



**LINCOLNTON
AGENDA
March 5, 2026
6:30 PM**

CALL TO ORDER

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

1. AGENDA APPROVALS

1a Approval of REGULAR AGENDA

1b Approval of CONSENT AGENDA

- **February 5, 2026 - Regular Meeting Minutes**
- **Approval of Request for Release — January 16, 2026 to February 15, 2026**
- **Proclamation - Procurement Month 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

2. SPECIAL RECOGNITION

2a Pre-Hospital Save - Huss Street Cardiac Call

Joe Fletcher Battalion Chief

3. REGULAR AGENDA

3a Water & Sewer Capital Improvement Plan (CIP) Presentation

Burch Environmental Representative

3b Approval of List of Recommended Land Appraisers

Jean Derby, Planning Director

3c R-03-2026 Resolution for the Adoption of the Transportation Agreement between the Lincoln County Sheriff's Office and the City of Lincolnton

Brian Greene, Police Chief

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

4. REGULAR AGENDA

- 4a Consideration of Revision to Personnel Policy Article IV Section 14, On-Call Policy and Section 15, Call Back Compensation**

Tanya Osborne, Human Resources Director

- 4b Appt-01-26 Consideration of Appointment to the Historic Preservation Commission**

Daphne Ingram, City Clerk

- 4c Consideration/Approval of Resolution for Signature Events Road Closures**

Ritchie Haynes, City Manager

5. OTHER BUSINESS

- 5a Update on Winter Event**

NEWS MEDIA

ADJOURNMENT

REGULAR MEETING – February 5, 2026

The Lincolnton City Council met in Regular Session on Thursday, February 5, 2026 at 6:30 p.m. in the Council Chambers of City Hall located at 114 West Sycamore Street, Lincolnton, N.C. 28092. The following members were present and accounted for:

DEMENY JOHNSON TIPTON JETTON

Mayor Hatley called the meeting to order and requested a motion to approve the regular agenda. **Councilmember Jill Tipton made the motion, which was approved unanimously with members voting 4-0 in favor of the motion.**

Mayor Hatley then requested a motion to approve the consent agenda items as follows:

- January 8, 2026 – Regular Meeting Minutes
- Approval of Request for Releases – 11/16/25 – 12/15/25
- Resolution for Advertisement of Tax Liens for 2025
- Request for Approval of Recommendation from Chief Brian Greene
- Resolution designating the Dates and Amending the Time of the monthly meeting for 2026

Councilmember Kevin Demeny made the motion, which was approved unanimously with members voting 4-0 in favor of the motion.

Apple Drop Event Highlights

Mr. Trent Mason presented highlights from the 2025 Apple Drop event. He explained that the event had grown from less than 500 attendees in 2018 to approximately 4,000 attendees this year. He credited the increase to an effective social media campaign that saw engagement grow by more than 800% year-over-year.

The event covered three blocks of Main Street and included features such as a gaming truck, snow machines, face painters, professional balloon artists, and multiple food vendors. The South Fork fire truck was used to drop the apple this year, which was described as a significant improvement over previous years.

Mr. Mason emphasized the economic benefit of the event, noting that it brought approximately one-third of Lincolnton's total population downtown. He also shared that the event had led to a new business opportunity, with Sunset Slush planning to open a brick-and-mortar location in Lincolnton after experiencing success as a vendor.

The event raised \$1,296.80 for Hesed House, which Mr. Mason presented to representatives from the organization during the meeting. He acknowledged the contributions of numerous city departments, staff, and volunteers who made the event possible.

Presentation on the Rail Trail Connector Project

REGULAR MEETING – February 5, 2026

Ms. Jane Love, Trail Development Manager for Carolina Thread Trail, presented information on the potential rail trail connector project. She explained that the organization helps coordinate regional trail connectivity across 88 municipalities with approximately 450 miles of existing trails.

Ms. Love discussed the gap between the Marcia Cloninger Rail Trail and South Fork Rail Trail, noting that the connection would create a continuous 4.9-mile trail through Lincolnton. She shared data from trail usage counters showing substantial daily traffic on both existing trail segments.

Ms. Love presented economic impact data from a study conducted by NC State University, indicating that trails can generate significant benefits:

- Employment: 16-58 jobs supported per trail
- Labor income: \$770,000 per trail mile annually
- Economic output: \$2.1 million per trail mile annually
- Tax revenue: \$262,000 per trail mile annually
- Healthcare savings: \$310,000 per user per trail mile

Ms. Love noted that completing the 1.15-mile gap within city limits would require negotiations with Norfolk Southern Railroad, which owns most of the corridor. She emphasized that the Carolina Thread Trail could potentially help with grant funding for the acquisition.

