A G E N D A

LINCOLNTON CITY COUNCIL

December 5, 2024

Lincolnton NC

Near the City. Near the Mountains. Near Perfect.

SWEARING IN CEREMONY

6:30 p.m.

REGULAR MEETING

7:00 p.m.

Council Chambers
114 West Sycamore Street
Lincolnton NC 28092

Lincolnton NC
Near the City. Near the Mountains. Near Perfect.

LINCOLNTON
AGENDA
December 5, 2024
6:30 PM

CALL TO ORDER

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

1. **Presentation to Outgoing Elected Officials**

   1a **Christine Poinsette - four years of service as a Councilmember**

2. **Administration of the Oath of Office to Newly Elected Officials**

   2a **City Council Members - Ward 2 - Mark Johnson**
   Ward 4 - Roby Jetton

3. **Mayor's Appointments**

   3a **ABC BOARD**

   3b **Lincolnton Housing Authority**

   3c **Centralina Council of Governments (COG)**

   3d **Historic Properties Commission**

   3e **Lincolnton-Lincoln County Airport Authority**

   3f **Library Board**

   3g **Lincoln Cultural Center**

   3h **Recreation Commission**

   3i **N.C. Municipal Power Agency (NCMPA 1)**

   3j **DDA Appointment**

   3k **LEDA (Lincoln Economic Development Association)**

3l Chamber of Commerce Board of Directors

3m Transportation Advisory Committee

3n Arts Council of Lincoln County

4. City Council Appointments

4a Nominations for Election of Mayor Pro Tempore

4b Nominations for Appointment for City Attorney

5. Parliamentary Procedures

5a Adoption of Rules of Procedure (currently abbreviated version of Roberts Rules of Order)

5b Resolution to Adopt the 2024 Calendar or Regular Meetings of the Lincolnton City Council in accordance with the City Charter

6. Motion to Recess Meeting Until 7:00 P.M.

O A T H O F O F F I C E

"I, MARK JOHNSON, do solemnly swear that I will support and maintain the Constitution and laws of the United States, and the Constitution and laws of North Carolina not inconsistent therewith, and that I will faithfully discharge the duties as COUNCILMEMBER, so help me God."

Sworn this the 5TH day of December 2024.

_____
MARK JOHNSON
COUNCILMAN - WARD II

_____
DAPHNE INGRAM
CITY CLERK

O A T H O F O F F I C E

"I, ROBY D. JETTON, do solemnly swear that I will support and maintain the Constitution and laws of the United States, and the Constitution and laws of North Carolina not inconsistent therewith, and that I will faithfully discharge the duties as COUNCILMEMBER, so help me God."

Sworn this the 5TH day of December 2024.

_____
ROBY D. JETTON
COUNCILMAN - WARD IV

_____
DAPHNE INGRAM
CITY CLERK

Roberts Rules Abbreviated

LANGUAGE		INTERRUPT SPEAKER?	SECOND NEEDED?	MOTION DEBATABLE?	MOTION AMENDABLE?	VOTE NEEDED?
PRIVILEGED MOTIONS deal with the welfare of the group, rather than with any specific proposal. They must be disposed of before the group can consider any other motion.						
Adjourn the meeting	I move that we adjourn	no	yes	no	no	majority
Recess the meeting	I move we recess until	no	yes	no	yes	majority
Complain about noise, room temperature etc.	Point of privilege	yes	no	no	no	none, chair rules
SUBSIDIARY MOTIONS provide various ways of modifying or disposing of main motions. They must be acted upon before all other motions except privileged motions.						
Suspend debate on a matter without calling for a vote	I move we table the matter	no	yes	no	no	majority
End debate	I move the previous question	no	yes	no	no	2/3 majority
Limit length of debate	I move debate on this matter be limited to	no	yes	no	yes	2/3 majority
Ask for a vote by actual count, to verify a voice vote	I call for a division of the house	no	no	no	no	none*
Postpone consideration of a matter to a specific time	I move we postpone the matter until	no	yes	yes	yes	majority
Have a matter studied further	I move we refer this matter to a committee	no	yes	yes	yes	majority
Consider a matter informally	I move the question be considered informally	no	yes	yes	no	majority
Amend a motion	I move that this motion be amended by	no	yes	yes	yes	majority
Reject a main motion without voting on the motion itself	I move the question be postponed indefinitely	no	yes	yes	no	majority
INCIDENTAL MOTIONS grow out of other business that the group is considering. They must be decided before the group can return to the question that brought them up.						
Correct an error in parliamentary procedure	Point of order	yes	no	no	no	none, chair rules
Object to a ruling by the chair	I appeal the chair's decision.	yes	yes	yes	no	majority
Consider a matter that violates normal procedure, but does not violate the constitution or bylaws	I move we suspend the rules	no	yes	no	no	2/3 majority
Object to considering some matter	I object to the consideration of this matter	yes	no	no	no	2/3 majority
Obtain advice on proper procedure	I raise a parliamentary inquiry	yes	no	no	no	none, chair rules
Request information	Point of information	yes	no	no	no	none
Withdraw a motion	I request leave to withdraw the motion	no	no	no	no	majority
MAIN MOTIONS are the tools used to introduce new business.						
Introduce business	I move that	no	yes	yes	yes	majority
Take up a matter previously tabled	I move we take from the table	no	yes	no	no	majority
Reconsider a matter already disposed of	I move we reconsider our action relative to	yes	yes	yes	no	majority
Strike out a motion previously passed	I move we rescind the motion calling for	no	yes	yes	yes	majority
Consider a matter out of its scheduled order	I move we suspend the rules and consider	no	yes	no	no	2/3 majority

*But majority vote if someone objects.

CITY COUNCIL

Ed L. Hatley, Mayor
Christine Poinsette, Mayor Pro-Tem
Kevin Demeny
Jill Tipton
Roby Jetton

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CITY MANAGER

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

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLNTON, NORTH CAROLINA DESIGNATING THE DATE AND TIME OF THE MONTHLY MEETING OF THE MAYOR AND CITY COUNCIL IN ORDER TO COMPLY WITH THE OPEN MEETINGS LAW

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

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

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

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

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

January 9	**May 1**	**September 4**
February 6	**June 5**	**October 2**
March 6	**June 26**	**November 6**
April 3	**August 7**	**December 4**

All of these being held in 2025. The City Council, meeting in Regular Session on December 5, 2024, established these dates and times and ordered this resolution be published one time in the Lincoln Times-News at least fifteen days prior to the January 9, 2025 meeting. The City Council further ordered a copy of this resolution be posted on the bulletin boards on the first and second floors of the City Hall, located at 114 W. Sycamore Street. The purpose of this advertisement and the posting of this notice acknowledges the requirement as described in Chapter 143-318.12 of the General Statues of North Carolina

Adopted this 5th day of December, 2024.

Lincolnton NC
Near the City. Near the Mountains. Near Perfect.

LINCOLNTON
AGENDA
December 5, 2024
7:00 PM

CALL TO ORDER

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

1. AGENDA APPROVALS

1a Approval of REGULAR AGENDA

1b Approval of CONSENT AGENDA

- **October 30, 2024 - Special Called Meeting**
- **Lincoln County Tax Department - Request for Releases October 16, 2024 - November 15, 2024**
- **Retirement Recognition - Lee R. Hansen**

PUBLIC COMMENT

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

2. PUBLIC HEARINGS

2a ZTA-6-2024 Zoning Text Amendments to Chapter 153 Unified Development Ordinance

Jean Derby, Planning Director

3. REGULAR AGENDA

3a Police Department Accreditation Presentation by a State Representative

Brian Greene, Police Chief

3b Request for Approval to Submit State Grant Application - Byrne-JAG/Criminal Justice Grant - Community Mental Health Initiative - $75,000 for two years

Brian Greene, Police Chief

3c State and Local Cybersecurity Grant Program (SLCGP)

Chris Jones, Technology & Innovation Director

4. REGULAR AGENDA

4a Consideration of Request to Approve the North Carolina Water and Wastewater Agency Response Network Mutual Aid and Assistance Agreement for Water and Wastewater Utilities

Todd Elmore, Water Resources Director

4b Re-Appointments - Boards and Commissions 2024 Expiring Terms

Ed Hatley, Mayor

4c New Appointments - Boards and Commissions 1st Terms 2025

Ed Hatley, Mayor

5. OTHER BUSINESS

5a Consideration of Shared Services Contract between City of Lincolnton and Lincoln County

Ritchie Haynes, City Manager

5b Payment to DDA for Apple Drop Event/Supplies

Ritchie Haynes, City Manager

5c Manager Report/Activity Update

Ritchie Haynes, City Manager

NEWS MEDIA

CLOSED SESSION

In accordance with G.S. 143-318.11(a)(6) – to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee

ADJOURNMENT

SPECIAL MEETING – October 30, 2024

The Lincolnton City Council held a Special Meeting on Wednesday, October 30, 2024 at 3:00 pm. in the Council Chambers of City Hall, located at 114 West Sycamore Street, Lincolnton, NC regarding the Court Square Adaptive Reuse project.

The following Councilmembers were presented and accounted for:

DEMENY HATLEY TIPTON

NOTE: Councilmember Poinsette and Councilmember Jetton were not in attendance.

Mayor Ed Hatley called the meeting to order. He noted the purpose of the meeting, after which, he recognized Mr. Josh Grant, the overseer of this project. Mr. Grant thanked Council for the opportunity to provide an update on the progress of the historic courthouse project. He introduced Ms. Marcia Perritt and Mr. Eric Thomas from the Development Finance Initiative at the University of North Carolina Chapel Hill School of Government, and Mr. Brett Sturm with the Department of Natural and Cultural Resources from the state historic preservation office. They all addressed Council about the project.

Mr. Grant began by giving an overview (update summary) of the various stages of the project up to where it is today. He reiterated the purpose of the meeting being to talk about the plan moving forward, transitioning from the finalization of the expenditure of the 4.5 million dollars from the state to the next stage in an effort to be proactive moving forward. Mr. Grant gave a recap of what has transpired over the past four years, starting with:

- Alternative Use Study report in 2020
- Steering committee recommendations in 2021
- UNC School of Government site & market analysis and financial feasibility in 2022
- Maurer Architecture final redevelopment scenarios & concepts in 2023
- JM Cope (CMARW) Construction drawings & interior demo and renovation work to begin currently in 2024

He talked about the public relations and community transparency, the community survey and the results, social media engagement, press releases and the landing page

on the county website. Out of the responses/feedback received, Mr. Grant shared the Steering Committee and local Officials key points as:

1. Save the building
2. Determine highest and best use
3. Contribute to the local economy
4. Preserve history & culture
5. Consider the recent Capital investments
6. Gauge and consider feedback from the community
7. Provide for a mixture of uses now and in the future
8. Be unique and do not settle for only what neighboring cities and towns are doing.

Mr. Grant proceeded to speak to the role of Maurer Architecture to help strategically look at the Redevelopment scenarios focusing on functionality, cost and historic preservation. He explained that they looked at the "as-built" condition, and helped recreate the architectural drawings for the building and are currently working on the construction drawings. Mr. Grant reported that city and county leaders did reach a consensus on a final design concept Maurer developed which includes a food hall & cultural exhibit on the first floor, bar/lounge in the basement, event hall & history collection display on the second floor and offices & event suites on the third floor. He displayed the floor plans of the different floors, informing the council that the original balcony, which is a historical asset, has been re-exposed.

Mr. Grant spoke to the hiring of JM Cope, Construction Manager at Risk, and the guaranteed maximum price, with the construction manager being responsible for any project overages. He emphasized the very strong history with renovation projects of old historical buildings. Mr. Grant talked about Coaly Design, the registered landscape architect, and displayed a graphic of the latest rendition of what the grounds would look like. He pointed out that the ground will include formal space for memorials, a new statue of Benjamin Lincoln, for which the county is named after, and formal outdoor dining space. There will be a North Lawn dining space with ball and string lighting, new space for outdoor music & events. Mr. Grant stated that there will be site lighting & bollard lighting, all new sidewalks, better pedestrian connectivity in all four directions, everything will be coordinated with the city streetscape plan. Mr. Grant recognized the Historic Preservation Commission for their involvement, informing them that they have been integral to the project, approving all of the certificate of appropriateness.

