



**LINCOLNTON
AGENDA
April 2, 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 26, 2026 - Special Called Meeting Minutes**
- **March 5, 2026 - Regular Meeting Minutes**
- **Approval of Request for Release — February 16, 2026 — March 15, 2026**
- **Resolution Honoring Public Power Lineworkers During Lineworker Appreciation Days**

PUBLIC COMMENT

Speakers will be limited to three (3) minutes to address Mayor and City Council. You must sign in with the City Clerk to be eligible to speak

SPECIAL PRESENTATION - American Legion 30 Baseball - Matt Craig

2. PUBLIC HEARINGS

2a CZ-1-2026 Application from Manuel & Sherley Brito requesting a conditional district rezoning from Residential Single and Two-Family Medium Density (R-8) to Residential Multi-Family Conditional District (RMF-CD) for the purpose of Townhome development. The subject property is 3.969 acres in size and located on Georgetown Rd (Parcel ID 80964).

Jean Derby, Planning Director

3. REGULAR AGENDA

3a Extension of Agreement for Completion of Improvements - Carpenter Farms

Jean Derby, Planning Director

3b IT-03-16-26 Toshiba Desktop Printer - Managed Solution Proposal

Chris Jones, Technology & Innovation Director

3c IT-03-16-26-2 Cybersecurity Plan Adoption (2026-2028)

Chris Jones, Technology & Innovation Director

4. REGULAR AGENDA

4a BA-03-26 Request for Amendment to the Annual Budget Ordinance for the Fiscal Year ending June 30, 2026

Pamela McBryde, Finance Director

4b Request for Approval of Recommendation for Auditing Services for the Fiscal Year 2526

Pamela McBryde, Finance Director

4c O-01-26 Consideration of Amendment to an Ordinance to amend the City of Lincolnton Code of Ordinances, Title VII: Traffic Code, Chapter 70: General Provisions Schedule X: No Through Truck Traffic

Brian Greene, Police Chief

5. REGULAR AGENDA

5a Consideration of Request to Approve Purchase Electric Substation Repair Components

Brent Turner

5b Consideration to approve the contract for construction phase services by McGill and Associates for the City Park project.

Nathan Eurey, Public Services Director

5c Consideration of Request for an Extension of Current Lease Agreement

Ritchie Haynes, City Manager

6. OTHER BUSINESS

NEWS MEDIA

ADJOURNMENT

Special Called Meeting – February 26, 2026 Meeting minutes

The Lincolnnton City Council held a Special Called Meeting on Thursday, February 26, 2026, at 4:00 PM to discuss the new public service center project. Mayor Ed Hatley called the meeting to order. The following council members were in attendance:

DEMENY TIPTON

City Manager Ritchie Haynes presented the matter to council, explaining that this was primarily a formality requiring approval of the AIA contract with Edifice to move forward with the project. City Manager Haynes reported that bids had been received and the project was coming in within budget expectations.

Mr. Haynes explained the project's background, noting that the original estimate had come in at \$15-20 million, which was significantly higher than desired for renovating the existing building. Working with Edifice and Becker Morgan, the team went back to the drawing board and developed a new approach that brought costs down substantially to approximately \$9 million.

The City Manager expressed satisfaction that despite current market challenges with materials and logistics, all bids came back under budget. He outlined the anticipated timeline, expecting to have permits in place within the next month and to begin construction in April if everything proceeds smoothly. The project is estimated to take approximately 13 months, potentially completing by next spring or summer.

City Manager Ritchie Haynes noted that upon completion, all city departments would be housed in buildings constructed in the 2000s or newer. When asked about the existing building, he clarified that the current public works building would be sold eventually.

Discussion included plans for the electric department, with Mr. Haynes explaining they would maintain use of the existing building and garage, right now, for vehicle maintenance, and for their warehouse needs for transformers and equipment. He mentioned ongoing conversations with the electric manager about potentially relocating them to a building the city expects to receive from the county at the end of 2026.

The City Manager emphasized the advantages of the CMAR (Construction Manager at Risk) process, where Edifice provided a guaranteed price and managed the bidding process with qualified contractors. He credited Edifice

with helping guide decisions to eliminate unnecessary elements and reduce costs from the original \$15-20 million estimate down to \$9 million.

Mr. Haynes confirmed the project would be cash-flowed without incurring debt. He also noted that funding for amenities such as furniture and equipment would be included in the upcoming 2026-27 budget as a separate capital item.

The project scope includes significant site work including grading, gravel, asphalt, curbing, and storm water management, with the buildings themselves being prefabricated construction. Plans include separate buildings for Public Works, distribution collection, and administration with garage facilities, as well as provisions for a future substation and new wash pit facilities.

Motion: Councilmember Kevin Demeny moved to approve the completion of the contract with Edifice and moving forward with the Public Service Center. The motion carried unanimously.

The AIA Document A133 – 2019 Exhibit A is attached to and made an official part of these minutes.

Motion: Councilmember Jill Tipton moved to adjourn the meeting. The motion carried unanimously.

Daphne Ingram, City Clerk

Ed Hatley, Mayor

AIA Document A133[®] – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 27th day of February in the year 2026, is incorporated into the accompanying AIA Document A133TM-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 1st day of July in the year 2024 (the "Agreement")

(In words, indicate day, month, and year.)

for the following PROJECT:

(Name and address or location)

«City of Lincolnton Public Service Center »
«500 Sigmon Rd, Lincolnton, NC

THE OWNER:

(Name, legal status, and address)

City of Lincolnton
114 W. Sycamore St.
Lincolnton, NC 28093
704.736.8980

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

Edifice, LLC
4111 South Boulevard (28209)
Post Office Box 36349
Charlotte, North Carolina 28236
North Carolina General Contracting License No. 10514

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE**
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201TM-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed **Eight Million Three Hundred Ninety- Nine Thousand Seven Hundred Sixty-Seven Dollar(\$ 8,399,767.00)**, subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

Reference Exhibit B – GMP Worksheet

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 **Alternates**

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
Alt # 1 – Paint Exposed Building Steel	\$27,000.00
Alt # 2 – Paint Exposed Duct, Pipe & Conduit	\$10,000.00

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
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§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
Reference Exhibit C – GMP Clarifications & Qualifications		

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of execution of this Amendment.

Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

Fourteen (14) days after the latter of the following:

- 1. Receipt of the fully executed Guaranteed Maximum Price Amendment;**
- 2. Receipt of all applicable permits;**
- 3. Receipt of evidence of Owner financing; or**

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

Not later than **Four Hundred and Twenty-Five Days (425)** calendar days from the date of commencement of the Work.

By the following date:

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
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§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
NA	NA	NA	NA

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Reference Exhibit D – Index of Drawings & Specifications

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Reference Exhibit D – Index of Drawings & Specifications

§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title
NA – None Stated

Date

Pages

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price
Masonry Can Wash Wall	\$5,000.00
Masonry Monument Sign	\$7,500.00
Window Treatments	\$6,696.00
Metal Carport Structures Gutter	\$20,000.00
Metal Carport Aluminum Escalation	\$30,000.00
Duke Power Sleeves	\$20,000.00
Site Unsuitable Soil Allowances	\$153,000.00

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

Reference Exhibit C – GMP Clarifications & Qualifications

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

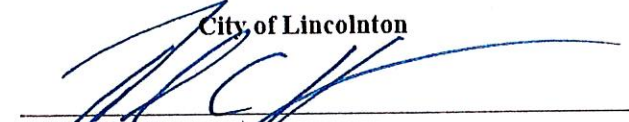
NA

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

NA

This Amendment to the Agreement entered into as of the day and year first written above.

City of Lincoln


 OWNER (Signature)
 Richard Haynes, City Manager
 (Printed name and title)

Edifice, LLC
 Digitally signed by Michael A. Carlisto
 DN: C=US, E=mcarlisto@edificeinc.com,
 O="Edifice, LLC", CN=Michael A. Carlisto
 Reason: I have reviewed this document
 Date: 2026.03.03 14:01:43-05'00'
 Michael A. Carlisto

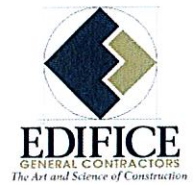
 CONSTRUCTION MANAGER (Signature)
 Michael A. Carlisto, Executive Vice President
 (Printed name and title)



Lincolnton Public Services Center
 500 Sigmon Rd, Lincolnton, NC
 GMPA # 1 - Cost of Construction
 EXHIBIT B

	Bidder	Bid Day Apparent Lows
Final Cleaning	Pro Klean	\$ 17,595
Surveying		\$ 11,500
Concrete	Strong (Combo)	\$ 335,330
Bollard Placement and Block Foundation	Strong	\$ 91,890
Masonry	Gates Masonry	\$ 182,500
Masonry Can Wash Wall ALLOWANCE	Allowance Gates Masonry	\$ 5,000
Masonry Monument Sign ALLOWANCE	Allowance Gates Masonry	\$ 7,500
Steel	SteelFab	\$ 25,730
Millwork and Casework	Carolina Custom Millwork	\$ 80,661
Weather Barrier, Caulking and Sealants	Strickland Waterproofing	\$ 80,400
Doors, Frames, and Hardware	Cook & Boardman	\$ 108,615
Overhead Doors	Miner	\$ 65,310
Alumn, Glass and Glazing	Gregory Glazing	\$ 154,638
Drywall	Stevens Interiors	\$ 272,929
Acoustical Ceilings	Sears Contract	\$ 17,516
Flooring	Modular Designs	\$ 28,746
Hard Tile	Lomax	\$ 27,707
Painting & Wallcovering	NJR	\$ 31,000
Specialties	Cook & Boardman	\$ 23,190
Aluminum Canopies	Charlotte Tent & Awning	\$ 35,267
Window Treatments Allowance	Allowance	\$ 6,696
Metal Carport Structures	US Eagle Carports	\$ 254,748
Metal Carport Structures Gutter Allowance	Allowance	\$ 20,000
Aluminum Escalation Allowance	Allowance	\$ 30,000
Pre-Engineered Metal Buildings	Strong (Combo)	\$ 827,982
Fire Protection	Absolute Fire Protection	\$ 118,750
Plumbing	Massey Plumbing	\$ 320,000
HVAC	GSM Services	\$ 215,000
Electrical	Lail Electric Service	\$ 374,500
Duke Power Sleeve Allowance	Allowance	\$ 20,000
Sitework	Efficient Developments	\$ 2,254,000
Site Unsuitable Allowance #1 & # 2	Allowance Efficient Developments	\$ 153,000
Site Features - Retaining Walls, Fencing, Gates	American Fence	\$ 137,967
Landscaping	Ingle & Son	\$ 16,837
Alternate # 1: Paint Exposed Building Steel (Walls and Ceiling)		\$ 27,000
Alternate # 2: Paint Exposed Duct, Conduit, Piping		\$ 10,000
Subtotal Trade Cost:		\$ 6,389,504
Permit Comment Contingency		\$ 25,000
CM Contingency		\$ 217,936
Impact and Tap Fees		by owner
Building Permit		by owner
General Conditions		\$ 875,030
Information Technology		\$ 20,749
General Liability and Pollution Insurance		\$ 78,847
Builders Risk Insurance		\$ 29,049
Subcontractor Default Insurance		\$ 82,593
Payment and Performance Bond		\$ 82,997
Fee		\$ 497,981
GMPA # 1 Total:		\$ 8,299,687
PreCon Services (Original Contract)		\$ 100,080
Current Contract through GMPA # 1		\$ 8,399,767

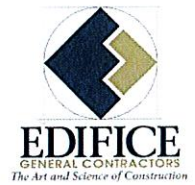
EXHIBIT C
CLARIFICATIONS & EXCLUSIONS



General

1. This GMP Amendment agreement reconciles the contract to include the full cost of construction as outlined in Exhibit B - GMP Worksheet Summary.
2. GMP Amendment is based off plans and specifications referenced in Exhibit D.
3. Pricing includes all applicable sales taxes.
4. Pricing includes all insurances necessary to perform the contract scope of work.
5. Pricing includes all Edifice oversight and management.
6. The GMP is based on the plans and specifications over renderings. If there is a conflict between the two the plans were followed, not the rendering.
7. Costs for all building permits have not been included in this GMP Amendment. This cost is being carried separately by the City (owner).
8. All system development fees associated with taps, impacts, development, utilities relocations, utility set up costs & meters have not been included in this GMP Amendment. This cost is being carried separately by the City (owner).
9. Cost of bringing any utilities into the site, which includes but is not limited to gas, electric, phone, cable, fiber, and internet have not been included. All services should be brought into the site by the responsible utility entity to a meter or transformer.
10. Shown site utilities such as domestic water, fire-line, FDC, site hydrants, sewer, storm water, site electrical and raceways are in the site trade package scope of work.
11. All work is priced during typical business hours (7am – 5pm). Work hours will be coordinated between Edifice, the City and the authorities having jurisdiction.
12. We have excluded any abatement or removal of hazardous or contaminated waste/materials if encountered on site or within the administration.
13. The following soft cost items are currently not included:
 - a. Testing & special inspections
 - b. Geotechnical Reports or Surveys
 - c. Mold, lead, asbestos, survey, testing, and abatement
 - d. Sound Systems
 - e. Televisions
 - f. Projection Screens
 - g. Security Systems, and Cameras
 - h. Furniture
 - i. Signage (allowance held) & way finding signs.
 - j. Data/Telecom/Structural Cabling with testing. J hooks and cable trays as needed for data cabling will be by telecom subcontract held by the owner.
 - k. Lockers, Benches, Mops and broom holders are shown as owner furnish, owner installed.
14. Any NCDOT and required encroachment permits are not included (if required).
15. Third party building commissioning is not included. Test & Balance will be by mechanical contractor. Edifice and the mechanical subcontractor will coordinate with the building commissioning agent throughout the project.
16. We exclude all references to full-time manufacturer representatives required to be present.
17. Pricing is based on an occupancy classification as noted on the plans. Only components related to life safety equipment will have seismic restraint if required. Design and Inspection of any required seismic restraints per the drawings will be by the designers and/or third-party inspector.
18. Third party UL labeling of any specified item or owner supplied item that does not come labeled is not included.
19. A construction contingency has been included. Construction Contingency will be used for various uses during the construction phase of the project which includes but not limited to scope gaps in the bidding of the project, correct deficient work, unforeseen items, acceleration, items that have been shown but are not shown in full detail, and any other items that the construction manager deems appropriate for the project. Construction contingency requests will be submitted accordingly for acknowledgement and record keeping for the city of Lincolnton.
20. Edifice, LLC has not included any informal submittals. We have included all necessary and required action submittals only transmitted digitally from our project management platforms.

EXHIBIT C
CLARIFICATIONS & EXCLUSIONS



21. No security personnel or surveillance systems have been included.
22. Subcontractor Default Insurance at a rate of 1.25% has been included.
23. We have included a payment and performance bond for the total contract value.
24. We have included costs associated with the mockup if a mockup is shown in the project construction documents. The mockup shall be for constructability and workmanship review, not for review and release of materials. Project material selections should be complete prior to this mockup. Non long lead time material selections within the mockup can be amended accordingly by the project team.
25. We have excluded separate interior finish selection mock-ups. Mock-up areas can become part of completed work.
26. LEED requirements and or project registration fees are not included. This is not a LEED certified, Green Globes, or a sustainable certified project of any sort.
27. Gas service to the building and meter is by the utility supplier. Edifice will coordinate with utility companies as necessary (if gas shown on the drawings). Currently no gas utility is shown or included on the drawings.
28. We have not included any third-party photographic documentation for preconstruction, periodic construction, or final completion. Edifice will take progress photos and videos throughout the project and share as requested.
29. Closeout procedures, demonstration and training format and turnover will be mutually agreed between Edifice and City of Lincolnton.
30. We have excluded camera inspections of existing utilities if required.
31. We have not included any underpinning or shoring systems. None shown on drawings.
32. We have not included any dewatering systems. None shown on drawings.
33. Removal or re-routing of unknown/unidentified underground utilities and structures is excluded unless indicated on the plans.
34. No deep foundations or ground improvement systems have been included; it is assumed that the existing areas have adequate bearing pressure for new structures per the drawings.
35. We have not included any remedial work to be done to the subgrade to achieve the proper bearing capacity. This includes mechanically drying, lime – concrete stabilization. Existing soil capacity is assumed to meet design requirements for both drives and building pads. Note the project has two site unsuitable allowances (#1 & #2) to use as needed.
36. GMP does not include the import of topsoil. Existing topsoil to be stripped and stockpiled on site and respread at landscape areas. Excess topsoil haul off is included, import of off-site topsoil not included.
37. Retaining wall design by professional engineer licensed in the state of NC is included. Cost of retaining wall permit is included. Testing of backfill material and inspections is by others.
38. Spray material fire proofing is not included. None shown on the documents.
39. No provisions have been included for concrete admixtures if required for schedule acceleration.
40. No provisions have been included for climate control to install concrete in inclement weather or during lower temperatures.
41. Wet curing of concrete has been excluded.
42. We have excluded sandblasting or a fine texture rub/patch finish of any concrete. None has been shown or called for on the plans.
43. Drywall costs are based on a level 4 finish for walls and ceilings exposed to view. Level 5 finish will be provided if clearly defined locations are shown on the contract documents.
44. We have excluded any vapor or moisture mitigation products if required to be installed over concrete surfaces to achieve adhesion with floor finish material.
45. We have included only temp interior signage required to achieve a certificate of occupancy. Signage package and directories including building & address signage and site way finding signage is by others. The owners signage package should be coordinated as a project team in advance to be installed prior to substantial completion.
46. A sprinkler system per plans has been included which is based on an adequate water supply and pressure being available to the site. No provisions for a fire pump, storage tank or enclosure have been included. No additional off-site utility work to get to an adequate source has been included. Dry system and or dry heads have not been included (not shown).
47. Booster pumps for domestic water systems have been shown or included. Adequate water pressure is expected.
48. No RPZ's or Backflow preventors have been shown on the documents, therefore note priced.
49. We have excluded heat tracing of below grade piping unless specifically indicated on the plans.
50. We have not included temporary or permanent equipment to condition air for drywall installation or any other products

