LINCOLNTON
AGENDA
September 3, 2026
6:30 PM

CALL TO ORDER

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

SPECIAL PRESENTATION

1. AGENDA APPROVALS

1a Approval of REGULAR AGENDA

1b Approval of CONSENT AGENDA

- **August 4, 2026 - Regular Meeting Minutes**
- **2026-2027 City of Lincolnton Fee Schedule - Revised Version**
- **Lincoln County Tax Dept. - Request for Release July 15, 2026 - August 15, 2026**
- **Proclamation — Patriot Day / National Day of Service and Remembrance**
- **Resolution - Approval of 2026 Sewer AIA Application for State Loan/Grant Assistance**
- **Resolution - Approval of 2026 Water AIA Application for State Loan/Grant Assistance**

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 ZMA-2-2026 Application from TC Lincolnton, LLC requesting the rezoning of the Town & Country Shopping Center from Planned Business (PB) District to the General Business District (GB). The subject property is located at 626-656 Center Drive (Parcel ID's: 93136, 93137, 00382 and 00406).

Jean Derby, Planning Director

2b ZTA-3-2026 Application from Ashley Workman Stoffa requesting an amendment to Section 153.113, Central Business District (C-B), of the Unified Development Ordinance to allow Funeral Homes as a permitted use.

Jean Derby, Planning Director

2c ANX-2-2026 Consideration of Annexation of contiguous property owned by Judy Jones and located on N. Aspen Street (Parcel ID 21600).

Jean Derby, Planning Director

3. PUBLIC HEARINGS

3a CZ-7-2026 – Request from Piedmont Companies to amend a site plan to include a vacant lot for a total of 7.324 acres in the Planned Residential District (PRD) to allow for a planned residential multifamily development consisting of 68 individually parceled units. The subject properties are located at 2350 and 1912 North Aspen Street (Parcel ID 21600, 53769, and 21599)

Jean Derby, Planning Director

3b ANX-3-2026 Consideration of Annexation of contiguous property owned by Judy Jones and located off Shell Street (Parcel ID 57290).

Jean Derby, Planning Director

3c Consider the adoption of a proposed one (1) year moratorium on the acceptance, processing, and approval of applications for data storage facilities within the City of Lincolnton, North Carolina. The purpose of the proposed moratorium is to allow the City to analyze and study the unique development, infrastructure, and environmental impacts of data centers and prepare and consider appropriate regulatory and policy changes to address those impacts. - Tabled from the August meeting.

Ashley Jones, Zoning Administrator

4. REGULAR AGENDA

4a Resolution of Directing the Clerk to Investigate an Annexation by Petition Received Under NCGS 160A-31 concerning property located at 916 Wilma Sigmon Road. - Deferred

4b Industrial Development Incentive Grant Program for New and Existing Industries

Cliff Brumfield

4c Lincoln Economic Development Association (LEDA) Update

Cliff Brumfield

4d BA-08-26 Consideration of Request to Approve Budget Amendment to the Annual Budget Ordinance for the Fiscal Year ending June 30, 2027

Pamela McBryde, Finance Director

5. REGULAR AGENDA

5a Consideration of Contract - Electric Metering Project between the City of Lincolnton and Lincolnton Housing Authority

Pamela McBryde, Finance Director

5b Resolution Authorizing the Surplus and Donation of Recreational Equipment

Nathan Eurey, Public Services Director

5c Consideration of Request to Appoint the Nominations for the 2026-2027 Student Advisory Council

Daphne Ingram, City Clerk

6. OTHER BUSINESS

6a Consideration of Request from the North Carolina Department of Transportation — Abandonment and Acceptance of S. Cedar Street

Ritchie Haynes, City Manager

6b Consideration of Request Extention of Naming Right for First Federal Park

Ritchie Haynes, City Manager

6c ADDED ITEM - Request to Approve Change Order for the Public Services Facility Project - Entrance/Parking lot

Scott Clark, Assistant City Manager

NEWS MEDIA

ADJOURNMENT

The Mayor and City Council met in regular session on Thursday, August 6, 2026 at 6:30 p.m. in the Council Chambers of City Hall located at 114 West Sycamore Street, Lincolnton North Carolina.

Mayor Ed Hatley opened the meeting with a moment of silence and led the Pledge of Allegiance.

Special Presentation — Order of the Longleaf Pine

Prior to proceeding with the agenda, Mayor Ed Hatley recognized Brent Turner, Manager of the City's Electrical Department, for a special presentation. Mayor Hatley spoke to Mr. Turner's lifelong record of public service, noting his prior career as a firefighter and public servant, his dedication to the community, and his genuine care for people. The Order of the Longleaf Pine — one of the highest honors bestowed by the Governor of North Carolina — was presented to Mr. Turner in recognition of his extraordinary contributions and long record of service to the City of Lincolnton and community.

Agenda Approvals

There was a last-minute addition to the agenda: a change order for work on North Laural Street, was added as Item 4d.

Motion to approve the amended regular agenda was by Council Member Roby Jetton. Members voted 4-0 in favor of the motion.

Motion to approve the consent agenda as presented was made by Council Member Jill Tipton. Members voted 4-0 in favor of the motion.

PUBLIC COMMENT

Two speakers were signed in. One speaker deferred his comments to the September meeting, as the item pertaining to his property (172 Shell Street) was being continued to the following month.

Mr. Alan Hoyle addressed the Mayor and Council. He encouraged the governing body to study the Declaration of Independence and the Constitution and urged grounding local governance in foundational principles. He also raised a concern about the city's ordinances regulating yard sales and flea market activity on private property, questioning whether that level of regulation into personal property was appropriate. He further urged Council members to be well-versed in holy scripture, the Declaration of Independence, and the Constitution when confronting complex issues facing the city and nation.

PUBLIC HEARING

CZ-7-2026
Request from Piedmont Companies

Planning Director Jean Derby advised that this case has been deferred pending the potential relinquishment of the Extraterritorial Jurisdiction (ETJ). The annexation process must be completed before the case can be heard. The matter was referred to the August 18, 2026 Planning Board meeting and the September 3, 2026 City Council meeting. No action was taken.

Consider the adoption of a proposed one (1) year moratorium on the acceptance, processing, and approval of applications for data storage facilities within the City of Lincolnton, North Carolina

Zoning Administrator Ashley Jones presented a staff report recommending that Council adopt an ordinance imposing a one-year moratorium on the acceptance, processing, and approval of applications for data centers, data processing facilities, cryptocurrency mining operations, and other associated uses within the City's jurisdiction.

Staff explained that a moratorium is not a permanent "no" but a temporary pause to allow the City time to research the impacts of data centers, develop appropriate regulatory recommendations, and foster public input. The planning department noted that the City's current ordinance does not expressly permit data centers, meaning a developer could propose their own text amendment to allow the use. Staff emphasized that more than 40 North Carolina jurisdictions have already approved data center moratoria, and that as of July 1st, 15 states are considering statewide moratoria. Key regulatory concerns identified by staff included setbacks, water use and closed-loop cooling systems, sewer discharge and chemical management, noise and lighting impacts, generator use and scale, environmental impacts, and emergency preparedness. Staff also outlined that the planning department has only three employees with limited zoning experience and would need consultant assistance or additional resources to complete the research within a shorter timeframe.

The Mayor expressed support for bringing in an outside consultant familiar with the subject and questioned whether the 12-month timeframe could be shortened to 3 or 6 months. He also voiced concern about data centers that rely on temporary diesel generators for power, stating he would not want to impose that burden on any neighborhood. He noted that much of the publicly available information about data centers contains both fact and "propaganda," and that the city needs expert guidance to separate the two.

The City Manager affirmed the significant economic potential of data centers, referencing the Apple facility in Maiden, NC, whose tax valuation alone exceeds that of the entire City of Lincolnton. He noted the transformative tax revenue possibilities for smaller municipalities but agreed that getting the regulatory framework right is essential. He referenced a prior visit to the Microsoft data center in Conover, and a conversation with the Mount Pleasant, Wisconsin city planner, whose community is projected to receive approximately $75 million in annual revenue from 13 Microsoft data centers on

1,000 acres. He suggested a future workshop would be valuable to get Council and staff educated by experts rather than relying on media or YouTube.

Council members expressed a shared reluctance to impose a blanket one-year moratorium without more information, while also acknowledging that any future application would still require a Council vote regardless of whether a moratorium was enacted. Several members expressed interest in contacting nearby communities — particularly Kings Mountain and Statesville — that have recently navigated the same issue, and in engaging a consultant to accelerate the development of appropriate regulations. Council members also noted that Staff had already been proactively collecting information and model text amendments from other jurisdictions.

Mayor Hatley opened the floor for members of the public to speak to this item. Mark Frederick, a land use attorney from Parker Poe in Raleigh, appeared on behalf of Arthur Baker and Heathcote Capital. He requested that Council vote against the moratorium, stating that his clients have a specific, non-speculative data center project proposed at 232 Carr Farm Road, with site control, a committed power provider, and a draft text amendment already submitted to staff. He described the project as representing approximately $600 million in private investment and an estimated $2.2 million in annual tax revenue — roughly equivalent to the budget shortfall that nearly forced the elimination of 21 full-time positions in the current budget year. He argued that rejecting the moratorium would not approve the project but would allow the planning process to move forward, providing the City with a real-world case study with enforceable conditions. He cautioned that a one-year — or even six-month — delay would likely cause the developer to seek another site.

Alan Hoyle returned to caution Council about the secrecy often surrounding large development deals and expressed concern about placing excessive trust in developers with significant financial interests. He also raised questions about emergency preparedness, water quality risks from closed-loop chemicals, potential generator noise, and the long-term health and environmental impacts of data centers, drawing comparisons to the Camp Lejeune water contamination situation.

The public hearing was closed. Council deliberated and agreed that a one-month deferral — rather than adoption of the moratorium — was the appropriate course of action, allowing staff and the City Manager time to gather more information, consult with other municipalities, identify potential consultants, and potentially schedule a workshop for Council education. It was noted that even without a moratorium, the Council retains authority to vote on any future application.

Council Member Jill Tipton made a motion to close the Public Hearing. Members voted 4-0 in favor of the motion.

Council Member Kevin Demeny made a motion to defer consideration of the proposed one-year data center moratorium to the September 2026 City Council meeting. The motion carried 3–1 with Council Member Jetton voting against the motion.

Consider a resolution/ordinance to relinquish the Extraterritorial Jurisdiction (ETJ) planning, zoning, and development regulation authority

Planning Director Jean Derby presented the recommendation to relinquish the City's ETJ planning, zoning, and development regulation authority back to Lincoln County. She explained that the ETJ, established in 1990 when the City adopted its zoning ordinance, extends approximately one mile beyond city limits. At the time of its creation, the county had no zoning ordinance of its own, making City oversight necessary. However, Lincoln County adopted a comprehensive zoning ordinance in 2009, rendering the ETJ redundant in most respects.

Staff noted that residents within the ETJ are subject to City zoning regulations without direct representation on City Council — a situation the Mayor characterized as fundamentally unfair. Currently, one ETJ representative sits on the Planning Board, but the ETJ generates only permit fee revenue for the City, not property tax revenue. Returning authority to the county would allow future development interests within that area to pursue annexation into the city if desired, at which point the City would capture property tax revenue as well.

The statement of consistency and reasonableness provided that the relinquishment aligns with the City's long-range growth strategy, recognizes the county's ability to manage its own unified development policies, and simplifies the permitting process for property owners. Lincoln County has been informed and is coordinating a community meeting and notification process for affected property owners.

The Planning Board voted unanimously to recommend approval.

Mayor Hatley opened the floor for members of the public to speak to this item. Alan Hoyle stated he agreed with the relinquishment, noting that the decision should ultimately rest with the citizens in the affected areas.

Motion to close the public hearing was made by Council Member Mark Johnson. The motion carried, as members voted 4-0 in favor of the motion.

Motion to approve with Planning Board recommendations — encompassing the resolution to relinquish the ETJ, the zoning map amendment to remove the ETJ from the planning jurisdiction, the statement of consistency and reasonableness, and the amendment to the future land use map and land use plan — was made by Council Member Mark Johnson. Members voted 4-0 in favor of the motion.

Following the ETJ relinquishment, Planning Director Derby presented the associated zoning text amendment necessary to remove all ETJ references from the City's ordinance. Key changes included removing ETJ-specific language from several chapters, deleting two chapters pertaining exclusively to ETJ administration, and modifying planning board membership provisions. Staff proposed retaining the existing

seven-member planning board structure, with all seats to be filled by City of Lincolnton residents going forward. Additionally, the text amendment addressed the R-25 zoning district, which contains approximately 41 parcels within city limits. Staff proposed replacing the current agricultural use definition — which permits livestock — with a "limited agricultural uses" designation allowing small-scale keeping of plants, poultry, bees, fruits, and trees consistent with the City's existing fowl-at-large ordinance. The Planning Board voted unanimously to recommend approval.

Motion to approve the zoning text amendment with Planning Board recommendations, including the statement of consistency for approval, was made by Council Member Kevin Demeny. The motion carried as members voted 4-0 in favor of the motion.

TIP-1-2026
An application from Wayne Brooks to utilize the Targeted Incentive Program for a new restaurant at 121 East Main Street

Planning Director Derby presented an application from Wayne Brooks under the City's Targeted Incentive Program (TIP), which is designed to attract restaurants to the downtown area. The subject space at 121 East Main Street — formerly Bloom Market — would be renovated to include a full commercial kitchen, up-to-date electrical and lighting, new HVAC, and updated cabinetry and countertops. The estimated investment ranges from $175,000 to $177,000, with an anticipated completion date of six months.

Under the TIP, a property owner investing at least $150,000 in eligible restaurant improvements is eligible for a $50,000 forgivable loan funded by the City's electric fund. The loan is secured by a lien on the property and is forgiven upon successful operation of the restaurant for five years. Staff confirmed the applicant meets all program requirements.

The applicant, Patricia ("Patty") Neal, owner of Sunshine Kitchen, presented her concept to the Council. Ms. Neal described her mission as a health-conscious food business offering prepared gluten-free meals, fresh juices, herbal beverages, smoothies, and nutritious snacks using whole, natural ingredients without artificial additives or sweeteners. The concept is designed as both a meal-prep and grab-and-go service, as well as a comfortable gathering space where patrons can sit, work, and connect. Ms. Neal noted that she already operates an existing meal prep business and supplies meals to gyms throughout the Piedmont area. Current meal pricing ranges from approximately $10 to $13 per meal. She also cited national trends showing rapid growth in the non-alcoholic beverage market as further support for the business model.

No members of the public signed up to speak.

Motion to approve the Targeted Incentive Program grant application for TIP-1-2026 was made by Council Member Kevin Demeny. Members voted 4-0 in favor of the motion.

ANX-1-2026
Consideration of Annexation of contiguous property owned by Five Fingers LLC and located at East Main Street

Planning Director Derby presented the petition for voluntary annexation of five contiguous parcels (Tax Parcel IDs 28155, 70621, 57013, and 26949) totaling approximately 5.589 acres owned by Five Fingers LLC, located on East Main Street near the intersection of NC-27 and NC-115. The property lies within the former ETJ. Staff confirmed that the statutory requirements for contiguity have been met, the petition has been signed by the property owners, and the annexation is consistent with the City's adopted comprehensive land use plan designation for commercial transition.

The applicant's purpose in seeking annexation is to connect to municipal water and sanitary sewer. City services to be extended include police and fire protection (the property is already within Lincoln Fire Department Station 2's service area) and water and sewer. Solid waste would be served by a private provider, and street maintenance would remain with NCDOT. Staff projected that following development — based on comparable Sheets convenience store locations in other jurisdictions, revenues could reach approximately $2.9 million, generating approximately $15,000 annually in property taxes and an additional $10,000 in water and sewer revenue. One-time upfront revenue from permits, system development fees, and connection fees was estimated at approximately $8,500.

No members of the public signed up to speak.

Motion to close the public hearing was made by Council Member Jill Tipton. The motion carried with members voting 4-0 in favor of the motion.

Council Member Jill Tipton made a motion to approve the ordinance extending the corporate limits of the City of Lincolnton to include the Five Fingers LLC parcels, with an effective date of August 6, 2026. The motion carried with members voting 4-0 in favor of the motion.

REGULAR AGENDA

Consideration of Resolution of Directing the Clerk to Investigate an Annexation by Petition Received Under NCGS 160A-31 concerning property located on N. Aspen Street (Parcel ID 21600)

Planning Director Derby presented the petition for voluntary annexation of approximately 6.02 acres located at 2350 North Aspen Street, owned by Judy Jones. Staff confirmed the parcel is contiguous to the city limits and is located within the Lincolnton Fire District, qualifying for a shortened public hearing process. A public hearing date of September 3, 2026 was recommended, with required 10-day advance notice.

Motion to adopt the resolution directing the City Clerk to investigate the petition and schedule a public hearing for September 3, 2026 was made by Council Member Roby Jetton. The motion carried with members voting 4-0 in favor of the motion.

Consideration of Resolution of Directing the Clerk to Investigate an Annexation by Petition Received Under NCGS 160A-31 concerning property located Off Shell Street (Parcel ID 57290)

Planning Director Derby presented the petition for voluntary annexation of a second parcel owned by Judy Jones, located off Shell Street, consisting of approximately 11.405 acres. The parcel is contiguous and located within the Lincolnton Fire District. A public hearing date of September 3, 2026 was recommended.

Motion to adopt the resolution directing the City Clerk to investigate the petition and schedule a public hearing for September 3, 2026 was made by Council Member Kevin Demeny . The motion carried with members voting 4-0 in favor of the motion.

Consideration to Approve Playground and Outdoor Fitness Equipment Purchase and Installation for City Park

Public Services Director Nathan Eurey presented a request for approval to purchase and install playground and outdoor fitness equipment at City Park. He explained that the equipment was intentionally separated from the primary construction contract awarded to JD Goodrum in order to allow the City to select high-quality, specific systems best suited to the needs of residents. The selected equipment reflects a water theme — consistent with the site's history as a former water treatment plant — through the use of color.

The package includes playground equipment, a swing set, outdoor fitness equipment, surfacing for both areas (synthetic turf consistent with what was installed at Highland Drive Park), and installation. Shade structures are incorporated throughout, informed by lessons learned from the splash pad installation. The total cost, including tax and shipping, is $347,777.79. With an approximately 10-week lead time, an order placed by the following Monday would result in a ship date of approximately October 29, aligning with the planned November installation window in JD Goodrum's construction schedule.

Council members inquired about ADA-accessible swing options and were advised that the swing configuration meets ADA guidelines and can include a fully supportive ADA swing consistent with those at other City parks. Council also asked about long-term maintenance costs; staff indicated that the synthetic turf surface eliminates the need for periodic mulch replenishment and that equipment is sourced from PlayWorld, consistent with other City playground installations, simplifying future parts and service. The

purchase falls within the City Park project budget, as the primary construction bid came in below the original estimate.

Council Member Mark Johnson made a motion to approve the purchase and installation of playground and outdoor fitness equipment at City Park in the amount of $347,777.79. Members voted 4-0 in favor of the motion.

Change Order – North Laurel Street Culvert Project

(Added to the agenda at the start of the meeting.)

City staff presented a change order request related to the North Laurel Street culvert replacement project, which was initiated in July with a projected duration of three to four weeks. Upon removal of the old piping infrastructure, the existing backfill material was found to contain a significant volume of organics — including topsoil, compost-type material, and compacted leaves — that are unsuitable for re-compaction. Using the existing material would create a risk of future road settling.

The change order addresses two items: (1) hauling away approximately 600 cubic yards of unsuitable material and importing approximately 800 cubic yards of select compactable clay fill, and (2) extending the asphalt replacement to encompass approximately 120 square yards of additional pavement adjacent to a manhole where repeated settling and cold-patch repairs have been necessary. A second option explored the use of fill material from the City Park project, but it was determined that material had already been committed to other uses.

The total change order submitted by the contractor is $54,988.00. With a remaining project contingency of $12,308.50, the net additional appropriation required is $42,679.50. The City Manager supported proceeding, noting that the area is planned for full repaving within approximately one year and that resolving the compaction issue now is prudent.

Council Member Mark Johnson made a motion to approve the change order for the North Laurel Street culvert project, Option 1, in the additional amount of $42,679.50 above the existing contingency. Members voted 4-0 in favor of the motion.

Consideration of Request to Approve a Service Contract and Enrollment System Contract with Pierce Group Benefits

Human Resources Director Tanya Osborne presented a request to approve two updated contracts with Pierce Group Benefits, the City's broker for voluntary employee benefits. The City has maintained a relationship with Pierce Group Benefits for several years across 14 voluntary benefit products, including Colonial products, Delta Dental, and Community Eye Care. The enrollment system utilized since approximately 2016 to track employee and dependent elections is also managed through this relationship.

The primary changes in the updated contracts are: (1) the elimination of the $2.00 per-employee per-month enrollment system fee, which will be absorbed by the broker through vendor commissions, resulting in an estimated savings of approximately $4,200 annually; and (2) a reduction in contract term from five years to three years. Both contracts were reviewed by City attorneys. No changes to the voluntary benefit products or providers are proposed.

Motion to approve the Service Contract and Enrollment System Contract with Pierce Group Benefits was made by Council Member Jill Tipton. The motion carried with members voting 4-0 in favor of the motion.

Request to Adopt Administrative Policy #29 - Internal Control Policy: ARP/CSLFRF Award

Finance Director Pamela McBryde presented a request to adopt Administrative Policy #29, an Internal Control Policy required for compliance with ARPA (American Rescue Plan Act) funding oversight requirements. The Finance Director was notified on Tuesday of the need to update the City's internal control documentation to satisfy requirements from the North Carolina Department of Environmental Quality, which administers ARPA funds at the state level.

The policy was modeled on a template recommended by the UNC School of Government and the North Carolina Department of State Treasurer, customized to reflect Lincolnton's existing internal control practices — including communications, segregation of duties, documentation procedures, and bank reconciliations. The policy also formally documents that the Finance Director oversees grants and funding and is accountable to the City Manager and City Council.

Motion to approve Administrative Policy #29 – Internal Control Policy: ARP/CSLFRF Award was made by Council Member RobyJetton. The motion carried with members voting 4-0 in favor of the motion.

NEWS MEDIA

Mr. Mike Powell, a Lincoln Times News representative, asked about the City Park project, specifically regarding youth entertainment amenities. The City Manager described additional planned features including a pump track, two multipurpose athletic fields suitable for soccer and flag football, a shelter designed to function as an amphitheater for concerts and events, and additional shelters throughout the park. The Mayor noted that new outdoor fitness equipment represents a return of amenities not seen since the early days at Betty Ross Park. General discussion touched on the need for more youth entertainment options in the community, with economics cited as the primary limiting factor for private ventures such as skating rinks or skating parks.

ADJOURNMENT

Being no further business, a motion to adjourn was made by Council Member Roby Jetton. No discussion. The motion carried unanimously with members voting 4-0 in favor of the motion.

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DAPHNE INGRAM, CMC
CITY CLERK

ED HATLEY
MAYOR

DRAFT

CITY OF LINCOLNTON
SCHEDULE OF FEES
2026-27

CODE	ADMINISTRATIVE FEES		
	80lb bags of concrete mix	*$10.00/bag or current rate	
	60lb bags of concrete mix	*$7.00/bag or current rate	
	Asphalt	*$90.00/ton or current rate	
	Cold Patch	$75.00/bag	
	Gravel (crush and run)	*$50.00/ton or current rate	
	Rip Rap (large rocks for storm water)	*$65.00/ton or current rate	
	Sand	*$20.00/ton or current rate	
	Fill Dirt	*$20.00/ton or current rate	
	Water	*$0.25/gallon or current rate	
	* Items are subject to price changes based on current markets.		
	Damage to City property (ROW, grass, pole bollards, catch basin lids, etc.) and equipment is invoiced based on what it costs to replace or repair the damage.		
INSP-0010	**Inspection Fee**	$100.00 / trip	
	FEES ASSOCIATED WITH UTILITY SERVICE		
	Utility Deposits	**Inside City**	**Outside City**
	Temporary Hydrant Meter Deposit - Large	$1,500.00	$1,700.00
	Temporary Hydrant Meter Deposit - Small	$300.00	$500.00
	Residential Water and/or Sewer Deposit	$75.00	$150.00
	Residential Electric Deposit	$250.00	$300.00
	Refusal to provide SS# Water and/or Sewer Deposit	$150.00	$300.00
	Refusal to provide SS# Electric Deposit	$500.00	$600.00
	Note: Residential owners of real property providing proof of ownership will be exempt from utility deposits unless they refuse to provide social security number. If they refuse to provide SS#, then the refusal deposit amount will be required.		
	Business Water and/or Sewer Deposit	$75.00	$150.00
		Or two (2) times the monthly average bill for the location, whichever is greater.	
	Business Electric Deposit	$250.00	$300.00
	Note: Business owners of real property providing proof of ownership will be exempt from utility deposits.	Or two (2) times the monthly average bill for the location, whichever is greater.	
ADM-0020	Returned Check Charge (N.C. General Statute 25-3-506: Collection of processing fee for returned checks)	$35.00	
ADM-0030	Returned Payment Fee - Other than Checks (Credit/Debit Card, Echeck, and Bank Draft)	$35.00	
ADM-0040	Processing Fee Per Account	$25.00	
	Please note that once the $35.00 returned check fee is applied to the primary account, a $25.00 processing fee will also be charged to the other accounts where the original payment was applied.		
ADM-0050	Online Convenience Fee / Transaction (subject to change)	$3.00	
ADM-0060	Failed/Declined Autopay Draft Fee / Transaction (subject to change)	$5.00	
	Default and/or Connection Fee	$50.00	
	After Hours Default and/or Reconnect Fee Utility services restored on weekends, holidays or after 4:30 pm on normal weekdays of the Utility Billing Office.	$75.00	
	Late Fee (For payment after due date, but before disconnection)	$10.00 or 5% of the cumulative balance, whichever is greater.	
	Same Day Service Connection / Disconnection	$50.00	
	Meter Tampering-Civil Citation		
UTIL-0010	Broken Lock- Meter, or other property damage	Replacement Value	
UTIL-0011	Meter Tampering water or electric usage	actual / estimated water or electric usage	
UTIL-0020	Meter Test Charge (no charge if meter is defective) (Performed by a Third Party Vendor)	$200.00 Residential meter $300.00/Commercial meter	
UTIL-0030	Temporary Electric Construction Service Charge	$50.00	
UTIL-0040	In and out' Electric Service Charger	Cost will be determined	
UTIL-0050	Electric Meter Fee-Residential	$300.00	

CITY OF LINCOLNTON
SCHEDULE OF FEES
2026-27

CODE	ADMINISTRATIVE FEES	
UTIL-0060	Electric Meter Fee-Commercial	$750.00
UTIL-0070	If meters are present, whether or not they are turned on or off, minimum charges apply. If customer prefers not to pay minimum charges, the meter will be removed and a $50.00/per meter reinstallation fee will apply when reinstalled. If more than one service (water & electric), <u>All</u> services will be off. <u>No</u> split service billing allowed.	$50.00 / meter
	Meter Installation Fee - (new meters or hydrant meters)	$50.00 / meter
	Transformer Fee	Current market costs
	Transformer Installation Fee	Based on size and cost of project
	Electric Pole Charges:	
	30' Class/3 Pole	$200.00/pole
	40' Class/4 Pole	$380.00/pole
	45' Class/4 Pole	$450.00/pole
	50' Class/3 Pole	$650.00/pole
	60' Class/3 Pole	$1,000.00/pole
	***Electrical installations only.	

ELECTRIC RATES

(All electric rates are subject to sales tax.)

	Residential	
	Facilities Charge:	$13.60
	Energy Charge:	
	First 350 kwh @	.1129 per/kwh
	Next 950 kwh @	~~.1217 per/kwh~~ .1218 per/kwh
	All Over 1300 kwh @	~~.1272 per/kwh~~ .1273 per/kwh
	Small General Service	
	(Less than 100 KW demand)	
	Facilities Charge:	$28.06
	Demand Charge:	
	First 30 kw of billing demand	N/C
	All Over 30 kw of billind demand	$7.69 per kw
	Energy Charge:	
	First 3000 kwh @	~~.1587 per/kwh~~ .1588 per/kwh
	All Over 3000 kwh @	.0856 per/kwh
	Medium General Service	
	(100-199 KW demand)	
	Facilities Charge:	$41.09
	Demand Charge:	
	All kw of billing demand	$8.78 per kw
	Energy Charge:	
	All kwh	~~.00750 per/kwh~~ .0753 per/kwh
	Large General Service (200+ KW Demand)	
	Facilities Charge:	$54.14
	Demand Charge: All kw of billing demand	$11.72 per kw
	Energy Charge: All kwh	~~.0648 per/kwh~~ 0.0649 per/kwh
	New Large Load Commercial	
	(Must equal or exceed 500 kw but be less than 3000 kw during at least nine months of a twelve-month period.)	
	(Applies only to new customers after January 7, 2010)	
	Basic Facilities Charge:	$359.68
	Demand Charge:	
	Summer (Jun-Sept)	$23.76 per kw
	Winter (Oct - May)	~~$4.32 per kw~~ $4.33 per kw
	Energy Charge: First Energy Block	0.0546 per/kwh
	Additional Energy Block	0.0546 per/kwh
	OP - 10 - 1 Commercial	
	(Must equal or exceed 100 kw but be less than 500 kw during at least nine months of a twelve month period.)	
	(Applies only to new customers after June 2, 2011)	

CITY OF LINCOLNTON
SCHEDULE OF FEES
2026-27

CODE	ADMINISTRATIVE FEES		
	Basic Facilities Charge:		$190.31
	Monthly Billing Demand:	On - Peak Summer (Jun-Sept)	$19.04 per kw
		On - Peak Winter (Oct-May)	$3.80 per kw
		Excess Demand (All Months)	$1.27 per kw
	Energy Charge:	Summer (Jun-Sept)	
		On - Peak	0.0532 per kwh
		Off - Peak	0.0507 per kwh
		Winter (Oct-May)	
		On - Peak	0.0507 per kwh
		Off - Peak	0.0443 per kwh

RENEWABLE ENERGY PORTFOLIO STANDARDS (REPS) CHARGES

Monthly electric charges for each meter computed under the City's applicable electric rate schedule will be increased by an amount determined by the table below:

Customer Account Type	Renewable Resources	DSM/Energy Efficiency	Total REPS Charge
Residential Account	$0.91	$0.00	$0.91
Commercial Account	$4.91	$0.00	$4.91
Industrial Account	$50.68	$0.00	$50.68

RENEWABLE ENERGY GENERATION

Renewable Energy Generation (REG) - wind, biomass or solar photovoltaic credits into a single set of on and off-peak rates.