Both Councilmember Kevin Demeny and City Manager Ritchie Haynes acknowledged the challenge of acquiring railroad property but recognized the significant economic and recreational benefits of completing the connection, particularly for downtown businesses.

IT-01-2026 Approval of Data Center Contract - 36 Months

Chris Jones, Technology & Innovation Director, presented options for the city's data center contract. He explained that due to Broadcom's acquisition of VMware, continuing with their current platform would cost \$58,000 annually just for licensing.

Mr. Jones recommended a 36-month contract for \$55,000 annually that would provide both primary data storage at City Hall and a disaster recovery site at a separate location. This would enable the city to maintain operations if the primary site were compromised due to fire, severe weather, or other disasters.

He noted that ordering needed to happen quickly due to AI companies buying up available RAM and driving up prices, with potential increases of 75% if they waited until July.

Councilmember Kevin Demeny asked several clarifying questions about the backup system's necessity and cost. Mr. Jones and City Manager Ritchie Haynes explained that the system would protect against both physical disasters and potential cybersecurity threats while actually costing less than their current system.

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Motion to approve the Nutanix production and disaster recovery contract as presented was made by Councilmember Kevin Demeny, with members voting 4-0 in favor of the motion.

IT-02-2026 AI Usage and Governance Policy

Chris Jones, Technology & Innovation Director presented an AI usage and governance policy for the city. He explained that the policy would require city staff to use Google's Gemini AI tool, which is included with the city's Google licensing, rather than free AI tools like ChatGPT.

Mr. Jones noted that Gemini keeps the city's data within the organization, while free AI tools could harvest and train on sensitive information. He emphasized that the policy aims to protect city data while still allowing staff to benefit from AI tools.

Motion to approve the AI usage and governance policy was made by Councilmember Mark Johnson. Members voted 4-0 in favor of the motion.

BA-02-26

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

Finance Director Pamela McBryde presented a budget amendment to add \$909,405 to the city's budget, divided across several funds:

- General Fund: \$765,599, including:
 - \$750,000 from local sales tax revenue
 - Police Department revenue from fingerprinting and reports
 - A \$5,000 grant for the Fire Department for simulation software
 - Insurance settlements for accidents
- Water and Sewer Fund: \$197,627, primarily from an insurance settlement for lightning damage at the wastewater treatment plant (approximately \$160,000)
- Electric Operations: Funds from interest income and insurance settlements for a damaged electric pole

Motion to approve the budget amendment was made by Councilmember Jill Tipton. Motion passed with members voting 4-0 in favor of the motion.

Approval of Recommendation for City Park Improvements

Public Services Director Nathan Eurey presented a recommendation on bids received for city park improvements. He explained that five bids were received, with the lowest bidder (DDI of Hickory) withdrawing their bid due to a calculation error.

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Mr. Eurey recommended accepting the next lowest bid from JD Goodrum Company for \$4,093,996.

City Manager Ritchie Haynes clarified that this was under the original budget of \$4.5 million established three years ago. He noted that the project would be funded from the city's fund balance without requiring debt. The contract does not include playground equipment, which will be purchased separately to ensure quality and consistency with other city parks.

The improvements will include two multi-purpose fields, pickleball courts, basketball courts, a pump track for mountain biking, several shelters, and a larger shelter that could serve as an amphitheater. The project represents the first full-service park for the north side of town.

Construction is expected to begin as soon as possible with completion targeted for spring 2027, though timeline will depend on weather conditions.

Motion to approve the recommendation as presented was made by Councilmember Roby Jetton. Members voted 4-0 in favor of the motion.

City Manager Haynes requested to add a discussion regarding the city's response to recent winter weather events to the next meeting agenda to recognize the efforts of city crews.

Consideration of an Ordinance to Approve the Amended and Restated Power Purchase Sales Agreement Between the City of Lincolnton and North Carolina Municipal Power Agency No. 1

Mayor Hatley explained that this item relates to the city's electricity provider for the original city footprint.

Councilmember Kevin Demeny motion to approve the amended and restated project power sales agreement. Members voted 4-0 in favor of the motion.

Consideration of an Ordinance to Approve the Amended and Restated Supplemental Power Sales Agreement Between the City of Lincolnton and North Carolina Municipal Power Agency No. 1

Motion by Councilmember Roby Jetton to approve the amended and restated Supplemental Power Sales Agreement. Motion passed unanimously with members voting 4-0 in favor of the motion.

