in favor of the governing body; and
- (C) Deemed neither to limit nor repeal any other powers granted under state statutes.

(Prior Code, § 4-86) (Ord. passed 3-5-1991; Ord. O-02-07, passed 7-12-2007; Ord. passed 11-2-2023)

§ 152.12 WARNING AND DISCLAIMER OF LIABILITY.

The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering consideration. Larger floods can and will occur. Actual flood heights may be increased by man-made or natural causes. This chapter does not imply that land outside the special flood hazard areas or uses permitted within such areas will be free from flooding or flood damages. This chapter shall not create liability on the part of the City of Lincoln or by any officer or employee thereof for any flood damages that result from reliance on this chapter or any administrative decision lawfully made hereunder.

(Prior Code, § 4-87) (Ord. passed 3-5-1991; Ord. O-02-07, passed 7-12-2007; Ord. passed 11-2-2023)

ADMINISTRATION

§ 152.25 DESIGNATION OF FLOODPLAIN ADMINISTRATOR.

The ~~Zoning Administrator~~, Planning Director, or their appointee, hereinafter referred to as the "Floodplain Administrator", is hereby appointed to administer and implement the provisions of this chapter. In instances where the Floodplain Administrator receives assistance from others to complete tasks to administer and implement this chapter, the Floodplain Administrator shall be responsible for the coordination and community's overall compliance with the National Flood Insurance Program and the provisions of this chapter.

(Prior Code, § 4-96) (Ord. passed 3-5-1991; Ord. O-02-07, passed 7-12-2007; Ord. passed 11-2-2023)

§ 152.26 FLOODPLAIN DEVELOPMENT APPLICATION; PERMIT AND CERTIFICATION REQUIREMENTS.

(A) Application requirements. Application for a floodplain development permit shall be made to the Floodplain Administrator prior to any development activities located within special flood hazard areas. The following items shall be presented to the Floodplain Administrator to apply for a floodplain development permit:

(1) A plot plan drawn to scale which shall include, but shall not be limited to, the following specific details of the proposed floodplain development:

(a) The nature, location, dimensions, and elevations of the area of development/disturbance; existing and proposed structures, utility systems, grading/pavement areas, fill materials, storage areas, drainage facilities, and other development;

(b) The boundary of the special flood hazard area as delineated on the FIRM or other flood map as determined in § 152.07, or a statement that the entire lot is within the special flood hazard area;

(c) Flood zone(s) designation of the proposed development area as determined on the FIRM or other flood map as determined in § 152.07;

(d) The boundary of the floodway(s) or non-encroachment area(s) as determined in § 152.07;

(e) The base flood elevation (BFE) where provided as set forth in § 152.07; § 152.27; or § 152.42;

(f) The old and new location of any watercourse that will be altered or relocated as a result of proposed development; and

(g) The certification of the plot plan by a registered land surveyor or professional engineer;

(2) Proposed elevation, and method thereof, of all development within a special flood hazard area including but not limited to:

(a) Elevation in relation to NAVD 1988 of the proposed reference level (including basement) of all structures;

(b) Elevation in relation to NAVD 1988 to which any non-residential structure in Zones A or AE, ~~AH, AO~~ will be floodproofed; and

(c) Elevation in relation to NAVD 1988 to which any proposed utility systems will be elevated or floodproofed;

(3) If floodproofing, a floodproofing certificate (FEMA Form 086-0-34) with

supporting data, an operational plan, and an inspection and maintenance plan that include, but are not limited to, installation, exercise, and maintenance of floodproofing measures;

(4) A foundation plan, drawn to scale, which shall include details of the proposed foundation system to ensure all provisions of this chapter are met. These details include but are not limited to:

(a) The proposed method of elevation, if applicable (i.e., fill, solid foundation perimeter wall, solid backfilled foundation, open foundation on columns/posts/piers/piles/shear walls); and

(b) Openings to facilitate automatic equalization of hydrostatic flood forces on walls in accordance with § 152.41(D)(4) when solid foundation perimeter walls are used in Zones A or AE, ~~AH, and AO~~;

(5) Usage details of any enclosed areas below the lowest floor;

(6) Plans and/or details for the protection of public utilities and facilities such as sewer, gas, electrical, and water systems to be located and constructed to minimize flood damage;

(7) Certification that all other local, state and federal permits required prior to floodplain development permit issuance have been received;

(8) Documentation for placement of recreational vehicles and/or temporary structures, when applicable, to ensure that the provisions of § 152.41(F) and (G) are met; and

(9) A description of proposed watercourse alteration or relocation, when applicable, including an engineering report on the effects of the proposed project on the flood-carrying capacity of the watercourse and the effects to properties located both upstream and downstream; and a map (if not shown on plot plan) showing the location of the proposed watercourse alteration or relocation.

(B) Permit requirements. The floodplain development permit shall include, but not be limited to:

(1) A complete description of all the development to be permitted under the floodplain development permit (e.g. house, garage, pool, septic, bulkhead, cabana, pier, bridge, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials, and the like);

(2) The special flood hazard area determination for the proposed development in accordance with available data specified in § 152.07;

(3) The regulatory flood protection elevation required for the reference level and all attendant utilities;

(4) The regulatory flood protection elevation required for the protection of all public utilities;

(5) All certification submittal requirements with timelines;

(6) A statement that no fill material or other development shall encroach into the floodway or non-encroachment area of any watercourse unless the requirements of § 152.44 have been met;

(7) The flood openings requirements;

(8) Limitations of below BFE enclosure uses (if applicable) (i.e., parking, building access and limited storage only); and

(9) A statement, that all materials below BFE/RFPE must be flood resistant materials.

(C) Certification requirements.

(1) Elevation certificates.

(a) An elevation certificate (FEMA Form FF-206-FY-22-152) is required prior to the actual start of any new construction. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the elevation of the reference level, in relation to NAVD 1988. The Floodplain Administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder prior to the beginning of construction. Failure to submit the certification or failure to make required corrections shall be caused to deny a floodplain development permit.

(b) An elevation certificate (FEMA Form FF-206-FY-22-152) is required after the reference level is established. Within seven calendar days of establishment of the reference level elevation, it shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the elevation of the reference level, in relation to NAVD 1988. Any work done within the seven day calendar period and prior to submission of the certification shall be at the permit holder's risk. The Floodplain Administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further work being permitted to proceed. Failure to submit the certification or failure to make required corrections shall be caused to issue a stop-work order for the project.

(c) A final finished construction elevation certificate (FEMA Form FF-206-FY-22-152) is required after construction is completed and prior to certificate of compliance/occupancy issuance. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of final as-built construction of the elevation of the reference level and all attendant utilities. The Floodplain Administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to certificate of compliance/occupancy issuance. In some instances, another certification may be required to certify corrected as-built construction. Failure to submit the certification or failure to make required corrections shall be cause to withhold the issuance of a certificate of compliance/occupancy. The finished construction elevation certificate certifier shall provide at least two photographs showing the front and rear of the building taken within 90 days from the date of certification. The photographs must be taken with views

confirming the building description and diagram number provided in § 152.40. To the extent possible, these photographs should show the entire building including foundation. If the building has split-level or multi-level areas, provide at least two additional photographs showing side views of the building. In addition, when applicable, provide a photograph of the foundation showing a representative example of the flood openings or vents. All photographs must be in color and measure at least three inches by three inches. Digital photographs are acceptable.

(2) Floodproofing certificate.

(a) If non-residential floodproofing is used to meet the regulatory flood protection elevation requirements, a floodproofing certificate (FEMA Form FF-206-FY-22-153), with supporting data, an operational plan, and an inspection and maintenance plan are required prior to the actual start of any new construction. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the floodproofed design elevation of the reference level and all attendant utilities, in relation to NAVD 1988. Floodproofing certification shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same. The Floodplain Administrator shall review the certificate data, the operational plan, and the inspection and maintenance plan. Deficiencies detected by such review shall be corrected by the applicant prior to permit approval. Failure to submit the certification or failure to make required corrections shall be cause to deny a floodplain development permit. Failure to construct in accordance with the certified design shall be caused to withhold the issuance of a certificate of compliance/occupancy.

(b) A final finished construction floodproofing certificate (FEMA Form FF-206-FY-22-153), with supporting data, an operational plan, and an inspection and maintenance plan are required prior to the issuance of a certificate of compliance/occupancy. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the floodproofed design elevation of the reference level and all attendant utilities, in relation to NAVD 1988. The floodproofing certificate shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same. The Floodplain Administrator shall review the certificate data, the operational plan, and the inspection and maintenance plan. Deficiencies detected by such review shall be corrected by the applicant prior to the certificate of occupancy. Failure to submit the certification or failure to make required corrections shall be cause to deny a floodplain development permit. Failure to construct in accordance with the certified design shall be cause to deny a certificate of compliance/occupancy.

(3) If a manufactured home is placed within Zones A or AE, ~~AH, and/or AO~~ and the elevation of the chassis is more than 36 inches in height above grade, an engineered foundation certification is required in accordance with the provisions of § 152.41(C)(2).

(4) If a watercourse is to be altered or relocated, a description of the extent of watercourse alteration or relocation; a professional engineer's certified report on the effects of the proposed project on the flood-carrying capacity of the watercourse and the effects to properties located both upstream and downstream; and a map showing the location of the proposed watercourse alteration or relocation shall all be submitted by

the permit applicant prior to issuance of a floodplain development permit.

(5) Certification exemptions. The following structures, if located within Zones A or AE, ~~AH, and AO~~, are exempt from the elevation/floodproofing certification requirements specified in items (C)(1) and (2):

(a) Recreational vehicles meeting the requirements of § 152.41(F)(1);

(b) Temporary structures meeting the requirements of § 152.41(G); and

(c) Accessory structures that are 150 square feet or less or \$5,000 or less and meeting the requirements of § 152.41(H).

(D) Determinations for existing buildings and structures. For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Building Official, shall:

(1) Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;

(2) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;

(3) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; and

(4) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the N.C. Building Code and this chapter is required.

(Prior Code, § 4-97) (Ord. passed 3-5-1991; Ord. O-02-07, passed 7-12-2007; Ord. passed 11-2-2023) Penalty, see § 152.99

§ 152.27 DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR.

The Floodplain Administrator shall perform, but not be limited to, the following duties:

(A) Review all floodplain development applications and issue permits for all proposed development within special flood hazard areas to assure that the requirements of this chapter have been satisfied;

(B) Review all proposed development within special flood hazard areas to assure that all necessary local, state and federal permits have been received, including § 404 of the

Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334;

(C) Notify adjacent communities and the North Carolina Department of Public Safety, Division of Emergency Management, State Coordinator for the National Flood Insurance Program prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency (FEMA);

(D) Assure that maintenance is provided within the altered or relocated portion of said watercourse so that the flood-carrying capacity is maintained;

(E) Prevent encroachments into floodways and non-encroachment areas unless the certification and flood hazard reduction provisions of § 152.44 are met;

(F) Obtain actual elevation (in relation to NAVD 1988) of the reference level (including basement) and all attendant utilities of all new and substantially improved structures, in accordance with the provisions of § 152.26(C);

(G) Obtain actual elevation (in relation to NAVD 1988) to which all new and substantially improved structures and utilities have been floodproofed, in accordance with the provisions of 152.26(C);

(H) Obtain actual elevation (in relation to NAVD 1988) of all public utilities in accordance with the provisions of § 152.26(C);

(I) When floodproofing is utilized for a particular structure, obtain certifications from a registered professional engineer or architect in accordance with the provisions of § 152.26(C) and § 152.41(B);

(J) Where interpretation is needed as to the exact location of boundaries of the special flood hazard areas, floodways, or non-encroachment areas (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), make the necessary interpretation. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this subchapter;

(K) When BFE data has not been provided in accordance with the provisions of § 152.07, obtain, review, and reasonably utilize any BFE data, along with floodway data or non-encroachment area data available from a federal, state, or other source, including data developed pursuant to § 152.42(B)(3), in order to administer the provisions of this chapter;

(L) When BFE data is provided but no flood way or non-encroachment area data has been provided in accordance with the provisions of § 152.07, obtain, review, and reasonably utilize any floodway data or non-encroachment area data available from a federal, state, or other source in order to administer the provisions of this chapter;

(M) Permanently maintain all records that pertain to the administration of this chapter and make these records available for public inspection, recognizing that such information may be subject to the Privacy Act of 1974, as amended;

(N) Make on-site inspections of work in progress. As the work pursuant to a floodplain development permit progresses, the Floodplain Administrator shall make as

many inspections of the work as may be necessary to ensure that the work is being done according to the provisions of this chapter and the terms of the permit. In exercising this power, the Floodplain Administrator has a right, upon presentation of proper credentials, to enter on any premises within the jurisdiction of the community at any reasonable hour for the purposes of inspection or other enforcement action;

(O) Issue stop-work orders as required. Whenever a building or part thereof is being constructed, reconstructed, altered, or repaired in violation of this chapter, the Floodplain Administrator may order the work to be immediately stopped. The stop-work order shall be in writing and directed to the person doing or in charge of the work. The stop-work order shall state the specific work to be stopped, the specific reason(s) for the stoppage, and the condition(s) under which the work may be resumed. Violation of a stop-work order constitutes a misdemeanor;

(P) Revoke floodplain development permits as required. The Floodplain Administrator may revoke and require the return of the floodplain development permit by notifying the permit holder in writing stating the reason(s) for the revocation. Permits shall be revoked for any substantial departure from the approved application, plans, and specifications; for refusal or failure to comply with the requirements of state or local laws; or for false statements or misrepresentations made in securing the permit. Any floodplain development permit mistakenly issued in violation of an applicable state or local law may also be revoked;

(Q) Make periodic inspections throughout the special flood hazard areas within the jurisdiction of the community. The Floodplain Administrator and each member of his or her inspections department shall have a right, upon presentation of proper credentials, to enter on any premises within the territorial jurisdiction of the department at any reasonable hour for the purposes of inspection or other enforcement action;

(R) Follow through with corrective procedures of § 152.28;

(S) Review, provide input, and make recommendations for variance requests;

(T) Maintain a current map repository to include, but not limited to, historical and effective FIS report, historical and effective FIRM and other official flood maps and studies adopted in accordance with the provisions of § 152.07, including any revisions thereto including letters of map change, issued by FEMA. Notify state and FEMA of mapping needs;

(U) Coordinate revisions to FIS reports and FIRMs, including letters of map revision based on fill (LOMR-Fs) and letters of map revision (LOMRs); and

(V) When the lowest floor and the lowest adjacent grade of a structure or the lowest ground elevation of a parcel in a special flood hazard area is above the BFE, advise the property owner of the option to apply for a letter of map amendment (LOMA) from FEMA. Maintain a copy of the LOMA issued by FEMA in the floodplain development permit file.

(Prior Code, § 4-98) (Ord. passed 3-5-1991; Ord. O-02-07, passed 7-12-2007; Ord. passed 11-2-2023)

§ 152.28 CORRECTIVE PROCEDURES.