Variable (1 year)		Credit ($/kwh)
ALL REG		
	On - Peak	0.04951
	Off - Peak	0.01608

YARD LIGHT RATE TABLE

	Description	Minimum	Tax
	40W LED	$25.00	7%
	Road/Entrance Light 72 W LED	$35.00	7%
	Road/Entrance Light 160W LED	$45.00	7%
	400W LED- Flood Light (Commercial)	$35.00	7%
	Yard Light / MVL / Security Light connect/disconnect fee	$75.00	7%
	Yard Light - 9500 SLV 0-100 (Code 505)	$13.20	7%
	Yard Light - 27500 HPS (250W) (Code 514)	$17.55	7%
	Yard Light - 50000 HPS (Code 515)	$25.00	7%
	Yard Light - 1000W M/H Underground Service (Code 517)	$46.91	7%
INSP-0010	**Inspection Fee**	$100.00 / trip	

VOLUMETRIC WATER RATES

	Residential	Inside City Limits	Outside City Limits
	Minimum Bill - 2000 gallons	$16.55	$33.10
	2001 gallons to 5000 gallons	$4.48/1,000	$8.96/1,000
	All Over 5000 gallons	$4.78/1,000	$9.56/1,000
	Commercial-Industrial-Textile***		
	Fixed Charge based on meter size max gpm		
	3/4 inch meter (GPM 30)(Flow factor 1)	$16.55	$33.10
	1 inch meter (GPM 50)(Flow factor 1)	$16.55	$33.10
	1.5 inch (GPM 100)(Flow factor 3.3333)	$55.17	$110.33
	2 inch (GPM 160)(Flow factor 5.3333)	$88.27	$176.53
	3 inch (GPM 320)(Flow factor 10.6666)	$176.53	$353.06
	4 inch (GPM 500)(Flow factor 16.6666)	$275.83	$551.66
	6 inch (GPM 1000)(Flow factor 33.3333)	$551.67	$1,103.33
	8 inch (GPM 1600)(Flow factor 53.3333)	$882.67	$1,765.33
	10 inch (GPM 2300)(Flow factor 76.6666)	$1,268.83	$2,537.66
	12 inch (GPM 4400)(Flow factor 146.6666)	$2,427.33	$4,854.66
	Commercial - Industrial Usage Rates		
	Rates per Gallon - 5000 or less	$4.54/1000	$9.20/1000
	Rates Per Gallon - 5001 or more	$4.84/1000	$9.80/1000
	Industrial (Textile Based) Usage Rate		
	Rate per Gallon - 5000 or less	$3.03/1000	$6.12/1000
	5001 - 5 million Gallons	$3.33/1000	$6.72/1000

CITY OF LINCOLNTON
SCHEDULE OF FEES
2026-27

CODE	ADMINISTRATIVE FEES		
	5 million Gallons or more	$1.55/1000	$3.06/1000
	***Commercial Irrigation and Fire Lines will be charged based on the meter size and usage.		
INSP-0010	**Inspection Fee**	$100.00 / trip	
	SEWER RATES		
	Residential	**Inside City Limits**	**Outside City Limits**
	Minimum Bill - 2000 gallons	$24.77	$49.54
	2001 gallons to 5000 gallons	$7.40/1000	$16.04/1000
	All Over 5000 gallons	$7.70/1000	$16.64/1000
	Commercial- Industrial-Textile		
	Fixed Charge based on meter size max gpm		
	3/4 inch meter (GPM 30)(Flow factor 1)	$24.77	$49.54
	1 inch meter (GPM 50)(Flow factor 1)	$24.77	$49.54
	1.5 inch (GPM 100)(Flow factor 3.3333)	$82.56	$165.13
	2 inch (GPM 160)(Flow factor 5.3333)	$132.11	$264.21
	3 inch (GPM 320)(Flow factor 10.6666)	$264.21	$528.42
	4 inch (GPM 500)(Flow factor 16.6666)	$412.83	$825.66
	6 inch (GPM 1000)(Flow factor 33.3333)	$825.67	$1,651.33
	8 inch (GPM 1600)(Flow factor 53.3333)	$1,321.07	$2,642.13
	10 inch (GPM 2300)(Flow factor 76.6666)	$1,899.03	$3,798.06
	12 inch (GPM 4400)(Flow factor 146.6666)	$3,632.93	$7,265.86
	Commercial - Industrial Usage Rates		
	Rates per Gallon - 5000 or less	$7.40/1000	$16.04/1000
	Rates Per Gallon - 5001 or more	$7.70/1000	$16.64/1000
	Industrial (Textile Based) Usage Rate		
	Rate per Gallon - 5000 or less	$4.92/1000	$10.65/1000
	5001 - 5 million Gallons	$5.22/1000	$11.25/1000
	5 million Gallons or more	$2.50/1000	$5.35/1000
	1" or larger water connection fee plus availability fee of $8.33 per lineal foot of road frontage. If more than one road frontage, we use the the longest frontage for calculation purposes-measure from property line to property line		
	WATER AND SEWER CONNECTION FEES		
	Water Connection Fees * If asphalt or concrete removal/replacement are needed add $750 to rate(s) below**	**Inside City**	**Outside City**
WCON-0010	3/4" Water Connection	$1,700.00	$2,400.00
WCON-0020	1" Water Connection	$2,000.00	$3,800.00
	1.5" Water Connection	$2,500.00	$4,800.00
	2" Water Connection	$3,000.00	$5,800.00
	3" Water Connection	$3,500.00	$6,800.00
	4" Water Connection	$4,500.00	$8,800.00
	6" Water Connection	$6,900.00	$13,600.00
	8" Water Connection	$8,700.00	$17,200.00
	10" Water Connection	$10,500.00	$20,750.00
	12" Water Connection	$12,900.00	$25,650.00
	***Meter Fees: subject to change July 1 - pricing from dist.		
WCON-0030	Meter Fee - 3/4 inch line	$535.00	$535.00
WCON-0040	Meter Fee - 1 inch line	$810.00	$810.00
WCON-0050	Meter Fee - 1.5 inch line	$1,495.00	$1,495.00
WCON-0060	Meter Fee - 2 inch line	$2,823.00	$2,823.00
WCON-0070	Meter Fee - 3 inch line	$4,118.00	$4,118.00
WCON-0080	Meter Fee - 4 inch line	$4,950.00	$4,950.00
WCON-0090	Meter Fee - 6 inch line	$6,774.00	$6,774.00
WCON-0100	Meter Fee - 8 inch line	$8,790.00	$8,790.00
WCON-0110	Meter Fee - 10 inch line	$10,203.00	$10,203.00
WCON-0120	Meter Fee - 12 inch line	$12,500.00	$12,500.00
WCON-0130	Meter Fee - larger than 12 inch line (pricing based on actual size)	TBD	TBD
WCON-0140	Irrigation Meter Connection Fee - beside existing meter	$750.00	$1,200.00
WCON-0150	Irrigation Meter Connection Fee - other than beside existing meter	$1,800.00	$2,200.00

CITY OF LINCOLNTON
SCHEDULE OF FEES
2026-27

CODE	ADMINISTRATIVE FEES	
PZ-0060	Conditional Rezoning Application	<2 acres, $600, 2-5 acres $800, 5+ acres-$1200 (one single-family home on one lot exempt from acreage increase)
PZ-0120	Zoning Text Amendment Application	$600.00
	Board of Adjustment Applications	
PZ-0080	Variance Application	$400.00
PZ-0090	Interpretation Application	$400.00
PZ-0100	Special Exception Application	$400.00
PZ-0110	Temporary Structure Application	$100.00
	Appeal	$200.00
	Change in Non-conforming Use	$400.00
	Zoning Permit	
PZ-0130	Single and Two-Family Residential	$75.00
	Single and Two-Family Residential - New Construction	$100.00
PZ-0140	Residential Accessory Use	$75.00
PZ-0150	Multifamily Residential (multiple units on a single parcel)	$200.00/bldg
	Commercial/Commercial Accessory Structure	$100.00
PZ-0160	Business Zoning Permit	$50.00
	Demolition Permit	$100.00
PZ-0170	Letters: Zoning, Family Care, DMV, etc.	$50.00
PZ-0180	Permit Fee for Application for Backyard Hens	$50.00
PZ-0200	Sign Permits	$75.00
	Fence Permit	$50.00
	Watershed Water Supply Permit* (only applies if erosion control plan is required)	$100.00
	Floodplain Development Permit - Residential	$100 plus Zoning Permit Fee
	Floodplain Development Permit - Commercial/Major	$250 plus Zoning Permit Fee
	Miscellaneous	
PZ-0300	Annexation	$1,200.00
PZ-0350	Zoning Compliance Form	$50.00
	Staff Research	$30.00/hour
	Street Name Signs/No Parking Signs	At Cost
	Technical Review Committee (TRC)	$100.00
	iWorQ/Payroc Service Fee	Client pays 3.5% on amounts > $57.00, otherwise a flat fee of $2.00
	Alleyway/Street Closing	
PZ-0330	Alleyway/Street Closing Request Fee	$250.00
PZ-0340	Advertising Costs (per public notice laws)	Actual going rate at time of request
	Code Enforcement Fees	
PZ-0010	Abandoned Structures Ordinance	Actual contracted cost to City plus 25% administrative fee
PZ-0020	Commercial Maintenance Ordinance	Actual contracted cost to City plus 25% administrative fee
PZ-0030	Minimum Housing Ordinance	Actual contracted cost to City plus 25% administrative fee
PZ-0040	Nuisance Ordinance	Actual contracted cost to City plus 25% administrative fee
PZ-0190	Abatement Fees	Actual contracted cost to City plus 25% administrative fee
	see Lincolnton City Police Civil Citation Schedule for citation fees	
	Subdivision and Plan Review Fees	
PZ-0070	Site Plan Review	$300 plus $50 per acre plus Engineer Fee
	Every submittal after the third	Repeat Starting Fee
	Civil Construction Plan Review	$1,000.00
	Every submittal after the third	Repeat Starting Fee
PZ-0240	Minor Subdivision/Exception Plat	$200.00

CITY OF LINCOLNTON
SCHEDULE OF FEES
2026-27

CODE	ADMINISTRATIVE FEES	
	Every submittal after the third	$50.00
PZ-0260	Major Subdivision Preliminary Plat	$300.00
PZ-0270	(Per Lot) Every submittal after the third	$10.00 Repeat Starting Fee
PZ-0280	Major Subdivision Final Plat First and every submittal after the third	$100.00 Repeat Starting Fee
PZ-0290	Surety Bond Application Surety Bond Renewal or Revision Technical Review Committee (TRC) Consulting Engineer (per hour)	$300.00 $200.00 $100.00 actual cost
	Recorded Plat Revision	$200.00
WCON-0150	Water: including all lines, valves and fittings	$1/linear foot
SCON-0040	Sewer: including all lines, manholes, pumps and fittings	$1/linear foot
PW-0030	Street: pavement, curb & gutter, striping, storm drains and sidewalks	$1/linear foot
DC-0010	Willing to Serve Letter	$50.00
	Driveway Permit Fees	
PW-0040	Single/two family	$25.00
PW-0050	Commercial	$50.00
PW-0060	Subdivision	$100.00
	Copies	
PZ-0210	Copy of Land Use Plan, Greenway Master Plan & Others	$50.00
PZ-0220	Copy of Zoning Ordinance (UDO)	$50.00*
PZ-0230	Copy of Zoning Map	$25.00
PZ-0310	GIS MAPS (8 1/2 x 11)	$2.00
PZ-0320	Large Scale Maps	$25.00

* $ .25 per page-less than full copy
** Full or partial copy
Fees could be waived if application complies with NC General Statute 1-110, Suit as a pauper; counsel.

SYSTEM DEVELOPMENT FEES

System Development Fee Schedule for New or Expanded Development

~~Any individual or group of individuals initially developing property or expanding existing development property shall pay system development fees in accordance with the following schedule based on the size of the new or enlarged water service tap. The timing of the system development fee collection shall be pursuant to NCGS 162A, as amended by House Bill 826, adopted June 22, 2018. For purposes of system development fee collection, the City of Lincolnton considers water and/or sewer service to be committed at the time of service application filed at the City's Customer Service Office.~~

Pursuant to N.C.G.S. 162A, Article 8, the City of Lincolnton engaged a consultant (WithersRavenel Civil Engineering Company) to prepare a written analysis calculating their maximum allowable water and sewer System Development Fees (SDFs) under the Public Water and Sewer System Development Fee Act.

The resulting System Development Fee Analysis was completed on April 3, 2026 and made available for public comment on April 17, 2026. After a public hearing, the City Council adopted the System Development Fee Analysis on June 25, 2026. System Development Fees went into effect on July 1, 2026.

Meter Size	Flow Factor	Water Maximum Fee	Wastewater Maximum Fee
3/4 Inch	1.00	$620	$930
1.0 Inch	1.67	$1,033	$1,550
1.5 Inch	3.33	$2,067	$3,100
2.0 Inch	5.33	$3,307	$4,960
3.0 Inch	10.67	$6,613	$9,920
4.0 Inch	16.67	$10,333	$15,500
6.0 Inch	33.33	$20,667	$31,000
8.0 Inch	53.33	$33,067	$49,600
10.0 Inch	76.67	$47,533	$71,300

~~System Development Fees are due in addition to Connection Fees stated in Article A and/or Article C of this Chapter. For enlargements of existing services, the fee shall be the difference between the new service size and the existing size.~~

CODE	ADMINISTRATIVE FEES
	~~The fees presented above are based on typical "equivalent residential unit" (ERU) peak daily flow demand from a customer with a 3/4 inch meter size, and the American Water Works meter equivalency ratios. Peak ERU flow allowances are 245 gallons per day for sewer, and 368 gallons per day for water. The Water Resources Department reserves the right to impose additional system development fees for meter sizes greater than 2 inch when, based on industrial pretreatment permit applications, flow projections, or other information, the water or sewer flow volumes exceed 150% of allowable flow. Fees shall be based on $21.12 per gallon for sewer and $7.07 per gallon of water. In no case shall the fees be less than shown in the schedule.~~
	~~If based on financial calculations of present worth using current financing rates and user fees, the projected customer usage fees will provide a positive return to offset the additional system development fee amount, the Director of Water Resources and Finance Director, with the concurrence of the City Manager, may waive the additional fees. The waiver shall be based on a written agreement between the customer and the city defining the conditions of the waiver.~~
	~~**When System Development Fees Are Not Required**~~
	~~When renovation or repair of existing establishments results in no increase in the size of the water/sewer service and no increase in flow volume beyond the allowable flow limit, no system development fee shall be charged.~~
	~~When a renewal tap is requested for an existing establishment and is not associated with an increase in size or flow volume, no system development fee shall be charged.~~
	~~No system development fee shall be charged for a change in occupancy or ownership of the same facility provided the facility has not expanded. However, if an existing development on a lot or parcel is demolished in favor of construction of new development, system development fees may be due as follows: (1) if the new development includes a larger water tap size or increased flow volume, fees shall be paid for the proposed increase in use accordance with this article; and (2) if an old development on a lot or parcel has been demolished and removed for a year or longer before the construction of new development is initiated, fees shall be paid for the new development as if the property were being developed for the first time.~~
	~~Applications for dedicated fire line only water service connections or dedicated 3/4" residential lawn irrigation water service connections do not require payment of system development fees provided that domestic water service for the property is also being obtained by separate meter from the City of Lincolnton.~~

PERIOD COVERED

July 16, 2026 through August 15, 2026

CITY RELEASES LESS THAN $100

NAME	YEAR	DIST	A/C NO	AMOUNT	REASON
Morehead, George	2026	22	0298707	$74.17	moved to South Carolina prior to 2026
Tolliver, Larry	2026	22	0227179	$5.00	sold prior to 2026
Watts, Richard	2026	22	0314553	$97.42	registered in Florida
Whitner, Nicolas	2026	22	0280449	$10.62	corrected fire district
310 Lincolnton NC	2026	22	0307023	$17.26	see new acct Miss Honey's

Total: $204.47

SUBMITTED BY:

_____ DATE: 8/18/26

SUSAN SAIN , TAX ADMINISTRATOR

APPROVED BY:

NAME	YEAR	DIST	A/C NO	AMOUNT	REASON

_____ DATE: _____

RICHARD HAYNES , CITY MANAGER

PERIOD COVERED

CITY RELEASES $100 AND OVER

July 16, 2026 through August 15, 2026

NAME	YEAR	DIST	A/C NO	AMOUNT	REASON
Beal, Bayley	2026	22	0317858	$378.32	registered out of state
Fedex Ground Package System	2026	22	0293192	$109.31	corrected situs
GoodWood Pizza	2026	22	0303133	$1,063.65	asset listed as personal but is real
Hogewood, Wanny	2026	22	0317825	$145.38	corrected fire district
Lincoln County	2026	22 & 70	33728	$396.47	clerical error
NPRTO South-East	2026	22	0277266	$171.42	removed late list penalty
Snavely, Edward	2026	22	0317839	$287.52	corrected fire district
Vees House of Hair	2026	22	0256626	$212.48	out of business prior to 2026

SUBMITTED BY:

_____ DATE: 8/18/26

SUSAN SAIN , TAX ADMINISTRATOR

APPROVED BY:

_____ DATE: _____

RICHARD HAYNES , CITY MANAGER

LINCOLN COUNTY
TAX DEPARTMENT

REQUEST FOR RELEASES

PERIOD COVERED

CITY RELEASES $100 AND OVER

July 16, 2026 through August 15, 2026

NAME	YEAR	DIST	A/C NO	AMOUNT	REASON
Verdant Commercial Capital	2026	22	0282801	$272.32	value correction
Williams, Retche	2026	22	0317877	$152.97	located in Catawba Co for 2026
YOLO Tobacco & Vape	2026	22	0285385	$534.65	Corrected values
			Total:	$3,724.49	

SUBMITTED BY:

Susan Sain DATE: 8/18/26

SUSAN SAIN , TAX ADMINISTRATOR

APPROVED BY:

_____ DATE:_____

RICHARD HAYNES , CITY MANAGER

CITY COUNCIL

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

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

CITY MANAGER

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

PROCLAMATION

PATRIOT DAY AND NATIONAL DAY OF SERVICE AND REMEMBRANCE 2026

WHEREAS, September 11, 2026, marks the 25th anniversary of the terrorist attacks that took the lives of 2,977 innocent people at the World Trade Center, the Pentagon, and in Shanksville, Pennsylvania**; and**

WHEREAS, a quarter of a century later, the citizens of Lincolnton continue to mourn the devastating loss of those mothers, fathers, children, siblings, friends, and colleagues, pledging to honor their memories by upholding the values of freedom, unity, and community**; and**

WHEREAS, we remember with deep gratitude the extraordinary heroism of the first responders—firefighters, law enforcement officers, emergency medical technicians, and ordinary citizens—who ran toward danger to save others, many making the ultimate sacrifice; **and**

WHEREAS, the resilience, unity, and compassion shown by the American people in the aftermath of that tragic day remain a powerful testament to the enduring strength and character of our nation; **and**

WHEREAS, Congress has designated September 11 of each year as "Patriot Day" and "National Day of Service and Remembrance," inviting all Americans to transform a day of profound tragedy into a day of solemn tribute and community action; **and**

WHEREAS, through acts of service, volunteerism, and kindness, the people of Lincolnton can bridge divides, strengthen our neighborhoods, and renew our shared commitment to one another and to the United States of America;

NOW, THEREFORE, I, Mayor Ed Hatley and the Lincolnton City Council of the City of Lincolnton, do hereby proclaim September 11, 2026, as:

"PATRIOT DAY AND NATIONAL DAY OF SERVICE AND REMEMBRANCE"

I CALL UPON all citizens, local government agencies, businesses, and schools in Lincolnton to observe this 25th anniversary, and to participate in community service projects that embody the spirit of unity and resilience.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Lincolnton to be affixed this 3rd day of September, 2026.

_____
Ed Hatley
Mayor, City of Lincolnton

RESOLUTION BY CITY OF LINCOLNTON

WHEREAS, The City of Lincolnton has need for and intends to construct, plan for, or conduct a study in a project described as City of Lincolnton Fall 2026 Sewer AIA Application, and

WHEREAS, The City of Lincolnton intends to request State loan and/or grant assistance for the project,

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

That City of Lincolnton, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the City of Lincolnton to make a scheduled repayment of the loan, to withhold from the City of Lincolnton any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That Scott Clark, Assistant City Manager the **Authorized Representative** and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above.

That the **Authorized Representative**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, ordinances, and funding conditions applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 3rd day of September at Lincolnton, North Carolina.

_____

Ed Hatley, Mayor

_____

Daphne Ingram, City Clerk

FORM FOR CERTIFICATION BY THE RECORDING OFFICER

The undersigned duly qualified and acting City Clerk of the City of Lincolnton does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the City of Lincolnton duly held on the 3rd day of September 2026; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this 3rd day of September 2026.

_____

(Signature of Recording Officer)

Daphne Ingram, City Clerk

_____

(Title of Recording Officer)

Note: An Attestation by the Clerk/Recording Officer may be used in lieu of the Form for Certification by the Recording Officer

WithersRavenel
Our People. Your Success.

August 17, 2026

Scott Clark, Assistant City Manager
City of Lincolnton
114 W Sycamore St
Lincolnton, NC 28092

RE: Agreement for Task Order 9
Lincolnton Fall 2026 Sewer AIA Application
Lincolnton, North Carolina
WR Project No. 24-0085-009

Dear Mr. Clark,

WithersRavenel is pleased to provide this Task Order 9 Agreement for Professional Services. We look forward to working with you on this project. If you have any questions or concerns about this agreement, please do not hesitate to call me at the number listed below.

Sincerely,
WithersRavenel

Megan Powell
Funding Team Lead, Funding and Asset Management

mpowell@withersravenel.com
Ph. 828.575.9728 | Mobile. 252.671.0975

Attachment:

Agreement for Professional Services

City of Lincolnton
Task Order No. 9
Lincolnton, North Carolina
Agreement for Professional Services

A. Preliminary Matters

This Task Order is hereby included as an addition to and incorporated as part of the Agreement Between Client and Consultant for Services, Task Order Edition signed 2024/08/23 between City of Lincolnton ("City") and WithersRavenel, Inc. ("Consultant").

B. Project Description

This fee agreement is intended to provide the scope of services and associated fees to provide consulting services per request of City of Lincolnton and formalize an agreement for the implementation and logistics for these services.

This agreement is based on the project located in Lincolnton, North Carolina.

Listed below is a summary of the key aspects of the project based on discussions and preliminary research. Refer to the Scope of Services and Additional Services/Exclusions for further detailed information.

For the purposes of this agreement and any subsequent agreements the following references shall apply:

1. City of Lincolnton shall be known as the "Client" or "City."
2. WithersRavenel shall be known as the "Consultant."
3. The property and overall project shall be known as the "Project."
4. North Carolina Department of Environmental Quality shall be known as "NCDEQ."
5. Division of Water Infrastructure shall be known as "DWI."
6. Asset Inventory and Assessment Grant Program shall be known as "AIA."
7. The executed agreement shall be known as the "Agreement."

The Client wishes to pursue funding assistance from NCDEQ DWI's Asset Inventory and Assessment Grant Program (AIA) and would like assistance with completing the application for the Fall 2026 funding cycle (Project). The Project provides funding to complete an inventory of existing infrastructure, to document the condition of the inventoried infrastructure, and to prepare tools to help manage the system, such as an Asset Management Plan.

C. Timeline for Services

Consultant will begin work upon receipt of executed Agreement and written notice to proceed from the Client. Services will complete upon Consultant's submission of the proposed application to the North Carolina Division of Water Infrastructure by the Fall 2026 application deadline, which is 09/30/2026, and delivery of an application copy to the Client.

D. Scope of Services

Consultant shall provide the services identified under each task below as its "Basic Services" under the Agreement.

Task 1 - Application Preparation, Submittal, and Support

A. Assemble all materials necessary for the applications as outlined in DWI's AIA 2026 program guidance.

B. Prepare all forms, narratives, and all required documents to support the application process.

C. Coordinate collection of any supporting information required for the applications.

D. Draft required application resolutions for Client to present to Council for adoption to support the application process.

E. Meet with Client representatives to discuss the scope of the projects which may be via web-based conferencing.

F. Circulate application information to the Client for review and approval.

G. Participate in any teleconferences with DWI and Client as needed.

H. Provide other assistance, as required, to facilitate the complete application process.

I. Work with Client to support obtaining needed signatures of the application materials from the Client representative.

J. Submit application to DWI, using the prescribed method, by their submittal deadline.

K. Provide a PDF copy of the submitted application to Client. Hardcopy to be provided upon request.

E. Exclusions/Additional Services

Services that are not included in the Scope of Services or are specifically excluded from this Agreement (see below) shall be considered Additional Services if those services can be performed by Consultant and its agents if requested in writing by the Client and accepted by Consultant. Additional services shall be paid by the Client in accordance with the Fee & Expense Schedule outlined in Exhibit II. The exclusions are described below but are not limited to the following:

General

- All plan submittal, review, or permitting fees;
- Any work previously provided in other agreements;
- Any other services not specifically listed within the Scope of Services.

The above list is not all inclusive, and the Scope of Services defines the services to be provided by Consultant for this project.

F. Client Responsibilities

The following are responsibilities of the Client and Consultant will rely upon the accuracy and completeness of this information:

1. General:
    a. Provide representative for communications and decisions;
    b. Preferred media platforms for communications with the Client;
    c. Provide any information needed to complete the Project not specifically addressed in the Scope of Services;
    d. Provide all available information pertinent to the Project, including any GIS information, reports, maps, drawings, and any other data relative to the Project;
    e. Examine all agreements, reports, sketches, estimates and other documents presented by the Consultant and render in writing decisions pertaining thereto within a reasonable period so as not to delay the services of the Consultant;
    f. Give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any defect in the Project or the services of Consultant;
    g. Attend one (1) virtual City meeting as required/needed;
    h. Coordinate adoption of the required DWI resolution ahead of the application deadline;
    i. Review and execution of application materials by authorized official ahead of the application deadline.

G. Compensation for Services

Consultant proposes to provide the Basic Services outlined in the Scope of Services on a lump sum basis with budgets as shown below plus reimbursable expenses in accordance with Exhibit II. The amounts set forth below have been determined based on the nature, scope and complexity of the Project as represented in the information provided to Consultant by Client prior to submittal of this agreement; subsequent changes thereto may result in additional fees. Budgeted amount reflects a discounted fee due to Client contracting for multiple application projects.

Task No.	Task Name	Fee
1	Application Preparation, Submittal, and Support	$5,000
	TOTAL	**$5,000**

(Hourly) Denotes hourly tasks. The fee budgets represented with hourly tasks are good faith estimates of what can be expected during the performance of this contract.

1. Invoices will be issued monthly, based on the percentage of completion for each lump sum task and the hourly rate for Consultant personnel in accordance with Exhibit II for hourly tasks, as accomplished during the billing period. Payment is due upon receipt of invoice.
2. The above fees are based on the estimated timelines noted in the Timeline for Services. Any adjustments to those timelines may result in additional fees.
3. The attached Exhibit II, Fee & Expense Schedule, is based on Consultant's rates as of the date of this agreement and may be subject to change for hourly tasks and any Additional Services that occur after any adjustments to such rates go into effect.

Payment

The Client will pay Consultant for services and expenses in accordance with periodic invoices to Client and a final invoice upon completion of the services. Each invoice is due and payable in full upon presentation to Client. Invoices are past due after 30 days. If the Project is reliant on State and/or Federal Funds, then the Client will pay Consultant for all invoices within three (3) banking days of receipt of those State or Federal Funds. The Client is ultimately responsible for payment of all invoices with or without receipt of State or Federal Funds.

H. Acceptance

This agreement is valid for 15 days from the date it is transmitted to Client. Receipt of an executed copy of this agreement will serve as the written Agreement between WithersRavenel and City of Lincolnton. All Exhibit(s) identified after the signature blocks below, including the Fee & Expense Schedule (Exhibit II), are incorporated herein and are integral parts of the Agreement.

OFFERED BY:

WITHERSRAVENEL

Digitally signed by Megan Powell
Date: 2026.08.17 15:35:38 -04'00'

Signature Date

Megan Powell
Name

Funding Team Lead
Funding and Asset Management
Title

Digitally signed by Amanda Whitaker
Date: 2026.08.17 15:32:56 -04'00'

Signature Date

Amanda Whitaker
Name

Director, Funding Services
Funding and Asset Management
Title

ACCEPTED BY:

CITY OF LINCOLNTON

Signature Date

Name

Title

PREAUDIT STATEMENT: *This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act (NC G.S. 159-28(a)).*

Signature of Finance Officer: _____

Printed Name: _____

Date: _____

Attachments:

Exhibit II- Fee & Expense Schedule

WithersRavenel
Our People. Your Success.

EXHIBIT II

2026 Fee & Expense Schedule

Description	Rate
Engineering, Landscape Architecture & Planning	
CAD Technician I	$ 115
CAD Technician II	$ 130
Senior CAD Technician	$ 155
Designer I	$ 145
Designer II	$ 165
Senior Designer	$ 185
Landscape Architect I	$ 165
Landscape Architect II	$ 190
Landscape Architect III	$ 215
Senior Landscape Architect	$ 240
Landscape Designer I	$ 145
Landscape Designer II	$ 155
Landscape Designer III	$ 160
Planning Professional I	$ 130
Planning Professional II	$ 140
Planning Professional III	$ 160
Planning Assistant Project Manager	$ 170
Planning Project Manager I	$ 185
Planning Project Manager II	$ 195
Senior Planning Project Manager	$ 205
Planning Director	$ 255
Project Engineer I	$ 190
Project Engineer II	$ 200
Project Engineer III	$ 220
Senior Project Engineer	$ 255
Assistant Project Manager	$ 200
Project Manager I	$ 220
Project Manager II	$ 230
Project Manager III	$ 235
Senior Project Manager	$ 240
Associate Practice Professional	$ 75
Practice Professional I	$ 155
Practice Professional II	$ 160
Practice Professional III	$ 170
Practice Professional IV	$ 180
Senior Practice Professional	$ 190
Technical Consultant	$ 240
Senior Technical Consultant	$ 280
Director	$ 275
Principal	$ 290
Zoning Specialist	$ 400
Construction Administration	
Resident Project Representative I	$ 115
Resident Project Representative II	$ 135
Resident Project Representative III	$ 150
Senior Resident Project Representative	$ 160
Construction Project Professional	$ 165
Assistant Construction Project Manager	$ 170
Construction Project Manager I	$ 180
Construction Project Manager II	$ 190
Construction Project Manager III	$ 200
Senior Construction Project Manager	$ 215
Other	
Implementation Consultant	$ 165
Senior Implementation Consultant	$ 175
Expert Witness	$ 400

Description	Rate
Funding & Asset Management	
GIS Senior Specialist	$ 185
GIS Specialist	$ 165
GIS Technician	$ 110
GIS Analyst I	$ 135
GIS Analyst II	$ 150
GIS Project Manager	$ 185
FAM Assistant Project Manager	$ 180
FAM Project Consultant I	$ 135
FAM Project Consultant II	$ 145
FAM Project Consultant III	$ 150
FAM Project Consultant IV	$ 155
FAM Senior Project Consultant I	$ 165
FAM Senior Project Consultant II	$ 170
FAM Project Manager	$ 185
FAM Director	$ 260
FAM Principal	$ 290
FAM Staff Professional I	$ 80
FAM Staff Professional II	$ 130
FAM Staff Professional III	$ 170
FAM Staff Professional IV	$ 215
FAM Senior Project Manager	$ 240
FAM Senior Technical Consultant	$ 275
Geomatics	
Geomatics CAD Technician I	$ 115
Geomatics CAD Technician II	$ 135
Geomatics CAD Technician III	$ 150
GIS Survey Technician I	$ 90
GIS Survey Technician II	$ 115
GIS Survey Technician III	$ 135
GIS Survey Lead	$ 150
Geomatics Project Manager I	$ 185
Geomatics Project Manager II	$ 200
Geomatics Project Manager III	$ 230
Geomatics Project Professional I	$ 165
Geomatics Project Professional II	$ 190
Geomatics Principal	$ 270
Geomatics Remote Sensing Crew I	$ 240
Geomatics Remote Sensing Crew II	$ 340
Geomatics Survey Crew I	$ 170
Geomatics Survey Crew II (2 Man)	$ 195
Geomatics Survey Crew III (3 Man)	$ 255
Geomatics Senior Manager	$ 240
Geomatics Survey Tech I	$ 70
Geomatics Survey Tech II	$ 105
Geomatics Survey Tech III	$ 135
Geomatics Survey Tech IV	$ 145
Geomatics Sr. Technical Consultant	$ 245
Geomatics SUE Crew 1	$ 195
Geomatics SUE Crew 2	$ 285
Project Coordinators	
Project Coordinator I	$ 105
Project Coordinator II	$ 125
Project Coordinator III	$ 135
Senior Project Coordinator	$ 145
Lead Project Coordinator	$ 155

Description	Rate
Environmental	
Environmental Technician I	$ 95
Environmental Technician II	$ 110
Environmental Technician III	$ 115
Environmental Senior Technician	$ 130
Environmental Project Geologist I	$ 165
Environmental Project Geologist II	$ 180
Environmental Project Geologist III	$ 210
Environmental Senior Project Geologist	$ 230
Environmental Assistant Project Manager	$ 180
Environmental Project Manager	$ 210
Environmental Senior Project Manager	$ 230
Environmental Director	$ 260
Environmental Project Engineer I	$ 165
Environmental Project Engineer II	$ 180
Environmental Project Engineer III	$ 210
Environmental Senior Project Engineer	$ 230
Environmental Principal	$ 285
Environmental Project Scientist I	$ 165
Environmental Project Scientist II	$ 180
Environmental Project Scientist III	$ 210
Environmental Senior Project Scientist	$ 230
Environmental Scientist I	$ 120
Environmental Scientist II	$ 145
Environmental Scientist III	$ 155
Environmental Geologist I	$ 120
Environmental Geologist II	$ 145
Environmental Geologist III	$ 155
Environmental Professional I	$ 120
Environmental Professional II	$ 145
Environmental Professional III	$ 155
Environmental Senior Technical Consultant	$ 255
Client Experience	
Client Experience Manager	$ 250
Administrative	
Administrative Assistant	$ 75
Administrative Assistant I	$ 95
Administrative Assistant II	$ 105
Administrative Assistant III	$ 115
Marketing Administration I	$ 105
Marketing Administration II	$ 125
Marketing Administration III	$ 135
Marketing Administration IV	$ 145
Marketing Administration V	$ 155
Director of Marketing	$ 165
Office Administration	$ 80
Office Administrator I	$ 135
Office Administrator II	$ 140
Office Administrator III	$ 145
Expenses	
Bond Prints (Per Sheet)	$ 1.75
Mylar Prints (Per Sheet)	$ 11.00
Mileage	Per IRS
Delivery – Project Specific (Distance & Priority)	
Subcontractor Fees (Markup)	1.15
Expenses / Reprod. / Permits (Markup)	1.15

RESOLUTION BY CITY OF LINCOLNTON

WHEREAS, The City of Lincolnton has need for and intends to construct, plan for, or conduct a study in a project described as City of Lincolnton Fall 2026 Water AIA Application, and

WHEREAS, The City of Lincolnton intends to request State loan and/or grant assistance for the project,

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

That City of Lincolnton, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the City of Lincolnton to make a scheduled repayment of the loan, to withhold from the City of Lincolnton any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That Scott Clark, Assistant City Manager the **Authorized Representative** and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above.

That the **Authorized Representative**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, ordinances, and funding conditions applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 3rd day of September at Lincolnton, North Carolina.

_____

Ed Hatley, Mayor

_____

Daphne Ingram, City Clerk

FORM FOR CERTIFICATION BY THE RECORDING OFFICER

The undersigned duly qualified and acting City Clerk of the City of Lincolnton does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the City of Lincolnton duly held on the 3rd day of September 2026; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this 3rd day of September 2026.

_____

(Signature of Recording Officer)

Daphne Ingram, City Clerk

_____

(Title of Recording Officer)

Note: An Attestation by the Clerk/Recording Officer may be used in lieu of the Form for Certification by the Recording Officer

WithersRavenel
Our People. Your Success.

August 17, 2026

Scott Clark, Assistant City Manager
City of Lincolnton
114 W Sycamore St
Lincolnton, NC 28092

RE: Agreement for Task Order 8
Lincolnton Fall 2026 Water AIA Application
Lincolnton, North Carolina
WR Project No. 24-0085-008

Dear Mr. Clark,

WithersRavenel is pleased to provide this Task Order 8 Agreement for Professional Services. We look forward to working with you on this project. If you have any questions or concerns about this agreement, please do not hesitate to call me at the number listed below.

Sincerely,
WithersRavenel

Megan Powell
Funding Team Lead, Funding and Asset Management

mpowell@withersravenel.com
Ph. 828.575.9728 | Mobile. 252.671.0975

Attachment:

Agreement for Professional Services

WithersRavenel
Our People. Your Success.

City of Lincolnton
Task Order No. 8
Lincolnton, North Carolina
Agreement for Professional Services

A. Preliminary Matters

This Task Order is hereby included as an addition to and incorporated as part of the Agreement Between Client and Consultant for Services, Task Order Edition signed 2024/08/23 between City of Lincolnton ("City") and WithersRavenel, Inc. ("Consultant").

B. Project Description

This fee agreement is intended to provide the scope of services and associated fees to provide consulting services per request of City of Lincolnton and formalize an agreement for the implementation and logistics for these services.

This agreement is based on the project located in Lincolnton, North Carolina.

Listed below is a summary of the key aspects of the project based on discussions and preliminary research. Refer to the Scope of Services and Additional Services/Exclusions for further detailed information.

For the purposes of this agreement and any subsequent agreements the following references shall apply:

1. City of Lincolnton shall be known as the "Client" or "City."
2. WithersRavenel shall be known as the "Consultant."
3. The property and overall project shall be known as the "Project."
4. North Carolina Department of Environmental Quality shall be known as "NCDEQ."
5. Division of Water Infrastructure shall be known as "DWI."
6. Asset Inventory and Assessment Grant Program shall be known as "AIA."
7. The executed agreement shall be known as the "Agreement."

The Client wishes to pursue funding assistance from NCDEQ DWI's Asset Inventory and Assessment Grant Program (AIA) and would like assistance with completing the application for the Fall 2026 funding cycle (Project). The Project provides funding to complete an inventory of existing infrastructure, to document the condition of the inventoried infrastructure, and to prepare tools to help manage the system, such as an Asset Management Plan.

C. Timeline for Services

Consultant will begin work upon receipt of executed Agreement and written notice to proceed from the Client. Services will complete upon Consultant's submission of the proposed application to the North Carolina Division of Water Infrastructure by the Fall 2026 application deadline, which is 09/30/2026, and delivery of an application copy to the Client.

D. Scope of Services

Consultant shall provide the services identified under each task below as its "Basic Services" under the Agreement.

Task 1 - Application Preparation, Submittal, and Support

A. Assemble all materials necessary for the applications as outlined in DWI's AIA 2026 program guidance.

B. Prepare all forms, narratives, and all required documents to support the application process.

C. Coordinate collection of any supporting information required for the applications.

D. Draft required application resolutions for Client to present to Council for adoption to support the application process.

E. Meet with Client representatives to discuss the scope of the projects which may be via web-based conferencing.

F. Circulate application information to the Client for review and approval.

G. Participate in any teleconferences with DWI and Client as needed.

H. Provide other assistance, as required, to facilitate the complete application process.

I. Work with Client to support obtaining needed signatures of the application materials from the Client representative.

J. Submit application to DWI, using the prescribed method, by their submittal deadline.

K. Provide a PDF copy of the submitted application to Client. Hardcopy to be provided upon request.

E. Exclusions/Additional Services

Services that are not included in the Scope of Services or are specifically excluded from this Agreement (see below) shall be considered Additional Services if those services can be performed by Consultant and its agents if requested in writing by the Client and accepted by Consultant. Additional services shall be paid by the Client in accordance with the Fee & Expense Schedule outlined in Exhibit II. The exclusions are described below but are not limited to the following:

General

- All plan submittal, review, or permitting fees;
- Any work previously provided in other agreements;
- Any other services not specifically listed within the Scope of Services.