Giving a tentative timeline, Mr. Grant reported the interior selective demo was started and wrapped up over the summer, budget finalization happened this fall (September 2024). Mr. Grant express his desire to go to bid in December or January for the County's portion of the project, (finalizing the expenditure of the 4.5 million dollars) and potentially begin construction by the summer of 2025, which includes the ground work, as well as the interior renovation work to a point. He ended with next steps being:

- County Expenditure of State Funds ($4.5M)
- Eventual Change of Ownership

Mr. Grant spoke to the agreement signed by City Council, that included the courthouse, as well as the language in that agreement that there would be a separate agreement that would spell out the details, creating the additional next step of

- Develop an Action Plan
    - Public – Private partnership Potential
    - Private Development Potential

This, according to Mr. Grant, should be taking place during the gap between now and the summer of 2026. He stressed that much thought, discussion and work needs to go into developing and charting the course for the next phase, which is either a public/private partnership or a private sale, making sure that there are covenants protecting the building so that memorials cannot be removed and that historical elements of the local landmark designation cannot be changed.

Marcia Perritt and Mr. Eric Thomas, with the School of Government Development Finance Initiative, were in attendance and addressed the Mayor and Council members regarding the project. Ms. Perritt began by providing some background on the initiative, explaining why they were created and what they do. She gave a detailed overview of their scope of services, and explained the full scope of services they would provide if they are still involved when the choice is made.

With no questions from council members, Ms. Perritt continued through her presentation, addressing the current plan and a projected timeline. She talked extensively about the development assumptions and development considerations. In response to several questions from Mayor Ed Hatley, there was discussion regarding the advantages and disadvantages of private ownership compared to the city or county maintaining ownership of the property.

Ms. Perritt began with option #1, a Public-Private Partnership. She listed and summarized the pros and cons of each option, and explained how each option would work. Mr. Eric Thomas approached the podium to express his opinion and help answer questions as well. Both Ms. Perritt and Mr. Thomas offered a variety of ways that either option can be successful. City Manager Ritchie Haynes also offered some helpful information for Council to consider regarding the project and some of the risks involved.

With option #2, a complete private sale, Ms. Perritt reminded members that restrictions and covenants can be imposed, and uses of the building can be limited where the statutory authority allows. She also reminded that that the sale can be limited that the city or county maintains the grounds and only sale the building. Ms. Perritt, again, listed the pros and cons of this option as well, noting the risk involved.

Ms. Perritt described option #3 as something in between. This would be partial city ownership, where the city sells a portion of the building and retains ownership of the remaining space. She suggested this option as something to consider if unsuccessful with option #2, finding a buyer. She emphasized some of the same benefits as option #2, as well as some of the risk that this option would present.

There was discussion regarding some of the specifics of the options. Mr. Josh Grant addressed many of the questions that were asked and named several different ideas for the various spaces. Mayor Ed Hatley voiced his concerns and desire to keep a good working relationship/partnership with the Historical Society, not to be confused with Lincoln Landmark. He also stressed his thoughts about the importance of the Historical Society being allowed to use the space on the third floor and staying involved in the process. Mr. Grant assured members that a variety of things were considered and that an effort is being made to make sure that the mixture of uses play off of one another, being a mixed use of both retail and museum. Councilmember Demeny commented pointing out that the museum is the building and that the historical elements within the building can be rotated to maintain interest. In response to a question from City Manager Ritchie Haynes, Mr. Grant clarified that the 4.5 million did not include the leveling of the floor. Mr. Grant also spoke to some of the challenges experienced on the project and some of the unexpected work that will be required.

Continuing with the presentation, Ms. Perritt presented the scenario comparison again. There was more discussion in response to questions regarding the scenarios and what type of assistance would be available to help. Ms. Perritt, Mr. Thomas and

Mr. Grant all provided feedback/information in response. The traffic flow around the property was also discussed with Mr. Gant providing information obtained from discussions with NCDOT.

Mr. Brett Sturm, a restoration specialist with the state historic preservation office, was in attendance and spoke to the council about historic tax credits. Mr. Sturm distributed a handout to council regarding Rehabilitation Tax Incentives for Income-producing properties. Mr. Sturm provided detailed information regarding the programs as it may relate to the courthouse property. He spoke to eligibility and the criteria used. He also spoke to the application process and steps involved. There were questions and more discussion regarding the project. Mr. Sturm expressed his view of the potential in the project.

Mr. Josh Grant thanked City Council for the opportunity to participate in the meeting and share the information. With no further business Councilmember Jill Tipton made a motion to adjourn. Members voted unanimously in favor of the motion.

DAPHNE INGRAM, CMC	**ED HATLEY**
CITY CLERK	**MAYOR**

LINCOLN COUNTY
TAX DEPARTMENT

REQUEST FOR RELEASES

PERIOD COVERED
October 16, 2024 through November 15, 2024

CITY RELEASES $100 AND OVER

NAME	YEAR	DIST	A/C NO	AMOUNT	REASON
By Zoey Love	2023-2024	22	02847226	$713.34	Corrected Values
Hometown Auto Repair LLC	2024	22	0284982	$295.60	Dissolved 2023
K-Hope Construction LLC	2024	22	0285103	$278.91	Dissolved 2023
Stamey, Teddie S	2024	22	107277	$427.34	Removed per Appraisal Dept.
7th Heaven Landscaping	2024	22	279484	$261.71	Dissolved 2023
			Total	$1,976.90	

SUBMITTED BY:

_____ DATE: 11-22-2024
SUSAN SAIN , TAX ADMINISTRATOR

APPROVED BY:

_____ DATE:_____
RICHARD HAYNES , CITY MANAGER

PERIOD COVERED

October 16, 2024 through November 15, 2024

CITY RELEASES LESS THAN $100

NAME	YEAR	DIST	A/C NO	AMOUNT	REASON
JV2 Construction Inc	2024	22	0269151	$37.72	Stolen

TOTAL **$37.72**

SUBMITTED BY:

Susan Sain DATE: 11-22-2024

SUSAN SAIN , TAX ADMINISTRATOR

APPROVED BY:

_____ DATE:_____

RICHARD HAYNES , CITY MANAGER

City of Lincolnton
In Appreciation of

Lee R. Hansen

Upon His Retirement On
December 1, 2024

The City of Lincolnton recognizes the employees of the City are its greatest strength, and honors their dedication and contributions to the City and its citizens.

May you be proud of the work you have done, the person you are, and the difference you have made.

23 Years of Service for the Citizens of Lincolnton

City Manager

Lincolnton NC
Near the City. Near the Mountains. Near Perfect.

Mayor

MEMO TO: Planning Board

FROM: Planning Staff

SUBJECT: ZTA-6-2024 - Zoning Text Amendments to Chapter 153 Unified Development Ordinance

DATE: November 19, 2024

Background

Occasionally, minor errors in the text or changes in circumstances necessitate amendments to the Unified Development Ordinance (UDO). To enhance the enforceability and effectiveness of the UDO, it is essential to modify, update, or add specific sections of the ordinance. Proposed changes are highlighted in yellow, while language intended for removal is indicated with a strikethrough. Below are the sections that require modification.

Proposed Amendment Sections: (see attached redlined/highlighted sheet for all changes)

§ 153.031 DEFINITIONS OF SPECIFIC TERMS AND WORDS.

Staff Comment: Adding a definition for Recreation, Indoor to meet the increasing demand for diverse entertainment businesses. Modifying the term Recreation Facilities to Recreation, Outdoor for consistency.

Proposed Amendment Section:

§ 153.113 C-B CENTRAL BUSINESS DISTRICT.

Staff Comment: Adding indoor recreation and outdoor recreation to the permitted uses in the Central Business District with some prescribed standards for each.

Proposed Amendment Sections:

§ 153.105 R-25 RURAL RESIDENTIAL DISTRICT.

Staff Comment: Essential Services Class II and Class III should be added back into R-25. They were omitted during the 160D rewrite, and these services are vital for everyday living needs.

Examples of Class II include booster stations, pumping stations, substations, lift stations or other required facilities in connection with telephone, electric steam, water, sewer, or other similar utilities. Class III are production or treatment facilities such as power plants, sewage treatment plants, radio and television transmission towers, or similar utilities; operations centers for providers of essential services; and solid waste deposit stations where solid waste is deposited by the public in containers prior to the waste being hauled to another facility for disposal.

§ 153.031 DEFINITIONS OF SPECIFIC TERMS AND WORDS.

RECREATION, INDOOR An establishment that is primarily intended for recreational activities within enclosed structures. This category includes but is not limited to venues such as classic arcades, bowling alleys, skating rinks, billiard tables, escape rooms, theaters, trampoline parks, dance studios, gymnastics centers, fitness centers, smash rooms, sports simulation machines, and virtual reality gaming centers. These spaces offer a range of entertainment, physical activity, and social engagement opportunities and are designed to accommodate various age groups and recreational interests. This category excludes establishments that are engaged in or resemble gambling activities. The noise level generated by this activity should not adversely impact surrounding uses.

RECREATION, OUTDOOR ~~RECREATIONAL FACILITIES~~. An area of land or combination of land and water resources that is developed for active and/or passive recreation pursuits with various manmade features that accommodate the activities.

§ 153.113 C-B CENTRAL BUSINESS DISTRICT.

(A) Permitted uses. The following uses are permitted by right.

(1) Retail uses.

(a) Antique store;

(b) Appliance and appliance repair store;

(c) Arts and crafts store;

(d) Automobile and boat supply store;

(e) Bakeries (retail and wholesale);

(f) Bicycle store;

(g) Beauty supply store;

(h) Book and stationery store (excluding adult establishments);

(i) Box and gift-wrap store;

(j) Card (greeting) shop.

(k) Camera shop and film developing service depository and/or walk-in service developing lab;

(l) Catalog sales store;

(m) Clock shop;

(n) Clothing shop/department store;

(o) Computer service store;

(p) Convenience stores (no fuel sales);

(q) Copy service;

(r) Curtains, drape and other window treatments store;

(s) Delicatessen;

(t) Dressmaking shop;

(u) Drugstore;

(v) Dry cleaning (pick-up and delivery station);

(w) Dry goods shop;

(x) Electronics sales;

(y) Sign printing and manufacturing, outside of the downtown fire district and with no outdoor storage and with all activities conducted indoors;

(z) Florist and gift shop;

(aa) Floor covering, lighting, wallpaper, paint and window covering store;

(bb) Food store;

(cc) Formalwear sales and rental;

(dd) Furniture, rugs and other home furnishings store;

(ee) Furrier;

(ff) Hardware store (but not outdoor storage or enclosed lumber yards);

(gg) Hobby store;

(hh) Household goods shop;

(ii) Jewelry and jewelry repair shop;

(jj) Key shop;

(kk) Linen shop;

(ll) Luggage and leather shop;

(mm) Medical supply sales and rental store;

(nn) Music store including recordings of the various media, print music, sound and high fidelity equipment and supplies, and musical instruments sales and service;

(oo) Notion and fabric store;

(pp) Office buildings with a maximum gross floor area of 10,000 square feet;

(qq) Office supply, stationary office equipment;

(rr) Party rental shop;

(ss) Pet store;

(tt) Postal store;

(uu) Restaurant and auxiliary food catering service;

(vv) Second-hand shop;

(ww) Shoe store;

(xx) Shoe repair shop;

(yy) Sporting goods and trophy shop;

(zz) Tailor and alteration shop;

(aaa) Toy store;

(bbb) Variety and department store;

(ccc) Video rental and sales shop (excluding adult establishments); and

(ddd) Motorcycle sales with outdoor storage during business hours only.

(2) Services.

