LINCOLNTON
AGENDA
November 5, 2026
6:30 PM

CALL TO ORDER

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

1. AGENDA APPROVALS

1a Approval of REGULAR AGENDA

1b Approval of CONSENT AGENDA

- **October 1, 2026 - Regular Meeting Minutes**
- **Retirement Recognition — Chief of Police Brian R. Greene for 30 Years of Service**
- **Lincoln County Tax Dept. - Request for Release September 16, 2026 — October 15, 2026**
- **2026-2027 Fee Schedule Revision**
- **Proclamation - Veterans Day**
- **Proclamation - Small Business Saturday**
- **Resolution - Christmas Tree Lighting & Court House Lawn Movie Night Temporary Road Closures**

SPECIAL PRESENTATION

- **Presentation of IIMC Master Municipal Clerk Designation - Daphne Ingram, City Clerk**

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 ANX-4-2026 Consideration of Annexation of contiguous property owned by Lincoln Bible Church concerning property located at 910 Wilma Sigmon Road (Parcel ID 80966)

Jean Derby, Planning Director

3. REGULAR AGENDA

3a ANX-5-2026 Consideration of Resolution Directing the Clerk to Investigate a Petition Received Under NCGS 160A-58.1 concerning property located on Clarks Creek Road (Parcel ID 55218).

Jean Derby, Planning Director

3b BA-09-26 Consideration of Approval of Amendment to the Annual Budget Ordinance for fiscal year ending June 30, 2027

Pamela McBryde, Finance Director

4. OTHER BUSINESS

4a Request for Consideration of Approval of Proposal for architectural, interior design and engineering services between the City of Lincolnton and UPLAND Architects - Christian Ministry Project

Ritchie Haynes, City Manager

4b Request for Consideration of Approval of Agreement between the City of Lincolnton and Hoke Enterprises (General Contractor) — Christian Ministry Project

Ritchie Haynes, City Manager

NEWS MEDIA

5. CLOSED SESSION

To discuss Personnel in accordance with G.S. 143-318.11(a)(6)

ADJOURNMENT

The Regular Meeting of the Lincolnton City Council was called to order on Thursday, October 1, 2026, at 6:30 PM in the Council Chambers at City Hall, 114 West Sycamore Street, Lincolnton, NC.

Members Present: Mayor Ed Hatley

Councilmember Kevin Demeny – Ward 1

Councilmember Mark Johnson – Ward 2

Councilmember Jill Tipton - Ward 3

Councilmember Roby Jetton – Ward 4

NOTE – Councilmember Mark Johnson was not in attendance

Mayor Ed Hatley opened the meeting with a Moment of Silence followed by the Pledge of Allegiance.

Approval of Regular Agenda

Motion to approve the Regular Agenda was made by Council Member Roby Jetton. Members voted 3-0 in favor of the motion.

Approval of Consent Agenda

Motion to approve the Consent Agenda was made by Council Member Kevin Demeny. Members voted 3-0 in favor of the motion. The Consent Agenda included the following items:

- September 3, 2026 Regular Meeting Minutes
- Lincoln County Tax Department – Request for Release, August 16, 2026 – September 15, 2026
- Proclamation — Recognizing National Hispanic and Latino Heritage Month
- Charitable Gift Agreement — First Federal Savings Bank and the City of Lincolnton

Public Comment

Three residents addressed the Council during the public comment period, each limited to three minutes.

Jeffrey Ward (2085 Shuford Road, Lincolnton) expressed concern about a proposed data center on Car Farm Road. He stated he is not opposed to data centers in principle and acknowledged the revenue potential for the city but argued that the area is residentially zoned and consists of single-family homes, mobile homes, and apartments. He noted new construction occurring nearby and cited a precedent from approximately three years prior when Council voted down a 155,000-square-foot warehouse proposed for the same general area. He urged the Council to consider placing such facilities in industrial or business parks where they are more compatible with surrounding land uses.

Jocelyn Barber spoke regarding the Oaklawn property, a Rosenwald School built in the 1920s for African American students — one of the few remaining in Lincoln

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County. She expressed a desire for area churches to remain involved in and informed about activities at the site, noting the community's historical connection to the building and expressing support for Christian Ministry's planned presence there.

Alan (Gunny) Hoyle (319 North Poplar Street, Lincolnton) offered remarks touching on spiritual concerns and then addressed data centers more specifically. He expressed disappointment that Council had given city staff only three months — rather than the requested year — to study and plan for data centers. He raised concerns about data centers' increasing share of U.S. electricity demand, water consumption, and use of natural gas, and questioned the source of large financial payments made to communities in other states to reduce opposition to such facilities. He also noted the impact of the county's projected 25% tax increase on local residents and business owners.

Special Presentations

Fire Chief Heavner introduced Battalion Chief Jason Ingle to present awards recognizing exceptional performance in two separate incidents.

Medical Emergency — May 4, 2026. The patient, Mr. Jimmy Rawlings, was present at the meeting and expressed his gratitude. The following personnel received the Medical Life Saving Award: Lieutenant Tyler Swafford, Engineer Hayden Reynolds, Engineer Luke Workman, Engineer Mason Reynolds, Firefighter Lane Hunsucker, and Firefighter Hunter Caldwell.

North Flint Street Structure Fire — August 5, 2026: The rescued resident, Mr. Brooks, and his brother — who assisted firefighters in the rescue — were both present at the meeting. Mr. Brooks addressed the Council with heartfelt thanks, expressing gratitude to his brother, the firefighters, and his faith. His brother also spoke briefly, emphasizing the importance of community unity.

The following personnel received a Distinguished Service Award for their collaborative efforts: Captain Marcus Shoemaker, Captain Tyler Russ, Lieutenant Tyler Swafford, Lieutenant Kurt Boyles, Engineer Hayden Andrews, Engineer Dylan Riker, Engineer Luke Workman, Engineer Mason Reynolds, Firefighter Brandon Granger, Lieutenant Michael Holmes, Firefighter Hunter Caldwell and Firefighter Lane Hunsucker.

Mr. Blair Brooks — the civilian who entered the structure and assisted his brother — received a Civilian Commendation recognizing his courage.

The two firefighters who entered the burning structure under heavy smoke conditions to locate and rescue the resident received the department's Medal of Valor, the second-highest award available. The Medal of Valor was presented to Lieutenant Michael Holmes and Firefighter Lane Hunsucker.

Chief Heavner closed the presentation by remarking that while he does not often congratulate people simply for doing their jobs, Mr. Brooks had become a hero to them as well.

Mayor Hatley recognized October as Hispanic and Latino Heritage Month and offered the Council's gratitude for the contributions of Hispanic and Latino residents to the city and broader community.

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Mayor Hatley recognized Director Cliff Brumfield, as well as Trent Mason of the Lincoln Economic Development Association for Industry Appreciation Month. Mayor Hatley noted that LEDA is one of the few organizations that both recruits' industry and directly generates tax revenue for the city. He highlighted that the organization has been involved in nearly one billion dollars in new and expanded industry announcements since its inception. Mayor Hatley emphasized that a strong industrial tax base helps ease the residential tax burden for Lincolnton citizens. Public Power Week and Cybersecurity Awareness Month were also recognized.

Police Chief Brian Green presented professional certificates issued by the NC Training and Standards Commission to four officers. The certificates — which are earned through a combination of experience, training, and education — were awarded as follows:

- Officer Alyssa Sronce — Intermediate Certificate
- Officer Chandlar Mims— Intermediate Certificate
- Sergeant Megan McQueen — Intermediate Certificate
- Officer Jake Brantley — Advanced Certificate

Mayor Hatley thanked the officers for their service and dedication.

Public Hearings

CZ-8-2026
Request from Atwell, LLC to amend an original Super WalMart site plan. The subject property is located at 306 N Generals Blvd (Parcel ID 00973).