City Clerk Daphne Ingram then explained that both agreements would be executed via a single ordinance, which required separate approval. The required ordinance is as follows:

REGULAR MEETING – February 5, 2026

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LINCOLNTON, NORTH CAROLINA, DETERMINING THAT IT IS IN THE BEST INTERESTS OF THE CITY OF LINCOLNTON TO APPROVE AND AUTHORIZE THE EXECUTION AND DELIVERY OF, AMONG OTHER DOCUMENTS, AN AMENDED AND RESTATED PROJECT POWER SALES AGREEMENT WITH NORTH CAROLINA MUNICIPAL POWER AGENCY NUMBER 1 AND AN AMENDED AND RESTATED SUPPLEMENTAL POWER SALES AGREEMENT WITH NORTH CAROLINA MUNICIPAL POWER AGENCY NUMBER 1

WHEREAS, the City of Lincolnton (the "**Municipality**") and North Carolina Municipal Power Agency Number 1 ("**Power Agency**") entered into a Project Power Sales Agreement, Catawba Nuclear Project (the "**Power Sales Agreement**"), dated as of the first day of May, 1978, pursuant to which Power Agency provides, or causes to be provided, the Municipality with power and energy from the Catawba Project; and

WHEREAS, the Board of Directors of Electricities of North Carolina, Inc., on January 23, 2026, adopted (i) Resolution BDR-1-26 (the "**Resolution**"), which, among other things, (i) authorizes Power Agency to execute and deliver to each Participant an Amended and Restated Project Power Sales Agreement ("**Amended and Restated PPSA**") and (ii) authorizes Power Agency to execute and deliver to each Participant an Amended and Restated Supplemental Power Sales Agreement ("**Amended and Restated SPSA**") and to take such actions as are necessary, advisable or convenient to obtain the consent of each Participant to, and the approval of each Participant of, the consummation of the transactions contemplated by the Amended and Restated PPSA and Amended and Restated SPSA; and

WHEREAS, Power Agency has caused GDS Associates, Inc., Power Agency's Consulting Engineer, to prepare an economic analysis of the projected impact of the transactions contemplated by the Amended and Restated PPSA and Amended and Restated SPSA on Power Agency's

REGULAR MEETING – February 5, 2026

wholesale power costs and proposed full requirements wholesale rates (the "**Economic Analysis**"); and

WHEREAS, Power Agency has caused to be furnished to the Municipality each of the following: (i) the Amended and Restated PPSA, (ii) Amended and Restated SPSA, (iii) Resolution BDR-1-26, (iv) an executed Amended and Restated PPSA, dated as of January 23, 2026, (v) an executed Amended and Restated SPSA, dated as of January 23, 2026, and (vi) the Economic Analysis; and

WHEREAS, the City Council of the Municipality (the "**Governing Body**") has taken into consideration the benefits which might be achieved by (i) approving, executing and delivering the Amended and Restated PPSA and (ii) approving, executing and delivering the Amended and Restated SPSA.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Lincoln:

1. After due consideration of the contents of each of the preambles set forth above and to each of the documents referred to in such preambles, the Governing Body hereby finds and determines that it is in the best interests of the Municipality to enter into the Amended and Restated PPSA and the Amended and Restated SPSA.

2. The Governing Body hereby authorizes and directs that the Amended and Restated PPSA and the Amended and Restated SPSA be executed for and on behalf of the Municipality by the Mayor and Clerk, sealed with the seal of the Municipality and delivered to the Power Agency in the form and substance of the Amended and Restated PPSA and the Amended and Restated SPSA presented at this meeting.

3. The Governing Body hereby directs the Clerk to furnish or cause to be furnished to Power Agency a certified copy of this ordinance together with the executed Amended and Restated PPSA and the executed Amended and Restated SPSA.

REGULAR MEETING – February 5, 2026

4. The Governing Body hereby directs the Clerk to file with the minutes of this meeting (i) Resolution BDR-1-26, (ii) the proposed Amended and Restated PPSA, (iii) the proposed Amended and Restated SPSA, and (iv) the Economic Analysis as presented and available at this meeting,

5. This Ordinance shall become effective upon its adoption,

ADOPTED this 5th day of February, 2026

Councilmember Jill Tipton made a motion to adopt an ordinance of the City Council of the City of Lincolnton, North Carolina determining that it is in the best interest of the City of Lincolnton to approve and authorize the execution and delivery of, among other documents, an amended and restated Project Power Sales Agreement with North Carolina Municipal Power Agency Number 1 and an amended and restated Supplemental Power Sales Agreement with North Carolina Municipal Power Agency Number 1. Members voted 4-0 in favor of the motion.

Mayor Ed Hatley opened the floor for questions from the New Media. City Manager Ritchie Haynes responded to several questions related to the City Park project from reporter Mike Powell.

With no further business, the meeting was adjourned upon a motion by Councilmember Roby Jetton. Members voted 4-0 in favor of the motion.