The above list is not all inclusive, and the Scope of Services defines the services to be provided by Consultant for this project.

F. Client Responsibilities

The following are responsibilities of the Client and Consultant will rely upon the accuracy and completeness of this information:

1. General:
    a. Provide representative for communications and decisions;
    b. Preferred media platforms for communications with the Client;
    c. Provide any information needed to complete the Project not specifically addressed in the Scope of Services;
    d. Provide all available information pertinent to the Project, including any GIS information, reports, maps, drawings, and any other data relative to the Project;
    e. Examine all agreements, reports, sketches, estimates and other documents presented by the Consultant and render in writing decisions pertaining thereto within a reasonable period so as not to delay the services of the Consultant;
    f. Give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any defect in the Project or the services of Consultant;
    g. Attend one (1) virtual City meeting as required/needed;
    h. Coordinate adoption of the required DWI resolution ahead of the application deadline;
    i. Review and execution of application materials by authorized official ahead of the application deadline.

G. Compensation for Services

Consultant proposes to provide the Basic Services outlined in the Scope of Services on a lump sum basis with budgets as shown below plus reimbursable expenses in accordance with Exhibit II. The amounts set forth below have been determined based on the nature, scope and complexity of the Project as represented in the information provided to Consultant by Client prior to submittal of this agreement; subsequent changes thereto may result in additional fees. Budgeted amount reflects a discounted fee due to Client contracting for multiple application projects.

Task No.	Task Name	Fee
1	Application Preparation, Submittal, and Support	$5,000
	TOTAL	**$5,000**

(Hourly) Denotes hourly tasks. The fee budgets represented with hourly tasks are good faith estimates of what can be expected during the performance of this contract.

1. Invoices will be issued monthly, based on the percentage of completion for each lump sum task and the hourly rate for Consultant personnel in accordance with Exhibit II for hourly tasks, as accomplished during the billing period. Payment is due upon receipt of invoice.
2. The above fees are based on the estimated timelines noted in the Timeline for Services. Any adjustments to those timelines may result in additional fees.
3. The attached Exhibit II, Fee & Expense Schedule, is based on Consultant's rates as of the date of this agreement and may be subject to change for hourly tasks and any Additional Services that occur after any adjustments to such rates go into effect.

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The Client will pay Consultant for services and expenses in accordance with periodic invoices to Client and a final invoice upon completion of the services. Each invoice is due and payable in full upon presentation to Client. Invoices are past due after 30 days. If the Project is reliant on State and/or Federal Funds, then the Client will pay Consultant for all invoices within three (3) banking days of receipt of those State or Federal Funds. The Client is ultimately responsible for payment of all invoices with or without receipt of State or Federal Funds.

H. Acceptance

This agreement is valid for 15 days from the date it is transmitted to Client. Receipt of an executed copy of this agreement will serve as the written Agreement between WithersRavenel and City of Lincolnton. All Exhibit(s) identified after the signature blocks below, including the Fee & Expense Schedule (Exhibit II), are incorporated herein and are integral parts of the Agreement.

OFFERED BY:	ACCEPTED BY:
WITHERSRAVENEL	CITY OF LINCOLNTON
Digitally signed by Megan Powell Date: 2026.08.17 15:33:51 -04'00'	
Signature Date	Signature Date
Megan Powell	
Name	Name
Funding Team Lead Funding and Asset Management	
Title	Title
Digitally signed by Amanda Whitaker Date: 2026.08.17 15:32:07 -04'00'	
Signature Date	
Amanda Whitaker	
Name	
Director, Funding Services Funding and Asset Management	
Title	

PREAUDIT STATEMENT: *This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act (NC G.S. 159-28(a)).*

Signature of Finance Officer: _____

Printed Name: _____

Date: _____

Attachments:

Exhibit II- Fee & Expense Schedule

WithersRavenel
Our People. Your Success.

EXHIBIT II

2026 Fee & Expense Schedule

Description	Rate
Engineering, Landscape Architecture & Planning	
CAD Technician I	$ 115
CAD Technician II	$ 130
Senior CAD Technician	$ 155
Designer I	$ 145
Designer II	$ 165
Senior Designer	$ 185
Landscape Architect I	$ 165
Landscape Architect II	$ 190
Landscape Architect III	$ 215
Senior Landscape Architect	$ 240
Landscape Designer I	$ 145
Landscape Designer II	$ 155
Landscape Designer III	$ 160
Planning Professional I	$ 130
Planning Professional II	$ 140
Planning Professional III	$ 160
Planning Assistant Project Manager	$ 170
Planning Project Manager I	$ 185
Planning Project Manager II	$ 195
Senior Planning Project Manager	$ 205
Planning Director	$ 255
Project Engineer I	$ 190
Project Engineer II	$ 200
Project Engineer III	$ 220
Senior Project Engineer	$ 255
Assistant Project Manager	$ 200
Project Manager I	$ 220
Project Manager II	$ 230
Project Manager III	$ 235
Senior Project Manager	$ 240
Associate Practice Professional	$ 75
Practice Professional I	$ 155
Practice Professional II	$ 160
Practice Professional III	$ 170
Practice Professional IV	$ 180
Senior Practice Professional	$ 190
Technical Consultant	$ 240
Senior Technical Consultant	$ 280
Director	$ 275
Principal	$ 290
Zoning Specialist	$ 400
Construction Administration	
Resident Project Representative I	$ 115
Resident Project Representative II	$ 135
Resident Project Representative III	$ 150
Senior Resident Project Representative	$ 160
Construction Project Professional	$ 165
Assistant Construction Project Manager	$ 170
Construction Project Manager I	$ 180
Construction Project Manager II	$ 190
Construction Project Manager III	$ 200
Senior Construction Project Manager	$ 215
Other	
Implementation Consultant	$ 165
Senior Implementation Consultant	$ 175
Expert Witness	$ 400

Description	Rate
Funding & Asset Management	
GIS Senior Specialist	$ 185
GIS Specialist	$ 165
GIS Technician	$ 110
GIS Analyst I	$ 135
GIS Analyst II	$ 150
GIS Project Manager	$ 185
FAM Assistant Project Manager	$ 180
FAM Project Consultant I	$ 135
FAM Project Consultant II	$ 145
FAM Project Consultant III	$ 150
FAM Project Consultant IV	$ 155
FAM Senior Project Consultant I	$ 165
FAM Senior Project Consultant II	$ 170
FAM Project Manager	$ 185
FAM Director	$ 260
FAM Principal	$ 290
FAM Staff Professional I	$ 80
FAM Staff Professional II	$ 130
FAM Staff Professional III	$ 170
FAM Staff Professional IV	$ 215
FAM Senior Project Manager	$ 240
FAM Senior Technical Consultant	$ 275
Geomatics	
Geomatics CAD Technician I	$ 115
Geomatics CAD Technician II	$ 135
Geomatics CAD Technician III	$ 150
GIS Survey Technician I	$ 90
GIS Survey Technician II	$ 115
GIS Survey Technician III	$ 135
GIS Survey Lead	$ 150
Geomatics Project Manager I	$ 185
Geomatics Project Manager II	$ 200
Geomatics Project Manager III	$ 230
Geomatics Project Professional I	$ 165
Geomatics Project Professional II	$ 190
Geomatics Principal	$ 270
Geomatics Remote Sensing Crew I	$ 240
Geomatics Remote Sensing Crew II	$ 340
Geomatics Survey Crew I	$ 170
Geomatics Survey Crew II (2 Man)	$ 195
Geomatics Survey Crew III (3 Man)	$ 255
Geomatics Senior Manager	$ 240
Geomatics Survey Tech I	$ 70
Geomatics Survey Tech II	$ 105
Geomatics Survey Tech III	$ 135
Geomatics Survey Tech IV	$ 145
Geomatics Sr. Technical Consultant	$ 245
Geomatics SUE Crew 1	$ 195
Geomatics SUE Crew 2	$ 285
Project Coordinators	
Project Coordinator I	$ 105
Project Coordinator II	$ 125
Project Coordinator III	$ 135
Senior Project Coordinator	$ 145
Lead Project Coordinator	$ 155

Description	Rate
Environmental	
Environmental Technician I	$ 95
Environmental Technician II	$ 110
Environmental Technician III	$ 115
Environmental Senior Technician	$ 130
Environmental Project Geologist I	$ 165
Environmental Project Geologist II	$ 180
Environmental Project Geologist III	$ 210
Environmental Senior Project Geologist	$ 230
Environmental Assistant Project Manager	$ 180
Environmental Project Manager	$ 210
Environmental Senior Project Manager	$ 230
Environmental Director	$ 260
Environmental Project Engineer I	$ 165
Environmental Project Engineer II	$ 180
Environmental Project Engineer III	$ 210
Environmental Senior Project Engineer	$ 230
Environmental Principal	$ 285
Environmental Project Scientist I	$ 165
Environmental Project Scientist II	$ 180
Environmental Project Scientist III	$ 210
Environmental Senior Project Scientist	$ 230
Environmental Scientist I	$ 120
Environmental Scientist II	$ 145
Environmental Scientist III	$ 155
Environmental Geologist I	$ 120
Environmental Geologist II	$ 145
Environmental Geologist III	$ 155
Environmental Professional I	$ 120
Environmental Professional II	$ 145
Environmental Professional III	$ 155
Environmental Senior Technical Consultant	$ 255
Client Experience	
Client Experience Manager	$ 250
Administrative	
Administrative Assistant	$ 75
Administrative Assistant I	$ 95
Administrative Assistant II	$ 105
Administrative Assistant III	$ 115
Marketing Administration I	$ 105
Marketing Administration II	$ 125
Marketing Administration III	$ 135
Marketing Administration IV	$ 145
Marketing Administration V	$ 155
Director of Marketing	$ 165
Office Administration	$ 80
Office Administrator I	$ 135
Office Administrator II	$ 140
Office Administrator III	$ 145
Expenses	
Bond Prints (Per Sheet)	$ 1.75
Mylar Prints (Per Sheet)	$ 11.00
Mileage	Per IRS
Delivery – Project Specific (Distance & Priority)	
Subcontractor Fees (Markup)	1.15
Expenses / Reprod. / Permits (Markup)	1.15

Lincolnton NC

Near the City. Near the Mountains. Near Perfect.

Public Hearing
ZMA-2-2026

626 - 656 Center Drive
PIDs 93136, 93137, 00382 and 00406
City Council September 3, 2026

Applicant Request:

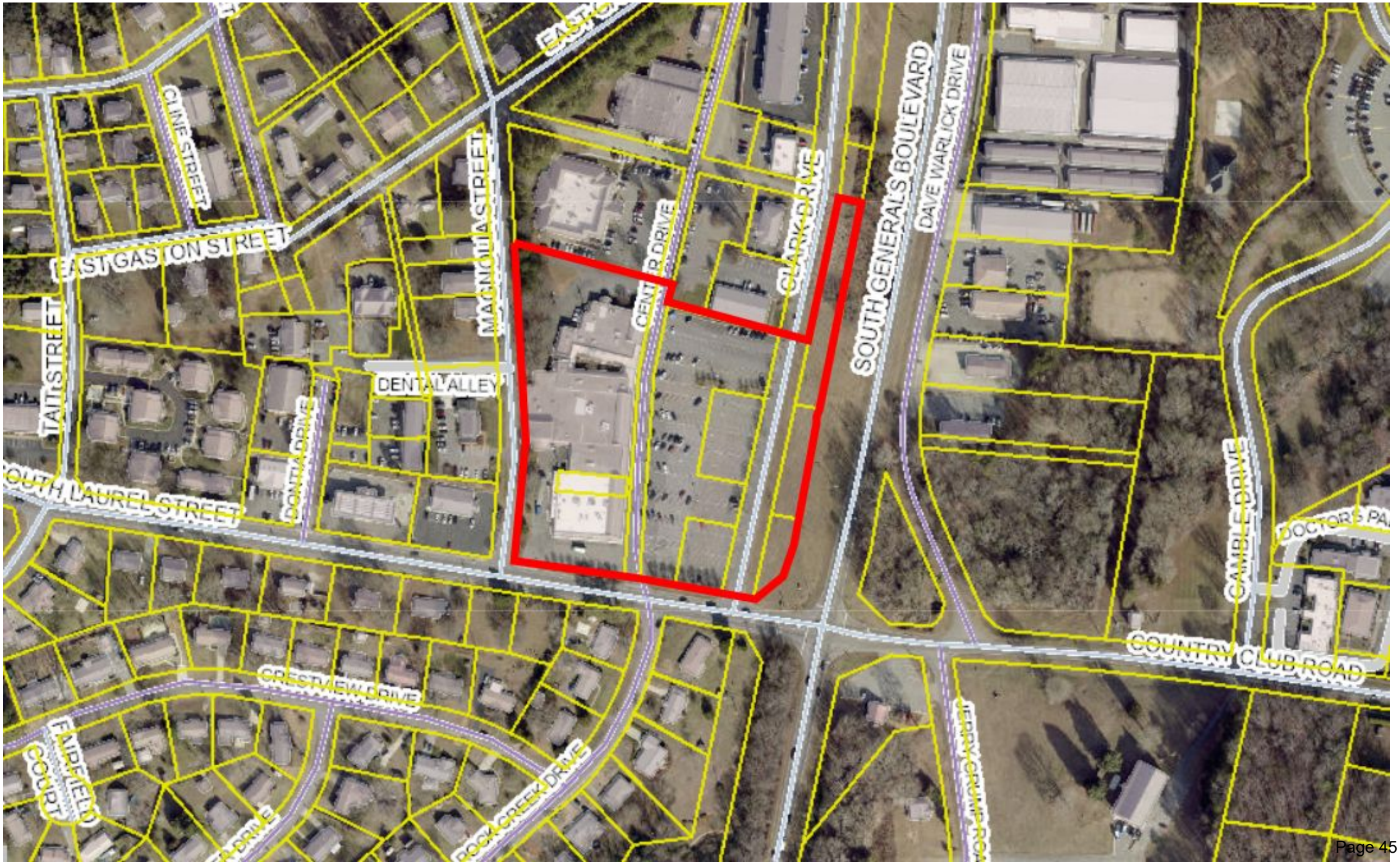
Rezone PIDs 93136, 93137, and 00382 and 00406
to General Business to have more permitted uses

Current Zoning:

Planned Business

Subject property is 54,904 SF strip mall built in 1966 prior to zoning.




EAST GASTON STREET
CLIME STREET
TAIT STREET
DENTAL ALLEY
SOUTH LAUREL STREET
CENTER DRIVE
CLARK DRIVE
SOUTH GENERALS BOULEVARD
DAVE WARLICK DRIVE
CAMBLE DRIVE
COUNTRY CLUB ROAD
CRESTVIEW DRIVE
ROCK CREEK DRIVE


DOLLAR GENERAL
S Generals Blvd
© 2026 Google


Center Dr


TOWN & COUNTRY
SHOPPING CENTER
DOLLAR TREE
DOLLAR GENERAL
THE DRUG STORE
cricket
LE NAILS

Additional Uses that would be allowed in General Business

Animal hospitals;	Hotel, inn or motel;
Auction houses, indoors only (excluding livestock auctions);	Locksmith;
Assembly hall, coliseum, ballroom and the like;	Manufactured home sales and service;
Automobile body shop;	Medical clinics;
Automobile garage, repair and service;	Mini-warehouse;
Automobile parking lot;	Motel;
Automobile service station;	Office supplies, stationary and office equipment shop;
Automobile, truck, and motorcycle sales and adjoined service/repair;	Pawn shops;
Bait and tackle shops;	Photo processing center;
Banks;	Photocopying and offset printing services;
Bowling alley, indoor skating rink and baseball batting range;	Publicly operated and/or commercial schools, providing training in any of the arts, sciences, trades or professions;
Broadcast studios but not transmission towers (see essential services Class III	Recording studios;
Boat sales lot;	Recycling depository;
Building materials store (with no outdoor storage);	Rental centers (party, medical, personal, furnishings and household items; tools and mechanized equipment; and construction and cleaning equipment, trucks, vans and moving equipment, autos and
Camper and recreational vehicle sales;	Restaurant, fast-food;
Churches;	Restaurant;
Day care centers;	Sign shop/sign painting;
Dry cleaning plant;	Smoke shop with prescribed standards:
Electric, plumbing, heating, ventilating and air conditioning supplies and equipment sales and service;	Skating rink; indoor/outdoor; and
Farm equipment sales and repair;	Upholstery, cabinet and woodworking shop;
Feed and seed store;	Shopping Centers, Class A and B
Film processing service;	Shopping centers, Class C provided the site is located a minimum of 100 feet from any residential use, 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;
Financial institutions;	Express fuel/mini-mart provided the site is located a minimum of 100 feet from any residential use, 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;
Fraternal and civic clubs (excluding adult establishments);	Shopping centers, Class C provided the site is located a minimum of 100 feet from any residential use, 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;
Funeral home;	Office buildings containing over 50,000 square feet of gross floor area 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;
Garden center, commercial greenhouses and horticultural nurseries;	Machining of metals shop (machine shop) not exceeding 10,000 square feet of gross floor area with no outdoor storage and with all activities conducted indoors, 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;
Golf courses (all types and miniature and/or driving range);	Postal and parcel service processing facility 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;
Government facilities (excluding jails, prisons and similar penal institutions);	Tavern provided the site is located a minimum of 100 feet from any residential use, 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.
Home improvements store (no outdoor storage);	

This shopping center is more suited to General Business zoning because it is not a permitted use in Planned Business. This will correct a nonconformity.

Planned Business

The purpose of this district is to promote orderly and aesthetic commercial development along major highways and entranceways in the Lincolnton area.

§ 153.116 P-B PLANNED BUSINESS DISTRICT.

(A) *Permitted uses.* The following uses shall be permitted by right.

(1) All uses permitted in § 153.113(A) of this chapter provided that the uses:

(a) Are limited to a maximum of 5,000 square feet of gross floor area;

(b) Contain only one principal building on the lot; and

(c) Contain no more than one principal use per principal building

(d) The limitations in § 153.116(A)(1)(a) through (c) above shall not apply to development sites located 200 feet or more from residential land uses located in residential zoning districts. - The shopping center is approximately 166 feet from residential uses.

General Business

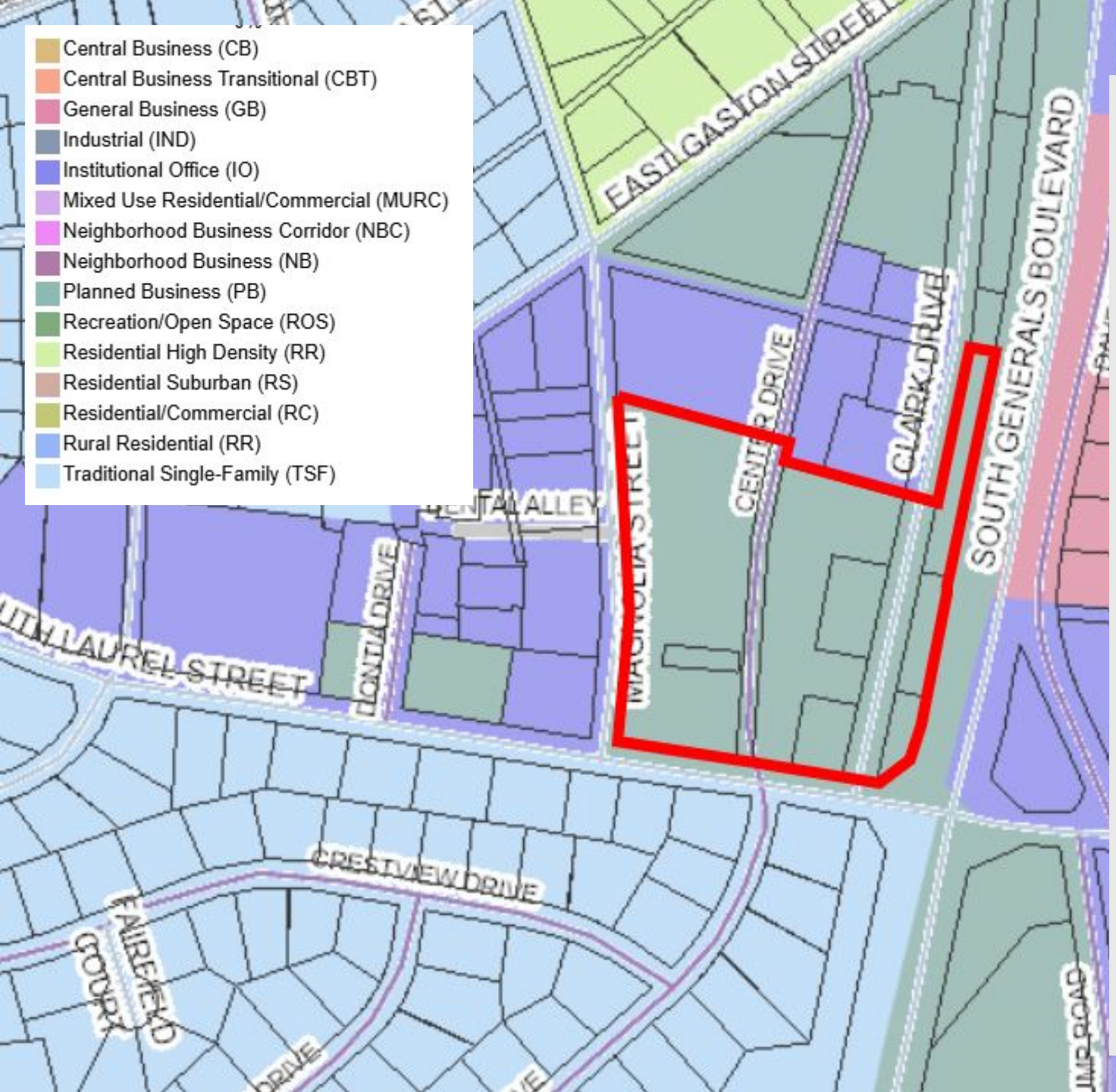
The purpose of this district is to provide an array of retail, wholesale and service uses to serve the entire community and with access to the uses being primarily by automobile. The districts are located along major arterial and collector streets.

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) *Retail uses.*

(b) Shopping centers, Class C provided the site is located a minimum of 100 feet from any residential use, 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;

DEFINITION OF SHOPPING CENTER, CLASS C: A shopping center which is designed to serve the entire community and has over 50,000 square feet of gross floor area.



Planned Business The large majority of commercial uses (outside Downtown Lincolnton) are likely to occur in planned business areas. Planned business areas are designed to be the City's "destination shopping areas." They encompass most larger shopping centers and commercial areas along the City's major corridors. "Power centers"- developments that contain a number of large retail outlets- are allowable only through a conditional rezoning and should be designed to ensure compatibility with surrounding areas.

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

This use does not conflict with the planning area and **no amendment to the Future Land Use Map is necessary.**

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

Case No. ZMA-2-2026
Applicant: TC Lincolnton
Parcel IDs: 93136, 93137, 00382 and 00406
Location: 626-658 Center Drive
Request: Rezone from PB to GB

Consistency with the Lincolnton Land Use Plan
The Lincolnton Land Use Plan designates this property as part of the Planned Business Planning Area. The proposed rezoning request is deemed consistent with the development policies of the Land Use Plan.

Why the Rezoning is Reasonable & Consistent
This rezoning from Planned Business (PB) to General Business (GB) is reasonable and in the public interest based on the following plan alignment objectives:

- Fulfills the Land Use Plan's strategic growth goals of increasing regional development potential and actively promoting commercial infill development on existing underutilized properties.
- The site has direct access to the City's main corridors.

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

Case No. ZMA-2-2026
Applicant: TC Lincolnton
Parcel IDs: 93136, 93137, 00382 and 00406
Location: 626-658 Center Drive
Request: Rezone from PB to GB

Proposed Consistency and Reasonableness Statement:

The Lincolnton Land Use Plan designates this property as part of the Planned Business Planning Area. The proposed rezoning request **is consistent** with the Lincolnton Land Use Plan.

This rezoning is not desirable for this area due to the additional permitted uses that would be allowed. Therefore, **denial of the proposed amendment is reasonable and in the public interest.**

Planning Board Vote:

Planning Board voted unanimously in favor of denying the rezoning.

Planning Board recommends the following actions for approval:

- Deny the rezoning of the property from Planned Business to General Business
- Approve the Statement of Consistency and Reasonableness for Denial of the Rezoning Request

MOTIONS FOR PUBLIC HEARING

For approval of the request:

- Motion to approve the rezoning of the property from Planned Business to General Business
- Approve the statement of consistency and reasonableness for approval of the rezoning request

For denial of request:

- Deny the request as recommended by Planning Board.

MEMO TO: Mayor and City Council

FROM: Planning Staff

SUBJECT: ZTA-3-2026 Application from Ashley Workman Stoffa requesting an amendment to Section 153.113, Central Business District (C-B), of the Unified Development Ordinance to allow Funeral Homes as a permitted use.

Hearing Date: September 3, 2026

Proposed use from applicant:

Add Funeral Homes as a permitted use in the Central Business District.

Background:

In 2017, the Downtown Steering Committee requested a change to the downtown (Central Business District) zoning regulations in order to change bail bonds services, check cashing establishments, gas stations, pawn shops, banks, and churches from permitted uses in the Central Business District to conditional uses. The amendment aimed to maintain the charm and character of downtown Lincolnton while better positioning it to attract more retail and restaurant uses, and potentially a microbrewery or tavern. In 2021, these uses were changed from a conditional use to a conditional zoning district as part of the 160D update to the Unified Development Ordinance.

Staff Analysis:

Our ordinance does not currently define funeral homes. However, they are permitted in the Office Institutional and General Business zoning districts.

Ordinance requirements for parking are as follows:

One space for each four seats in the chapel or chapels, plus two spaces for each three employees, plus one space for each vehicle used in the operation; in addition, off-street parking area shall be provided, on the site, to accommodate a minimum of 30 passenger vehicles for the purpose of forming a funeral procession; in the event that an on-site area is not available, the off-street area may be provided within 300 feet of the funeral home, as measured to the nearest property lines.

Considerations:

- The Central Business District does not require any off-street parking (meaning a parking lot). This conflicts with the parking requirements for a funeral home. This would need to be addressed in the text amendment.
- The potential site for the funeral home has 14 parking spaces. She can meet the parking requirements for employees and work vehicles. No traditional chapel is planned for this location. The site includes a room for private viewing, and the number of seats has yet to be determined. The main parking concern is that there may not be adequate space for a funeral procession.
- Under North Carolina General Statutes, professional services provided by morticians and undertakers are completely exempt from sales tax. No sales tax on embalming, cremation, counseling, transportation, and chapel viewings. Sales tax is applied to tangible merchandise like caskets, vaults, urns, and memorial stones.

Staff Proposal:

Staff does not favor approving a text amendment to add funeral homes as a permitted use in the Central Business District, given the history and intent of the changes to permitted uses to allow more space for retail and restaurants, combined with the lack of adequate parking.

However, if the Planning Board thinks Funeral Homes may be an appropriate use, Staff recommends the following:

- Add a definition for funeral homes and funeral homes, no crematorium to the ordinance, and add a Downtown Conditional District that would allow certain uses as conditional uses.
- Create a new UDO chapter for Downtown Conditional Zoning District
- Modify 153.031 Definitions
- Modify 153.093 and 153.316 to accommodate the new conditional zoning district and to clean up language.

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

Case No. ZTA-3-2026

Applicant: Ashley Stoffa and City of Lincolnton Planning Department

Request: ZTA-3-2026 - 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 because it does not conflict with the Plan's goals and objectives, and **its approval is reasonable and in the public interest**.

CONSISTENT: It updates the regulatory language to align with current procedures and best practices, addresses the City's current needs, and provides additional guidance to help citizens understand the regulations.

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

Case No. ZTA-3-2026

Applicant: Ashley Stoffa and City of Lincolnton Planning Department

Request: ZTA-3-2026 - Zoning Text Amendments to Chapter 153 Unified Development Ordinance

Proposed Consistency Statement:

The proposed amendment is **consistent** with the adopted Lincolnton Land Use Plan because it does not conflict with the Plan's goals and objectives; however, the Central Business District should be reserved for more retail and restaurant uses.

Planning Board Vote:

Planning Board voted 4-1 in favor of approving the text amendment.

Planning Board Recommendation:

- Approve ZTA-3-2026 as written
- Approve the Statement of Consistency for Approval

Motions:

Motion to approve with Planning Board recommendations

Or

Motion to deny ZTA-3-2026
Motion to approve the Statement of Consistency for Denial

PROPOSED:

§ 153.031 DEFINITIONS OF SPECIFIC TERMS AND WORDS.

Funeral Home: a facility engaged in undertaking services, preparing human remains for burial or cremation, and hosting viewing services, informal gatherings, or funeral ceremonies.

Funeral Home, no crematorium: a facility engaged in undertaking services, preparing human remains for burial without using cremation, and hosting viewing services, informal gatherings, or funeral ceremonies.

CURRENT:

§ 153.093 CONDITIONAL DISTRICTS.

(A) A conditional district allows particular uses to be established only in accordance with specific standards and conditions pertaining to each individual development project. Some land uses are of such a nature or scale that they have significant impacts on both the immediately surrounding area and on the entire community, which cannot be predetermined and controlled by general district standards. There are also circumstances in which a general district designation allowing such a use by right would not be appropriate for a particular property even though the use itself could, if properly planned, be appropriate for the property consistent with the objectives of these regulations and the adopted Land Use Plan. The review process established in this Part provides for the accommodation of such uses by a reclassification of property into a conditional district, subject to specific conditions, which ensure compatibility of the use with the use and enjoyment of neighboring properties.

(B) Conditional zoning districts are zoning districts in which the development and use of the property is subject to predetermined ordinance standards and the rules, regulations, and conditions imposed as part of the legislative decision creating the district and applying it to the particular property. The following zoning district categories are conditional zoning districts:

(1) Parallel conditional zoning districts. A parallel conditional zoning district is a conditional zoning district in which the potential permitted use or uses are, except as limited by the conditions imposed on the district, of the same character or type as the use or uses permitted in a general district having a parallel designation or name. Following the approval of a petition for a parallel conditional district, the subject property shall be identified on the Zoning Maps by the appropriate district designation. A parallel conditional district shall be identified by the same designation as the corresponding general district followed by the letters "CD" (for example "G-B(CD)").

(2) Conditional zoning districts as identified in §§ 153.123 through 153.129:

(a) Planned Residential District;

(b) Planned Unit Development District;

(c) Traditional Neighborhood Development;

(d) Transitional Infill Development District;

(e) Manufactured Home Park District; and

(f) Commercial Center District.

(3) The conditional zoning districts allow for the establishment of certain uses, which, because of their nature or scale, have particular impacts on both the immediate area and the community as a whole. The development of these uses cannot be predetermined or

153.129.1 Downtown Conditional District

(A) *Purpose.* To allow certain uses within the downtown area on a conditional basis.
(B) *Applicability.* Properties currently located within the Central Business & Central Business Transitional Districts.
(C) *Procedure*. A request for rezoning to the DC district may be approved by the City Council subject to §§ 153.315 *Amendments to Text and Map* and 153.316 *Additional Provisions Pertaining to Conditional Zoning Amendments* and only after having first been reviewed by the Planning Board.
(D) *Permitted uses*.
a. Churches
b. Funeral Homes, no crematorium
c. Banks, financial institutions
d. Bed and Breakfast
e. Shopping Centers, Classes A
f. Daycare Centers
g. Event Centers
(E) *Yard requirements.*
a. Minimum lot size: none.
b. Minimum lot width: none.
c. Minimum front yard setback: none.
d. Minimum side yard setback: none except 10 feet shall be required on all corner lots and 20 feet on side yards that abut any Residential (R) District.
e. Minimum rear yard setback: none except 20 feet shall be required on all lots whose rear yard abuts any Residential (R) District.
f. Maximum building height: 40 feet except as permitted in § 153.054 of this chapter.
g. Minimum build to lines: the fronts of all new commercial buildings shall be constructed at the minimum front and side setback lines.
h. Where new structures are constructed adjacent to existing sidewalks, an expansion joint shall be placed between the structures and the sidewalk.
(F) *Screening and landscaping.*
a. Screening when required by § 153.046(A) of this chapter, shall be installed pursuant to § 153.046 of this chapter.
b. When off-street parking is provided, landscaping shall be installed, as applicable, pursuant to § 153.047(B) of this chapter.
(G) Off-street parking and loading.
a. All off-street parking and loading requirements as prescribed in §§ 153.185 through 153.188 of this chapter.
(H) Signs.
a. Must follow the regulations applicable to the CB & CBT Districts in sections §§ 153.160 through 153.174.
(I) *Other. Additional development standards pertaining to the CB District, see § 153.074*

controlled by general district standards. In order to accommodate these uses, this chapter establishes specific development standards for these uses intended to protect existing developed areas. The permitted uses and development standards are contained within each district. Each of the conditional zoning districts requires submittal of a site plan as part of the application review process. In addition, each of the conditional zoning districts is subject to approval by City Council in order to be established.

(Ord. passed - -)

PROPOSED:

§ 153.093 CONDITIONAL DISTRICTS.

A conditional zoning district is a custom land-use classification created through a legislative process in which the development of a specific property is bound to unique, site-specific rules, conditions, and master plans agreed upon by the property owner and the local government.

Key Characteristics:

1. Customized Rules: Unlike standard general-use zones that apply uniform rules to broad areas, conditional districts feature rules tailored specifically to one site and its immediate surroundings.
2. Voluntary Agreement: The property owner must request the rezoning classification and consent in writing to all attached conditions.
3. Legislative Process: Conditional Districts are established in accordance with the procedures set forth in § 153.315 *Amendments to Text and Map* and §153.316 *Additional Provisions Pertaining to Conditional Zoning Amendments* of this chapter.
4. Site-Specific Rules: Development must follow a precise site plan and tailored rules that address compatibility.
5. Impact Mitigation: Conditions are strictly tied to addressing the project's practical local impacts, such as traffic, layout design, or environmental safeguards.

Types of Conditional Districts:

General Conditional Zoning Districts as identified in §153.123 through §153.129.1:

(a) Planned Residential District

(b) Planned Unit Development District

(c) Traditional Neighborhood Development

(d) Transitional Infill Development District

(e) Manufactured Home Park District

(f) Commercial Center District

(g) Downtown Conditional District

Parallel Conditional Zoning Districts:

A parallel conditional zoning district is a customized zoning district that directly mirrors a standard, general-use base zoning district identified in §153.105 through §153.117.1

a. Base District Counterpart: Every parallel conditional district links directly to an existing conventional zone (such as a residential or highway-commercial district). A parallel conditional district shall be identified by the same designation as the corresponding general district followed by the letters "CD" (for example, "G-B(CD)")

2. Permitted Uses: Allowed uses match the base district, except when the approved conditions alter them (like extra buffers or limited hours).

CURRENT:

§ 153.316 ADDITIONAL PROVISIONS PERTAINING TO CONDITIONAL ZONING AMENDMENTS.

The procedures in this section exist to supplement the procedures set forth in § 153.315 of this chapter, to clarify special requirements for conditional rezonings.