(A) Violations to be corrected. When the Floodplain Administrator finds violations of applicable state and local laws; it shall be his or her duty to notify the owner or occupant of the building of the violation. The owner or occupant shall immediately remedy each of the violations of law cited in such notification.

(B) Actions in event of failure to take corrective action. If the owner of a building or property shall fail to take prompt corrective action, the Floodplain Administrator shall give the owner written notice, by certified or registered mail to the owner's last known address or by personal service, stating:

(1) That the building or property is in violation of the floodplain management regulations;

(2) That a hearing will be held before the Floodplain Administrator at a designated place and time, not later than ten days after the date of the notice, at which time the owner shall be entitled to be heard in person or by counsel and to present arguments and evidence pertaining to the matter; and

(3) That following the hearing, the Floodplain Administrator may issue an order to alter, vacate, or demolish the building; or to remove fill as applicable.

(C) Order to take corrective action. If, upon a hearing held pursuant to the notice prescribed above, the Floodplain Administrator shall find that the building or development is in violation of this chapter, he or she shall issue an order in writing to the owner, requiring the owner to remedy the violation within a specified time period, not less than 60 calendar days nor more than least 180 calendar days. Where the Floodplain Administrator finds that there is imminent danger to life or other property, he or she may order that corrective action be taken in such lesser period as may be feasible.

(D) Appeal. Any owner who has received an order to take corrective action may appeal the order to the local elected governing body by giving notice of appeal in writing to the Floodplain Administrator and the Clerk within ten days following issuance of the final order. In the absence of an appeal, the order of the Floodplain Administrator shall be final. The local governing body shall hear an appeal within a reasonable time and may affirm, modify and affirm, or revoke the order.

(E) Failure to comply with order. If the owner of a building or property fails to comply with an order to take corrective action for which no appeal has been made or fails to comply with an order of the governing body following an appeal, the owner shall be guilty of a Class I misdemeanor pursuant to G.S. § 143-215.58 and shall be punished at the discretion of the court.

(Prior Code, § 4-99) (Ord. passed 3-5-1991; Ord. O-02-07, passed 7-12-2007; Ord. passed 11-2-2023) Penalty, see § 152.99

§ 152.29 VARIANCE PROCEDURES.

(A) The Board of Adjustment as established by the City of Lincoln, hereinafter referred to as the "Appeal Board", shall hear and decide requests for variances from the requirements of this chapter.

(B) Any person aggrieved by the decision of the Appeal Board may appeal such decision to the Court, as provided in G.S. Chapter 7A.

(C) Variances may be issued for:

(1) The repair or rehabilitation of historic structures upon the determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and that the variance is the minimum necessary to preserve the historic character and design of the structure;

(2) Functionally dependent facilities if determined to meet the definition as stated in § 152.05, provided provisions of division (1)(2), (3), and (5) below have been satisfied, and such facilities are protected by methods that minimize flood damages during the base flood and create no additional threats to public safety; or

(3) Any other type of development provided it meets the requirements of this section.

(D) In passing upon variances, the Appeal Board shall consider all technical evaluations, all relevant factors, all standards specified in other sections of this chapter, and:

(1) The danger that materials may be swept onto other lands to the injury of others;

(2) The danger to life and property due to flooding or erosion damage;

(3) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;

(4) The importance of the services provided by the proposed facility to the community;

(5) The necessity to the facility of a waterfront location as defined under § 152.05 as a functionally dependent facility, where applicable;

(6) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;

(7) The compatibility of the proposed use with existing and anticipated development;

(8) The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;

(9) The safety of access to the property in times of flood for ordinary and emergency vehicles;

(10) The expected heights, velocity, duration, rate of rise, and sediment transport of

the floodwaters and the effects of wave action, if applicable, expected at the site; and

(11) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, and streets and bridges.

(E) A written report addressing each of the above factors shall be submitted with the application for a variance.

(F) Upon consideration of the factors listed above and the purposes of this chapter, the Appeal Board may attach such conditions to the granting of variances as it deems necessary to further the purposes and objectives of this chapter.

(G) Any applicant to whom a variance is granted shall be given written notice specifying the difference between the BFE and the elevation to which the structure is to be built and that such construction below the BFE increases risks to life and property, and that the issuance of a variance to construct a structure below the BFE may result in increased premium rates for flood insurance up to \$25 per \$100 of insurance coverage. Such notification shall be maintained with a record of all variance actions, including justification for their issuance.

(H) The Floodplain Administrator shall maintain the records of all appeal actions and report any variances to FEMA and the State of North Carolina upon request.

(I) Conditions for variances.

(1) Variances shall not be issued when the variance will make the structure in violation of other federal, state, or local laws, regulations, or ordinances.

(2) Variances shall not be issued within any designated floodway or non-encroachment area if the variance would result in any increase in flood levels during the base flood discharge.

(3) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

(4) Variances shall only be issued prior to development permit approval.

(5) Variances shall only be issued upon:

(a) A showing of good and sufficient cause;

(b) A determination that failure to grant the variance would result in exceptional hardship; and

(c) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, or extraordinary public expense, create a nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

(J) A variance may be issued for solid waste disposal facilities or sites, hazardous waste management facilities, salvage yards, and chemical storage facilities that are located in special flood hazard areas provided that all of the following conditions are

met.

- (1) The use serves a critical need in the community;
- (2) No feasible location exists for the use outside the special flood hazard area;
- (3) The reference level of any structure is elevated or floodproofed to at least the regulatory flood protection elevation;
- (4) The use complies with all other applicable federal, state and local laws; and
- (5) The City of Lincolnton has notified the Secretary of the North Carolina Department of Public Safety of its intention to grant a variance at least 30 calendar days prior to granting the variance.

(Prior Code, § 4-100) (Ord. passed 3-5-1991; Ord. O-02-07, passed 7-12-2007; Ord. passed 11-2-2023) Penalty, see § 152.99

PROVISIONS FOR FLOOD HAZARD REDUCTION

§ 152.40 GENERAL STANDARDS.

In all special flood hazard areas, the following provisions are required:

(A) All new construction and substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse, and lateral movement of the structure.

(B) All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage in accordance with the FEMA Technical Bulletin 2, Flood Damage-Resistant Materials Requirements.

(C) All new construction and substantial improvements shall be constructed by methods and practices that minimize flood damages.

(D) All new electrical, heating, ventilation, air-conditioning, plumbing, duct systems, and other building utility systems, equipment, and service facilities must be located at or above the regulatory flood protection elevation (RFPE) and/or specially designed to prevent water from entering or accumulating within the components and installed to resist hydrostatic and hydrodynamic loads and stresses, including the effects of buoyancy, during the occurrence of flooding to the design flood elevation. Utility systems, equipment, and service facilities include, but are not limited to, HVAC equipment, water softener units, bath/kitchen plumbing fixtures, ductwork, electric/gas meter panels/boxes, utility/cable boxes, water heaters, fuel tanks, and electric outlets/switches.

(1) Replacements that are part of a substantial improvement must also meet the above provisions.

(2) Replacements that are for maintenance and not part of a substantial

improvement may be installed at the original location, provided the addition and/or improvements comply with the standards for new construction consistent with the code and requirements for the original structure.

(E) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system.

(F) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into flood waters.

(G) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.

(H) Nothing in this chapter shall prevent the repair, reconstruction, or replacement of a building or structure existing on the effective date of this chapter and located totally or partially within the floodway, non-encroachment area, or stream setback, provided there is no additional encroachment below the regulatory flood protection elevation in the floodway, non-encroachment area, or stream setback, and provided that such repair, reconstruction, or replacement meets all of the other requirements of this chapter.

(I) New solid waste disposal facilities and sites, hazardous waste management facilities, salvage yards, and chemical storage facilities shall not be permitted, except by variance as specified in § 152.29. A structure or tank for chemical or fuel storage incidental to an allowed use or to the operation of a water treatment plant or wastewater treatment facility may be located in a special flood hazard area only if the structure or tank is either elevated or floodproofed to at least the regulatory flood protection elevation and certified in accordance with the provisions of § 152.26(C).

(J) All subdivision proposals and other development proposals shall be consistent with the need to minimize flood damage.

(K) All subdivision proposals and other development proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage.

(L) All subdivision proposals and other development proposals shall have adequate drainage provided to reduce exposure to flood hazards.

(M) All subdivision proposals and other development proposals shall have received all necessary permits from those governmental agencies for which approval is required by federal or state law, including § 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334.

(N) When a structure is partially located in a special flood hazard area, the entire structure shall meet the requirements for new construction and substantial improvements.

(O) When a structure is located in a flood hazard risk zone with multiple base flood elevations, the provisions for the more restrictive flood hazard risk zone and the highest BFE shall apply.

(P) Buildings and structures that are located in more than one flood hazard area shall comply with the provisions associated with the most restrictive flood hazard area.

(Prior Code, § 4-111) (Ord. passed 3-5-1991; Ord. O-02-07, passed 7-12-2007; Ord. passed 11-2-2023) Penalty, see § 152.99

§ 152.41 SPECIFIC STANDARDS.

In all special flood hazard areas where BFE data has been provided, as set forth in § 152.07 or § 152.42, the following provisions, in addition to the provisions of § 152.40, are required:

(A) Residential construction. New construction and substantial improvement of any residential structure (including manufactured homes) shall have the reference level, including basement, elevated no lower than the regulatory flood protection elevation (RFPE), as defined in § 152.05.

(B) Non-residential construction. New construction and substantial improvement of any commercial, industrial, or other non-residential structure shall have the reference level, including basement, elevated no lower than the regulatory flood protection elevation, as defined in § 152.05. Structures located in Zones A or AE, ~~AH, and AO~~ may be floodproofed to the regulatory flood protection elevation (RFPE) in lieu of elevation provided that all areas of the structure, together with attendant utility and sanitary facilities, below the regulatory flood protection elevation are watertight with walls substantially impermeable to the passage of water, using structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. ~~For AO Zones, the floodproofing elevation shall be in accordance with § 152.45(B).~~ A registered professional engineer or architect shall certify that the floodproofing standards of this division are satisfied. Such certification shall be provided to the Floodplain Administrator as set forth in § 152.26(C), along with the operational plan and the inspection and maintenance plan.

(C) Manufactured homes.

(1) New and replacement manufactured homes shall be elevated so that the reference level of the manufactured home is no lower than the regulatory flood protection elevation (RFPE), as defined in § 152.05.

(2) Manufactured homes shall be securely anchored to an adequately anchored foundation to resist flotation, collapse, and lateral movement, either by certified engineered foundation system, or in accordance with the most current edition of the State of North Carolina Regulations for Manufactured Homes adopted by the Commissioner of Insurance pursuant to G.S. § 143-143.15. Additionally, when the elevation would be met by an elevation of the chassis 36 inches or less above the grade at the site, the chassis shall be supported by reinforced piers or engineered foundation. When the elevation of the chassis is above 36 inches in height, an engineering certification is required.

(3) All enclosures or skirting below the lowest floor shall meet the requirements of

division (D) below.

(4) An evacuation plan must be developed for evacuation of all residents of all new, substantially improved or substantially damaged manufactured home parks or subdivisions located within flood prone areas. This plan shall be filed with and approved by the Floodplain Administrator and the local Emergency Management Coordinator.

(D) Elevated buildings. Fully enclosed areas, of new construction and substantially improved structures, which are below the lowest floor:

(1) Shall not be designed or used for human habitation, but shall only be used for parking of vehicles, building access, or limited storage of maintenance equipment used in connection with the premises. Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles (garage door), limited storage of maintenance equipment (standard exterior door), or entry to the living area (stairway or elevator). The interior portion of such enclosed area shall not be finished or partitioned into separate rooms, except to enclose storage areas;

(2) Shall not be temperature-controlled or conditioned;

(3) Shall be constructed entirely of flood-resistant materials at least to the regulatory flood protection elevation; and

(4) Shall include flood openings to automatically equalize hydrostatic flood forces on walls by allowing for the entry and exit of floodwaters. To meet this requirement, the openings must either be certified by a professional engineer or architect or meet or exceed the following minimum design criteria:

(a) A minimum of two flood openings on different sides of each enclosed area subject to flooding;

(b) The total net area of all flood openings must be at least 1 square inch for each square foot of enclosed area subject to flooding;

(c) If a building has more than 1 enclosed area, each enclosed area must have flood openings to allow floodwaters to automatically enter and exit;

(d) The bottom of all required flood openings shall be no higher than 1 foot above the higher of the interior or exterior adjacent grade;

(e) Flood openings may be equipped with screens, louvers, or other coverings or devices, provided they permit the automatic flow of floodwaters in both directions; and

(f) Enclosures made of flexible skirting are not considered enclosures for regulatory purposes, and, therefore, do not require flood openings. Masonry or wood underpinning, regardless of structural status, is considered an enclosure and requires flood openings as outlined above.

(5) Release of restrictive covenant. If a property which is bound by a non-conversion agreement is modified to remove enclosed areas below BFE, then the owner may request release of restrictive covenant after staff inspection and submittal of confirming documentation.

(E) Additions/improvements.

(1) Additions and/or improvements to pre-FIRM structures when the addition and/or improvements in combination with any interior modifications to the existing structure are:

(a) Not a substantial improvement, the addition and/or improvements must be designed to minimize flood damages and must not be any more non-conforming than the existing structure;

(b) A substantial improvement, with modifications/rehabilitations/improvements to the existing structure, or the common wall is structurally modified more than installing a doorway, both the existing structure and the addition must comply with the standards for new construction.

(2) Additions to pre-FIRM or post-FIRM structures that are a substantial improvement with no modifications/rehabilitations/improvements to the existing structure other than a standard door in the common wall, shall require only the addition to comply with the standards for new construction.

(3) Additions and/or improvements to post-FIRM structures when the addition and/or improvements in combination with any interior modifications to the existing structure are:

(a) Not a substantial improvement, the addition and/or improvements only must comply with the standards for new construction consistent with the code and requirements for the original structure;

(b) A substantial improvement, both the existing structure and the addition and/or improvements must comply with the standards for new construction.

(4) Any combination of repair, reconstruction, rehabilitation, addition or improvement of a building or structure taking place during a 1-year period, the cumulative cost of which equals or exceeds 50% of the market value of the structure before the improvement or repair is started must comply with the standards for new construction. For each building or structure, the 1-year period begins on the date of the first improvement or repair of that building or structure subsequent to the effective date of this chapter. Substantial damage also means flood-related damage sustained by a structure on 2 separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25% of the market value of the structure before the damage occurred. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The requirement does not, however, include either:

(a) Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the Building Official and that are the minimum necessary to assume safe living conditions; or

(b) Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

(F) Recreational vehicles. Not allowed for residential purposes.