EXHIBIT C CLARIFICATIONS & EXCLUSIONS

- or systems prior to the running of permanent HVAC equipment. Job site conditions will be evaluated as needed during construction. If additional equipment or measures are needed for certain work to take place the owner, architect and Edifice will review all options on how this can be achieved. Drywall will be installed prior to having conditioned air in the building. Edifice will make sure areas are dry and protected from weather elements and will remove and replace any damaged or wet drywall affected by weather.
51. GMP is based on the following items provided and installed by the owner: Security, voice and data, cameras, Audio-video systems, projectors mounts, speakers, CATV, Structured cabling (Data cabling), TV's, furniture, and fixtures. Conduit for low voltage is included per the plans. Conduit raceways will be provided at all inwall locations, hard ceiling and open ceiling areas to the closest accessible ceiling location. Pathways and J hooks above accessible ceilings are by the data subcontract which is outside this scope of work.
 52. Site parking lot lighting (pathways, wire, pole bases, poles and lamps) are excluded. All parking lot site lighting scope of work will be furnished and installed by utility provider and leased back to building end users. This is at the direction of the City.
 53. No HVAC BAS is shown or included.
 54. Edifice has excluded all low voltage wiring, front-end equipment and finish devices including but not limited to; CAT6, fiber, network/security and AV cabling, cameras, projector screens, speakers, network/data/av/phone/coaxial cable outlets, racks, TV's, patch panels, card readers, wireless access points, etc.
 55. There is no fire alarm systems shown on the drawings or carried in the GMP. (E001 has a full fire alarm legend shown but there is not a system shown.)
 56. If an Allowance is used up, Edifice reserves the right, with approval from the City, to utilize unused funds from other allowances. If all Allowances are exceeded, Edifice reserves the right to negotiate in good faith with the City on additional funds to satisfy the work associated with those allowances.
 57. Edifice includes the right to discuss, negotiate, and resolve any items in the specifications that are not directly specific or applicable to the project. In other words, if "canned" or "non-applicable" items are included in the specifications, Edifice will not be held responsible for them.
 58. Pricing is based on a minimum of three acceptable manufacturers for each product or component unless an owner preferred alternate has been accepted. The basis of design specifications is to include three acceptable specific products with accompanying model or part number. The three products should all perform in a way acceptable to the Owner and Designers. This clarification is included to help the trade contractors pricing and promote competition amongst the specified items.
 59. Edifice has included the provisions of Division 01 from the specifications that are provided and required by the City. Our contract is with City and not the Designers. Therefore, if any requirements or stipulations were added to or included in Division 01 by the Designers, and not agreed upon by Edifice, Edifice has not included any of those items and will not be required to adhere to those items.
 60. Subcontractor pricing is being held 120 calendar days from bid opening.
 61. All exterior aluminum colors and finishes should be per the manufacturer's standard finishes.
 62. The assembly for the demising walls and false roof in the department buildings are not a fire sated assembly as drawn in the documents.
 63. Watering of plants and grasses has been included until substantial completion is achieved.
 64. Bid package clarifications that should be noted include:
 - a. Concrete: The concrete Sealer manufactures were not defined in the documents. Material being carried fits the project requirements and defined specifications have been included.
 - b. Masonry: The new brick is modular as down in the documents. The intent was to match the existing building on site which is no longer manufactured. We have carried a close match from General Shale Brick and standard mortar.
 - c. Millwork: millwork finishes were not called out in the drawings or specifications. We have carried PLAM over ¾ substrate as called out on A603. Per architect response in RFI # 33 – Under-lavatory pipe covers are included in lieu of the casework skirts shown in the drawings.
 - d. Waterproofing: Weather and air barrier for exterior vertical walls are included at elevations with plywood and OSB only as shown and call for on the bid documents. Exterior below grade waterproofing will be installed and extended to the face of concrete foundations, not on the face of masonry. Reference 6/A301B.
 - e. Doors and Frames: Maple wood doors are being carried in the GMP. No provisions for access control at any doors have been included. Non shown on the drawings.

EXHIBIT C CLARIFICATIONS & EXCLUSIONS

- f. Overhead Doors: Per Bid day RFI responses 7&8, all overhead doors are included as coiling doors with no glazing panels per the architect.
- g. ACT product not defined in the drawings. A suitable ACT and Grid by a listed manufacturer has been included.
- h. Paint: Paint colors have not been defined. Drawings state color will be chosen by owner during submittal process.
- i. Carports and Material Storage Structures: This scope of work is called to be a delegated design. The trade contractor will to its best ability to match the "intent" of the drawings but modification to allow their design to work and be engineered will take precedence over the architectural drawings.
 - Due to extreme volatility in the aluminum supply chain, we have carried an allowance for material escalation. This allowance allows the project team time to get material ordered up till April 1st, 2026.
- j. Metal Canopies: We have included Charlotte Tent and Awning - Elite Deck Canopy System with an exterior grade powder coat finish (standard color with 1 year warranty on finish from substantial completion)
- k. Metal Building Manufacturers Deposit requirements are:
 - Production Order Deposit amount - \$130,036.00
 - Pre-Fabrication Payment Amount - \$487,628.00
- l. Plumbing: All compressed air piping and reels are included. Air compressors will be provided and installed by the owner. The final connection of the compressed air piping to the compressor is included by the plumbing contractor.
- m. Sand and Oil Separators are included and all piping connections from the buildings to the separators are included. All sanitary piping and connections from the O/S separators to the utility mains are included by the Sitework contractor.
- n. Electrical: Conduit and power feeds as shown for the covered parking structures. No low voltage conduit of wire for these structures are shown therefore not included in the price.
- o. Building Power: We have included conduits for the building power stubbed out 5' from the face of the building. An allowance is being carried in the GMP for additional site conduit needs by the owner or utility company.
- p. Geotech: Recommendations for undercutting unsuitable soil or fill areas per the Geotech Report dated 10/25/2024 have been addressed with our stated allowances. The exact recommendations of the Geotech Report are not included as they were not called out for or changed on the civil drawings.
- q. Fencing: 1" conduit and power for the automatic gates is included with a standalone goose neck card reader and mount. Card reader, cards, wiring and conduit for low voltage is not shown or included. All site fencing is included as galvanized chain link. There are privacy slats included only at the fence surrounding the dumpster enclosure.
- r. This GMP does not include any scope of work in or on the existing buildings currently located on site.

Exhibit D – Index of Drawings & Specifications



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Permit Drawings - Current Drawings

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
Architectural					
A001	CONSTRUCTION TYPES (EXTERIOR CONDITIONS)	0	11/07/2025	11/07/2025	Permit Set (11/07/25)
A002	CONSTRUCTION TYPES (INTERIOR CONDITIONS)	0	11/07/2025	11/07/2025	Permit Set (11/07/25)
A101B	FLOOR PLAN (GARAGE/ADMIN)	0	11/07/2025	11/07/2025	Permit Set (11/07/25)
A101C	FLOOR PLAN (DEPT.)	0	11/07/2025	11/07/2025	Permit Set (11/07/25)
A101D	PLANS (CARPORTS)	0	11/07/2025	11/07/2025	Permit Set (11/07/25)
A101E	PLANS (MAT. STOR.)	0	11/07/2025	11/07/2025	Permit Set (11/07/25)
A102B	REFLECTED CEILING PLAN (GARAGE/ADMIN)	0	11/07/2025	11/07/2025	Permit Set (11/07/25)
A102C	REFLECTED CEILING PLAN (DEPT.)	0	11/07/2025	11/07/2025	Permit Set (11/07/25)
A103B	ROOF PLAN (GARAGE/ADMIN)	0	11/07/2025	11/07/2025	Permit Set (11/07/25)
A103C	ROOF PLAN (DEPT.)	0	11/07/2025	11/07/2025	Permit Set (11/07/25)
A201B	EXTERIOR ELEVATIONS (GARAGE/ADMIN)	0	11/07/2025	11/07/2025	Permit Set (11/07/25)
A201C	EXTERIOR ELEVATIONS (DEPT.)	0	11/07/2025	11/07/2025	Permit Set (11/07/25)
A201D/E	EXTERIOR ELEVATIONS (CARPORTS) (MAT. STOR.)	0	11/07/2025	11/07/2025	Permit Set (11/07/25)
A301B	BUILDING / WALL SECTIONS (GARAGE/ADMIN)	0	11/07/2025	11/07/2025	Permit Set (11/07/25)
A301C	BUILDING / WALL SECTIONS (DEPT.)	0	11/07/2025	11/07/2025	Permit Set (11/07/25)
A302B/C	WALL SECTIONS	0	11/07/2025	11/07/2025	Permit Set (11/07/25)
A401	ENLARGED PLANS & DETAILS	0	11/07/2025	11/07/2025	Permit Set (11/07/25)
A501	EXTERIOR DETAILS	0	11/07/2025	11/07/2025	Permit Set (11/07/25)
A601	DOOR TYPES / DETAILS & SCHEDULES	0	11/07/2025	11/07/2025	Permit Set (11/07/25)
A602	WINDOW TYPES & DETAILS	0	11/07/2025	11/07/2025	Permit Set (11/07/25)
A603	INTERIOR DETAILS	0	11/07/2025	11/07/2025	Permit Set (11/07/25)
A701	INTERIOR ELEVATIONS	0	11/07/2025	11/07/2025	Permit Set (11/07/25)
Civil					
C001	SURVEY	0	10/31/2025	11/07/2025	Permit Set (11/07/25)
C100	COVER SHEET & GENERAL NOTES	0	10/31/2025	11/07/2025	Permit Set (11/07/25)
C101	EX COND & DEMO PLAN	0	10/31/2025	11/07/2025	Permit Set (11/07/25)
C200	OVERALL-SITE PLAN	0	10/31/2025	11/07/2025	Permit Set (11/07/25)
C301	VEHICLE TURNING MOVEMENT PLAN	0	10/31/2025	11/07/2025	Permit Set (11/07/25)
C302	STAKING & MATERIALS PLAN	0	10/31/2025	11/07/2025	Permit Set (11/07/25)
C300	EROSION CONTROL NOTES	0	10/31/2025	11/07/2025	Permit Set (11/07/25)
C401	INITIAL EROSION CONTROL PLAN	0	10/31/2025	11/07/2025	Permit Set (11/07/25)
C402	FINAL EROSION CONTROL PLAN	0	10/31/2025	11/07/2025	Permit Set (11/07/25)
C400	GRADING & DRAINAGE PLAN	0	10/31/2025	11/07/2025	Permit Set (11/07/25)

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Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
C401	DRAINAGE AREA MAP	0	10/31/2025	11/07/2025	Permit Set (11/07/25)
C500	CONSTRUCTION DETAILS	0	10/31/2025	11/07/2025	Permit Set (11/07/25)
C501	CONSTRUCTION DETAILS	0	10/31/2025	11/07/2025	Permit Set (11/07/25)
C502	CONSTRUCTION DETAILS	0	10/31/2025	11/07/2025	Permit Set (11/07/25)
C503	LANDSCAPE DETAILS	0	10/31/2025	11/07/2025	Permit Set (11/07/25)
C600	UTILITY PLAN	0	10/31/2025	11/07/2025	Permit Set (11/07/25)
C601	SEWER PLAN & PROFILE SHEET	0	10/31/2025	11/07/2025	Permit Set (11/07/25)
C602	UTILITY NOTES	0	10/31/2025	11/07/2025	Permit Set (11/07/25)
C603	UTILITY DETAILS	0	10/31/2025	11/07/2025	Permit Set (11/07/25)
C604	UTILITY DETAILS	0	10/31/2025	11/07/2025	Permit Set (11/07/25)
C700	SIGHT DISTANCE PROFILE	0	10/31/2025	11/07/2025	Permit Set (11/07/25)
C701	SIGHT DISTANCE PROFILE	0	10/31/2025	11/07/2025	Permit Set (11/07/25)
Electrical					
E001	ELECTRICAL LEGEND & NOTES	0	11/07/2025	11/07/2025	Permit Set (11/07/25)
E002	ELECTRICAL SCHEDULES	0	11/07/2025	11/07/2025	Permit Set (11/07/25)
E003	ELECTRICAL DETAILS	0	11/07/2025	11/07/2025	Permit Set (11/07/25)
E004	ELECTRICAL WIRING DIAGRAMS	0	11/07/2025	11/07/2025	Permit Set (11/07/25)
E005	ELECTRICAL SITE PLAN	0	11/07/2025	11/07/2025	Permit Set (11/07/25)
E101B	ELECTRICAL POWER PLAN (GARAGE/ADMIN)	0	11/07/2025	11/07/2025	Permit Set (11/07/25)
E101C.1	ELECTRICAL POWER PLAN (DEPT. 1)	0	11/07/2025	11/07/2025	Permit Set (11/07/25)
E101C.2	ELECTRICAL POWER PLAN (DEPT. 2)	0	11/07/2025	11/07/2025	Permit Set (11/07/25)
E101D	ELECTRICAL PLANS (CARPORTS)	0	11/07/2025	11/07/2025	Permit Set (11/07/25)
E102B	ELECTRICAL LIGHTING PLAN (GARAGE/ADMIN)	0	11/07/2025	11/07/2025	Permit Set (11/07/25)
E102C.1	ELECTRICAL LIGHTING PLAN (DEPT.1)	0	11/07/2025	11/07/2025	Permit Set (11/07/25)
E102C.2	ELECTRICAL LIGHTING PLAN (DEPT.2)	0	11/07/2025	11/07/2025	Permit Set (11/07/25)
E201	RISER DIAGRAMS & SCHEDULES	0	11/07/2025	11/07/2025	Permit Set (11/07/25)
Fire Protection					
FP001	FIRE PROTECTION LEGEND & NOTES	0	11/07/2025	11/07/2025	Permit Set (11/07/25)
FP002	FIRE PROTECTION DETAILS	0	11/07/2025	11/07/2025	Permit Set (11/07/25)
FP101B	FIRE PROTECTION PLAN (GARAGE/ADMIN)	0	11/07/2025	11/07/2025	Permit Set (11/07/25)
FP101C.1	FIRE PROTECTION PLAN (DEPT. 1)	0	11/07/2025	11/07/2025	Permit Set (11/07/25)
FP101C.2	FIRE PROTECTION PLAN (DEPT. 2)	0	11/07/2025	11/07/2025	Permit Set (11/07/25)
General					
G001	COVER SHEET	0	11/07/2025	11/07/2025	Permit Set (11/07/25)
G001	BUILDING CODE SUMMARIES	0	11/07/2025	11/07/2025	Permit Set (11/07/25)
G102B	LIFE SAFETY PLAN (GARAGE/ADMIN)	0	11/07/2025	11/07/2025	Permit Set (11/07/25)
G102C	LIFE SAFETY PLAN (DEPT.)	0	11/07/2025	11/07/2025	Permit Set (11/07/25)
G501	U.L. RATED ASSEMBLIES	0	11/07/2025	11/07/2025	Permit Set (11/07/25)

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Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
Landscape					
L100	PLANTING PLAN	0	11/07/2025	11/07/2025	Permit Set (11/07/25)
Mechanical					
M001	MECHANICAL LEGEND & NOTES	0	11/07/2025	11/07/2025	Permit Set (11/07/25)
M002	MECHANICAL DETAILS	0	11/07/2025	11/07/2025	Permit Set (11/07/25)
M003	MECHANICAL SCHEDULES	0	11/07/2025	11/07/2025	Permit Set (11/07/25)
M101B	MECHANICAL PLAN (GARAGE/ADMIN)	0	11/07/2025	11/07/2025	Permit Set (11/07/25)
M101C.1	MECHANICAL PLAN (DEPT. 1)	0	11/07/2025	11/07/2025	Permit Set (11/07/25)
M101C.2	MECHANICAL PLAN (DEPT. 2)	0	11/07/2025	11/07/2025	Permit Set (11/07/25)
Plumbing					
P001	PLUMBING LEGEND & NOTES	0	11/07/2025	11/07/2025	Permit Set (11/07/25)
P002	PLUMBING SCHEDULES	0	11/07/2025	11/07/2025	Permit Set (11/07/25)
P003	PLUMBING DETAILS	0	11/07/2025	11/07/2025	Permit Set (11/07/25)
P004	PLUMBING DETAILS	0	11/07/2025	11/07/2025	Permit Set (11/07/25)
P101A	PLUMBING PLAN (WASH BAY)	0	11/07/2025	11/07/2025	Permit Set (11/07/25)
P101B	PLUMBING PLAN (GARAGE/ADMIN)	0	11/07/2025	11/07/2025	Permit Set (11/07/25)
P101C.1	PLUMBING PLAN (DEPT. 1)	0	11/07/2025	11/07/2025	Permit Set (11/07/25)
P101C.2	PLUMBING PLAN (DEPT. 2)	0	11/07/2025	11/07/2025	Permit Set (11/07/25)
P201	PLUMBING RISER (DEPT. 1)	0	11/07/2025	11/07/2025	Permit Set (11/07/25)
P202	PLUMBING RISER (DEPT. 2)	0	11/07/2025	11/07/2025	Permit Set (11/07/25)
P203	PLUMBING RISER (GARAGE)	0	11/07/2025	11/07/2025	Permit Set (11/07/25)
P204	PLUMBING RISER (GARAGE)	0	11/07/2025	11/07/2025	Permit Set (11/07/25)
P205	PLUMBING RISER (GARAGE)	0	11/07/2025	11/07/2025	Permit Set (11/07/25)
Structural					
S001	GENERAL NOTES, ABBREVIATIONS AND SYMBOL LEGEND	0	10/31/2025	11/07/2025	Permit Set (11/07/25)
S002	STATEMENT OF SPECIAL INSPECTIONS	0	10/31/2025	11/07/2025	Permit Set (11/07/25)
S003	STATEMENT OF SPECIAL INSPECTIONS	0	10/31/2025	11/07/2025	Permit Set (11/07/25)
S101B	FOUNDATION PLAN - GARAGE / ADMIN	0	10/31/2025	11/07/2025	Permit Set (11/07/25)
S101C	FOUNDATION PLAN - DEPT	0	10/31/2025	11/07/2025	Permit Set (11/07/25)
S101D	FOUNDATION PLAN - MAT STOR. / CARPORT	1	01/08/2026	01/08/2026	RFI Comments
S301	SLAB ON GRADE DETAILS	1	01/08/2026	01/08/2026	RFI Comments
S701	PEMB - SECTIONS AND DETAILS	0	10/31/2025	11/07/2025	Permit Set (11/07/25)
P002	PEMB - PIER DETAILS	1	01/08/2026	01/08/2026	RFI Comments