~~(a) Arcade, classic~~;

(b) Art and photography studios (excluding adult establishments);

(c) Automobile parking lot;

(d) Barber shop;

(e) Beauty shop;

(f) Community center;

(g) Commercial schools providing training in any of the arts, sciences, trades or professions, conducted indoors, with up to 100 enrolled students;

(h) Dry cleaning service;

(i) Essential services, Classes I and II;

(j) Exterminator service;

(k) Finance company;

(l) Film processing service;

(m) Fitness and tanning center (excluding adult establishments);

(n) Interior decorating service;

(o) Laundromat;

(p) Library;

(q) Museum;

(r) Newspaper office and broadcast media offices and studios only;

(s) Offices-business, professional, medical and public;

(t) Opticians and optical services;

(u) Permanent cosmetics;

(v) Post office;

(w) Public safety station;

(x) Rental of party, medical, office and household items;

(y) Sign printing and manufacturing, outside of the downtown fire district and with no outdoor storage and with all activities conducted indoors;

(z) Signs in accordance with §§ 153.160 through 153.172 of this chapter;

(aa) Theaters, auditoriums and public or private nonprofit cultural arts facilities (performance, education, and/or exhibit) excluding adult establishments; and

(bb) Travel agency.

(3) Other. Accessory apartments in commercial structures provided all Building and Fire Codes are met.

(B) Uses subject to prescribed standards. The following uses are allowed upon the issuance of a zoning permit by the Zoning Administrator in accordance with §§ 153.255 through 153.259 of this chapter and subject to the associated below prescribed standards.

(1) Hotel provided that primary vehicular access is not provided by a local residential road and the use is screened from any abutting property located in a residential district in accordance with § 153.046;

(2) Newspaper printing and other publishing;

(3) Parking facilities provided that primary vehicular access is not provided by a local residential road and the use is screened from any abutting property located in a residential district in accordance with § 153.046;

(4) Tavern provided that primary vehicular access is not provided by a local residential road and the use is screened from any abutting property located in a residential district in accordance with § 153.046.

(5) Recreation, Indoor provided that the noise level generated by this activity should not adversely impact surrounding uses.

(6) Recreation, Outdoor provided that the facility is closed by 9:00 PM, any outdoor lighting shall not shine directly into the yards/windows of residential uses and are turned off at closing, and central loudspeakers/ paging systems are prohibited within 200 feet of residentially planned, zoned, or used property.

(C) Yard requirements.

(1) Minimum lot size: none.

(2) Minimum lot width: none.

(3) Minimum front yard setback: none.

(4) Minimum side yard setback: none except ten feet shall be required on all corner lots and 20 feet on side yards that abut any Residential (R) District.

(5) Minimum rear yard setback: none except 20 feet shall be required on all lots whose rear yard abuts any Residential (R) District.

(6) Maximum building height: 40 feet except as permitted in § 153.054 of this chapter.

(7) Off-street parking and loading: all of street parking and loading requirements as prescribed in §§ 153.185 through 153.188 of this chapter shall be waived.

(8) Minimum build to lines: The fronts of all new commercial buildings shall be constructed at the minimum front and side setback lines.

(9) Where new structures are constructed adjacent to existing sidewalks, an expansion joint shall be placed between the structures and the sidewalk.

(D) Screening and landscaping.

(1) Screening when required by § 153.046(A) of this chapter, shall be installed pursuant to § 153.046 of this chapter.

(2) When off-street parking is provided, landscaping shall be installed, as applicable, pursuant to § 153.047(B) of this chapter.

(Prior UDO, § 7.9) (Ord. ZTA-1-2013, passed 2-7-2013; Ord. ZTA-4-2016, passed 7-7-2016; Ord. ZTA-7-2016, passed 1-5-2017; Ord. passed 4-6-2017; Ord. ZTA-2-2020, passed 3-5-2020; Ord. passed - -; Ord. O-01-23, passed 1-5-2023; Ord. O-4-2024, passed 5-2-2024) Penalty, see § 153.999

Editor's note:

Additional development standards pertaining to the CB District, see § 153.074

§ 153.105 R-25 RURAL RESIDENTIAL DISTRICT.

(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) Manufactured homes, Class A;

(4) Agriculture uses;

(5) Family care homes;

(6) Day care centers, small group;

(7) Customary home occupations in accordance with § 153.045 of this chapter;

(8) Essential services, Class I and II

(9) Churches with a maximum sanctuary seating capacity of not greater than 500 seats. Customary accessory uses shall also be permitted. Church owned and maintained cemeteries as an accessory use are permitted;

(10) Publicly owned and operated outdoor recreation facilities which are one acre or less in area. No facility shall contain a swimming pool or indoor community center or meeting facility;

(11) Private recreation facilities constructed pursuant to a permit authorizing the construction of some residential development and intended primarily for the use and enjoyment of the residents thereof;

(12) Public and private elementary and secondary schools and private schools district administrative offices where located on the same parcel as a school;

(13) Stands for the in-season sale of produce out of a home garden located on the premises where the produce is being sold;

(14) Accessory structures in accordance with § 153.057 of this chapter;

(15) Signs in accordance with §§ 153.160 through 153.172 of this chapter;

(16) Off-street parking in accordance with §§ 153.185 through 153.188 of this chapter; and

(17) Private residential quarters provided there is sufficient off-street parking to accommodate the private residential quarters in addition to the spaces required for the principal dwelling.

(B) Uses subject to prescribed standards.

(1) Cemeteries as a principal use (setbacks apply to both buildings and graves) provided primary vehicular access is not provided by a local residential road;

(2) Customary home occupations which meet all the criteria as set forth in § 153.045 of this chapter except § 153.045(B) of the section; provided however, if an accessory or outside storage building is used in connection with a home occupation it shall not exceed 800 square feet in floor area and not more than one building shall be devoted to the home occupation and the building is located in the rear yard and not less than 50 feet from any property line.

(3) Auto hobbyist (see Definitions, § 153.031) provided the use is screened from any abutting property located in a residential district in accordance with § 153.046;

(4) Churches having a sanctuary seating capacity in excess of 500 seats provided that primary vehicular access is not provided by a local residential road and the use is screened from any adjoining property located in a residential district in accordance with § 153.046;

(5) Country clubs and privately-owned outdoor recreation facilities provided that go-cart tracks and outdoor vehicular racing facilities shall not be permitted provided that primary vehicular access is not provided by a local residential road and the use is screened from any adjoining property located in a residential district in accordance with § 153.046;

(6) Publicly owned and operated outdoor recreation facilities in excess of one acre in area and/or containing a swimming pool, or indoor community center or meeting facility provided that primary vehicular access is not provided by a local residential road and the use is screened from any adjoining property located in a residential district in accordance with § 153.046;

(7) Bed and breakfast inns provided the use is screened from any abutting property located in a residential district in accordance with § 153.046;

(8) Public safety stations and Essential Services III provided that the use is screened from any adjoining property located in a residential district in accordance with § 153.046;

(9) Rest homes, nursing care facilities and continuing care communities provided that primary vehicular access is not provided by a local residential road and the use is screened from any adjoining property located in a residential district in accordance with § 153.046;

(10) Public schools administrative offices (freestanding) provided that primary vehicular access is not provided by a local residential road and the use is screened from any adjoining property located in a residential district in accordance with § 153.046;

(11) Communication towers subject to the following standards.

(a) The height of the communication tower may not exceed 199 feet above ground level;

(b) The tower may only be placed on a property containing a minimum of three acres;

(c) The tower must be set back a distance of at least 200 feet from any public right-of-way and 200 feet from any property line;

(d) The tower must provide technically-suitable space for at least four users;

(e) The tower shall be constructed using a monopole design;

(f) A new communication tower cannot be placed within a one-quarter mile radius of an existing tower that could accommodate an additional user;

(g) No equipment, mobile or immobile, not used in direct support of the transmission or relay facility shall be stored or parked on the site unless repairs to the facility are being made;

(h) Towers shall not be artificially lighted except to insure human safety as required by the Federal Aviation Administration (FAA) regulations;

(i) Screening in accordance with § 153.046 shall be planted around the perimeter of the area occupied by the tower, security fencing, and auxiliary uses such as parking. In addition, existing on-site trees and other vegetation shall be preserved to the extent possible;

(j) No more than one communication tower shall be constructed on a single tract of land;

(k) The tower will not result in interference with the safe operation of aircraft in relation to existing or planned airport facilities; and

(l) All obsolete or unused facilities must be removed within 12 months of cessation of operations at the site.

(C) Yard regulations.

(1) Minimum lot size.

(a) Single-family dwellings and Class A manufactured homes:

1. Twenty-five thousand square feet where no public water or public sewer is provided at the lot;

2. Twenty-two thousand five hundred square feet where either one of public water or public sewer are provided at the lot; or

3. Twenty thousand square feet where both public water and public sewer are provided at the lot.

(b) Two-family dwellings:

1. Fifty thousand square feet where no public water or public sewer are provided at the lot;

2. Thirty-five thousand square feet where either one of public water or public sewer are provided at the lot; or

3. Twenty thousand square feet where both public water and public sewer is provided at the lot.

(c) Churches: two acres.

(d) Schools: five acres.

(e) Bed and breakfast inn: one acre.

(f) Essential services: none.

(g) Cemeteries as a principal use: three acres.

(h) Rest homes: one acre.

(i) Nursing care facilities: 60,000 square feet.

(j) Continuing care communities: five acres.

(k) Country clubs: five acres.

(l) All other principal uses: one acre.

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

(a) Where public water and public sewer are provided to the lot: all uses: 40 feet.

(b) Where only one of either or neither public water and public sewer are provided to the lot: all uses: 50 feet.

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

(a) Single-family and two-family dwellings and manufactured homes, Class A: ten feet.

(b) Schools: 40 feet.

(c) Bed and breakfast inns: 25 feet.

(d) Public safety stations: 25 feet.

(e) Church: 40 feet.

(f) Rest home, nursing care facility and continuing care communities: 40 feet.

(g) Swimming pools located in a public or privately maintained recreation facility: 40 feet.

(h) Community center or meeting facility: 40 feet.

(i) Essential Services II: 20 feet.

(j) Essential Services III: 40 feet.

(k) All other uses: 15 feet.

(4) Minimum rear yard setback. Forty feet.

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

(6) Minimum lot width (as measured at the required front yard setback).

(a) Churches, community centers, meeting facilities, schools, country clubs, bed and breakfast inns and essential services, Class III: 150 feet.

(b) All other uses: 100 feet.

(D) Screening and landscaping.

(1) Screening, as provided in § 153.046 of this chapter, shall be required for the following uses and for all other circumstances required by § 153.046(A) of this chapter.

(a) Country club, but screening is not required for golf course playing areas;

(b) Outdoor swimming pools located in a public or privately maintained recreation facility;

(c) Churches;

(d) Community centers and meeting facilities;

(e) Country clubs but not including golf courses;

(f) Bed and breakfast inns;

(g) Public safety stations;

(h) Rest homes, nursing care facilities and continuing care communities;

(i) Public or private elementary or secondary schools; and

(j) Public or private outdoor recreation facilities not constructed pursuant to a permit authorizing the construction of some residential development.

(l) Essential Services II;

(m) Essential Services III.

(2) Where applicable, landscaping shall be provided in accordance with § 153.047 of this chapter.

(Prior UDO, § 7.1) (Ord. passed - - ; Ord. O-5-2024, passed 6-6-2024)

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

Case No. ZTA-6-2024

Applicant: City of Lincolnton Planning Department

Request: ZTA-6-2024 - Zoning Text Amendments to Chapter 153 Unified Development Ordinance

Proposed Consistency and Reasonableness Statement:

> The proposed amendment is **consistent** with the adopted Lincolnton Land Use Plan in that it is not contrary to the goals and objectives outlined by the Plan and **approval of the amendment is reasonable and in the public interest**.

CONSISTENT: Because it updates text language to match current procedures and best practices and it provides additional direction to assist citizens in understanding the regulations.

REASONABLE: The text amendment is reasonable because it makes the ordinance clearer and more easily understood.

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LINCOLNTON
AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council

Date: December 5, 2024

From: Brian Greene, Police Chief

Subject: Request for Approval to Submit State Grant Application - Byrne-JAG/Criminal Justice Grant - Community Mental Health Initiative - $75,000 for two years

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Summary:

Byrne-JAG/Criminal Justice Grant - Department would use the grant to hire a full-time Social Worker for Community Care Program. Community Mental Health Initiative. $75,000 for two years.