(G) Temporary non-residential structures. Prior to the issuance of a floodplain development permit for a temporary structure, the applicant must submit to the Floodplain Administrator a plan for the removal of such structure(s) in the event of a hurricane, flash flood or other type of flood warning notification. The following information shall be submitted in writing to the Floodplain Administrator for review and written approval:

(1) A specified time period for which the temporary use will be permitted. Time specified may not exceed 3 months, renewable up to 1 year;

(2) The name, address, and phone number of the individual responsible for the removal of the temporary structure;

(3) The time frame prior to the event at which a structure will be removed (i.e., minimum of 72 hours before landfall of a hurricane or immediately upon flood warning notification);

(4) A copy of the contract or other suitable instrument with the entity responsible for physical removal of the structure; and

(5) Designation, accompanied by documentation, of a location outside the special flood hazard area, to which the temporary structure will be moved.

(H) Accessory structures. When accessory structures (sheds, detached garages, and the like) are to be placed within a special flood hazard area, the following criteria shall be met:

(1) Accessory structures shall not be used for human habitation (including working, sleeping, living, cooking or restroom areas);

(2) Accessory structures shall not be temperature-controlled;

(3) Accessory structures shall be designed to have low flood damage potential;

(4) Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters;

(5) Accessory structures shall be firmly anchored in accordance with the provisions of § 152.40(A);

(6) All service facilities such as electrical shall be installed in accordance with the provisions of § 152.40(D); and

(7) Flood openings to facilitate automatic equalization of hydrostatic flood forces shall be provided below regulatory flood protection elevation in conformance with the provisions of division (D)(4) above. An accessory structure with a footprint less than 150 square feet or that is a minimal investment of \$3,000 or less and satisfies the criteria outlined above is not required to meet the elevation or floodproofing standards of division (B) above. Elevation or floodproofing certifications are required for all other accessory structures in accordance with § 152.26(C).

(I) Tanks. When gas and liquid storage tanks are to be placed within a special flood

hazard area, the following criteria shall be met:

(1) Underground tanks. Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty.

(2) Above-ground tanks elevated. Above-ground tanks in flood hazard areas shall be elevated to or above the regulatory flood protection elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area.

(3) Above-ground tanks, not elevated. Above-ground tanks that do not meet the elevation requirements of division (B) above shall be permitted in flood hazard areas provided the tanks are designed, constructed, installed, and anchored to resist all flood-related and other loads, including the effects of buoyancy, during conditions of the design flood and without release of contents in the floodwaters or infiltration by floodwaters into the tanks. Tanks shall be designed, constructed, installed, and anchored to resist the potential buoyant and other flood forces acting on an empty tank during design flood conditions.

(4) Tank inlets and vents. Tank inlets, fill openings, outlets and vents shall be:

(a) At or above the regulatory flood protection elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and

(b) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

(J) Other development.

(1) Fences in regulated floodways and NEAs that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of § 152.44.

(2) Retaining walls, sidewalks and driveways in regulated floodways and NEAs. Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of § 152.44 .

(3) Roads and watercourse crossings in regulated floodways and NEAs. Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of § 152.44 .

(4) Commercial storage facilities are not considered "limited storage" as noted in this chapter, and shall be protected to the regulatory flood protection elevation as required for commercial structures.

(Prior Code, § 4-112) (Ord. passed 3-5-1991; Ord. O-02-07, passed 7-12-2007; Ord.

passed 11-2-2023; Ord. ZTA-3-2025, passed 6-5-2025)

§ 152.42 STANDARDS FOR FLOODPLAINS WITHOUT ESTABLISHED BASE FLOOD ELEVATIONS.

Within the special flood hazard areas designated as approximate Zone A and established in § 152.07, where no BFE data has been provided by FEMA, the following provisions, in addition to the provisions of § 152.40, shall apply:

(A) No encroachments, including fill, new construction, substantial improvements or new development shall be permitted within a distance of 20 feet each side from top of bank or five times the width of the stream, whichever is greater, unless certification with supporting technical data by a registered professional engineer is provided demonstrating that such encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.

(B) The BFE used in determining the regulatory flood protection elevation shall be determined based on the following criteria:

(1) When BFE data is available from other sources, all new construction and substantial improvements within such areas shall also comply with all applicable provisions of this chapter and shall be elevated or floodproofed in accordance with standards in §§ 152.40 and 152.41.

(2) When floodway or non-encroachment data is available from a federal, state, or other source, all new construction and substantial improvements within floodway and non-encroachment areas shall also comply with the requirements of §§ 152.41 and 152.44.

(3) All subdivision, manufactured home park and other development proposals shall provide BFE data if the development is greater than five acres or has more than 50 lots/manufactured home sites. Such BFE data shall be adopted by reference in accordance with § 152.07 and utilized in implementing this chapter.

(4) When BFE data is not available from a federal, state, or other source as outlined above, the reference level shall be elevated or floodproofed (nonresidential) to or above the regulatory flood protection elevation, as defined in § 152.05. All other applicable provisions of § 152.41 shall also apply.

(Prior Code, § 4-113) (Ord. passed 3-5-1991; Ord. O-02-07, passed 7-12-2007; Ord. passed 11-2-2023)

§ 152.43 STANDARDS FOR RIVERINE FLOODPLAINS WITH BFE BUT WITHOUT ESTABLISHED FLOODWAYS OR NON-ENCROACHMENT AREAS.

Along rivers and streams where BFE data is provided by FEMA or is available from another source but neither floodway nor non-encroachment areas are identified for a special flood hazard area on the FIRM or in the FIS report, the following requirements

shall apply to all development within such areas:

(A) Standards of §§ 152.40 and 152.41; and

(B) Until a regulatory floodway or non-encroachment area is designated, no encroachments, including fill, new construction, substantial improvements, or other development, shall be permitted unless certification with supporting technical data by a registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point.

(Ord. O-02-07, passed 7-12-2007; Ord. passed 11-2-2023)

§ 152.44 FLOODWAYS AND NON-ENCROACHMENT AREAS.

Areas designated as floodways or non-encroachment areas are located within the special flood hazard areas established in § 152.07. The floodways and non-encroachment areas are extremely hazardous areas due to the velocity of floodwaters that have erosion potential and carry debris and potential projectiles. The following provisions, in addition to standards outlined in §§ 152.40 and 152.41, shall apply to all development within such areas:

(A) No encroachments, including fill, new construction, substantial improvements and other developments shall be permitted unless:

(1) It is demonstrated that the proposed encroachment would not result in any increase in the flood levels during the occurrence of the base flood discharge, based on hydrologic and hydraulic analyses performed in accordance with standard engineering practice and presented to the Floodplain Administrator prior to issuance of floodplain development permit; or

(2) A conditional letter of map revision (CLOMR) has been approved by FEMA. A letter of map revision (LOMR) must also be obtained within six months of completion of the proposed encroachment.

(B) If division (A) above is satisfied, all development shall comply with all applicable flood hazard reduction provisions of this chapter.

(C) Manufactured homes may be permitted provided the following provisions are met:

(1) The anchoring and the elevation standards of § 152.41(C); and

(2) The encroachment standards of division (A) above.

(Ord. O-02-07, passed 7-12-2007; Ord. passed 11-2-2023)

~~§ 152.45 STANDARDS FOR AREAS OF SHALLOW FLOODING (ZONE AO).~~

~~—Located within the special flood hazard areas established in § 152.07 are areas~~

~~designated as shallow flooding areas. These areas have special flood hazards associated with base flood depths of one to three feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and indeterminate. In addition to §§ 152.40 and 152.41, all new construction and substantial improvements shall meet the following requirements:~~

~~—(A) The reference level shall be elevated at least as high as the depth number specified on the flood insurance rate map (FIRM), in feet, plus a freeboard of two feet, above the highest adjacent grade; or at least two feet above the highest adjacent grade if no depth number is specified.~~

~~—(B) Non-residential structures may, in lieu of elevation, be floodproofed to the same level as required in division (A) above so that the structure, together with attendant utility and sanitary facilities, below that level shall be watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. Certification is required in accordance with § 152.26(C) and § 152.41(B).~~

~~—(C) Adequate drainage paths shall be provided around structures on slopes, to guide floodwaters around and away from proposed structures.~~

~~{Ord. passed 11-2-2023}~~

~~§ 152.46 STANDARDS FOR AREAS OF SHALLOW FLOODING (ZONE AH):~~

~~—Located within the special flood hazard areas established in § 152.07 are areas designated as shallow flooding areas. These areas are subject to inundation by 1%-annual-chance shallow flooding (usually areas of ponding) where average depths are one to three feet. Base flood elevations are derived from detailed hydraulic analyses are shown in this zone. In addition to §§ 152.40 and 152.41, all new construction and substantial improvements shall meet the following requirements: adequate drainage paths shall be provided around structures on slopes, to guide floodwaters around and away from proposed structures.~~

~~{Ord. passed 11-2-2023}~~

LEGAL STATUS PROVISIONS

§ 152.55 EFFECT ON RIGHTS AND LIABILITIES UNDER THE EXISTING FLOOD DAMAGE PREVENTION PROVISIONS.

(A) This chapter in part comes forward by re-enactment of some of the provisions of the flood damage prevention ordinance enacted December 1, 1981, as amended, and it is not the intention to repeal but rather to re-enact and continue to enforce without interruption of such existing provisions, so that all rights and liabilities that have accrued thereunder are reserved and may be enforced. The enactment of this chapter shall not

affect any action, suit or proceeding instituted or pending. All provisions of the flood damage prevention ordinance of the City of Lincolnnton enacted on December 1, 1981, as amended, which are not reenacted herein are repealed.

(B) The date of the initial flood damage prevention ordinance for Lincoln County is December 1, 1981.

(Ord. O-02-07, passed 7-12-2007; Ord. passed 11-2-2023)

§ 152.56 EFFECT UPON OUTSTANDING FLOODPLAIN DEVELOPMENT PERMITS.

Nothing herein contained shall require any change in the plans, construction, size, or designated use of any development or any part thereof for which a floodplain development permit has been granted by the Floodplain Administrator or his or her authorized agents before the time of passage of this chapter; provided, however, that when construction is not begun under such outstanding permit within a period of six months subsequent to the date of issuance of the outstanding permit, construction or use shall be in conformity with the provisions of this chapter.

(Ord. O-02-07, passed 7-12-2007; Ord. passed 11-2-2023)

§ 152.57 EFFECTIVE DATE.

This chapter shall become effective November 3, 2023.

(Ord. O-02-07, passed 7-12-2007; Ord. passed 11-2-2023)

§ 152.99 PENALTY.

Violation of the provisions of this chapter or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a Class 1 misdemeanor pursuant to G.S. § 143-215.58. Any person who violates this chapter or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than \$100 or imprisoned for not more than 30 days, or both. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the City of Lincolnnton from taking such other lawful action as is necessary to prevent or remedy any violation.

(Prior Code, § 4-88) (Ord. passed 3-5-1991; Ord. passed 11-2-2023)

New language in yellow:

§ 153.051 ONE PRINCIPAL BUILDING.

(A) No more than one principal residential structure shall be located on a lot, except as a part of multi-family development. A lot with 2 Class A or Class B manufactured homes that existed at the time of the adoption of this amendment (May 6, 1999) may continue and the manufactured homes on the lot may be replaced provided that the replacement homes meet the minimum requirements of § 153.136(G).

(B) For non-conforming residential lots with multiple principal structures, a subdivision plat can be approved at the staff level to divide the lots, enabling one principal building per lot in the most conforming manner without requiring a variance.

(1) If staff and subdivider are not able to agree on most conforming manner, a variance will be required.

(C) More than one principal structure devoted to a nonresidential use may be located on a lot provided that access is available from a public street to each building for use by service or emergency vehicles.

(Prior UDO, § 5.7) (Ord. passed 6-25-2020) Penalty, see § 153.999

No new language. Language to be removed is struck through and in red.

§ 153.074 SUPPLEMENTARY REQUIREMENTS FOR DEVELOPMENT IN THE CENTRAL BUSINESS AND TRANSITIONAL BUSINESS DISTRICTS.

(A) Purpose. The purpose of establishing supplementary requirements for development in the Central Business (CB) and Central Business Transitional (CBT) Districts is to protect and enhance the visual character of development and to preserve the unique streetscape of downtown by encouraging compatibility among downtown structures.

(B) Development standards.

(1) Buildings within the CB and CBT Districts exhibit design elements that contribute to the unique sense of character of downtown Lincoln. Specifically, older retail style buildings tend to have flat or low pitch roofs concealed by the front façade parapet, no front or side yard setback, large storefront windows on the first floor and strong horizontal separations between the first and any upper floors created by window and/or changes in façade materials. Adjacent retail structures should embrace that style when possible. The many churches exhibit primarily two distinct styles, late gothic revival and classic (Greek) revival. Perimeter buildings and residential buildings convey a more common pitched roof, with styles of colonial, revival and craftsman (among others) intermingled. Some of the older structures have or had steep pitched metal roofs in neutral or muted colors. New or renovated structures in CB and CBT zones are expected to compliment the nearby structures, extending styles that adjoin or creating an aesthetic blend from style to style where adjoining styles transition, particularly at the zoning district edges where blending from style to style is important.

(2) In order to continue, recreate and, in some cases, replicate (such as in the CBT District) the historic development pattern of downtown Lincoln, the following standards shall apply to all new construction, additions, and substantial modifications to existing structures; except that the Board of Adjustment may waive or modify one or more requirements whenever, in its opinion, the waiver or modification is consistent with the intent of this section and results in a development which meets the findings of fact required herein. For the purposes of this section, SUBSTANTIAL MODIFICATION shall be defined as any work which involves the alteration of the building's footprint, construction of additional stories, changes in roof pitch, modification of building fenestration and entryways, material changes to the building façade, or painting which does not use natural material colors.

(a) Awnings and canopies. When used, awnings and canopies shall be placed at the top of window openings and shall relate to the shape of the top of the window. Awnings shall be made of canvas or treated canvas material; or standing seam prefinished metal on open metal framing. Awnings, where existing

conditions are in place and subject to staff review, can be recovered with slate or simulated slate, shingles, or standing seam metal in neutral or earth tone colors. In new construction the above standards may be incorporated when determined by staff that it is appropriate, based on review of other nearby structures, generally within approximately 300 feet of the new building and within the same zoning district. Vinyl awnings are not permitted. No awning shall extend more than two-thirds the width of the sidewalk or nine feet, whichever is less. Awnings and canopies must be self-supporting from the wall; no supports shall rest on or interfere with the use of pedestrian walkways or street. In no case shall any awning extend beyond the street curb or interfere with street trees or public utilities. The use of metal or other rigid roofing material is not intended to be used as a vertical facade for awnings or canopies. A vertical drop of acceptable scale is permitted. Metal is not permitted as a vertical wall face or screen.

(b) Building height. In no case shall any structure in the downtown exceed the height of the base of dome on the Lincoln Cultural Center.

(c) Building presentation. In individual commercial buildings, building entrances shall face the street and be accessible from the public sidewalk. Any portion of a building that faces an adjacent street right-of-way shall be considered a building front and shall be subject to the presentation entrance and fenestration requirements of this section. For non-commercial buildings (residential, religious, etc) or for commercial cluster group development, when approved, the street facade shall be addressed via fenestration requirements or design elements, and entrances shall be accessible via walkways or plazas from the public sidewalk.