Planning Director Jean Derby presented this item, describing it as largely procedural in nature. Walmart is proposing to add approximately 7,930 square feet to the front left corner of their existing building at 306 N. Generals Boulevard to accommodate growing demand for their online grocery pickup and delivery service. The expansion will be constructed entirely within the existing paved footprint — no new ground disturbance is involved. The reconfiguration will also reduce the number of required parking spaces from 725 to 672, which staff noted is appropriate given the size of the lot and the brief nature of pickup visits. As the original site plan was zoned Planned Business Conditional Use on a site-specific basis, the expansion requires amendment to a Planned Business Conditional District.

Staff also recommended amending the Future Land Use Map to include the entirety of the Walmart parcel within the Planned Business planning area, as portions of the parcel had historically been zoned residential and shown in a residential planning area — a remnant of when the land was originally purchased. The amendment would clean up the map without altering zoning on any other properties.

Conditions of approval include replacement of any landscaping removed during construction, provision of built-upon area calculations, and maintenance of fire hydrant accessibility during construction. The Planning Board voted 6-0 in favor of recommending approval.

A representative from Walmart was present and confirmed that the expansion is designed to improve the efficiency of the online grocery pickup operation, reducing

the length of individual visits and thus no need for as many traditional parking spaces.

Motion to close the Public Hearing was made by Council Member Roby Jetton. The motion carried unanimously with members voting 3-0 in favor of the motion.

Motion to approve CZ-8-2026 with Planning Board recommendations — *including approval of the rezoning from Planned Business Conditional Use to Planned Business Conditional District, approval of the Statement of Consistency and Reasonableness for approval, and amendment of the Future Land Use Map* — was made by Council Member Jill Tipton. The motion carried unanimously with members voting 3-0 in favor of the motion.

ZMA-3-2026
Application from Erin Watts requesting the rezoning of 0.251 acres from the Residential 10 (R-10) District to the Central Business District (CB). The subject property is located at 201 W Main Street (Parcel ID: 15609).

Planning Director Derby presented this rezoning request for 201 West Main Street, a 2,032-square-foot structure that has historically been used as a commercial property, with tenants including the King Law Offices and Live & Joy Counseling Services, dating back at least to 2008. Although currently zoned Residential 10, the property is surrounded on nearly all sides by Central Business-zoned parcels and is located directly across from the Citizens Center. Its existing residential zoning is a holdover classification that does not reflect the property's longstanding commercial use.

Staff recommended rezoning the parcel to Central Business and also recommended amending the Future Land Use Map for this and several adjacent parcels — including county parking, the Farmers Market, a vacant lot, and the probation office — from the Traditional Single Family planning area to the Central Business planning area. Derby clarified that this land use map change does not alter the zoning of any of those adjacent properties; it simply places already-commercial uses within an appropriately designated commercial planning area, cleaning up the map and providing a more appropriate framework for any future rezoning requests on those parcels.

The Planning Board voted 6-0 in favor of recommending approval.

The applicant, Erin Watts, was present but did not address the Council.

Motion to close the Public Hearing was made by Council Member Jill Tipton. The motion carried unanimously with members voting 3-0 in favor of the motion.

Motion to approve ZMA-3-2026 as recommended by the Planning Board — *including approval of the rezoning from Residential 10 to Central Business, approval of the Statement of Consistency and Reasonableness*

***for approval, and amendment of the Future Land Use Map for the subject and identified adjacent parcels* — was made by Council Member Kevin Demeny. The motion carried unanimously with members voting 3-0 in favor of the motion.**

ZTA-4-2026
Zoning Text Amendments to Chapter 153 Unified Development Ordinance
Planning Director Derby presented three proposed text amendments to the Unified Development Ordinance (UDO)

Planning Director Jean Derby presented the proposed zoning text amendments as follows:

Administrator Definition: The current ordinance places the full weight of ordinance interpretation and administration on a single "Zoning Administrator." Staff proposed updating the definition of "administrator" throughout the ordinance to reflect that the planning department functions as a team and that multiple staff members share administrative responsibilities. The updated language would define the administrator as the "administrative planning officials appointed by the city manager" and would allow reference to "unified development administrator." This change also protects continuity of operations in the event a primary administrator is absent, resigns, or departs.

Accessory Structure Rear Yard Calculation: The current formula for calculating the maximum allowable size of an accessory structure is based on the width of the rear lot line, which creates hardship for residents with long, narrow lots — who may have a substantial rear yard but are only permitted a very small accessory structure due to their lot's narrow width. The proposed amendment would allow the calculation to use whichever is greater: the current formula or a calculation based on the actual depth of the rear yard (measured from the rear of the home to the rear property line). Additional text corrections included restoring language requiring accessory structures to be residential in nature (to prevent vehicles such as buses or campers from being used as storage buildings), and adding a cross-reference to the nonconforming use section of the ordinance for clarity.

Site Plan Review Process: Staff proposed requiring a sketch plan review by the Technical Review Committee (TRC) prior to formal site plan submission. Currently, sketch plan review is encouraged but not required, which can lead to unnecessary full site plan reviews. Requiring this preliminary step would streamline the formal 21-day review process and improve the quality of submissions. The amendment also requires that all resubmittals include a document specifically outlining all changes made and addressing outstanding comments, enabling staff to efficiently verify revisions.

The Planning Board voted 6-0 in favor of recommending approval of all three amendments.

Motion to close the Public Hearing was made by Council Member Kevin Demeny. Members voting 3-0 in favor of the motion.

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Motion to approve ZTA-4-2026 as recommended by the Planning Board was made by Council Member Jill Tipton. The motion carried unanimously with members voting 3-0 in favor of the motion.

Consideration of Resolution Directing the Clerk to Investigate a Petition Received Under NCGS 160A-31 of contiguous property owned by Lincoln Bible Church concerning property located at 910 Wilma Sigmon

Planning Director Jean Derby presented the city's fourth voluntary contiguous annexation petition of the year. The subject property is a 2.765-acre parcel at 916 Wilma Sigmon Road owned by Lincoln Bible Church. The parcel is contiguous with the city's corporate limits and meets the statutory requirements of NCGS 160A-31. The property owner has submitted a formal, signed request for voluntary annexation. Ms. Derby noted that City Clerk Daphne Ingram had already reviewed the petition and certified it as sufficient.

Per state statute, this resolution directs the City Clerk to formally investigate the petition's sufficiency. A public hearing would be scheduled for the November 5, 2026 regular meeting, advertised at least ten days in advance, at which final action on the annexation would be taken.

Motion to approve the Resolution Directing the City Clerk to Investigate the Petition and Schedule a Public Hearing was made by Council Member Roby Jetton. Members voting 3-0 in favor of the motion.

Consideration of Request to Amend to the City of Lincolnton Code of Ordinance — Reduce Speed Limit on West Main Street Extension from 35 MPH to 25 MPH

City Manager Ritchie Haynes presented a request from residents of West Main Street Extension to reduce the posted speed limit from 35 MPH to 25 MPH. The Traffic Safety Committee reviewed the petition and concurred with the recommendation, noting that 25 MPH is consistent with most other residential neighborhoods in the city. City Manager Haynes explained that under North Carolina law, the default city speed limit is 35 MPH unless posted otherwise, and that the street is frequently used as a cut-through — particularly during school hours — by motorists seeking to bypass congestion on nearby roads. The road is described as narrow, heavily traveled, and historically the original main road into town. City Manager Haynes also noted a broader interest in reviewing residential neighborhood speed limits citywide for consistency, which would be a subject for a future workshop.

Motion to approve the reduction of the speed limit on West Main Street Extension from 35 MPH to 25 MPH was made by Council Member Jill Tipton. The motion carried unanimously with members voting 3-0 in favor of the motion.

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Consideration of Request for Approval to Apply for the NCLM Reimbursement Safety Grant — up to $5,000.00

Business Services Director David Ramsey presented a request for authorization to apply for the North Carolina League of Municipalities (NCLM) Reimbursement Safety Grant, which provides up to $5,000 toward qualifying safety improvements. Three city departments submitted four candidate projects: a shoring and trenching box for the Distribution/Collection Department (required by OSHA for excavations exceeding a specific depth); a push camera for storm drain and culvert inspection for the Street Department; and two safety improvements at the Wastewater Treatment Plant — guardrails on a walkway over a chemical area and handrails for an 18-inch step-up area accessed daily. Staff noted that the grant is competitive and that submitting early improves the likelihood of award. The final prioritization of items for the application had not yet been determined. Because the grant is a reimbursement program, the city must expend the funds prior to receiving payment.