(A) Purpose. The conditional rezoning process allows particular uses to be established, but only in accordance with a specific development project. Some land uses are of a nature or scale that they have significant impacts on both the immediate surrounding area and/or on the entire community that cannot be predetermined and controlled by general district standards or the criteria governing planned developments. There are also circumstances in which a general district designation allowing a use by right would not be appropriate for a particular property even though the use itself could, if properly planned, be appropriate for the property and be consistent with the objectives of these regulations, the adopted land use plan, and other plans for the physical development of the city as adopted by the City Council. Property may be placed in a conditional district only in response to a petition by all owners of the property to be included. The review process established herein provides for the accommodation of the uses by a reclassification of property into a conditional district approval process is also established to address those situations when a particular use may be acceptable but the general zoning districts which would allow that use would not be acceptable.

(B) Reclassification required prior to development.

(1) In order for a property owner to secure privileges for developing property under the conditional district process, the property must first be rezoned by the City Council to a conditional district. Specific conditions may be proposed by the petitioner or the city, but only those conditions approved by the city and consented to by the petitioner in writing may be incorporated into the zoning regulations. Conditions and site-specific standards imposed in a conditional district shall be limited to those that address the conformance of the development and use of the site to local government ordinances, the land use plan or the impacts reasonably expected to be generated by the development or use of the site. Any use permitted under this process must also conform to the development regulations for the corresponding general zoning district.

(2) Thus, if a property were rezoned to an NB(CD), that use must:

(a) Be a use allowed in the NB District; and

(b) Meet all dimensional, screening and related requirements of the NB District.

(3) Rezoning of property to a conditional district is a voluntary procedure on the part of the property owner and is intended for firm development proposals. It is not intended or suited for securing early zoning for tentative proposals that may not be undertaken for some time. No conditional district shall be established until the owner(s) of the property(ies) in question (or his or her authorized agent) proposing the district has

submitted an application for the rezoning of the property and the City Council has approved the application in accordance with the procedures stated herein.

(C) Plans and other information to accompany petition. Every application for the rezoning of property to a conditional district shall be accompanied by a site plan, drawn to scale, and any necessary supporting information together which conform to all the requirements set forth in division (D) below and when requested, the additional information that may be required pursuant to division (A) above.

(D) Submittal to the Administrator.

(1) Submittal to the Administrator of an application for a conditional district rezoning shall be in accordance with the schedule set forth in § 153.315(D) of this chapter.

(2) The application for a conditional zoning amendment can only be initiated by the property owner/owners.

(E) Procedures. The procedures for requesting rezoning to a conditional district shall be as follows:

(1) 3 copies and a digital version of a completed written application for a conditional district shall be filed with the Administrator. The application shall be submitted on official forms provided by the Administrator and shall be accompanied by the following items:

(a) A scaled boundary survey showing the total acreage, and present zoning classifications for the property(ies) for which the conditional district is sought, date and north arrow. On this survey shall be sketched the information required by this section;

(b) All existing easements, rights-of-way and required setbacks for the lot(s) for which the conditional district is sought;

(c) Proposed use, size, layout and setbacks of all proposed structures and proposed uses of land. For residential uses this shall include the number of units and an outline of the area where all principal and accessory structures will be located. For nonresidential uses, this shall include the approximate gross floor areas of all structures and an outline of the area where the structures will be located;

(d) Traffic, parking and circulation plans, showing the proposed locations and arrangement of parking spaces and access points to adjacent streets;

(e) Landscape plan showing proposed screening and landscaping, including location of walls, fences, berms and natural plantings as well as treatment of any existing natural features within the site;

(f) Delineation of areas within the regulatory floodplain as shown on the official flood hazard boundary maps;

(g) Proposed number, size, type and location of freestanding signs;

(h) Proposed phasing, if any, and approximate completion time of the project;

(i) The owner's names and addresses, tax parcel numbers and existing land use(s) of all adjoining properties;

(j) A sketch vicinity map with north arrow shall be included showing the relationship between the proposed use and surrounding area; and

(k) Other information as the Planning Board may request as provided for in division (F) below.

(2) No application shall be considered complete unless it contains or is accompanied by all items listed in this section of this chapter and a fee, in accordance with a fee schedule approved by the City Council for the submittal of conditional district applications.

(3) The Planning Board shall consider no application unless it has been properly completed and submitted to the Administrator, or his or her designee, by the application deadline on the city's website, to be reviewed at the meetings corresponding to the schedule. In no case shall the meeting at which the Planning Board initially reviews the application occur greater than 60 days after the required number of copies of the completed application have been submitted by the applicant to the Administrator.

(4) If the conditional district application is for a property located within an HO-Historic Overlay District the Administrator shall, upon his or her receipt of the application, promptly notify the chairperson of the Historic District Commission and submit copies of the application to the Historic District Commission in order that the Historic District Commission may review and make a recommendation on the application in accordance with § 153.122(G) of this chapter.

(5) The Planning Board shall have a maximum of 45 days from the date at which it initially met to review the application to submit its recommendation to the City Council. If a recommendation is not made during the 45-day period, the application shall be forwarded to the City Council without a recommendation.

(6) (a) When dealing with the conditional district process and with the rezoning of properties to a conditional district, it may be necessary to request information in addition to that listed in this division in order to evaluate a proposed use and its relationship to the surrounding area. Therefore, the Planning Board (and/or City Council) may request additional information of the applicant, as it deems necessary.

(b) A request for additional information shall stay any further consideration of the application by the Planning Board or City Council. This information may include (but not be limited to) the following:

1. Permanent and construction phase plans for the control of sedimentation and erosion control (for projects subject to State Sedimentation Pollution Control Act) and plans for the control of stormwater drainage and run-off;

2. Existing and proposed topography at 4-foot contour intervals or less;

3. The existing and proposed location of all water and sewer lines and fire hydrants intended to serve the proposed development;

4. Proposed number, type and location of signs; and

5. A traffic impact study of the proposed development prepared by a qualified transportation or traffic engineer or planner. The traffic impact study shall include the following information:

a. Existing traffic conditions within the study area boundary;

b. The distribution of existing and proposed trips through the street network;

c. Analyses of the capacities of intersections located within the study area boundary;

d. Recommendations for improvements designed to mitigate traffic impacts and to enhance pedestrian access to the development from the public right-of-way;

e. Other pertinent information, including but not limited to noise, and impacts on air quality and other natural resources; and

f. Traffic volumes generated by the existing and proposed development on the parcel, including the morning peak, afternoon or evening peak and average daily traffic levels.

(F) City Council decision.

(1) Public hearing. Once a recommendation has been received from the Planning Board, or the 45-day Planning Board review period has expired, the City Council shall hold (after notice) a public hearing concerning the application for a conditional district.

(2) Special conditions and conditional district. Specific conditions may be proposed by the petitioner or the city, but only those conditions mutually approved by the city and the petitioner may be incorporated into the zoning regulations. Conditions and site-specific standards imposed in a conditional district shall be limited to those that address the conformance of the development and use of the site to local government ordinances, the land use plan, or the impacts reasonably expected to be generated by the development or use of the site. Prior to approval of a conditional district rezoning, the application shall be subject to all of the procedures and hearing as set forth in divisions (E) and (F) of this section.

(G) Effect of approval.

(1) If a petition for a conditional district rezoning is approved under this subchapter, the conditional district that is established and all conditions which may have been attached to the approval are binding on the property as an amendment to these regulations and to the zoning map. All subsequent development and use of the property shall be in accordance with the standards for the approved conditional district and all conditions attached to the approval.

(2) Following the approval of the petition for a parallel conditional district, the subject property shall be identified on the zoning map by the appropriate district designation. A parallel conditional district shall be identified by the same designation as the corresponding general zoning district followed by the letters CD (for example, “NB(CD)”.

(3) Following the approval of the petition for a conditional district as identified in §§ 153.123 through 153.129, the subject property shall be identified on the zoning map by the appropriate district designation (PRD, PUD, TND, TID, MHP, or CC).

(H) Alterations to approval.

(1) Except as provided in(I) below, changes to the approved conditional district or to the conditions attached to the approval shall be treated the same as amendments to these regulations or to the zoning map and shall be processed in accordance with the procedures in this subchapter.

(2) Minor changes in the detail of the approved conditional district that are in accordance with division (J) below may be made with the approval of the Administrator. If multiple parcels of land are subject to a conditional district, the owners of individual parcels may apply for modification of the conditions so long as the modification would not result in other properties failing to meet the terms of the conditions. Any modifications approved shall only be applicable to those properties whose owners petition for the modification.

(I) Change in conditional district. Once a petition for rezoning to a conditional district has been approved by the City Council, any request to materially change (any change not authorized by division (J)) the conditional district may only be made by the property owner or his or her authorized agent only after a public hearing has been duly advertised and held in accordance with §§ 153.315 and 153.316 of this chapter. Any amendment to the conditional district shall also be subject to the same considerations as set forth in § 153.315(F) of this chapter.

(J) Binding effect.

(1) Any conditional district so authorized shall be perpetually binding to the property unless subsequently changed or amended by the City Council.

(2) However, minor changes in the detail of the approved plan which:

(a) Will not alter the basic relationship of the proposed development to adjacent property;

(b) Will not alter the uses permitted or increase the density or intensity of development; and

(c) Will not decrease the off-street parking ratio or reduce the yards provided at the periphery of the site may be made with the approval of the Administrator.

(3) The changes shall not be deemed to materially change the conditional district.

(4) An increase in building size not to exceed 10% of the existing floor area on the site or 1,000 square feet of gross floor area on the entire site, whichever is less, and provided the expansion does not violate any of the standards of this chapter, shall be deemed a minor change as described in this chapter.

(K) Certificate of occupancy. No certificate of occupancy shall be issued for any building or land use on a piece of property which has been rezoned to a conditional district unless the building is constructed or used, or the land is developed or used, in conformity with the conditional district approved by the City Council. In the event that only a segment of a proposed development has been approved, the certificate of occupancy shall be issued only for that portion of the development constructed or used as approved.

(L) Change in conditional district. Any request to materially change (a change other than a minor change as set forth in division (J)) the conditional district once it has been issued by the City Council shall first be reviewed by the Planning Board in accordance with §§ 153.315 and 153.316 of this chapter. The City Council may thereafter change or amend any previously approved conditional district, only after having held a public hearing. Notice of the public hearing shall be in accordance with § 153.315 of this chapter. Amendment by the City Council of a previously issued conditional district shall be subject to the same considerations as provided for in §§ 153.315 and 153.316 of this chapter.

(M) Review of approval of conditional zoning district. It is intended that property be reclassified to a conditional district only in the event of firm plans to develop the property. Therefore, no sooner than five years after the date of approval of the petition, the Administrator will examine the progress made toward developing the property in accordance with the approved petition and any conditions attached to the approval. If the Administrator determines that progress has not been made in accordance with the approved petition and conditions, the Administrator shall forward to the City Council a report, which may recommend that the property be classified to another district.

(Prior UDO, § 20.2) (Ord. passed - - ; Ord. O-5-2024, passed 6-6-2024; Ord. ZTA-1-2026, passed 6-4-2026) Penalty, see § 153.999

Cross-reference:

Landscaping, see § 153.047

Screening, see § 153.046

PROPOSED:

§ 153.316 ADDITIONAL PROVISIONS PERTAINING TO CONDITIONAL ZONING AMENDMENTS.

(A) *Purpose*. The conditional rezoning process allows particular uses to be established, but only in accordance with a specific development project and to address situations where a particular land use would be consistent with the objectives of these regulations, the adopted land use plan, and other plans for the physical development of the city as adopted by the City Council. Conditional districts are primarily intended when a particular use or uses can, with tailored conditions, safeguard adjacent land uses and can create more orderly development to benefit all affected parties and the community. It is intended only for firm development proposals and should not be used for tentative projects without definitive plans.

(B) Applicability

(1) Rezoning of property to a conditional district is a voluntary procedure on the part of the property owner and is intended for firm development proposals. It is not intended or suited for securing early zoning for tentative proposals that may not be undertaken for some time.

(2) No conditional district shall be established until the owner(s) of the property(ies) in question (or his or her authorized agent) proposing the district has submitted an application for the rezoning of the property and the City Council has approved the application in accordance with the procedures stated herein.

(C) Conditions

(1) Specific conditions may be proposed by the petitioner or the city, but only those conditions approved by the city and consented to by the petitioner in writing may be incorporated into the zoning regulations.

(2) Conditions and site-specific standards imposed in a conditional district shall be limited to those that address the conformance of the development and use of the site to local government ordinances, the land use plan, or the impacts reasonably expected to be generated by the development or use of the site. Any use permitted under this process must also conform to the development regulations for the corresponding general zoning district.

(D) Procedures.

(1) Sketch Plan. After a sketch plan has been reviewed and approved by the TRC, a formal submission may be submitted.

(2) Formal Submission. To be considered, the following is required to be submitted to the Administrator by the adopted deadline schedule:

(a) A completed application for a conditional district. The application shall be submitted on the official forms provided by the Administrator, along with signed Owner Consent forms for each owner.

(b) 3 copies and a digital version of a site plan, and any necessary supporting information together which conform to all the

requirements set forth below and, when requested, the additional information that may be required by the TRC.

1. A scaled boundary survey showing:
2. The total acreage, and present zoning classifications for the property(ies) for which the conditional district is sought, date, north arrow, and sketch vicinity map;
3. Title block containing development name, name of owner, date or dates plan was prepared, a scale drawing in feet per inch listed in words or figures, and the name of the applicant;
4. The names, addresses, and telephone numbers of all owners, registered land surveyors, land planners, architects, landscape architects, and professional engineers responsible for the proposed development;
5. The registration numbers and seals of the professional engineers, land surveyors, and/or architects;
6. On this survey shall be sketched the information required by this section;
7. Proposed use, size, layout, and setbacks of all proposed structures and proposed uses of land.
    a. For residential uses, this shall include the number of units and an outline of the area where all principal and accessory structures will be located.
    b. For nonresidential uses, this shall include the approximate gross floor areas of all structures and an outline of the area where the structures will be located;
8. Average calculations for the entire proposed development, for each proposed division of land within the development, for each phase of the development, and by general land use within each phase;
9. Proposed phasing, if any, and approximate completion time of the project;
10. The location and dimensions of existing and proposed utilities, rights-of-way, and easements;
11. The names of owners of adjoining properties;
12. Traffic, parking, and circulation plans, showing the proposed number, locations, and arrangement of parking spaces and access points to adjacent streets;
13. For all proposed public streets and private streets proposed within or adjoining the development, the following information:
    a. Rights-of-way, location and dimensions;
    b. Pavement widths;
    c. Approximate grades;
    d. Design engineering data for all corners and curves;
    e. Typical street cross-sections; and

f. Road names and whether to be public or private.

14. Landscape plan showing proposed screening and landscaping, including location of walls, fences, berms, and natural plantings as well as treatment of any existing natural features within the site;
15. Location and proposed use of any existing wooded areas within the development site;
16. Existing and proposed topography at minimum 2-foot elevation intervals;
17. Marshes, swamps, rock outcrops, ponds or lakes, streams or stream beds, and any other natural features affecting the site;
18. Delineation of areas within the regulatory floodplain as shown on the official flood hazard boundary maps;
19. Watershed information and impervious area calculations (if applicable).
20. Other information as the Planning Board may request as provided for in division (E) below.

(c) No application shall be considered complete unless it contains or is accompanied by all items listed in this section of this chapter and a fee, in accordance with a fee schedule approved by the City Council for the submittal of conditional district applications.

(E) *Hearing.* Submittal to the Administrator of an application for a conditional district rezoning shall be in accordance with the schedule set forth in § 153.315(D) of this chapter.

(1) When dealing with the conditional district process and with the rezoning of properties to a conditional district, it may be necessary to request information in addition to that listed in this division in order to evaluate a proposed use and its relationship to the surrounding area. Therefore, the Planning Board (and/or City Council) may request additional information of the applicant, as it deems necessary.

(2) A request for additional information shall stay any further consideration of the application by the Planning Board or City Council. This information may include (but not be limited to) the following:

(a) Permanent and construction phase plans for the control of sedimentation and erosion control (for projects subject to the State Sedimentation Pollution Control Act) and plans for the control of stormwater drainage and run-off;

(b) Existing and proposed topography at 4-foot contour intervals or less;

(c) A traffic impact study of the proposed development prepared by a qualified transportation or traffic engineer or planner. The traffic impact study shall include the following information:

1. Existing traffic conditions within the study area boundary;

2. The distribution of existing and proposed trips through the street network;
3. Analyses of the capacities of intersections located within the study area boundary;
4. Recommendations for improvements designed to mitigate traffic impacts and to enhance pedestrian access to the development from the public right-of-way;
5. Other pertinent information, including but not limited to noise, and impacts on air quality and other natural resources; and
6. Traffic volumes generated by the existing and proposed development on the parcel, including the morning peak, afternoon or evening peak, and average daily traffic levels.

(F) *Special conditions and conditional district.* Specific conditions may be proposed by the petitioner or the city, but only those conditions mutually approved by the city and the petitioner may be incorporated into the zoning regulations. Conditions and site-specific standards imposed in a conditional district shall be limited to those that address the conformance of the development and use of the site to local government ordinances, the land use plan, or the impacts reasonably expected to be generated by the development or use of the site.

(G) *Effect of approval.*

(1) If a petition for a conditional district rezoning is approved under this subchapter, the conditional district established and all conditions attached to the approval are binding on the property as an amendment to these regulations and the zoning map. All subsequent development and use of the property shall be in accordance with the standards for the approved conditional district and all conditions attached to the approval.

(2) Following the approval of the petition for a parallel conditional district, the subject property shall be identified on the zoning map by the appropriate district designation. A parallel conditional district shall be identified by the same designation as the corresponding general zoning district followed by the letters CD (for example, “NB(CD)”.

(3) Following the approval of the petition for a conditional district as identified in §§ 153.123 through 153.129.1, the subject property shall be identified on the zoning map by the appropriate district designation.

(H) *Alterations to approval.*

(1) Except as provided in (I) below, changes to the approved conditional district or to the conditions attached to the approval shall be treated the same as amendments to these regulations or to the zoning map and shall be processed in accordance with the procedures in this subchapter.

(2) Minor changes to the details of the approved conditional district that are in accordance with division (J) below may be made with the Administrator's approval. If multiple parcels of land are subject to a conditional district, the owners of individual parcels may apply to modify the conditions, provided the modification would not cause other properties to fail to meet the conditions. Any modifications approved shall only be applicable to those properties whose owners petition for the modification.

(I) *Change in conditional district.* Once a petition for rezoning to a conditional district has been approved by the City Council, any request to materially change (any change not authorized by division (I)) the conditional district may only be made by the property owner or his or her authorized agent only after a public hearing has been duly advertised and held in accordance with § 153.315 and 153.316 of this chapter. Any amendment to the conditional district shall also be subject to the same considerations as set forth in § 153.315(F) of this chapter.

(II) *Binding effect.*

(1) Any conditional district so authorized shall be perpetually binding to the property unless subsequently changed or amended by the City Council.

(2) However, minor changes in the detail of the approved plan which:

(a) Will not alter the basic relationship of the proposed development to adjacent property

(b) Will not alter the uses permitted or increase the density or intensity of development

(c) Will not decrease the off-street parking ratio, or reduce the yards provided at the periphery of the site

(d) The changes shall not be deemed to materially change the conditional district

(e) An increase in building size not to exceed 10% of the existing floor area on the site or 1,000 square feet of gross floor area on the entire site, whichever is less, and provided the expansion does not violate any of the standards of this chapter, shall be deemed a minor change as described in this chapter.

(III) *Certificate of occupancy.* No certificate of occupancy shall be issued for any building or land use on a piece of property which has been rezoned to a conditional district unless the building is constructed or used, or the land is developed or used, in conformity with the conditional district approved by the City Council. In the event that only a segment of a proposed development has been approved, the certificate of occupancy shall be issued only for that portion of the development constructed or used as approved.

(IV) *Review of approval of conditional zoning district.* It is intended that property be reclassified to a conditional district only in the event of firm plans to develop the property. Therefore, no sooner than five years after the date of approval of the petition, the Administrator will examine the progress made toward developing the property in accordance with the approved petition and any conditions attached to the approval. If the Administrator determines that progress has not been made in accordance with the approved petition and conditions, the Administrator shall forward to the City Council a report, which may recommend that the property be classified to another district.

(Prior UDO, § 20.2) (Ord. passed - - ; Ord. O-5-2024, passed 6-6-2024; Ord. ZTA-1-2026, passed 6-4-2026) Penalty, see § 153.999

Cross-reference:
LANDSCAPING, see § 153.047

SCREENING, see § 153.046
WATERSHED WATER SUPPLY, see §153.127
OFF-STREET PARKING AND LOADING REQUIREMENTS, see §153.185 - §153.188

MEMO TO: **Mayor and City Council Members**

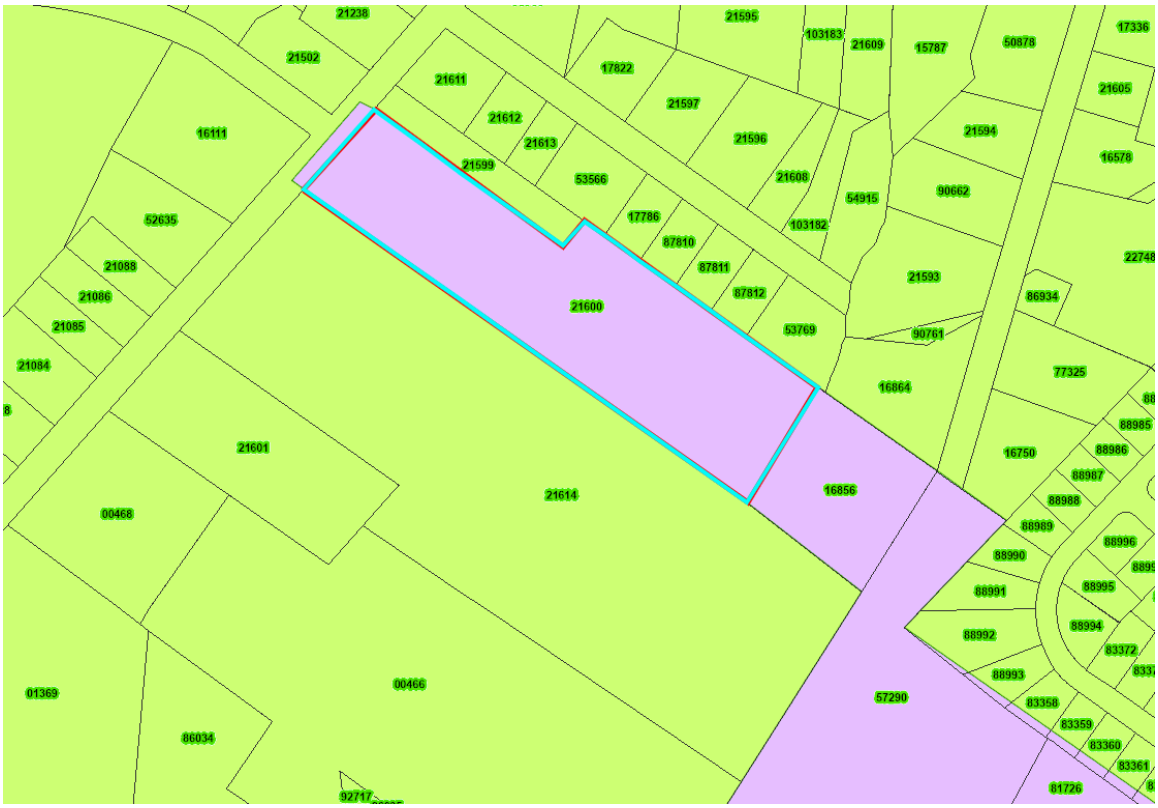
FROM: **Planning Department**

SUBJECT: **ANX-2-2026 -** Petition Received Under NCGS 160A-31 concerning property located at 2350 N. Aspen (Parcel ID 21600)

DATE: **September 3, 2026**

BACKGROUND

Judy Jones is seeking a contiguous annexation for approximately 6.022 acres of land situated on N. Aspen Street, identified as Parcel ID 21600. This property is directly adjacent to the existing city limits, as illustrated on the map below.

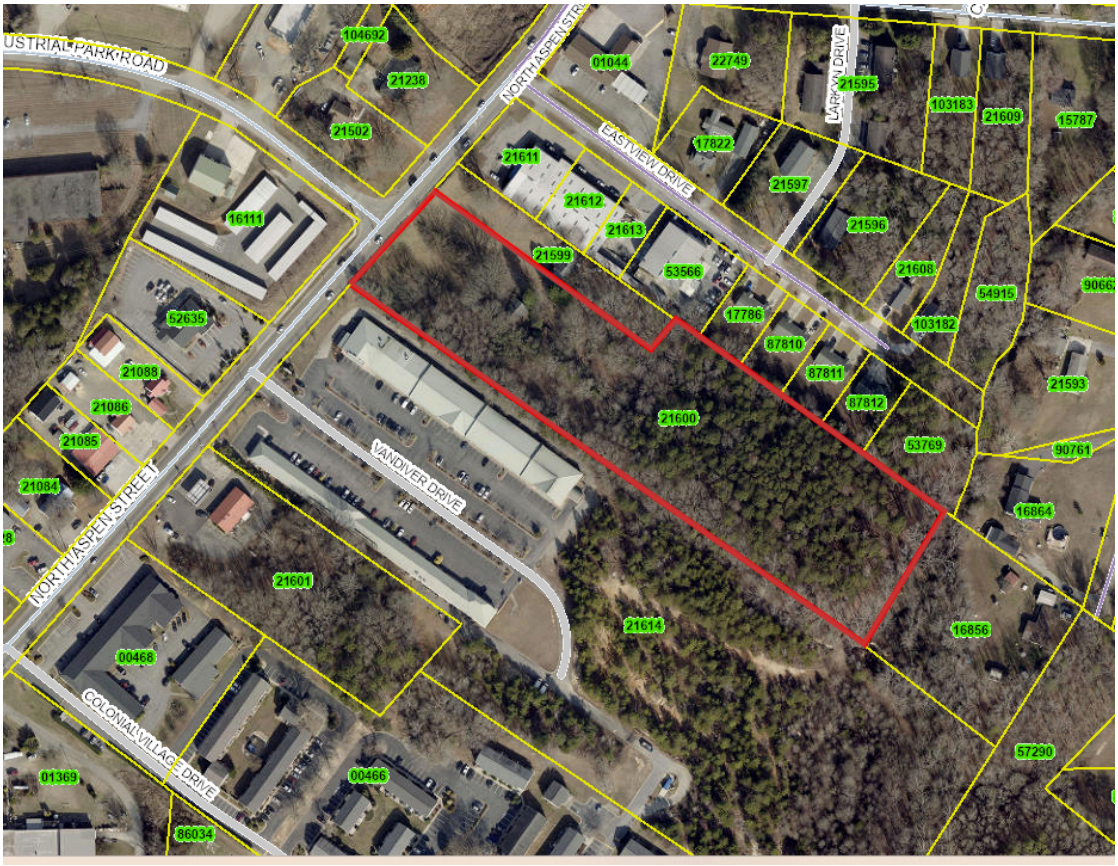


City limits in green
ETJ in purple

Street view



Aerial showing location



Staff Evaluation & Statutory Findings

- **Contiguity:** The subject property directly abuts the existing municipal corporate boundary along three property lines, satisfying the contiguous requirement.
- **Sufficiency of Petition:** The City Clerk examined the petition and certified that it is signed by 100% of the resident property owners within the area requested for annexation.
- **Zoning & Land Use:** The property lies within the city's Extra-Territorial Jurisdiction (ETJ) and is consistent with the adopted Comprehensive Land Use Plan designation for commercial transition.
- **Reason for Request:** The applicant seeks annexation to connect to municipal water and sanitary sewer infrastructure.

Municipal Services Plan

- **Police Protection:** The City Police Department will extend regular patrol and emergency response services upon the effective date.
- **Fire Protection:** The City Fire Department will provide fire suppression and rescue services; the site is calculated to be within acceptable response time zones.
- **Solid Waste Collection:** The City does not provide solid waste services to private roads. A private solid waste provider would be required.
- **Water and Sewer:** City water mains are located on N. Aspen at the front of the property and wastewater mains are located to the rear of the property. The developer will complete extension of service lines at its sole expense in accordance with utility specifications.
- **Streets and Maintenance:** The homeowners association of the proposed development will maintain the private street and interior private sidewalks. N. Aspen is maintained by NCDOT, and the sidewalks on N. Aspen would be maintained by the City of Lincolnton.

Voting District

If annexed, the property will be added to Ward Four.

Projected Costs To The City With Annexation

If the City annexes the property as requested, the City's cost should be minimal for the following reasons:

- The site is adjacent to city limits, so the additional cost to the city for provision of police and fire protection should be minimal,
- The developer will be responsible for the costs of extending city water and sewer to the site,
- The City will not be providing trash pickup.

Conclusions

Based on the information we have gathered, costs to the City should be minimal if this property is annexed. When fully developed, anticipated property tax revenues will be significantly more than the existing value of the primarily vacant property.

Staff Recommendation

Staff recommends that the City Council adopt the Ordinance to Extend Corporate Limits of the City of Lincolnton at the conclusion of the scheduled public hearing, with an effective date of September 3, 2026.

Motions

Motion to approve the Ordinance to Extend Corporate Limits of The City of Lincolnton

Or

Motion to deny

ORDINANCE NO. _____

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF LINCOLNTON

WHEREAS, the City Council has received a petition signed by Judy Jones, owner of record of Parcel ID 21600, the real property area described below, requesting annexation pursuant to NCGS § 160A-31; and

WHEREAS, the City Clerk has certified the sufficiency of said petition; and

WHEREAS, a public hearing was held after due published notice on the 3rd day of September, 2026;

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

Section 1. The following described territory is hereby annexed and added to the corporate limits of the City of Lincolnton:

EXISTING LEGAL DESCRIPTION:

Parcel 3634239101

Beginning at a computed point in the northern line; thence S 54°34'17" E a distance of 87.53' to a 3/4" rod; thence S 54°22'06" E a distance of 87.53' to a 1" pipe; thence S 54°50'55" E a distance of 184.66' to a capped rebar; thence S 40°30'24" W a distance of 289.74' to a capped rebar near two culverts; thence N 54°08'02" W a distance of 1057.03' to a 3/4" rebar; thence N 54°10'54" W a distance of 30.19'to a computed point in N. Aspen St .; thence N 42°15'28" E a distance of 218.22'to a computed point in N. Aspen St.; thence S 54°24'36" E a distance of 500.20' to a computed point; thence N 42°15'28" E a distance of 65.00' to a computed point; thence S 54°24'36" E a distance of 44.21' to a 3/4" rod; thence S 54°36'42" E a distance of 87.48'to a 1/2" rebar in a pipe; thence S 54°34'17" E a distance of 87.55' to a computed point; which is the point of beginning, having an area of 6.330 Acres.

Section 2. From and after the effective date of this ordinance, the annexed territory and its citizens shall be subject to all debts, laws, ordinances, and regulations of the municipality and shall be entitled to the same privileges and benefits as other parts of the municipality.

Section 3. This ordinance shall be effective on the 3rd day of September, 2026.

_____
Ed Hatley, Mayor

ATTEST:

_____
Daphne Ingram, Clerk

Lincolnton NC

Near the City. Near the Mountains. Near Perfect.

Public Hearing Staff Analysis
CZ-7-2026
N. Aspen Street, PIDs 21600, 21599 and 53769

City Council – September 3, 2026

Zoning

Existing: Planned Residential District (PRD) and Residential Multifamily (RMF)
Proposed: Planned Residential District PRD

Current Use

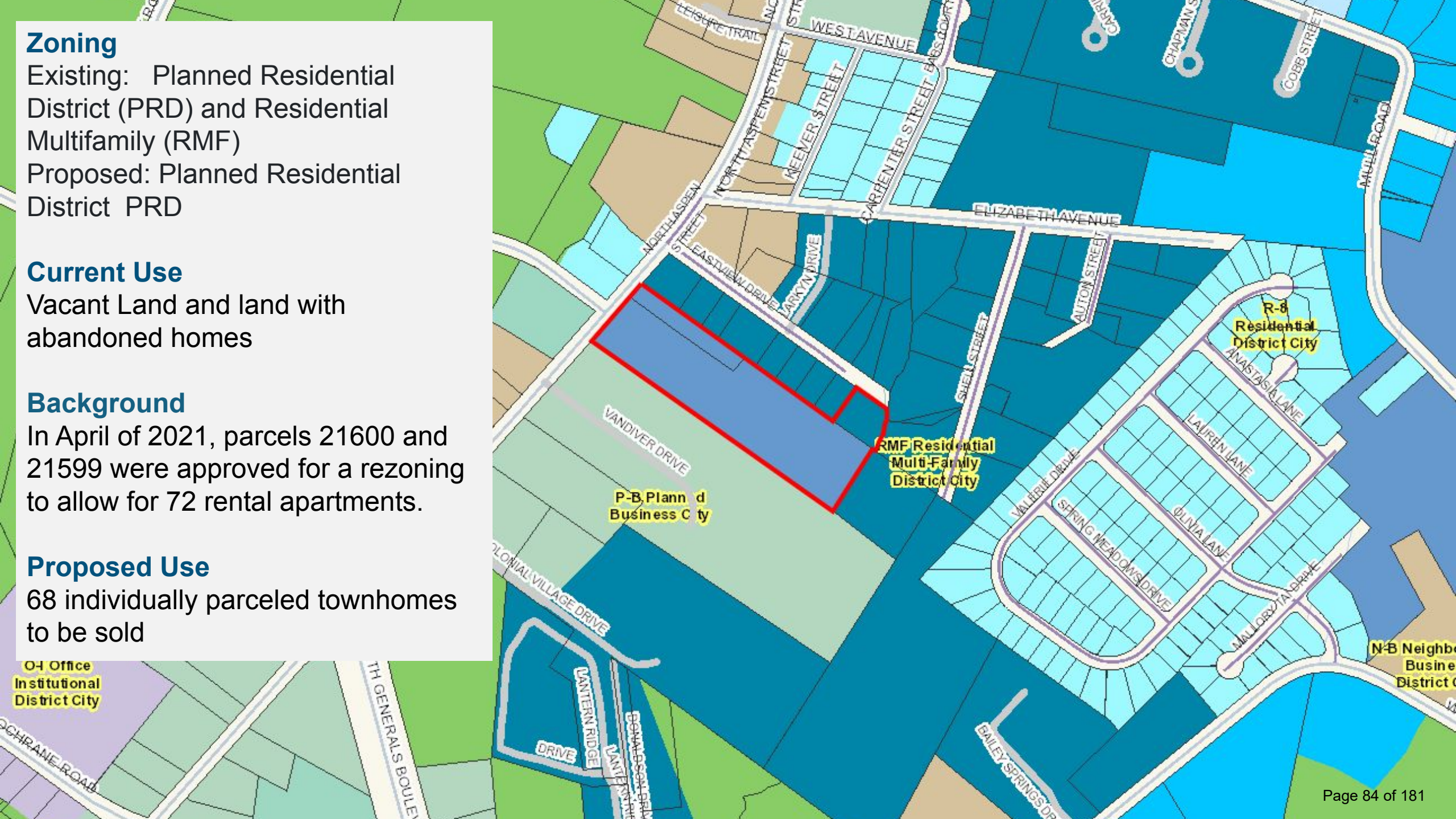
Vacant Land and land with abandoned homes

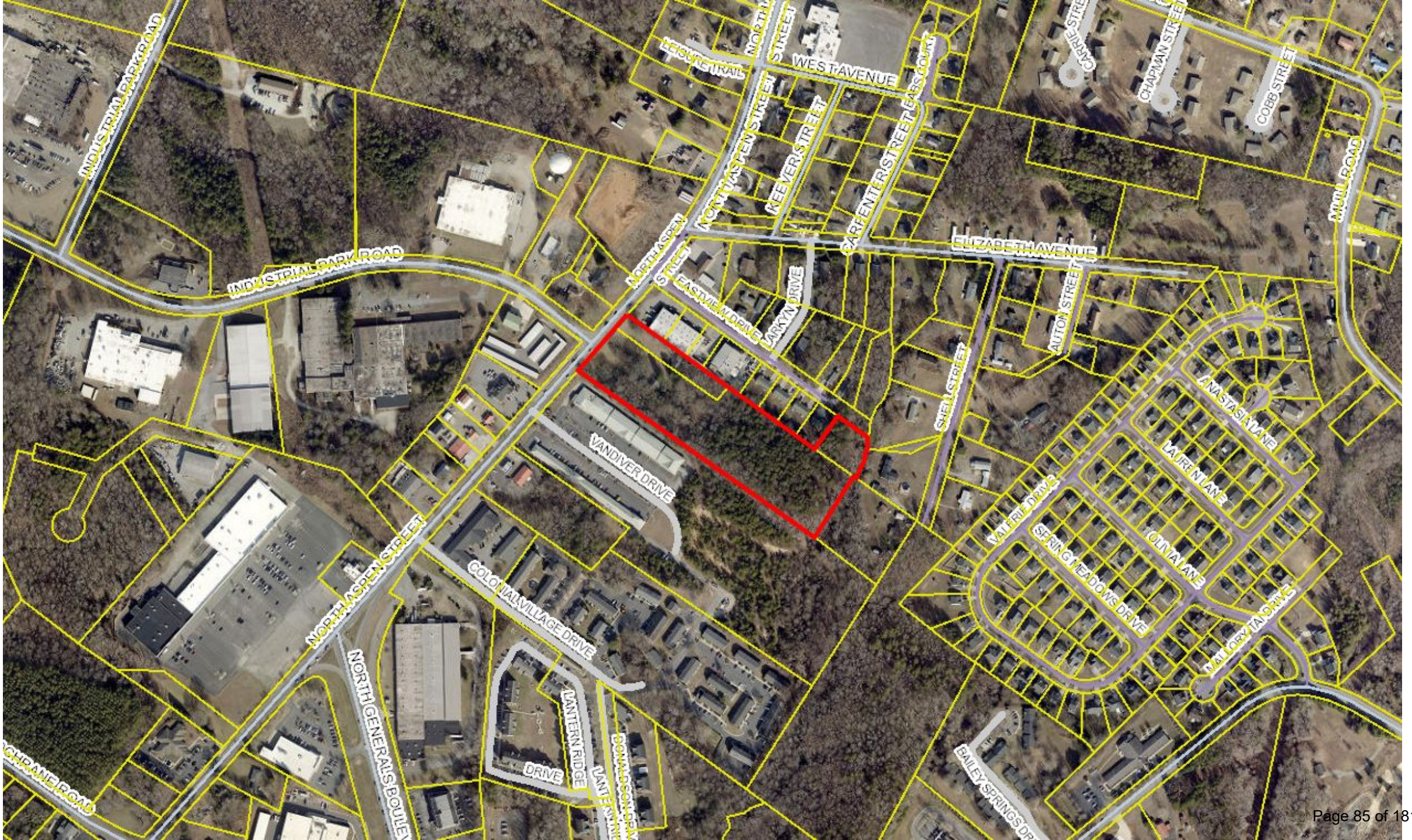
Background

In April of 2021, parcels 21600 and 21599 were approved for a rezoning to allow for 72 rental apartments.