(d) Building width. Additions and new construction located in the CB or CBT Districts shall maintain the existing building wall by extending the building front from side lot line to side lot line, except that an appropriate architectural wall or similar design feature may be used instead of a building extension. Where penetration through the lot line is required, such as access for pedestrians or vehicular access to an area behind the front, such as rear yard parking or courtyards, the penetration shall be appropriately visually framed by use of a fence termination feature, walls, replicated or existing building walls, or scalable landscaping where appropriate, subject to staff review.

(e) Color. Additions and new construction shall relate paint colors to natural material colors found on neighboring historic buildings and nearby buildings. Contrasting colors, which accent architectural details and entrance,s may be used. (A pallet of suggested colors is available.)

(f) Fenestration. New construction and remodeling of existing buildings in the CB and CBT Districts shall maintain the prevalent pattern and spacing of the windows and doorways on downtown buildings. Windows on the street level front of buildings shall constitute at least 20% and not more than 50% of the façade. Window on subsequent levels shall be a minimum of 15 square feet. Windows ~~must be clear, transparent glass (not mirrored or tinted dark) and~~ shall not be lower than two feet above grade. Double-hung windows with a height-to-width ratio of 2:1 are preferred for upper stories. No window or door shall be horizontally

separated by more than 15 feet from the nearest other window or door in the same façade. Frames and sashes for windows shall be of wood, vinyl or pre-finished metal and may have stone, brick or cast concrete lintels and stills. Window glass shall always be set back from the building face rather than flush.

(g) Front build-to-line.

1. The fronts of all new commercial buildings constructed in the CB District shall abut existing sidewalks, where provided, except for outdoor café-type uses when a low wall or other architectural articulation is carried across the right-of-way to continue the visual continuity of building faces.

2. The fronts all new commercial buildings constructed in the CBT District may vary from zero to 20 feet (i.e., thus creating a maximum front yard setback of zero to 20 feet) as measured from the street right-of-way boundary. Variable front yard setbacks are encouraged in the CBT District to allow for building articulation. Any setback areas shall be geared for pedestrian use. No off-street parking shall be allowed in these areas. Outdoor storage of retail goods (during daylight hours) shall be permitted, as shall outdoor seating areas.

(h) Horizontal rhythms. Downtown building patterns traditionally emphasized a strong horizontal design element. New construction and additions to or remodeling of existing buildings shall maintain a clear visual division between street level and any upper architectural feature used to accomplish this effect.

(i) Materials. Façade materials found in the downtown district include wood, brick and stone. Additions and new construction shall use facing materials that are compatible in quality, color, texture, finish, and dimension to those common in the downtown area. Acceptable materials include, but may not be limited to brick, stone or wood. Under no circumstances shall metal siding, unfinished concrete block or vinyl siding be allowed.

(j) Roofs. Additions and new construction using flat pitch or low pitch roof design (anything under 3:12) must install parapet walls on all sides or cap the walls with a cornice treatment that provides articulation to the roofline. When the roof drains to the rear of the building and is guttered the parapet may be eliminated upon staff approval.

(k) Signs. Signs should relate in placement and size to other building elements and shall not obscure building elements such as windows, cornices or decorative details. Sign material, style and color shall complement the building façade in terms of design, scale, color and materials. Individual shop signs in a single storefront shall relate to each other in design, size, color, placement on the building, and lettering style. Canvas signs placed on the outside of buildings, excluding canopy signs, whether for permanent or temporary use are prohibited. Signs placed on the inside of window areas shall conceal no more than 20% of the area of the window on which the signs are located.

(l) Streetscape protection. Any damage to the existing streetscape design, including street trees, by development, use, or condition or private property shall

be corrected by the proper owner at the owner's expense to the satisfaction of the city's Public Works Department, prior to the release of a certificate of occupancy. Any damage not corrected by the owner shall be corrected by the city, the cost of which is to be billed to the owner, including city administrative costs. For the purposes of this section, STREETSCAPE shall be defined to include any public improvement adjacent to private property.

(m) Walls and entrances. Walls and entrances in the CB and CBT Districts shall be designated to encourage and complement pedestrian-scale activity. Recessed doorways at building fronts are required.

(C) Demolition.

(1) No building shall be demolished without the building owner or his or her representative first consulting with the city's Planning Director or his or her designee. Following initial communication from the building owner, the Director shall have 21 days to render a recommendation to the applicant.

(2) If the property owner so desires, he or she may secure a demolition permit from the Lincoln County Building Inspector at the end of the 21-day review period. The demolition of any contributing member of the National Register District is strongly discouraged.

(D) Procedures. Prior to the construction of any new building, structure or parking area or the substantial renovation of that, a zoning permit must be secured from the Administrator.

(E) Permit applications. Applications for a zoning permit shall be accompanied by supporting material sufficient to determine compliance with the standards outlined in this section. The material shall include, but may not be limited to, a detailed site plan, street elevations, a height disclosure statement, and where necessary, the location of all public utilities. The information shall be sealed by a registered engineer, surveyor, architect or landscape architect licensed in the state. Applications for a zoning permit shall be filed on forms provided by the Planning Department. The Administrator will consider no incomplete applications. All applications will be reviewed by the Administrator within 21 working days from the date of submittal.

(Prior UDO, § 5.30) (Ord. ZTA-7-2016, passed 1-5-2017; Ord. passed - -; Ord. O-5-23, passed 4-6-2023) Penalty, see § 153.999

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

Case No. ZTA-6-2025

Applicant: City of Lincoln Planning Department

Request: ZTA-6-2025 - Zoning Text Amendments to Chapters 152 Flood Damage
Prevention 153 Unified Development Ordinance

Proposed Consistency Statement:

The proposed amendment aligns with the goals of the land use plan. Additionally, this text amendment clarifies the ordinance, making it more accessible for our citizens to read and understand.

Planning Board Vote:

6-0 in favor of Approval

Actions:

Approve ZTA-6-2025

or

Deny ZTA-6-2025

Motions:

Motion to approve the amendment and the Statement of Consistency for Approval

Or

Motion to deny the amendment and adopt the Statement of Consistency for Denial



LINCOLNTON
AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council
Date: January 8, 2026
From: Jean Derby, Planning Director
Subject: Facade Rehabilitation Grant Program — Updated Application

Summary:

Background:

Fiscal Impact:

Recommendation:

Attachments:

1. revised facade grant application 12.22.2025



City of Lincolnton Facade Rehabilitation Grant Program

What is the Facade Program?

An incentive to taxpayers who improve the appearance of their commercial property by retaining and preserving the historic character of the property:

This program provides grants covering 50% of the total cost for approved projects, with a maximum grant amount of \$2,500. Side facades on corner buildings are eligible for funding, as are rear facades, provided they are visible to the general public. Each eligible facade is considered separately if a building has more than one.

Encourages additional private reinvestment in existing infrastructure and supports attractive design projects that maintain the architectural character of older buildings.

Who may apply for the grant?

Building owners or tenants with the building owner's consent.

What buildings are eligible?

Any commercial building in Downtown Lincolnton that is over 50 years old, with a focus on improvements that significantly enhance the surrounding built environment.

Ineligible properties or businesses:

- Tax delinquent properties
- Properties not in good standing with City Utilities.
- National franchises
- Retail chain stores
- Properties used primarily for residential purposes
- Properties with a zoning or code enforcement violation

What storefront rehabilitation expenditures qualify?

Eligible expenditures include: exterior painting of previously painted surfaces and/or paint removal; appropriate exterior cleaning; masonry repair and tuckpointing; repair of architectural details or materials; repair of windows or window framing; removal of siding, false facades, and in-fill brick; removal of inappropriate or out-of-date signs; rehabilitation or compatible reconstruction of storefront; electrical work; removal or installation of awnings; and replacement of

transom glass.

Ineligible expenditures include: general maintenance; painting previously unpainted surfaces; interior rehabilitation; roof and chimney repairs; installation of aluminum, vinyl, stone, stucco, brick veneer, or other inappropriate building materials; sandblasting; improvements made before grant approval; and signs.

Rehabilitations must meet the Secretary of the Interior's "Standards for Rehabilitation" program standards, as attached, unless otherwise authorized by staff.

Colors used on exterior surfaces, signage, awnings, and related items must relate to the natural material colors of neighboring historic and nearby buildings. A palette of suggested colors is available from the Planning and Development Department.

Who decides to approve or reject a request?

Design review comprised of City Staff members and other strategic members approved by the City Manager.

What is the process for applying for a grant?

1. Meet with the City of Lincolnton Planning and Development Staff.
2. Complete application including required support materials.
3. A review will be completed by City staff and strategic members.
4. Applicants are notified by email of acceptance, acceptance with conditions, or rejection of the application.
5. Any changes to approved work during construction must be approved by the Planning and Development (P and D) office in writing.
6. Upon completion, the applicant sends copies of paid statements to the P and D office.
7. P and D office inspects completed work and disburses grant funds, provided work was completed in accordance with the application.

What other conditions apply?

1. Grants are based on the entire scope of the project. All work must be eligible and approved expenditures, or the total grant award is void.
2. All applications must be approved before commencement of work.
3. Each building facade is considered separately to meet the 50% matching rule.
4. Submission of a project does not ensure the project will be approved to receive funds. Grant awards are determined by the city committee's recommendations and the availability of funds.
5. Grant approval or changes to the scope of work in an approved project will be conveyed in writing.
6. Only one facade grant will be awarded per building facade per calendar year.

Examples

1. A property owner applies for a facade grant for an improvement to a commercial building storefront. The planned storefront improvement costs \$1,200. The applicant receives a 50% matching grant, which equals \$600 in this situation.
2. A property owner applies for a facade grant for planned storefront improvements totaling \$6,000. The applicant is awarded a matching grant of \$2,500.
3. A property owner is doing a total rehabilitation of a property's exterior, including awnings, removal of stucco over the original brick, and removal of brick-infilled windows. Because the building is on a corner with a side street, the front, rear, and one side are visible to the general public. Therefore, there are three eligible applications: the front, side, and rear facades.
4. A property owner renovated a commercial building storefront with assistance from a facade grant. The owner may apply for another facade grant for a different side of the same building if that side is visible to the general public during the same calendar year. However, the owner will need to wait until the next calendar year to apply for another facade grant for the storefront.

The Secretary of the Interior Standards

The Secretary of the Interior's Standards for Rehabilitation are 10 basic principles intended to help preserve the distinctive character of a historic building and its site while allowing reasonable changes to meet new needs. All facade changes must meet these standards.

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in

such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

I have read and understand these guidelines.

Signature of Applicant

Date

Signature of Property Owner (If different than applicant)

Date



City of Lincolnton
Façade Rehabilitation Grant Program

Location of Property: _____

Name of Property Owner/Tenant: _____

Mailing Address: _____

Telephone: _____ E-Mail: _____

Are you applying as the ☐ Property Owner or ☐ Tenant?

Building facade planned for renovation/rehabilitation:

☐ Front ☐ Side ☐ Rear

Please provide a detailed description of your plans for improving the building. Include a drawing or sketch that clearly shows the proposed renovations, specifying changes for each building in detail. For example, outline new paint schemes, awning sizes, placements, and colors, **along with two estimates from a licensed contractor** for the work.

Please Check:

☐ I have attached project plans, specifications, and other relevant information, including at least **two cost estimates** for the work to be done. This includes details about materials, color choices, and methodology.

☐ I have also attached a signed copy of the guidelines for the Lincolnton Façade Rehabilitation Grant Program, confirming that I have read and understood the program's requirements and intend to adhere to the guidelines.

☐ I understand that grant funds may be used only for the project described in this application. The work must be completed within twelve (12) months of the date of City staff approval, unless otherwise specified. All work must comply with state and local building codes and ordinances and, when necessary, be approved by the appropriate authorities. (Please note that all façade changes downtown require a zoning permit.)

☐ Additionally, I understand that this application must be reviewed before any

work begins on the project, and that no projects will be funded if any work is done before the application is approved. I also agree to allow inspection of my business records to verify all work completed on this project.

Signature of Applicant

Date

Signature of Property Owner (if other than Applicant)

Date

An aerial photograph of a city street grid. A large, irregular area of land parcels is highlighted in a semi-transparent blue color. The highlighted area is roughly bounded by Main St to the west, N 45th St to the north, and E 1st St to the south. It includes several blocks along Main St and extends eastward across multiple blocks. Street names are labeled throughout the map, including Main St, N 45th St, N 46th St, N 47th St, N 48th St, N 49th St, N 50th St, N 51st St, N 52nd St, N 53rd St, N 54th St, N 55th St, N 56th St, N 57th St, N 58th St, N 59th St, N 60th St, N 61st St, N 62nd St, N 63rd St, N 64th St, N 65th St, N 66th St, N 67th St, N 68th St, N 69th St, N 70th St, N 71st St, N 72nd St, N 73rd St, N 74th St, N 75th St, N 76th St, N 77th St, N 78th St, N 79th St, N 80th St, N 81st St, N 82nd St, N 83rd St, N 84th St, N 85th St, N 86th St, N 87th St, N 88th St, N 89th St, N 90th St, N 91st St, N 92nd St, N 93rd St, N 94th St, N 95th St, N 96th St, N 97th St, N 98th St, N 99th St, N 100th St, N 101st St, N 102nd St, N 103rd St, N 104th St, N 105th St, N 106th St, N 107th St, N 108th St, N 109th St, N 110th St, N 111th St, N 112th St, N 113th St, N 114th St, N 115th St, N 116th St, N 117th St, N 118th St, N 119th St, N 120th St, N 121st St, N 122nd St, N 123rd St, N 124th St, N 125th St, N 126th St, N 127th 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LINCOLNTON
AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council
Date: January 8, 2026
From: Jean Derby, Planning Director
Subject: Consideration to Reduce Subdivision Infrastructure Contract and Surety Bond for Clark Creek LLC

Summary:

Background:

Fiscal Impact:

Recommendation:

Attachments:

1. Clark Creek Landing Surety Bond Reduction Request



Consideration to Reduce the Amount of Subdivision Infrastructure Contract and Surety Bond - Clark Creek LLC



NOTARY PUBLIC _____
MY COMMISSION EXPIRES _____

CERTIFICATE OF APPROVAL FOR RECORDING
I HEREBY CERTIFY THAT THE SUBDIVISION PLAT TOWN HEREON HAS
BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE
CITY OF WASHINGTON, NORTH CAROLINA AND THAT THIS PLAT HAS BEEN
APPROVED BY _____ CH. 24
FOR RECORDATION IN THE LINCOLN COUNTY DEEDS OFFICE.