Motion to approve the request to apply for the NCLM Reimbursement Safety Grant was made by Council Member Roby Jetton. The motion carried unanimously with members voting 3-0 in favor of the motion.

Consideration of Request to Approve Agreement with Clayton Engineering & Design for NCDOT BR-0087 Bridge 35 Replacement Project

Assistant City Manager Scott Clark presented a request to approve a professional services agreement with Clayton Engineering & Design — with sub-consultant Augurs Engineering — related to the NCDOT bridge replacement project on NC 150 Bypass near the Wastewater Treatment Plant. The agreement covers engineering, permitting, and construction administration for utility relocations necessitated by the bridge replacement. The total project fund requested is $117,300, which includes a 15% contingency.

Clark explained that because the bridge project creates an opportunity to work within the river corridor, the city elected to upgrade the existing 12-inch water main to a 16-inch main — approximately 2,500 linear feet — to support potential future growth west of the South Fork River. NCDOT will reimburse the cost of replacing the pipe in kind; the city is responsible for the cost of the upgrade ("betterment"), which has not yet been finalized. The project also includes installation of a standby 8-inch pipe for potential future reclaimed water/reuse applications and fiber optic conduit to improve SCADA system resiliency for sewer pump stations serving the Indian Creek Industrial Park. Clark noted that a million gallons of wastewater treatment capacity costs approximately $30–$40 million to add, making the upfront investment in future-ready infrastructure cost-effective. Funds would be drawn from the Water/Sewer Fund balance and held in a dedicated project account. Reimbursement from NCDOT is expected several years out, consistent with the project timeline.

Motion to approve the agreement with Clayton Engineering & Design for the NCDOT BR-0087 Bridge 35 Replacement Project and to establish a project fund of $117,300 was made by Council Member Kevin Demeny. Members voting 3-0 in favor of the motion.

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Request for Permission to Post Notice / Accept Application to Fill Upcoming Vacancies on Various Boards and Commissions

City Clerk Daphne Ingram requested authorization to post a public notice and accept applications to fill upcoming vacancies on various city boards and commissions, with terms expiring in December 2026. Applications would be due by November 15, 2026, reviewed by the Council, and approved at the December meeting, with new terms beginning January 1, 2027. Applications may be submitted online or via email to the City Clerk.

> **Motion to authorize the City Clerk to post notice and accept applications for upcoming board and commission vacancies was made by Council Member Jill Tipton. The motion carried unanimously with members voting 3-0 in favor of the motion.**

Christian Ministries Land Agreement Update

City Manager Haynes provided an update on the land agreement with Christian Ministries. He explained that the city owns two parcels in the project area: a large parcel containing two buildings and a smaller adjacent parcel where a basketball court is currently located. The original plan had contemplated including both parcels in the agreement, but as the proposed building has been scaled down from 20,000 to 10,000 square feet, Christian Ministries no longer requires the full acreage and does not wish to assume liability for the basketball facility.

Under the revised arrangement, only the large parcel will be included in the land swap agreement. Christian Ministries has expressed interest in working with the city to carve out the portion of the large parcel containing the basketball court, consolidate it with the small parcel, and develop it as a pocket park — potentially including a basketball court, playground, and shelter — to be maintained by the city. City Manager Haynes noted that coordination with the Lincolnton Housing Authority may also be possible regarding funding. The overall project cost remains unchanged despite the reduction in building size. The land swap involves the city receiving Christian Ministries' two existing buildings and Christian Ministries receiving the city's buildings plus the new 10,000-square-foot addition.

> **Motion to approve the updated land agreement with Christian Ministries was made by Council Member Roby Jetton Members voted 3-0 in favor of the motion.**

Other Business

Manager's Update — Project(s) Status

City Manager Ritchie Haynes provided updates as follows:

Public Works Facility (Sigmon Road): Construction is progressing. Underground utilities and cement pads are in place, interior walls are being erected on the public works building, and exterior material storage walls and vehicle bay walls are visible. Progress is weather-dependent, and crews are working to complete paving as soon as possible.

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City Park Renovation: The project remains on schedule, with weekly progress updates being distributed to Council. City Manager Haynes highlighted that two independent observers — a former Parks and Recreation Director and a current town manager from another municipality — had separately remarked that the renovated park would serve as a strong first impression for visitors approaching downtown Lincolnton. Councilmember Demeny expressed satisfaction with the Council's earlier decision to undertake the full renovation at once rather than in phases, noting that the project was funded through ARPA funds and a $500,000 grant.

City Manager Haynes also reported that the local economy remains strong, with an unemployment rate of approximately 3.2–3.3%, and that sales tax revenues have continued to grow, in part due to commercial activity along Startown Road.

City Manager Haynes noted that the department heads would be engaging in strategic planning, followed by a budget workshop anticipated for the second week of December.

Mayor Ed Hatley opened the floor for questions from the news media. Reporter Mike Powell asked for clarification on several issues. Both Council and staff spoke to Police Chief's upcoming retirement, Apple Festival security and a timeline for the Christian Ministries project.

Prior to asking for a motion to go into closed session, City Attorney John Friguglietti announced the second annual City Halloween Bash, themed around "Willy Wonka's Chocolate Factory." Participating businesses downtown will offer Wonka bars, five of which will contain golden tickets entitling the finder to a special tour of City Hall and prize grab bags. Additional activities will include a train ride to the rail trail, trunk-or-treat with the Westside Cruisers car club, candy distribution by local businesses, and a costume contest with gift certificate prizes. The event runs from 5:00 PM to approximately 8:00 PM on Friday, October 30. Businesses interested in participating were encouraged to contact Mr. Friguglietti. Volunteers for Oompa Loompa roles were also requested.

Closed Session

> **Motion to enter Closed Session pursuant to G.S. 143-318.11(a)(6) to discuss Personnel was made by Council Member Kevin Demeny. Member voted 3-0 in favor of that motion.** *Council entered Closed Session*.

Upon returning to Open session, there was discussion among council members and staff touching on several operational and policy concerns related to downtown Lincolnton.

Downtown Deliveries and Sidewalk Obstruction
Councilmember Jill Tipton raised concerns and council members discussed unsafe loading and unloading of delivery trucks at Court Square and downtown. A delivery truck had blocked travel lanes when nearby parking was available. Members agreed the matter should go to the Traffic Safety Committee to develop a plan, noting that loading and unloading cannot be restricted entirely.

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Council members discussed another incident in which a large delivery vehicle was observed blocking Main Street in a manner deemed inappropriate, with the view that the delivery should have taken place in an adjacent private parking lot. Members expressed frustration that a police response at the time did not result in action. It was noted that businesses in the downtown area do have delivery needs, and the council acknowledged the importance of not creating conditions so restrictive as to discourage business activity. Members generally agreed that deliveries should occur via rear access where possible, and that the matter of formal delivery guidelines or times may warrant a broader discussion with downtown business stakeholders at a future Morning Meet-Up.

Sidewalk Table / First Amendment Assembly Incident -The council discussed a separate incident in which individuals set up a table on the public sidewalk in front of the post office without prior authorization. There was confusion among responding officers at the time as to whether the activity was legally permissible, as it was initially treated as a potential First Amendment exercise. City staff subsequently clarified the applicable city ordinance: only a merchant is permitted to place a table on the sidewalk, and only within 30 inches (2.5 feet) of their own business frontage. It was noted that the individuals appeared to be engaged in political activity and that the political affiliation attributed to them was disputed.

City Manager Ritchie Haynes explained the rationale for allowing the individuals to conclude their activity that day rather than compelling immediate removal. The council expressed agreement with this cautious approach while affirming that, going forward, any similar activity would require a permit, and the city would designate an appropriate location that does not obstruct pedestrian traffic. Council members noted that the city does have an ordinance addressing sidewalk obstruction that can be cited specifically when such situations arise.