Proposed Use

68 individually parceled townhomes to be sold

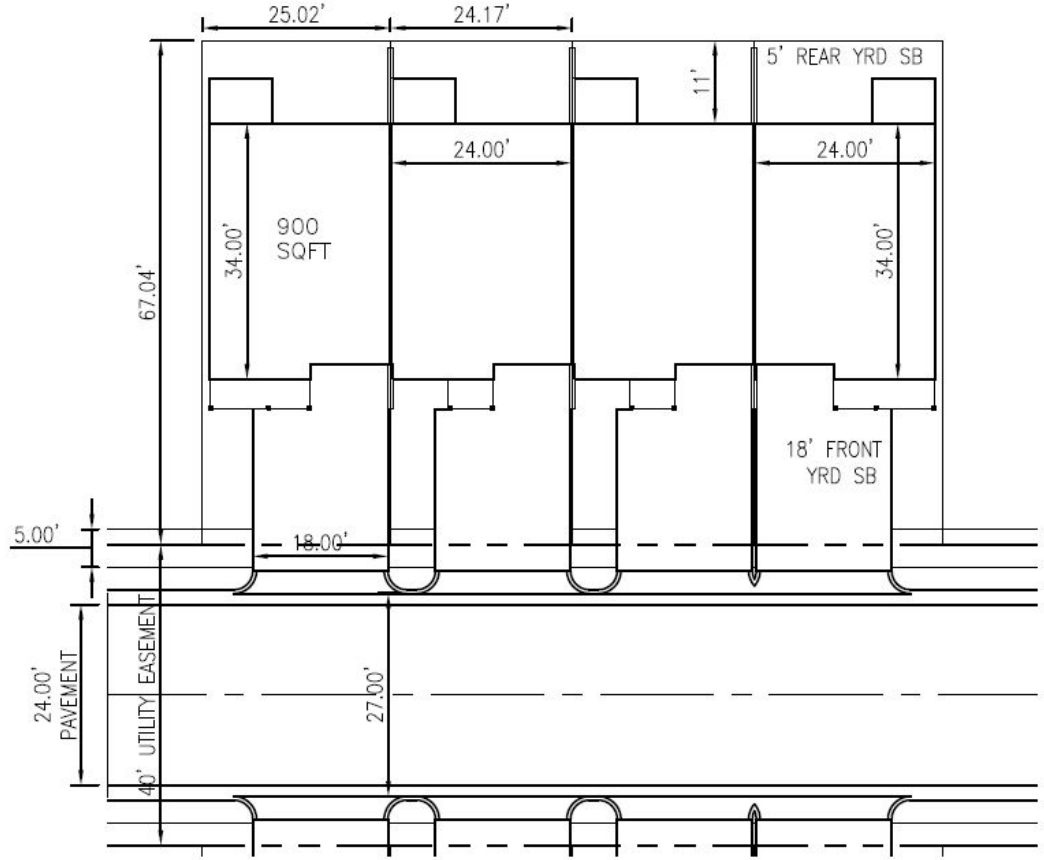



INDUSTRIAL PARK ROAD
WEST AVENUE
NORTH ASPEN STREET
REEVES STREET
CARPENTER STREET
ELIZABETH AVENUE
AUTON STREET
SHELL STREET
CHAPMAN STREET
COBB STREET
MAIN ROAD
EASTVIEW DRIVE
MARYN DRIVE
VANDIVER DRIVE
COLONIAL VILLAGE DRIVE
NORTH GENERALS BOULEVARD
LANTERN RIDGE DRIVE
ANASTASIA LANE
VALERIE DRIVE
SPRINGMEADOWS DRIVE
OLIVIA LANE
GALLERY TAG DRIVE
BAILEY SPRINGS DRIVE


© 2026 Google

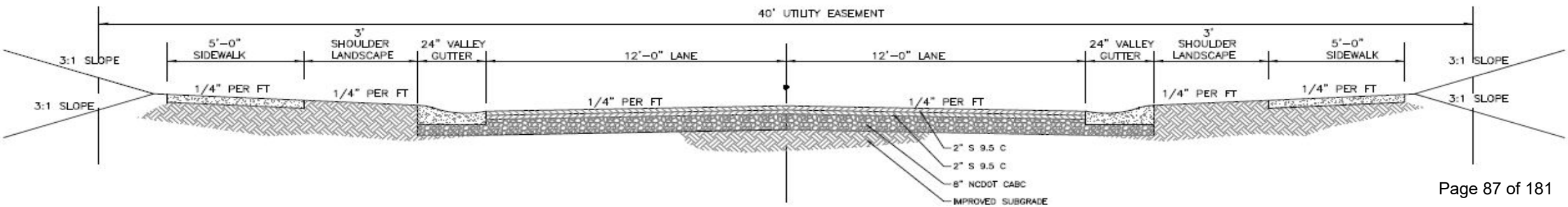
PROJECT DETAILS

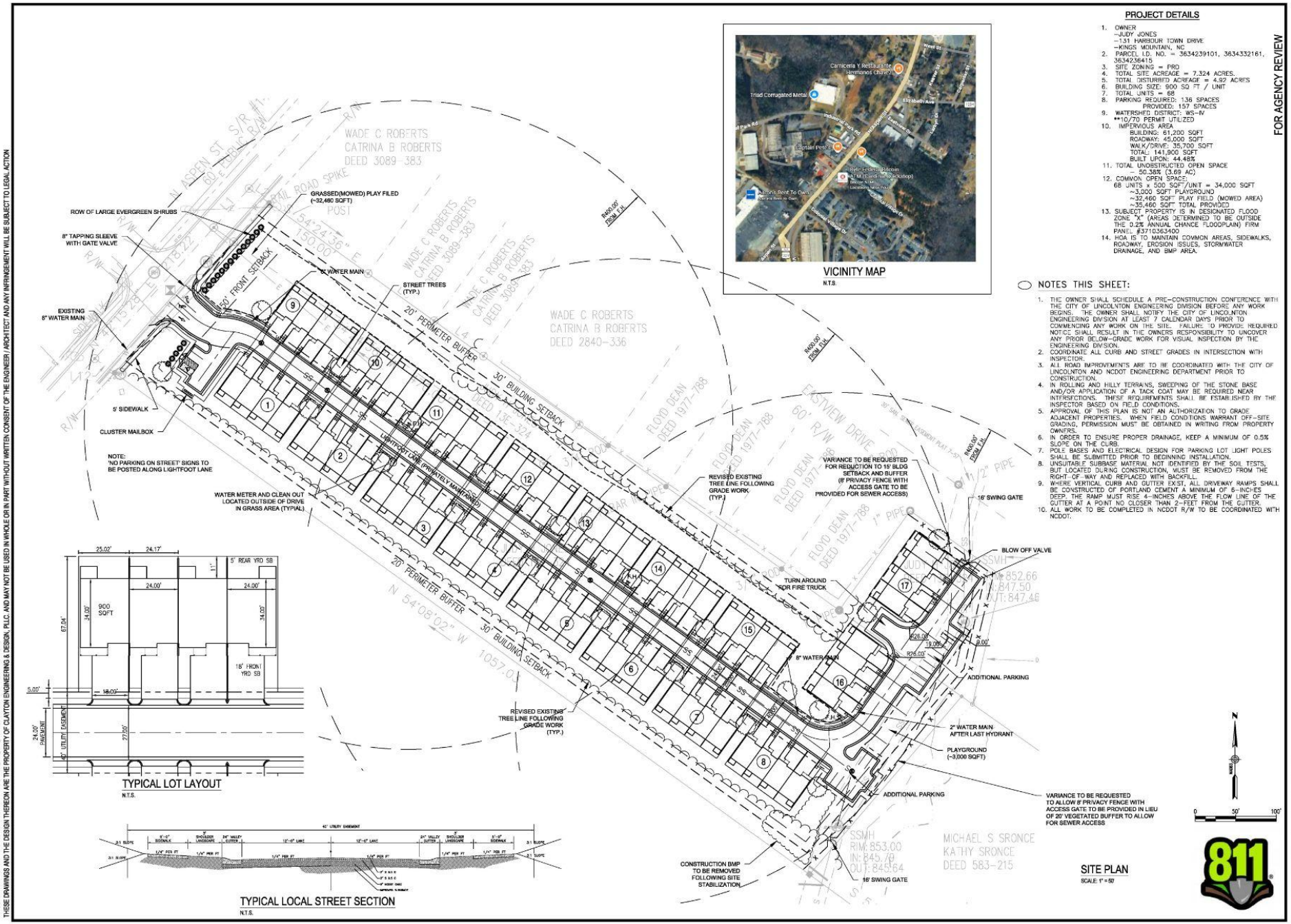
1. OWNER
   –JUDY JONES
   –131 HARBOUR TOWN DRIVE
   –KINGS MOUNTAIN, NC
2. PARCEL I.D. NO. = 3634239101, 3634332161, 3634236415
3. SITE ZONING = PRD
4. TOTAL SITE ACREAGE = 7.324 ACRES.
5. TOTAL DISTURBED ACREAGE = 4.92 ACRES
6. BUILDING SIZE: 900 SQ FT / UNIT
7. TOTAL UNITS = 68
8. PARKING REQUIRED: 136 SPACES
   PROVIDED: 157 SPACES
9. WATERSHED DISTRICT: WS–IV
   **10/70 PERMIT UTILIZED
10. IMPERVIOUS AREA
    BUILDING: 61,200 SQFT
    ROADWAY: 45,000 SQFT
    WALK/DRIVE: 35,700 SQFT
    TOTAL: 141,900 SQFT
    BUILT UPON: 44.48%
11. TOTAL UNOBSTRUCTED OPEN SPACE
    – 50.38% (3.69 AC)
12. COMMON OPEN SPACE:
    68 UNITS x 500 SQFT/UNIT = 34,000 SQFT
    ~3,000 SQFT PLAYGROUND
    ~32,460 SQFT PLAY FIELD (MOWED AREA)
    ~35,460 SQFT TOTAL PROVIDED
13. SUBJECT PROPERTY IS IN DESIGNATED FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) FIRM PANEL #3710363400
14. HOA IS TO MAINTAIN COMMON AREAS, SIDEWALKS, ROADWAY, EROSION ISSUES, STORMWATER



TYPICAL LOT LAYOUT

N.T.S.

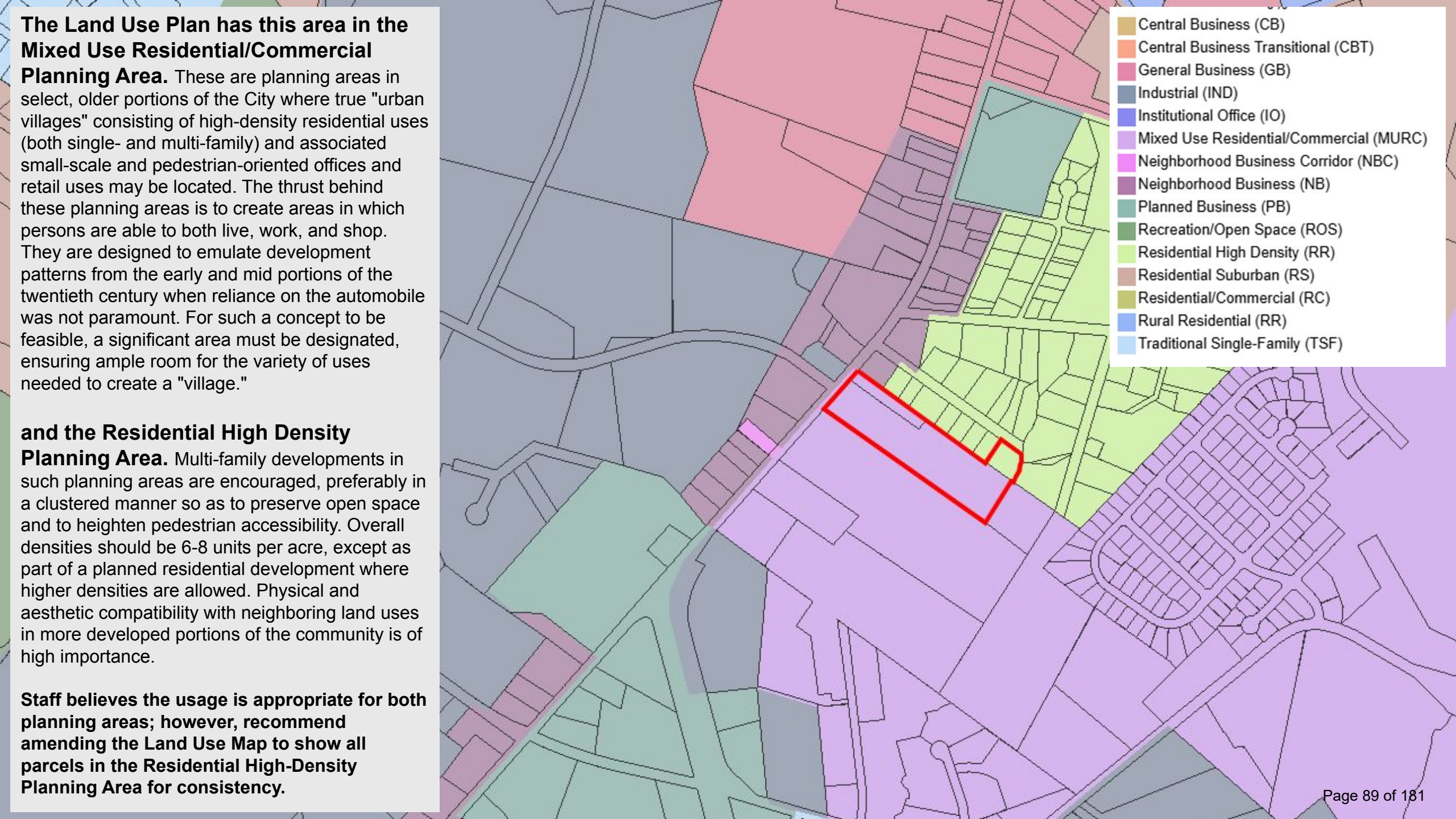



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14. HOA IS TO MAINTAIN COMMON AREAS, SIDEWALKS, ROADWAY, EROSION ISSUES, STORMWATER DRAINAGE, AND BMP AREA.
FOR AGENCY REVIEW
VICINITY MAP
N.T.S.
NOTES THIS SHEET:
1. THE OWNER SHALL SCHEDULE A PRE-CONSTRUCTION CONFERENCE WITH THE CITY OF LINCOLNTON ENGINEERING DIVISION BEFORE ANY WORK BEGINS. THE OWNER SHALL NOTIFY THE CITY OF LINCOLNTON ENGINEERING DIVISION AT LEAST 7 CALENDAR DAYS PRIOR TO COMMENCING ANY WORK ON THE SITE. FAILURE TO PROVIDE REQUIRED NOTICE SHALL RESULT IN THE OWNERS RESPONSIBILITY TO UNCOVER ANY PRIOR BELOW-GRADE WORK FOR VISUAL INSPECTION BY THE ENGINEERING DIVISION.
2. COORDINATE ALL CURB AND STREET GRADES IN INTERSECTION WITH INSPECTOR.
3. ALL ROAD IMPROVEMENTS ARE TO BE COORDINATED WITH THE CITY OF LINCOLNTON AND NCDOT ENGINEERING DEPARTMENT PRIOR TO CONSTRUCTION.
4. IN ROLLING AND HILLY TERRAINS, SWEEPING OF THE STONE BASE AND/OR APPLICATION OF A TACK COAT MAY BE REQUIRED NEAR INTERSECTIONS. THESE REQUIREMENTS SHALL BE ESTABLISHED BY THE INSPECTOR BASED ON FIELD CONDITIONS.
5. APPROVAL OF THIS PLAN IS NOT AN AUTHORIZATION TO GRADE ADJACENT PROPERTIES. WHEN FIELD CONDITIONS WARRANT OFF-SITE GRADING, PERMISSION MUST BE OBTAINED IN WRITING FROM PROPERTY OWNERS.
6. IN ORDER TO ENSURE PROPER DRAINAGE, KEEP A MINIMUM OF 0.5% SLOPE ON THE CURB.
7. POLE BASES AND ELECTRICAL DESIGN FOR PARKING LOT LIGHT POLES SHALL BE SUBMITTED PRIOR TO BEGINNING INSTALLATION.
8. UNSUITABLE SUBBASE MATERIAL NOT IDENTIFIED BY THE SOIL TESTS, BUT LOCATED DURING CONSTRUCTION, MUST BE REMOVED FROM THE RIGHT-OF-WAY AND REPLACED WITH BACKFILL.
9. WHERE VERTICAL CURB AND GUTTER EXIST, ALL DRIVEWAY RAMPS SHALL BE CONSTRUCTED OF PORTLAND CEMENT A MINIMUM OF 6-INCHES DEEP. THE RAMP MUST RISE 4-INCHES ABOVE THE FLOW LINE OF THE GUTTER AT A POINT NO CLOSER THAN 2-FEET FROM THE GUTTER.
10. ALL WORK TO BE COMPLETED IN NCDOT R/W TO BE COORDINATED WITH NCDOT.
WADE C ROBERTS
CATRINA B ROBERTS
DEED 3089-383
WADE C ROBERTS
CATRINA B ROBERTS
DEED 2840-336
FLOYD DEAN
DEED 1977-788
EASTVIEW DRIVE
60' R/W
N. ASPEN ST. S/R #1
60' R/W
RAIL ROAD SPIKE
POST
GRASSED(MOWED) PLAY FILED (~32,460 SQFT)
ROW OF LARGE EVERGREEN SHRUBS
8" TAPPING SLEEVE WITH GATE VALVE
EXISTING 8" WATER MAIN
8" WATER MAIN
STREET TREES (TYP.)
50' FRONT SETBACK
20' PERIMETER BUFFER
30' BUILDING SETBACK
5' SIDEWALK
CLUSTER MAILBOX
NOTE:
'NO PARKING ON STREET' SIGNS TO BE POSTED ALONG LIGHTFOOT LANE
LIGHTFOOT LANE (PRIVATELY MAINTAINED)
WATER METER AND CLEAN OUT LOCATED OUTSIDE OF DRIVE IN GRASS AREA (TYPIAL)
REVISED EXISTING TREE LINE FOLLOWING GRADE WORK (TYP.)
VARIANCE TO BE REQUESTED FOR REDUCTION TO 15' BLDG SETBACK AND BUFFER (6' PRIVACY FENCE WITH ACCESS GATE TO BE PROVIDED FOR SEWER ACCESS)
16' SWING GATE
BLOW OFF VALVE
TURN AROUND FOR FIRE TRUCK
8" WATER MAIN
ADDITIONAL PARKING
2" WATER MAIN AFTER LAST HYDRANT
PLAYGROUND (~3,000 SQFT)
VARIANCE TO BE REQUESTED TO ALLOW 6' PRIVACY FENCE WITH ACCESS GATE TO BE PROVIDED IN LIEU OF 20' VEGETATED BUFFER TO ALLOW FOR SEWER ACCESS
CONSTRUCTION BMP TO BE REMOVED FOLLOWING SITE STABILIZATION
SSMH
RIM: 853.00
IN: 845.70
OUT: 845.64
MICHAEL S SRONCE
KATHY SRONCE
DEED 583-215
SITE PLAN
SCALE: 1" = 50'
TYPICAL LOT LAYOUT
N.T.S.
TYPICAL LOCAL STREET SECTION
N.T.S.
CLAYTON ENGINEERING & DESIGN, PLLC
No. P-1463
CERTIFICATE OF AUTHORIZATION
NORTH CAROLINA
PROFESSIONAL ENGINEER
SEAL 49735
WILLIAM S. CLAYTON
08/26/25
CLAYTON
ENGINEERING & DESIGN
1209 9TH AVE NE, PO BOX 2351 HICKORY, NC 28601
PIEDMONT COMPANIES
LINCOLNTON, NORTH CAROLINA
NORTH ASPEN TOWNHOUSES
CIVIL
CONCEPT SITE PLAN
25122
02/03/26
EMB
WSC
REVISIONS
COMMENTS 07/06/26
CSN101
THESE DRAWINGS AND THE DESIGN THEREON ARE THE PROPERTY OF CLAYTON ENGINEERING & DESIGN, PLLC, AND MAY NOT BE USED IN WHOLE OR IN PART WITHOUT WRITTEN CONSENT OF THE ENGINEER / ARCHITECT AND ANY INFRINGEMENT WILL BE SUBJECT TO LEGAL ACTION

The Land Use Plan has this area in the Mixed Use Residential/Commercial Planning Area. These are planning areas in select, older portions of the City where true "urban villages" consisting of high-density residential uses (both single- and multi-family) and associated small-scale and pedestrian-oriented offices and retail uses may be located. The thrust behind these planning areas is to create areas in which persons are able to both live, work, and shop. They are designed to emulate development patterns from the early and mid portions of the twentieth century when reliance on the automobile was not paramount. For such a concept to be feasible, a significant area must be designated, ensuring ample room for the variety of uses needed to create a "village."

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

Staff believes the usage is appropriate for both planning areas; however, recommend amending the Land Use Map to show all parcels in the Residential High-Density Planning Area for consistency.



Conditions of Approval

City Planning:

1. A complete set of final civil drawings, including a detailed landscape plan, must be submitted. The drawings must also comply with all applicable federal and state requirements, any additional federal, state, county, and/or city policies and ordinances, and be approved by all departments.
2. Remaining vegetated buffers on the property are preserved in accordance with local water supply watershed protection requirements
3. Parcels will need to be combined by deed and recorded prior to any zoning permits being issued.
4. All stormwater on the site must be diverted to prevent issues for neighboring properties.
5. All Watershed Water Supply regulations must be followed. Detention pond will not be allowed to remain post construction, will need to follow low density stormwater measures outlined in WSW ordinance.

Lincoln County Erosion Control – Danielle Rudisill

1. Erosion control plans must be submitted and approved by Lincoln County Soil and Erosion prior to any grading or clearing of land.

City Water Resources- Todd Elmore

1. Will require a one-year warranty after the infrastructure is accepted
2. The developer is responsible and must repair any damage to water lines, sewer lines, meters, and boxes until all other utilities are installed, even if it has already been accepted by the City of Lincolnton.
3. No encroachments on sewer easement. CANNOT put a retention pond on the sewer line or block the sewer right of way during construction.
4. Must follow City of Lincolnton specs for water, wastewater, and water services.
5. No meters or clean-outs in the sidewalks or driveways.

NCDOT - Travis Jordan

1. Will need to obtain NCDOT Driveway permit and any associated utility encroachments; no off-site improvements will be required.

NOTE: Conditional zoning approval expires 5 years from the date of approval. Any adjustments to the conditions of approval that do not affect the overall layout of the site plan and that are technical in nature can be approved by the department making the comment/condition.

Conditions of Approval

City Public Works – Nathan Eurey

1. Will need a private solid waste provider. City will not provide services.
2. Sidewalks constructed to City of Lincolnton specifications must be constructed along the frontage of N. Aspen and throughout the subdivision, meeting all city sidewalk and subdivision requirements.
3. Will need an HOA agreement outlining care and maintenance of interior sidewalks, pavement, common areas, and detention pond. The HOA is responsible for the ongoing maintenance of the detention pond and will make any necessary repairs to ensure its continued effectiveness. Ongoing maintenance is to include:
   - Vegetation management, including mowing, trimming, invasive/ nuisance vegetation treatment, and weed control
   - Slope stabilization and erosion control
   - Debris and trash removal
   - Removal of sediment buildup from the basin
   - Maintenance of the inlet and outlet pipes to ensure they do not get clogged.

Lincolnton Fire Department - Gary Stevenson

1. Follow Appendix D of the ICC Fire Code.
2. No Parking signs are required
3. Prior to a CERTIFICATE OF OCCUPANCY being approved by the City Fire Marshal's office, the following shall be met:
   a. Building construction plans shall include available water supply and Hydrant proximity. The water supply shall be verified prior to beginning vertical construction.(Fire hydrants shall not exceed 400 ft from any building)
   b. Building construction plans shall include compliance with Appendix D of the North Carolina State Fire Code
   c. Building construction plans shall reflect compliance with the North Carolina State Fire Code.
   d. If no sprinkler, then you can tap the service line. If sprinklers are needed, then a separate line is needed.

NOTE: Conditional zoning expires 5 years from the date of approval. Any adjustments to the conditions of approval that do not affect the overall layout of the site plan and are technical in nature can be approved by the department that made the comment/condition.

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

Case No. CZ-7-2026
Applicant: Piedmont Companies
Parcel ID#: 21600, 21599 and 53769
Location: N. Aspen Street
Request: Rezone from PRD and RMF to PRD

Proposed Consistency and Reasonableness Statement:

The Lincolnton Land Use Plan designates this property as part of the Mixed Use Residential/Commercial Planning Area and the Residential High Density Planning Area. The proposed rezoning request aligns with the Land Use Plan in the following ways:

The rezoning is **reasonable** because:

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

The rezoning is **consistent** because:

1. Fulfills the Plan's goal of increasing housing diversity and promoting infill development.

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

Case No. CZ-7-2026
Applicant: Piedmont Companies
Parcel ID#: 21600, 21599 and 53769
Location: N. Aspen Street
Request: Rezone from PRD and RMF to PRD

Proposed Consistency and Reasonableness Statement:

The Lincolnton Land Use Plan designates this property as part of the Mixed Use Residential/Commercial Planning Area and the Residential High Density Planning Area. The proposed rezoning request **is consistent** with the Lincolnton Land Use Plan. However, this project is undesirable; therefore, **denial of the proposed amendment is reasonable and in the public interest.**

Planning Board Vote:

Unanimous vote in favor of approval.

Planning Board recommends the following actions for approval:

- Approve the rezoning of the property from Planned Residential District (PRD) and Residential Multifamily (RMF) to Planned Residential District (PRD)
- Approve the statement of consistency and reasonableness for approval of the rezoning request
- Amend the Future Land Use Map to show the area in the Residential High Density Planning Area

MOTIONS FOR PUBLIC HEARING

For approval of the request:

- Motion to approve as recommended by Planning Board

For denial of request (separate motions):

- Deny the rezoning of the property from Planned Residential District (PRD) and Residential Multifamily (RMF) to Planned Residential District (PRD)
- Approve the statement of consistency and reasonableness for denial of the rezoning request

MEMO TO: **Mayor and City Council Members**

FROM: **Planning Department**

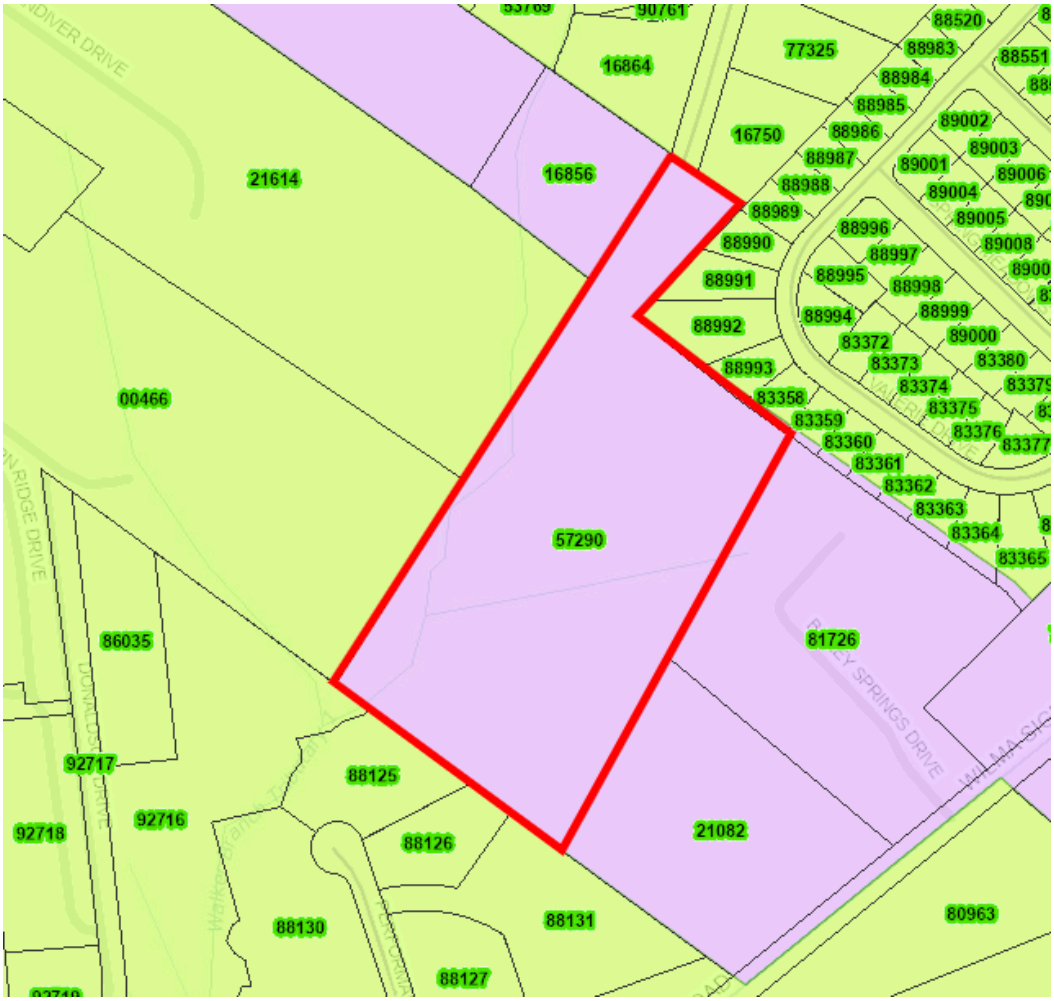
SUBJECT: **ANX-3-2026 -** Petition Received Under NCGS 160A-31 concerning property located off Shell Street (Parcel ID 57290).

DATE: **September 3, 2026**

BACKGROUND

Judy Jones is seeking a contiguous annexation for approximately 12.175 acres of land situated on Shell Street, identified as Parcel ID 57290. This property is directly adjacent to the existing city limits, as illustrated on the map below.

City limits in green
ETJ in purple



Aerial showing location



Staff Evaluation & Statutory Findings

- **Contiguity:** The subject property directly abuts the existing municipal corporate boundary along the northwestern and northeastern borders, satisfying the contiguous requirement.
- **Sufficiency of Petition:** The City Clerk examined the petition and certified that it is signed by 100% of the resident property owners within the area requested for annexation.
- **Zoning & Land Use:** The property lies within the city's Extra-Territorial Jurisdiction (ETJ) and is consistent with the adopted Comprehensive Land Use Plan designation for commercial transition.

- **Reason for Request:** The applicant seeks annexation to connect to municipal water and sanitary sewer infrastructure.

Municipal Services Plan

- **Police Protection:** The City Police Department will extend regular patrol and emergency response services upon the effective date.
- **Fire Protection:** The City Fire Department will provide fire suppression and rescue services; the site is calculated to be within acceptable response time zones.
- **Solid Waste Collection:** The City will provide solid waste collection services.
- **Water and Sewer:** City water mains are located off Performance Drive and Wilma Sigmon Road. Wastewater mains are located to the rear of the property, off Performance Drive and off Wilma Sigmon Road. The developer will complete extension of service lines at its sole expense in accordance with utility specifications.
- **Streets and Maintenance:** The City would be responsible for maintaining the streets and sidewalks once the developer constructs them and the City of Lincolnton inspects and accepts them.

Voting District

If annexed, the property will be added to Ward Four.

Projected Costs To The City With Annexation

If the City annexes the property as requested, the City's cost should be minimal for the following reasons:

- The site is adjacent to city limits, so the additional cost to the city for provision of police, fire protection, and solid waste collections should be minimal,
- The developer will be responsible for the costs of extending city water and sewer to the site,

Conclusions

Based on the information we have gathered, costs to the City should be minimal if this property is annexed. When fully developed, anticipated property tax revenues will be significantly more than the existing value of the primarily vacant property.