NEWSPRINT OFFICER _____ DATE _____

CERTIFICATE OF OWNERSHIP AND DEDICATION
I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY
SHOWN AND DESCRIBED HEREIN, WHICH IS LOCATED IN THE
PLANNING JURISDICTION OF THE CITY OF ANCHORAGE, AND THAT
I HEREBY ADOPT THIS PLAN OF DEDICATION WITH MY FREE CONSENT
AND ESTABLISH MINIMUM LOT SIZE AND BUILDING SETBACK LINES
AS NOTED.

NOTARY PUBLIC
BY COMMISSION EXPIRES: _____

NEW ORLEANS, LA 70112
36024 844-227
743.33.4200
© K. BROWN

[illegible]

ROAD 100

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NOW ON FOREWEET
 PAINTER, WILLIAM CLINTON LIPST
 PAINTER, GEORGE P LITE LUTAY
 DESIGN 1700-100
 PARCEL 10101
 R-OF & R-OD EUNING

CLARK CREEK
 LANDING

[illegible]

PROPOSED NUMBER OF UNITS: 148 SINGLE-FAMILY HOMES
148 TOWNHOMES
50 TOTAL UNITS (348 UNITS PER AC)
COMMON OPEN SPACE (COSOP) PROVIDED: 41.57 AC. (4.58%)
COSOP SITES AREA (COLLAPSED AREA INLOTS AND RIGHTS-OF-WAY
JOURNEY PLANNED) (MINIMUM/ALTERNATE DISTRICT (PUD)
PARCEL SEQUENCES
TYPICAL LOT AND TOWN DIMENSIONS
MIN. FRONT SETBACK: 20'
MIN. SIDE/REAR YARDS: 10'

[illegible]

STEFAN HORN INC
1040 2000-001
PARCEL #14703
A-OF 20000

11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000

73	72	71		70	69	68	67	66	65	64	63	62
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NOTES: _____
 1. FOR PERSONAL COMMERCIAL AND OTHER PURPOSES. NOTED.
 2. AREAS WERE CALCULATED BY COORDINATE METHOD.
 3. HUNTERS TRAPLINES AND FOWLING TRAPLINES 1965.

BASE SURVEY INFORMATION INCLUDING, BUT NOT LIMITED TO, BOUNDARY AND TOPOGRAPHIC INFORMATION OBTAINED FROM VERITAS LAND SERVICES, PC UNDER THE LICENSES OF J. MERRILL FISHER, PLS.

THIS PROPERTY MAY BE SUBJECT TO ANY EASEMENTS, RESTRICTIVE COVENANTS AND/OR EIGHT-OF-PARTS (EOP) RECORDS.

AREA BY COORDINATE METHOD, ALL DISTANCES SHOWN ARE HORIZONTAL.

ALL BEARS BEAT AT ALL PROPERTY CORNERS UNLESS OTHERWISE NOTED.

ALL CORNERS ARE PLUMB WITH THE GROUND UNLESS OTHERWISE NOTED.

THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN AN AREA OF A COUNTY.

NOW ON POSSIBLY
 GIVEN: WILFRED BROWN
 (MAY 1941-42)
 PARCEL #1206
 R BY BROWN

NOW ON POSSIBLY
 CARTER JOHN Z
 CARTER AMT W (BORN OF AM)
 POSSIBLY, ANY BORN OF

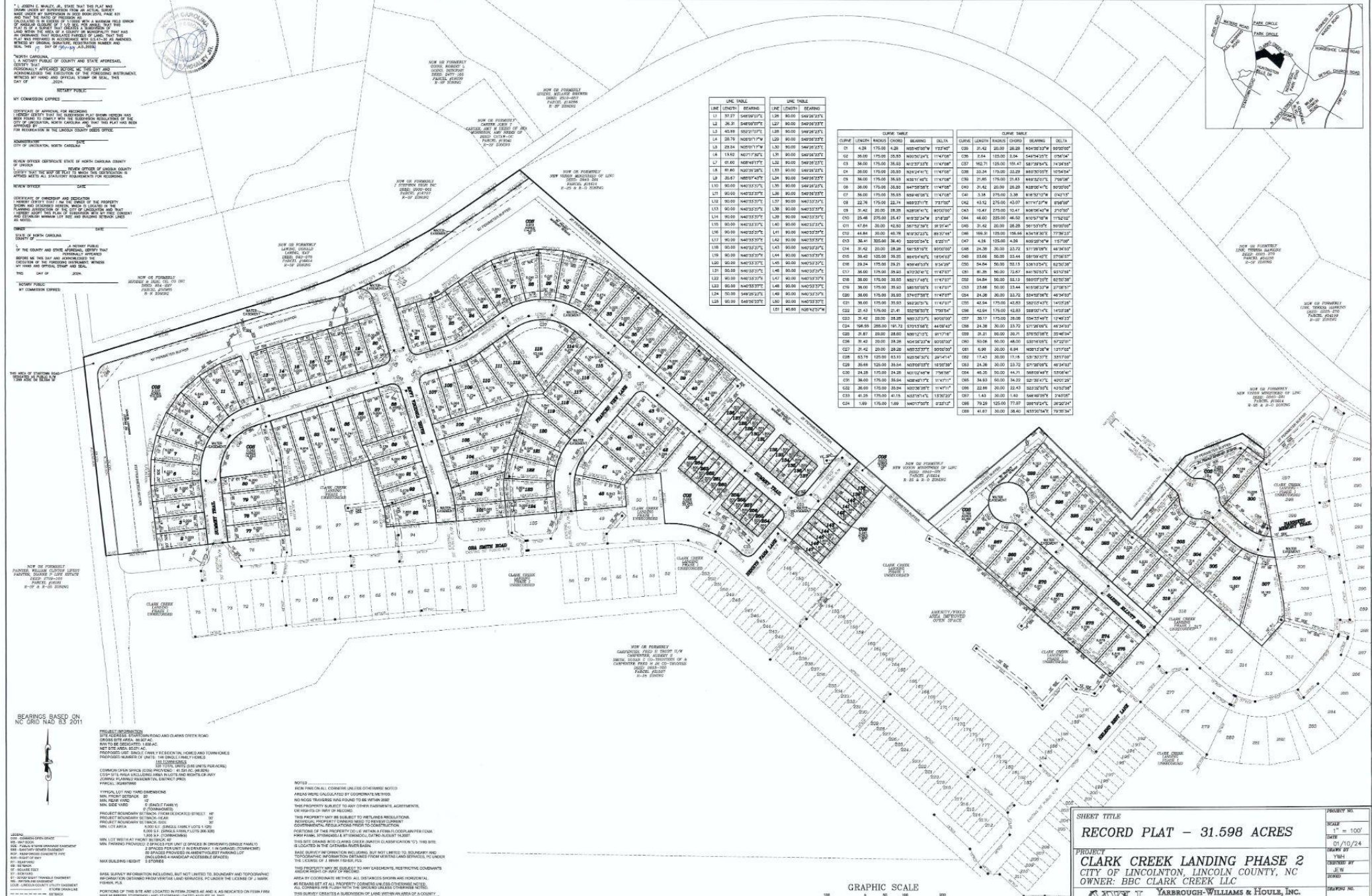
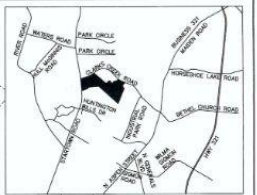
CLARK COUNTY
KENTUCKY
UNINCORPORATED

SMITH, DOUGLAS C 03-70
COMPUTER PRIN 31 JK
0000 0003-
PARCEL #210
B-25 CONTN

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LINE TABLE			LINE TABLE		
LINE	UNIT	BEARING	LINE	UNIT	BEARING
1	3.777	SW 25/23° 37'	136	93.00	SW 23° 37'
2	36.1	SW 25/23° 37'	137	93.00	SW 23° 37'
3	40.22	SW 25/23° 37'	138	93.00	SW 23° 37'
4	28.75	SW 25/23° 37'	139	93.00	SW 23° 37'
5	29.26	SW 25/23° 37'	140	93.00	SW 23° 37'
6	13.52	SW 27/23° 37'	141	93.00	SW 23° 37'
7	47.06	SW 27/23° 37'	142	93.00	SW 23° 37'
8	48.86	SW 27/23° 37'	143	93.00	SW 23° 37'
9	36.1	SW 27/23° 37'	144	93.00	SW 23° 37'
10	95.00	SW 27/23° 37'	145	93.00	SW 23° 37'
11	95.00	SW 27/23° 37'	146	93.00	SW 23° 37'
12	95.00	SW 27/23° 37'	147	93.00	SW 23° 37'
13	95.00	SW 27/23° 37'	148	93.00	SW 23° 37'
14	95.00	SW 27/23° 37'	149	93.00	SW 23° 37'
15	95.00	SW 27/23° 37'	150	93.00	SW 23° 37'
16	95.00	SW 27/23° 37'	151	48.86	SW 27/23° 37'
17	95.00	SW 27/23° 37'	152	93.00	SW 23° 37'
18	95.00	SW 27/23° 37'	153	93.00	SW 23° 37'
19	95.00	SW 27/23° 37'	154	93.00	SW 23° 37'
20	95.00	SW 27/23° 37'	155	93.00	SW 23° 37'
21	95.00	SW 27/23° 37'	156	93.00	SW 23° 37'
22	95.00	SW 27/23° 37'	157	93.00	SW 23° 37'
23	95.00	SW 27/23° 37'	158	93.00	SW 23° 37'
24	95.00	SW 27/23° 37'	159	93.00	SW 23° 37'
25	95.00	SW 27/23° 37'	160	93.00	SW 23° 37'
26	95.00	SW 27/23° 37'	161	93.00	SW 23° 37'
27	95.00	SW 27/23° 37'	162	93.00	SW 23° 37'
28	95.00	SW 27/23° 37'	163	93.00	SW 23° 37'
29	95.00	SW 27/23° 37'	164	93.00	SW 23° 37'
30	95.00	SW 27/23° 37'	165	93.00	SW 23° 37'
31	95.00	SW 27/23° 37'	166	93.00	SW 23° 37'
32	95.00	SW 27/23° 37'	167	93.00	SW 23° 37'
33	95.00	SW 27/23° 37'	168	93.00	SW 23° 37'
34	95.00	SW 27/23° 37'	169	93.00	SW 23° 37'
35	95.00	SW 27/23° 37'	170	93.00	SW 23° 37'
36	95.00	SW 27/23° 37'	171	93.00	SW 23° 37'
37	95.00	SW 27/23° 37'	172	93.00	SW 23° 37'
38	95.00	SW 27/23° 37'	173	93.00	SW 23° 37'
39	95.00	SW 27/23° 37'	174	93.00	SW 23° 37'
40	95.00	SW 27/23° 37'	175	93.00	SW 23° 37'
41	95.00	SW 27/23° 37'	176	93.00	SW 23° 37'
42	95.00	SW 27/23° 37'	177	93.00	SW 23° 37'
43	95.00	SW 27/23° 37'	178	93.00	SW 23° 37'
44	95.00	SW 27/23° 37'	179	93.00	SW 23° 37'
45	95.00	SW 27/23° 37'	180	93.00	SW 23° 37'
46	95.00	SW 27/23° 37'	181	93.00	SW 23° 37'
47	95.00	SW 27/23° 37'	182	93.00	SW 23° 37'
48	95.00	SW 27/23° 37'	183	93.00	SW 23° 37'
49	95.00	SW 27/23° 37'	184	93.00	SW 23° 37'
50	95.00	SW 27/23° 37'	185	93.00	SW 23° 37'
51	95.00	SW 27/23° 37'	186	93.00	SW 23° 37'
52	95.00	SW 27/23° 37'	187	93.00	SW 23° 37'
53	95.00	SW 27/23° 37'	188	93.00	SW 23° 37'
54	95.00	SW 27/23° 37'	189	93.00	SW 23° 37'
55	95.00	SW 27/23° 37'	190	93.00	SW 23° 37'
56	95.00	SW 27/23° 37'	191	93.00	SW 23° 37'
57	95.00	SW 27/23° 37'			

DUNE TABLE2				DUNE TABLE2			
CDR#	CDR#	CDR#	CDR#	CDR#	CDR#	CDR#	CDR#
C1	4.29	17.55	4.47	17.55	4.47	17.55	4.47
C2	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C3	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C4	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C5	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C6	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C7	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C8	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C9	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C10	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C11	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C12	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C13	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C14	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C15	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C16	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C17	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C18	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C19	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C20	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C21	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C22	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C23	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C24	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C25	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C26	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C27	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C28	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C29	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C30	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C31	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C32	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C33	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C34	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C35	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C36	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C37	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C38	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C39	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C40	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C41	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C42	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C43	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C44	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C45	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C46	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C47	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C48	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C49	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C50	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C51	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C52	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C53	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C54	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C55	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C56	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C57	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C58	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C59	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C60	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C61	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C62	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C63	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C64	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C65	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C66	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C67	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C68	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C69	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C70	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C71	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C72	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C73	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C74	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C75	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C76	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C77	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C78	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C79	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C80	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C81	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C82	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C83	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C84	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C85	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C86	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C87	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C88	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C89	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C90	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C91	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C92	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C93	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C94	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C95	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C96	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C97	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C98	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C99	36.00	15.00	35.83	14.97	35.83	14.97	35.83
C100	36.00	15.00	35.83	14.97	35.83	14.97	35.83



SHEET TITLE		PROJECT NO.
RECORD PLAT - 31.598 ACRES		SCALE
		1" = 100'
		DATE
		01/01/24
PROJECT		DRAWN BY
CLARK CREEK LANDING PHASE 2		YWH
CITY OF LINCOLNTON, LINCOLN COUNTY, NC		DESIGNED BY
NC OWNER: BBC CLARK CREEK LLC		J-E-W
		CHECKED
		DRAWING NO.
YARRBOUGH-WILLIAMS & HOULE, INC. Planning • Surveying • Engineering 7520 Winkler Oak Court Charlotte, North Carolina, 28273 704.566.1000 704.566.0500(fax)		XX-XX
NC CONTRACT REGISTRATION # - 6470		P.O. Box 1138 Forestburg, North Carolina, 28034 704.566.1000
		Sheet 1 of 1

§ 153.385 FINAL SUBDIVISION PLAT SUBMISSION AND REVIEW.

(A) *Application.* This section shall apply to both major and minor subdivisions.

(B) *Preparation of final plat and installation of improvements.*

(1) Upon approval of the preliminary plat, the subdivider may proceed with the preparation of the final plat, and the installation of or arrangement for required improvements in accordance with the approved preliminary plat and the requirements of these regulations. Prior to approval of a final plat, the subdivider shall have installed the improvements specified in these regulations or guaranteed their installation as provided herein. The final plat shall constitute only that portion of the preliminary plat that the subdivider proposes to record and develop at that time. The portion shall conform to all requirements of these regulations and shall depict the subdivision, or portion thereof, in substantially the same form and layout as that approved in the preliminary plat. Otherwise, the final plat may not be approved. Only that portion of the subdivision proposed for final plat approval and recordation in the Deeds Office shall be shown on the final plat.