City Ordinance Review - Staff noted that the city's ordinances were last substantively revised around 2007, and that portions related to public works and utilities may not have been updated since even earlier. Members agreed that the ordinances need a comprehensive review, acknowledging that such a process would be a lengthy undertaking — potentially more than a year. It was suggested that outside firms specializing in municipal code assistance could help facilitate the effort.

Oversized Vehicle / Truck Routing Concerns -The discussion briefly touched on the recurring issue of commercial trucks navigating downtown streets contrary to posted restrictions. It was reiterated that the city does not have the authority to issue weight-related citations to commercial vehicles, as that enforcement requires calibrated scales and is the jurisdiction of state troopers. Council members expressed frustration that state troopers have historically declined to respond to such complaints in the downtown area.

Damage to City Property - A brief reference was made to an incident involving damage to city bollards or related infrastructure, with an estimated cost referenced in excess of $60,000. Members indicated a desire to pursue accountability where damage to city property occurs and noted that camera footage may be available in some instances.

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Adjournment

Being no further business, Councilmember Roby Jetton made a motion to adjourn. Members voted 3-0 in favor of the motion.

Daphne Ingram, City Clerk	**Ed Hatley, Mayor**

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City of Lincolnton
In Appreciation of

Chief of Police Brian R. Greene

Upon His Retirement On
December 01, 2026

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

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

30 Years of Service for the Citizens of Lincolnton

City Manager

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

Mayor

LINCOLN COUNTY
TAX DEPARTMENT

Request For Releases

Period Covered

CITY RELEASES LESS THAN $100 **September 16, 2026 through October 15, 2026**

NAME	YEAR	DIST	A/C NO	AMOUNT	REASON
Blue Line Logistics	2026	22	0270088	$66.81	sold 6/2025
Cain, John L	2026	22	0292820	$52.18	wrong taxing district
			Total:	$118.99	

SUBMITTED BY:

Susan Sain DATE: 10-26-26

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

September 16, 2026 through October 15, 2026

NAME	YEAR	DIST	A/C NO	AMOUNT	REASON
Demeny, Kevin J	2026	22	0237959	$521.14	located in Catawba Co
Variety Stores LLC	2026	22	0297522	$131.41	dupicate assessment

SUBMITTED BY:

Susan Sain DATE: 10-26-26

SUSAN SAIN , TAX ADMINISTRATOR

APPROVED BY:

_____ DATE: _____

RICHARD HAYNES , CITY MANAGER

CITY OF LINCOLNTON
SCHEDULE OF FEES
2026-27

(Revised 11/5/2026)

CODE	ADMINISTRATIVE FEES		
	WATER AND SEWER CONNECTION FEES		
	Utility Street Cut Fee: (2 crewmen, truck, equipment, and time to cut road.)	**$750/cut**	
	Utility Cut Patch Fee: (3 tons of asphalt, 7-8 crewmen, truck, equipment, and time to repair.)	**$750/patch (anything over 3 tons is calculated on a case by case basis.)**	
	Utility Cut Maintenance Fee: (4 tons of gravel, 3 crewmen, equipment, and time.)	**$750/visit (anything over 4 tons is calculated on a case by case basis.)**	
	~~**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
	For all water connections where the contractor/developer/owner installs City specified infrastructure, and donates these facilities to the City for ownership, operation, and maintenance, 50% of the applicable connection fee will apply. All connections larger than on inch are the responsibility of the contractor, developer/owner, per city specifications and will require a City inspection.		
INSP-0010	**Inspection Fee**	$100.00 / trip	
	Utility Street Cut Fee: (2 crewmen, truck, equipment, and time to cut road.)	**$750/cut**	
	Utility Cut Patch Fee: (3 tons of asphalt, 7-8 crewmen, truck, equipment, and time to repair.)	**$750/patch (anything over 3 tons is calculated on a case by case basis.)**	
	Utility Cut Maintenance Fee: (4 tons of gravel, 3 crewmen, equipment, and time.)	**$750/visit (anything over 4 tons is calculated on a case by case basis.)**	
	~~**Sewer Connection Fees *** If asphalt or concrete removal/replacement are needed add $750 to rate below**~~	**Inside City**	**Outside City**
SCON-0010	Standard 4" Sewer Connection (any sewer connection exceeding 4" requires payment of an availability fee)	$1,700.00	$3,200.00
SCON-0020	Larger than standard 4" sewer connection will be connection fee plus availability fee, if applicable, of $10.67 per lineal foot of road frontage. If more than one road frontage, we use the longest frontage for calculation (measure from property line to property line.)	$2,100.00	$3,900.00
SCON-0030	Force Main Sewer Application Fee (Applicant must follow requirements in Permission to Construct Application Form and Permission to Connect/Operate Form prior to approval to connect to sewer system.	$1,500.00 (non-refundable)	$2,700.00 (non-refundable)
SDIS-0010	**Sewer Disconnection/Capping**	$500.00	$700.00
	Note: All connections to the city sewer system are the responsibility of the contractor/developer/owner, per city specifications. For all sewer connections where the contractor/developer/owner extends facilities and installs all city specified infrastructure, and donates these facilities to the city for ownership, operation, and maintenance, 50% of the applicable connection fee will apply. The City will provide the tapping saddle and will inspect the line before covering.		

CITY OF LINCOLNTON
SCHEDULE OF FEES
2026-27

(Revised 11/5/2026)

CODE	ADMINISTRATIVE FEES	
	SEWER USE ORDINANCE FEES	
	Penalties between $10,000 and $25,000 per day per violation may be assessed against a violator: For any class of violation, only if a civil penalty has been imposed against the violator within the five years preceding the violation, or In the case of failure to file, submit, or make available, as the case may be, any documents, data, or reports required by this ordinance, or the orders, rules, regulations and permits issued hereunder, only if the POTW Director determines that the violation was intentional and a civil penalty has been imposed against the violator within the five years preceeding the violation.	
	Civil Penalities: Any user who is found to have failed to comply with any provision of this ordinance, or the orders, rules, regulations and permits issued hereunder, may be fined up to twenty-five thousand dollars ($25,000) per day per violation.	
	Wastewater Treatment Industrial Waste Surcharges	
WWIW-0010	BODS->350 mg/liter	$0.25 mg/liter
WWIW-0020	TSS->350 mg/liter	$0.75 mg/liter
WWIW-0030	NH3 (Ammonia)->20 mg/liter	$1.50 mg/liter
WWIW-0040	TN- >40 mg/liter	$1.25 mg/liter
WWIW-0050	TP- >8 mg/liter	$2.00 mg/liter
WWIW-0060	O/G- >40 mg/liter	$1.00 mg/liter
	Bulk Water Sales All prepayments are non-refundable and will be honored for 30 days, or the number of loads per-purchased, whichever comes first. The delivery point will be the City of Lincolnton Wastewater Treatment Plant at 550 West NC 150 Bypass, Lincolnton, NC 28092; phone (704) 736-8960. The Wasterwater Treatment Plant will be open for sales Monday-Friday 8:30 am to 3:00 pm.	
BWTR-0010	0-4,000 gallons	~~$30.00 Minimum (per trip)~~ **$40.00 Minimum (per trip)**
BWTR-0020	4,001 & up	~~$7.50/1,000~~ **$10.00/1,000**
	Unapproved bulk water use	
BWTR-0030	First Offense	$250.00
BWTR-0040	Second Offense	$300.00 and report as theft to Police Department

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.

VETERANS DAY PROCLAMATION

WHEREAS, the members of our Armed Forces have answered the call to duty with unwavering courage, devotion, and patriotism, securing the freedoms and peace enjoyed by all citizens of the City of Lincolnton and our Nation; and

WHEREAS, the men and women who have served in the Army, Navy, Air Force, Marine Corps, Coast Guard, Space Force, and National Guard have demonstrated selflessness and sacrifice, serving both at home and abroad; and

WHEREAS, Veterans Day offers our community a dedicated time to pause, honor, and express our profound gratitude to the living veterans among us, to honor the memory of those who made the ultimate sacrifice, and to support their families; and

WHEREAS, the contributions of our veterans extend beyond their military service, as they continue to enrich the City of Lincolnton as leaders, business owners, public servants, and cherished neighbors; and

WHEREAS, we urge all residents of Lincolnton to proudly display the American flag, participate in local community observations, and commit to honoring our nation's heroes not only on this day, but throughout the year.