Staff Recommendation

Staff recommends that the City Council adopt the Ordinance to Extend Corporate Limits of the City of Lincolnton at the conclusion of the scheduled public hearing, effective September 3, 2026.

Motions

Motion to approve the Ordinance to Extend Corporate Limits of the City of Lincolnton

Or

Motion to deny

ORDINANCE NO. _____

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF LINCOLNTON

WHEREAS, the City Council has received a petition signed by Judy Jones, the owner of record of the real property Parcel ID 57290, the area described below, requesting annexation pursuant to NCGS § 160A-31; and

WHEREAS, the City Clerk has certified the sufficiency of said petition; and

WHEREAS, a public hearing was held after due published notice on the 3rd day of September, 2026;

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

Section 1. The following described territory is hereby annexed and added to the corporate limits of the City of Lincolnton:

EXISTING LEGAL DESCRIPTION:

Parcel 3634323067

Beginning at a magnetic nail in planted stone; thence S 28°29'42" W a distance of 495.20' to a 3/4" rebar in wire fence; thence S 28°27'16" W a distance of 426.80' to a 3/4" rebar in wire fence; thence N 54°03'55" W a distance of 146.72' to a 3/4" rebar; thence N 54°04'47" W a distance of 94.83' to a 3/4" rebar; thence N 54°03'03" W a distance of 190.21' to a 3/4" rebar at the top of the creek bank; thence N 54°02'10" W a distance of 50.11' to a computed point in the creek; thence N 54°02'10" W a distance of 43.90' to a capped rebar; thence N 28°18'10" E a distance of 459.94'to a broken concrete monument; thence N 28°11'21" E a distance of 461.42' to a 1/2" rebar; thence N 40°09'02" E a distance of 293.21' to a capped rebar; thence S 53°50'43" E a distance of 161.29' to a pipe with elbow; thence S 39°17'27" W a distance of 289.93' to a 3/4" rebar; thence S 53°43'37" E

a distance of 127.02' to a 1/2" rebar; thence S 56°09'35" E a distance of 119.30' to a 1/2" rebar; thence S 51°39'29" E a distance of 117.34' to a magnetic nail in stone; which is the point of beginning, having an area of 12.175 Acres

Section 2. From and after the effective date of this ordinance, the annexed territory and its citizens shall be subject to all debts, laws, ordinances, and regulations of the municipality and shall be entitled to the same privileges and benefits as other parts of the municipality.

Section 3. This ordinance shall be effective on the 3rd day of September, 2026.

_____
Ed Hatley, Mayor

ATTEST:

_____
Daphne Ingram, Clerk

MEMO TO: City Council

FROM: Planning Staff

SUBJECT: Consideration of adopting an ordinance imposing a one-year moratorium on the acceptance, processing, and approval of applications for data centers, data processing facilities, cryptocurrency mining operations, and other uses associated with data processing facilities within the City of Lincolnton, North Carolina, pursuant to N.C.G.S. § 160D-107.

DATE: September 3, 2026

ITEMS TO CONSIDER:

- Under Session Law 2024-57 (S.B. 382), any future modifications to our ordinance can only reduce restrictions, not increase them. Consequently, if a text amendment for Data Centers is adopted and later determined to be insufficiently strict, we will be legally prohibited from adding more stringent regulations. We must establish the proper terms for this text amendment on the initial attempt.
- The City Manager is actively researching consultants, planning information sessions, and conducting research with the Planning Department.
- Information sessions are expected to be scheduled in October and December.
- The text amendment should come after the information sessions.
- We have not identified a consultant, and we do not have an estimated cost to present to Council.

Given the above, the Planning Department strongly recommends a minimum six-month moratorium. If the Council does not want to adopt a six-month timeframe, we urge you to at least consider pausing Data Centers until the end of the year.

Planning Board Vote:

3-2 in favor of recommending approval of the Twelve-Month Moratorium

Planning Board Recommendation:

Approve the Moratorium for 12 months.

Planning Staff Request:

Planning Staff requests approval of a moratorium lasting at least six months, which would result in presenting a text amendment to City Council at the March meeting. If a six-month duration is unacceptable, staff respectfully requests that Council consider implementing at least a temporary pause.

Motions:

Motion to approve

Or

Motion to deny

ORDINANCE OF THE CITY OF LINCOLNTON CITY COUNCIL INSTITUTING A TEMPORARY MORATORIUM ON THE PERMITTING OF DATA CENTERS, DATA PROCESSING FACILITIES, CRYPTOCURRENCY MINING OPERATIONS AND ANY USE ASSOCIATED WITH DATA PROCESSING FACILITIES WITHIN THE CITY OF LINCOLNTON, NORTH CAROLINA PURSUANT TO NORTH CAROLINA GENERAL STATUTE §160D-107

WHEREAS, the City of Lincolnton City Council (the "Council") is responsible for promoting the health, safety, and general welfare of the residents; and

WHEREAS, North Carolina General Statute § 160D-107 authorizes local governments to adopt temporary moratoria on development approvals under certain conditions; and

WHEREAS, the Planning Department has observed a recent increase in inquiries and potential applications for high-impact facilities, specifically data centers; and

WHEREAS, data centers, data processing facilities, cryptocurrency mining operations, and other uses associated with data processing facilities present unique challenges and potential impacts not adequately addressed by the current zoning and development regulations, including but not limited to:

• Extremely high energy consumption and strain on existing utility infrastructure;
• Significant noise generation from cooling systems and backup generators, affecting adjacent residential areas and general quality of life;
• Substantial water usage for cooling purposes;
• Potential environmental impacts, including hazardous material storage and electronic waste disposal; and
• Land use compatibility concerns; and

WHEREAS, the existing regulations were not developed with these specific types of high-impact uses in mind, and Lincolnton needs time to develop appropriate, comprehensive standards to ensure that any future development of such facilities is consistent with the long-term land use plan and protects the public interest; and

WHEREAS, the Planning Department has considered alternative courses of action, such as relying on existing general use permits or zoning amendments, but determined these were inadequate because they lack the specific performance standards (e.g., noise limits, utility capacity requirements, setbacks) needed to mitigate the unique impacts of these facilities effectively; and

WHEREAS, a temporary moratorium on accepting and processing new applications for such facilities is a reasonable and necessary measure to allow City staff sufficient time to study the issues, engage with stakeholders, and draft appropriate amendments to the zoning and development regulations;

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

Section 1. Moratorium Imposed

A temporary moratorium is hereby imposed for a period of one (1) year from the effective date of this Ordinance. During this period, the City shall not accept, process, or approve any applications for the following development approvals:

- Conditional Zonings
- Zoning Map Amendments
- Any other development approval required by law

for the establishment, construction, or erection of data centers, data processing facilities, cryptocurrency mining operations, and other uses associated with data processing facilities.

Section 2. Scope and Exemptions

This moratorium shall apply to all incorporated and extraterritorial jurisdictional areas of the City of Lincolnton.

Section 3. Plan of Action and Schedule

During the effective period of this moratorium, the City of Lincolnton City Council and City Staff shall take the following actions:

- **Month 1-4**: Study the potential impacts (energy, water, noise, land use) of data centers and cryptocurrency mining facilities, in consultation with local utility providers and the UNC School of Government.
- **Month 4-6**: Draft specific land use ordinance amendments and performance standards to regulate these facilities, including appropriate zoning districts, setback requirements, noise limitations, and utility capacity conditions.
- **Month 6-10**: Hold public workshops and Planning Board meetings to review the draft amendments and gather public input.
- **Month 10-12**: The Planning Board will provide a recommendation to the City Council. The City Council will hold the necessary public hearings to consider and potentially adopt the final ordinance amendments.

Section 4. Duration and Termination

This Ordinance shall be in full force and effect from September 3, 2026 until September 3, 2027, unless earlier terminated, extended, or modified by the City Council in accordance with North Carolina law. The stated duration is reasonably necessary to address the identified problems. A twelve-month duration is necessary to complete the multi-phase study, drafting, public engagement, and adoption schedule outlined in Section 3.

Section 5. Severability

If any section or part of this ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining sections or parts.

Adopted this the _____ day of _____, 20_____.

_____
Ed Hatley, Mayor
Lincolnton City Council

Attest:

_____
Daphne Ingram, City Clerk

LINCOLNTON

AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council

Date: September 3, 2026

From:

Subject: Resolution of Directing the Clerk to Investigate an Annexation by Petition Received Under NCGS 160A-31 concerning property located at 916 Wilma Sigmon Road. - **Deferred**

Summary:

Background:

Fiscal Impact:

Recommendation:

Attachments:

None

LINCOLNTON

AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council

Date: September 3, 2026

From: Cliff Brumfield

Subject: Industrial Development Incentive Grant Program for New and Existing Industries

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Summary:

Background:

Fiscal Impact:

Recommendation:

Attachments:

1. Agreement Contract -City
2. City Incentive Policy, .500 Tax Rate
3. County Incentive Grant Agreement with highlights additions different than City Agreement TEMPLATE
4. Incentive Grant Policy (2026 Update)

CITY OF LINCOLNTON INCENTIVE GRANT AGREEMENT

NORTH CAROLINA

LINCOLN COUNTY

THIS AGREEMENT is made and entered into as of the ____day of _____ 202X, by and between THE CITY OF LINCOLNTON , a body corporate and politic (hereinafter referred to as "the CITY"), and (Company Name) , a (State, Country) corporation (hereinafter referred to as "Company Name").

WITNESSETH:

WHEREAS, _Company Name__ has developed plans for the installation of new manufacturing machinery and equipment in the City of Lincolnton, North Carolina; and

WHEREAS, the City of Lincolnton verily believes that the location of new industries and the expansion of existing industries is vital to the economic health of The City of Lincolnton and to the welfare of its citizens; and

WHEREAS, the City Council wishes to encourage such development by means of offering incentives to recruit new industries and to aid in expansion of existing industries; and

WHEREAS, such incentives are predicated on the notion of expanding the City of Lincolnton's tax base and providing additional jobs for City of Lincolnton's citizens that pay wages higher than the current prevailing average hourly wage in the particular industry; and

WHEREAS, the City Council has determined that it is appropriate and in the best interests of The City of Lincolnton and its citizens to offer incentives in the form of both cash grants and assistance with making public services available; and

WHEREAS, the City Council believes that it is appropriate and reasonable to expect _Company Name__to bind itself to the City to produce certain results in conjunction with the project described herein as conditions of the incentives being offered by the City;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein set forth, the parties hereby agree as follows:

1. On or before _____,_____ 2025 (actual effective date will be the start of the project) __Company Name shall begin installation of equipment and machinery in the City of Lincolnton, North Carolina.

2. Within two years of the effective date of this agreement (said effective date being referred in item 1.), Company Name_ shall make an investment upon such site in (building/land and/or machinery and equipment of $_____, (the expected capital investment) of which $_____ will qualify for incentives under the City of Lincolnton Industrial Incentive Grant Policy.

3. Within two years of the effective date of this agreement, _Company Name _ shall

provide at such site at least 4 new jobs paying average wages of $1000 a week.

4. In consideration of the performance of the aforesaid obligations by __Company Name,, the City will provide cash grants to Company Name of $_____ per year for a _____-year period. The City of Lincolnton will pay such grants beginning in the tax year after the project's completion. Grants will be paid to __Company Name within 30 days after _Company Name__ has made its tax payment for the then-current year and has notified Lincoln Economic Development Association of the payment. This amount represents a Level ___ grant under the City of Lincolnton Industrial Development Incentive Grant Policy for New and Existing Industries.

5. _Company Name___ shall on a no less than annual basis provide evidence satisfactory to the City of Lincolnton how many jobs (as provided in Paragraph 3 herein) it has maintained.

6. a. In the event that the value of the investment actually made by _Company Name__pursuant to this agreement is greater or less than the Expected Capital Investment then the grant will be equitably adjusted upward or downward on a pro-rata basis.

b. In the event that the number of people in qualifying jobs actually employed by __Company Name__ pursuant to this Agreement in any year during the term of the Agreement is fewer than the Expected Number of Jobs, then the City may, in its discretion, reduce the amount of the Grant to be paid for the year (or seek reimbursement for the Grant already paid for said year) in the amount of $1,000.00 per job shortfall.

7. _Company Name___ specifically agrees that in the event that all or any portion of this agreement or any incentive grant or payment to be made hereunder is declared to be unconstitutional, illegal, or otherwise enjoined by a court of competent jurisdiction, _Company Name ___ shall indemnify and hold harmless the City of Lincolnton and the members of the City Council, individually and collectively, from any loss or liability and shall reimburse the City of Lincolnton by the amount of any such grant or payment.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

.

COMPANY

By:_____
President

CITY OF LINCOLNTON

By: _____
Ed Hatley, Mayor
City of Lincolnton

ATTEST:

_____
Daphne Ingram
Clerk to the City Council

STATE

COUNTY

This the ____day of _____, 20___, _____ personally came before me _____ and acknowledged that he/she is _____ of _____, a _____ corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument its name on its behalf as its act and deed.

Witness my hand and official stamp or seal, this _____ day of , 20_.

My Commission Expires:_____ _____
Notary Public

NORTH CAROLINA

LINCOLN COUNTY

This the _____ day of _____, 20__, personally came before me Daphne Ingram, Clerk to the City Council of the City of Lincolnton, North Carolina, who being by me duly sworn says that she knows the common seal of the City of Lincolnton, North Carolina and is acquainted with Ed Hatley, who is the Mayor of the City of Lincolnton, North Carolina, and that she, the said Daphne Ingram, is Clerk to the City Council of the City of Lincolnton, North Carolina, and saw the Mayor of the City of Lincolnton, North Carolina, sign the foregoing instrument and affix said seal to said instrument and that she, the said Daphne Ingram, signed her name in attestation of said instrument in the presence of said Mayor of the City of Lincolnton, North Carolina.

My Commission Expires:_____ _____
Notary Public

City of Lincolnton
INDUSTRIAL DEVELOPMENT INCENTIVE GRANT PROGRAM
FOR NEW AND EXISTING INDUSTRIES .500 Tax Rate

I. *OVERVIEW*

The City of Lincolnton has adopted the following Industrial Development Incentive Grant Program for purposes of recruitment of industry and increasing economic growth. The objectives of the grant program are to expand the tax base, to provide quality jobs for Lincolnton's residents, to promote economic development, and to secure the economic well-being of all citizens. The importance of sustaining and assisting with the growth of existing industries is well-documented. The diversification that comes with the addition of new industries to a county is needed to provide a broader economic base. The following paragraphs formalize the Incentive Grant Program.

II. *PROGRAM PARAMETERS*

The Industrial Development Incentive Grant involves a contractual agreement between the City of Lincolnton and new or existing industries for a financial incentive grant based upon the actual value of qualifying new capital investment (as determined below) made by such new or expanding industries within the corporate boundaries of the City of Lincolnton. Incentive grants made under this program will be identified by the particular project for which they are made and will be secured by a contract between the grant recipient and the City of Lincolnton. Such contract must identify the start date and completion date of the proposed project, which project shall not exceed two years in duration. The time period for a contract shall not be required to coincide with the City's fiscal year. Should conditions change such that the amount of the qualifying new capital investment is greater or less than the contracted amount, the financial incentive grants to be made hereunder will be adjusted accordingly on a pro-rata basis. Changes or additions to a project after a contract's completion date will require a separate contract.

The maximum amount of the financial incentive grant will be determined in accordance with the provisions set out in Section IV and will be specified in the contract. The grant may be adjusted based on the confirmed actual investment.

For purposes of the incentive grant, the new capital investment will be assessed by the Lincoln County Tax Department on January 1, following the first full year of completion. The financial incentive grant will be paid in three equal annual installments for qualifying investments of $750,000 up to $999,999 and 5 equal annual installments for qualifying investments of $1,000,000 up to $9,999,999 unless said investment results in the creation of 75 or more jobs; if said investment creates 75 or more jobs it will be paid in 7 equal annual installments. Financial incentive grants for qualifying investments of $10,000,000 to $19,999,999 will be paid in 7 equal annual installments. Financial incentive grants for qualifying investments of $20,000,000 or more will be paid in 8 equal installments. The first of the annual installments will be paid 30 days after their tax payment for the then-current year has been received by the Lincoln County Tax Office; and after the company notifies Lincoln Economic Development Association their taxes have been paid, provided, however, that any annual grant installment may be delayed or withheld if the grant recipient is delinquent in the payment to the City of Lincolnton or Lincoln County of any taxes, utility bills, or other fees owed the City.

The value of the qualifying new capital investment will be determined by the appraisers of the Lincoln County Tax Department based on enhancements to the City of Lincolnton's tax base. The Tax Department appraisers will consider only new investment in land, buildings,

machinery, equipment, and personal property, subject to the following guidelines:
(a) For new construction or expansion of existing construction, the amount that qualifies for consideration in calculating incentive grants will reflect only the amount by which the new construction or expansion enhances the value of the property beyond its value prior to the project, except regarding Shell Buildings outlined in section (d).

(b) The value of new investment in machinery, equipment, or other personal property eligible for consideration in calculating incentive grants will be limited to 70 percent of the amount of new investment in such property.

(c) For expansions of existing industries, the value of any machinery or equipment being phased out, replaced, or retrofitted as part of the project will be deducted from the value of replacement equipment in determining the amount that qualifies for consideration in calculating incentive grants.

(d) For Shell Buildings, the value of the property will qualify for consideration in calculating grants for the first buyer or tenant leasing for more than one year. Shell Buildings must be registered and approved by the Lincoln Economic Development Association to qualify for incentives.

If a grant recipient shall close, terminate, or reduce its operation by fifty percent (50%) or more during the five-year period of the grant, all further grant payments will cease, and the Industrial Development Incentive Grant for the recipient will be null and void.

Each project will be considered in accordance with the aforesaid guidelines. The Lincolnton City Council will review these guidelines annually and make any necessary or appropriate changes. The grant program may be changed or rescinded at any time but with the understanding that contracts outstanding at the time of such termination or change will be honored in accordance with the terms of such contracts.

III. ***PROJECT QUALIFICATIONS***

To be considered eligible for an Industrial Development Incentive Grant, a project must meet certain basic criteria. These criteria are to be used as guidelines in project evaluations. Additional criteria may be applied to specific projects based upon the terms of the contract between the grant recipient and the City of Lincolnton.

Factors to be considered shall include but not be limited to the following:

--the size of the project based upon investment in site development, plant facilities, and infrastructure;

--the number and type of jobs created and the anticipated hourly wages to be paid;

--potential for future expansion and increased employment;

--site specific initiatives that may be pursued to stimulate other development in areas that The City of Lincolnton may deem of significant benefit to the community.

IV. *APPLICATION OF THE GRANT PROGRAM .500 Tax Rate*

1. Level I Grant -- for qualifying new capital investment by new or expanding industries in an amount from $750,000 to $999,999.

The annual grant to be paid will be computed by multiplying the dollar amount of the investment (as determined by the appraisers of the Lincoln County Tax Department) by a factor of 0.0032500., which equates to a 65% reduction in taxes. *Multiplier factor to be adjusted accordingly with changes in adopted tax rate, reduction percentage remains constant.

2. Level II Grant -- for qualifying new capital investment by new or expanding industries in an amount from $1,000,000 to $9,999,999.

The annual grant to be paid will be computed by multiplying the dollar amount of the investment (as determined by the appraisers of the Lincoln County Tax Department) by a factor of 0.0037500, which equates to a 75% reduction in taxes.

3. Level III Grant -- for qualifying new capital investment by new or expanding industries in an amount of $10,000,000 to $19,999,999.

The annual grant to be paid will be computed by multiplying the dollar amount of the investment (as determined by the appraisers of the Lincoln County Tax Department) by a factor of 0.0042500, which equates to an 85% reduction in taxes.

4. Level IV Grant –for qualifying new capital investment by new or expanding industries in an amount of $20,000,000 or more.

The annual grant to be paid will be computed by multiplying the dollar amount of the investment (as determined by the appraisers of the Lincoln County Tax Department) by a factor of 0.0047500, which equates to a 95% reduction in taxes.

*For all levels multiplying factor to be adjusted accordingly with changes in adopted tax rate, reduction percentage remains constant.

Additional incentives such as the Green Initiatives will be offered to qualifying companies through Lincoln County, for industries the grant will begin after payment of the Industrial Development Incentive Grant Program.

V. ***PUBLIC HEARING***

Upon receipt of a grant application, and prior to approval of such application, the City of Lincolnton shall hold a public hearing after due advertisement in accordance with the provisions of N. C. G. S. 158-7.1.

Approved and adopted at the regular monthly meeting of the Lincolnton City Council on the 6th day of September, 2001, and amended by the Council February 7th, 2008, (I do not have the date, but it was again amended in 2015) and most recently amended by the Board on _____.

ATTEST:

LINCOLN COUNTY INCENTIVE GRANT AGREEMENT

THIS AGREEMENT is made and entered into as of the ____ day of _____, 20____ by and between LINCOLN COUNTY, a body corporate and politic (hereinafter referred to as "the County"), and [COMPANY NAME], a [STATE][COMPANY TYPE] (hereinafter referred to as "Company") (the County and Company shall be collectively referred to herein as the "Parties")

WITNESSETH:

WHEREAS, the Company has developed plans for [SPECIFICS OF PROJECT] in Lincoln County, North Carolina (the "Project");

WHEREAS, the Lincoln County Board of Commissioners believes that the location of new industries and the expansion of existing industries is vital to the economic health of Lincoln County and to the welfare of its citizens; and

WHEREAS, the Board of Commissioners wishes to encourage such development by means of offering incentives to recruit new industries and to aid in expansion of existing industries; and

WHEREAS, such incentives are predicated on the notion of expanding Lincoln County's tax base and providing additional jobs for Lincoln County's citizens that pay wages higher than the current prevailing average hourly wage in the particular industry; and

WHEREAS, the Lincoln County Board of Commissioners has determined that it is appropriate and in the best interests of Lincoln County and its citizens to offer incentives in the form of both cash grants and assistance with making public services available; and

WHEREAS, the Lincoln County Board of Commissioners believes that it is appropriate and reasonable to expect the Company to bind itself to the County to produce certain results in conjunction with the project described herein as conditions of the incentives being offered by the County;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein the parties hereby agree as follows:

1. On or before [DATE] (the "Start Date"), the Company shall begin the Project in Lincoln County, North Carolina. The project shall be complete no later than December 31st immediately following the end of a twenty-four (24) month term from the Start Date (the "End Date").

2. Investment. Prior to the End Date, the Company shall make an investment upon such site as designated in the Project in the amount of [INVESTMENT $$] (the "Expected Capital Investment") of which [QUALIFIED AMOUNTS] shall qualify for incentives under the Lincoln County Industrial Development Incentive Grant Program for New and Existing Industries as a Level [LEVEL #] Grant.

3. [IF REQUIRED] Job Creation. Prior to the End Date, the Company shall provide an additional [NUMBER] jobs within Lincoln County paying an average wage of [WAGE], including benefits. The Company shall be required to provide satisfactory evidence to the County of how many jobs have been created and maintained during the Term established herein.

4. Payment Terms. In consideration of the performance of the Project by the Company, the County shall provide cash grants to the Company in the amount of [GRANT AMOUNT] (the "Grant Amount"). The payments shall be made for a period of [#] years (the "Term") as a Level [LEVEL #] Grant.

TEMPLATE

a. The County shall begin payment of the cash grants during the tax year following either: (i) the Project completion date or (ii) the End Date, whichever occurs first. No payments shall be made if the Project is not completed.

b. The cash grants shall be paid to the Company within 30 days following the Company's payment of all taxes due and owing to Lincoln County (and the City of Lincolnton, if applicable) and notification to Lincoln Economic Development Association.

c. If the Company owes any outstanding taxes to the County (or the City of Lincolnton), then all outstanding tax bills shall be paid prior to disbursement of any cash grants hereunder.

5. Change of Investment Amount. In the event that the Expected Capital Investment is more or less than the actual value of the investment then the Grant Amount shall be equitably adjusted upward or downward on a pro-rata basis.

6. [IF REQUIRED] Change in Job Creation. In the event that the number of jobs created is less than those required hereunder, in any given year, then the County may, in its sole discretion, reduce the Grant Amount for that specific year, or seek reimbursement from the Company, in the amount of One Thousand Dollars ($1,000.00) per job.

7. Governing Law and Venue. This Agreement is made under and shall be governed and construed in accordance with the laws of the State of North Carolina. Any dispute or litigation arising from this Agreement shall be filed in state courts located in Lincoln County, North Carolina. In no circumstances shall the County be required to participate in arbitration surrounding a dispute arising under the Contract.

8. Indemnity. The Company agrees that in the event that all or any portion of this Agreement, or any incentive grant or payment to be made hereunder, is declared to be unconstitutional, illegal or otherwise enjoined by a court of competent jurisdiction, then the Company shall indemnify and hold harmless the County, its employees, elected officials, or agents, from any loss or liability and shall be required to reimburse the County for any amount of said grant or payment provided for hereunder.

9. Amendments. This Agreement constitutes the final agreement between the parties, and may not be changed, waived, altered or amended except by a change order or other document, in writing, signed by all parties hereto

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

SIGNATURES TO APPEAR ON FOLLOWING PAGES

TEMPLATE

LINCOLN COUNTY

By: _____
Name: [NAME OF CHAIR]
Title: Chair of Board of Commissioners

ATTEST:

(SEAL)

_____
[NAME OF CLERK]
Clerk to the Board of Commissioners

Pre-Audit Certificate

This document has been pre-audited in the manner required by Local Government Budget and Fiscal Control Act.

_____
Finance Officer for Lincoln County

Approved as to Form.

_____
County Attorney

STATE OF NORTH CAROLINA
COUNTY OF LINCOLN

This the ___ day of _____, 20___ personally came before me the Clerk to the Board of Commissioners [NAME OF CLERK], who being by me duly sworn says that they know the common seal of Lincoln County, North Carolina and is acquainted with [NAME OF CHAIR], Chair of the Board of Commissioners, and that they, the Clerk to the Board of Commissioners saw the Chair of the Board of Commissioners execute the foregoing instrument and affixed their seal, and that they, the Clerk to the Board of Commissioners, affixed her name in attestation of said instrument in the presence of the Chair.

(SEAL)

_____
Notary Public
My Commission Expires: _____

TEMPLATE

COMPANY:
[COMPANY NAME]

By: _____
Name: [NAME OF SIGNOR]
Title: [TITLE OF SIGNOR]

ATTEST:

(CORPORATE SEAL)

_____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

This the ___ day of _____, 20___ personally came before me [NAME OF SIGNOR] and acknowledged that they are the [TITLE OF SIGNOR] of [COMPANY NAME], and that by authority duly granted and as an act of the [COMPANY TYPE], executed the foregoing instrument in its name and on its behalf as its act.

(SEAL)

_____
Notary Public
My Commission Expires: _____

TEMPLATE

LINCOLN COUNTY
INDUSTRIAL DEVELOPMENT INCENTIVE
GRANT PROGRAM FOR
NEW AND EXISTING INDUSTRIES

I. OVERVIEW

Lincoln County has adopted the following Industrial Development Incentive Grant Program for purposes of recruitment of industry and increasing economic growth pursuant to Chapter 158 of the General Statutes. The objectives of the grant program are to expand the tax base, to provide quality jobs for Lincoln County's residents, to promote economic development, and to secure the economic well-being of all citizens. The importance of sustaining and assisting with the growth of existing industries is well-documented. The diversification that comes with the addition of new industries to a county is needed to provide a broader economic base. The following paragraphs formalize the Incentive Grant Program.

II. PROGRAM PARAMETERS

The Industrial Development Incentive Grant involves a contractual agreement between Lincoln County and new or existing industries (the "Grant Recipient") for a financial incentive grant based on the actual value of qualifying new capital investment, as determined herein, made by such new or expanding industries within the corporate boundaries of Lincoln County (the "Incentive Grant").

The Incentive Grants shall be based on different levels of capital investments, and designated as follows:

(A) Level I Grant. A Level I Grant shall be available for qualifying new capital investment by new or expanding industries in an amount from $750,000.00 to $999,999.99.

(B) Level II Grant. A Level II Grant shall be available for qualifying new capital investment by new or expanding industries in an amount from $1,000,000.00 to $9,999,99.99.

(C) Level III Grant. A Level III Grant shall be available for qualifying new capital investment by new or expanding industries in an amount of $10,000,000.00 to $19,999,999.99.

(D) Level IV Grant. A Level IV Grant shall be available for qualifying new capital investment by new or expanding industries in an amount of $20,000,000.00 or more.

Additional incentives may be offered to qualifying companies through Lincoln County. Those incentives shall not be eligible to begin until after payment of this Incentive Grant.

Calculation of Incentive Grant Amount. The Incentive Grant shall be computed

(A) Level I Grant. The Incentive Grant shall be computed by multiplying the dollar amount of the investment by a factor set each tax year that equates to a 65% reduction in taxes.

(B) Level II Grant. The annual Incentive Grants shall be computed by multiplying the dollar amount of the investment by a factor set each tax year that equates to a 75% reduction in taxes.

(C) Level III Grant. The annual grant to be paid will be computed by multiplying the dollar

amount of the investment by a factor set each tax year that equates to an 85% reduction in taxes

(E) Level IV Grant. The annual grant to be paid will be computed by multiplying the dollar amount of the investment by a factor set each tax year that equates to a 95% reduction in taxes.

The dollar amount of the investment shall be determined by the appraisers of the Lincoln County Tax Department.

Incentive Grant Contract. Incentive Grants made under this program will be identified by the particular project (the "Project") for which they are made and will be secured by a contract between the Grant Recipient and Lincoln County (the "Contract"). The Contract must identify, at a minimum, the following: (i) the term of the Project including the start date and completion date; (ii) the value of the qualifying new investment; (iii) a detailed description of the Project that is being covered; and (iv) the maximum amount of the Incentive Grant as established by the terms of this Policy. In addition, no project shall exceed a time limit of December 31st following the end of a 24-month term, and no Contract shall be required to coincide with Lincoln County's fiscal year. For the purposes of the Incentive Grant, the new capital investment will be assessed by the Lincoln County Tax Department on January 1st, following the first full year of completion of the Contract. The Board of Commissioners shall have the authority to enter into a Contract for a longer period of time if the Project is determined to justify said extended time.

Payment Terms. The Incentive Grant shall be paid to the Grant Recipient for the following periods, unless otherwise set forth in the Contract:

(A) Level I Grant. The Incentive Grant shall be paid in three (3) equal annual installments.
(B) Level II Grant. The Incentive Grant shall be paid in five (5) equal annual installments unless said investment results in the creation of 75 or more jobs; if said investment creates 75 or more jobs it will be paid in seven (7) equal annual installments.
(C) Level III Grant. The Incentive Grant shall be paid in seven (7) equal annual installments.
(D) Level IV Grant. The Incentive Grant shall be paid in eight (8) equal annual installments.

The first of the annual installments will be paid approximately 30 days after their tax payment for the then-current year has been received by Lincoln County; and after the company notifies Lincoln Economic Development Association their taxes have been paid. However, any annual grant installment may be delayed or withheld if the grant recipient is delinquent in the payment to Lincoln County of any taxes, utility bills, or other fees owed to the County.

The value of the qualifying new capital investment will be determined by the appraisers of the Lincoln County Tax Department on the basis of enhancements to Lincoln County's tax base. The Tax Department appraisers will consider only new investment in land, buildings, machinery, equipment, and personal property, subject to the following guidelines:

(A) For new construction or expansion of existing construction, the amount that qualifies for consideration in calculating incentive grants will reflect only the amount by which the new construction or expansion enhances the value of the property beyond its value prior to the project, except in regard to Shell Buildings outlined in section (d).

(B) The value of new investment in machinery, equipment, or other personal property eligible

for consideration in calculating incentive grants will be limited to 70 percent of the amount of new investment in such property.

(C) For expansions of existing industries, the value of any machinery or equipment being phased out, replaced, or retrofitted as part of the project will be deducted from the value of replacement equipment in determining the amount that qualifies for consideration in calculating incentive grants.

(D) For Shell Buildings, the value of the property will qualify for consideration in calculating grants for the first buyer or tenant leasing for more than one year. Shell Buildings must be registered and approved by the Lincoln Economic Development Association to qualify for incentives.

If a grant recipient shall close, terminate, or reduce its operation by fifty percent (50%) or more during the period of the grant, all further grant payments will cease, and the Industrial Development Incentive Grant for the recipient will be null and void.

Each project will be considered in accordance with the aforesaid guidelines. The Lincoln County Board of Commissioners will review these guidelines annually and make any necessary or appropriate changes. The grant program may be changed or rescinded at any time but with the understanding that contracts outstanding at the time of such termination or change will be honored in accordance with the terms of such contracts.

III. PROJECT QUALIFICATIONS

To be considered eligible for an Industrial Development Incentive Grant, a Project must meet certain basic criteria. These criteria are to be used as guidelines in project evaluations. Additional criteria may be applied to specific projects based upon the terms of the contract between the Grant Recipient and the County.

Factors that must be considered in each Project shall include:

- The size of the project based upon investment in site development, plant facilities, and infrastructure; and
- The number and type of jobs created and the anticipated hourly wages to be paid.

In addition, the following factors may be considered in addition to those provided above:

- The potential for future expansion and increased employment;
- Any site-specific initiatives that may be pursued to stimulate other development in areas that Lincoln County may deem of significant benefit to the community.

IV. PUBLIC HEARING

Upon receipt of a grant application, and prior to approval of such application, the Lincoln County Board of Commissioners shall hold a public hearing after due advertisement in accordance with the provisions of N.C.G.S. §158-7.1.