C) *Improvements guarantees.*

(1) *Agreement and security required.* 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 whereby the subdivider shall agree to complete all required improvements. 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. To secure this agreement, the subdivider shall provide to the City Council either one, or a combination of the following guarantees. The amount of the guarantee shall be equal to one and twenty-five one-hundredths times the cost of installing all required improvements. All guarantees shall be subject to the approval of the City Council (based on recommendations from the city's Director of Public Works and Utilities) and shall be made payable to the city.

(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 as the improvements are accepted by the City Council.

(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 an official depository of the city.

(ii) *Release of guaranteed security.* The City Council may authorize the City Manager to release a portion of any security posted as the improvements are completed and approved by the city, and once the required infrastructure as-builts have been provided to the city. The funds shall then be released within ten days after the corresponding improvements have been so approved.

Date of Estimate 6/12/2024				
Bond/Letter of Credit Cost Estimate				
	Project & Phase: Clark Creek Landing Phase I			
	Company: Yarbrough-Williams & Houle, Inc.			
	Engineer: Vincent G. Keene			
	Address: P.O. Box 1198 Pineville, NC 28134			
	Phone: 704-556-1990			
Email: vincek@y-wh.com				
		I, Vincent G. Keene, PE, a Registered Licensed Professional do hereby certify that I have personally supervised the measurement thereof and that the quantities expressed herein represent an accurate measurement of work to be completed on this project.		
DESCRIPTION	QUANT.	UNIT	UNIT PRICE incl. Materials and Labor	TOTAL COST
Miscellaneous Items				
Buffer Plantings	2677	EA	\$135.00	\$361,395.00
Other Project Specific Items Required <i>(add as required)</i>				
Construction Subtotal				\$361,395.00
Contingency - 25% (NC Statutes)				\$90,348.75
BOND TOTAL				\$451,743.75

SITE IMPROVEMENT
 Performance Bond Bond # PB11526600079

KNOW ALL PERSONS BY THESE PRESENTS: That we BBC Clark Creek LLC

Principal, and Philadelphia Indemnity Insurance Company,
 a corporation authorized to do surety business in the State of North Carolina
 as Surety, are held and firmly bound unto City of Lincolnton

as Oblige, in the sum of Four Hundred Fifty One Thousand Seven Hundred Forty Three and 75/100
 Dollars (\$ 451,743.75) lawful money of the United States of America, for which
 payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors,
 and assigns firmly by these presents.

WHEREAS, the Principal has entered into an agreement with the Oblige, guaranteeing only that the
 Principal will complete site improvements as per estimate prepared by: Yarbrough-Williams & Houle Inc.

Clark Creek Landing Phase 1, Buffer Plantings attached to and made a part hereof at certain land known as

all of which improvements shall be completed on or before the date
set forth in the agreement or any extension thereof, and the Principal provides this bond as security for
such agreement.

NOW, THEREFORE, the condition of this obligation is such, that if the Principal shall carry out all the
 terms of said agreement relating to the site improvements only and perform all such work as set forth in
 the attached agreement, then this obligation shall be null and void; otherwise, to remain in full force and
 effect.

No party other than the Oblige shall have any rights hereunder as against the Surety.
 The aggregate liability of the Surety on this bond obligation shall not exceed the sum stated above for
 any reason whatsoever.

SIGNED, SEALED AND DATED THIS 24th DAY OF June, 2024.

PRINCIPAL:

BBC Clark Creek LLC

By:

SURETY:

Philadelphia Indemnity Insurance Company

By:

Kathleen M. Coen, Attorney-in-Fact

Surety Phone No. 610-206-7836

Staff recommend the following action:

1. Recommend approval to reduce both Surety Bonds for the amount listed in the packet and revise the Agreement for Completion of Improvements

Motion:

Motion to approve as recommended by staff



LINCOLNTON
AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council
Date: January 8, 2026
From: Carol Avery
Subject: Presentation of the Fiscal Year 24/25 Financial Statements

Summary:

Background:

Fiscal Impact:

Recommendation:

Attachments:

None



LINCOLNTON
AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council
Date: January 8, 2026
From: Pamela McBryde, Finance Director
Subject: Approval of Amendment to the Annual Budget Ordinance for the fiscal year ending June 30, 2026

Summary:

Background:

Fiscal Impact:

Recommendation:

Attachments:

1. BA-01-26

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-01-26

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	\$	2,719
Police		16,580
Solid Waste		1,890
Bus & Comm. Dev		930
Recreation		410
	\$	22,528

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

SW: Rollout Fees	\$	1,890
PD: Report/Fingerprint Fees		560
PD: Misc. Revenue		16,020
General: Online Convenience Fees		2,607
Rec: Sponsorships		210
BC&D: Event Fees		930
General: Misc. Revenue		35
General: Insurance Settlement		72
Rec: Veterans Banner Project		200
General: Federal Equitable Deposits		5
	\$	22,528

General Fund: Police Dept. revenues- reports/fingerprint fees, DSS off-duty, solid waste rollout sales, NC Farm Bureau Mutual Settlement-sign damage @ Highland/Buffalo Shoals, P&R Sports Program(s) Sponsorship, Special Events collections, Veteran Banners donations, and Federal Equitable interest income .

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

Powell Bill Construction/Other	\$	47,102
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Section 4: To amend the Powell Bill Fund, the revenues are to be changed as follows:

Powell Bill Allocation	\$	47,102
------------------------	----	--------

\$	47,102
----	--------

Powell Bill Fund: 2nd Allocation - increase in funding.

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

Water Treatment Plant	\$	168,325
Distribution and Collection		12,980
Wastewater Treatment Plant		338,198
	\$	519,503

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

Connection Charges	\$	9,240
Loan Proceeds		338,198
Other Operating Revenues		172,065
	\$	519,503

Water and Sewer Fund: Auto-pay draft fee, Convenience Fees, Water Connections, and PFAS Settlement Payments from Dupont, and SEL-W-0057 Loan Installment (WWTP Clarifier Project).

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

Electric Operations	\$	29,831
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Section 8: To amend the Electric Fund, the revenues are to be changed as follows:

Investment Income	\$	28,180
Other Operating Revenue		1,651
	\$	29,831

Electric Fund: Auto-pay draft fee, Online convenience fees, returned check fee, Debt Setoff payments, and interest income.

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	\$	618,964
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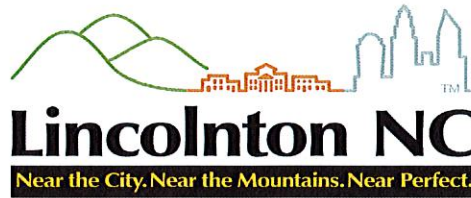
Adopted this 8th day of January, 2026

Attest:

Daphne Ingram
City Clerk

Edward L Hatley
Mayor

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



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

MEMORANDUM

To: Mayor and City Council Members

Through: Ritchie Haynes, City Manager

From: Tanya Osborne, Human Resources Director 

Re: Potential Revision of Police Department Position Classification Listing Due to Restructure of Department
Revision 2025/2026 Police Dept Salary Schedule-Position Classification Listing

Date: January 8, 2026

Due to the recent retirement of a non-sworn position within the Police Department, Chief Greene has presented a proposed restructuring of the department which will require revisions to the Salary Schedule-Position Classification listing if approved.

Based upon City Council's decision regarding the Police Chief's request, one of the two following options would be followed:

1. If City Council does not approve Chief's department restructuring proposal:
No additional action is required.
2. If City Council approves of Chief's department restructuring proposal:
The attached revised COL Police Salary Schedule-Position Classification Listing requires City Council approval.

Attachment: Proposed City of Lincolnton Police Salary Schedule-Position Classification Listing Effective 01-08-2026 as proposed by the Police Chief

Salary Schedule-Position Classification
LEO Effective January 8, 2026

<u>Grade</u>	<u>Position Title</u>	<u>Minimum- rounded</u>	<u>Midpoint- rounded</u>	<u>Maximum- rounded</u>	<u>Schedule</u>	<u>FLSA</u>
50		\$ 41,738.12	\$ 52,172.66	\$ 62,607.19	A	
51		\$ 43,825.03	\$ 54,781.29	\$ 65,737.55	A	
52	Police Cadet	\$ 46,016.28	\$ 57,520.35	\$ 69,024.42	A	N
53		\$ 48,317.10	\$ 60,396.37	\$ 72,475.64	A	
54	Police Officer I	\$ 50,732.95	\$ 63,416.19	\$ 76,099.43	A	N
55	Police Officer II	\$ 53,269.60	\$ 66,587.00	\$ 79,904.40	A	N
56	Master Police Officer	\$ 55,933.08	\$ 69,916.35	\$ 83,899.62	A	N
57		\$ 58,729.73	\$ 73,412.17	\$ 88,094.60	A	
58	Police Sergeant	\$ 61,666.22	\$ 77,082.77	\$ 92,499.33	A	N
59	Police Lieutenant	\$ 64,749.53	\$ 80,936.91	\$ 97,124.30	A	N
60		\$ 67,987.01	\$ 84,983.76	\$ 101,980.51	A	
61	Police Captain	\$ 71,386.36	\$ 89,232.95	\$ 107,079.54	A	N
62		\$ 74,955.68	\$ 93,694.59	\$ 112,433.51	A	
63		\$ 78,703.46	\$ 98,379.32	\$ 118,055.19	A	
64	Police Major	\$ 82,638.63	\$ 103,298.29	\$ 123,957.95	A	E
65		\$ 86,770.56	\$ 108,463.20	\$ 130,155.85	A	
66		\$ 91,109.09	\$ 113,886.36	\$ 136,663.64	A	
67	Police Chief	\$ 95,664.55	\$ 119,580.68	\$ 143,496.82	A	E
68		\$ 100,447.77	\$ 125,559.72	\$ 150,671.66	A	
69		\$ 105,470.16	\$ 131,837.70	\$ 158,205.24	A	
70		\$ 110,743.67	\$ 138,429.59	\$ 166,115.51	A	



Position Reclassifications

The upcoming retirements of a Captain and civilian Evidence Tech position has given the police department a unique opportunity to reclassify some positions to make our department more efficient and balanced.

Proposed Changes:

1. Reduce Captain Positions from three (3) to two (2) by combining the Criminal Investigation/Narcotics Division and Support Services Division
2. Reclassify a Captain Position and an Evidence Tech Position to two (2) Police Lieutenant Positions
3. Hire part-time Evidence Tech for 15 to 20 hours per week.

Current Classification		Proposed Reclassification	
Position	Number	Position	Number
Chief	1	Chief	1
Major	1	Major	1
Captain	3	Captain*	2
Lieutenant	0	Lieutenant*	2
Sergeant	8	Sergeant	8
Detective	4	Detective	4
Downtown Officer	1	Downtown Officer	1
School Resource	5	School Resource	5
Police Officer	20	Police Officer	20
Civilian Positions	3	Civilian Positions*	2
Total	46	Total	46

*Proposed changes

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Current Salary Schedule-Position Classification LEO (Effective July 1, 2025)

<u>Grade</u>	<u>Position Title</u>	<u>Minimum- rounded</u>	<u>Midpoint- rounded</u>	<u>Maximum- rounded</u>
52	Police Cadet	\$ 46,016.28	\$ 57,520.35	\$ 69,024.42
53		\$ 48,317.10	\$ 60,396.37	\$ 72,475.64
54	Police Officer I	\$ 50,732.95	\$ 63,416.19	\$ 76,099.43
55	Police Officer II	\$ 53,269.60	\$ 66,587.00	\$ 79,904.40
56	Master Police Officer	\$ 55,933.08	\$ 69,916.35	\$ 83,899.62
57		\$ 58,729.73	\$ 73,412.17	\$ 88,094.60
58	Police Sergeant	\$ 61,666.22	\$ 77,082.77	\$ 92,499.33
59		\$ 64,749.53	\$ 80,936.91	\$ 97,124.30
60	Police Captain	\$ 67,987.01	\$ 84,983.76	\$ 101,980.51
61		\$ 71,386.36	\$ 89,232.95	\$ 107,079.54
62		\$ 74,955.68	\$ 93,694.59	\$ 112,433.51
63		\$ 78,703.46	\$ 98,379.32	\$ 118,055.19
64	Police Major	\$ 82,638.63	\$ 103,298.29	\$ 123,957.95
65		\$ 86,770.56	\$ 108,463.20	\$ 130,155.85
66		\$ 91,109.09	\$ 113,886.36	\$ 136,663.64
67	Police Chief	\$ 95,664.55	\$ 119,580.68	\$ 143,496.82

Proposed Salary Schedule-Position Classification LEO

<u>Grade</u>	<u>Position Title</u>	<u>Minimum- rounded</u>	<u>Midpoint- rounded</u>	<u>Maximum- rounded</u>
52	Police Cadet	\$ 46,016.28	\$ 57,520.35	\$ 69,024.42
53		\$ 48,317.10	\$ 60,396.37	\$ 72,475.64
54	Police Officer I	\$ 50,732.95	\$ 63,416.19	\$ 76,099.43
55	Police Officer II	\$ 53,269.60	\$ 66,587.00	\$ 79,904.40
56	Master Police Officer	\$ 55,933.08	\$ 69,916.35	\$ 83,899.62
57		\$ 58,729.73	\$ 73,412.17	\$ 88,094.60
58	Police Sergeant	\$ 61,666.22	\$ 77,082.77	\$ 92,499.33
59	Police Lieutenant*	\$ 64,749.53	\$ 80,936.91	\$ 97,124.30
60		\$ 67,987.01	\$ 84,983.76	\$ 101,980.51
61	Police Captain*	\$ 71,386.36	\$ 89,232.95	\$ 107,079.54
62		\$ 74,955.68	\$ 93,694.59	\$ 112,433.51
63		\$ 78,703.46	\$ 98,379.32	\$ 118,055.19
64	Police Major	\$ 82,638.63	\$ 103,298.29	\$ 123,957.95
65		\$ 86,770.56	\$ 108,463.20	\$ 130,155.85
66		\$ 91,109.09	\$ 113,886.36	\$ 136,663.64
67	Police Chief	\$ 95,664.55	\$ 119,580.68	\$ 143,496.82

*Proposed Changes

Lieutenant Positions:

Currently the patrol division has two rotations which are divided into three shifts with each consisting of two (2) Sergeants and 10 Officers. The Lieutenant would focus on managing a rotation to make sure each shift has coverage. This would allow the Sergeants to focus on managing the shifts. The Lieutenant would handle all vacation and sick requests as well as complaints and other issues. This would allow our Shift Sergeants to concentrate on managing the shift and calls.

Captain Positions:

We currently have three (3) Captain Positions that oversees our Patrol, Criminal Investigation/Narcotics, and Support Services. Currently, the Patrol Captain oversees four (4) Sergeants and 20 Officers. The Criminal Investigation/Narcotics Captain oversees two (2) Sergeants and four (4) Detectives. The Support Services Captain oversees two (2) sergeants, five (5) School Resource Officers (SRO), and our part-time officers.