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Current Specifications

Number	Description	Revision	Issued Date	Received Date	Set
00 - Procurement and Contracting Requirements					
00000.C	TABLE OF CONTENTS - CIVIL	0	09/17/25	11/07/25	Specifications
00000.MEPPP	TABLE OF CONTENTS - MEPPP	0	09/18/25	11/07/25	Specifications
000110.C	PROFESSIONAL SEALS PAGE - CIVIL	0	09/17/25	11/07/25	Specifications
000110.MEPPP	PROFESSIONAL SEALS - MEPPP	0	09/18/25	11/07/25	Specifications
002113	INSTRUCTIONS TO BIDDERS	0	11/07/25	11/07/25	Specifications
004323	ALTERNATES FORM	0	11/07/25	11/07/25	Specifications
01 - General Requirements					
011000	SUMMARY	0	11/07/25	11/07/25	Specifications
012000	PRICE AND PAYMENT PROCEDURES	0	11/07/25	11/07/25	Specifications
012100	ALLOWANCES	0	11/07/25	11/07/25	Specifications
012200	UNIT PRICES	0	11/07/25	11/07/25	Specifications
012300	ALTERNATES	0	11/07/25	11/07/25	Specifications
012500	SUBSTITUTION PROCEDURES	0	11/07/25	11/07/25	Specifications
013000	ADMINISTRATIVE REQUIREMENTS	0	11/07/25	11/07/25	Specifications
014000	QUALITY REQUIREMENTS	0	11/07/25	11/07/25	Specifications
015000	TEMPORARY FACILITIES AND CONTROLS	0	11/07/25	11/07/25	Specifications
015100	TEMPORARY UTILITIES	0	11/07/25	11/07/25	Specifications
015500	VEHICULAR ACCESS AND PARKING	0	11/07/25	11/07/25	Specifications
016000	PRODUCT REQUIREMENTS	0	11/07/25	11/07/25	Specifications
017000	EXECUTION AND CLOSEOUT REQUIREMENTS	0	11/07/25	11/07/25	Specifications
017800	CLOSEOUT SUBMITTALS	0	11/07/25	11/07/25	Specifications
017900	DEMONSTRATION AND TRAINING	0	11/07/25	11/07/25	Specifications
03 - Concrete					
031000	CONCRETE FORMING AND ACCESSORIES	0	11/07/25	11/07/25	Specifications
032000	CONCRETE REINFORCING	0	11/07/25	11/07/25	Specifications
033000.A	CAST-IN-PLACE CONCRETE	0	11/07/25	11/07/25	Specifications
033000.S	CAST-IN-PLACE CONCRETE	0	11/07/25	11/07/25	Specifications
033511	CONCRETE FLOOR FINISHES	0	11/07/25	11/07/25	Specifications
04 - Masonry					
042000	UNIT MASONRY	0	11/07/25	11/07/25	Specifications
05 - Metals					
054000	COLD-FORMED METAL FRAMING	0	11/07/25	11/07/25	Specifications

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Number	Description	Revision	Issued Date	Received Date	Set
055000	METAL FABRICATIONS	0	11/07/25	11/07/25	Specifications
06 - Wood, Plastics, and Composites					
061000	ROUGH CARPENTRY	0	11/07/25	11/07/25	Specifications
064100	ARCHITECTURAL WOOD CASEWORK	0	11/07/25	11/07/25	Specifications
07 - Thermal and Moisture Protection					
071113	BITUMINOUS DAMPROOFING	0	11/07/25	11/07/25	Specifications
071400	FLUID APPLIED WATERPROOFING	0	11/07/25	11/07/25	Specifications
072100	THERMAL INSULATION	0	11/07/25	11/07/25	Specifications
072119	FOAMED-IN-PLACE INSULATION	0	11/07/25	11/07/25	Specifications
072500	WEATHER BARRIERS	0	11/07/25	11/07/25	Specifications
072600	VAPOR RETARDERS	0	11/07/25	11/07/25	Specifications
072700	AIR BARRIERS	0	11/07/25	11/07/25	Specifications
074113	METAL ROOF PANELS	0	11/07/25	11/07/25	Specifications
074213	METAL WALL PANELS	0	11/07/25	11/07/25	Specifications
076200	SHEET METAL FLASHING AND TRIM	0	11/07/25	11/07/25	Specifications
078400	FIRESTOPPING	0	11/07/25	11/07/25	Specifications
079200	JOINT SEALANTS	0	11/07/25	11/07/25	Specifications
08 - Openings					
081113	HOLLOW METAL DOORS AND FRAMES	0	11/07/25	11/07/25	Specifications
081416	FLUSH WOOD DOORS	0	11/07/25	11/07/25	Specifications
083323	OVERHEAD COILING DOORS	0	11/07/25	11/07/25	Specifications
084313	ALUMINUM-FRAMED STOREFRONTS	0	11/07/25	11/07/25	Specifications
087100	DOOR HARDWARE	0	11/07/25	11/07/25	Specifications
088000	GLAZING	0	11/07/25	11/07/25	Specifications
088813	FIRE-RESISTANT GLAZING	0	11/07/25	11/07/25	Specifications
089119	FIXED LOUVERS	0	09/18/25	11/07/25	Specifications
09 - Finishes					
090561	COMMON WORK RESULTS FOR FLOORING PREPARATION	0	11/07/25	11/07/25	Specifications
092116	GYPSONUM BOARD ASSEMBLIES	0	11/07/25	11/07/25	Specifications
092216	NON-STRUCTURAL METAL FRAMING	0	11/07/25	11/07/25	Specifications
093000	TILING	0	11/07/25	11/07/25	Specifications
095100	ACOUSTICAL CEILINGS	0	11/07/25	11/07/25	Specifications
096500	RESILIENT FLOORING	0	11/07/25	11/07/25	Specifications
099113	EXTERIOR PAINTING	0	11/07/25	11/07/25	Specifications
099123	INTERIOR PAINTING	0	11/07/25	11/07/25	Specifications
00 - Specialties					
001419	DIMENSIONAL LETTER SIGNAGE	0	11/07/25	11/07/25	Specifications

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Number	Description	Revision	Issued Date	Received Date	Set
102600	WALL AND DOOR PROTECTION	0	11/07/25	11/07/25	Specifications
102800	TOILET, BATH, AND LAUNDRY ACCESSORIES	0	11/07/25	11/07/25	Specifications
104300	EMERGENCY AID SPECIALTIES	0	11/07/25	11/07/25	Specifications
104400	FIRE PROTECTION SPECIALTIES	0	11/07/25	11/07/25	Specifications
105113	METAL LOCKERS	0	11/07/25	11/07/25	Specifications
105613	METAL STORAGE SHELVING	0	11/07/25	11/07/25	Specifications
105617	WALL-MOUNTED STANDARDS AND SHELVING	0	11/07/25	11/07/25	Specifications
107316	CANOPIES	0	11/07/25	11/07/25	Specifications
11 - Equipment					
113013	RESIDENTIAL APPLIANCES	0	11/07/25	11/07/25	Specifications
12 - Furnishings					
122113	HORIZONTAL LOUVER BLINDS	0	11/07/25	11/07/25	Specifications
123600	COUNTERTOPS	0	11/07/25	11/07/25	Specifications
13 - Special Construction					
133419	METAL BUILDING SYSTEMS	0	11/07/25	11/07/25	Specifications
21 - Fire Suppression					
210500	COMMON WORK RESULTS FOR FIRE SUPPRESSION	0	09/18/25	11/07/25	Specifications
210517	SLEEVES AND SLEEVE SEALS FOR FIRE-SUPPRESSION PIPING	0	09/18/25	11/07/25	Specifications
210518	ESCUICHEONS FOR FIRE-SUPPRESSION PIPING	0	09/18/25	11/07/25	Specifications
210523	GENERAL-DUTY VALVES FOR FIRE PROTECTION PIPING	0	09/18/25	11/07/25	Specifications
210529	HANGERS AND SUPPORTS FOR FIRE SUPPRESSION PIPING AND EQUIPMENT	0	09/18/25	11/07/25	Specifications
210548	VIBRATION AND SEISMIC CONTROLS FOR FIRE-SUPPRESSION PIPING AND EQUIPMENT	0	09/18/25	11/07/25	Specifications
210553	IDENTIFICATION FOR FIRE-SUPPRESSION PIPING AND EQUIPMENT	0	09/18/25	11/07/25	Specifications
211100	FACILITY FIRE-SUPPRESSION WATER-SERVICE PIPING	0	09/18/25	11/07/25	Specifications
211119	FIRE DEPARTMENT CONNECTIONS	0	09/18/25	11/07/25	Specifications
211313	WET-PIPE SPRINKLER SYSTEMS	0	09/18/25	11/07/25	Specifications
211316	DRY-PIPE SPRINKLER SYSTEMS	0	09/18/25	11/07/25	Specifications
22 - Plumbing					
220500	COMMON WORK RESULTS FOR PLUMBING	0	09/18/25	11/07/25	Specifications
220517	SLEEVES AND SLEEVE SEALS FOR PLUMBING PIPING	0	09/18/25	11/07/25	Specifications
220519	METERS AND GAGES FOR PLUMBING PIPING	0	09/18/25	11/07/25	Specifications
220523	GENERAL-DUTY VALVES FOR PLUMBING PIPING	0	09/18/25	11/07/25	Specifications
220529	HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT	0	09/18/25	11/07/25	Specifications
220553	IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT	0	09/18/25	11/07/25	Specifications
220719	PLUMBING PIPING INSULATION	0	09/18/25	11/07/25	Specifications
221116	DOMESTIC WATER PIPING	0	09/18/25	11/07/25	Specifications
221119	DOMESTIC WATER PIPING SPECIALTIES	0	09/18/25	11/07/25	Specifications

Exhibit D – Index of Drawings & Specifications



Printed on Fri Feb 13, 2026 at 01:04 pm EST
 Job #: NC4436 Lincolnton Public Services Center
 500 Sigmon Road
 Lincolnton, North Carolina 28092

Number	Description	Revision	Issued Date	Received Date	Set
221316	SANITARY WASTE AND VENT PIPING	0	09/18/25	11/07/25	Specifications
221319	SANITARY WASTE PIPING SPECIALTIES	0	09/18/25	11/07/25	Specifications
223300	ELECTRIC, DOMESTIC-WATER HEATERS	0	09/18/25	11/07/25	Specifications
224000	PLUMBING FIXTURES	0	09/18/25	11/07/25	Specifications
224223	COMMERCIAL SHOWERS	0	09/18/25	11/07/25	Specifications
23 - Heating, Ventilating, and Air Conditioning (HVAC)					
230513	COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT	0	09/18/25	11/07/25	Specifications
230529	HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT	0	09/18/25	11/07/25	Specifications
230548	VIBRATION AND SEISMIC CONTROLS FOR HVAC	0	09/18/25	11/07/25	Specifications
230593	TESTING, ADJUSTING, AND BALANCING FOR HVAC	0	09/18/25	11/07/25	Specifications
230713	DUCT INSULATION	0	09/18/25	11/07/25	Specifications
230716	HVAC EQUIPMENT INSULATION	0	09/18/25	11/07/25	Specifications
230923	DIRECT DIGITAL CONTROL (DDC) SYSTEM FOR HVAC	0	09/18/25	11/07/25	Specifications
230923.12	CONTROL DAMPERS	0	09/18/25	11/07/25	Specifications
232300	REFRIGERANT PIPING	0	09/18/25	11/07/25	Specifications
233113	METAL DUCTS	0	09/18/25	11/07/25	Specifications
233116	NONMETAL DUCTS	0	09/18/25	11/07/25	Specifications
233300	AIR DUCT ACCESSORIES	0	09/18/25	11/07/25	Specifications
233346	FLEXIBLE DUCTS	0	09/18/25	11/07/25	Specifications
233416	CENTRIFUGAL HVAC FANS	0	09/18/25	11/07/25	Specifications
233439	HIGH-VOLUME, LOW-SPEED FANS	0	09/18/25	11/07/25	Specifications
233713	AIR DIFFUSERS	0	09/18/25	11/07/25	Specifications
233713.23	REGISTERS AND GRILLES	0	09/18/25	11/07/25	Specifications
238126	SPLIT-SYSTEM AIR-CONDITIONERS	0	09/18/25	11/07/25	Specifications
238127	DUCTLESS SPLIT-SYSTEM AIR-CONDITIONERS	0	09/18/25	11/07/25	Specifications
238239	WALL AND CEILING UNIT HEATERS	0	09/18/25	11/07/25	Specifications
26 - Electrical					
260010	SUPPLEMENTAL REQUIREMENTS FOR ELECTRICAL	0	09/18/25	11/07/25	Specifications
260011	FACILITY PERFORMANCE REQUIREMENTS FOR ELECTRICAL	0	09/18/25	11/07/25	Specifications
260519	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES	0	09/18/25	11/07/25	Specifications
260526	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS	0	09/18/25	11/07/25	Specifications
260529	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS	0	09/18/25	11/07/25	Specifications
260533.13	CONDUITS FOR ELECTRICAL SYSTEMS	0	09/18/25	11/07/25	Specifications
260533.16	BOXES AND COVERS FOR ELECTRICAL SYSTEMS	0	09/18/25	11/07/25	Specifications
260553	IDENTIFICATION FOR ELECTRICAL SYSTEMS	0	09/18/25	11/07/25	Specifications
260923	LIGHTING CONTROL DEVICES	0	09/18/25	11/07/25	Specifications
262416	PANELBOARDS	0	09/18/25	11/07/25	Specifications

Exhibit D – Index of Drawings & Specifications

Printed on Fri Feb 13, 2026 at 01:04 pm EST

Job #: NC4436 Lincolnton Public Services Center
500 Sigmon Road
Lincolnton, North Carolina 28092



Number	Description	Revision	Issued Date	Received Date	Set
262726	WIRING DEVICES	0	09/18/25	11/07/25	Specifications
262813	FUSES	0	09/18/25	11/07/25	Specifications
262816	ENCLOSED SWITCHES AND CIRCUIT BREAKERS	0	09/18/25	11/07/25	Specifications
265119	LED LIGHTING	0	09/18/25	11/07/25	Specifications
27 - Communications					
271100	COMMUNICATIONS EQUIPMENT ROOM FITTINGS	0	09/18/25	11/07/25	Specifications
31 - Earthwork					
311000	SITE CLEARING	0	09/17/25	11/07/25	Specifications
312000	EARTH MOVING	0	09/17/25	11/07/25	Specifications
313116	TERMITE CONTROL	0	09/17/25	11/07/25	Specifications
315000	EXCAVATION SUPPORT AND PROTECTION	0	09/17/25	11/07/25	Specifications
32 - Exterior Improvements					
321216	ASPHALT PAVING	0	09/17/25	11/07/25	Specifications
321313	CONCRETE PAVING	0	09/17/25	11/07/25	Specifications
321373	CONCRETE PAVING JOINT SEALANTS	0	09/17/25	11/07/25	Specifications
321713	PARKING BUMPERS	0	09/17/25	11/07/25	Specifications
321723	PAVEMENT MARKINGS	0	09/17/25	11/07/25	Specifications
321726	TACTILE WARNING SURFACING	0	09/17/25	11/07/25	Specifications
323113	CHAIN LINK FENCES AND GATES	0	09/17/25	11/07/25	Specifications
323223	SEGMENTAL RETAINING WALLS	0	09/17/25	11/07/25	Specifications
329113	SOIL PREPARATION	0	09/17/25	11/07/25	Specifications
329200	TURF AND GRASSES	0	09/17/25	11/07/25	Specifications
329300	PLANTS	0	09/17/25	11/07/25	Specifications
33 - Utilities					
330500	COMMON WORK RESULTS FOR UTILITIES	0	09/17/25	11/07/25	Specifications
331415	SITE WATER DISTRIBUTION PIPING	0	09/17/25	11/07/25	Specifications
333000	SANITARY SEWERAGE	0	09/17/25	11/07/25	Specifications
334100	STORM DRAINAGE	0	09/17/25	11/07/25	Specifications
334600	SUBDRAINAGE	0	09/17/25	11/07/25	Specifications

City Council Meeting - March 5, 2026 Meeting minutes

The Lincolnton City Council met in Regular Session on Thursday, March 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 in attendance:

DEMENY JOHNSON TIPTON JETTON

Mayor Ed Hatley called the meeting to order, asking all to stand for a moment of silence and the pledge of allegiance. The mayor called for a motion to approve the regular agenda as presented.