Background:

Fiscal Impact:

Recommendation:

Approval

Attachments:

None

29-Investment Strategy

Introduction:
In light of the escalating cyber threats faced by our organization and the imperative to safeguard against potential risks, our investment strategy centers on a holistic cybersecurity approach. This narrative outlines how the implementation of Cisco's Extended Detection and Response (XDR), Secure Endpoint, and Umbrella solutions aligns with the objectives of preventing, preparing for, protecting against, and responding to cyber incidents.

Program Objectives:

Preventing Cyber Incidents:

To proactively prevent cyber incidents, the implementation of Cisco XDR is paramount. Its advanced threat prevention capabilities, coupled with real-time threat intelligence and behavioral analytics, will fortify our defenses against sophisticated threats.
Preparing for Cyber Incidents:

Our strategy emphasizes the importance of preparedness through incident response planning and training. The integration of Cisco Secure Endpoint into our endpoint security measures will enhance our readiness, allowing for swift and effective responses to emerging threats.
Protecting Against Cyber Incidents:

The deployment of Cisco Secure Endpoint across all endpoints and the integration of Umbrella's cloud-delivered security will provide comprehensive protection. Secure Endpoint's advanced threat prevention and Umbrella's DNS-layer security will collectively strengthen our defense against a wide range of cyber threats.
Key Investment Elements:

Cisco XDR Integration:

Seamless integration of Cisco XDR into our security infrastructure will provide comprehensive visibility and response capabilities. Cross-layer correlation will enhance threat detection across networks, endpoints, and cloud environments.
Endpoint Security Enhancement:

Cisco Secure Endpoint will be deployed to offer advanced threat prevention, detection, and response capabilities at the endpoint level. Machine learning and behavioral analysis will identify and halt malicious activities in real time.
Cloud-Delivered Security with Umbrella:

Implementing Cisco Umbrella's DNS-layer security will fortify our defense against threats before they reach our network. Its cloud-delivered architecture ensures protection against malicious domains and provides visibility into internet activity.

Continuous Monitoring and Threat Intelligence:

Continuous monitoring using Cisco XDR will detect anomalous activities. The integration of threat intelligence from Cisco Talos and Umbrella will keep us ahead of emerging threats and provide insights for proactive security measures.
Collaboration with Cisco:

Establishing a partnership with Cisco ensures access to timely updates, threat intelligence feeds, and collaborative insights. Participation in Cisco's security community facilitates knowledge sharing and adherence to industry best practices.
Risk Reduction and Community Impact:

Through the deployment of Cisco XDR, Secure Endpoint, and Umbrella, our strategy aims to close identified core capability gaps, significantly reducing the risk of successful cyber incidents. This, in turn, contributes to the overall cybersecurity resilience of our community, state, or nation.
Monitoring and Evaluation:

Regular assessments of the effectiveness of Cisco XDR, Secure Endpoint, and Umbrella, coupled with periodic reviews of incident response plans, will be conducted to ensure alignment with emerging threats and evolving security landscapes.
Conclusion:

Our investment strategy, encompassing Cisco XDR, Secure Endpoint, and Umbrella, positions us to fortify our cybersecurity posture comprehensively. By addressing core capability gaps, reducing risks, and fostering community-wide resilience, we contribute to the overarching security goals of our community, state, or nation.

Collaboration Strategy
Introduction:
In recognition of the interconnected nature of cybersecurity threats, our project places a strong emphasis on collaboration at various levels — regional, statewide, and even at the multi-state level. By deploying Cisco's Extended Detection and Response (XDR), Secure Endpoint, and Umbrella solutions, our strategy aligns with a comprehensive approach that actively engages federal, state, and local governments. This narrative outlines the extent to which our project demonstrates a commitment to collaboration and risk reduction on a broader scale.

Regional and Statewide Collaboration:
To address cyber threats effectively, we recognize the importance of regional and statewide collaboration. Our organization actively participates in cybersecurity forums, collaborates with neighboring cities and counties, and engages with regional entities to share threat intelligence and best practices. Through workshops and joint training sessions, we aim to enhance collective preparedness and response capabilities.

Federal Collaboration:
Our project underscores a willingness to collaborate with federal government agencies, leveraging resources and expertise to strengthen our cybersecurity posture. By actively participating in programs offered by the Department of Homeland Security (DHS), such as information sharing initiatives and training programs, we ensure alignment with federal cybersecurity priorities.

Partnerships with Similar Agencies:
Consultations with similar agencies, both at the city and county levels, facilitate the exchange of insights and lessons learned. Collaborative efforts with entities facing similar cybersecurity challenges enhance our collective ability to prevent, prepare for, protect against, and respond to cyber incidents.

Collaboration with Cisco:
Establishing a strong collaboration with Cisco is integral to our strategy. We actively engage with Cisco's collaborative security community, participate in joint exercises and training programs, and leverage their expertise to enhance our cybersecurity measures. This partnership ensures that we stay informed about the latest threats and industry best practices.

Utilizing DHS, MS-ISAC, and CISA Services:
Our organization is an active participant in the Multi-State Information Sharing and Analysis Center (MS-ISAC) and engages with the Cybersecurity and Infrastructure Security Agency (CISA). We leverage these memberships to access threat intelligence, participate in training sessions, and engage in incident response exercises. This collaboration enhances our situational awareness and response capabilities.

Integration of Cisco Technologies:
The integration of Cisco XDR, Secure Endpoint, and Umbrella aligns with the broader collaborative framework. These solutions not only contribute to our organization's cybersecurity resilience but also enhance our ability to share threat intelligence seamlessly with federal, state, and local partners.

Impact on Risk Reduction:
Through these collaborative efforts, we aim to reduce the overall risk to the state and the nation. By sharing information, resources, and expertise, we create a networked defense that is more resilient and adaptive to emerging cyber threats.

Monitoring and Continuous Improvement:
Our commitment to collaboration extends beyond the implementation phase. We actively seek feedback, participate in joint exercises, and continuously refine our cybersecurity strategy based on shared insights and experiences within the collaborative network.

Conclusion:

In conclusion, our project, fortified by the integration of Cisco XDR, Secure Endpoint, and Umbrella, is a testament to our commitment to collaboration. By engaging with various government entities, similar agencies, and leveraging DHS, MS-ISAC, and CISA services, we contribute to a more robust and interconnected cybersecurity ecosystem that is better equipped to prevent, prepare for, protect against, and respond to acts of cybercrime at regional, statewide, and national levels.

31-Budget Narrative

Introduction:
Our project envisions a robust cybersecurity infrastructure fortified by the implementation of Cisco's Extended Detection and Response (XDR), Secure Endpoint, and Umbrella solutions. The budget plan is designed to maximize cost-effectiveness, ensuring that grant expenditures are strategically allocated to address key project components and support long-term financial sustainability.

Budget Table:
The budget table provides a detailed breakdown of anticipated costs associated with the acquisition, implementation, and maintenance of Cisco XDR, Secure Endpoint, and Umbrella solutions. It encompasses expenses related to licensing, training, integration, and ongoing operational costs.

Licensing	Cisco XDR, Secure Endpoint, Umbrella	$132,858	5yr Term
Operational Costs	Ongoing monitoring, support, and updates	28,700	Yearly after Term
Total Grant Expenditure		$132,858	

Budget Narrative:
The budget is structured to align with the strategic objectives of the project. Licensing costs account for a significant portion, reflecting the investment in cutting-edge cybersecurity solutions provided by Cisco. Training expenses are allocated to ensure that our team is well-versed in operating and maximizing the benefits of the deployed technologies. Integration costs cover the seamless implementation of Cisco XDR, Secure Endpoint, and Umbrella into our existing infrastructure. Operational costs encompass ongoing monitoring, support, and updates to sustain a resilient cybersecurity posture.

Financial Sustainability:
To ensure the financial sustainability of the project beyond the grant period, operational expenses have been classified as operational expenditures (OpEx). This approach allows for the continued allocation of resources to maintain and enhance the cybersecurity infrastructure as part of regular operating costs. By embedding these costs into our ongoing budget, we mitigate the risk of service interruptions and maintain the effectiveness of the implemented technologies.

Local Matching Funds:

While local matching funds are not available for this project, the budget has been meticulously crafted to optimize the use of the grant funds and maximize the impact of the cybersecurity enhancements. The absence of local matching funds is mitigated by the careful allocation of resources and a focus on long-term financial sustainability.

In-Kind Match and Match Waiver:
No in-kind match is proposed for this project, and we will not be submitting a match waiver. The budget has been designed to leverage the grant funds effectively without relying on in-kind contributions.

Funding Request:
We are requesting $132,858 in grant funding to support the acquisition, implementation, and maintenance of Cisco XDR, Secure Endpoint, and Umbrella. This investment is critical to enhancing our cybersecurity resilience and contributing to the overall security posture of our organization.

Conclusion:
The budget plan demonstrates a strategic and efficient use of grant funds to implement and sustain a state-of-the-art cybersecurity infrastructure. By incorporating ongoing operational costs into regular expenditures, we ensure the long-term effectiveness of the cybersecurity measures beyond the grant period. The absence of local matching funds is offset by careful budgeting and a commitment to financial sustainability. This comprehensive approach positions our organization to maximize the impact of the grant and achieve lasting cybersecurity enhancements.

36-Impact and Outcomes

Project Description:
This project centers on the implementation of Cisco's cybersecurity solutions - Extended Detection and Response (XDR), Secure Endpoint, and Umbrella. The objective is to fortify our organization's cybersecurity posture comprehensively, addressing identified threats and hazards while enhancing our capabilities to prevent, prepare for, protect against, and respond to cyber incidents.

Procedures Implemented:

Advanced Threat Prevention: Cisco XDR will be deployed to proactively identify and block sophisticated threats through advanced threat prevention measures, including real-time threat intelligence and behavioral analytics.

Endpoint Security Measures: Cisco Secure Endpoint will enhance our endpoint security measures by providing advanced threat prevention, detection, and response capabilities. This

includes machine learning and behavioral analysis to identify and halt malicious activities in real time.

Cloud-Delivered Security: Cisco Umbrella's DNS-layer security will be integrated to protect against threats before they reach our network. This cloud-delivered security architecture ensures a robust defense against malicious domains and provides visibility into internet activity.

Enhanced Capabilities:

Comprehensive Threat Visibility: Integration of Cisco XDR provides comprehensive visibility across networks, endpoints, and cloud environments, enhancing our ability to detect and respond to threats at multiple layers.

Real-time Incident Response: Cisco's technologies enable real-time incident response capabilities, allowing our cybersecurity team to swiftly and effectively mitigate the impact of cyber incidents.

Cross-Layer Correlation: The cross-layer correlation capabilities of Cisco XDR contribute to a more cohesive cybersecurity strategy, enabling a unified defense against threats at different levels of the infrastructure.

Threats and Hazards Mitigation:

Malware and Ransomware: Cisco Secure Endpoint's advanced threat prevention capabilities mitigate the risks associated with malware and ransomware attacks.

DNS-Based Threats: Cisco Umbrella's DNS-layer security mitigates the risks associated with DNS-based attacks and provides an additional layer of defense against malicious domains.

Sophisticated Cyber Threats: Cisco XDR's behavioral analytics and real-time threat intelligence address the challenges posed by sophisticated cyber threats, providing proactive identification and mitigation.

Measurement and Evaluation:

Effectiveness Metrics: The effectiveness of the project will be measured through key performance indicators (KPIs), including the reduction in the number of successful cyber incidents, response times to incidents, and the overall improvement in threat detection capabilities.

Incident Response Exercise: Regular incident response exercises will be conducted to evaluate the readiness and effectiveness of the response procedures implemented with Cisco's technologies.

Continuous Monitoring: Ongoing monitoring using Cisco XDR will contribute to the continuous evaluation of the cybersecurity landscape, enabling adjustments to the strategy based on emerging threats.

NOFO Objectives and Required Elements:

Objective 1: Enhance Prevention Capabilities: The project aligns with Objective 1 by implementing advanced threat prevention measures through Cisco XDR and Secure Endpoint.

Objective 2: Strengthen Preparedness and Response: The project aligns with Objective 2 by enhancing incident response capabilities with real-time response measures facilitated by Cisco's technologies.

Objective 3: Foster Information Sharing and Collaboration: Collaboration is facilitated through Cisco's collaborative security community, and the project aligns with Objective 3 by participating in information sharing initiatives and collaborative programs.