Daphne Ingram, City Clerk

Ed Hatley, Mayor

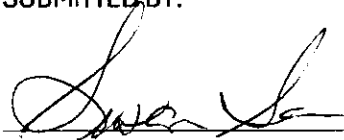
PERIOD COVERED

January 16, 2026 through February 15, 2026

CITY RELEASES LESS THAN \$100

NAME	YEAR	DIST	A/C NO	AMOUNT	REASON
Tillman, Alice	2026	22	0315090	\$91.91	registered out of state

SUBMITTED BY:



DATE: 2/20/26

SUSAN SAIN, TAX ADMINISTRATOR

APPROVED BY:

RICHARD HAYNES, CITY MANAGER

DATE: _____

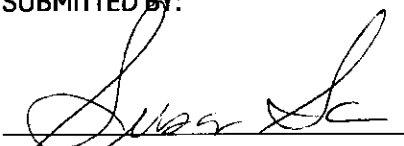
PERIOD COVERED

CITY RELEASES \$100 AND OVER

January 16, 2026 through February 15, 2026

NAME	YEAR	DIST	A/C NO	AMOUNT	REASON
Creator's Touch	2022-2025	22	0275506	\$160.33	closed in 2021
Eaker, Jason	2025	22	0161752	\$327.67	sold prior to 2025

SUBMITTED BY:


SUSAN SAIN, TAX ADMINISTRATOR

DATE: 2/20/26

APPROVED BY:

RICHARD HAYNES, CITY MANAGER

DATE: _____

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
digram@lincolntonnc.org
CITY ATTORNEY
John M. Friguglietti, Jr.

**PROCLAMATION
Procurement Month
March 2026**

WHEREAS, the public procurement profession plays a fundamental role in the efficiency and effectiveness of the City of Lincolnton government, serving as the bridge between public needs and private sector solutions; and

WHEREAS, procurement professionals are charged with the immense responsibility of managing and monitoring the expenditure of taxpayer dollars, ensuring that such funds are spent with the highest level of integrity, transparency, and fiscal stewardship; and

WHEREAS, these dedicated individuals work across all city departments to secure the essential goods and services – ranging from infrastructure materials and emergency equipment to technological innovation – that allow our community to thrive; and

WHEREAS, the City of Lincolnton Finance Department consistently strives to promote open and fair competition, providing equal opportunities to all qualified vendors and supporting our local economy; and

WHEREAS, procurement professionals continue to adapt to complex global supply chains and evolving legal regulations demonstrating a commitment to professional development and excellence in public service.

NOW, THEREFORE, I, Mayor Ed Hatley and the Lincolnton City Council, do hereby proclaim March 2026 as “**Procurement Month**”

Dated this 5th day of March, 2026

Ed Hatley, Mayor

ATTEST:

Daphne Ingram, City Clerk



LINCOLNTON
AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council
Date: March 5, 2026
From: Burch Environmental Representative
Subject: Water & Sewer Capital Improvement Plan (CIP) Presentation

Summary:

Background:

Fiscal Impact:

Recommendation:

Attachments:

None



LINCOLNTON
AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council
Date: March 5, 2026
From: Jean Derby, Planning Director
Subject: Approval of List of Recommended Land Appraisers

Summary:

The subdivision ordinance requires the Planning Department to maintain a City Council-approved list of land appraisers. This has not been updated in many years.

Background:

This list is based on the recommendations from Gilleland Realty and Remax Crossroads. I spoke with each of these appraisers, and they are all licensed and willing to serve in this capacity.

Fiscal Impact:

There is no fiscal impact on the City of Lincolnton. If a project requires the use of a land appraiser, the developer will select an appraiser from the approved list and will be responsible for paying for their services.

Recommendation:

Staff recommends approval of this list. If the Staff recommends approving this list. If the City Council has any additional suggestions, they may include them in their Motion of Approval. City Council has any additional recommendations, they could add that to their Motion of Approval.

Attachments:

1. Land Appraisers

Land Appraisers

Pat Kelly

Kelly Appraisal of Carolina
905 Old Post Road
Cherryville, NC 28021
Phone: 704-435-2100
Email: KellyAppraisal1998@gmail.com

Addie Carson/Lackey Holdings

PO Box 1055
Denver NC 28037
Phone: 704-616-9927
Email: info@lackeyholdingsnc.com

Paul R. Henry

Real Estate Appraisal
5025 Old River Dr, Hickory, NC 28602
PO Box 2512 28603
Phone: (828) 612-7272
Email: callpaulhenry@gmail.com

Brian Kelly

Superior Appraisals
PO Box 64
Cherryville NC 28021
Phone: 704 477-6608
Email: Superiorappraisalsnc@gmail.com



LINCOLNTON
AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council
Date: March 5, 2026
From: Brian Greene, Police Chief
Subject: Resolution for the Adoption of the Transportation Agreement between the Lincoln County Sheriff's Office and the City of Lincolnton

Summary:

Background:

Fiscal Impact:

Recommendation:

Attachments:

1. Resolution and transportation agreement



BOARD OF COMMISSIONERS
JAMIE LINEBERGER, CHAIR
BUD CESENA, VICE-CHAIR
MARK MULLEN
TRENT CARPENTER
ALEX PATTON

COUNTY MANAGER
DAVIN W. MADDEN

COUNTY ATTORNEY
MEGAN H. GILBERT

CLERK TO THE BOARD
JENNIFER M. FARMER

**RESOLUTION FOR THE ADOPTION OF THE TRANSPORTATION AGREEMENT BETWEEN
THE LINCOLN COUNTY SHERIFF'S OFFICE AND THE CITY OF LINCOLNTON**

WHEREAS, the Lincoln County Sheriff's Office (the "Sheriff's Office") and the Lincolnton Police Department (the "Lincolnton PD") are responsible for the transportation of individuals within a county under the involuntary commitment proceedings under Article 5 of Chapter 122C of the N.C. General Statutes; and

WHEREAS, pursuant to N.C.G.S. §122C-251(a), the Lincolnton PD has the duty to provide transportation of an individual who is a resident of the City of Lincolnton (the "City") or who is physically taken into custody in the City limits; and

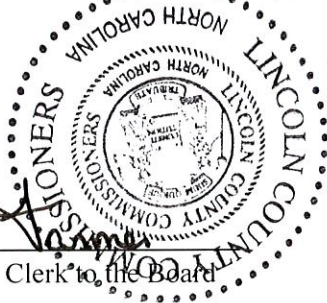
WHEREAS, pursuant to N.C.G.S. §122C-251(a), the Sheriff's Office has the duty to provide transportation for a respondent who resides in Lincoln County (the "County") outside of the City limits or who is physically taken into custody outside of the City limits; and


WHEREAS, pursuant to N.C.G.S. §122C-251(g), the governing boards of the city and county shall adopt a plan known as an "involuntary commitment transportation agreement" or "transportation agreement" for the custody and transportation of individuals in involuntary commitment proceedings;

WHEREAS, the City, the County and the Sheriff's Office have agreed to the terms of the Transportation Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Lincoln County Board of Commissioners adopts the Transportation Agreement attached hereto between the Sheriff's Office and the City of Lincolnton for the custody and transportation of individuals in involuntary commitment proceedings.

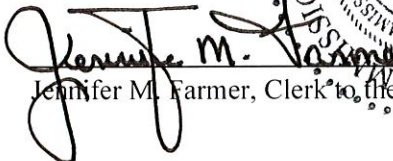
Adopted this the 16th day of February, 2026.







Jamie Lineberger, Chairman
Lincoln County Board of Commissioners

ATTEST:


Jennifer M. Farmer, Clerk to the Board

 O. 704-736-8473
F. 704-736-8820

 LincolnCountyNC.gov

 P.O. Box 738 | LINCOLNTON NC 28093
353 N. GENERALS BLVD | LINCOLNTON NC 28092

STATE OF NORTH CAROLINA

COUNTY OF LINCOLN

TRANSPORTATION AGREEMENT

This **TRANSPORTATION AGREEMENT** (the "Transportation Agreement") is made and entered to among the law enforcement agencies providing law enforcement protection in Lincoln County and has been duly approved by the Lincoln County Board of Commissioners and the Lincoln City Council.

WHEREAS, N.C.G.S. §122C-251(g) requires that the governing bodies of cities and counties to adopt a plan known as an "involuntary commitment transportation agreement" or "transportation agreement" for the custody and transportation of respondents in involuntary commitment proceedings; and

WHEREAS, pursuant to the above-mentioned law, this Transportation Agreement must be submitted to the following parties: the Lincoln County Magistrates Office, the Lincoln County Clerk of Superior Court, the Local Management Entity-Managed Care Organization ("LME/MCO"), and the Division of Mental Health Developmental Disabilities and Substance Abuse Services that serves Lincoln County and the City of Lincoln.

NOW THEREFORE, for and in consideration of mutual promises to each as herein after set forth, the Parties mutually agree as follows:

(A) **Local Law Enforcement Agencies**. The local law enforcement agencies providing law enforcement protection within the boundaries of Lincoln County (the "County") are:

(1) The Lincoln County Sheriff's Office (the "Sheriff's Office") provides law enforcement protection and civil service for all areas of Lincoln County (the "County").

(2) The Lincoln Police Department (the "Police Department") provides law enforcement protection within the boundaries of the City of Lincoln (the "City").

(B) **IVC Order and Law Enforcement Response**. Following the issuance of an involuntary commitment order ("IVC Order") against a respondent by a Lincoln County Magistrate (the "Magistrate"), the Magistrate shall contact the local law enforcement agency having jurisdiction over the respondent to retrieve the IVC Order from the Magistrate as set forth below:

(1) **Within the City**. If the respondent is a resident of the City or was taken into the custody within the City, the Police Department shall respond.