NOW, THEREFORE, the Mayor and City Council for the City of Lincolnton do hereby proclaim **November 11th, 2026**, as **"VETERANS DAY"** in the City of Lincolnton, and commend its observance to all citizens.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Lincolnton to be affixed this 5th day of November, 2026.

_____
Ed Hatley, Mayor

_____
Daphne Ingram, City Clerk

CITY COUNCIL

Ed L. Hatley, Mayor
Kevin Demeny, Mayor Pro-Tem
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CITY ATTORNEY
John M. Friguglietti, Jr.

PROCLAMATION

Designating November 28, 2026, as Small Business Saturday

WHEREAS, the City of Lincolnton celebrates our local small businesses and the contributions they make to our local economy and community; and

WHEREAS, small businesses represent a significant portion of all businesses operating in the United States and drive local job creation, economic growth, and innovation; and

WHEREAS, small businesses employ a vital portion of the working population, contributing to the health and vitality of our downtown and surrounding commercial corridors; and

WHEREAS, local retail, dining, and service businesses enrich the character of the City of Lincolnton, offering unique products and personal customer experiences; and

WHEREAS, dollars spent at locally owned businesses stay within the community, supporting local public services, schools, and community programs; and

WHEREAS, advocacy groups, business associations, and local leadership across the country have designated the Saturday following Thanksgiving as **Small Business Saturday** to encourage residents to shop small and support local merchants during the holiday season.

NOW, THEREFORE, I, Mayor of the City of Lincolnton, North Carolina, do hereby proclaim **Saturday, November 28, 2026**, as **"SMALL BUSINESS SATURDAY"** in the City of Lincolnton, and urge all residents and visitors to join in supporting our local small businesses, downtown shopkeepers, and independent entrepreneurs on this day and throughout the entire year.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Lincolnton, North Carolina, to be affixed this 5th day of November, 2026.

_____
Ed Hatley, Mayor

ATTEST:

_____
Daphne Ingram, City Clerk

CITY COUNCIL

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

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CITY MANAGER

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rhaynes@lincolntonnc.org
CITY CLERK
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CITY ATTORNEY
John M. Friguglietti, Jr.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLNTON, NORTH CAROLINA FOR CHRISTMAS TREE LIGHTING AND COURT HOUSE LAWN MOVIE NIGHT TEMPORARY ROAD CLOSURES

WHEREAS, the City of Lincolnton acknowledges that our goal is to provide a Christmas Tree Lighting Ceremony and Christmas Movie Night for the pleasure of our citizens and visitors; **and**

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

WHEREAS, the City of Lincolnton acknowledges that the Christmas Tree Lighting Ceremony and movie night on the Square requires approximately two (2) hours to install signing, traffic control and LED Screen setup and requires two (2) hours for removing signs, traffic control, litter removal, and LED Screen removal.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Lincolnton, North Carolina, pursuant to the authority granted by G.S. 20-169, that they do hereby declare temporary road closure on Friday November 27, 2026 on the following described portion of a State Highway System route, Main Street, NC Hwy 27/150.

Christmas Tree Lighting and Movie on the Square: November 27, 2026
4:00 p.m. -10:00 p.m. - Court Square

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

Adopted this 5th day of November, 2026.

_____
Ed Hatley, Mayor

Attest _____
Daphne Ingram, MMC, NCCMC

International Institute of Municipal Clerks

HEREBY CONFERS THE TITLE OF

Master Municipal Clerk

UPON

Daphne A. Ingram, MMC

IN FULFILLMENT OF REQUIREMENTS PRESCRIBED BY THE INTERNATIONAL INSTITUTE OF MUNICIPAL CLERKS

CERTIFIED ON *September 25, 2026*

IIMC PRESIDENT

IIMC DIRECTOR OF PROFESSIONAL DEVELOPMENT

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

FROM: **Planning Department**

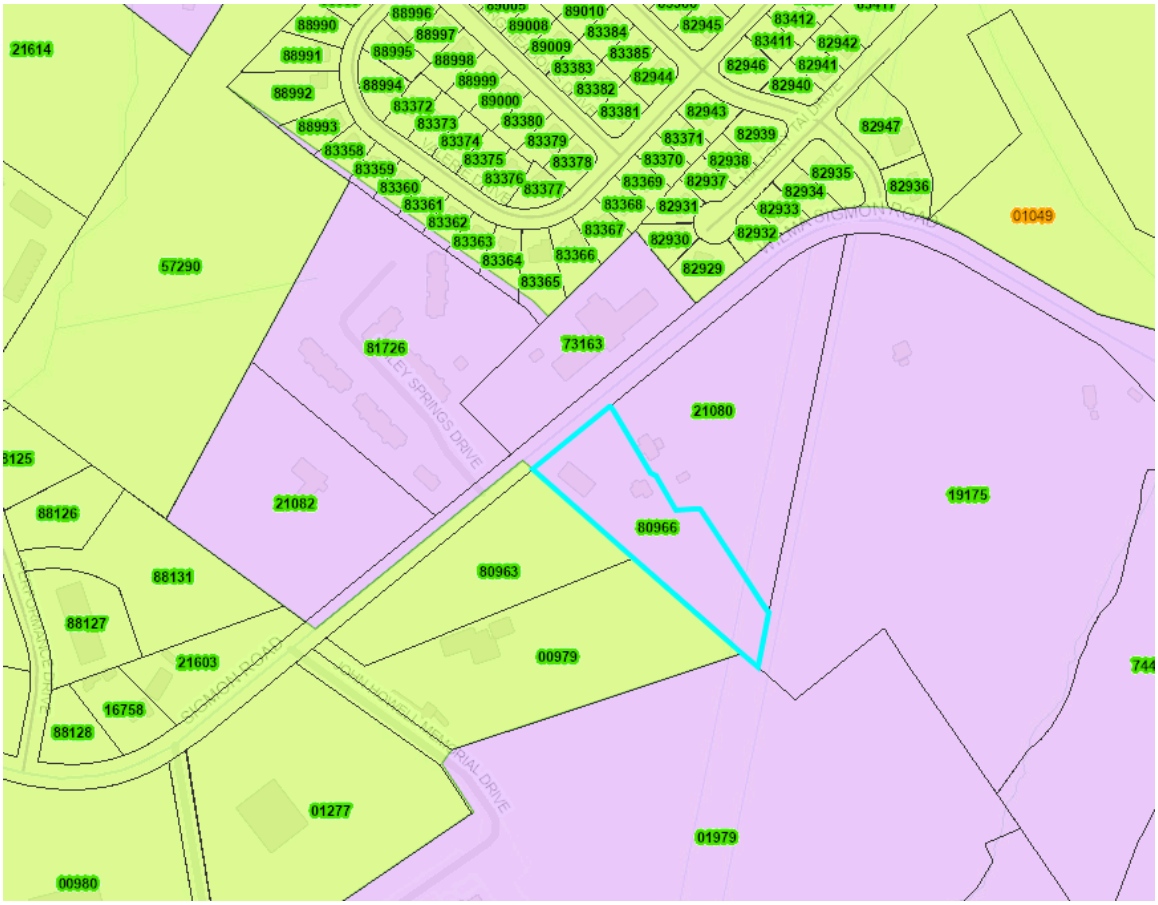
SUBJECT: **ANX-4-2026 -** Petition Received Under NCGS 160A-31 concerning property located at 916 Wilma Sigmon Road (Parcel ID 80966)