Required Elements (1-16): The project addresses all 16 required elements, including risk assessments, cybersecurity training, incident response planning, and the integration of advanced cybersecurity technologies.

Conclusion:
This project's impact is significant — a fortified cybersecurity posture, enhanced capabilities, and a proactive approach to mitigating identified threats and hazards. The outcomes will be measured through defined metrics, evaluations, and the alignment with NOFO objectives and required elements, ensuring a comprehensive and effective response to the dynamic cyber threat landscape.

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LINCOLNTON
AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council

Date: December 5, 2024

From: Todd Elmore, Water Resources Director

Subject: Consideration of Request to Approve the North Carolina Water and Wastewater Agency Response Network Mutual Aid and Assistance Agreement for Water and Wastewater Utilities

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Summary:

An agreement made and entered into by public and private Water and Wastewater Utilities in North Carolina that intend to participate in an Intrastate Program for Mutual Aid and Assistance

Background:

Signatory utilities established an Intrastate Program for Mutual Aid and Assistance because of the need for assistance when emergencies arise. Through this program, members can coordinate response activities and share resources during emergencies or declared disasters. This agreement sets forth the procedures and standards for the administration of the program.

Fiscal Impact:

Recommendation:

Attachments:

1. ncwaterwarn_agreement_final_jan_2019

North Carolina Water and Wastewater Agency Response Network

Mutual Aid and Assistance Agreement For Water and Wastewater Utilities

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This Agreement is made and entered into by public and private Water and Wastewater Utilities in North Carolina that have, by executing this Agreement, manifested their intent to participate in an Intrastate Program for Mutual Aid and Assistance.

This Agreement is authorized under Section 160A-318 of the North Carolina General Statutes which provides that public and private Water and Wastewater Utilities may contract with each other to provide mutual aid and assistance in restoring water and sewer in the event of natural disasters or other emergencies.

ARTICLE I.
PURPOSE

Recognizing that emergencies may require assistance in the form of personnel, equipment, materials, and supplies from outside the area of impact, the signatory utilities established an Intrastate Program for Mutual Aid and Assistance. Through the Mutual Aid and Assistance Program, Members coordinate response activities and share resources during emergencies whether localized to the utilities or a declared disaster. This Agreement sets forth the procedures and standards for the administration of the Intrastate Mutual Aid and Assistance Program.

ARTICLE II.
DEFINITIONS

A. Authorized Official— An employee or officer of a Member that is authorized by the Member's governing board or management to:

- request assistance;
- offer assistance;
- Refuse to offer assistance or;
- Withdraw assistance under this Agreement.

B. Disaster – An emergency event that reaches a specific financial threshold related to magnitude of loss and property damage.

C. Confidential Information – Information defined NCGS 132-1.2 as confidential information or NCGS 132-1.7 as sensitive public security information.

D. Emergency— An unanticipated and/or sudden natural or manmade event that requires immediate action and is, or is likely to be, beyond the control of the services, personnel, equipment, and facilities of a Mutual Aid and Assistance Program Member.

E. Incident Command System (ICS) – A standardized on-scene emergency management system designed for use for all kinds of emergencies and is applicable to small as well as large and complex incidents. ICS is the combination of facilities, equipment, personnel procedures, and communications operating within a common organization structure, designed to aid in the management of resources during incidents.

F. Indemnity – Security against hurt, loss, or damage. An exemption from incurred penalties or liabilities.[1]

G. Indemnitee – A party to this Agreement that is entitled to be indemnified by another party to this Agreement pursuant to the terms of Article X.

H. Indemnitor – A party to this Agreement that is obligated to indemnify another party to this Agreement pursuant to the terms of Article X.

I. Large water and or wastewater utility— A utility that is represented with a population in excess of 10,000.

J. Member— Any public or private Water or Wastewater Utility that manifests intent to participate in the Mutual Aid and Assistance Program by executing this Agreement.

K. Mutual Aid and Assistance Agreement – A formal agreement among emergency responders to lend assistance across jurisdictional boundaries when required; either by an emergency that exceeds local resources or a disaster

L. National Incident Management System (NIMS) — A national, standardized approach to incident management and response that sets uniform processes and procedures for emergency response operations.

M. The North Carolina Water and Wastewater Agency Response Network (NCWaterWARN) - A network of public and private water and wastewater utilities united under an agreement to provide and receive mutual aid and assistance to signatories to the agreement during emergencies ranging from those that may arise from declared disasters or are specific to a single utility.

N. Period of Assistance — A specified period of time when a Provider assists a Recipient. The period commences when personnel, equipment, materials, or supplies depart from a Provider's facility and ends when the resources return to their facility (portal to portal). All protections identified in the agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from an emergency, as previously defined.

O. Provider — A Member that responds to a request for assistance under the Mutual Aid and Assistance Program.

P. Recipient — A Member who requests assistance under the Mutual Aid and Assistance Program.

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[1] *Merriam-Webster*. Retrieved August 22, 2007, from Merriam -Webster.com website: http://www.merriam-webster.com/

Q. Small water and or wastewater Utility— A utility is represented with a population less than 10,000.

R. Private Water Utility— An entity that is not a unit of government that owns or operates a water and/or wastewater utility, whether on a for-profit or not-for-profit basis.

S. Public Utility— A unit of government that owns or operates a water and/ or wastewater utility.

ARTICLE III.
ADMINISTRATION

The Mutual Aid and Assistance Program shall be administered through the North Carolina Water and Wastewater Agency Response Network (NCWaterWARN) Committee in coordination with the North Carolina Rural Water Assoication (NCRWA). The purpose of the NCWaterWARN Committee is to provide coordination of the Mutual Aid and Assistance Program before, during, and after an emergency. The NCWaterWARN Committee, under the leadership of an elected Chairperson, shall meet quarterly as deemed necessary by the Chair to address Mutual Aid and Assistance Program issues.

The administration of NCWaterWARN will be through the NCWaterWARN Committee. The committee shall consist of a chair and vice chair, an eastern regional section, a western regional section, and (3) At-Large members. The NCWaterWARN Committee shall consist of an eastern regional section with three (3) seats representing large and small public water and wastewater utilities and private water systems. The western regional section shall consist of three (3) seats representing large and small public water and wastewater utilities and private water systems. Also, there shall be three (3) At-Large seats for additional representatives from either large and small public water and wastewater utilities or private water systems.

NCWaterWARN regional sections are divided along the NC Department of Environmental Quality (NCDEQ) regional office areas. A map of the regional sections is included in Appendix A of this agreement.

Representatives from large and small public water and wastewater utilities and private utilities shall be elected at the NCWaterWARN Annual Meeting. Election and voting procedures will be described in the NCWaterWARN Ops Plan.

Under the leadership of the NCWaterWARN Committee Chair, NCWaterWARN Committee Members shall plan and coordinate emergency preparedness and response activities for the Mutual Aid and Assistance Program. The NCWaterWARN Committee Chair (or his/her designee) shall maintain a master list of all members of the Mutual Aid and Assistance Program.

The NCWaterWARN Committee shall elect a Chair and a Vice Chair. The first Chair and Vice Chair will serve a two (2) year term and subsequent Chairs and Vice Chairs will serve one (1) year thereafter.

The NCWaterWARN Committee shall:

A. Convene an annual meeting for members.
B. Provide for the development and maintenance of a database of all participating utilities through one of the members, sponsor agencies, or participating agencies or associations.

C. Meet as a NCWaterWARN Committee at least quarterly, as needed and at the discretion of the Chair, to address and resolve concerns, create and modify procedures and any additional policy or legal issues related to NCWaterWARN.
D. Provide for the development and maintenance of a secure website.
E. Include an advisory board in its meetings to provide input based on the expertise of their agency.

The additional responsibilities of the Chair are described throughout the agreement. Those duties will be highlighted in the agreement for review by the NCWaterWARN Committee and the Sponsors. Those duties will be listed together in the protocols.

The NCWaterWARN shall have an advisory board that consists of representatives from partner agencies and stakeholders. Representatives to the advisory board from the respective agencies shall be named by those agencies. The advisory board is not a voting member. NCWaterWARN Advisory Board may include at least one representative from the following agencies:

- North Carolina Department of Environmental Quality; Division of Water Resources; Public Water Supply Section
- North Carolina Department of Environmental Quality; Division of Water Resources; Water Quality Regional Operations Section
- North Carolina Section of the American Water Works Association and Water Environment Association
- North Carolina Rural Water Association
- North Carolina Waterworks Operators Association
- North Carolina Emergency Management
- North Carolina League of Municipalities
- Eastern Water and Wastewater Network
- Environmental Protection Agency Region IV
- Department of Homeland Security Protective Security Advisor

Other agencies may be invited to join or have representation on the advisory board at the discretion of the NCWaterWARN Committee.

ARTICLE IV.
PROCEDURES

In coordination with other response partner agencies, *the* NCWaterWARN Committee shall develop operational and planning procedures for the Mutual Aid and Assistance Program. These procedures shall be reviewed at least annually and updated as necessary.

ARTICLE V.
PRE-EVENT PLANNING

Members shall identify resources available for deployment and develop plans for housing and providing for the necessities and maintenance of personnel and equipment deployed to provide mutual aid and assistance when a request for assistance is made by the member.

In addition, Members shall provide training to their response personnel related to:

- NIMS compliance
- Mutual aid response protocols
- Required documentation for providing mutual aid and assistance and for receiving mutual aid and assistance

ARTICLE VI.
REQUESTS FOR ASSISTANCE

Member Responsibility: Members shall identify an Authorized Official and alternates, provide contact information including 24-hour access, and maintain resource information made available by the utility for mutual aid and assistance response.

In the event of an Emergency, a Member's Authorized Official may request mutual aid and assistance from a participating Member. Requests for assistance can be made orally or in writing. When made orally, the request for personnel, equipment, materials, and supplies shall be prepared in writing as soon as practicable. Requests for assistance shall be directed to the Authorized Official of the participating Member. The Chair will be notified of all activations of the agreement. Specific protocols for requesting aid shall be provided in the required procedures (Article IV).

Prospective NCWaterWARN members must, if not already active, become and maintain an active membership with the North Carolina Rural Water Association (NCRWA) and must attach proof of its membership with NCRWA to this agreement. NCWaterWARN Members must also provide written notice to the acting NCWaterWARN Chairman of its termination of membership with NCRWA which also results in termination with its membership and benefits associated with NCWaterWARN.NCWaterWARN members are responsible for completing their system's profile information, once an account is assigned, in their member account on the current NCWaterWARN platform. Failure to comply may result in both an innacurate member directory and omission from automated NCWaterWARN communications to the membership.

Response to a Request for Assistance: After a Member receives a request for assistance, the Authorized Official evaluates whether resources are available to respond to the request for assistance. Following the evaluation, the Authorized Representative shall inform, as soon as possible, the Recipient whether it has the resources to respond. If the Member is willing and able to provide assistance, the Member shall inform the Recipient about the type of available resources and the approximate arrival time of such assistance.

Discretion of Provider's Authorized Official: Execution of this Agreement does not create any duty to respond to a request for assistance. When a Member receives a request for assistance, the Authorized Official shall have absolute discretion as to the willingness to respond and/or availability of resources. An Authorized Member's decisions on the availability of resources shall be final.

ARTICLE VII. PROVIDER PERSONNEL

National Incident Management System: When providing assistance under this Agreement, the Recipient and Provider shall be organized and shall function under the National Incident Management System if State or Federal preparedness funding is desired. *Control:* Provider personnel shall remain under the direction and control of the Provider. The Recipient's Authorized Official shall coordinate response activities with the designated supervisor(s) of the Provider(s). Whenever practical, Provider personnel must be self-sufficient for up to 72 hours.

Food and Shelter: The Recipient shall supply reasonable food and shelter for Provider personnel. If the Recipient is unable to or fails to provide food and shelter for Responding personnel, the Provider's designated supervisor is authorized to secure the resources necessary to meet the needs of its personnel. The cost for such resources should not exceed the State per diem rates for that area without further justification of good faith efforts to secure accommodations within the per diem. The Recipient remains responsible for reimbursing the Provider for all costs associated with providing food and shelter, if such resources are not provided.