(2) **Not Within the City**. If the respondent resides within the County but not within the City or was taken into custody outside of the boundaries of the City, the Sheriff's Office shall respond.

(C) **Location of Respondent**. The Police Department and the Sheriff's Office shall attempt to locate the respondent at the address provided in the IVC Order.

(D) **Custody and First Examination**. Upon location, the Police Department or the Sheriff's Office shall take respondent into custody and transport respondent to a health care facility for the first examination pursuant to the Community Crisis Plan, as amended. Following the first examination, it shall

be the responsibility of the healthcare facility to identify whether continued treatment is needed and locate said facility for respondent's care prior to the respondent's release.

(E) Transportation Following First Examination.

(1) Commitment Required. If the healthcare facility has determined that the respondent requires commitment to a 24-hour facility, and said commitment has been arranged, the Sheriff's Office shall be responsible for the transport of the respondent to the facility identified and arranged by the healthcare facility given that all 24-hour facilities are located outside Lincoln County. Nothing herein shall require the Sheriff's Office to respond to a 24-hour facility to transport within the same facility.

(2) No Additional Care Needed. If the healthcare facility has determined that the respondent does not require any additional mental health care or treatment, then the agency responsible for the initial transport, as determined by Section (A) of this Agreement, shall return the respondent to the address listed in the IVC Order or allow for other transportation of the respondent to be made.

(3) Volunteers, or Other Public or Private Personnel. At this time, no volunteers or other public or private personnel will be used to transport respondents as permitted under N.C.G.S. §122C-251.

(F) Responsibilities of Parties. Each Party to this Transportation Agreement agrees that it will be responsible for its own acts and/or omissions and those of its officials, employees, representative and agents in carrying out the terms of this Transportation Agreement and the results thereof, to the extent authorized by law, and shall not be responsible for the acts and/or omissions of the other Party, and the results thereof.

(G) Liability. It is understood and agreed that each Party's liability may be limited by the provisions or other immunity law applicable to law enforcement agencies, local governments, and the Sheriff's Office. The Parties understand and agree that each Party has not waived the rights, immunities and protections provided by law. Nothing contained in this Transportation Agreement shall waive or amend, nor shall it be construed to waive or amend any defense or immunity that either Party, their respective officials and employees, may have.

(H) No Relationship. This Transportation Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation, or other formal business association or organization of any kind among the Parties. Moreover, the rights and the obligations of the Parties hereunder will be only those expressly set forth herein.


(I) Term and Termination. This Transportation Agreement shall be effective upon full execution by both Parties and shall continue until terminated as provided for herein. Either Party may terminate its participation in this Transportation Agreement by providing at least 60 days' written notice to the other Party. The termination of this Transportation shall in no way invalidate any responsibilities set forth in Chapter 122C of the North Carolina General Statutes.

(J) Governing Law. This Transportation Agreement shall be subject to the laws of the State of North Carolina and any dispute arising hereunder shall be first addressed by the duly-elected Lincoln County Sheriff and the Lincoln Police Chief (and City Manager, if necessary). If additional action is necessary, then that dispute shall be addressed by action filed in the Superior Court of Lincoln County.

(K) **Entire Agreement and Multiple Parts.** This Transportation Agreement shall be the full agreement between the Parties, and any amendment thereto shall be executed by both parties. This Transportation Agreement may be executed in two (2) or more counterparts, each of which will be deemed to be an original.


IN WITNESS WHEREOF, the Lincoln County Sheriff's Office and the Lincolnton Police Department have caused this Transportation Agreement to be duly executed as set forth below. In addition, the City and the County have caused this Transportation Agreement to be approved as to form only and by execution hereof do affirm that this document has been adopted by their respective board.

LINCOLN COUNTY SHERIFF'S OFFICE

By: 
Sheriff Bill Beam

Date Executed: _____

Approved and Adopted by:
LINCOLN COUNTY

By: 
Jamie Lineberger, Chairman
Lincoln County Board of Commissioners

Date Executed: 2.16.26

Approved as to Form:


Megan H. Gilbert, County Attorney

LINCOLNTON POLICE DEPARTMENT

By: _____
Chief Brian Greene

Date Executed: _____

Approved and Adopted by:
CITY OF LINCOLNTON

By: _____
Ed Hatley, Mayor

Date Executed: _____

Approved as to Form:

John M. Friguglietti Jr., City Attorney

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: Revision to City of Lincolnton Personnel Policy:
Article IV Section 14 On-Call Policy
Article IV Section 15 Call Back Compensation

Date: February 26, 2026

During a Financial Procedures meeting conducted by the Finance Department, several department directors requested the Personnel Policy sections related to On-Call and Call Back be reviewed for potential revisions. These two policies address compensation for departments who have employees which may need to report back to work after normal operating hours.