Motion: Councilmember Jill Tipton moved to approve the regular agenda as presented. Members voted 4-0 in favor of the motion.

Mayor Hatley called for a motion to approve the consent agenda as follows:

- February 5, 2026 Regular Meeting Minutes
- approval of request for release from January 16 to February 15, 2026
- Proclamation for Procurement Month 2026.

Motion: Councilmember Roby Jetton moved to approve the consent agenda. Members voted 4-0 in favor of the motion.

Public Comment

Mr. Allen Hoyle addressed the council, emphasizing the importance of understanding the Constitution and its foundation in scripture. He referenced Article 6 stating the Constitution is the supreme law of the land and Amendment 10 regarding powers reserved to states and people. Mr. Hoyle discussed the First Amendment's establishment clause and referenced Noah Webster's 1828 dictionary definition of religion, and he expressed concerns about Islam's influence in America. He also emphasized that justice, liberty, and freedom come from the Creator, whom he identified as Yahweh or Jehovah rather than other deities.

Special Recognition

Battalion Chief Joe Fletcher gave well-deserved recognition for the fire department's recent pre-hospital saves. He highlighted two successful cardiac arrest responses: one on February 4th on the east side of the city where Engine 2 responded and successfully restored a pulse, and another on January 2nd at 3:00 AM where crews again achieved return of spontaneous circulation.

Chief Fletcher reported impressive statistics: He reported that the city responded to 31 cardiac arrest calls in the past year, with 3 resulting in return of pulse, which exceeds national average rates according to the American Heart Association. Between the city and Boger City district, the

fire department protects \$302,200,000 worth of property, with only \$196,000 lost to fire damage in 2025.

Response times are excellent, with medical calls averaging 3 minutes 50 seconds and fire responses 4 minutes 18 seconds from alarm to arrival. The department achieved 3,847 hours of documented training, with likely an additional 2,000 hours of informal mentoring.

Councilmember Jetton asked about liability concerns regarding CPR, with Fletcher explaining Good Samaritan law protections. When asked about the high number of cardiac arrests, Fletcher noted the presence of numerous nursing homes in the city and coverage of the Boger City district. City Manager Ritchie Haynes mentioned that 32,000 cars daily pass through the East Main and Lithia Inn intersection, contributing to the service population.

The following firefighters were recognized: Battalion Chief Jason Ingle, Engineers Mason Reynolds and Luke Workman, Firefighter Wayne Hunsucker, and Lieutenants Mike Holmes and Tyler Swafford.

Regular Agenda

Water & Sewer Capital Improvement Plan (CIP) Presentation

Assistant City Manager Scott Clark introduced the Water and Sewer Capital Improvement Plan, explaining that Birch Environmental assists with grant applications and project management. The company is currently applying for \$5 million in water-related grant funding and \$5 million in sewer funding with no local match required.

Mr. David Twiggs from Birch Environmental explained that the CIP development started with AIA (Assessment, Inspection, and Analysis) grants allowing comprehensive system inspections. The planning process involved three levels: engineering inspections, staff meetings to identify historical problems, and forward-looking capacity projects to accommodate growth.

The plan spans 10 years with closer years being more accurate and later years remaining flexible. Mr. Twiggs emphasized this is a "living document" that adapts to changing priorities, funding opportunities, and technological advances. The plan serves as both a budget and strategy for capital funding, with different funding approaches for different project types.

Assistant Manager Scott Clark provided specific details about the abbreviated two-page document showing water and sewer projects. He explained that projects like Jennings Street water main replacement involve upgrading from 1-inch galvanized to 6-inch lines. Staff input identified areas with frequent breaks and leaks, with some areas needing larger diameter pipes for improved system resiliency, fire flow, water quality, and reliability.

The CIP includes phased pipeline rehabilitation and relining projects based on TV inspections of sewer lines using camera systems. Water system assessments scored lines based on age, size, and consequence of failure.

Mayor Hatley confirmed this ensures infrastructure keeps pace with growth and aging. Mr. Twiggs agreed, noting some infrastructure is properly sized but 25-30 years old and needing updates. The plan balances upgrades, upsizing where needed, and managing operational costs.

City Manager Ritchie Haynes noted the city has spent \$750,000 to \$1 million annually on capital improvements but acknowledged future rate increases will eventually be necessary, though

none are expected this year. The last rate increase was in 2016 or 2017, making the city fortunate to maintain stable rates despite rising costs.

Motion: Councilmember Kevin Demeny made a motion to approve the water and sewer asset management plan and capital improvement plan. Members voted 4-0 in favor of the motion.

Approval of List of Recommended Land Appraisers

Planning Director Jean Derby explained that city ordinance requires a council-approved list of land appraisers for situations involving land dedication or fee-in-lieu requirements. The department reached out to local realty companies for recommendations and verified the suggested appraisers were licensed and willing to serve on the list. Council could add additional qualified appraisers if desired, with no cost to the city. The listed land appraisers are as follows:

- Pat Kelly - Kelly Appraisal of Carolina
- Addie Carson/Lackey Holdings
- Paul R. Henry – Real Estate Appraisal
- Brian Kelly – Superior Appraisals

Motion: Councilmember Mark Johnson made a motion to approve the list of recommended land appraisers as presented. Members voted 4-0 in favor of the motion.

R-03-2026

Resolution for the Adoption of the Transportation Agreement between the Lincoln County Sheriff's Office and the City of Lincolnton

Police Chief Brian Greene explained that state statute requires an agreement between city and county for transporting involuntary commitments. When a magistrate issues an involuntary commitment, someone must transport the patient to Atrium Hospital for evaluation. The agreement, carrying over from the previous 2019 version, establishes that if patients live in the city or are stopped within city limits, the city is responsible for transport. The county handles those living in or stopped in the county, and each agency retrieves patients when they're released without transportation home. The sheriff's department is statutorily required to handle all out-of-county transports to long-term facilities.

Motion: Councilmember Jill Tipton made a motion to approve the transportation agreement between the sheriff's department and the city of Lincolnton. The motion carried unanimously with members voting 4-0 in favor of the motion.

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

Human Resources Director Tanya Osborne explained that during a training session, department directors identified issues with the current policy's implementation. The revisions address fair compensation for two types of employees: those serving on-call (required to be available after hours) and those called back to assist with emergencies. The policy changes remove three problematic sections to ensure equitable pay for both on-call employees who handle emergencies independently and those called back to provide additional support.

Motion: Councilmember Roby Jetton made a motion to approve the changes in personnel policy for Article IV Sections 14 and 15. The motion carried unanimously with members voting 4-0 in favor of the motion.

Consideration of Appointment to the Historic Preservation Commission

City Clerk Daphne Ingram reported that the unexpected death of Mr. Rob Buff created a vacancy on the Historic Preservation Commission. The county forwarded an application from Ms. Vicky Yount, a city resident who applied through the county website. Yount would fill the unexpired term ending in 2027, after which she could be appointed to her first full three-year term if desired.

Motion: Kevin Demeny moved to approve Vicky Yount for appointment to the Historic Preservation Commission. The motion carried unanimously with members voting 4-0 in favor of the motion.

Consideration/Approval of Resolution for Signature Events Road Closures

City Manager Ritchie Haynes explained this was the second year using a resolution approach rather than sending individual letters to the Department of Transportation (DOT) for each event. The resolution covers DDA events and other signature events that close Main Street. DOT requires assurance that qualified individuals will close streets, maintain closures, and reopen them safely. The resolution is as follows:

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.

Motion: Councilmember Jill Tipton made a motion to approve the road closures as outlined. Members voted 4-0 in favor of the motion.

Other Business

Update on Winter Event

City Manager Ritchie Haynes provided extensive recognition for city employees' performance during two major winter storms. He emphasized the preparation required days in advance and the round-the-clock nature of emergency response.

The Street Department worked over 575 man-hours during both storms, plowing continuously, clearing sidewalks and parking areas downtown, and maintaining city facilities. They deployed 125 bags of ice melt and handled different challenges from ice versus snow conditions.

Water Resources dealt with over 20 leaks in three weeks due to below-normal temperatures, including 8 main water breaks. One main break occurred during the snowstorm, in teen temperatures, with old valves that couldn't fully shut off, creating dangerous working conditions. Staff checked lift stations running on generators and responded to numerous residential calls for burst pipes.

The Electric Department benefited from proactive right-of-way clearing, preventing more severe outages. A late-arriving regulator installation just before the storm allowed better circuit management. Crews rode lines every six hours to identify potential issues.

The Fire Department responded to 23 calls totaling 29 man-hours during the first storm and 9 calls totaling 6 hours during the second storm, mostly EMS-related. Mr. Haynes noted the department's often-unrecognized role in clearing tree-blocked streets to maintain emergency access.

Police doubled up officers and vehicles to ensure two-person response to incidents, protecting against secondary accidents and reducing equipment vulnerability.

Administrative staff, IT, HR, Parks and Recreation, and all department heads contributed significantly. Mr. Haynes particularly thanked Assistant City Manager Scott Clark for maintaining communication between departments and with council and gave special recognition to Mayor Hatley for his availability and support not only during the storms but throughout his tenure.

City Manager Ritchie Haynes concluded by thanking council for providing necessary equipment and manpower, noting that many communities lack adequate resources for such emergencies. He expressed appreciation for council members' offers of support during the storms.

Council members agreed the conditions could have been much worse given the initial weather forecasts, with the city benefiting from temperature changes that reduced ice accumulation.

Mayor Ed Hatley opened the floor for questions from the new media. Mr. Mike Powell, with Lincoln Times News requested a copy of the water and sewer CIP presentation and asked about fire department medical response procedures, confirming they serve as first responders.

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

Daphne Ingram, City Clerk

Ed Hatley, Mayor

DRAFT

PERIOD COVERED
February 16, 2026 through March 15, 2026

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>
Clipper Den	2025	22	0133011	\$3.09	Closed in 2024
Southern Reality	2024-2025	22	0183605	\$16.56	Sold 2022

SUBMITTED BY:



DATE:

3/20/26

SUSAN SAIN , TAX ADMINISTRATOR

APPROVED BY:

DATE:

RICHARD HAYNES , CITY MANAGER

PERIOD COVERED

CITY RELEASES \$100 AND OVER

February 16, 2026 through March 15, 2026

<u>NAME</u>	<u>YEAR</u>	<u>DIST</u>	<u>A/C NO</u>	<u>AMOUNT</u>	<u>REASON</u>
Alva Logistics Inc.	2025	22	0288244	\$703.18	Sold Before 2025
Glass Jason Lee	2025	22	0216351	\$136.93	Listed in Union County
H & H Herrera Concrete	2025	22	0301247	\$178.13	Closed 11/2024
Wind River Environmental LLC	2024-2025	22	0303772	\$1,185.28	No Assets in Lincoln County

SUBMITTED BY:



DATE: 3/20/26

SUSAN SAIN , TAX ADMINISTRATOR

APPROVED BY:

DATE: _____

RICHARD HAYNES , CITY MANAGER

**Resolution Honoring Public Power Lineworkers During
Lineworker Appreciation Days: April 13 and April 18, 2026**

WHEREAS, on Jan. 3, 2017, the 115th Congress of the United States adopted House Resolution 10, recognizing lineworkers, the profession of lineworkers, the contributions these brave people make to protect public safety, and expressing support for designating April 18 as National Lineman Appreciation Day; and

WHEREAS, on April 15, 2015, the North Carolina General Assembly ratified House Bill 140, which designates the second Monday in April of each year as Lineworker Appreciation Day in North Carolina; and

WHEREAS, the City Council of Lincolnton celebrates the profession of electric lineworkers and wishes to honor its electric department personnel for their exemplary service to the City and its citizens; and

WHEREAS, public power utilities employ electric lineworkers, the men and women responsible for building and maintaining the distribution lines that bring electricity to homes and businesses; and

WHEREAS, this profession demands passion, dedication, and ongoing training, requiring lineworkers to maintain power lines around the clock to ensure they provide safe, reliable energy to the community; and

WHEREAS, lineworkers are often first responders during storms, working to repair any broken or damaged electric lines, often under hazardous conditions, to make the area safe for other public safety heroes; and

WHEREAS, lineworkers play a vital role in the lives of our citizens by maintaining and growing our electrical infrastructure, risking their lives by working with the many dangers of high-voltage electricity; and

WHEREAS, the lineworkers of Lincolnton's electric utility, their devotion to safety, and their example of service above self are deserving of the respect, admiration, and appreciation of all the citizens of Lincolnton; now, therefore

BE IT RESOLVED, that the City of Lincolnton, North Carolina, joins with all North Carolina public power communities and all public power systems in the United States in these celebrations of Lineworker Appreciation Days.

Adopted this 2nd day of April, 2026.

Daphne Ingram, City Clerk

Ed Hatley, Mayor



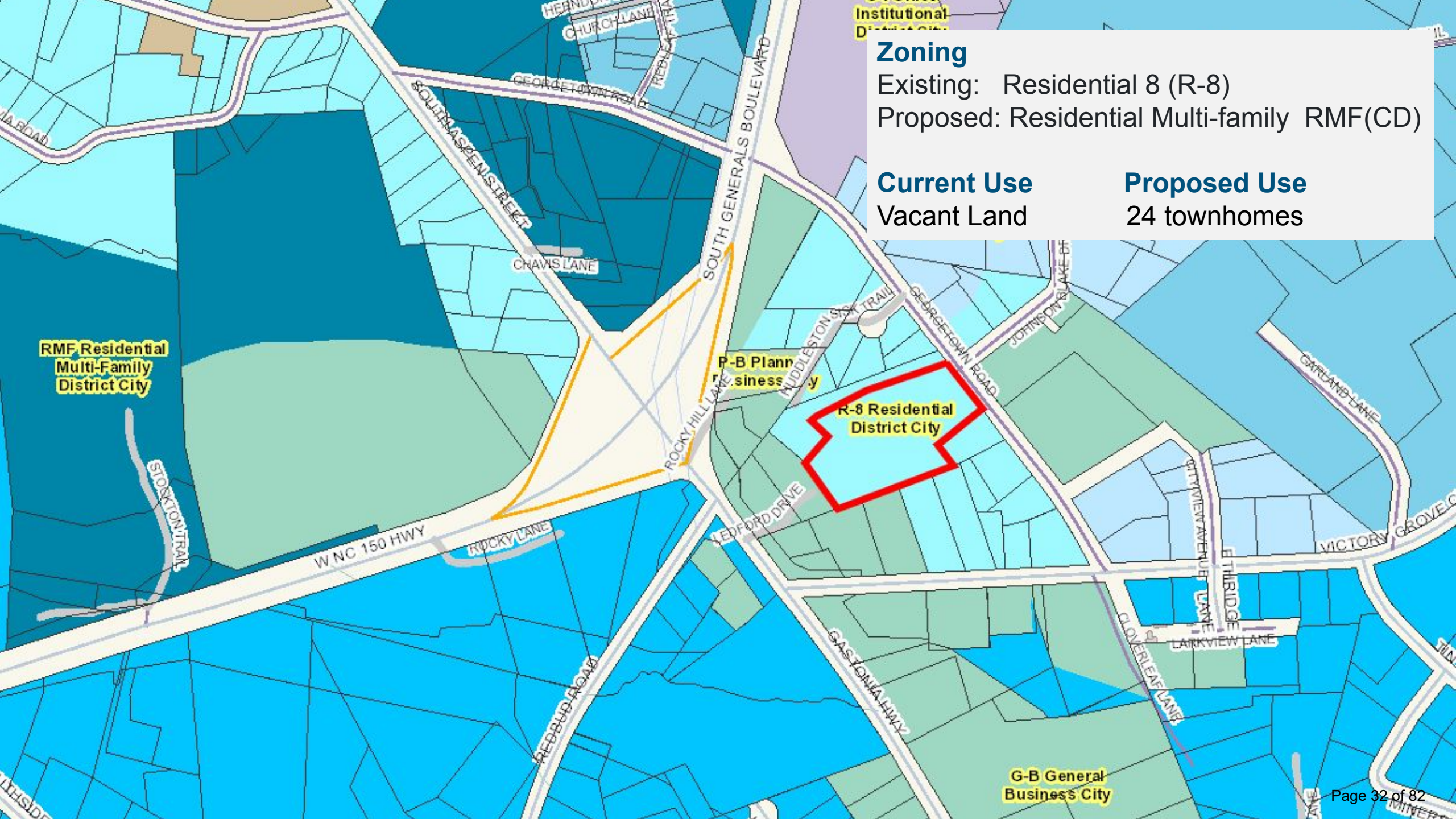
Lincolnton NC

Near the City. Near the Mountains. Near Perfect.

**Public Hearing Staff Analysis
CZ-1-2026
Georgetown Road, PID 80964**

Planning Board - March 17, 2026

City Council - April 2, 2026



Zoning

Existing: Residential 8 (R-8)

Proposed: Residential Multi-family RMF(CD)

Current Use

Vacant Land

Proposed Use

24 townhomes

RMF Residential Multi-Family District City

R-8 Residential District City

G-B General Business City



R-8 Residential District. This district is established to accommodate single-family dwellings on 6,000 minimum square foot lots and two-family dwellings on 12,000 minimum square foot lots. These districts are located where water and sewer are present. The district accommodates both single- and two-family residences.