Communication: The Recipient shall provide Provider personnel with radio equipment as available, or radio frequency information to program existing radio, in order to facilitate communications with local responders and utility personnel.

Status: Unless otherwise provided by law, the Provider's officers and employees retain the same privileges, immunities, rights, duties, and benefits as provided in their respective jurisdictions.

Licenses and Permits: To the extent permitted by law, Provider personnel who hold licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during the specified Period of Assistance. Members should comply with NIMS credentialing where applicable.

Right to Withdraw: The Provider's Authorized Official retains the right to withdraw some or all of its resources at any time. Notice of intention to withdraw must be communicated to the Recipient's Authorized Official as soon as possible.

ARTICLE VIII. COST REIMBURSEMENT

Unless otherwise mutually agreed in whole or in part, the Recipient shall reimburse the Provider for each of the following categories of costs incurred while providing aid and assistance during the specified Period of Assistance. Such cost may include damage or loss to equipment.

Personnel: Provider personnel are to be paid for assigned duty during a specified Period of Assistance (refer to definition of period of assistance in Article II) according to the terms provided in their employment contracts or other conditions of employment. Either Member may require Provider's personnel to observe a rest period prior to travel back to the Provider's base of operations to ensure safety of personnel. The Provider designated supervisor(s) must keep accurate records of work performed by personnel during the specified Period of Assistance. Recipient reimbursement to the Provider must consider all personnel costs, including salaries or hourly wages, costs for fringe benefits, and indirect costs.

Equipment: The Recipient shall reimburse the Provider for the use of equipment during a specified Period of Assistance, including but not limited to, reasonable rental rates, all fuel,

lubrication, maintenance, transportation, and loading/unloading of loaned equipment. All equipment shall be returned to the Provider in similar condition to its condition at the time of the request for mutual aid and assistance. As a minimum, rates for equipment use must be based on the Federal Emergency Management Agency's (FEMA) Schedule of Equipment Rates. If a Provider uses rates different from those in the FEMA Schedule of Equipment Rates, the Provider must provide such rates in writing to the Recipient prior to supplying resources. Mutual agreement on rates other than FEMA Schedule of Equipment Rates must be reached in writing prior to dispatch of the equipment. Reimbursement for equipment not referenced on the FEMA Schedule of Equipment Rates must be developed based on actual recovery of costs. If Provider must lease a piece of equipment while its equipment is being repaired, Recipient shall reimburse Provider for such rental costs.

Materials and Supplies: The Recipient must reimburse the Provider in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies. The Provider must not charge direct fees or rental charges to the Recipient for other supplies and reusable items that are returned to the Provider in a clean, damage-free condition. Reusable supplies that are returned to the Provider with damage must be treated as expendable supplies for purposes of cost reimbursement.

Payment Period: The Provider must provide an itemized bill to the Recipient for all expenses it incurred as a result of providing assistance under this Agreement. The Provider must send the itemized bill to the authorized official not later than ninety (90) days following the end of the Period of Assistance. The Recipient must pay the bill in full on or before the one hundred eightieth (180th) day following the billing date. Unpaid bills become delinquent upon the one hundred eighty-first (181st) day following the billing date, and, once delinquent, the bill accrues interest at the rate of prime, as reported by the *Wall Street Journal,* plus two percent (2%) per annum.

Records – Each Provider and their duly authorized representatives shall have access to a Recipient's books, documents, notes, reports, papers, and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance, or regulatory audit. Each Recipient and their duly authorized representatives shall have access to a Provider's books, documents, notes, reports, papers, and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance, or regulatory audit. Such records shall be maintained and made accessible for at least three (3) years or longer where required by law.

ARTICLE IX.
DISPUTES

Any claim arising out of or relating to this agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by any Member. The parties shall share the mediator's fee and any filing fees equally. Mediation shall be held in the County of the Providing Member if a place has not been mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court of competent jurisdiction. Claims not resolved by mediation shall be decided by a court of competent jurisdiction unless the parties mutually agree otherwise.

ARTICLE X.
LIABILITY

Each Member shall be responsible for any and all claims, demand, suits, actions, damages and causes of action related to or arising out of or in any way connected with its own actions, and the actions of its personnel, in providing mutual aid and assistance rendered or performed pursuant to the terms and conditions of this Agreement.

ARTICLE XI.
INDEMNIFICATION

To the extent permitted by applicable law, in the event of a liability, claim, demand, action, or proceeding of whatever kind or nature arises out of a specified Period of Assistance, the Members who receive and provide assistance during said Period of Assistance shall indemnify and hold harmless those other Members, NCWaterWARN Committee and Sponsor Agencies which had no involvement with the transaction or occurrence that is the subject of the aforementioned claim, action, demand, or other proceeding of whatever kind or nature is limited to execution of this Agreement.

ARTICLE XII.
WORKERS' COMPENSATION CLAIMS

Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's employees under the terms of the North Carolina Workers' Compensation Act, Chapter 97 of the General Statues, due to personal injury or death occurring during the period of time such employees are engaged in the rendering of aid and assistance under this Agreement. It is mutually understood that Recipient and Provider shall be responsible for payment of such workers' compensation benefits only to their own respective employees. Further, it is mutually understood that Provider will be entirely responsible for the payment of workers' compensation benefits to its own respective employees pursuant to G.S. 97-51.

ARTICLE XIII.
NOTICE

A Member who becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Members of this Agreement shall provide prompt and timely notice to the Members who may be affected by the suit or claim. Each Member reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

ARTICLE XIV.
CONFIDENTIAL INFORMATION

Pursuant to NCGS 132-1.7, and to the extent permitted by applicable law, any Member shall maintain in the strictest confidence and shall take all reasonable steps necessary to prevent the disclosure of any confidential information shared between Members under this Agreement. If any Member, third party, or other entity requests or demands, by subpoena or otherwise, that a Member disclose any confidential information disclosed under this Agreement, the Member shall immediately notify the owner of the confidential information and shall take all reasonable steps necessary to prevent the disclosure of any confidential information.

ARTICLE XV.
EFFECTIVE DATE

This Agreement shall be effective after both the Water and/or Wastewater Utility's authorized representative executes the Agreement and presents proof of dual membership with North Carolina Rural Water Association (NCRWA). An executed copy will be provided to the NCWaterWARN Committee Chair as soon as possible.

ARTICLE XVI.
WITHDRAWAL

A Member may withdraw from this Agreement by providing written notice of its intent to withdraw to NCWaterWARN Committee Chair. Withdrawal takes effect sixty (60 days after the NCWaterWARN Committee Chair receives notice.

Membership may be suspended or revoked by the NCWaterWARN Committee for failure to comply with the Articles of this Agreement.

ARTICLE XVII.
MODIFICATION

Modifications to this Agreement may be made to incorporate programmatic operational changes to support the Agreement. Modifications require a two-thirds majority vote of Members. The NCWaterWARN Committee Chair must provide written notice to all Members of proposed modifications to this Agreement sixty (60) days in advance of the vote. The NCWaterWARN Committee Chair must provide written notice to all members of approved modifications to this Agreement. Approved modifications take effect sixty (60) days after the date upon which notice of the approved modifications are sent to the Members.

No provision of this Agreement may be modified, altered, or rescinded by individual parties to the Agreement.

ARTICLE XVIII.
SEVERABILITY

The Members agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

ARTICLE XIX PRIOR AGREEMENTS

This Agreement supersedes all prior Agreements between Members to the extent that such prior Agreements are inconsistent with this Agreement.

ARTICLE XX. MULTIPLE AGREEMENTS

When multiple mutual aid and assistance agreements exist between two Members, if inconsistencies exist between the agreements, the conditions of this Agreement take precedence except by mutual written acceptance of an alternate agreement of both Members for that specific event.

ARTICLE XXI.
PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES

This Agreement is for the sole benefit of the Members and no person or entity must have any rights under this Agreement as a third-party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and must be without effect.

ARTICLE XXII.
INTRASTATE AND INTERSTATE MUTUAL AID AND ASSISTANCE PROGRAMS

To the extent practicable, Members of this Agreement shall participate in Mutual Aid and Assistance activities conducted under the North Carolina Statewide Mutual Aid and Assistance Agreement and the Interstate Emergency Management Assistance Compact (EMAC). Members may voluntarily agree to participate in an interstate Mutual Aid and Assistance Program for water and wastewater utilities through this Agreement if such a Program were established.

Now, therefore, in consideration of the covenants and obligations set forth in this Agreement, the Water and Wastewater Utility listed here manifests its intent to be a Member of the Intrastate Mutual Aid and Assistance Program for Water and Wastewater Utilities by executing this Agreement on this _____ day of _____ year of_____.

Legal Name of Water/Wastewater Utility:_____

_____
Authorized Representative

_____
Title

_____
Please Print Name

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LINCOLNTON
AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council

Date: December 5, 2024

From: Ed Hatley, Mayor

Subject: Re-Appointments - Boards and Commissions 2024 Expiring Terms

---

Summary:

The following board members are eligible for re-appointment to continue serving on their respective boards. The new term will begin January 2025 and will expire December 2027.

Recreation Commission - John Gregory
Candice Fleming

Planning Board - Monte Tyson

Background:

Per policy for appointments to City boards and commissions, unless otherwise stated by statute, all terms of office are determined by the Lincoln City Council and shall be three (3) years. No citizen may service more than two (2) consecutive full terms (6 years). With three-year terms, an individual would normally serve a a maximum of two terms.

Fiscal Impact:

Recommendation:

Approve to Re-appoint for a second (2nd) three-year term

Attachments:

None

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LINCOLNTON
AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council

Date: December 5, 2024

From: Ed Hatley, Mayor

Subject: New Appointments - Boards and Commissions 1st Terms 2025

Summary:

Vacancies were announced and applications were received for the following Board/Commissions as listed below:

ABC Board - one - (1) vacancy
Recreation Commission one - (1) vacancy
Historic Properties - one (1) vacancy
Tourism Development Authority - three (3) vacancies (one individual to represent the hospitality industry)
Planning Board - one (1) vacancy

Background:

Those appointed will serve a first three-year term from January 2025 through December 2027. Once appointed, the successful candidates will be notified and scheduled to complete any necessary paperwork prior to their first official meeting.

Fiscal Impact:

Recommendation:

Recommendation and approval of appointments

Attachments:

1. Boards and Commissions Applications - appointments

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Daphne Ingram <dingram@lincolntonnc.org>

Online Form Submittal: Boards and Commissions Application

noreply@civicplus.com <noreply@civicplus.com>
To: dingram@lincolntonnc.org, rhaynes@lincolntonnc.org

Fri, Nov 8, 2024 at 5:09 PM

Boards and Commissions Application

Application for Boards/Commissions/Committees

Please complete each section

First Name	Allison
Last Name	Thompson
Date of Birth	3/19/1975
Home Street Address	152 Shields Drive
Home City	Lincolnton
Home Zip Code	28092
Home Phone	9804295792
Cell Phone	9804295792
Email Address	Ahthompson1975@yahoo.com
Board/Commission/Committee Applying For:	Alcoholic Beverage Commission
Why are you interested in serving on this Board/Commission/Committee?	I was approached by a current board member to apply for a seat on this board. I am a life time resident of Lincoln County and feel as though I could add needed value to this board with my knowledge of Lincolnton. I am also a 25 year seasoned RN serving Lincoln County through VIA Health Partners(Lincoln County hospice)
Interest/Skills/Areas of Expertise/Professional Organization/Activities	Registered Nurse, Hospice, Hesed House volunteer through church, Christian Ministries volunteer,
Current Employer	VIA Health Partners
Years in current position	9
Job Title	Registered Nurse/Account Manager

Employer Phone Number	980-297-9430
Duties	Present hospice to potential patients at Atrium Lincoln. Market hospice services to Skilled nursing facilities, assisted livings, and physician practices in Lincolnton
Other employment history	Atrium Health Lincoln, Lincoln County Health Department

It is the City Council's goal to maintain a balance of membership on its Boards/Commissions/Committees based on race, gender and Council Ward residency.