The on-call policy addresses compensation for the employee who is assigned to be in a "state of readiness" after normal work hours. Being in the "state of readiness" places limitations on the employee's activities after work, and there is compensation of one hour of regular pay for each of the days the employee is in the on-call status.

The call back policy addresses compensation for employees who are called to come back to work to assist the on-call employee. The call back employees receive a minimum of two hours pay when called back to work.

The main issues identified by the department directors included:

1. The wording in the On-Call policy does not allow the on-call employee to use other types of leave during regular work hours.

Example: The on-call employee leaves work during regular work hours to take a sick child to a doctor appointment and submits 3 hours of sick time for the day. The employee is still available to perform on-call after the regular work day hours. The current policy wording does not allow the one hour of on-call pay due to the sick hours submitted.

2. The wording in the On-Call policy does not allow the on-call employee to use the designated one hour of on-call pay toward meeting regular hours.

Example: In the previous example, the employee used three hours of sick time for the child's doctor appointment. Directors would like the on-call employee to be able to use the one hour of on-call pay in lieu of other accruals if the employee chooses. If this was allowed, in this example, the on-call employee could use two hours sick time and the one hour of on-call to equal the three hours needed for the work day.

3. The two hour minimum wording in the Call Back policy potentially excludes the on-call employee from receiving the same amount of compensation as an employee who is called back to work after hours to assist with the emergency.

Example: If the on-call employee needs another employee to assist with the after-hours emergency, the call back employee will have a minimum of two hours of pay. If the emergency is completed in less than two hours, the call back employee has earned the minimum of two hours, but the on-call employee is only compensated for the one hour plus actual time worked after one hour. With the current policy wording the call back employee may be compensated for more than the on-call employee.

To address the above noted issues, the following Personnel Policy revisions, which are highlighted, are submitted. The proposed revisions have been reviewed by Pam McBryde, Todd Elmore, Nathan Eurey, Brent Turner and Scott Clark.

Council Consideration and Potential Action:

Approval of the revision of *The City of Lincoln Personnel Policy, Article IV, Section 14 On-Call Pay and Section 15 Call Back Compensation* with an effective date of March 6, 2026.

City of Lincoln Personnel Policy
Proposed Revisions: Article IV Sections 14 and 15
Proposed Effective Date: March 6, 2026

SECTION 14: ON-CALL PAY:

The City must provide a variety of critical services 24 hours a day, 7 days a week, and the need for these services may occur after business hours when employees who have the required skills are not on duty. As a result, the City must be assured that skilled employees are always readily available by placing some employees in an on-call status. One of the conditions of employment with the City is the acceptance of a share of the responsibility for continuous service, in accordance with the nature of each job position. Employees who are serving on-call must be able to report to work quickly and be fit for duty. Because these requirements may restrict an employee's mobility and off-duty activities, the City offers compensation to on-call employees.

On-call compensation will apply to certain non-exempt employees who are required by their department to be in a state of on-call for a designated period of time to respond to after-hours emergencies. These employees will be compensated for one (1) hour of pay at straight time for each day (day defined as a period of 24 consecutive hours) of on-call they serve. In order to qualify for on-call pay the following will apply:

1. On-call status in a work group must be regularly shared by more than one employee, and the assignments must be based on a rotating schedule.
2. The assignment must be on a recurring basis, not a one-time assignment.
3. The employee must serve on-call for a specified period (usually 7 consecutive days) which is designated ahead of time. The on-call period may differ depending upon departmental needs.
4. The beginning and ending of on-call times must be clearly established and communicated to the employee.
5. The employee must respond to the call within the time frame established by the department, and if needed, must report to work within the time frame established by the department. An employee who fails to respond within the designated time frame will be removed from the schedule, forfeit on-call pay for the entire rotation and be subject to disciplinary action for unsatisfactory job performance.
6. ~~An employee may not receive on-call pay for any period in which he/she is in a leave status of any kind.~~

On-call hours do not count as hours worked for the purposes of:

1. Calculating eligibility for overtime
2. ~~Meeting an employee's scheduled work hour requirements~~
3. Meeting eligibility requirements for Family Medical Leave

4. Sick, vacation, or any other leave accruals

Pay for hours actually worked while serving on-call are calculated beginning when the employee reports to the work site, and are added to the regular total of hours worked for the week.

Other factors related to on-call are as follows:

1. Employees may request in advance to have a substitute cover for them for a designated portion of the on-call time for reasons acceptable to and approved by the supervisor.
2. If an on-call employee becomes unable to remain in an on-call status or report to their assignment due to an emergency, the employee must notify the department designee as soon as possible.
3. The employee must be capable of performing all assigned duties, and be in a state of “work readiness”. Work readiness is defined as a state, whether physical, mental or emotional, in which an individual is ready, willing, and able to perform their assigned task competently and safely.