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

- (1) Single-family dwellings;
- (2) Two-family dwellings;

(B) *Yard regulations.*

(1) *Minimum lot size.*

- (a) Single-family dwelling: 6,000 square feet.
- (b) Two-family dwellings: 12,000 square feet.

(2) *Minimum front yard setback (as measured from the edge of the street right-of-way line).*

- (a) All residential uses: 30 feet.
- (b) All other uses: 40 feet.

(3) *Minimum side yard setback (an additional 10 feet shall be provided on all side yards which abut a public street).*

- (a) All residential uses: 10 feet.
- (b) All other uses: 15 feet.

(4) *Minimum rear yard setback.* All uses: 25 feet.

(5) *Maximum building height.* All uses: 35 feet, except as provided in § 153.054 of this chapter.

RMF Residential Multi-Family District. This district is intended primarily as a residential district for the location of detached single-family dwellings, two-family dwellings, and multi-family dwellings along with their customary accessory uses to establish areas where development patterns are somewhat more dense than surrounding areas. A limited number of private and public community uses are allowed.

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

- (1) Single-family dwellings;
- (2) Two-family dwellings;
- (3) Multi-family dwellings with additional requirements (see section (C) below);

(B) *Yard regulations.*

(1) *Minimum lot size.*

- (a) Single-family dwelling: 8,000 square feet.
- (b) Two-family dwellings: 12,000 square feet.
- (c) Multi-family dwellings: minimum site size shall be 25,000 square feet but gross density shall not exceed 6 units per acre.

(2) *Minimum front yard setback (as measured from the edge of the street right-of-way line):*

(a) All residential uses: 30 feet.

(3) *Minimum side yard setback (an additional 10 feet shall be provided on all side yards which abut a public street).*

- (a) Single- and two-family dwellings: 10 feet.
- (b) Multi-family dwellings: 12 feet.

(4) *Minimum rear yard setback.* All uses: 25 feet.

(5) *Maximum building height.* All uses: 40 feet, except as provided in § 153.054 of this chapter.

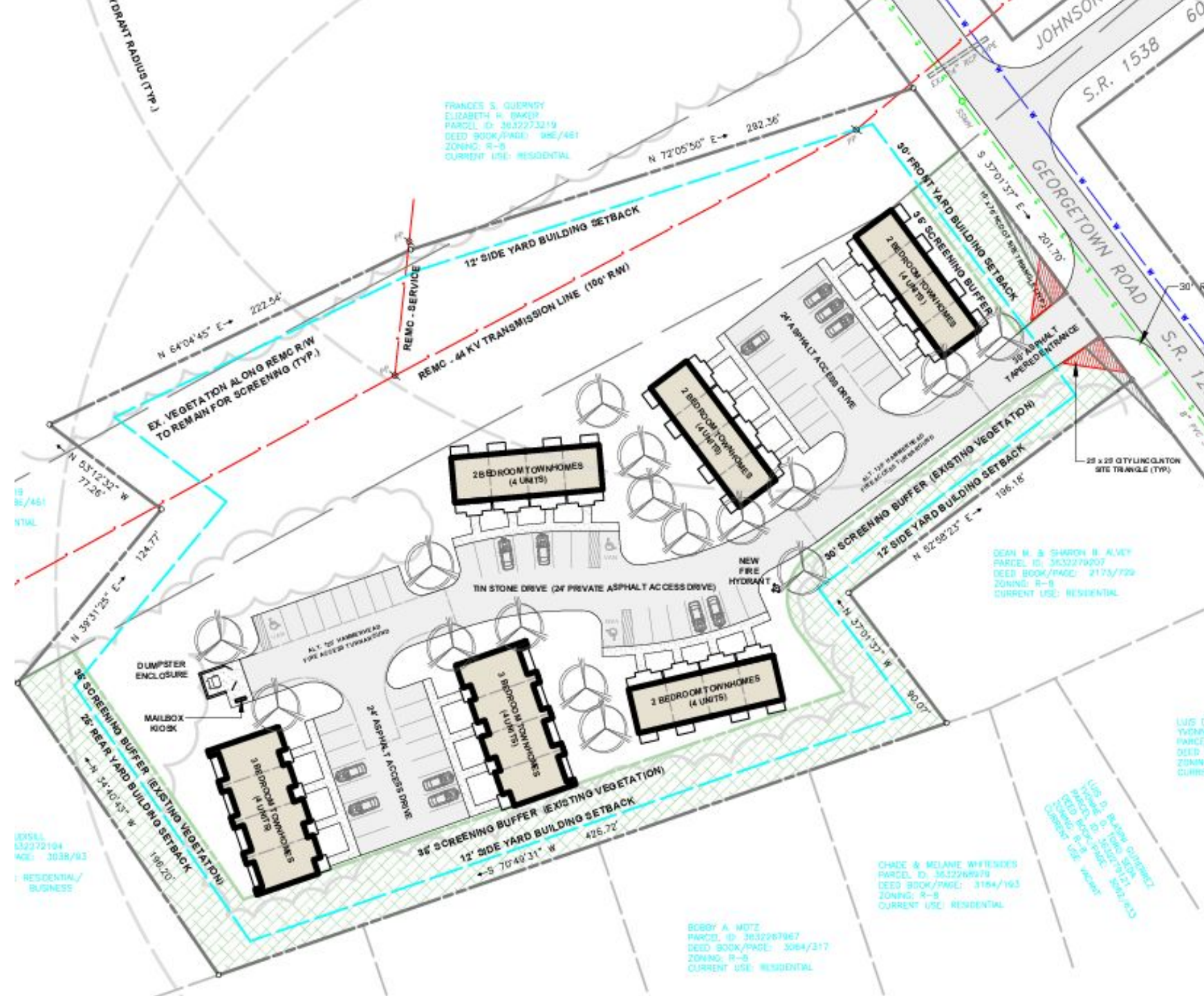
By Right:

R-8, by right, would allow duplexes on 12,000 SF lots. On paper, the developer could potentially get 14 duplexes (28 doors).

Conditional Rezoning to RMF(CD):

Rezoning to RMF Conditional District would allow the developer a more creative and attractive layout than a road with 14 duplexes.

<i>Zoning Districts - Most Restrictive to Least Restrictive</i>
R-25 (most restrictive)
R-15
R-10
R-8
RMF
RO
OI
NB
PB
CBT
CB
GB
GMC



PARCEL INFORMATION:

PARCEL ID #: 80964
 PARCEL PIN#: 3632276371
 ADDRESS: GEORGETOWN ROAD
 LINCOLNTON, NC
 LINCOLN COUNTY

TOTAL ACREAGE: +/- 3.969 AC.
 EXISTING ZONING: R-8
 PROPOSED ZONING: RMF - CU
 PROPOSED USE:

RESIDENTIAL TOWNHOMES
 MINIMUM BUILDING SETBACKS (RMF):
 FRONT YARD SETBACK 30' MIN.
 SIDE YARD SETBACK 12' MIN.
 REAR YARD SETBACK 25' MIN.

BUILDING / STRUCTURE TYPE:
 STICK BUILT BUILDINGS W/ UPGRADES
 TO COMPLY WITH ANY UDO REQUIREMENTS
 IN THE RMF DISTRICT

UNIT NUMBER & DENSITY:
 TOTAL NUMBER UNITS 24 UNITS
 PARCEL ACREAGE +/-3.969 AC
 PROPOSED TOTAL DENSITY 6 UNITS/AC.

OFF-STREET PARKING:
 2 BEDROOM UNITS 16 UNITS
 (2 SPACES PER UNIT) 32 SPACES
 3 BEDROOM UNITS 8 UNITS
 (3 SPACES PER UNIT) 24 SPACES
 REQUIRED NUMBER SPACES 56 SPACES
 PROPOSED NUMBER SPACES 56 SPACES

Services Provided

- Water - City
- Sewer - City
- Power - Duke or Rutherford
- Fire - City
- Police - City
- Solid Waste - Private

Watershed Water Supply



Proposed Impervious Area:

WATERSHED DISTRICT:	
WS-IV PROTECTED WATERSHED	
36% MAX. IMPERVIOUS AREA	
PROPOSED IMPERVIOUS COVERAGE	
PROPOSED BUILDINGS	14,144 S.F.
ASPHALT PAVING	30,962 S.F.
CONCRETE PAVING & SIDEWALK	4,339 S.F.
TOTAL IMPERVIOUS COVERAGE	49,445 S.F.
TOTAL SITE AREA (3.969 AC.)	172,890 S.F.
% IMPERVIOUS COVERAGE	28.6%

Ordinance Requirements:

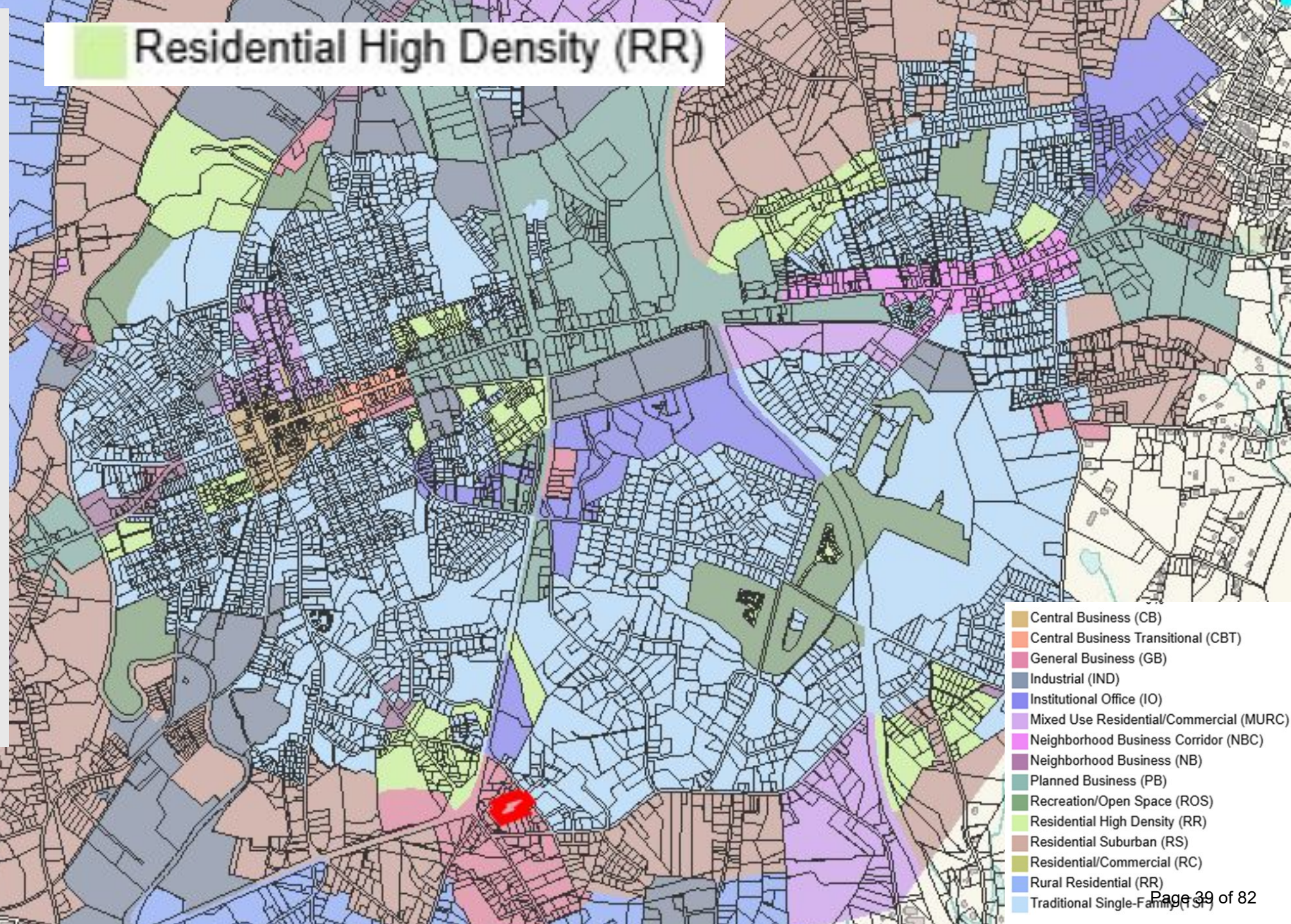
Water Supply Classification	Location in the Watershed	Maximum Allowable Project Density or Minimum Lot Size	
		Low Density Development ^(a)	
		Single-family Detached Residential	Non-residential and All Other Residential
WS-IV	Critical Area	1 du per one-half acre or 1 du per 20,000 square foot lot excluding roadway right-of-way or 24% built-upon area	24% built-upon area
	Protected Area	1 du per one-half acre or 1 du per 20,000 square foot lot excluding roadway right-of-way or 24% built-upon; or 3 dus per acre or 36% built-upon area without curb and gutter street system	24% built-upon area; or 36% built-upon area without curb and gutter street system

General Business (GB)

The Land Use Plan has this area in the General Business Planning Area: These are areas that contain "heavy" commercial uses (i.e., commercial uses that do not foster a lot of retail trade or those uses with a significant amount of outdoor storage). Given the nature of uses in this planning area, aesthetics should play a key role in how and where such uses should develop and/or expand. Necessary steps should be taken to ensure that viewsheds from adjacent public roads are not significantly degraded.

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

Residential High Density (RR)



Staff recommends amending the Future Land Use Map to show this area in the Residential High-Density Planning Area.

Residential High-Density
Multi-family developments in such planning areas are encouraged, preferably in a clustered manner so as to preserve open space and to heighten pedestrian accessibility. Overall densities should be 6-8 units per acre, except as part of a planned residential development where higher densities are allowed. Physical and aesthetic compatibility with neighboring land uses in more developed portions of the community is of high importance.

Conditions of Approval

City Planning:

1. The approval is site plan specific; any changes that do not meet the minor modification requirements would need to be approved by the City Council.
2. A complete set of final civil drawings, including a detailed landscape plan, must be submitted. The drawings must also comply with all applicable federal and state requirements, any additional federal, state, county, and/or city policies and ordinances, and be approved by all departments.
3. Remaining vegetated buffers on the property are preserved in accordance with local water supply watershed protection requirements

Lincoln County Erosion Control – Danielle Rudisill

1. Erosion control plans must be submitted and approved by Lincoln County Soil and Erosion prior to development.

City Water Resources- Todd Elmore

1. The property owner will be responsible for all utility lines within the project boundaries and to the tap. Details on taps and meters must be coordinated with the utility department and shown on an approved utility plan.
2. Detailed water and sewer plans will need to be submitted and approved by the City prior to development.
3. Will require a master meter.

NCDOT - Travis Jordan

1. NCDOT Driveway permit required, no offsite improvements warranted

Lincolnton Fire Department - Gary Stevenson

1. Follow Appendix D of the ICC Fire Code.
2. Ensure that there is a fire hydrant within 400' of each building.
3. If the eave height exceeds 30', the road width would need to be 26' in width.
4. Will need 1000 gp minimum for a hydrant; if it doesn't meet, then will need an extra hydrant. 12" line should have flow. Can request a fire flow test at firesafety@lincolntonnc.org

City Public Works – Nathan Eurey

1. Will need a private solid waste provider. City will not provide services.

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

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

Case No. CZ-1-2026

Applicant: Manuel Brito

Parcel ID#: 80964

Location: Georgetown Road

Request: Rezone from R-8 and RMF(CD)

Proposed Consistency and Reasonableness Statement:

The Lincolnnton Land Use Plan designates this property as part of the General Business Planning Areas. While the proposed rezoning request does not align with the General Business Planning Area, it is consistent with the Land Use Plan and is reasonable for the following reasons.

The rezoning is **reasonable** because:

1. Addresses a demonstrated need for diverse, moderate-density housing in Lincolnnton.
2. Facilitates the efficient use of existing municipal infrastructure.

The rezoning is **consistent** because:

- 1.The proposed 24 townhomes will result in a density appropriate for the RMF district. The parcel's location, adjacent to or near other multi-family or commercial zones, makes it a reasonable and consistent transition point for increased density, as recommended by the Plan.
2. Fulfilling the Plan's goal of increasing housing diversity and promoting infill development.

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

Case No. CZ-1-2026

Applicant: Manuel Brito

Parcel ID#: 80964

Location: Georgetown Road

Request: Rezone from R-8 and RMF(CD)

Proposed Consistency and Reasonableness Statement:

The Lincolnnton Land Use Plan designates this property as part of the General Business Planning Area. The proposed rezoning request **is not consistent** with the Lincolnnton Land Use Plan. This area is planned for future commercial development and should be reserved for that purpose. Therefore, **denial of the proposed amendment is reasonable and in the public interest.**

Planning Board Vote

6-1 in favor of recommending approval.

Planning Board recommends the following actions for approval:

- Approve the rezoning of the property from Residential 8 to Residential Multi-Family(CD)
- Approve the statement of consistency and reasonableness for approval of the rezoning request
- Amend the Future Land Use Map to show the area in the Residential High Density Planning Area

MOTIONS FOR PUBLIC HEARING

For approval of the request:

- Motion to approve as recommended by Planning Board

For denial of request:

- Deny the rezoning of the property from Residential 8 to RMF(CD)
- Approve the statement of consistency and reasonableness for denial of the rezoning request



LINCOLNTON
AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council
Date: April 2, 2026
From: Jean Derby, Planning Director
Subject: Extension of Agreement for Completion of Improvements - Carpenter Farms

Summary:

The Agreement for Completion of Improvements needs to be extended for the Carpenter Farms Subdivision.

Background:

The City Council approved a request for a surety bond to guarantee the completion of improvements. The Agreement for Completion of Improvements to the Carpenter Farms Subdivision needs to be extended for an additional three years. This timeframe is the estimated period required to complete the project and sell the homes.