Under this reclassification the department would combine the Criminal Investigation/Narcotics and Support Services Divisions so that one Captain would oversee four (4) Sergeants, four (4) detectives, five (5) SROs and our part-time officers. This makes the Captain Positions more equal.

Part-Time Evidence Tech:

The department would hire a part-time Evidence Tech to manage our evidence room. This position would be for 15 to 20 hours a week. The department believes we would have several retired police officers that would be good candidates for this position so the transition should be easy.

Estimated Salary Costs:

As of December 15, 2025, our current total yearly salaries are \$2,841,044.75. Since officer's salaries are different the cost the actual cost is hard to determine. Under the proposed reclassification the total estimated salaries after promotions are \$2,837,345.89 to \$2,842,272.52. These costs are well below the police department's current salary budget of \$2,960,135.53. This would include adding the Police Lieutenant Position to Grade 59 and moving the Captain Position to Grade 61.

Benefits of Reclassification:

1. **Additional Police Officer** – Replaces a civilian position with a sworn police officer position.

2. **More Promotional Opportunities** – Instead of a promotion for one (1) Captain and one (1) Sergeant we would now have promotional opportunities for two (2) Lieutenants and two (2) Sergeants.
3. **Patrol Division Help** – The reclassification would add two additional police officers to our patrol division through the Lieutenant Positions. This would also make our patrol division more efficient by spreading out responsibilities. Sergeants can concentrate on shifts and calls while Lieutenants handle administrative duties.
4. **Balance Captain Positions** – The reclassification would balance our captain positions out with a more equitable distribution of positions under their span of control.



LINCOLNTON
AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council
Date: January 8, 2026
From: Brian Greene
Subject: Update on Tow Rotation Procedures

Summary:

Background:

Fiscal Impact:

Recommendation:

Attachments:

None



LINCOLNTON
AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council
Date: January 8, 2026
From: Ryan Heavner, Fire Chief
Battalion Chief Brent McConnell
Subject: Consideration of Ladder Truck Purchase for Fire Department

Summary:

Background:

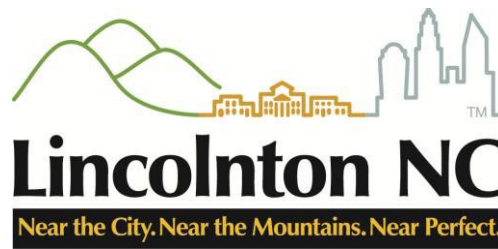
Fiscal Impact:

Recommendation:

Attachments:

1. KME Ladder Recommendation Letter Final
2. Lincolnton FD Purchasing Agreement
3. Lincolnton FD Proposal 12.15.2025
4. Lincolnton FD CO#1

Brent McConnell
Battalion Chief



FIRE
DEPARTMENT

To: City Manager, Richard Haynes
CC: Assistant City Manager, Scott Clark
From: Battalion Chief, B. McConnell
Date: 12/17/2025

Mr. Haynes,

Thank you for your time and thoughtful consideration regarding the critical Ladder 1 replacement project. I recognize the budgetary complexities you manage, and I assure you the Fire Department's request is grounded in operational necessity and fiscal prudence. Specifically, while a new custom-ordered aerial is currently projected to cost between \$3 million and \$3.5 million, this production opportunity allows us to secure an apparatus for \$2.25 million saving the city of Lincolnton approximately \$1 million while accelerating the delivery time.

After nearly two decades of heavy frontline service, our 2007 Pierce Dash shows the significant physical toll of constant emergency response. We are now seeing the compounding effects of years of high-idle time and hard miles, resulting in maintenance requirements that are increasingly frequent, costly, and difficult to forecast.

- **Repair Costs:** Over the last three years, repair costs have totaled \$116,100.41. This substantial amount represents approximately 67% of the department's annual equipment and vehicle maintenance line items on average.
- **Downtime:** This apparatus has been out of service for a considerable amount of time over this same time period. Notably our department had to rely on a neighboring volunteer fire department's aerial apparatus to perform a high angle rescue at Emmanuel Lutheran Church on September 10th, 2025.
- **Impending Major Failure Risk:** These figures exclude any major drivetrain or component replacements, which based on the vehicle's age and my experience in emergency vehicle maintenance, are highly probable and could easily exceed \$100,000. We are at a point where costly, foreseeable repairs are imminent.

The Unprecedented Opportunity: Reduced Cost and Accelerated Delivery

We have been presented with a compelling, time-sensitive opportunity to secure a retail production slot from our trusted dealer, Safe Industries. This is a chance to acquire a new, high-quality apparatus with significant advantages over the traditional custom-build process:

Key Advantage	Custom-Specified Unit	Retail Production Slot (This Offer)	Benefit to City
Cost	\$3M - \$3.5M	\$2.25M	\$1M in Capital Savings
Standard Wait Time	42+ months	14-18 months	Eliminates Long Operational Risk Period
Production Target	4 Years	1.5 Years	Rapid Deployment

This production unit is a reputable KME apparatus, a brand trusted by major North Carolina departments including Asheville and many other local municipalities. While offering substantial cost savings, the unit still affords us the flexibility to make crucial modifications to best suit the City's specific operational needs.

By contrast, our neighbor, North 321 Volunteer Fire Department, recently experienced a wait time of over 48 months for their apparatus. This opportunity bypasses those typical, debilitating delays.

I have personally inspected a similar KME unit and am strongly confident that this apparatus will meet the rigorous demands of the city and the department for many years to come.

In summary, a review of historical data, maintenance records, and consensus standards makes a compelling case that it is fiscally and operationally necessary to begin working on a solution for the replacement of Ladder 1.

As the City continues its trajectory of growth, with an increasing density of multistory and multi-family structures, the reliance on a fully functional, reliable aerial apparatus is paramount for community safety. This retail production slot offers us the rare chance to secure a critical asset while delivering maximum value through significant cost reduction and unprecedentedly fast deployment.

I look forward to discussing this time-sensitive proposal with you at your earliest convenience.

Respectfully,

Brent N McConnell

Brent N. McConnell

Mailing Address:

P.O. Drawer 617
Lincolnton, NC 28093

Lincolnton Fire Department

Telephone: 704-736-8920
<http://www.lincolntonnc.org>

Physical Address:

116 W Sycamore St.
Lincolnton, NC 28092

Purchase Agreement

Date: _____

Purchaser's Legal Name(s): _____
(Please Print)

Address: _____ County: _____

Contact: _____ Phone Number: _____ Mobile: _____
(Please Print)

Email: _____

Year:	Make:	Model:	Truck #:
VIN:	Odometer Reading No Accurate		

Surcharge Disclosure
Final Pricing Shall be Subject to Surcharges Incurred on the Materials and Products Required to Build and Provide your Products. Final Invoices will Include a Line Item Labeled "Surcharge" Along with the Applicable Surcharge Amount. This is not a Negotiable Discussion with Safe Industries as we are Passing Through Costs Required to Build and Provide your Products. Authorized Purchaser Initials: _____ Authorized Dealer Initials: _____
Agreement
This Agreement and any documents which are a part of this transaction or incorporated herein comprise the entire agreement affecting this Retail Purchase Agreement and no other agreement or understanding of any nature concerning the same has been made or entered into or will be recognized. I have read all of the terms and conditions of this Agreement and agree to them as if they were printed above my signature. I further acknowledge receipt of a copy of this Agreement. This Agreement shall not become binding until signed and accepted by an Authorized Dealership Representative. Purchaser Signature _____ Date _____ Accepted by Authorized Dealership Representative _____ Date _____
Warranty Statement
Pursuant to South Carolina Law, this Vehicle is sold by us with the implied warranties. No express warranties are given by our Dealer unless the box beside "Our Used Vehicle Limited Warranty Applies" is marked below. Any warranties by a manufacturer or supplier other than our Dealer are theirs, not ours, and only such manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the Vehicle and the related goods and services. CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) The information you see on the Buyer's Guide for this Vehicle is part of this contract. Information on the Buyer's Guide overrides any contrary provisions in the contract of sale. Our Used Vehicle Limited Warranty Applies. We are providing the attached Used Vehicle Limited Warranty in connection with this transaction.

Pricing Structure	
(1) Price of Vehicle(s)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
(10)	
(11) Total Price (1-10)	
(12) Performance Bond	
(13) Total (11-12)	
(14) Prepayment Discount	
(15) Less Trade in Allowance	
(16) Total Price (13 minus 14 & 15)	
(17) Deposit (Down Payment)	
(18) Balance Due	

Additional Agreement Between the Dealer and the Purchaser(s):

1. **Terms Used In This Agreement:** This Purchase Agreement contains the following words and phrases that appear throughout this Agreement and have particular meanings:
 - Agreement - Means all of the pages of this Purchase Agreement together with any documents incorporated into this Agreement by reference,
 - whether such reference is made in this Agreement or in the document itself.
 - You, Your - Means the Purchaser(s) identified in this Agreement.
 - We, Us, Our - Means the Dealer that is identified in this Agreement and its Authorized Representatives.
 - Manufacturer - Means the company that manufactured the Vehicle.
 - Vehicle - Means the Vehicle that you are purchasing from us as described in this Agreement.
 - Trade-In Vehicle - Means the vehicle you are delivering to us as part of this transaction as identified in this Agreement.
2. **Preconstruction Meeting:** Upon request (at time of order) by either party, a preconstruction conference may be conducted to ascertain and confirm customer requirements with respect to the Apparatus ordered by Buyer. Both parties agree that the pre-build conference will be conducted no later than thirty (30) business days from execution of this Contract.
3. **Change Orders:** Changes to this contract may be requested by the Buyer after the execution and the acceptance of this contract by the Dealer. Changes will be reviewed for cost and schedule impact by the Dealer and the Buyer. Changes will be sequentially numbered. Change Orders will be prepared by the Dealer and executed by the Buyer. The price of the Apparatus will be adjusted to take into account any Change Orders. Any and all Change Orders may extend the completion and delivery of the Apparatus, and any such extension shall be specified in the applicable change order or the completion and delivery date of the Apparatus shall be altered by the applicable change order. A Change Order shall be required for any and all Changes to the Specification and/or Loose Equipment.
4. **Final Inspection:** The Dealer requires, and the Buyer agrees, that the unit will be inspected within seven (7) days of notice that the unit has been completed.
5. **Delivery Terms:**

6. **Liquidated Damages:** (Please Check One. If Yes Complete the section below): No Yes
Should the delivery of the Apparatus be delayed, the Dealer has agreed to pay as liquidated damages the sum of _____ per day.
Starting _____ days after receipt of signed and accepted Sales Contract by the manufacturer
Starting _____ days after receipt of approved Chassis by the manufacturer
Starting on day _____
The final payment amount will be adjusted based on the total liquidated damages charges. The liquidated damages clause excludes delays due to war, fire, labor disputes, acts of God, governmental regulations, supplier issues beyond the Company and/or the manufacturer's reasonable control. Any changes after order submittal, including those made during a pre-construction conference, may void any penalty clauses or require that delivery and penalty be re-negotiated in good faith by both parties.
7. **Performance Bond:** Yes No
As part of the Dealer's obligations under the terms of this contract, the Dealer shall provide a Performance Bond in a form that is acceptable to Buyer and its insurer for an amount equal to 100% of the contract price. The Buyer will not be required to make any payment hereunder until such Bond is provided by the Dealer and approved by Buyer's insurance agent. The price of the performance bond is included in the total Contract amount set forth in this contract. In the event no payment is due until after final delivery and acceptance of the Apparatus, Buyer, in its sole discretion may waive the need for the Performance Bond.

8. **Tag On / Additional Orders:** At its sole discretion, the Dealer may allow the terms of this contract to be extended to both the Buyer and similar agencies for the purchase of a similar unit(s) under similar terms for a period of 36 months from the date of the execution of this contract. Should the Dealer choose to exercise this option, it will be permitted to adjust the contract pricing to account for equitable price adjustments associated with the change in the cost of the materials used to produce the unit as well as normal manufacturer yearly price increases. If there are any changes between the unit(s) purchased via this contract and any subsequent orders, those changes must be documented via properly signed and executed change orders, including any necessary price adjustments. If the purchasing agency is not the Buyer, a separate contract will be required to complete the additional purchases. This includes any similar Apparatus, Loose Equipment options, and Service and Warranty Plans.
9. **Your Representations Regarding the Trade-In Vehicle:** Any Trade-In Vehicle delivered in connection with this transaction shall be accompanied by a Certificate of Title or documents sufficient to enable us to obtain a Certificate of Title to the Trade-In Vehicle in accordance with applicable state law. You warrant that the Trade-In Vehicle delivered to us is properly titled to you, has never been titled as or declared a total loss, salvage, junk, rebuilt, flood, or lemon buyback vehicle; that you have the right to sell or otherwise convey such vehicle; that such vehicle is free and clear of liens or encumbrances, except as may be noted in this Agreement; all emissions control equipment is on the vehicle and in satisfactory working order; and, unless you have told us otherwise, that you have not removed any equipment from the vehicle subsequent to our appraisal and that the odometer reading shown is accurate.
10. **Trade-In Vehicle Payoff:** If you are delivering a Trade-In Vehicle in connection with this transaction and the actual amount of the Balance Owed on the Trade-In Vehicle is greater than the amount of the Balance Owed as listed in this Agreement, you agree to pay the difference to us. If the actual amount of the Balance Owed is less than the amount listed, we will pay or credit the difference to you.
11. **Our Appraisal of Your Trade-In Vehicle:** If you are delivering a Trade-In Vehicle to us in connection with this transaction and the delivery will not be made until delivery of the Vehicle being purchased from us, we shall have the right to reappraise your Trade-In Vehicle at the time of delivery. The reappraised amount shall be the amount allowed for the Trade-In Vehicle in this transaction. If you are dissatisfied with the reappraisal, you may cancel this Agreement with full refund of any Deposit/Down Payment, provided that the cancellation occurs prior to you taking delivery of the purchased Vehicle.
12. **Our Right to Increase the Price:** We may increase the price of the Vehicle after we accept this Agreement if the Trade-In Vehicle is reappraised, new equipment is required by state or federal law, or the increase is caused by state or federal tax rate changes. If the price is increased, you may cancel this Agreement with full refund of any Deposit/Down Payment, provided that the cancellation occurs prior to you taking delivery of the purchased Vehicle.
13. **Remedies Upon Rightful Cancellation:** You agree that we are not liable for any damages resulting from our failure to deliver the Vehicle if the failure is caused by the manufacturer, an accident, fire, act of nature or any other causes beyond our control. This Agreement may be renegotiated or canceled (with full refund of any Deposit/Down Payment) if the Vehicle is not delivered to you on the date specified. If you have delivered a Trade-In Vehicle to us, the Trade-In Vehicle will be returned to you if we have not already sold it. If we have already sold the Trade-In Vehicle, we will refund the agreed upon Trade-In Allowance. Regardless of whether we return the Trade-In Vehicle or have already sold it, you shall be responsible for paying to us the Balance Owed on the Trade-In Vehicle if we have paid the Balance Owed to the Lienholder. We may keep any portion of the amount you have paid to us as a Deposit/Down Payment and any Trade-In Allowance we owe to you to offset against the amount you owe us. If the actual amount you owe to us is greater than the amount of the Deposit/Down Payment, you agree to pay the difference to us. If the actual amount you owe is less than the amount of the Deposit/Down Payment, we will pay the difference to you. You are responsible for paying the cost of repairing any damage and any other losses, liabilities, damages, claims, costs and expenses arising out of your use, possession and control of the Vehicle.