LINCOLNTON

AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council

Date: September 3, 2026

From: Cliff Brumfield

Subject: Lincoln Economic Development Association (LEDA) Update

---

Summary:

Background:

Fiscal Impact:

Recommendation:

Attachments:

1. Sept. 2026 City Council LEDA Slides

LINCOLN ECONOMIC DEVELOPMENT ASSOCIATION
LINCOLN COUNTY, NORTH CAROLINA
www.lincolneda.org

Existing Industries Continue to Invest

New and Pending Projects Include Cataler, Blum, GNEM, Active Concepts, LeeBoy, Hydac, Lincoln County Fabricators, Kirk & Matz

Three additional Expansions in the works being assisted by LEDA

Investments support facility expansion, equipment modernization, additional equipment lines, and job creation/retention

Demonstrates continued confidence in Lincolnton and Lincoln County's manufacturing base, workforce initiatives, and our community being a solid choice for investment

LINCOLN ECONOMIC DEVELOPMENT ASSOCIATION
LINCOLN COUNTY, NORTH CAROLINA
www.lincolneda.org

New Industry Recruitment Activity

- After a considerable slowdown of prospective industry inquiries across the region, we are seeing increased activity
- 34 New Industry Request for Information Submitted in the prior fiscal year; considerably larger number of request not submitted for due to lack of being a good fit for Lincolnton and Lincoln County
- Having a robust lineup of available, market ready product gives Lincolnton and Lincoln County a strong advantage to play in this improved recruiting arena
- Geopolitical forces will continue to dampen activity although the increase in activity is promising
- Feedback from prospects on local workforce pipeline initiatives between LEDA, Lincoln County Schools and Gaston College is very positive, reinforcing the effort





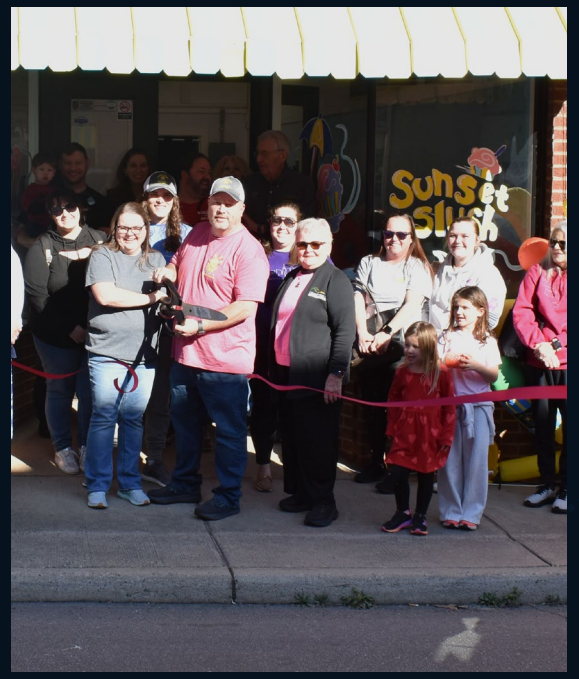


Milk & Honey Mercantile – February 12th, 2026
Located at 107 West Court Square







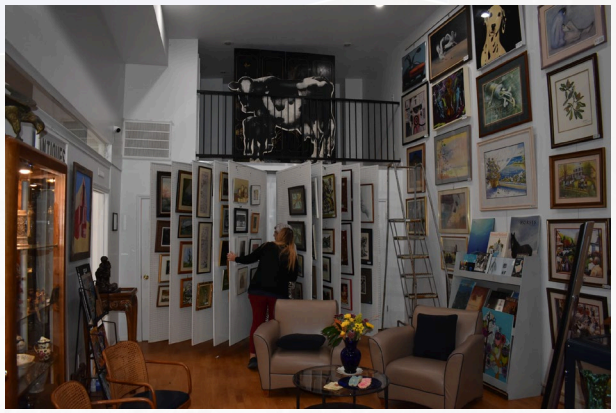




Sunset Slush
February 13th
111 S. Academy Street

SUNSET SLUSH
Classic Italian Ice®
est.2003

Artique Gallery
214 S. Academy Street, Lincolnton







Ribbon Cutting, Thursday August 20th 3:00



Future Ribbon Cuttings

October 2nd 3:00

ASPEN OUTPOST

T.B.D.

Sunshine Kitchen

ConnectED: In-Region New Industry Projects Consultants Event

- The upcoming ConnectED event through our participating in the Charlotte Regional Business Alliance will focus on the theme “Built on Business. Powered by Partnerships,” “targeting site selection consultants from the Charlotte Greenville, and Atlanta areas along with other select, high value consultants we have engaged with across the United States.
- The itinerary will feature industry-specific breakout group tours to highlight regional partners, clustering participating counties by target industries (e.g. Advanced Manufacturing, Advanced Textiles, Aerospace, Life Sciences).

LINCOLN ECONOMIC DEVELOPMENT ASSOCIATION
LINCOLN COUNTY, NORTH CAROLINA
www.lincolneda.org

Key Properties for New Investment – Axial Midway 321 by Crescent, 174K SF





LINCOLN ECONOMIC DEVELOPMENT ASSOCIATION
LINCOLN COUNTY, NORTH CAROLINA
www.lincolneda.org

Key Properties for New Investment, 3099 Finger Mill Rd, WP Carey, 304,000 SF



Save the Dates-
Forklift Rodeo – Friday, October 2nd
Annual Industrial Appreciation Event – October 22nd









Thank You City of Lincolnton

LINCOLNTON

AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council

Date: September 3, 2026

From: Pamela McBryde, Finance Director

Subject: Consideration of Request to Approve Budget Amendment to the Annual Budget Ordinance for the Fiscal Year ending June 30, 2027

Summary:

Background:

Fiscal Impact:

Recommendation:

Approval

Attachments:

1. Budget Amendment - BA-08-26 (1)

CITY COUNCIL
Ed L. Hatley, Mayor
Kevin Demeny, Mayor Pro-Tem
Roby D. Jetton
Mark Johnson
Jill Tipton
CITY ATTORNEY
John M. Friguglietti, Jr.
john@davidsonlawyers.net

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

CITY MANAGER
Richard Haynes
rhaynes@lincolntonnc.org
ASSISTANT CITY MANAGER
Scott Clark
sclark@lincolntonnc.org
CITY CLERK
Daphne Ingram
dingram@lincolntonnc.org

BA-08-26

BE IT ORDAINED by the Governing Board of the City of Lincolnton, North Carolina, that the following amendment be made to the Annual Budget Ordinance for the fiscal year ending June 30, 2027.

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

Police	$	690
Fire		120,377
Public Works		50
Street		20,263
IT General Services		100
	$	141,480

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

PD: Report/Fingerprint Fees		610
FD: Misc. Revenue		120,377
General: Insurance Settlement		1,163
General: Repair Settlement		19,330
	$	141,480

General Fund: Police Dept. revenues- reports/fingerprint fees, Insurance settlement: (1) CAT-Bollard damage; (2) USSA-Sign and Hydrant (W Pine/N Grove Street) damage, Repair settlement: (1) Utility Cut repairs-Roto Rooter; (2) WWTP work by Street Department, and Timken Foundation Grant - Fire Department Critical Equipment Acquisition.

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

Water Treatment Plant	$	10,747
Distribution and Collection		1,508
Wastewater Treatment Plant		265,853
Water and Sewer Intangibles		44
	$	278,152

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

Other Operating Revenues	$	278,152
	$	278,152

Water and Sewer Fund: PFAS Settlement payments - 3M-payment #3 , Insurance-USSA-Sign and Hydrant (W Pine/N Grove Street) damage, and Water/Wastewater System Development Fees.

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

Electric Operations	$	246

Section 8: To amend the Electric Fund, the revenues are to be changed as follows:

Other Operating Revenue	$	246
	$	246

Section 16: Appropriations are authorized by fund totals. The City Manager is authorized to reallocate fund appropriations among line item objects of expenditures and revenues as necessary during the budget year.

Section 17: Copies of this Budget Ordinance shall be furnished to the Clerk to the Governing Board and to the Budget Officer and Finance Director to be kept on file by them for their direction in the disbursement of funds.

TOTAL AMENDMENT	$	419,878

Adopted this 3rd day of September, 2026

Attest:

Daphne Ingram	Edward L Hatley
City Clerk	Mayor

LINCOLNTON

AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council

Date: September 3, 2026

From: Pamela McBryde, Finance Director

Subject: Consideration of Contract - Electric Metering Project between the City of Lincolnton and Lincolnton Housing Authority

---

Summary:

Background:

Fiscal Impact:

Recommendation:

Attachments:

1. Draft-Housing Authority Metering Project Memo_1 (1)

MEMORANDUM OF AGREEMENT

TO: Lincolnton Housing Authority

FROM: City of Lincolnton

DATE: September 3, 2026

SUBJECT: Contract Memorandum – Individual Electrical Metering Project

1. Purpose & Scope

This memorandum establishes the framework for a cooperative agreement between the City of Lincolnton (the "City") and the Lincolnton Housing Authority (the "Housing Authority") to transition the current multi-family residential units that are “mass metered” to individually metered accounts.

2. Procurement & Reimbursement

- **City Responsibility:** The City shall assume full responsibility for calculating and ordering the actual quantity of individual electric meters required to properly instrument all designated housing authority apartments.
- **Housing Authority Responsibility:** Following the initial purchase of the equipment by the City, the Housing Authority agrees to fully and promptly reimburse the City for the actual cost of the procured meters.

3. Installation & Long-Term Maintenance

- **Operational Demarcation:** The City shall be responsible for the physical installation of the new electric meters and shall handle all subsequent technical maintenance of the meter themselves. In the future, if meters stop or malfunction due to normal wear and tear, the City will replace the meter at no cost to the Housing Authority. The City shall not be responsible for the cost of repair or replacement of any meters damaged or defective due to negligence, tampering or malfeasance on the part of the Housing Authority, its agents or its tenants or guests there of.
- **Property Infrastructure Maintenance:** The Housing Authority shall retain full ownership and operational responsibility for maintaining the structural connections at and within the meter boxes, as well as within the dwellings.
- **Project Phasing**: The work will be completed in five distinct phases, contingent upon the availability of funding.
    - Phase 1 - Housing on Sumner St, N. Flint St, and McBee St, including the Housing Authority Main Office, totaling 26 meters.
    - Phase 2 -Housing on Sherrill Ave and Pine St., totaling 21 meters.
    - Phase 3 - Housing on Catawba St, Lincoln St, Linden St, Cline St, and Edwards Street, totaling 41 meters.
    - Phase 4 - Housing on High St and Church St, totaling 14 meters.
    - Phase 5 - All housing and buildings (including daycare building) on Mauney Dr

DRAFT

and Deaton Ave., totaling 98 meters.

4. Mutual Benefits & Strategic Alignment

This agreement serves the strategic and operational interests of both entities:

- **For the City of Lincolnton:** Implementing modern metering directly addresses revenue degradation caused by the current infrastructure, which consists of aging meters that are slowing down. The City will capture accurate, real-time revenue for all electrical consumption passing through the new infrastructure.
- **For the Lincolnton Housing Authority:** The transition empowers administration with precise visibility into individual tenant utility consumption patterns. Furthermore, it completely removes the burden of long-term maintenance of individual meter hardware from the Housing Authority's operational budget.

5. Rate & Billing Structure

- **Rate Code Structure:** The City shall establish a new rate code for individually metered accounts, to be billed monthly. Each phase will include a "main account" designated for water meters, sewer charges, community electric meters, and security lighting, incorporating the base charges for the replaced meters.
- **Individual Accounts:** The rate code for individual accounts will be limited to measuring electric usage for that specific meter.
- **Community Accounts:** Community accounts will be billed at a rate inclusive of base charges, REPS fees, and consumption for the specific building meter.
- **Billing Responsibility:** All monthly invoices will be issued to the Lincolnton Housing Authority, which shall maintain responsibility for timely payment.

6. Length of Terms & Agreement

- **Term and Renewal:** This agreement shall remain in effect for an initial five-year term, with automatic renewals for successive five-year periods, unless at least one party provides prior written notice (90 days or more) of requested changes to the agreement.
- **Termination:** Either party may terminate this agreement upon written notice **(90 days)**. Following the receipt of such notice, the City shall have three billing cycles to implement the necessary billing adjustments.

Signatures To Appear on the Following Page:

DRAFT

City of Lincolnton:

X

Ed Hatley
City Mayor

X

Richard Haynes
City Manager

X

Pamela McBryde
Finance Director

Lincolnton Housing Authority:

X

Barbara Bynum
Executive Director

DRAFT

LINCOLNTON

AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council

Date: September 3, 2026

From: Nathan Eurey, Public Services Director

Subject: Resolution Authorizing the Surplus and Donation of Recreational Equipment

---

Summary:

Background:

Fiscal Impact:

Recommendation:

Attachments:

1. Resolution - surplus property donation special olympics lincoln county

CITY COUNCIL

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

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

CITY MANAGER

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

A RESOLUTION AUTHORIZING THE SURPLUS AND DONATION OF RECREATIONAL EQUIPMENT TO SPECIAL OLYMPICS LINCOLN COUNTY

WHEREAS, the Parks and Recreation Department currently maintains in its inventory three (3) used pickleball nets and frames acquired prior to 2020; and

WHEREAS, the Parks and Recreation Department has recently acquired three (3) new pickleball net systems, rendering the existing three (3) used net systems unnecessary and surplus to the needs of the department; and

WHEREAS, Special Olympics Lincoln County provides vital athletic programming and community engagement opportunities for local athletes; and

WHEREAS, donating said surplus equipment directly supports the ongoing mission of Special Olympics Lincoln County and benefits the local community.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body that:

1. **Declaration of Surplus:** The three (3) used pickleball nets and frames acquired prior to 2020 are hereby officially declared surplus property.

2. **Authorization to Donate:** The Finance Director and Public Services Director are hereby authorized to take all necessary administrative steps to execute the formal transfer and donation of the surplus equipment to Special Olympics Lincoln County.

Duly adopted this _____ day of _____, 2026.

_____
Ed Hatley, Mayor

ATTEST:

_____
Daphne Ingram, City Clerk

LINCOLNTON

AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council

Date: September 3, 2026

From: Daphne Ingram, City Clerk

Subject: Consideration of Request to Appoint the Nominations for the 2026-2027 Student Advisory Council

---

Summary:

Each of the Lincoln County high schools were asked to submit the names of students to serve on the 2026-2027 Lincolnton Student Advisory Council. Lincolnton, East West and North Lincoln High Schools can nominate five students. Lincoln Charter High School can nominate two. There are three additional slots for students not submitted by their principals. They can request to be nominated by a council member. Included is the list of names that have been received at this time.

Background:

Per the committee bylaws, the purpose of the Student Advisory Council is to solicit the opinions of civic-minded young people on matters that will serve their age groups now and into the future. The interaction of opinions from all geographic areas of Lincoln County, can be a value to the Lincolnton City Council in their deliberation of issues. The membership will, based on their involvement, gain an education in civic and civic responsibility.

Fiscal Impact:

Recommendation:

Approval of appointments as presented

Attachments:

1. 2026-2027 Student Advisory Council Roster

2026 - 2027
CITY OF LINCOLNTON
STUDENT ADVISORY COUNCIL

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

WEST LINCOLN HIGH SCHOOL

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

Margaret "Scout" Barkley – Junior
1315 Cat Square Road
Vale, NC 28168
704-682-9244
Margaret.Barkley@students.lincoln.k12.nc.us

Madison Parks – Senior
1823 Pioneer Trail
Lincolnton, NC 28092
908-925-4828 – cell
madison.parks@students.lincoln.k12.nc.us

Ella Boyles – Junior
349 Leonard Road
Lincolnton, NC 28092
704-530-0302 - cell
Ella.boyles@students.lincoln.k12.nc.us

Piper Jenkins – Junior
1095 Howards Creek Mill Road
Vale, NC 28168
704-476-9906 – Cell
Piper.Jenkins@students.lincoln.k12.nc.us

DRAFT

NORTH LINCOLN HIGH SCHOOL

Morgan Bolick - Senior
3754 Innes Ln
Maiden, NC 28650
Morgan.Bolick@students.lincoln.k12.nc.us
(704) 928-5473

Karsyn Kerley - Senior
1218 Ivey Church Rd
Maiden, NC 28650
karsyn.kerley@students.lincoln.k12.nc.us
(828) 612-7607

Caleb Trotter - Senior
7499 Barfield Ln
Denver, NC 28037
Caleb.Trotter@students.lincoln.k12.nc.us
(704) 215-1500

Isabella Bruns - Junior
1401 Arden Dr
Lincolnton, NC 28092
Isabella.Bruns@students.lincoln.k12.nc.us
(980) 888-5068

Luca Sharon - Junior
2826 Lake Shore Rd S
Denver, NC 28037
Luca.Sharon@students.lincoln.k12.nc.us
(720) 376-9925

EAST LINCOLN HIGH SCHOOL

Saylor Ledford - Senior
8170 Stillwater Dr.
Denver, NC 28037
Saylor.Ledford@students.lincoln.k12.nc.us
Cell #

Finley Westall - Senior
1766 Mt. Carmel Cir
Denver, NC 28037
Cell#
Finley.Westall@students.lincoln.k12.nc.us

Adriana Espinosa Benton (Sophia) - Senior
828 Pinkney Place
Stanley, NC 28164
980-250-9691
adriana.espinosabenton@students.lincoln.k12.nc.us

Sophia Jones- Senior
8020 Turnberry Lane
Stanley, NC 28164
704-308-4755
sophia.jones@students.lincoln.k12.nc.us

Brady Marhenke - Junior
6104 Ballard Road
Denver, NC 28037
Cell#
brady.markenke@students.lincoln.k12.nc.us

DRA

LINCOLNTON HIGH SCHOOL

Carrington Barker - Senior
209 Arbor Run Drive Apt. N
Lincolnton, NC 28092
980-429-3247
Carrington.barker@students.lincoln.k12.nc.us

Brehana Bogle – Senior
177 Donaldson Drive
Lincolnton, NC 28092
704-967-9543
Brehana.bogle@students.lincoln.k12.nc.us

Clara Parlier – Senior
2859 Startown Road
Lincolnton, NC 28092
704-742-6551
Clara.parlier@students.lincoln.k12.nc.us

Kaliya Key - Junior
Add
Lincolnton, NC 28092
Email address
Cell #

Camila Ochoa - Junior
Add
Lincolnton, NC 28092
Email address
Cell #

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Lincoln Charter School

Bryleigh Rhodes - Senior
1580 Roseland Drive
Lincolnton, NC 28092
704-740-2100
brhodes@student.lincolncharter.org

Journey Lail - Junior
1488 West Hwy. 27
Lincolnton, NC 28092
980-925-9702
jlail@student.Lincolncharter.org

DRAFT

Recommended Council Appointments

Raygan Phillips – Senior — Lincolnton
Address
Lincolnton, NC 28092
Cell #
Email Address

Miles Heavner – Junior (council appointment) — West Lincoln
489 Alf Hoover Road
Lincolnton, NC 28092
Miles.Heavner@students.lincoln.k12.nc.us

Eden Ledford — West Lincoln
Address
Lincolnton, NC 28092
Cell #
Email Address

Blair Bynum - Junior
Address 2052 Magnolia Grove Rd, Iron Station, NC 28080
Email: Aubry.Bynum@students.lincoln.k12.nc.us

Emma Kuehl - Junior
Address 7649 Woodcrest Drive, Iron Station, NC 28164
Email: emma.kuehl@students.lincoln.k12.nc.us

Riley Hale - Senior
Address 7494 Sedgebrook Dr W Stanley, NC 28164
Email: Rylie.Hale@students.lincoln.k12.nc.us

DRAFT

LINCOLNTON

AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council

Date: September 3, 2026

From: Ritchie Haynes, City Manager

Subject: Consideration of Request from the North Carolina Department of Transportation — Abandonment and Acceptance of S. Cedar Street

---

Summary:

Background:

Fiscal Impact:

Recommendation:

Attachments:

1. PETITION AND RESOLUTION FOR ROAD ABANDONMENT AND MUNICIPAL TRANSFER
2. RESOLUTION - ROAD ABANDONMENT AND MUNICIPAL TRANSFER

PETITION AND RESOLUTION FOR ROAD ABANDONMENT AND MUNICIPAL TRANSFER

TO:

North Carolina Department of Transportation

Division of Highways — District Office (Division 12)

Lincoln County, North Carolina

WHEREAS, the undersigned is the sole fee simple owner of all real property abutting and adjoining **Secondary Road 1939** (SR 1939), located within Lincoln County, North Carolina; and

WHEREAS, Secondary Road 1939 is currently part of the State Maintained Secondary Road System under the jurisdiction of the North Carolina Department of Transportation (NCDOT) Division of Highways; and

WHEREAS, the undersigned requests that the NCDOT abandon the maintenance and status of Secondary Road 1939 from the State Maintained Secondary Road System in its entirety; and

WHEREAS, upon abandonment by the NCDOT, the **City of Lincolnton, North Carolina**, has agreed to formally accept dedication, take full property ownership, and assume all future maintenance responsibilities of said Secondary Road 1939 into the municipal street system; and

WHEREAS, the abandonment by NCDOT and subsequent transfer to the City of Lincolnton will not deprive any property owner, individual, or entity of a reasonable means of ingress or egress, and the public interest will be served by transferring jurisdiction to the municipality.

NOW, THEREFORE, BE IT RESOLVED, that the undersigned property owner hereby formally petitions and requests that the Board of Transportation and the NCDOT Division of Highways abandon **Secondary Road 1939** in Lincoln County, NC, from the State Maintained System pursuant to N.C.G.S. § 136-63, contingent upon and subject to the **City of Lincolnton** accepting full ownership, dedicated right-of-way, and maintenance jurisdiction of the roadway.

PROPERTY LOCATION AND LIMITS:

- **Road Name / SR Number:** Secondary Road 1939 (SR 1939)
- **County / Municipality:** Lincoln County / City of Lincolnton, NC

- **Description / Termini:** [Insert starting point, e.g., *Intersection with SR XXXX*] to [Insert ending point, e.g., *End of state maintenance / Dead end*]

- **Total Length/Mileage:** Approx. [Insert Mileage, e.g., 0.25 miles]

IN WITNESS WHEREOF, the undersigned property owner has executed this document this _____ day of _____**, 20**.

Signature of Property Owner

Printed Name of Property Owner

Property Address / Parcel ID Number(s)

CITY OF LINCOLNTON ACCEPTANCE OF OWNERSHIP

BE IT KNOWN, that the City of Lincolnton, North Carolina, hereby concurs with this request and confirms that upon final abandonment of Secondary Road 1939 from the NCDOT State Maintained System, the City of Lincolnton will officially accept ownership, right-of-way dedication, and ongoing maintenance responsibilities for the described road segment.

Authorized Official Signature (City Manager / City Clerk)

Title

Date

ACKNOWLEDGMENT (NOTARY PUBLIC)

STATE OF NORTH CAROLINA

COUNTY OF LINCOLN

I, _____, a Notary Public for said County and State, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the _____ day of _____**, 20**.

Notary Public

My Commission Expires: _____

(Official Seal)

Required Attachments

- **City Council Resolution / Municipal Agreement:** Ensure a copy of the official City of Lincolnton City Council resolution or annexation agreement agreeing to accept SR 1939 into the city street system is attached to your submission.

- **NCDOT Form SR-3:** Complete the standard Petition for Road Abandonment with Division 12.

CITY COUNCIL

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

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

CITY MANAGER

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

PETITION AND RESOLUTION FOR ROAD ABANDONMENT AND MUNICIPAL TRANSFER

WHEREAS, the undersigned is the sole fee simple owner of all real property abutting and adjoining **Secondary Road 1939** (SR 1939), located within Lincoln County, North Carolina; and

WHEREAS, Secondary Road 1939 is currently part of the State Maintained Secondary Road System under the jurisdiction of the North Carolina Department of Transportation (NCDOT) Division of Highways; and

WHEREAS, the undersigned requests that the NCDOT abandon the maintenance and status of Secondary Road 1939 from the State Maintained Secondary Road System in its entirety; and

WHEREAS, upon abandonment by the NCDOT, the **City of Lincolnton, North Carolina**, has agreed to formally accept dedication, take full property ownership, and assume all future maintenance responsibilities of said Secondary Road 1939 into the municipal street system; and

WHEREAS, the abandonment by NCDOT and subsequent transfer to the City of Lincolnton will not deprive any property owner, individual, or entity of a reasonable means of ingress or egress, and the public interest will be served by transferring jurisdiction to the municipality.

NOW, THEREFORE, BE IT RESOLVED, that the undersigned property owner hereby formally petitions and requests that the Board of Transportation and the NCDOT Division of Highways abandon **Secondary Road 1939** in Lincoln County, NC, from the State Maintained System pursuant to N.C.G.S. § 136-63, contingent upon and subject to the **City of Lincolnton** accepting full ownership, dedicated right-of-way, and maintenance jurisdiction of the roadway.

Adopted this the ____ day of _____. 20__.

_____
Ed Hatley, Mayor

seal

CITY OF LINCOLNTON ACCEPTANCE OF OWNERSHIP

BE IT KNOWN, that the City of Lincolnton, North Carolina, hereby confirms that upon final abandonment of Secondary Road 1939 from the NCDOT State Maintained System, the City of Lincolnton will officially accept ownership, right-of-way dedication, and ongoing maintenance responsibilities for the described road segment.

Authorized Official Signature _____

Title_____

Date_____

ACKNOWLEDGMENT

STATE OF NORTH CAROLINA

COUNTY OF LINCOLN

I, _____, a Notary Public for said County and State, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the _____ day of _____**, 20**.

Notary Public

My Commission Expires: _____

(Official Seal)

LINCOLNTON

AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council

Date: September 3, 2026

From: Ritchie Haynes, City Manager

Subject: Consideration of Request Extention of Naming Right for First Federal Park

---

Summary:

Background:

Fiscal Impact:

Recommendation:

Attachments:

1. Agreement - Naming Rights for First Federal Park

COUNTY OF LINCOLN
STATE OF NORTH CAROLINA
Prepared by and return to The Deaton Law Firm, PLLC, PO Box 2459, Denver, NC 28037

CHARITABLE GIFT AGREEMENT

This Charitable Gift Agreement (the "Agreement") is made and entered into this ____ day of _____, 2026 (the "Effective Date"), by and between First Federal Savings Bank of Lincolnton, a federally chartered savings bank (hereinafter referred to as "Donor"), and the City of Lincolnton, a municipal corporation authorized and existing pursuant to the laws of the State of North Carolina (hereinafter referred to as "City"), their respective successors and assigns;

RECITALS:

A. The City owns that municipal park located at 201 N. Poplar Street, Lincolnton, which pursuant to a previous agreement between the parties is known as "First Federal Park" (the "Park"), and is situated on those tracts or parcels of land described in Exhibit "A" herein (the "Land"[1]).

B. Donor has operated a banking, savings and loan business within the City since 1940.

C. Having serviced the banking needs of the City's citizens for almost a century, the Donor desires to contribute funds to assist the City with the maintenance of the Park pursuant to the terms and conditions contained herein.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties, on behalf of themselves, their respective successors and assigns, do hereby agree as follows:

ARTICLE 1. Agreement to Donate

1.1. Donor shall donate and convey to the City, and the City shall accept from the Donor, the sum of $100,000.00 (the "Donation"), for the uses and pursuant to the terms, conditions and restrictions contained in this Agreement.

[1] Parcel 72377 is property of the North Carolina Department of Transportation ("DOT") used by the City with permission of the DOT and shall be referred to herein as a part of the Land.

1.2. Subject to the further terms, conditions and restrictions of this Agreement, Donor shall give the Donation pursuant to the following schedule:

a. The sum of $75,000.00 shall be paid on or before the Effective Date (the "Initial Payment"); and
b. The sum of $25,000.00 shall be paid in five (5) annual installments (each, an "Annual Payment") of $5,000.00 each, plus a CPI Adjustment, on the five subsequent anniversaries of the Effective Date.

1.3. The "CPI Adjustment," as defined herein, shall mean an adjustment to the five (5) Annual Payments calculated as follows:

Annually, the Annual Payment shall be adjusted and obtained by multiplying the previous year's Annual Payment (or the sum of $5,000.00, if this is the first Annual Payment) by a fraction, the numerator of which is the Consumer Price Index for Urban Consumers for all items (the "CPI-U") for July of the current year, and the denominator of which is the CPI-U for July of the previous year.

Notwithstanding the foregoing, however, in no event shall the Annual Payment be increased more than three percent (3%) from the previous year's Annual Payment.

1.4 Each payment of the Donation shall be made by the Donor in federally available funds by check or wire transfer to the City.

1.5 This Agreement shall become effective on the Effective Date and shall continue until the earlier to occur of either a termination of this Agreement as provided in Article 6 or 25 years from the Effective Date.

1.6 Donor shall continue to have a right of first refusal (the "Right of First Refusal"), after the termination of this Agreement, for an additional period of ten (10) years (the "Right of First Refusal Period"), to have Naming Rights to the Park. In the event another potential donor during the Right of First Refusal Period has made an offer which the City desires to accept, the City shall provide the Donor a copy of the signed offer and sixty (60) days to match the terms of said offer, which the Donor may or may not accept in its sole discretion.

ARTICLE 2. Conditions Precedent

2.1. The Donor's obligation to make the Initial Payment, and each Annual Payment thereafter, shall be specifically conditioned upon the City's continued performance of this Agreement, and further upon there being no law, statute, ordinance, ruling or order declaring the Donor's Donation or any part of this Agreement to be void, voidable or illegal.

ARTICLE 3. The City's Obligations

For and during the term of this Agreement:

3.1. The City gives, grants and conveys to the Donor the exclusive right to name the Park, and to use its name inside the Park on all equipment and all appurtenances thereof for the term of this Agreement (the "Naming Rights"), which Naming Rights shall include, but not be limited to, the following:

3.1.1. The right to erect an architecturally appropriate sign within the Park containing the Park's name, including on such sign a website address and commercial trademarks of the Donor.

3.1.2. The right to maintain, repair and replace any such sign, together with the right of the Donor to come in and on to the Park at all reasonable times to perform any such needed or desired maintenance, repair and replacement.

3.1.3. The right to approve, during the term of this Agreement, any other naming opportunities or sponsorships into which the City desires to enter inside the Park.

3.1.4. The right to change the name of the Park if, during the term of this Agreement:

a. the Donor changes its corporate name;
b. the Donor merges or is merged into another entity; or
c. substantially all of the assets of Donor are acquired by another banking entity.

3.2. The City shall maintain and continue to maintain the Park in a good, clean and safe condition, open and available for the reasonable use of the public.

3.3. The City shall use each and every payment of the Donation only for the hard, actual costs of improving or maintaining the Park, such hard costs to be defined solely as:

a. The costs of materials used to improve or maintain the Park; and
b. The actual costs of labor used to improve or maintain the Park, with no more than ten percent (10%) of the Donation being allocated to clerical or administrative work or fees.

3.4. Upon the request of the Donor, City shall provide an accounting of its use of the funds from the Donation for the construction and maintenance of the Park.

ARTICLE 4. Warranties and Representations

4.1. The City warrants and represents as follows, which warranties and representations are presently true and correct and which shall continue to be true and correct during the term of this Agreement, acknowledging that the Donor has relied upon these warranties and representations in entering into this Agreement:

4.1.1. The City has the authority to enter into this Agreement, and this Agreement has been approved by a valid and binding resolution of its city council after all required public notices have been duly given.

4.1.2. The party or parties executing this Agreement on behalf of the City have been duly authorized to execute this Agreement.

4.1.3. The City has fee simple title in and to the Land, together with all personal property comprising or to comprise the Park.

4.1.4. The City is a qualified donee, and the Donor's Donation and the City's use thereof shall be for exclusively public purposes as defined by 20 USC §170(c)(1).

4.2 The Donor warrants and represents as follows, which warranties and representations are presently true and correct and which shall continue to be true and correct during the term of this Agreement, acknowledging that the City has relied upon these warranties and representations in entering into this Agreement:

4.2.1. The Donor has the authority to enter into this Agreement, and this Agreement has been approved by a valid and binding resolution of the Donor's Board of Directors.

4.2.2. The party or parties executing this Agreement on behalf of the City have been duly authorized to execute this Agreement.

ARTICLE 5. Public Notice.

5.1. To honor the Donor, and to express the appreciation of the City, publicity in the form of news announcements, both internal and external, may be made with the permission of the Donor.

5.2. This Agreement may be recorded by either party in the Office of the Register of Deeds of Lincoln County, which recordation shall be and become an encumbrance on the Land.

ARTICLE 6. Termination of Agreement

This Agreement may be terminated prior to the end of its term:

6.1. By the City, in the event of a default by the Donor, as provided in Section 7.2 herein;

6.2. By the Donor:

a. In the event of a default by the City, as provided in Section 7.1 herein; or

b. In the event the Donor determines, in its reasonable discretion, that the City is not maintaining the Park in a good state adequate for public usage, and such fault reflects negatively on the name or reputation of the Donor.

ARTICLE 7. Default and Remedies

7.1. In the event of a default by the City in this Agreement, after having been provided notice of said default in writing by the Donor and thirty (30) days to cure said default, the Donor shall be entitled to, in addition to any other remedies at law and equity, a termination of this Agreement and the return of the Donation paid by the Donor at the time of the breach of this Agreement.

7.2. In the event of a default by the Donor in this Agreement, after having been provided notice of said default in writing by the City and thirty (30) days to cure said default, the City shall be entitled to, as its sole remedy, either specific performance of this Agreement or a termination thereof pursuant to Article 6 herein.

7.3. In the event either party brings an action to enforce its rights hereunder, the costs of such action, including reasonable attorneys' fees of the prevailing party, shall be borne by the non-prevailing party.

ARTICLE 8. Miscellaneous

8.1. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

8.2. Notices. All notices and communications hereunder shall be in writing and signed by a duly authorized representative of the party making the same. All notices shall be deemed effective when delivered personally, delivered electronically via email or when deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, addressed as follows:

If to Donor, then to:
First Federal Savings Bank of Lincolnton
Attn: Kelly Atkins
320 E. Main St.
Lincolnton, NC 28092
Email: kelly.atkins@ffsb-nc.com

With a copy to:
The Deaton Law Firm, PLLC
Attn: Wesley Deaton
PO Box 2459
Denver, NC 28037
Email: wldeaton@deatonlegal.net

If to the City, then to:

_____
_____
_____

Email:

With a copy to:

John Friguglietti, Esq.

_____

_____

_____

Email: jfriguglietti@lincolntonnc.org

The names and addresses for the purposes of this paragraph may be changed by giving written notice of such change in the manner herein provided for giving notice. Unless and until such written notice is actually received, the last name and address stated by written notice or provided herein (if no such written notice of change has been received) shall be deemed to continue in effect for all purposes hereunder.

8.3. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and may not be altered, amended or waived except for an instrument in writing signed by all of the parties hereto.

8.4. Time. Time is of the essence of each and every provision of this Agreement.

8.5. No Agency. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Agreement.

8.6. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same instrument.

8.7. Construction of Agreement. All parties hereto acknowledge that they have had the benefit of independent counsel with regard to this Agreement and that this Agreement has been prepared as a result of the joint efforts of all parties and their respective counsel. Accordingly, all parties agree that the provisions of this Agreement shall not be construed or interpreted for or against any party hereto based upon authorship.

8.8. Partial Invalidity. In the event that any paragraph or portion of this Agreement is determined to be unconstitutional, unenforceable or invalid, such paragraph or portion of this Agreement shall be stricken from and construed for all purposes not to constitute a part of this Agreement, and the remaining portion of this Agreement shall remain in full force and effect and shall, for all purposes, constitute this entire Agreement.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

FIRST FEDERAL SAVINGS BANK OF LINCOLNTON, DONOR

By: _____(SEAL)
_____, ____ President

Date:_____

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public for said County and State, do hereby certify that _____ personally appeared before me this day and acknowledged that he/she is the ____ President of FIRST FEDERAL SAVINGS BANK OF LINCOLNTON, and that by authority duly given and as the act of FIRST FEDERAL SAVINGS BANK OF LINCOLNTON, the foregoing instrument was signed by the President.

WITNESS my hand and notarial seal, this ____ day of _____, 2026.

_____
Notary Public

My Commission Expires:

_____

CITY OF LINCOLNTON, CITY
A North Carolina Municipal Corporation

ATTEST: (SEAL) By: _____
_____, _____

_____

_____, City Clerk

This document has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

_____
_____, Finance Director
City of Lincolnton

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

_____
John Friguglietti, Attorney for the City of Lincolnton

STATE OF NORTH CAROLINA
COUNTY OF LINCOLN

I, _____ a Notary Public of said County and State, certify that _____ personally came before me this day and acknowledged that he/she is 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 City Manager, sealed with its corporate seal and attested by him/her as its City Clerk.

Witness my hand and seal this _____ day of _____, 2026.

_____
Notary Public

(SEAL)
My Commission Expires: _____

EXHIBIT "A"
(Property Description)

Parcel 56299
All that piece or parcel of land situate, lying and being in Lincolnton Township, Lincoln County, North Carolina, said tract being a portion of Norfolk Southern Railway Company's property lying between E. Pine Street E. Sycamore Street as found in the City of Lincolnton, with said piece or parcel of land being more particularly described as that 0.334 of an acre parcel of land shown on a Plat of Survey prepared by Roy C. Turner, North Carolina Registered Land Surveyor No. L1022, titled "Boundary Survey for Mark Kent Fullerton", dated June 20, 1996 and revised on August 19, 1996, a copy of which is attached hereto and made a part hereof.