Fiscal Impact:

There is no fiscal impact on the City of Lincolnton.

Recommendation:

Staff recommends approval of the extension.

Attachments:

1. City Of Lincolnton Improvement Completion Extension Addendum Century Communities-Carpenter Farm

ADDENDUM TO IMPROVEMENT AGREEMENT

This Addendum to Improvement Agreement (“Addendum”) is made and entered into as of _____ (“Effective Date”), by and between **the City of Lincolnton, North Carolina** (“City”), and **Century Communities**, (“Applicant”).

1. RECITALS

WHEREAS, the City and the Applicant previously entered into an Improvement Agreement dated _____ (the “Original Agreement”), relating to required public and/or private improvements in connection with (the “Project”); and

WHEREAS, pursuant to the Original Agreement, the Applicant posted one or more performance bonds or other financial guarantees (collectively, the “Bonds”) to secure completion of the required improvements; and

WHEREAS, the Applicant has completed a substantial portion of the required improvements in accordance with the approved plans and applicable City standards; and

WHEREAS, certain improvements remain incomplete, and the Applicant has requested an extension of time to complete the remaining improvements and to maintain the Bonds currently in place; and

WHEREAS, the City has determined that granting a limited extension of time is in the public interest, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

2. EXTENSION OF TIME

The City hereby grants the Applicant an extension of time to complete the remaining improvements required under the Original Agreement. The new deadline for completion of all remaining improvements shall be **three (3) years from the Effective Date of this Addendum** (the “Extended Completion Date”).

3. STATUS OF IMPROVEMENTS

The Applicant acknowledges and the City agrees that many of the required improvements have been completed. The remaining improvements to be completed are limited to the following items:

All completed improvements shall remain subject to City inspection, approval, and acceptance in accordance with applicable ordinances and standards.

4. BOND EXTENSION

The City hereby grants, and the Applicant agrees to, an extension of the existing performance bonds posted pursuant to the Original Agreement for a period of **three (3) years from the Effective Date of this Addendum** (the “Bond Extension Period”).

All such Bonds shall remain in full force and effect, without reduction in coverage, throughout the Bond Extension Period.

The Applicant shall provide the City with written confirmation from the surety, in a form acceptable to the City, evidencing the extension of the Bonds for the full Bond Extension Period. Failure to timely provide such confirmation or to maintain the Bonds during the Bond Extension Period shall constitute a default under the Original Agreement, as amended by this Addendum.

5. NO WAIVER

Except as expressly modified by this Addendum, all terms, conditions, obligations, and remedies contained in the Original Agreement shall remain unchanged and in full force and effect. The City’s agreement to grant an extension of time shall not be construed as a waiver of any right or remedy under the Original Agreement or applicable law.

6. INCORPORATION

This Addendum is incorporated into and made a part of the Original Agreement. In the event of a conflict between the terms of this Addendum and the Original Agreement, the terms of this Addendum shall control.

7. GOVERNING LAW

This Addendum shall be governed by and construed in accordance with the laws of the State of North Carolina.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the Effective Date first written above.

CITY OF LINCOLNTON, NORTH CAROLINA

By: _____

Name: _____

Title: _____

Century Communities

By: _____

Name: _____

Title: _____



LINCOLNTON
AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council
Date: April 2, 2026
From: Chris Jones, Technology & Innovation Director
Subject: Toshiba Desktop Printer - Managed Solution Proposal

Summary:

Our current setup is bogged down by unmanaged desktop printers that are driving up yearly costs through fragmented maintenance and unpredictable supply needs. We are looking to fix this by moving to a managed desktop solution that consolidates these individual devices into a streamlined, cost-effective offering. This transition will replace our high-maintenance hardware with a more reliable, automated system that reduces waste and lowers our total overhead.

Background:

Our current desktop printer infrastructure is defined by a decentralized, "reactive" procurement model that has become a significant financial drain. Currently, we are spending approximately \$16,000 annually on hardware and supplies through uncoordinated avenues like Amazon and other retail vendors.

This ad-hoc approach has created several critical pain points:

Procurement Chaos: Sourcing from multiple vendors leads to "maverick spend," where a lack of bulk pricing and inconsistent supply quality inflate our total cost of ownership.

Hidden Operational Costs: Managing dozens of unique printer models requires a massive inventory of different toner cartridges and parts, much of which goes to waste or sits as "dead stock" on shelves.

Internal Inefficiency: Our IT and administrative teams are currently acting as a manual supply chain—tracking low ink alerts, placing individual Amazon orders, and processing 16K worth of fragmented invoices.

By moving to a managed desktop printer solution, we are attempting to trade this \$16,000 "retail" habit for a single, predictable contract. This will shift us to automated, just-in-time replenishment and standardized hardware, effectively eliminating the manual labor and premium retail pricing that currently burden our budget.

Fiscal Impact:

Transitioning from our current fragmented procurement model to a managed desktop printer solution will result in a direct 62.5% reduction in annual operational costs. By shifting away from our current

\$16,000 yearly spend—driven by ad-hoc Amazon orders and retail-priced consumables—to a consolidated \$6,000 managed contract, we effectively recapture \$10,000 in annual budget. This move replaces volatile, "maverick" spending with a predictable \$500 monthly fixed cost, providing stabilized cash flow while eliminating the administrative overhead associated with tracking and processing dozens of individual invoices throughout the fiscal year.

Recommendation:

Based on our current annual spend of \$16,000, I recommend partnering with Toshiba for a 3-year Managed Print as a Service (MPaaS) commitment. This strategic shift will capitalize our print costs and consolidate our fragmented "retail-buy" habit into a professional, enterprise-grade infrastructure.

By committing to a 3-year term, we move away from high-frequency, small-dollar Amazon transactions to a structured capital model.

Cost Reduction: We will immediately lower our annual output from \$16,000 to a fixed \$6,000.

Asset Stabilization: A 3-year commitment allows us to amortize the cost of modern, standardized Toshiba hardware over the full life of the agreement, ensuring we aren't hit with unexpected \$1,000+ hardware replacement bills mid-year.

Predictability: This locks in a consistent \$500 monthly fee, allowing Finance to budget with 100% accuracy while recapturing \$10,000 in annual liquidity.

Operational Benefits

Automated Replenishment: Toshiba's IoT-driven monitoring ensures toner and supplies arrive automatically before we run out, eliminating the need for staff to track "low ink" and place manual orders.

Single Point of Accountability: One contract replaces dozens of Amazon invoices and various retail vendors. If a printer breaks, a single call to Toshiba handles the repair, removing the burden from our internal IT resources.

Attachments:

1. City of Lincoln Printer Agreement 2026
2. Toshiba Order-Desktop Printer



EDUCATION, STATE, & LOCAL GOVERNMENT SERVICE MANAGEMENT AGREEMENT



FINANCIAL SERVICES

The words **User, Lessee, you** and **your**, refer to **Customer**. The words **Owner, Lessor, we, us**, and **our**, refer to **Toshiba Financial Services**.

APPLICATION NUMBER

AGREEMENT NUMBER

CUSTOMER INFORMATION

FULL LEGAL NAME City of Lincolnton			STREET ADDRESS 114 West Sycamore Street	
CITY LINCOLNTON	STATE NC	ZIP 28092	PHONE (704) 736-8980	FAX
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING ADDRESS	
CITY	STATE	ZIP	E-MAIL	
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE) See Schedule A				

TBS LOCATION

CONTACT NAME	SUBSIDIARY LOCATION TBS - CMG
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PROGRAM DESCRIPTION

All-inclusive Cost Per Copy Agreement to include Equipment, Accessories, Service and Supplies (Excludes paper, staples & NC sales tax)
Systems can be added to this agreement will be billed at the following monthly rates: Mono Printer – \$9.18, Mono MFP – \$13.46, Color Printer – \$15.80, and Color MFP – \$17.95.
36 month agreement contract with (2) one-year optional extensions. Letter of intent received by May 1, 2029 and May 1, 2030 or automatic renewal of optional extension years.
<input type="checkbox"/> See attached form (Schedule "A") for Additional Equipment <input checked="" type="checkbox"/> See attached form (Billing Schedule B) for Additional Equipment/Payment Schedule

TERM & PAYMENT SCHEDULE

Number of Months: ³⁶⁺¹² / ₊₁₂	Begin Date: May 1, 2026	Invoice billed: <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly	
Invoiced Quarterly	Program Rental: \$ 1,468.53	See Schedule B For Rental Base as Prior Agreement Rates Apply Devices / Accessories	(Rental Rate based off previous Quarterly Billing)
Invoiced Quarterly	B/W Copies/Prints: \$ 0.0112	Invoiced Monthly and Includes 0 Copies and Prints	All B/W Invoiced at: \$ 0.0112 Per Copy/Print
Invoiced Quarterly	Color Copies/Prints: \$ 0.08	Invoiced Monthly and Includes 0 Copies and Prints	All Color Invoiced at: \$ 0.08 Per Copy/Print

OWNER ACCEPTANCE

Toshiba Financial Services			
OWNER	SIGNATURE	TITLE	DATED

CUSTOMER ACCEPTANCE

By signing below, you certify that you have reviewed and do agree to all terms and conditions of this Agreement on this page and on page 2 attached hereto.

	X		
CUSTOMER (as referenced above)	SIGNATURE	TITLE	DATED
FEDERAL TAX I.D. #	PRINT NAME		

CUSTOMER ACCEPTANCE & PRE-AUDIT CERTIFICATE

By signing below, you certify that you have reviewed and do agree to all terms and conditions of this Agreement on this page and on page 2 attached hereto.
Pre-Audit Certificate: This instrument has been pre-audited in the manner required by the School Budget and Fiscal Control Act (G.S. § 115C-441).

	X		
CUSTOMER (as referenced above)	SIGNATURE	TITLE	DATE OF DELIVERY

TERMS AND CONDITIONS

- 1. AGREEMENT:** For essential governmental purposes only, you agree to rent from us the goods (the "Equipment") and/or to finance certain licensed software and services ("Financed Items", which are included in the word "Equipment" unless separately stated), all as described on page 1 of this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order, invoice, request for proposal, response, proposal or other document. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name and address. This Agreement becomes valid upon execution by us. This Agreement will renew on a twelve-month basis unless you send us written notice at least 90 days before the end of the scheduled term that you want to return the Equipment. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law.
- 2. REPRESENTATIONS AND WARRANTIES: CUSTOMER:** You hereby represent and warrant that: (a) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (b) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (c) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (d) the Equipment will be used only for your essential governmental or proprietary functions consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (e) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period from now until the end of the term of this Agreement; and (f) your exact legal name is as set forth on page one of this Agreement.
- 3. RENT, TAXES AND FEES:** Subject to paragraph 4, you will pay the monthly Payment (as adjusted for taxes when due, plus any applicable sales and use taxes. You will never pay less than the minimum Payment stated on the front page except as stated in the following sentences. Notwithstanding the amount of the minimum Payment listed on the front page hereof. If we pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request. We will have the right to apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. We may make a profit on any fees and other charges paid under this Agreement.
- 4. NON-APPROPRIATION OR RENEWAL:** If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated, deliver possession of the Equipment to us. If you fail to allow Owner to pick up all of the Equipment, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after your failure to appropriate funds sufficient for the payment of the Payments or (to the extent required by applicable law) this Agreement is not renewed, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to you.
- 5. MAINTENANCE AND LOCATION OF EQUIPMENT;** At your expense, you agree to keep the Equipment: (a) in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; (b) free and clear of all liens and claims other than liens and claims under this Agreement; and (c) only at your address shown on page 1 of this Agreement, and you agree not to move the Equipment unless we agree. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, you will allow Owner to pick up all but not less than all of the Equipment and all related manuals and use and maintenance records, at Owner's expense, in retail re-saleable condition, full working order and complete repair, reasonable wear and tear excepted. Owner is responsible for removing any data that may reside in the Equipment, including but not limited to hard drives, disk drives or any other form of memory.
- 6. COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against risk and loss, with us as lender's loss payee, in an amount not less than the original cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. Your insurance policy(ies) will provide for 10 days advance written notice to us of any modification or cancellation. You agree to provide us certificates or other evidence of insurance acceptable to us. As between you and us, and to the extent permitted by law and legally available funds, you are responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, renting, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of this Agreement to us or that arise directly from our gross negligence or willful misconduct. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and we have not otherwise agreed in writing, you will pay to us the unpaid balance of this Agreement, including any future rent to the end of the term plus the anticipated residual value of the Equipment (both discounted at 2%). Any proceeds of insurance will be paid to us and credited against any loss or damage.
- 7. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** Without our prior written consent, you shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the new owner will not be subject to any claims, defenses, or offsets that you may have against us. You shall cooperate with us in executing any documentation reasonably required by us or our assignee to effectuate any such assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.
- 8. DEFAULT AND REMEDIES:** You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement, (b) you make or have made any false statement or misrepresentation to us, (c) you dissolve or terminate your existence or file bankruptcy, or (d) there has been a material adverse change in your financial, business or operating condition. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment (both discounted at 2%). We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you: (1) allow Owner to pick up all of the Equipment and (2) immediately stop using any Financed Items. In the event of any enforcement of our rights under this Agreement after a default by you, you agree to pay our reasonable costs and expenses to the extent permitted by law and to the extent of legally available funds, including any collection agency fee. If we have to take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement. **YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you which will be your sole remedy. In the event that legal proceedings relating to this Agreement (other than our enforcement of this Agreement after a default by you) are commenced in any court or before any other tribunal of competent jurisdiction, to the extent permitted by law and to the extent of legally available funds, the legal fees and other reasonable costs and expenses of the prevailing party shall be paid by the non-prevailing party on demand of the prevailing party.
- 9. INSPECTIONS AND REPORTS:** We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair. If information is no longer publicly available, within 30 days after our request, you will deliver all requested information which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof, including the appropriation of funds to pay amounts due under this Agreement.
- 10. FAXED OR SCANNED DOCUMENTS, MISC.:** You agree to submit the original duly-signed documents to us the same day of the facsimile or scanned transmission of the documents. We do not accept electronic or stamped signatures. Any faxed or scanned copy may be considered the original, and you waive the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. Any provision in this Agreement requiring you to pay amounts due under this Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew this Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.
- 11. WARRANTY DISCLAIMERS: YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. YOU ARE UNCONDITIONALLY OBLIGATED TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.**
- 12. LAW, JURY WAIVER: Agreements, promises and commitments made by us, concerning loans and other credit extensions must be in writing, express consideration and be signed by us to be enforceable.** This Agreement may be modified only by written agreement and not by course of performance. This Agreement will be governed by and construed in accordance with the law of the state of North Carolina. You consent to jurisdiction and venue of any state or federal court in North Carolina and waive the defense of inconvenient forum.
- 13. MAINTENANCE AND SUPPLIES:** The charges established by this Agreement include payment for the use of the Equipment, accessories, maintenance by supplier during normal business hours, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and black toner and developer. Paper and staples must be separately purchased by you. Color toner is included in this Agreement. If necessary, the service and supply portion of this Agreement may be assigned by us. We may charge you a supply freight fee to cover our costs of shipping supplies to you.
- 14. EXCESS CHARGES AND COST ADJUSTMENTS:** You agree to comply with our billing procedures including, but not limited to, providing us with periodic meter readings on the Equipment.
- 15. LUNSFORD ACT.** Toshiba also acknowledges that G.S. § 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. Toshiba shall conduct or arrange to have conducted, at its own expense, sexual offender registry checks on each employee who will engage in any service on Board property pursuant to this Agreement. The checks shall include, at a minimum, checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry ("the Registries"). For Toshiba's convenience only, all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at <http://www.nsopw.gov/>. Toshiba shall provide certification on the Sexual Offender Registry Check Certification Form that the registry checks were conducted on each individual providing services under this Agreement prior to the commencement of such services. Toshiba shall conduct a current initial check of the registries. The sex offender registry checks shall be conducted within 30 days of Toshiba's execution of the Agreement and prior to any employee performing any services on Board property. In addition, Toshiba agrees to conduct the registry checks and provide a supplemental certification form before any additional individual provides services pursuant to this Agreement. Toshiba further agrees to conduct annual registry checks of all individuals providing services under this Agreement and provide annual certifications at each anniversary date of this Agreement. Toshiba shall not assign any individual to provide services pursuant to this Agreement if said individual appears on any of the listed registries. Toshiba agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each individual providing services under this Agreement and agrees to provide such records and documents to the Board upon request. Toshiba specifically acknowledges that the Board retains the right to audit these records to ensure compliance with this section at any time in the Board's sole discretion. Failure to comply with the terms of this provision shall be deemed a material breach of the Agreement.