- 14. Purchaser's Default and Dealer's Remedies:** In the event you have agreed to pay the Amount to be Financed in cash or financing is being obtained by you through a credit source of your choice and we do not receive the Amount to be Financed from you at the time of delivery of the Vehicle or on the date promised in this Agreement, you fail to perform any of your other obligations under this Agreement, or you breach any representation or warranty made by you to us, we shall be permitted, at our sole discretion, to the choice of remedies in this Agreement, which may be used separately or together, including: (1) cancel this Purchase Agreement; (2) repossess the Vehicle without notice (if permitted by law); (3) rescind the sales transaction; (4) seek collection for amounts due; (5) retain any cash down payment made by you; and/or (6) in the event that you have delivered a Trade-In Vehicle as part of the consideration for your purchase of the Vehicle from us, to sell such Trade-In Vehicle and reimburse the Dealer out of the proceeds of such sale for any reasonable expenses incurred in connection with preparing and offering the Trade-In Vehicle for sale and any actual damages suffered by us as a result of your default. Regardless of whether we return the Trade-In Vehicle or have already sold it, you shall be responsible for paying to us the Balance Owed on the Trade-In Vehicle if we have paid the Balance Owed to the Lienholder and for any reasonable expenses incurred by us in connection with preparing or reconditioning the Trade-In Vehicle for sale. Any remedies in this Paragraph shall be in addition to, and not in lieu of, any other remedies available under the Purchase Agreement or at law or equity. Any waiver of all or part of a remedy hereunder is not a continuing waiver. If the actual amount you owe to us is greater than the amount of the down payment and/or proceeds from the sale of your Trade-In Vehicle, you agree to pay the difference to us upon demand and if the actual amount you owe is less, then we will pay the difference to you.
- 15. Governing Law:** The terms and conditions of this agreement, including any documents which are a part of this transaction or incorporated herein by reference, and any sale hereunder will be governed by the laws of the state of _____. Each party irrevocably and unconditionally agree that any suit, action, or other legal proceeding arising out of or relating to this agreement will be brought in a court of record of the state of _____.
- 16. Indemnification:** To the extent permitted by applicable law each party agrees to indemnify the other for any damages, costs, expenses or liabilities, including legal fees and costs, arising from or related to a breach of such Party's obligations hereunder.
- 17. Entire Agreement and Signing Other Documents:** This Agreement and any documents which are part of this transaction or incorporated herein by reference comprise the entire agreement affecting this transaction. No other agreement or understanding of any nature has been made or will be recognized. You agree to sign any and all documents necessary to complete the terms of this transaction.
- 18. Cancellation Disclosure:** This contract is not subject to cancellation by Buyer, unless for material breach by Company, except upon payment to Company of reasonable cancellation charges, which shall take into account expenses already incurred and commitments made by Company and Company's anticipated profit.

Official Proposal for Lincolnton Fire Department

All Source Enterprises LLC. dba Safe Industries herewith submits a proposal to Lincolnton Fire Department for a fire apparatus manufactured by KME on December 15, 2025:

<u>Package:</u>	Retail GSO 11854 – One (1) KME 103' Tuff Truck, Four (4) Person Cab, with an X12 500HP Engine, a Hale QMAX 2000 GPM Pump, a 4" Waterway Discharge, a 650 Gallon Water Tank, Center Ladder Storage, Rescue Rope Pulley System, an Elkhart Cobra Aerial Tip Monitor with Store Front Blitz	\$2,254,300.00
•	Prior to Delivery of the Apparatus, Safe Industries Will Perform a Bumper to Bumper Inspection and Pump Test at No Cost to the Customer.	Included
•	During the First Year of the Truck's Warranty Period, Safe Industries Will Provide Warranty Inspections at 120 and 330 Days After Delivery at No Charge to the Customer	Included
•	Final Inspection Air Travel, Meals and Expenses for Four (4) Department Personnel	Included
•	KME Change Order and Front Bumper Modifications	Included
•	Contingency Funds for Full Length Mud Flap	\$4,000.00
<u>Total of Package:</u>		<u>\$2,258,300.00</u>

Final Pricing Shall be Subject to Surcharges Incurred on the Materials and Products Required to Build and Provide your Products. Final Invoices will Include a Line Item Labeled "Surcharge" Along with the Applicable Surcharge Amount. This is not a Negotiable Discussion with Safe Industries as we are Passing Through Costs Required to Build and Provide your Products.

Bidding Organization Name: All Source Enterprises LLC. DBA Safe Industries
Bidding Organization Address: 5031 Hwy 153
Easley, SC 29642

Signature of Bidder's Representative:



Name: Cameron Marler
Title: Apparatus Sales Representative
Phone: (864) 245-7937
Email: cmarler@safeindustries.com

Delivery is to be made to the Customer within approximately 14-18 months from receipt of the signed and accepted sales contract by the Manufacturer, KME Fire Apparatus. Proposed delivery days subject to change based on shelving and upfit modifications determined by the department. Safe Industries (the Company) shall not be held liable for any delay, failure to make delivery due to, war, fire, labor disputes, acts of God, governmental regulations, supplier issues beyond KME's reasonable control, breakdown of machinery, or any other causes or circumstances beyond the reasonable control of the Company which prevent or hinder the Company's manufacture and/or delivery of the Apparatus. Any changes after order submittal, including those made during a pre-construction conference, may void any penalty clauses or require that delivery and penalty be re-negotiated in good faith by both parties. The Bidder's right to withdraw this proposal, if not accepted within thirty (30) days from the above date is hereby acknowledged. The above price is good for 30 days or until the unit is sold by the dealer.



**SAFE
INDUSTRIES**

KME Change Order



Customer Name	LincolntonFFD	In some cases the items contained within alter your original purchase specification and/or price. Please carefully review this list and return a signed copy of this letter by the date listed below. Delays beyond this timeframe may alter KME's ability to deliver your apparatus to contract requirements, may necessitate price increases to the options, or limit our ability to provide some or all of the changes.			
Address					
Change Order #	CO#1				
Date	12.12.2025				
GSO #	11854				
Change Item #	Add/Delete/ Clarification	Part #	Item Description	Ext Cost/ Credit Per Truck	Select or Write In Yes or No
1			Add a Diamond Plate locker compartment to the forward section of the pumphouse one (1) each side.		
2			The added locker compartments will be painted with Black Line-x material.		
3			A vertical pull-out tool board will be provided inside the officer side locker compartment on the pumphouse.		
4			All ground ladders will be changed to Duo Safety brand.		
5			One 35' 2-section ladder will be removed and replaced with a 28' 2-Section ladder		
6			A 15-amp duplex household receptacle will be provided in the upper portion of the L5 on the rear wall. The outlet will be wired to the shoreline.		
7			A 15-amp duplex household receptacle will be provided in the upper portion of the R5 on the rear wall. The outlet will be wired to the shoreline		
8			The R3 body compartment will be changed to Split depth as far as needed to allow for 400 feet of 4 inch to be stored inside the hosebed. The split will be roughly 12 inches in.		
9			The bolt on aerial egress will be painted Red FBCH 995842.		
10			The aerial ladder will be painted Black FBCH 9000.		
11			The cab will be painted two-tone Black FBCH 9000 over Red FBCH 995842.		
12			The body will be painted single tone Red FBCH 995842.		
13			The aerial sign panels will be painted Black FBCH 9000 to match the aerial device		

14			The cab interior door striping will be changed to Red Diamond Grade and Black Scotch-lite material.		
15			The aerial outrigger striping will be changed to Red Diamond Grade and Black Scotch-lite material		
16			The rear of body striping will be changed to Red Diamond Grade and Black Scotch-lite material.		
17			There shall be aerial creeper controls provided at the tip of the aerial.		
18			The SCBA brackets in the cab seats will be changed to the new Bostrom Secure-all series.		
19			The Officer side rear oil dry hopper will be removed and replaced with a triple cylinder storage module.		
20			The multiplex pump shift will be moved to the right of the Class One Multiplex screen on the driver side lower wing panel.		
21			The tank to pump valve control will be flipped so in the pulled out position the valve is closed and with the pushed in location opens the valve		
22			The air horn on the officer side will be controlled by a foot switch located on the officer side lower wing panel, the lanyard control will be deleted		
23			The Federal Q2B activation on the officer side will be controlled by a foot switch located on the officer side lower wing panel.		
24			A Federal Q2B brake switch will be relocated in the officer side lower dash switch pack.		
25			The aluminum treadplate overlay on the cab roof will be painted with Black Line-x.		
26			The aluminum treadplate overlays and battery access doors on the cab will be painted with Black Line-x.		
27			The Cast Product cab steps will be painted with Black Line-x		
28			The cab auxiliary steps and mounting brackets will be painted with Black Line-x.		
29			The exterior cab door paddle latches will be provided Black in color.		
30			The cab exterior door window trim extrusion will be provided Black in color		
31			The cab door windowsill protectors will be deleted.		
32			The cab door frame and jamb trim will be deleted.		
33			The Hansen cab grab handles will be provided with a Black anodized finish.		
34			The cab front and side grills will be painted Black.		
35			The aluminum treadplate overlay on the rear cab wall will be painted with Black Line-x.		
36			The cab fenderettes will be painted with Black Line-x.		
37			The Retractable cab mirrors will be provided with a black housing.		
38			The front and rear rims will be changed to Dura-Black finish with Black lug and hub trim covers.		
39			The Sig 4 fuel pocket door will be painted Black.		

40			The M6 turn signals will be provided with a Black bezel.		
41			The headlight buckets will be painted Black		
42			The Hi Viz brow light will be provided Black in color.		
43			All Whelen warning lights on the cab and body will be provided with Black Bezels		
44			All DOT Marker and turn lights will be provided with a Black Bezel.		
45			The Tecniq license plate light will be provided with a Black Bezel.		
46			The Tecniq body step lights will be provided with a Black Bezel.		
47			The Whelen M6 Quad stack DOT mounting bezel will be painted Black.		
48			The Whelen aerial access ladder illumination lights will be ordered with Black mounting flanges.		
49			The Grover air horns will be ordered Black in color		
50			The electric siren speaker covers will be painted Black.		
51			The Federal Q2b siren will be ordered in Black Chrome.		
52			The On Scene Solutions slide out step cover will be painted with Black Line-x.		
53			The running boards will be painted with Black Line-x.		
54			The officer's floating hosewell exterior surface will be painted with Black Line-x		
55			The driver and officer side full width light shield/step will be painted with Black Line-x.		
56			The treadplate overlays on the top and front of the body will be painted with Black Line-x.		
57			The turntable access ladders and the treadplate panels will be painted with Black Line-x.		
58			The body c-channel rub rails will be painted with Black Line-x.		
59			The body fenderettes will be painted with Black Line-x.		
60			The body and pumphouse Hansen handrails will be provided in Black anodized material.		
61			The front of body Innovative Controls folding steps will be provided Black in color.		
62			The outrigger cover panels will be changed to Black Line-x painted steel versions.		
63			The storage box for the rescue rope pulley system will be painted with Black Line-x		
64			The Tecniq lights on the heel pin step cover will be provided with a Black Bezel.		
65			The Hi Viz lights at the tip of the ladder will be provided Black in color		
66			The fluid used for the transmission will be TES-668 synthetic.		

67			The cab will be painted using the same process and standards as all cabs painted at the REV build facility, using PPG products and approved processes. This will not affect any warranties or warranty terms called out in the specifications. The paint will adhere to the REV Fire Group Paint Appearance Standards RFG-SR-01 including all finish sanding and buffing.		
68			The underside of the cab will be coated with a black rubberized automotive undercoating.		
69			All fittings, fasteners, and hoses/lines shall be substituted as needed by the REV build facility to complete the build. These substitutions shall not affect the overall form, fit, function of the truck overall, but may have some aesthetic difference. The items include, but are not limited to, air lines, fuel lines, heater hoses, frame hardware, brake lines, and interior or exterior fasteners.		
70			All chassis air hoses will be reinforced with Synflex hose with reusable fittings. All air hoses will be protected with heat resistant split loom.		
71			All cab seat risers and EMS compartments will be welded into the cab structure.		
72			Scotch-lite lettering with a drop shadow will be provided on the front bumper.		
73			Gold Leaf lettering with a drop shadow will be provided on the front cab doors.		
74			Gold Leaf lettering with a drop shadow will be provided on the rear cab doors.		
75			Scotch-Lite lettering without a drop shadow will be provided on the cab side panel.		
76			Scotch-Lite lettering without a drop shadow will be provided on the body side panel		
77			Two (2) Scotch-Lite Fire Department patches will be provided on the aerial sign panel.		
78			The NY roof hook on left side of the aerial will be mounted on the top of the fly section like GSO 11368.		
79			An 8' rubbish hook will be provided and mounted on the right side of aerial on the top of the fly section like GSO 11368.		
80			The stainless-steel protectors on the body will be deleted.		
81			The body roll up door curtains will be painted Job Color Red. The body top gutter and door frames will be painted Job Color Black.		
82			The Cast product step in the aerial fly section will be painted with Black Line-x material		
83			A storage compartment will be provided in the driver side center tandem for the storage of the Two (2) Zico wheel chocks.		
84			A aluminum tread plate saw box with a recessed handle will be provided on the turntable deck. The box will be painted with Black Line-x.		
85			Nut-serts will be provided for all body access panels and attachment as much as possible		

86		24" Painted Steel Front Bumper Extension Treadplate Gravel Shield Treadplate Gravel Shield Standard Installation Gravel Shield to be Finished with Black Bedliner One (1) Hose Well at Center of Bumper Extension One (1) Hinged Latched, Treadplate Cover on Center Well - Thumb Latch Center Well - General Storage Center Well - Black Bedliner One (1) Hose Well on the Officer Side of Bumper Extension One (1) Hinged Latched, Treadplate Cover on Officer's Side Well - D-Ring Officer Well General Storage Officer's Side Well - Black Bedliner Two (2) Tow Eyes Tow Hooks/Eyes Below Bumper Tow Hooks/Eyes Painted Front Bumper Chevron Striping		
Total for Changes				\$0.00

**Authorized Signature of the
Purchaser** _____

Printed Name _____

Title _____

Date _____

Add	Yes
Delete	No
Clarification	



LINCOLNTON
AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council
Date: January 8, 2026
From: Ritchie Haynes, City Manager
Subject: Request to Consider Spectrum Contract

Summary:

Background:

Fiscal Impact:

Recommendation:

Attachments:

None