SECTION 15: CALL BACK COMPENSATION:

Any City employee except public safety, eligible for overtime compensation under this policy will be guaranteed a minimum of two (2) hours work time for being called back to work outside of normal working hours. No more than two (2) hours of guaranteed time per 24 hours will be credited regardless of the number of call backs. Should more than two (2) hours actual work be required for the purpose of the call back, then work time for the actual hours will be credited. Call back provisions do not apply to previously scheduled overtime work. ~~or employees who are called to work while serving in an On-Call capacity.~~



LINCOLNTON
AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council
Date: March 5, 2026
From: Daphne Ingram, City Clerk
Subject: Consideration of Appointment to the Historic Preservation Commission

Summary:

The attached application for appointment to the Historic Preservation Commission was sent from Jennifer Farmer, Clerk to the Board of County Commissioners, for your consideration.

Background:

This appointment was previously filled by Mr. Rob Buff, who unexpectedly passed away

Fiscal Impact:

Recommendation:

Attachments:

1. 2-20-26_20Vicki_20Yount_20(HPC) - application for appointment

Vicki Turner Yount, Ms.

Lincoln County, NC | Generated 2/20/2026 @ 2:54 pm by OnBoardGOV - Powered by ClerkBase

Status

Name Vicki Turner Yount, Ms.
Application Date 2/20/2026
Expiration Date 2/20/2027
Status Received

Board	Vacancies	Status
Historic Preservation Commission	3	Pending

Basic Information

Name
Vicki Turner Yount, Ms.

Date of Birth
7/25/1945

Why are you interested in serving on this Board?
I live in one of Lincolnton's historic homes. We have torn down so many of our historic properties and I am so glad I got to save one! I would love to help save many more.

What skills, experiences, or perspectives do you bring that would contribute to the effectiveness and diversity of this Board?
Our town has so many historic sites and we must preserve them for the future.

By law (N.C.G.S. § 128-1.1), you may serve on up to two appointed boards or one elected and one appointed. Do you currently serve on any City/County board or hold elected office? If yes, list the board(s) or office.
No

What is your gender?
Female

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Contact Information

Address
330 north Aspen St.
Lincolnton, NC 28092

Yes, I am a resident
Yes

Ward/District
Ward 3

Email
vtyount@gmail.com

Phone
9107260849

Cell Phone
9107260849

Occupation

Employer
Retired



LINCOLNTON
AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council
Date: March 5, 2026
From: Ritchie Haynes, City Manager
Subject: Consideration/Approval of Resolution for Signature Events Road Closures

Summary:

Background:

Fiscal Impact:

Recommendation:

Attachments:

1. R-04-26 - Signature Events Road Closure

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
CITY ATTORNEY
John M. Friguglietti, Jr.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLNTON,
NORTH CAROLINA FOR SIGNATURE EVENT ROAD CLOSURES**

WHEREAS, the City of Lincolnton acknowledges that our goal is to provide special events for the pleasure of our citizens and visitors; and

WHEREAS, the City of Lincolnton encourages its citizens and others to visit Lincolnton's historic downtown; and

WHEREAS, the City of Lincolnton acknowledges that a special event requires approximately two (2) hours to install signing and traffic control and requires two (2) hours for removing signs, traffic control, and litter removal.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Lincolnton, North Carolina, pursuant to the authority granted by G.S. 20-169, that they do hereby declare temporary road closure during the days and times set forth below on the following described portion of a State Highway System route, Main Street, NC Hwy 27/150.

**Alive After Five: May 21, June 18, July 16, August 20 and September 17
7:00 p.m. -10:00 p.m. - Court Square to Poplar Street**

Lincolnton Food, Wine & Brew Festival: DDA hopes to resume in 2027

**Cruisin' for a Cause: September 19th
2:00 p.m. – 10:00 p.m. – Court Square to Laurel Street**

**Apple Festival: October 17 (road closed midnight October 16th)
Grove Street to Flint Street**

**Veterans Day Parade: November 11
10:30 a.m. – 12:00 p.m. Court Square to Academy Street**

**Tree Lighting: November 27
4:00 pm to 8:00 p.m.**

**Christmas Parade: November 29
4:00 p.m. to 8:00 p.m. Court Square to Flint Street**

Apple Drop: December 31:

2:00 p.m. to 10:00 p.m. Court Square to Cedar Street

All of these being held in 2026. This Resolution becomes effective when signs are erected giving notice of change of traffic flows and implementation of adequate traffic control to guide vehicles around the event route.

ADOPTED this the 5th day of March 2026.

Ed Hatley, Mayor

DRAFT