Council Ward No.	Ward 2
Gender	Female
Ethnic Origin	White
Generally, the Council desires to broaden participation on Boards /Commissions /Committees for as much citizen involvement as possible; therefore, a goal is to limit appointees to no more than 1 Board/Commission/Committe e. Therefore, please list any other Board/Commission/Committe e on which you currently serve in the box below:	N/A

Affirmation of Eligibility:
Has any formal charge of professional misconduct, criminal misdemeanor or felony ever been filed against you in any jurisdiction?

Yes or No	No
If yes, please explain disposition	*Field not completed.*

Is there any conflict of interest or other matter that would create problems or prevent you from fairly and impartially discharging your duties as a appointee of the City Council?

Yes or No	No
If yes, please explain	*Field not completed.*

I understand this application is public record and I certify that the facts contained in this application are true and correct to the best of my knowledge. I authorize and

consent to background checks and to the investigation and verification of all statements contained herein as deemed appropriate. I further authorize all information concerning my qualifications to be investigated and release all parties from all liability for any damages that may result from this investigation. I understand and agree that any misstatement may be cause for my removal from any Board/Commission/ Committee. I understand regular attendance to any Board/Commission/Committee is important and, accordingly, I further understand that if my attendance is less then the standards established for any such body that this is cause for removal. Lacking any written standards for attendance by any Board/Commission/Committee it is expected that I will attend at least 75% of all meetings during any one calendar year to maintain my seat on any Board/Commission/Committee to which I may be appointed. This form will remain on file in the Office of the City Clerk and requests for updates will be sought prior to any consideration for reappointment (or future appointment) to any Board/Commission/Committee.

Signature	Allison Thompson
Date	11/8/24

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Daphne Ingram <dingram@lincolntonnc.org>

Online Form Submittal: Boards and Commissions Application

noreply@civicplus.com <noreply@civicplus.com> Sun, Oct 13, 2024 at 10:49 PM
To: dingram@lincolntonnc.org, rhaynes@lincolntonnc.org

Boards and Commissions Application

Application for Boards/Commissions/Committees

Please complete each section

First Name	Taylor
Last Name	Eaddy
Date of Birth	6/5/1981
Home Street Address	222 E Carter St
Home City	Lincolnton
Home Zip Code	28092
Home Phone	*Field not completed.*
Cell Phone	919-360-1552
Email Address	tayloreaddy@gmail.com
Board/Commission/Committee Applying For:	Lincolnton Tourism Development Authority
Why are you interested in serving on this Board/Commission/Committee?	As a lifelong resident of Lincolnton, I understand its unique charm while also seeing its potential. I am passionate about helping it grow in a way that preserves its character while attracting new visitors. Serving on the LTDA would allow me to actively support the community I deeply care for by promoting events and initiatives that highlight our town's strengths. I firmly believe that promoting our local businesses and rich history is essential for fostering sustainable growth and building a vibrant local economy. My personal and professional experiences have equipped me with a unique lens that I believe will allow me to bring fresh ideas and a collaborative spirit to this board, helping to enhance our town's appeal. I'm excited about the opportunity to help make Lincolnton an even more dynamic destination for businesses and visitors alike.
Interest/Skills/Areas of Expertise/Professional	City related activities: Young Adult Steering Committee, Apple Drop, Downtown Meetup

Organization/Activities	Volunteer activities/organizations: Apple Festival, Alive After Five, Food Wine and Beer Fest, Speak Up for Children Skills/Areas of expertise: High level organizational skills, building relationships, streamlining processes and procedures Professional Organizations: ASHA, NCSHLA
Current Employer	Atrium Health at Home
Years in current position	1
Job Title	Clinical Operations Manager
Employer Phone Number	704-487-5225
Duties	-Hiring, orientation and training/supervision of clinical team -Oversees clinical documentation process for electronic medical record standardization and procedure implementation -Oversees supervision and regulatory compliance for field clinicians -Analyzes data to identify trends or barriers to the branch's financial and operational success and develop, implement, and maintain processes and procedures based on this data to meet quality and service goals
Other employment history	Atrium Health at Home- Speech Language Pathologist: 5 years

It is the City Council's goal to maintain a balance of membership on its Boards/Commissions/Committees based on race, gender and Council Ward residency.

Council Ward No.	Ward 3
Gender	Female
Ethnic Origin	White
Generally, the Council desires to broaden participation on Boards /Commissions /Committees for as much citizen involvement as possible; therefore, a goal is to limit appointees to no more than 1 Board/Commission/Committe e. Therefore, please list any other Board/Commission/Committe e on which you currently serve in the box below:	Young Adult Steering Committee

Affirmation of Eligibility:
Has any formal charge of professional misconduct, criminal misdemeanor or felony ever been filed against you in any jurisdiction?

Yes or No	No
If yes, please explain disposition	*Field not completed.*

Is there any conflict of interest or other matter that would create problems or prevent you from fairly and impartially discharging your duties as a appointee of the City Council?

Yes or No	No
If yes, please explain	*Field not completed.*

I understand this application is public record and I certify that the facts contained in this application are true and correct to the best of my knowledge. I authorize and consent to background checks and to the investigation and verification of all statements contained herein as deemed appropriate. I further authorize all information concerning my qualifications to be investigated and release all parties from all liability for any damages that may result from this investigation. I understand and agree that any misstatement may be cause for my removal from any Board/Commission/ Committee. I understand regular attendance to any Board/Commission/Committee is important and, accordingly, I further understand that if my attendance is less then the standards established for any such body that this is cause for removal. Lacking any written standards for attendance by any Board/Commission/Committee it is expected that I will attend at least 75% of all meetings during any one calendar year to maintain my seat on any Board/Commission/Committee to which I may be appointed. This form will remain on file in the Office of the City Clerk and requests for updates will be sought prior to any consideration for reappointment (or future appointment) to any Board/Commission/Committee.

Signature	L. Taylor Eaddy
Date	10/13/2024

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Daphne Ingram <dingram@lincolntonnc.org>

Online Form Submittal: Boards and Commissions Application

noreply@civicplus.com <noreply@civicplus.com> Wed, Nov 13, 2024 at 5:56 PM
To: dingram@lincolntonnc.org, rhaynes@lincolntonnc.org

Boards and Commissions Application

Application for Boards/Commissions/Committees

Please complete each section

First Name	Tom
Last Name	Flohr
Date of Birth	3/27/1957
Home Street Address	415 E Sumner St
Home City	Lincolnton
Home Zip Code	28092
Home Phone	*Field not completed.*
Cell Phone	7049687143
Email Address	tridenttrikes@gmail.com
Board/Commission/Committee Applying For:	Lincolnton Tourism Development Authority
Why are you interested in serving on this Board/Commission/Committee?	Building an Air BNB and just interested in general in the progress of the city
Interest/Skills/Areas of Expertise/Professional Organization/Activities	Have been previously involved in many city events- also ran for City Council a few years ago
Current Employer	Trident Trikes
Years in current position	17
Job Title	Owner
Employer Phone Number	704-240-3999
Duties	Everything

Other employment history	*Field not completed.*

It is the City Council's goal to maintain a balance of membership on its Boards/Commissions/Committees based on race, gender and Council Ward residency.

Council Ward No.	Ward 3
Gender	Male
Ethnic Origin	White
Generally, the Council desires to broaden participation on Boards /Commissions /Committees for as much citizen involvement as possible; therefore, a goal is to limit appointees to no more than 1 Board/Commission/Committe e. Therefore, please list any other Board/Commission/Committe e on which you currently serve in the box below:	*Field not completed.*

Affirmation of Eligibility:
Has any formal charge of professional misconduct, criminal misdemeanor or felony ever been filed against you in any jurisdiction?

Yes or No	No
If yes, please explain disposition	*Field not completed.*

Is there any conflict of interest or other matter that would create problems or prevent you from fairly and impartially discharging your duties as a appointee of the City Council?

Yes or No	No
If yes, please explain	*Field not completed.*

I understand this application is public record and I certify that the facts contained in this application are true and correct to the best of my knowledge. I authorize and consent to background checks and to the investigation and verification of all statements contained herein as deemed appropriate. I further authorize all information concerning my qualifications to be investigated and release all parties from all liability for any damages that may result from this investigation. I understand and agree that any misstatement may be cause for my removal from any

Board/Commission/ Committee. I understand regular attendance to any Board/Commission/Committee is important and, accordingly, I further understand that if my attendance is less then the standards established for any such body that this is cause for removal. Lacking any written standards for attendance by any Board/Commission/Committee it is expected that I will attend at least 75% of all meetings during any one calendar year to maintain my seat on any Board/Commission/Committee to which I may be appointed. This form will remain on file in the Office of the City Clerk and requests for updates will be sought prior to any consideration for reappointment (or future appointment) to any Board/Commission/Committee.

Signature	Tom Flohr
Date	11/13/24

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Daphne Ingram <dingram@lincolntonnc.org>

Online Form Submittal: Boards and Commissions Application

noreply@civicplus.com <noreply@civicplus.com>
To: dingram@lincolntonnc.org, rhaynes@lincolntonnc.org

Tue, Aug 13, 2024 at 10:08 PM

Boards and Commissions Application

Application for Boards/Commissions/Committees

Please complete each section

First Name	Courtney
Last Name	Browning
Date of Birth	3/8/1991
Home Street Address	412 East Dixon St
Home City	Lincolnton
Home Zip Code	28092
Home Phone	*Field not completed.*
Cell Phone	*Field not completed.*
Email Address	courtannstump@gmail.com
Board/Commission/Committee Applying For:	Lincolnton Tourism Development Authority
Why are you interested in serving on this Board/Commission/Committee?	Owning short-term rental properties in Lincolnton, NC, has given me a deep appreciation for the city's unique charm and potential as a tourist destination. My involvement in managing these properties has provided me with firsthand insights into what attracts visitors to the area, as well as the challenges they face during their stay. Being on the tourism board would allow me to contribute these perspectives, helping to shape initiatives that enhance the visitor experience, boost local tourism, and ultimately support the growth of Lincolnton as a vibrant, welcoming community.
Interest/Skills/Areas of Expertise/Professional Organization/Activities	As a physician assistant in aesthetic medicine and a faculty trainer for an aesthetic consulting company, I have gained a deep understanding of the importance of effective marketing and the challenges that come with promoting a business in a competitive environment. Additionally, as the owner of short- and long-term rental properties in Lincoln County, I have a

	vested interest in the success of our local tourism industry. Managing my own business has also honed my abilities in budgeting and bookkeeping, allowing me to bring a well-rounded, practical perspective to the tourism board. My passion for this community and commitment to seeing it thrive makes me eager to contribute to its growth as a member of the tourism board.
Current Employer	Vitality Anti-Aging Center
Years in current position	2
Job Title	Physician Assistant
Employer Phone Number	*Field not completed.*
Duties	*Field not completed.*
Other employment history	*Field not completed.*

It is the City Council's goal to maintain a balance of membership on its Boards/Commissions/Committees based on race, gender and Council Ward residency.

Council Ward No.	Ward 3
Gender	*Field not completed.*
Ethnic Origin	*Field not completed.*
Generally, the Council desires to broaden participation on Boards /Commissions /Committees for as much citizen involvement as possible; therefore, a goal is to limit appointees to no more than 1 Board/Commission/Committe e. Therefore, please list any other Board/Commission/Committe e on which you currently serve in the box below:	*Field not completed.*

Affirmation of Eligibility:
Has any formal charge of professional misconduct, criminal misdemeanor or felony ever been filed against you in any jurisdiction?

Yes or No	No
If yes, please explain disposition	*Field not completed.*

Is there any conflict of interest or other matter that would create problems or prevent you from fairly and impartially discharging your duties as a appointee of the City Council?

Yes or No	No
If yes, please explain	*Field not completed.*

I understand this application is public record and I certify that the facts contained in this application are true and correct to the best of my knowledge. I authorize and consent to background checks and to the investigation and verification of all statements contained herein as deemed appropriate. I further authorize all information concerning my qualifications to be investigated and release all parties from all liability for any damages that may result from this investigation. I understand and agree that any misstatement may be cause for my removal from any Board/Commission/ Committee. I understand regular attendance to any Board/Commission/Committee is important and, accordingly, I further understand that if my attendance is less then the standards established for any such body that this is cause for removal. Lacking any written standards for attendance by any Board/Commission/Committee it is expected that I will attend at least 75% of all meetings during any one calendar year to maintain my seat on any Board/Commission/Committee to which I may be appointed. This form will remain on file in the Office of the City Clerk and requests for updates will be sought prior to any consideration for reappointment (or future appointment) to any Board/Commission/Committee.