Department	Printer Type	Monthly Cost	Yearly Cost	
HR	Color MFP	\$17.95	\$215.40	<u>Mono Printer—\$9.18</u>
HR	Color MFP	\$17.95	\$215.40	<u>Color Printer—\$13.46</u>
HR	Color MFP	\$17.95	\$215.40	<u>Color MFP Printer—\$17.95</u>
Finance	Color MFP	\$17.95	\$215.40	
Finance	Color MFP	\$17.95	\$215.40	
Finance	Color MFP	\$17.95	\$215.40	
Finance	Color MFP	\$17.95	\$215.40	
UB	Color MFP	\$17.95	\$215.40	
Planning	Color MFP	\$17.95	\$215.40	
Planning	Color Printer	\$13.46	\$161.52	
CMO	Color Printer	\$13.46	\$161.52	
CMO	Color Printer	\$13.46	\$161.52	
Fire	Color MFP	\$17.95	\$215.40	
Fire	Color Printer	\$13.46	\$161.52	
Fire	Color Printer	\$13.46	\$161.52	
Fire	Color Printer	\$13.46	\$161.52	
Police	Color MFP	\$17.95	\$215.40	
Police	Color Printer	\$13.46	\$161.52	
Police	Color Printer	\$13.46	\$161.52	
Police	Color MFP	\$17.95	\$215.40	
Police	Color MFP	\$17.95	\$215.40	
WasteWater	Color Printer	\$13.46	\$161.52	
WasteWater	Color Printer	\$13.46	\$161.52	
WasteWater	Color Printer	\$13.46	\$161.52	
WasteWater	Mono Printer	\$9.18	\$110.16	
WasteWater	Color MFP	\$17.95	\$215.40	
WasteWater	Color Printer	\$13.46	\$161.52	
Water	Color MFP	\$17.95	\$215.40	
Water	Color Printer	\$13.46	\$161.52	
Water	Mono Printer	\$9.18	\$110.16	
Water	Color Printer	\$13.46	\$161.52	
Water	Color Printer	\$13.46	\$161.52	
		\$489.51	\$5,874.12	



LINCOLNTON
AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council
Date: April 2, 2026
From: Chris Jones, Technology & Innovation Director
Subject: Cybersecurity Plan Adoption (2026-2028)

Summary:

A cybersecurity plan is essentially your organization's digital immune system; without it, you are navigating a high-risk landscape without a map. At its core, a plan ensures the confidentiality, integrity, and availability of your data, protecting sensitive information from unauthorized access and preventing costly disruptions to your daily operations. Beyond just stopping hackers, a formal strategy is often a legal or industry requirement—failing to have one can lead to massive regulatory fines and devastating reputational damage that is hard to recover from. Ultimately, it shifts your stance from being reactive (scrambling after a disaster) to proactive, allowing you to identify vulnerabilities and respond to threats before they turn into full-blown crises.

Background:

The City of Lincolnton's 2022–2025 Cybersecurity Plan focused on transforming the city's digital infrastructure into a resilient, "security-first" environment by prioritizing proactive defense and user education. Key achievements included the modernization of aging hardware through a hyperconvergence platform and the implementation of layered security tools like Cisco Duo for multi-factor authentication and Cisco Umbrella for cloud-based DNS protection. To address the human element of security, the city launched the Knowbe4 platform to conduct regular phishing simulations and skills evaluations. Supported by yearly penetration testing and a structured continuity of operations plan—that have significantly hardened the city's ability to protect sensitive data and maintain critical services like water and emergency response.

Fiscal Impact:

The City is seeking the formal adoption of the updated Cybersecurity Plan. The associated annual cost of \$155,000 is already fully accounted for within the current operating budget, requiring no additional funding requests at this time.

Recommendation:

We recommend that Council approve the 2026–2029 Cybersecurity Plan to provide a modernized framework that secures our digital infrastructure for the next three years. This plan builds on our previous successes in user training and infrastructure hardening to ensure the city remains resilient against an ever-evolving threat landscape. With a total annual cost of \$155,000 already sustained within the current budget, this adoption reinforces our commitment to safeguarding city data and

maintaining the continuity of mission-critical services.

Attachments:

1. Cybersecurity Plan 2026-2028



Cybersecurity Plan 2026-2028

Vision:

To maintain a resilient, AI-fortified digital ecosystem that ensures the safety of Lincolnton's citizens and the continuity of municipal services against increasingly sophisticated global threats.

Mission:

Safeguard city data through Zero Trust principles, leverage Agentic AI for rapid incident response, and cultivate a "Human-AI" workforce prepared for the next generation of social engineering.

Roadmap Elements: 2026–2028

1. Advanced Human Risk Management (Knowbe4 Evolution)

As phishing becomes hyper-personalized through AI deepfakes, training must move beyond basic videos.

AI Defense Training: Implement modules specifically for identifying AI-generated voice and video (Deepfakes).

PhishER Plus Integration: Automate the "Phish Alert" pipeline to remove reported threats from all city inboxes instantly using AI-driven orchestration.

Human-Agent Coaching: Train staff on the responsible use of AI tools and how to secure "non-human identities" like API keys.

2. Zero Trust & Network Evolution (Cisco/Meraki)

Moving toward the Cisco Meraki for Government framework to ensure FedRAMP-level compliance and "Never Trust, Always Verify" access.

Micro-Segmentation: Isolate SCADA (Water/Power) and Public Safety networks from administrative traffic so a breach in one department cannot spread.

Identity-First Access: Transition from simple MFA to "Passwordless" authentication and device-bound credentials for all users.

Unified SASE: Consolidate Cisco Umbrella and AnyConnect into a single Secure Access Service Edge (SASE) for seamless security whether staff are at City Hall or in the field.

3. AI-Driven Security Operations (SecOps)

The 2028 goal is to reduce the Mean Time to Respond (MTTR) by at least 30% through automation.

Autonomous Threat Hunting: Deploy AI agents that scan for "Shadow IT" (unauthorized devices) and unusual traffic patterns in real-time.

Self-Healing Infrastructure: Implement protocols where the network can automatically isolate a compromised workstation before a human technician even sees the alert.

Funding & Sustainability

Lincolnton will continue to leverage the General Fund and Enterprise Funds, but will now prioritize:

SLCGP Grants: Actively pursuing the reauthorized State and Local Cybersecurity Grant Program, which now includes specific funding for AI systems and Operational Technology (OT) through 2033.

Insurance Optimization: Modernizing to Zero Trust to lower annual cyber insurance premiums.

2028 Pricing & Lifecycle Projections

Phishing and Training Platform-PHISH ER-

Knowbe4

Yearly (\$6,000)

Infrastructure Networking / Server

Meraki/Nutanix

Yearly (\$107,000)

Multi-Factor Authentication

Cisco Duo

Yearly (\$7,000)

Cloud DNS-XDR- Internal managed SOC

Cisco Umbrella, AnyConnect

Yearly (\$35,000)

Totals

Yearly (\$155,000)

Cybersecurity Program Goals and Objectives:

Enhance Preparedness & AI Resilience

The City of Lincoln is evolving its strategy to address the era of generative threats by transitioning from basic awareness to advanced Human Risk Management. We are implementing specialized training modules to help end users identify AI-generated deepfakes and hyper-personalized social engineering. We continue to conduct randomized phishing exercises, now enhanced with AI-driven orchestration that can automatically retract reported threats from all city inboxes in real-time. Additionally, we provide advanced coaching on the secure use of AI tools to prevent the accidental exposure of city data.

Assessment and Autonomous Mitigation

The City has expanded its arsenal of tools to include Agentic AI for proactive threat hunting and rapid incident response. Our infrastructure now utilizes firewall and switch gear capable of identifying threats at the machine level, supplemented by autonomous agents that can isolate compromised devices in milliseconds. Our cloud email security has been upgraded to scan for AI-authored malware and sophisticated spoofing attempts. With the integration of a unified Secure Access Service Edge (SASE) and cloud DNS, we ensure users remain protected against hijacking and interference whether they are working on-site or remotely.

Manage, Monitor, and Orchestrate

Building on our previous hyperconvergence overhaul, the City of Lincoln is moving toward a Zero Trust Architecture to manage all virtual and physical assets. We have implemented network micro-segmentation, isolating SCADA and Emergency Services from administrative traffic to ensure a breach in one department cannot spread. We continuously monitor the health of our Google Workspace and cloud environments with an in-depth, AI-powered look at all data traversing the network. By the end of this roadmap, the City will have the capability to not only track threats but to deploy self-healing protocols that automatically remediate vulnerabilities before they can be exploited.

Monitor, Audit, and Automated Recovery

With the 2028 initiatives, the City of Lincoln has the ability to monitor all internal and external traffic with enhanced visibility into non-human identities and API connections. Our cloud platforms offer granular reporting on resource usage, access permissions, and automated compliance auditing. We track incremental changes in all city resources using

immutable backups, which facilitates the rapid reconstruction of data and ensures continuity of operations in the event of a sophisticated cyberattack.

Best Practices and Methodologies

- **Implement Zero Trust Authentication:** Transitioning from standard multi-factor authentication to identity-first, passwordless access for users with mission-critical data, including financials, employee information, and case files.
- **Next-Gen Human Risk Training:** Deploying an evolved training platform that tests skills against AI-driven threats, including monthly deepfake awareness and PhishER automated remediation initiatives.
- **Micro-Segmentation and Cloud Backbone:** Encrypting and limiting access to infrastructure through network micro-segmentation, securing information via a cloud DNS backbone (Cisco Umbrella) that remains active on city-owned devices off-premise.
- **Autonomous Device Management:** Utilizing mobile device managers to facilitate software pushes and configurations that safeguard devices both on and off-premise.
- **Automated Lifecycle Maintenance:** Keeping operating systems and anti-virus up to date by deploying zero-day and security patches automatically in accordance with vendor specifications for our Nutanix and Windows Server platforms.
- **Security Validation:** Moving beyond yearly penetration testing to more frequent, automated security validations to safeguard against rapid threat evolution and reinforce our deployments.

Continuity of Operations

The City of Lincoln has built infrastructure systems to be agile in the event of an attack, utilizing self-healing protocols that allow us to pivot from on-premise to remote cloud-hosted systems with maximum flexibility. While the following steps are tailored to specific threat situations, our priority is to restore connectivity and isolate threats using the order established below:

- Identify the threat using autonomous monitoring tools.
- Eliminate and limit contact with threats or affected systems via automated network isolation.
- Deploy clean machines and secure virtual environments to conduct daily business.

Departments to be restored in priority order:

- SCADA Systems: Water/Wastewater.
- Emergency Services: Police/Fire.
- Utility & Customer Engagement: Electric and Utility Billing.
- Administrative Operations: HR, Finance, CMO, and Planning.
- Community Services: Parks and Recreation

Following restoration, we build an investigation into the threat origination, reporting findings through proper channels and alerting authorities as warranted.

City of Lincolnnton -Technology & Innovation

Cybersecurity Plan 2026-2028

Chris Jones

City of Lincolnnton

Technology & Innovation

Ed Hatley, Mayor

City of Lincolnnton

Lincolnnton, City Council



LINCOLNTON
AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council
Date: April 2, 2026
From: Pamela McBryde, Finance Director
Subject: Request for Amendment to the Annual Budget Ordinance for the Fiscal Year ending June 30, 2026

Summary:

Background:

Fiscal Impact:

Recommendation:

Attachments:

- 1. Budget Amendment -03-26

CITY COUNCIL

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

CITY ATTORNEY

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



CITY MANAGER

Richard Haynes
rhaynes@lincolntonnc.org

ASSISTANT CITY MANAGER

Scott Clark
sclark@lincolntonnc.org

CITY CLERK

Daphne Ingram
[dingram@lincolntonnc.org](mailto:d Ingram@lincolntonnc.org)

BA-03-26

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	\$	239,966
Police		20,723
Solid Waste		4,680
Planning/Zoning		6,355
Recreation		2,450
	\$	<u>274,174</u>

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

SW: Rollout Fees	\$	4,680
PD: Report/Fingerprint Fees		620
PD: Parking Violations		75
PD: Misc. Revenue		20,028
P&Z: Zoning Department Fees		6,355
Rec: Sponsorships		1,250
Rec: Miscellaneous Revenue		35
General: Interest		36,289
General: Sales of Personal Assets		1,042
General: Insurance Settlement		256
Rec: Veterans Banner Project		1,200
General: Federal Equitable Deposits		3
Loan Proceeds		201,906
SBE Principal	\$	435
	\$	<u>274,174</u>

General Fund: Police Dept. revenues- reports/fingerprint fees, solid waste rollout sales, P&Z permit fees, Interest income, Scrap Metal Sales, Insurance settlement: NC Farm Bureau, Recreational sponsorships, Veteran banner payments, Federal Equity interest, Small business loan principal payments, and New Lease Equipment/GASB 87.

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

Water Treatment Plant	\$	10,414
Distribution and Collection		193,899
Wastewater Treatment Plant		361,429
Water and Sewer Intangibles		9,891
	\$	<u>575,633</u>

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

Investment Income	\$	41,550
Connection Charges		7,990
Loan Proceeds		505,455
Other Operating Revenues		20,637
	\$	<u>575,633</u>

Water and Sewer Fund: Convenience Fees, Water Connections, Charter Communication rental fees, SEL-WWTP Clarifier Proceeds-NCDEQ, New Leased Equipment/GASB 87, and Interest income.

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

Electric Operations	\$	<u>77,543</u>
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Section 8: To amend the Electric Fund, the revenues are to be changed as follows:

Investment Income	\$	47,543
Other Operating Revenue		9,404
Loan Proceeds-Interest		20,596
	\$	<u>77,543</u>

Electric Fund: Online convenience fees, Returned check fee, Debt Set-off collection, New Leased Equipment/GASB 87, 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 \$ 927,350

Adopted this 2nd day of April, 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



Finance Department
Phone: (704) 736-8980
Fax: (704) 736-8999
www.lincolntonnc.org

MEMORANDUM

To: Mayor and City Council Members
Through: Ritchie Haynes, City Manager
From: Pamela McBryde, Finance Director
Re: RFP for Auditing Services
Date: April 2, 2026

The City of Lincolnton was contacted back in early February by Mrs. Carol Avery with Lowdermilk Church & Co., L.L.P. to inform the Finance department that the firm is downsizing due to retirements and will not be conducting the FY2526 audit. Mr. Lowdermilk has decided to downsize the firm's operations and focus on tax preparation.

Therefore, on February 27, 2026, an RFP to Provide Audit Services was posted to the website and on the NC Finance Connect listserv with a proposal due date of March 25, 2026, at 2:00 pm. The City of Lincolnton received three proposals as outlined in the attachment. I reviewed the proposals, contacted their respective references, and reviewed my findings with the City Manager and Assistant City Manager on March 30, 2026.

Staff recommend that the City of Lincolnton accept the Proposal for Audit Services from Thompson, Price, Scott, Adams & Co., P.A. located in Whiteville, North Carolina.



City of Lincolnton Audit Services

Audit Period: FY2526 - FY2728

Annual negotiation after the first-year contract

Proposals Due: March 25, 2026 @ 2:00 pm

Description	Martin Starnes & Associates, CPAs, P.A.	Bernard, Robinson & Company	Thompson, Price Scott, Adams & Co, P.A.
FY2526:			
Audit Services	\$60,000.00	\$40,000.00	\$39,500.00
Single Audit Fees up to 2	\$4,500.00	\$7,000.00 / program	included
Single Audit Fees > 2	\$4,500.00		
FY2627:			
Audit Services	\$64,800.00	\$41,000.00	\$40,500.00
Single Audit Fees up to 2	\$4,750.00	\$7,000.00 / program	included
Single Audit Fees > 2	\$4,750.00		
FY2728:			
Audit Services	\$69,980.00	\$43,000.00	\$41,500.00
Single Audit Fees up to 2	\$5,000.00	\$7,000.00 / program	included
Single Audit Fees > 2	\$5,000.00		



City of Lincolnton Audit Services

Audit Period: FY2526 - FY2728

Annual negotiation after the first-year contract

Proposals Due: March 25, 2026 @ 2:00 pm

Description	Martin Starnes & Associates, CPAs, P.A.	Bernard, Robinson & Company	Thompson, Price Scott, Adams & Co, P.A.
Date received	3/23/2026	3/24/2026	3/25/2026
Time	6:25 PM	5:03 PM	12:07 PM
Governmental Audit Engagements Commitment to the GFOA Certification	FYE 6/30/2025 ~ 100 Counties/Cities/Other Gov't Yes	FYE 6/30/2025 ~8 NC Cities/Towns Yes Required minimum coverage for contractors maintained	FYE 6/30/2025 ~ 59 Counties/Cities/Other Gov't Yes \$4,000,000/Claim P&L Plus WC up to \$100,000/accident Practitioners Publishing Company's audit program + CCH analytics
Adequately Insured	\$4,000,000/Claim		
Audit Methodology-Software	CCH - Knowledge Coach	CCH - Knowledge Coach	
Proposed Fees:			
(1) 07.01.2025-06.30.2026			
Staff/Estimated travel	\$60,000.00	\$55,370.00	\$40,160.00
Discount	\$0.00	(\$19,370.00)	(\$3,660.00)
Financial Statement Preparation	\$0.00	\$4,000.00	\$3,000.00
FYE Costs	\$60,000.00	\$40,000.00	\$39,500.00
Single Audit Testing-1	\$4,500.00 / up to 2 major programs	\$7000.00 / major program	included
Single Audit Testing-2	\$4,500.00 / > 2 major programs		included
(2) 07.01.2026-06.30.2027			
Staff/Estimated travel	\$64,800.00	\$37,000.00	\$37,500.00
Financial Statement Preparation	\$0.00	\$4,000.00	\$3,000.00
FYE Costs	\$64,800.00	\$41,000.00	\$40,500.00
Single Audit Testing (up to 2 major programs)	\$4,750.00 / up to 2 major programs	\$7000.00 / major program	included
Single Audit Testing (in excess of 2 major programs)	\$4,750.00 / > 2 major programs		included
(3) 07.01.2027-06.30.2028			
Staff/Estimated travel	\$69,980.00	\$38,500.00	\$38,500.00
Financial Statement Preparation	\$0.00	\$4,500.00	\$3,000.00
FYE Costs	\$69,980.00	\$43,000.00	\$41,500.00
Single Audit Testing (up to 2 major programs)	\$5,000.00 / up to 2 major programs	\$7000.00 / major program	included
Single Audit Testing (in excess of 2 major programs)	\$5,000.00 / > 2 major programs		included
Other Fees:			
AFIR Preparation, Data input report preparation, capital asset/depreciation listing maintenance	Billed separately at hourly rates: \$90 - \$450	included	included
Extra report copies in excess of 15 noted in RFP	\$25-30 / copy	\$25 / copy	included
Extra Audit Services (Out of Scope)		\$250 / hour	\$150 / hour
Notes:			
	On-site and remote work	On-site and remote work	On-site and remote work
	Audits for all sizes of gov't positive responses	Local gov't sizes are comparable to COL questionable responses	Audits for all sizes of gov't positive responses
References:			