DATE: **November 5, 2026**

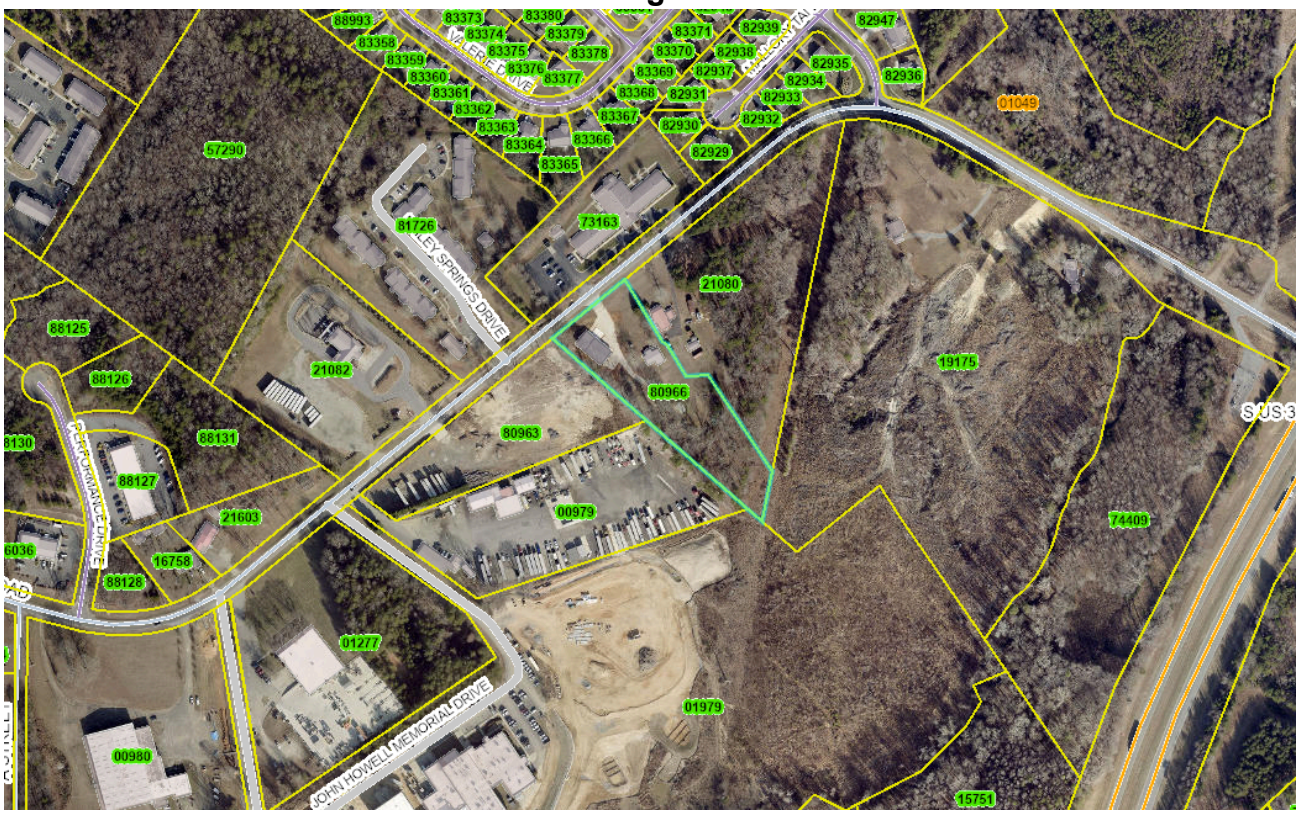
BACKGROUND

Lincoln Community Bible Church requests annexation of approximately 2.765 acres at 916 Wilma Sigmon Road (Parcel ID 80966). This property is directly adjacent to the current city limits, as shown in the map below.

City limits in green
County/ Former ETJ in purple



Aerial showing location



Street view



Staff Evaluation & Statutory Findings

- **Contiguity:** The subject property directly abuts the existing municipal corporate boundary along its western property line, satisfying the contiguous requirement.
- **Sufficiency of Petition:** The City Clerk examined the petition and certified that it is properly signed by a Board Member of the Lincoln Community Bible Church.
- **Zoning & Land Use:** The property lies within Lincoln County in the former Extra-Territorial Jurisdiction (ETJ) area and is consistent with the adopted Comprehensive Land Use Plan designation.
- **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 is not required to provide solid waste services for a voluntary annexation. Because of the property's location relative to our current solid waste route, a private solid waste provider would be required.
- **Water and Sewer:** City water mains and wastewater mains are located on Wilma Sigmon at the front of the property. The developer will complete extension of service lines at its sole expense in accordance with utility specifications.
- **Streets and Maintenance:** There are no new roads or sidewalks proposed. Wilma Sigmon is maintained by NCDOT.

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, effective November 5, 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 Alex Reese, Lincoln Community Bible Church Board Member, for annexation of Parcel ID 80966, 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 5th day of November, 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 3634414571

Beginning at a point in the center of Wilma Sigmon road, North of the City of Lincolnton and East of Generals Boulevard, a corner with property of Betty B. Keener, which said Beginning point is located North 49° 02' 42" West 30.40 feet from an iron stake at the southern edge of the right of way for said road, and runs thence with the center of said road North 51° 18' 50" East 241.34 feet to a point in the center of said road, a new corner with a lot of 5.531 acres this day conveyed to Grantors herein; thence five new division lines with said 5.531 acre tract as follows: South 31° 12' 19" East (crossing an iron stake at the south edge of the right of way for said road at 29.95 feet) 205.37 feet to a new iron pipe; thence South 56° 37' 21" East 13.95 feet to an iron stake; thence South 31° 10' 58" East 94.92 feet to an iron stake; thence North 85° 32' 21" East 54.51 feet to a new iron stake; thence South 33° 40'26" East 294.68 feet to a point in the centerline of an existing R.E.M.C. Utility line, a new division corner; thence with the old line of Jones, South 12° 17' 58" West 162.94 feet to a point in the centerline of the existing R.E.M.C. Utility Line; thence with the property line of D & E Holdings, LLC, North 44° 01' 54" (passing an iron stake at 63.05 feet) 401.16 feet to an existing iron pipe at a pine tree; thence with the property of Keener, North 49° 02' 42"

(passing an iron stake at the southern edge of the right of way of Wilma Sigmon Road at 313.57 feet) 343.97 feet to the Beginning, containing 2.765 acres more or less, and being the full contents of Lot #2 of an exempt subdivision, Edna S. Crouse Estate, as surveyed and platted by Forest E. Ross, Jr., Registered Surveyor, on September 24, 2002, see map recorded in Plat Book 12 at Page 50.

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. The annexed area and its residents will be integrated into Ward 4 of the City of Lincolnton for all municipal electoral purposes.

Section 4. This ordinance shall be effective on the 5th day of November, 2026.

_____
Ed Hatley, Mayor

ATTEST:

_____
Daphne Ingram, Clerk

LINCOLNTON

AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council

Date: November 5, 2026

From: Jean Derby, Planning Director

Subject: ANX-5-2026 Consideration of Resolution Directing the Clerk to Investigate a Petition Received Under NCGS 160A-58.1 concerning property located on Clarks Creek Road (Parcel ID 55218).

Summary:

Background:

Fiscal Impact:

Recommendation:

Attachments:

1. ANX-5-2026 Memo to Council

MEMO TO: Mayor and City Council Members

FROM: Planning Staff

SUBJECT: ANX-5-2026 Consideration of Resolution Directing the Clerk to Investigate a Petition Received Under NCGS 160A-58.1 concerning property located on Clarks Creek Road (Parcel ID 55218).

DATE: November 5, 2026

The following outlines the process the City must follow to consider annexing the Clarks Creek Road property.

A. Adopt a Resolution Directing the City Clerk to Investigate a Petition Received Under NCGS 160A-58.1 concerning property located on Clarks Creek Road (Parcel ID 55218) at the November 5, 2026 City Council meeting and set a public hearing date for presumably the January 7, 2026 City Council meeting.

B. The City Clerk and Planning Department will work with other departments to review the annexation petition. The resolution must affirm the following five statutory standards for contiguous annexation:

   1. The nearest point on the proposed satellite corporate limits must be not more than three miles from the primary corporate limits of the annexing city.