Parcel 72377
Being all and the full contents of Tract Three as shown on that Plat entitled "Map Six of Seven Boundary Survey For: The City of Lincolnton, N.C. of the Old Abandoned Carolina and Northwestern Railway" by Roy C. Turner, Registered Surveyor, dated July 16, 1996 and being recorded in Book H at Page 157 of the Lincoln County Public Registry.

Parcel 20410
All that certain lot, tract or parcel of land, situate, lying, and being in Ward One in the City of Lincolnton, Lincoln County, North Carolina, and being more particularly defined and described by metes and bounds as follows, viz:

BEGINNING at a stake in the southeast corner of the intersection of North Poplar and East Pine Streets and running thence with and along the East edge of North Poplar Street, South 20 ½ deg. East 72 feet to a stake, corner of Mrs. Neva Detter lands; thence with Detter line, North 69 ½ deg. East 99 feet to a stake, corner of R. L. Ford property; thence with said property line, North 20 ½ deg. West 72 feet to a stake in south edge of East Pine Street; thence with and along south edge of East Pine Street, South 69 ½ deg. West 99 feet to the BEGINNING.

Parcel 20411
Situate, lying, and being in Ward One in the Town of Lincolnton, Lincoln County, North Carolina, and being known as a part of the John R. Detter estate, and being more particularly defined and described by metes and bounds in accordance with a plat as prepared by A. B. Heavner, Registered Surveyor, on September 27, 1941, as follows:

BEGINNING at a stake, Hal Hoyle's southwest corner and runs with his line thence North 70 deg. East 100 feet to a stake, Hoyle's southeast corner and corner of R. L. Ford; and runs thence with Ford's line, South 20 deg. East 100 feet to stake, Plato Miller's corner in Ford's line; thence, with Miller's line, South 70 deg. West 100 feet, at the east edge of North Poplar Street; thence, with Poplar Street, North 20 deg. West 100 feet to the BEGINNING.

Parcel 20412

BEGINNING at a stake at the intersection of Sycamore Street with Poplar Street and runs with Poplar Street N. 25 W. 50 feet to a stake in the edge of Poplar Street; thence a new line N. 65 E. 100 feet to the Jenkins line; thence with the old line between the property owners, Jenkins and Detter S. 25 E. 50 feet to a stake in the edge of Sycamore Street; thence with Sycamore Street S. 65 W. 100 feet to the beginning. Said lot lies East of Poplar Street and North of Sycamore Street and is a portion of the John Detter Estate.

Parcel 20409

BEGINNING at an iron stake on the south edge of East Pine Street, in Ward One of the Town of Lincolnton, an old corner, and runs thence with the south edge of said Street North 69-50 E 75 feet to a stake; thence a new line with other property of Rocky Ford Hatchery, Inc. South 19-52 East 115.50 feet to a stake, new corner in line of other property of Pauline B. Ford, thence with her line South 69-19 West 75 feet to a stake; thence with the old line North 19-52 West 116.18 feet to the BEGINNING, being carved out of property conveyed to Rocky Ford Hatchery, Inc., by deed recorded in Book 359 Page 9, Lincoln County Public Registry.

The above description is in accord with survey made by Ronnie Dedmon, Registered Surveyor, November 17, 1974.

Parcel 20408

BEGINNING at an iron stake on the South side of East Pine Street, corner with Beam and runs thence with his line S 19 E 116.01 feet to an old iron stake; thence S 70-16 W 123.28 feet to an iron stake; thence with other lands of Pauline B. Ford, N 19-52 W 115.50 feet to a point on the South edge of East Pine Street; thence with the South edge thereof N 69-50 E 125 feet to the BEGINNING.

The foregoing description is based on an actual survey by Ronnie Dedmon, Registered Surveyor, November 17, 1974, and upon which is situated an old hatchery building and other improvements.

Parcel 20413

Lying and being in Lincolnton Township, and more particularly described as follows: Situate in the Northeast Square or Ward of the Town of Lincolnton, Lincoln County, State of North Carolina, -fronting on Sycamore Street, -adjoining lot No. 23, -known as the C.C. Henderson lot, -shown on the plat of said Town, -also the lot belonging to the heirs of J.R. Detter, dec'd., and bounded as follows: - Beginning at a stake, corner of lot No. 23-known as the Henderson log, and runs thence with a line of said lot-N. 21 1/2 W.6 poles to a stake-anew corner; thence a new line S. 68 1/2 W.6 poles to a stake, a new corner in old line of lot NO. 22-it being a corner in the Detter line, then, with a line of the Detter lot S. 21 1/2 E. 6 poles to a stake in the edge of Sycamore Street-Detter's corner; then, with the Northern edge of Sycamore Street N. 68 ½ E. 6 poles to the beginning,-it being the Southern half of lot No. 22 as shown in the plat of said Town of Lincolnton.

LINCOLNTON

AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council

Date: September 3, 2026

From: Scott Clark, Assistant City Manager

Subject: **ADDED ITEM** - Request to Approve Change Order for the Public Services Facility Project - Entrance/Parking lot

---

Summary:

City Council is requested to approve a change order for the Public Services Facility Project

Background:

The Public Services Facility project is progressing according to schedule. The current progress through August 31, 2026, is at 48% completion. The site continues to present unforeseen challenges that require additional measures beyond the project scope. Unstable sub-grade with the existing entrance and proposed parking lot. The project management team has identified three (3) risk-based options for stabilizing the sub-grade.

Fiscal Impact:

$148,608.75

Recommendation:

Approval of Change Order and contingency and authorize the City Manager to execute all associated documents.

Attachments:

1. Change Order - Public Services Facility Entrance and Parking Lot

CITY COUNCIL

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

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

CITY MANAGER

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

STAFF REPORT

TO:	**City Council**
VIA:	Ritchie Haynes, City Manager
DATE:	September 3, 2026
FROM:	Scott Clark, Assistant City Manager
PREPARED BY:	Scott Clark, Assistant City Manager
SUBJECT:	Public Services Facility Change Order for Entrance/Parking Lot

SUMMARY STATEMENT

City Council is requested to approve a change order for the Public Services Facility Project

REVIEW

The Public Services Facility project is progressing according to schedule. The current progress through August 31, 2026, is at **48% completion**. The site continues to present unforeseen challenges that require additional measures beyond the project scope.

Edifice Construction has encountered unstable subgrade within the existing entrance and proposed parking lot. The project management team has identified three (3) risk-based options for stabilizing the subgrade.

Staff reviewed the three (3) options and prefers to proceed with option #3, in the amount of $129,225 with a 15% contingency. The total for the change order and contingency is $148,608.75

RECOMMENDATION

Staff recommends City Council approve the change order and contingency in the amount of **$148,608.75** and authorize the City Manager to execute all documents associated with the change order.

Attachment: Change Order and risk-based options data

CATAWBA VALLEY
ENGINEERING & TESTING

PO Box 747
Hickory, NC 28603

1490 South Center Street
Hickory, NC 28602

828 578 9972 O
www.cvet.net

NC Firm No. C-3833
SC Firm No. 5201
NC Firm No. C-3833
SC Firm No. 5201
VA Firm No. F2134437
TN Firm No. 10724
Massachusetts
Alabama ECA51432
Maryland

August 17, 2026

Mr. David Ramsey
Business Services Director
City of Lincolnton
PO Box 617
Lincolnton, North Carolina 28902
dramsey@lincolntonnc.org

Re: Parking Lot Remedial Recommendations
Lincolnton Public Services Center
500 Sigmon Rd.
Lincolnton, North Carolina
CVET Project No.: 26-083

Dear Mr. Ramsey,

Catawba Valley Engineering and Testing (CVET) is providing this letter summarizing our remedial recommendations for the yielding subgrade areas encountered within the proposed parking lot area at the new Public Services Center in Lincolnton, North Carolina.

CVET observed a proofroll on August 14, 2026, on the exposed subgrade soil within the approximate area displayed on the appended sketch. The areas denoted in green on the appended sketch were stable under the load of the proofroll and were approved after surficial subgrade remediation. The areas denoted in blue and pink on the appended sketch were unstable under the load of the proofroll. Unstable areas were further evaluated by excavation of three (3) shallow test pits (TP) at the approximate locations on the appended sketch. TP-1 was terminated at a depth of 4 feet below existing subgrade elevation and did not penetrate the low consistency, dark gray, wet sandy clay. TP-2 and TP-3 were terminated at depths ranging from approximately 2 to 3 feet below existing subgrade elevation, where suitable bearing soils were encountered.

Based upon the observations during the proofroll, areas of remediation have been recommended before construction of the overlying pavement system. Three options for remediation have been generated, along with their respective level of associated risk and are as follows:

Lowest Risk – Highest Cost

The lowest risk option to address the unstable soils encountered in the parking lot areas would be to completely remove and replace the low

AASHTO ACCREDITED

Geotechnical Engineering
Environmental Services
CMT/Special Inspections

consistency soils. If this option is elected, the undercut should extend to suitable bearing soils and no greater than 6 feet below soil subgrade elevation. The base of the undercut should be evaluated by CVET prior to backfilling with approved structural fill soil. The structural fill soil is recommended to be compacted to the specifications presented in the Geotechnical Engineering Report dated October 25, 2024, and prepared by CVET (Project No.: 24-573). This option will not be the most economical option, but the risks associated with the existing low consistency soils will be almost eliminated.

Moderate Risk

The moderate risk option to address the unstable soils encountered in the parking lot areas would be to perform a limited undercut and replacement of the low consistency soils. If this option is elected, the undercut should extend to a depth of 3 feet below soil subgrade elevation. Installation of a heavy, non-woven geotextile (Mirafi HP570 or approved equivalent) is recommended at the base of the undercut, prior to backfilling with compacted ABC stone to 100% of the standard Proctor method (ASTM D-698). This option will not completely eliminate the risks associated with the existing low consistency soils; however, the anticipated lifespan before maintenance is required is estimated to be in excess of 10 years.

Highest Risk – Lowest Cost

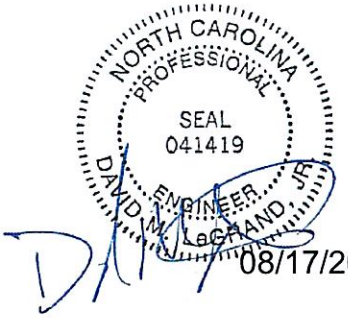
The high risk option to address the unstable soils encountered in the parking lot areas would be to perform minimal undercut and replacement with additional ABC stone base beneath the proposed pavement section. If this option is elected, the undercut should extend a minimum of 12-inches below existing subgrade elevation. Installation of a lighter, non-woven geotextile (Mirafi HP370 or approved equivalent) is recommended at the base of the undercut, prior to backfilling the undercut in a single lift of ABC stone. This option will not eliminate the risks associated with the low consistency soils. Routine maintenance of this area of parking should be anticipated within 5 years after construction. We recommend that if this option is elected, a maintenance budget be established to extend the lifespan of the pavement system.

The contents of this report are provided for the use of the City of Lincolnton, and associated parties for this specific project and are not intended to be used as the basis for design and construction for any other project. The contents of this report shall not be utilized by any other parties unless written permission is granted by CVET. CVET disclaims all liability from the misuse or reliance, by any such parties, of the contents brought forth in this report.

We appreciate the opportunity to provide professional geotechnical engineering services for your project. If you have any questions regarding the contents of this report, please feel free to contact us.

Sincerely,

CATAWBA VALLEY ENGINEERING AND TESTING, P.C.



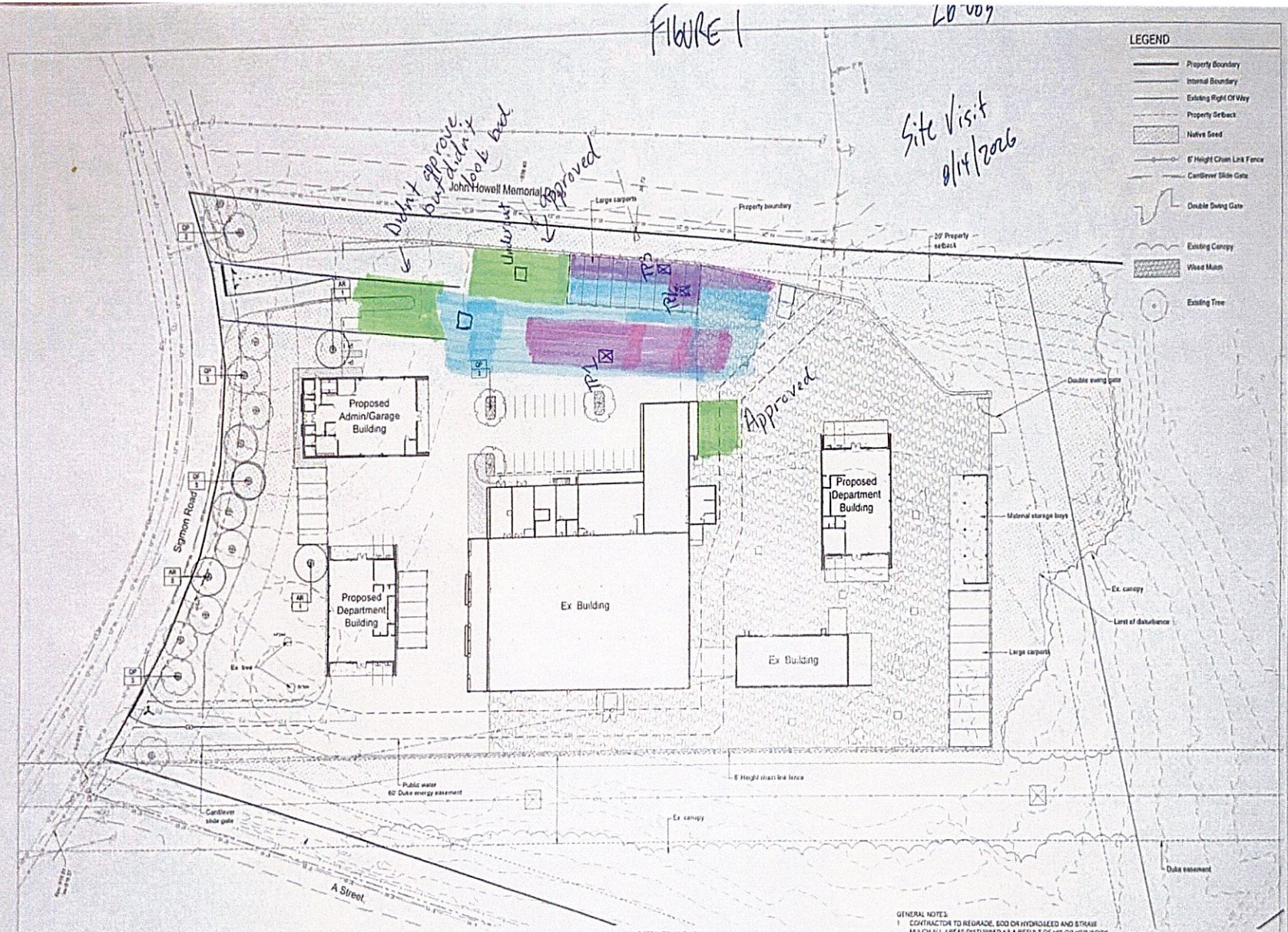
David M. LeGrand, Jr.,
President
NC 041419

08/17/2026

Attachment: Figure 1 – Proofroll Sketch

FIGURE 1

LD-009

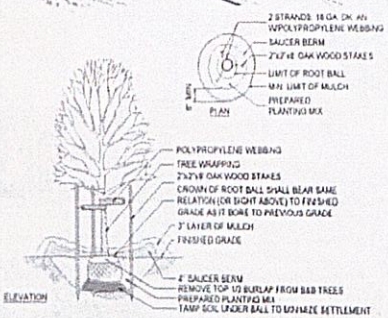


LEGEND

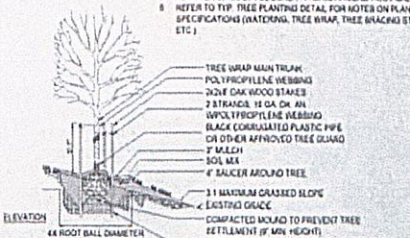
- Property Boundary
- Internal Boundary
- Existing Right Of Way
- Property Setback
- Native Seed
- 6' Height Chain Link Fence
- Cantilever Slide Gate
- Double Swing Gate
- Existing Canopy
- Wood Mulch
- Existing Tree

PLANT SCHEDULE

SYMBOL	CODE	QTY	COMMON NAME	BOTANICAL NAME	SIZE
TREES					
	AR	5	AUTUMN FANTASY® FREEMAN MAPLE	ACER x FREEMANII 'DTR 102'	MIN 3" CAL
	QP	11	PIN OAK	QUERCUS PALUSTRIS	MIN 3" CAL
	QF	3	SOUTHERN RED OAK	QUERCUS FALCATA	MIN 3" CAL
			NATIVE SEED		
			WOOD MULCH		



1 TREE PLANTING ELEVATION AND PLAN



2 TREE PLANTING ON SLOPE SECTION AND PLAN ELEVATION

GENERAL NOTES:

1. CONTRACTOR TO REGRADE, SOD OR HYDROSEED AND STRAW MULCH ALL AREAS DISTURBED AS A RESULT OF HIS OR HER WORK.
2. UPRIGHT STAKES TO BE USED ON TREES UP TO 12' IN HEIGHT. LARGER TREES MUST BE GUYED.
3. 1/8 OF ROOT BALL TO BE ABOVE FINISHED GRADE.
4. DO NOT COVER ROOT CROWN.
5. REMOVE TOP 1/3 OF ALL BURLAP FABRIC AROUND ROOT BALL.
6. REFER TO TYP. TREE PLANTING DETAIL FOR NOTES ON PLANTING SPECIFICATIONS (WATERING, TREE WRAP, TREE BRACING STRAPS, ETC.)

BECKER MORGAN GROUP

ARCHITECTURE ENGINEERING

North Carolina
Maryland
Delaware

STEWART

DEVITA Engineering Great Ideas

MERRICK

EDIFICE

SEAL 23609

11/07/2025

Lincolnton NC

NEW CITY OF LINCOLNTON PUBLIC SERVICES CENTER

500 BIGMON RD
LINCOLNTON, NC 28092

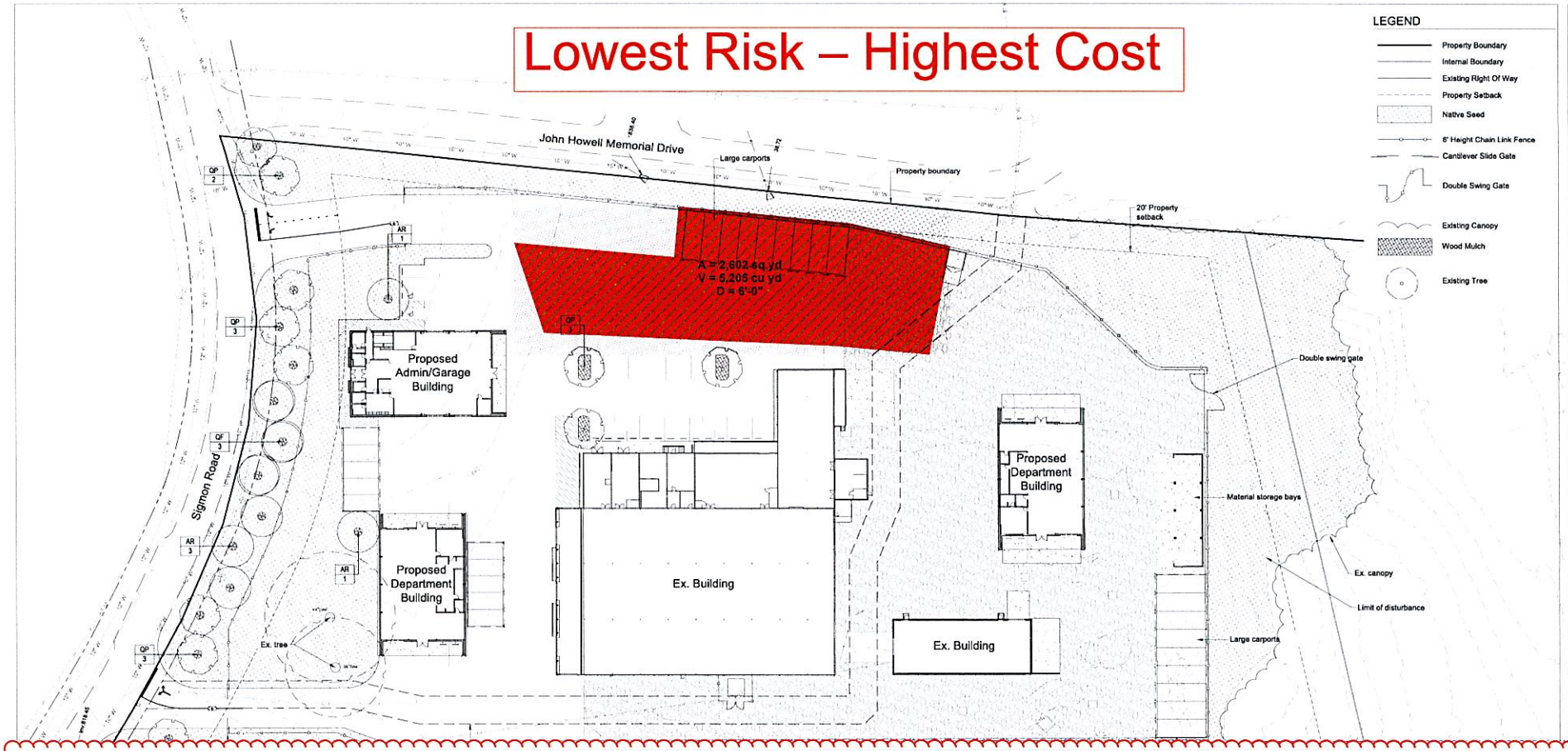
ISSUED

PLANTING PLAN

PROJECT NO: 25220444.00
DATE: 10.31.2025
SCALE: 1" = 30'
DRAWN BY: PROJ MGR

L100

Lowest Risk – Highest Cost



1 Lowest Risk – Highest Cost

6' Undercut/Haul Off/Import Stone	Rate	Qty.	
Undercut Excavation, Haul Off (Per CY)	$ 30.00	5205	$ 156,150.00
Import ABC Stone (Per Ton)	$ 55.00	9108.75	$ 500,981.25
Fabric, HP G37 (Equivalent to HP 370)	$ 6.00	2600	$ 15,600.00
		Total:	**$ 672,731.25**

The lowest risk option to address the unstable soils encountered in the parking lot areas would be to completely remove and replace the low consistency soils. If this option is elected, the undercut should extend to suitable bearing soils and no greater than 6 feet below soil subgrade elevation. The base of the undercut should be evaluated by CVET prior to backfilling with approved structural fill soil. The structural fill soil is recommended to be compacted to the specifications presented in the Geotechnical Engineering Report dated October 25, 2024, and prepared by CVET (Project No.: 24-573). This option will not be the most economical option, but the risks associated with the existing low consistency soils will be almost eliminated.

AR	5	AUTUMN FANTASY® FREEMAN MAPLE	ACER X FREEMANII 'DTR 102'	MIN. 3" CAL.
QP	11	PIN OAK	QUERCUS PALUSTRIS	MIN. 3" CAL.
QF	3	SOUTHERN RED OAK	QUERCUS FALCATA	MIN. 3" CAL.
		NATIVE SEED		
		WOOD MULCH		



1 TREE PLANTING ELEVATION AND PLAN



2 TREE PLANTING ON SLOPE SECTION AND PLAN ELEVATION

Scale: 1" = 30'
0 15 30 60 90 120

BECKER MORGAN GROUP
ARCHITECTURE ENGINEERING
North Carolina
Maryland
Delaware

STEWART
DEVITA
MERRICK
EDIFICE

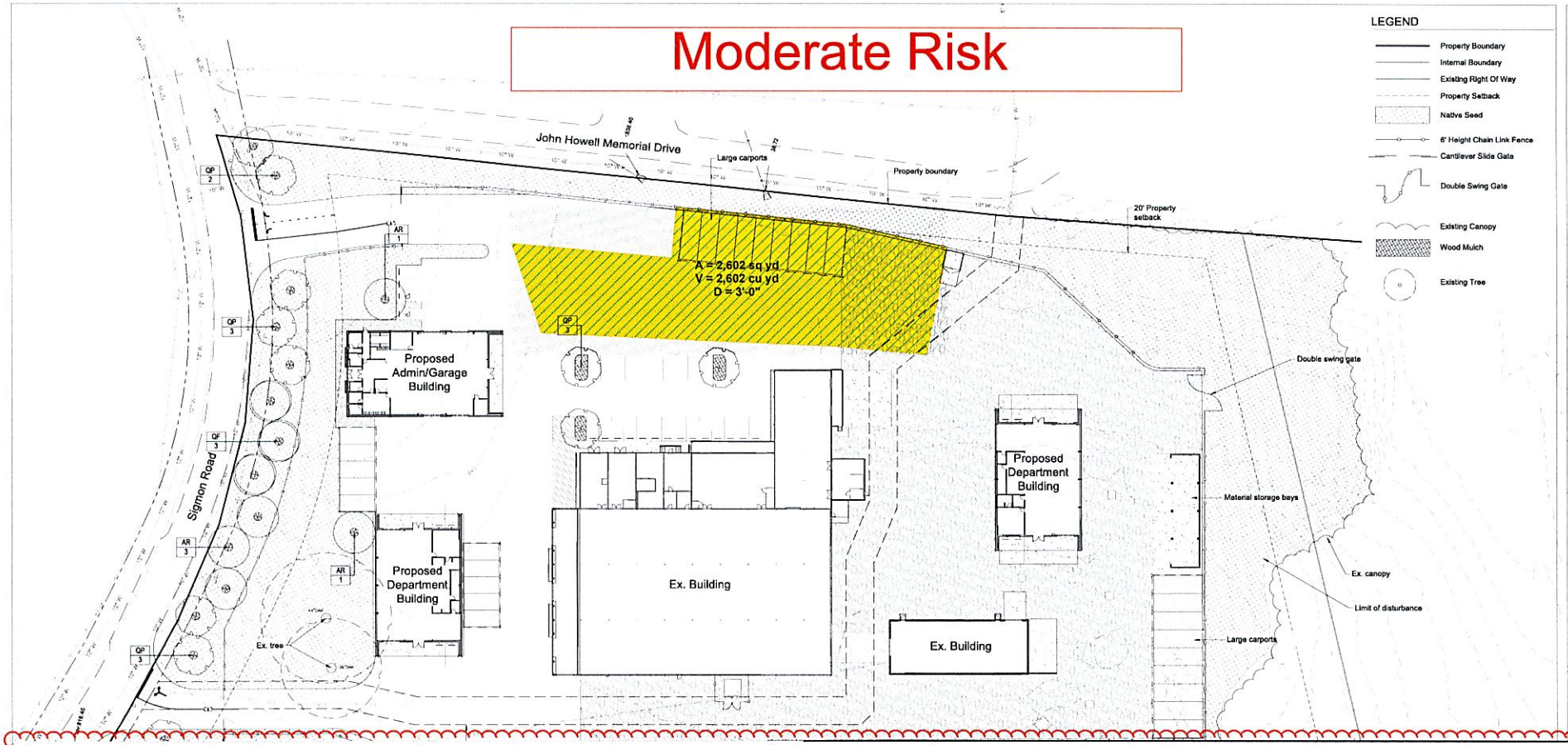
SEAL 23505
11/07/2025

Lincolnton NC

PROJECT NO: 2023364.0
DATE: 10.31.2025
SCALE: 1" = 30'
DRAWN BY: PROJ MGR:

L100

Moderate Risk



2 Moderate Risk

3' Undercut/Haul Off/Import Stone	Rate	Qty.	
Undercut Excavation, Haul Off (Per CY)	$ 30.00	2602	$ 78,060.00
Import ABC Stone (Per Ton)	$ 55.00	4553.5	$ 250,442.50
Fabric, HP G37 (Equivalent to HP 370)	$ 6.00	2600	$ 15,600.00
		Total:	**$ 344,102.50**

The moderate risk option to address the unstable soils encountered in the parking lot areas would be to perform a limited undercut and replacement of the low consistency soils. If this option is elected, the undercut should extend to a depth of 3 feet below soil subgrade elevation. Installation of a heavy, non-woven geotextile (Mirafi HP570 or approved equivalent) is recommended at the base of the undercut, prior to backfilling with compacted ABC stone to 100% of the standard Proctor method (ASTM D-698). This option will not completely eliminate the risks associated with the existing low consistency soils; however, the anticipated lifespan before maintenance is required is estimated to be in excess of 10 years.

Highest Risk – Lowest Cost



3 Highest Risk – Lowest Cost

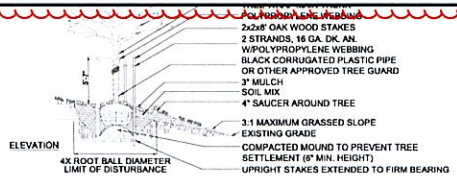
1' Undercut/Haul Off/Import Stone	Rate	Qty.	
Undercut Excavation, Haul Off (Per CY)	$ 30.00	900	$ 27,000.00
Import ABC Stone (Per Ton)	$ 55.00	1575	$ 86,625.00
Fabric, HP G37 (Equivalent to HP 370)	$ 6.00	2600	$ 15,600.00
		Total:	**$ 129,225.00**

The high risk option to address the unstable soils encountered in the parking lot areas would be to perform minimal undercut and replacement with additional ABC stone base beneath the proposed pavement section. If this option is elected, the undercut should extend a minimum of 12-inches below existing subgrade elevation. Installation of a lighter, non-woven geotextile (Mirafi HP370 or approved equivalent) is recommended at the base of the undercut, prior to backfilling the undercut in a single lift of ABC stone. This option will not eliminate the risks associated with the low consistency soils. Routine maintenance of this area of parking should be anticipated within 5 years after construction. We recommend that if this option is elected, a maintenance budget be established to extend the lifespan of the pavement system.

QP	11	PIN OAK	QUERCUS PALUSTRIS	MIN. 3" CAL.
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		NATIVE SEED		
		WOOD MULCH		



1 TREE PLANTING ELEVATION AND PLAN



2 TREE PLANTING ON SLOPE SECTION AND PLAN ELEVATION

Scale: 1" = 30'
0 15 30 60 90 120

BECKER MORGAN GROUP
ARCHITECTURE ENGINEERING
North Carolina
Maryland
Delaware
STEWART
DEVITA
MERRICK
EDIFICE
SEAL 23505 ENGINEER ROBERT E. TRIPP JR.
11/07/2025
Lincolnton NC

PROJECT NO: 2023364.0
DATE: 10.31.2025
SCALE: 1" = 30'
DRAWN BY: PROJ MGR.

L100

1 **Lowest Risk – Highest Cost**

6' Undercut/Haul Off/Import Stone	Rate	Qty.	
Undercut Excavation, Haul Off (Per CY)	$ 30.00	5205	$ 156,150.00
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Fabric, HP G37 (Equivalent to HP 370)	$ 6.00	2600	$ 15,600.00
		Total:	**$ 672,731.25**

2 **Moderate Risk**

3' Undercut/Haul Off/Import Stone	Rate	Qty.	
Undercut Excavation, Haul Off (Per CY)	$ 30.00	2602	$ 78,060.00
Import ABC Stone (Per Ton)	$ 55.00	4553.5	$ 250,442.50
Fabric, HP G37 (Equivalent to HP 370)	$ 6.00	2600	$ 15,600.00
		Total:	**$ 344,102.50**

3 **Highest Risk – Lowest Cost**

1' Undercut/Haul Off/Import Stone	Rate	Qty.	
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Import ABC Stone (Per Ton)	$ 55.00	1575	$ 86,625.00
Fabric, HP G37 (Equivalent to HP 370)	$ 6.00	2600	$ 15,600.00
		Total:	**$ 129,225.00**

*Tonnage will paid for tonnage weight on tickets from quarry.
*Actual cubic yards and quantities will be verified by SI based on actual site conditions and soil remediation completed and verified using CVET inspection report and unsuitable soil approval form.

The lowest risk option to address the unstable soils encountered in the parking lot areas would be to completely remove and replace the low consistency soils. If this option is elected, the undercut should extend to suitable bearing soils and no greater than 6 feet below soil subgrade elevation. The base of the undercut should be evaluated by CVET prior to backfilling with approved structural fill soil. The structural fill soil is recommended to be compacted to the specifications presented in the Geotechnical Engineering Report dated October 25, 2024, and prepared by CVET (Project No.: 24-573). This option will not be the most economical option, but the risks associated with the existing low consistency soils will be almost eliminated.

The moderate risk option to address the unstable soils encountered in the parking lot areas would be to perform a limited undercut and replacement of the low consistency soils. If this option is elected, the undercut should extend to a depth of 3 feet below soil subgrade elevation. Installation of a heavy, non-woven geotextile (Mirafi HP570 or approved equivalent) is recommended at the base of the undercut, prior to backfilling with compacted ABC stone to 100% of the standard Proctor method (ASTM D-698). This option will not completely eliminate the risks associated with the existing low consistency soils; however, the anticipated lifespan before maintenance is required is estimated to be in excess of 10 years.

The high risk option to address the unstable soils encountered in the parking lot areas would be to perform minimal undercut and replacement with additional ABC stone base beneath the proposed pavement section. If this option is elected, the undercut should extend a minimum of 12-inches below existing subgrade elevation. Installation of a lighter, non-woven geotextile (Mirafi HP370 or approved equivalent) is recommended at the base of the undercut, prior to backfilling the undercut in a single lift of ABC stone. This option will not eliminate the risks associated with the low consistency soils. Routine maintenance of this area of parking should be anticipated within 5 years after construction. We recommend that if this option is elected, a maintenance budget be established to extend the lifespan of the pavement system.

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Fabric, HP G37 (Equivalent to HP 370)	$ 6.00	2600	$ 15,600.00
			$ 672,731.25

2 Moderate Risk

3' Undercut/Haul Off/Import Stone	Rate	Qty.	
Undercut Excavation, Haul Off	$ 30.00	2602	$ 78,060.00
Import ABC Stone	$ 55.00	4553.5	$ 250,442.50
Fabric, HP G37 (Equivalent to HP 370)	$ 6.00	2600	$ 15,600.00
			$ 344,102.50

3 Highest Risk – Lowest Cost

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Fabric, HP G37 (Equivalent to HP 370)	$ 6.00	2600	$ 15,600.00
			$ 129,225.00

Unsuitable Soil Allowance Balance: **$ 56,763.00**

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The high risk option to address the unstable soils encountered in the parking lot areas would be to perform minimal undercut and replacement with additional ABC stone base beneath the proposed pavement section. If this option is elected, the undercut should extend a minimum of 12-inches below existing subgrade elevation. Installation of a lighter, non-wovengeotextile (Mirafi HP370 or approved equivalent) is recommended at the base of the undercut, prior to backfilling the undercut in a single lift of ABC stone. This option will not eliminate the risks associated with the low consistency soils. Routine maintenance of this area of parking should be anticipated within 5 years after construction. We recommend that if this option is elected, a maintenance budget be established to extend the lifespan of the pavement system.

*Tonage will paid for tonage weight on tickets from quary.