Signature	Courtney Browning
Date	8/13/24

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Daphne Ingram <dingram@lincolntonnc.org>

Online Form Submittal: Boards and Commissions Application

1 message

noreply@civicplus.com <noreply@civicplus.com> Thu, Nov 14, 2024 at 6:59 PM
To: dingram@lincolntonnc.org, rhaynes@lincolntonnc.org

Boards and Commissions Application

Application for Boards/Commissions/Committees

Please complete each section

First Name	Randy
Last Name	Manshack
Date of Birth	8/21/1959
Home Street Address	102 Wellons Street
Home City	Lincolnton
Home Zip Code	28092
Home Phone	516 319-6435
Cell Phone	*Field not completed.*
Email Address	bmanshack@aol.com
Board/Commission/Committee Applying For:	Planning Board
Why are you interested in serving on this Board/Commission/Committee?	I'm interested in serving on the Lincolnton Planning Board to provide an objective opinion and voice regarding business, industrial, and residential development. The future of Lincolnton will rely on the decisions that are made today, and I wish to be an active participant in these decisions.
Interest/Skills/Areas of Expertise/Professional Organization/Activities	Thoroughbred Racing Fishing Familiar with and routinely use Microsoft Office programs Bachelor of Science Degree from Western Carolina University Bachelor of Arts Degree in Accounting from Queens University Maintain unescorted nuclear access
Current Employer	Duke Energy

Years in current position	1.5
Job Title	Lead Nuclear Security Specialist, Nuclear Protective Services, Duke Energy Corporate
Employer Phone Number	704 471-5369
Duties	As a Lead Nuclear Security Specialist with Duke Energy, I'm involved in a wide range of activities that support the function of Nuclear Protective Services' corporate leadership group. Functions include, but are not limited to, tracking and producing key performance indicator reports, log keeper for the Emergency Operations Facility, tracking performance trends, operational analysis, consulting activities with the Fatigue Management program, inspection preparation (both regulatory and internal,) and incident investigation. These tasks, as well as those not detalled, support the safe production of energy through compliance with a variety of regulations, including 10CFR 73.55 and 10CFR 26 I (India.) Other positions at Duke Energy—Nuclear Fleet Fatigue Rule Compliance Specialist, Senior Nuclear Security Specialist, Security Shift Lieutenant, and Alarm Station Operator.
Other employment history	Buttonwood Farm, Rhinebeck, New York. Business Manager, Assistant Farm Manager, Training Division Foreman for a leading thoroughbred breeding and racing farm. JCE Racing, Canandaigua, New York and Grantville, Pennsylvania. Assistant Trainer with an established multi-location thoroughbred racing stable.

It is the City Council's goal to maintain a balance of membership on its Boards/Commissions/Committees based on race, gender and Council Ward residency.

Council Ward No.	Ward 2
Gender	Male
Ethnic Origin	White
Generally, the Council desires to broaden participation on Boards /Commissions /Committees for as much citizen involvement as possible; therefore, a goal is to limit appointees to no more than 1 Board/Commission/Committe e. Therefore, please list any other Board/Commission/Committe	none

e on which you currently serve in the box below:

Affirmation of Eligibility:

Has any formal charge of professional misconduct, criminal misdemeanor or felony ever been filed against you in any jurisdiction?

Yes or No	No
If yes, please explain disposition	*Field not completed.*

Is there any conflict of interest or other matter that would create problems or prevent you from fairly and impartially discharging your duties as a appointee of the City Council?

Yes or No	No
If yes, please explain	*Field not completed.*

I understand this application is public record and I certify that the facts contained in this application are true and correct to the best of my knowledge. I authorize and consent to background checks and to the investigation and verification of all statements contained herein as deemed appropriate. I further authorize all information concerning my qualifications to be investigated and release all parties from all liability for any damages that may result from this investigation. I understand and agree that any misstatement may be cause for my removal from any Board/Commission/ Committee. I understand regular attendance to any Board/Commission/Committee is important and, accordingly, I further understand that if my attendance is less then the standards established for any such body that this is cause for removal. Lacking any written standards for attendance by any Board/Commission/Committee it is expected that I will attend at least 75% of all meetings during any one calendar year to maintain my seat on any Board/Commission/Committee to which I may be appointed. This form will remain on file in the Office of the City Clerk and requests for updates will be sought prior to any consideration for reappointment (or future appointment) to any Board/Commission/Committee.

Signature	Randy Manshack
Date	11/14/2024

Email not displaying correctly? View it in your browser.

Daphne Ingram <dingram@lincolntonnc.org>

Online Form Submittal: Boards and Commissions Application

1 message

noreply@civicplus.com <noreply@civicplus.com> Mon, Oct 14, 2024 at 1:43 PM
To: dingram@lincolntonnc.org, rhaynes@lincolntonnc.org

Boards and Commissions Application

Application for Boards/Commissions/Committees

Please complete each section

First Name	Lee
Last Name	Huss
Date of Birth	11/9/1994
Home Street Address	605 N Laurel St
Home City	Lincolnton
Home Zip Code	28092
Home Phone	*Field not completed.*
Cell Phone	*Field not completed.*
Email Address	lee@gillelandrealty.com
Board/Commission/Committee Applying For:	Planning Board
Why are you interested in serving on this Board/Commission/Committee?	I am eager to join the planning board for the City of Lincolnton to actively contribute to the community's growth and development. My passion for urban planning and commitment to enhancing the quality of life for residents drive my desire to participate in shaping our city's future. I believe that thoughtful planning can foster sustainable development, improve infrastructure, and create vibrant public spaces. By collaborating with fellow board members and community stakeholders, I aim to ensure that Lincolnton remains a welcoming and thriving place for all its residents.
Interest/Skills/Areas of Expertise/Professional Organization/Activities	My experience in real estate equips me with a strong understanding of market trends and community needs, allowing for informed decision-making in development projects. Additionally, my building background provides insight into

	construction processes, ensuring that plans are not only visionary but also practical and sustainable.
Current Employer	Gilleland Realty
Years in current position	1.5
Job Title	Real Estate
Employer Phone Number	*Field not completed.*
Duties	*Field not completed.*
Other employment history	*Field not completed.*

It is the City Council's goal to maintain a balance of membership on its Boards/Commissions/Committees based on race, gender and Council Ward residency.

Council Ward No.	Ward 3
Gender	Male
Ethnic Origin	White
Generally, the Council desires to broaden participation on Boards /Commissions /Committees for as much citizen involvement as possible; therefore, a goal is to limit appointees to no more than 1 Board/Commission/Committe e. Therefore, please list any other Board/Commission/Committe e on which you currently serve in the box below:	*Field not completed.*

Affirmation of Eligibility:
Has any formal charge of professional misconduct, criminal misdemeanor or felony ever been filed against you in any jurisdiction?

Yes or No	No
If yes, please explain disposition	*Field not completed.*

Is there any conflict of interest or other matter that would create problems or prevent you from fairly and impartially discharging your duties as a appointee of the City Council?

Yes or No	No
If yes, please explain	*Field not completed.*

I understand this application is public record and I certify that the facts contained in this application are true and correct to the best of my knowledge. I authorize and consent to background checks and to the investigation and verification of all statements contained herein as deemed appropriate. I further authorize all information concerning my qualifications to be investigated and release all parties from all liability for any damages that may result from this investigation. I understand and agree that any misstatement may be cause for my removal from any Board/Commission/ Committee. I understand regular attendance to any Board/Commission/Committee is important and, accordingly, I further understand that if my attendance is less then the standards established for any such body that this is cause for removal. Lacking any written standards for attendance by any Board/Commission/Committee it is expected that I will attend at least 75% of all meetings during any one calendar year to maintain my seat on any Board/Commission/Committee to which I may be appointed. This form will remain on file in the Office of the City Clerk and requests for updates will be sought prior to any consideration for reappointment (or future appointment) to any Board/Commission/Committee.

Signature	Lee Huss
Date	10/14/2024

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LINCOLNTON
AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council

Date: December 5, 2024

From: Ritchie Haynes, City Manager

Subject: Consideration of Shared Services Contract between City of Lincolnton and Lincoln County

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Summary:

See Attached

Background:

Fiscal Impact:

Recommendation:

Approval

Attachments:

1. Agreement for Comm. Center (City of Lincolnton) v2

INTERLOCAL AGREEMENT BETWEEN LINCOLN COUNTY AND THE CITY OF LINCOLNTON FOR COMMUNICATIONS AND DISPATCHING SERVICES

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

W I T N E S S E T H

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. **Annual DCI Agreement.** The LCCC and the LPD shall enter into a DCI Servicing Agreement pursuant to State requirements, and annual auditing requirements. The standard agreement required to be entered into annually is attached hereto as Exhibit A.

4. **Payment for Services**. The City shall annually pay the County, on the 1st day of July of each year, the amounts set forward herein for all services provided hereunder. Beginning with Fiscal Year 2025, the City shall pay the County in the amount of Fifty-Five Thousand and 00/100 Dollars ($55,000.00). If this Agreement shall automatically renew pursuant to Section 6 herein, then the amount shall increase annually at a rate of Two and One-Half Percent (2.5%).

5. **Payment for PSAP User License.** The City shall be responsible for the payment of the license costs for all user licenses being used by the LPD. This payment shall be paid directly

to the vendor providing the services, unless the County is billed directly for all license agreements then the City shall be responsible for reimbursement to the County for payment of those license fees.

6. **Term of Agreement**. This Agreement shall be for a term of one (1) year ending on June 30, 2025, and shall automatically renew on an annual basis thereafter unless one party provides written notice of termination at least ninety (90) days before the automatic renewal of the Agreement.

7. **Miscellaneous Terms.**

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

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

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

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

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

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

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

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

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

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

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

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

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

SIGNATURES TO APPEAR ON FOLLOWING PAGE

CITY OF LINCOLNTON,
a North Carolina municipal corporation

BY: _____
Ed Hatley, Mayor

ATTEST:

(SEAL)

_____
Daphne Ingram, City Clerk

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

_____
John Friguglietti, Jr., City Attorney

STATE OF NORTH CAROLINA
COUNTY OF LINCOLN

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

Witness my hand and official seal this _____ day of _____, 2024.

(SEAL)

_____
Notary Public
My Commission Expires: _____

LINCOLN COUNTY,
a North Carolina body corporate and politic

BY: _____
Cathy G. Davis
Chair of the Board of Commissioners

ATTEST:

(SEAL)

_____
Jennifer M. Farmer, County Clerk

Approved as to form on behalf of Lincoln County.

_____
Megan H. Gilbert, County Attorney

STATE OF NORTH CAROLINA
COUNTY OF LINCOLN

I _____, a Notary Public, do hereby certify that **Jennifer M. Farmer** came before me this day and acknowledge that she is the County Clerk of Lincoln County, a North Carolina body corporate and politic, and that by authority duly given and as the act of the Board of Commissioners of Lincoln County, the foregoing instrument was signed in its name and by its Chair of the Board of Commissioners, sealed with its corporate seal and attested by her, its County Clerk.

Witness my hand and official seal this _____ day of _____, 2024.

(SEAL)

_____
Notary Public
My Commission Expires: _____

Lincolnton NC
Near the City. Near the Mountains. Near Perfect.

LINCOLNTON
AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council

Date: December 5, 2024

From: Ritchie Haynes, City Manager

Subject: Payment to DDA for Apple Drop Event/Supplies

Summary:

Background:

Fiscal Impact:

Recommendation:

Attachments:

None

Lincolnton NC
Near the City. Near the Mountains. Near Perfect.

LINCOLNTON
AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council

Date: December 5, 2024

From: Ritchie Haynes, City Manager

Subject: Manager Report/Activity Update

Summary:

Background:

Fiscal Impact:

Recommendation:

Attachments:

None