LINCOLNTON
AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council
Date: April 2, 2026
From: Brian Greene, Police Chief
Subject: Consideration of Amendment to an Ordinance to amend the City of Lincolnton Code of Ordinances, Title VII: Traffic Code, Chapter 70: General Provisions Schedule X: No Through Truck Traffic

Summary:

Background:

Fiscal Impact:

Recommendation:

Attachments:

1. O-01-26 - No Through Truck Ordinance

0-01-26
AN ORDINANCE TO AMEND THE CITY OF LINCOLNTON
CODE OF ORDINANCES, TITLE VII: TRAFFIC CODE,
CHAPTER 70: GENERAL PROVISIONS
SCHEDULE X: NO THROUGH TRUCK TRAFFIC

WHEREAS, Schedule X: **No Through Truck Traffic** of the City of Lincolnton Code of Ordinances needs to be amended to include additional streets; **and,**

WHEREAS, the City Council of the City of Lincolnton has the authority to declare these streets, or part thereof, prohibited to through traffic when signs have been installed and when the truck's point of origin or point of destination is not located on the prohibited street or part thereof; **and,**

WHEREAS, the word **TRUCK** as used in this section shall mean any vehicle having dual tires on three or more axles; **and,**

WHEREAS, all streets prohibiting truck traffic shall be designed by ordinance.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Lincolnton that Title VII: Traffic Code – Chapter 90: General Provisions – Schedule X: - No Through Truck Traffic be amended as follows:

(streets to be added are highlighted)

Alexander Street (between North Flint Street and North Laurel Street)

Bonview Avenue

East Dixon Street

East Hoke Street (between North Flint Street and North Cedar Street)

East McBee Street

East Pine Street

East Sumner Street (between North Laurel Street and North Poplar Street)

East Sycamore Street

Gaston Street (between Edwards Street and Tait Street)

Government Street south of Congress Street

Linwood Drive

Motz Avenue

North Flint Street from Main Street to 1000 North Flint Street

North Cedar Street

North Laurel Street

North Oak Street

South Grier Street

West Pine Street

West Sycamore Street

This ordinance shall become effective upon adoption. This the 2nd day of April 2026.

**DAPHNE INGRAM
CITY CLERK**

**ED HATLEY
MAYOR**

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.

STAFF REPORT

TO: City Council
VIA: Ritchie Haynes, City Manager
DATE: April 2, 2026
FROM: Brent Turner, Electric Utilities Manager
PREPARED BY: Scott Clark, Assistant City Manager
SUBJECT: Electric Substation Repair Components

SUMMARY STATEMENT

City Council is requested to approve a purchase of six (6) G&W Electric Viper Reclosures and four (4) exterior magnetic circuit breakers. These parts are needed to complete immediate repairs to our Flint Street Electric Substation.

REVIEW

Aging infrastructure presents multiple challenges throughout the United States. Ensuring the City of Lincolnton is proactive with managing our assets, it is imperative to replace failing components on a timely basis. This strategy ensures reliable and resilient electric services are provided to our citizens.

The G&W Electric Viper Reclosures protects our substation from surges that occur on the municipal electric grid, isolating the faults by protecting the breakers from tripping. The exterior magnetic circuit breakers isolate any faults & surges by preventing it from reaching Duke Energy's infrastructure. These repairs and upgrades will help us maintain a reliable power supply for our customers.

RECOMMENDATION

Staff recommends City Council approve the purchase of the reclosures and magnetic circuit breakers in the amount of **\$375,058.96**.

Attachment: Quotes

Customer:	Border States
Date:	March 23, 2026
Validity:	60 Days
Quotation Number:	SQ-94266:A (MAP)
Customer Reference:	Lincolnton, NC

Item 1: G&W Electric Viper-ST Solid Dielectric Recloser, Catalog No. VIP378ER-12-1-ST

Quantity: 6

Standard Features:

- Three (3) epoxy insulated vacuum interrupter modules
- One (1) magnetic actuator operator per phase, providing single or three phase operation
- One (1) manual trip and lockout handle with mechanical block per phase, capable of physically blocking electronic and manual operation
- Contact position indicator
- Three (3) 1000/500:1 (factory set to 1000:1) current transformers, encapsulated within the solid dielectric insulation, exclusively for use with the recloser control
- Deadline Operation
- Lifting provisions

Additional Features:

- L-shaped vacuum interrupter modules
- Six (6) 800A deadbreak Apparatus Bushing per IEEE 386 interface 13
- Six (6) 15.5kV screw-on silicone insulators
- Six (6) clamp type for #2-500 MCM overhead conductor
- Six (6) LEA capacitively coupled voltage sensors, encapsulated within the solid dielectric insulation, exclusively for use with the recloser control
- 40-foot 32 pin control cable connectorized on both ends
- Aluminum 15-inch phase spacing center mount frame, with provisions for lightning arrester mounting
- Transformer mounting provisions included
- One (1) Oil potential transformer, suitable for phase to ground connection on a 12470V phase to phase system included and factory installed (for control power)
 - No primary potential transformer fusing included
- One (1) 40-foot, 3 pin PT cable (Hardwired)
- **Custom SEL - 0651R22CXGAXAE1123G5XX (651R#D69V) control:**

Category	Selection
Firmware	Standard
Control Cable Interface	G&W Viper-ST (32-Pin)
Enclosure	Single Door (Rear Mount), Painted 5052 Marine Grade Aluminum With 3-Point Latches
Conformal Coat	None

Secondary Input Voltage	(6) 8 Vac Max LEA Inputs
Secondary Input Current	1 A Phase, 0.2 A Neutral
Extra Inputs/Outputs	None
Communications Port	3 EIA-232, USB
Communications Interface	(2) 10/100BASE-T, EIA-485
Communications Protocol	Standard
Power Supply	120 Vac (Includes GFCI Outlet)
Battery Option	12 V, 40 Ahr
User Interface	Configurable Labels and Tri-Colored LEDs
Installed Accessories	Voltage Input Fuse Block (Secondary Voltages), Universal Fuse Block (Incoming Power), 100 W Heater, and SEL-2401 Satellite-Synchronized Clock (24010XXX0) on Accessory Shelf
Bundled Accessories	None

Note: The SEL-651R2 requires 120 Vac (Includes GFCI Outlet) for control power, to be provided via connection to a user supplied source

Included SEL-651R2 Relay Functionality:

- 50 (P, N, G, Q) – Overcurrent (*Phase, Neutral, Ground, Negative Sequence*)
- 51 (P,N,G,Q) – Time Overcurrent (*Phase, Neutral, Ground, Negative Sequence*)
- 79 – Autoreclosing
- 25 – Synchronization Check
- 27 – Undervoltage
- 32 – Directional Power
- 59 (P,G,Q) – Overvoltage (*Phase, Ground, Negative Sequence*)
- 67 (P,G,Q) – Directional Overcurrent (*Phase, Ground, Negative Sequence*)
- 81 (O,U,R) – Frequency (Over, Under, Rate of Change)

Ratings:

Maximum design voltage	15.5kV
Impulse level (BIL)	110kV
Continuous and load break current	800A
8 Hr. Overload at 20°C	960A
60Hz Withstand, kV rms Dry, 1 min	50kV
60Hz Withstand, kV rms Wet, 10 sec	45kV
Interrupting Rating RMS (kA)	12.5kA
Making Current, RMS, asym, KA	20kA
Peak, asym (kA)	32kA
Short Circuit Current, kA sym, 3 second	12.5kA
Mechanical Operations	10K

Operating Temperature Range: Temperature range, -40°C to +65°C (-40°F to 150°F)

Standards: Ratings per IEEE C37.60-2012 and IEC 62271-111

Price Each: \$37,115.00

Extended Total Price \$222,690.00

Technical Data Sheet



Item Number : 1
 ABB Product ID : MB11140LZNL4KMZC

Quote No: 000-00005602
 Modified User: McCauley, Terry

Type	R-MAG - Outdoor Dead Tank Vacuum Magnetic Circuit Breaker
Types Rating	MB1114 - 15.5 kV 1250 A 110 kV BIL 25 kA Operating duty: O-0.3s-CO-3min-CO
Switching Application	Standard Capacitor Switching C1 Class (IEEE Std C37.04-2018)
Voltage	15.5 kV
BIL	110 kV BIL
Interrupting Current	25 kA
Power Frequency	60 Hz
Auxiliary Switches	0 - (1) 20 deck snap action rotary switch. Normally this should provide 6 'a' and 6 'b' field adjustable contacts.
CTs 1-3-5	L - 1 Set 1200/5 C400 TR 2.00 (4.12') 1 set of 1200/5 C400 Bushing Current Transformers on bushings 1-3-5. Thermal Rating Factor @ 30°C: 2.00. Full Winding Metering Class: 0.3B1.8.
CTs 2-4-6	Z - Special BCT (2-4-6)
CTS_SPECIAL_2_4_6	Z-1 Set Metering 1200/5,MR, CL 0.2, 30VA, 60Hz,TR2.00-2.38-IEC
Enclosure Material	N - NextGeneration R-MAG Cabinet (15kV, 1200A). Review details of NextGeneration cabinet in this quote's introduction section

Bill of Material(s) - All Items with Price

Item #	Qty	Description	Unit Price (USD)	Extended Price (USD)
1	4	Circuit Breaker, Medium Voltage, ANSI Outdoor Vacuum, R-MAG, MB11140LZNL4KMZC Types Rating: MB1114 - 15.5 kV 1250 A 110 kV BIL 25 kA Operating duty: O-0.3s-CO-3min-CO Voltage: 15.5 kV BIL: 110 kV BIL Interrupting Current: 25 kA	37,786.49	151,145.96
2	1	Circuit Breaker, Medium Voltage, ANSI Outdoor Vacuum, Spare Part, 1B09551G01 Spare Parts	1,223.00	1,223.00
			Total Net Price (USD):	152,368.96



LINCOLNTON
AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council
Date: April 2, 2026
From: Nathan Eurey, Public Services Director
Subject: Consideration to approve the contract for construction phase services by McGill and Associates for the City Park project.

Summary:

Background:

Fiscal Impact:

Recommendation:

Attachments:

1. contact amendment - McGill

AMENDMENT NO. 1
to the
AGREEMENT FOR ENGINEERING SERVICES

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and other good valuable consideration, the parties agree to amend the Agreement for Engineering Services on this the _____ day of _____ 2026 as follows:

SECTION 2 - BASIC SERVICES shall be amended to include the following additional services:

SECTION 2.3 – CONSTRUCTION PHASE SERVICES

Execution of Construction Phase Services. Upon written authorization from OWNER, ENGINEER shall:

General Administration of Construction Contract, Consult with OWNER, and act as OWNER's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities, and authority of ENGINEER as assigned in the General Conditions shall not be modified, except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor will be issued through ENGINEER, which shall have authority to act on behalf of OWNER in dealings with Contractor to the extent provided in this Agreement and the General Conditions except as otherwise provided in writing.

- 2.3.1 Provide a Construction Field Representative (CFR) to periodically observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents. During such visits and on the basis of on-site observations as an experienced and qualified design professional, keep the OWNER informed of the progress of the work, endeavor to guard the OWNER against defects and deficiencies in the work of the Contractor.
- 2.3.2 The total construction contract time is assumed to be thirteen (13) months. As part of this contract, field observation will be provided by a CFR on a part-time basis during active work. We anticipate 2 visits per week during active construction of (13) thirteen months. Thirteen (13) progress meetings will be held during the 13-month construction time frame. Additional CFR time or construction services will involve an increase in the payments to the ENGINEER as Additional Services under Section 3 of this Agreement.
- 2.3.3 The purpose of ENGINEER's visits and the representation by the Construction Field Representative, (CFR) at the Site, will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. ENGINEER shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall ENGINEER have authority over or

responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety on the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. ENGINEER shall give prompt notice to the OWNER whenever ENGINEER observes or otherwise becomes aware of any defect in the Project or of any material deviation of Contractor's work from the Contract Documents.

2.3.4 Review and determine the acceptability of any schedules that Contractor is required to submit to ENGINEER, including Progress Schedule, Schedule of Submittals and Schedule of Values.

2.3.5 Based on ENGINEER's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

- a. Determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe Contractor's Work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
- b. By recommending any payment, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to OWNER free and clear of any liens, claims, security interests, or encumbrances, or that there may not be

other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

- 2.3.6 Assist the OWNER in the selection and coordination of an independent geotechnical and materials testing laboratory, if required, to be provided at the OWNER's expense.
- 2.3.7 Review and take action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and any approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Review of Shop Drawings and Samples identified as frivolous in the General Conditions of the construction contract documents, or review of substitute materials as defined in the same, shall be deemed as Additional Services.
- 2.3.8 Issue instructions to the Contractor from the OWNER as to interpretations and clarifications to the project design plans, specifications and contract documents.
- 2.3.9 Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by OWNER or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if ENGINEER in its discretion concludes that to do so would be inappropriate. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- 2.3.10 Prepare information required to resolve problems due to actual field conditions and to respond to Requests for Information (RFI) from the Contractor.
- 2.3.11 Recommend to OWNER that Contractor's Work be rejected while it is in progress if, on the basis of ENGINEER's observations, ENGINEER believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- 2.3.12 Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
- 2.3.13 Review the Contractor's final application for payment and make recommendation as to approval once all issues with the project final observation site visit have been completed and resolved.
- 2.3.14 Promptly after notice that Contractor considers the entire Work ready for its intended use, in company with OWNER and Contractor, conduct a pre-final observation site visit to determine if the Work is substantially complete. If after considering any objections of OWNER, ENGINEER considers the Work substantially complete, ENGINEER shall deliver a certificate of Substantial Completion to OWNER, Infrastructure Finance Services, and Contractor.

- 2.3.15 In company with OWNER's representatives, conduct a final observation site visit to determine if the Project has been completed in accordance with the Contract Documents and if the Contractor has fulfilled all of his obligations thereunder so that the ENGINEER may approve to the OWNER final payment to the Contractor.
- 2.3.16 Provide or make available all Project files and information to effect project closeout.

SECTION 6 – PAYMENT TO THE ENGINEER shall be amended to include the following additional services:

6.1 PAYMENT FOR BASIC SERVICES

- 6.1.1 The OWNER agrees to pay the ENGINEER for Basic Services as outlined in Section 2 the following lump sum fee, inclusive of all reimbursable expenditures.

Construction Phase Services	\$221,250.00
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ATTACHMENT B shall be replaced with the following:

BASIC FEE SCHEDULE

July 2025

PROFESSIONAL FEES	I	II	III	IV
Senior Principal	\$320			
Principal – Regional Manager – Director	\$265	\$275	\$295	\$305
Practice Area Lead	\$235	\$260	\$285	\$295
Senior Project Manager	\$235	\$255	\$280	\$290
Senior Engineer	\$235	\$255	\$280	\$290
Project Manager	\$205	\$220	\$235	\$245
Senior Project Engineer	\$205	\$220	\$235	\$245
Project Engineer	\$165	\$180	\$190	\$200
Engineering Associate	\$145	\$155	\$160	\$165
Planner- Consultant – Designer	\$145	\$160	\$180	\$200
Engineering Technician	\$130	\$145	\$155	\$165
CAD Operator – GIS Analyst	\$110	\$120	\$135	\$145
Construction Services Manager	\$190	\$200	\$210	\$225
Construction Administrator	\$145	\$160	\$170	\$185
Construction Field Representative	\$120	\$130	\$145	\$155
Project Administrator	\$110	\$130	\$135	\$155
Funding-Financial Service-Manager	\$215	\$230	\$240	\$250
Grant Administrator	\$135	\$150	\$160	\$170
Environmental Specialist	\$115	\$125	\$130	\$135
Administrative Assistant	\$90	\$100	\$110	\$125
Survey Party Chief	\$110	\$125	\$140	\$160
Survey Field Technician	\$95	\$100	\$105	\$110

EXPENSES

- a. Mileage - \$0.75/mile
- b. Flow Monitoring Equipment: Pressure Flow Meter- \$400/wk.; Gravity Flow Meter - \$1,000/deployment
- c. Robotics/GPS Equipment: \$35/hr.
- d. Aquatic Surveying Equipment – Vessel \$250/day
- e. Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.

ASSOCIATED SERVICES

- a. Associated services required by the project such as soil analysis, materials testing, etc., shall be at cost plus ten (10) percent.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

McGILL ASSOCIATES, P.A.

By: _____


Douglas Chapman, PE
Vice President/Hickory Office Manager

(SEAL)

CITY OF LINCOLNTON

ATTEST: _____

City Clerk

By: _____

Richard Haynes
City Manager

PRE-AUDIT CERTIFICATION:

THIS INSTRUMENT has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act as amended.

By: _____

Pamela McBryde, Finance Director
City of Lincolnton

APPROVED AS TO LEGAL FORM:

By: _____

City Attorney



LINCOLNTON
AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council
Date: April 2, 2026
From: Ritchie Haynes, City Manager
Subject: Consideration of Request for an Extension of Current Lease Agreement

Summary:

Background:

Fiscal Impact:

Recommendation:

Attachments:

None