   2. No point on the proposed satellite corporate limits may be closer to the primary corporate limits of another city than to the primary corporate limits of the annexing city.

   3. The area must be situated so that the annexing city can provide the same services within the proposed satellite corporate limits as it provides within its primary corporate limits.

   4. If the area proposed for annexation, or any portion thereof, is a subdivision as defined in G.S. 160A-376, all of the subdivision must be included.

   5. The area within the proposed satellite corporate limits, when added to the area within all other satellite corporate limits, may not exceed ten percent (10%) of the area within the primary corporate limits of the annexing city.

C. Prior to the public hearing, the Clerk/Planning Department will advertise it at least 10 days in advance.

D. At the January 7, 2026, public hearing, the Planning Department, on behalf of the City Clerk, will present the completed Certificate of Sufficiency stating that the petition meets the standards for a contiguous area as specified in NCGS 160A-58.1.

E. Allow any interested parties to be heard on the desirability of the annexation.

F. If the Council finds that the annexation is in the public interest, it may adopt an ordinance annexing the property. The ordinance may take effect immediately or on any specified date within 6 months of its adoption.

RESOLUTION DIRECTING THE CITY CLERK TO INVESTIGATE A PETITION RECEIVED UNDER G.S. 160A-58.1

WHEREAS, a petition requesting annexation of an area described in said petition has been received on October 19, 2026, by the Lincolnton City Council; and

WHEREAS, G.S. 160A-58.1 provides that the sufficiency of the petition shall be investigated by the City Clerk before further annexation proceedings may take place; and

WHEREAS, the City Council of the City of Lincolnton deems it advisable to proceed in response to the request for annexation;

NOW, THEREFORE, BE IT RESOLVED by the Lincolnton City Council:

That the City Clerk is hereby directed to investigate the sufficiency of the above-referenced petition and certify the results of her investigation to the City Council as soon as possible.

_____
Ed Hatley, Mayor

ATTEST:

_____
Daphne Ingram, Clerk

CERTIFICATE OF SUFFICIENCY

Investigation of Voluntary Non-Contiguous Annexation Petition

To City Council of the City of Lincolnton, North Carolina:

I, Daphne Ingram, City Clerk of Lincolnton, North Carolina, do hereby certify that I have investigated the attached petition for voluntary non- contiguous annexation received on the 19th day of October, 2026, requesting the annexation of certain real property described as approximately 7.714 acres of land situated on Clarks Creek Road (Parcel ID:55218).

I do hereby certify that I have investigated the annexation petition attached hereto, and have found, as a fact, that said petition is signed by all owners of real property lying in the noncontiguous area described therein, in accordance with G.S.§ 160A-58.1(b), as amended.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the City of Lincolnton this the 22nd day of October 2026.

Daphne Ingram, City Clerk

[Municipality Seal]

LINCOLNTON

AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council

Date: November 5, 2026

From: Pamela McBryde, Finance Director

Subject: Consideration of Approval of Amendment to the Annual Budget Ordinance for fiscal year ending June 30, 2027

Summary:

Background:

Fiscal Impact:

Recommendation:

Approval

Attachments:

1. BA-09-26

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

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

Lincolnton NC
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CITY MANAGER
Richard Haynes
rhaynes@lincolntonnc.org

ASSISTANT CITY MANAGER
Scott Clark
sclark@lincolntonnc.org

CITY CLERK
Daphne Ingram
dingram@lincolntonnc.org

BA-09-26

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:

General Expense	$	21,202
Police		173,513
Street		17,683
Planning/Zoning		75
Recreation		450,000
	$	662,473

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

General: State Grants	$	450,000
General: Lease Revenue-Restaurant		6,000
PD: Report/Fingerprint Fees		695
PD: Misc. Revenue		172,818
P&Z: Misc. Revenue		75
Street-Misc. Revenue		900
General: Insurance Settlement		15,202
General: Repair Settlement		16,783
	$	662,473

General Fund: NCPARTF Grant (90%) reimbursement; Local-Roots Lease payment-1st qtr; Police Dept. revenues- (1) reports/fingerprint fees, (2) off-duty reimbursement, (3) Lincoln County-Enterprise vehicle purchase; P&Z permit fees; Insurance settlement: (1) Interlocal towing reimbursement, (2) Interlocal-RAM 2500 damage payment (Street); Repair settlement: (1) Utility Cut repairs, (2) Street Department repair work; and NCSBI LEO Bonus payment.

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

Water Treatment Plant	$	10,887
Water and Sewer Intangibles		5,580
	$	16,467

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

Other Operating Revenues	$	16,467
	$	16,467

Water and Sewer Fund: Bulk Water Purchases; and Water/Wastewater System Development Fees.

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

Electric Operations	$	9,141

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

Other Operating Revenue	$	9,141
	$	9,141

Electric Fund: Interlocal Payment-Electric truck repair, and Electric Department work.

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	$	688,081

Adopted this 5th day of November, 2026

Attest:

Daphne Ingram	Edward L Hatley
City Clerk	Mayor

LINCOLNTON

AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council

Date: November 5, 2026

From: Ritchie Haynes, City Manager

Subject: Request for Consideration of Approval of Proposal for architectural, interior design and engineering services between the City of Lincolnton and UPLAND Architects - Christian Ministry Project

---

Summary:

Background:

Fiscal Impact:

Recommendation:

Attachments:

1. UPLAND - proposal for professional services
2. drawing

UPLAND
ARCHITECTS

PROPOSAL FOR PROFESSIONAL SERVICES

Issued: September 26, 2026

Chris Greene
Hoke Enterprises
2550 Blacksburg Rd.
Grover,, NC

Re: Professional Services for Christian Ministry of Lincoln Countty for the City of Lincolnton - 410 Linden St. Lincolnton, NC

Dear Chris,

It is with pleasure that Upland Architects, Inc. submits to you our detailed proposal for architectural, interior design and engineering services for the Christian Ministry of Lincoln Countty for the City of Lincolnton,410 Linden St. Lincolnton, NC.

This document is intended to establish the fee and scope of services for the above-referenced project. Upon execution of this proposal, a full AIA Owner-Architect Agreement will be issued for formal contract execution.

Upland Architects prides itself on the relationships we build with our clients. We take a team-based approach to every project and believe in open, frequent communication to ensure each project's success.

Our team looks forward to working closely with you to shape a space that captures the brand's identity and enhances the overall client journey, from the first impression at the entry to the relaxing atmosphere within.

Please don't hesitate to reach out with any questions.

Sincerely,

Adam Rebello
Upland Architects, Inc.

UPLAND
ARCHITECTS

1. PROJECT SUMMARY

Upland Architects, Inc. will provide full architectural and engineering design services as the design-build partner to Hoke Construction for a multi-building site improvement project located in Lincolnton, North Carolina. The project scope includes the renovation and reconfiguration of two existing buildings and the design and construction of one new prefabricated engineered metal building (PEMB) on the same site.

The two existing buildings will be reconfigured to accommodate new office spaces, restrooms, and a new commercial kitchen. The existing mechanical, electrical, and plumbing systems will be reconfigured as necessary to support the new interior layout. The existing electrical service, mechanical system, and plumbing infrastructure will be retained to the greatest extent possible.

The new prefabricated engineered metal building will be designed and detailed in coordination with the selected PEMB manufacturer. Upland will provide the architectural design intent, coordinate manufacturer submittals, and incorporate the structure into the overall site design.

Upland Architects, Inc. will provide a complete set of construction documents encompassing architectural, civil, mechanical, electrical, plumbing, and life safety drawings sufficient for permitting, bidding, and construction. All work will be performed in close coordination with Hoke Construction under a design-build delivery method, with Upland serving as the architect and engineer of record for the project.

2. PROJECT PHASES

The scope of professional services is organized by project phase. The following describes the major tasks to be completed during each phase of work:

PRELIMINARY DESIGN

Architectural Survey of Existing Buildings: Upland will conduct a field survey of the two existing buildings to document existing conditions, including spatial layout, structural systems, and MEP infrastructure, to establish a baseline for design.

Development of Existing Building Models: Based on field survey data, Upland will develop architectural models of the existing buildings to support design development and coordination across all disciplines.

Client Meetings, Scope Review & Programming: Upland will meet with the City of Lincolnton to review the project scope, confirm program requirements, and establish design priorities for all three buildings on the site.

Engage MEP & Civil Engineers: Upland will engage and coordinate with mechanical, electrical, plumbing, and civil engineering subconsultants to establish project parameters and confirm existing system conditions.

Schematic Layout Development: Upland will develop preliminary schematic floor plans for the renovation of the two existing buildings and the new prefabricated metal building for client review and approval.

UPLAND
ARCHITECTS

DESIGN DEVELOPMENT

Basis of Design Narrative: Upland will prepare a Basis of Design Narrative documenting the full scope of work established during the Preliminary Phase. The narrative will outline finish specifications, MEP system upgrades based on the approved program and applicable code requirements, and site improvements based on the approved schematic design. This document will be issued to Hoke Construction to support the development of preliminary budget numbers.

Preliminary Architectural Model & Drawings: Upland will develop preliminary architectural drawings for the new pre-engineered metal building, including floor plans, exterior elevations, and reflected ceiling plans. These drawings will be prepared at a level of detail sufficient for pricing by Hoke Construction and for use by the metal building manufacturer and structural engineer of record in completing their engineering design.

Design Coordination Meetings with Hoke Construction: Upland will conduct meetings with Hoke Construction throughout the Design Development Phase to coordinate design progress, review preliminary drawings and the Basis of Design Narrative, and align the design with Hoke's pricing and construction planning efforts.

Civil Drawing Coordination: Upland will coordinate with civil drawings provided by others. Site layout, site improvements, building placement, access, and utility connections will be reviewed and coordinated with Hoke Construction to ensure alignment with the overall project program prior to advancing into Construction Documents.

CONSTRUCTION DOCUMENTS

Architectural Construction Documents: Upland will prepare a full set of architectural construction drawings for the renovation and reconfiguration of the two existing buildings and the new pre-engineered metal building. Documents will include dimensioned floor plans, exterior elevations, building sections, interior elevations, reflected ceiling plans, door and finish schedules, and construction details sufficient for permitting and construction documentation.

MEP Construction Documents: Upland's contracted MEP engineers will prepare construction drawings for mechanical, electrical, and plumbing systems. Documents will address the reconfiguration of existing systems to accommodate the new layout, including the new commercial kitchen, office areas, and restrooms, while maintaining the existing electrical service, mechanical system, and plumbing infrastructure where applicable.

Life Safety & Code Compliance Drawings: Upland will prepare life safety drawings including egress plans, occupancy classifications, fire-rated construction, and accessibility compliance documentation in accordance with applicable North Carolina building codes and local authority requirements.

Coordination with Hoke Construction: Upland will coordinate with Hoke Construction throughout the Construction Documents Phase to ensure design intent is aligned with construction means, methods, and budget. This includes review meetings and document exchanges as needed to support Hoke's procurement and scheduling activities.

Pre-Engineered Metal Building Coordination: Upland will coordinate with the PEMB manufacturer and Hoke Construction to integrate the manufacturer's engineering and shop drawings with Upland's architectural and MEP documents, ensuring compatibility of structural, mechanical, and envelope systems.

UPLAND
ARCHITECTS

CONSTRUCTION ADMINISTRATION

Response to Requests for Information (RFIs): Upland will respond to RFIs submitted by Hoke Construction that are directly related to the work covered within the scope of this proposal. RFI responses will be limited to clarifications of the design intent as documented in the Construction Documents prepared by Upland. RFIs related to work outside the scope of this proposal, contractor means and methods, or items not covered by Upland's design documents are excluded.

Note: Construction Administration services under this proposal are limited to RFI response only. Site observation, submittal review, punch list, project closeout, and permitting support are excluded from Upland's scope and will be performed by others..

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3. PROJECT PHASE FEE SUMMARY

ARCHITECTURAL FEE SUMMARY	
PRELIMINARY & SCHEMATIC DESIGN	$10,000.00
DESIGN DEVELOPMENT	$16,900.00
CONSTRUCTION DOCUMENTS	$110,000.00
CONSTRUCTION ADMINISTRATION	$0.00
TOTAL FEE	**$136,900.00**

4. ASSUMPTIONS

Existing Roof Systems: Replacement or repair of existing roof systems on the two existing buildings is not included within the scope of this proposal. Any roofing work identified during construction will be addressed as an additional service.

Existing Mechanical Systems: All existing mechanical systems are assumed to be in good working order and adequate for reuse within the reconfigured spaces. Any repairs, replacements, or upgrades to existing mechanical equipment identified during construction are not included in this proposal.

Construction Administration & Permitting: Hoke Construction will be responsible for all construction administration services and permitting, except as specifically noted in Section 2 of this proposal. Upland's construction administration role is limited to RFI responses as outlined in Phase 4.

Structural Design & Fabrication Drawings — Structural engineering design and fabrication drawings for the new pre-engineered metal building are by others. Upland's scope does not include structural engineering services.

Existing Facade: No changes to the existing building facades are included in this proposal, including window replacement, additions, or architectural modifications, unless specifically shown on the approved schematic design.

Topographic & Boundary Survey: Land surveying, boundary surveys, and topographic surveys are excluded. It is assumed that current survey documents will be provided to Upland and the civil engineer by the Owner or Hoke Construction.

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5. EXCLUSIONS

Our proposal excludes the following items (unless otherwise noted above):	
Landscape Architecture and Design	As-Built / Recored Drawings
Renderings	Construction Project Management
Municipal Meetings	Bidding and GC Negotiations
Special Inspections	Procurement and Staging
Printing and Plotting	Postage and Overnight Delivery Fees
Travel Expenses (mileage, parking, lodging, meals, etc.)	Equipment Design and Selections
Exterior Signage Design and Permitting	Geotechnical Investigation
Hazardous Materials Assessment & Abatement	Security & Low-Voltage Systems Design
LEED or Sustainability Certification	Civil Engineering

6. ADDITIONAL SERVICES

Services not included in the PROJECT PHASES will be considered additional services subject to a separate agreement for additional compensation by hourly rate, flat fee or other agreed compensation.

Principal	$220 / hr	Senior Project Manager	$175 / hr
Administrative	$70 / hr	Designer	$110 / hr
Project Manager	$135 / hr	Drafter	$80 / hr

7. PAYMENT TERMS

1. 25% of $136,900.00 due upon acceptance of proposal.
2. PROJECT PHASES will be invoiced monthly based upon percentage of completion.
3. Invoices are due 30 days upon receipt.
4. ALL ADDITIONAL SERVICES will be billed monthly.

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8. STANDARD CONDITIONS FOR ENGAGEMENT

1. CONTRACT

The Contract is the Proposal or Contract document that is signed and dated by Upland Architects, Inc.. (UAI) and Hoke Enterprises (CLIENT) and to which these Standard Conditions for Engagement are appended by reference. The Contract is valid for 30 Days from September 26, 2026

2. COMPENSATION FOR SERVICES AND PAYMENT TERMS

The CLIENT agrees to pay UAI in accordance with the payment terms provided in the Contract.
Invoices will be submitted monthly or upon completion of a specified scope of service, as described in the accompanying contract or signed proposal.

- *Transportation* — Automobile expenses for UAI or employee- owned cars will be charged at a cost of $0.76 per mile plus tolls and parking charges.
- *Expenses and Outside Services* — All expenses and outside services incurred by UAI personnel related to this project are billed at cost plus 10%.
- *Outside Services and Other Expenses* — Examples of Outside Services and Other Expenses ordinarily charged to projects are subcontractors, chemical laboratory charges; printing and reproduction; shipping charges for samples, express or overnight mail, disposal of samples; rental vehicles; fares of public carriers; special fees for insurance certificates, permits, licenses, etc.; fees for restoration of paving or land due to field exploration, etc.; and state sales and use taxes and state taxes on UAI fees, where applicable.

Invoices are due and payable in full thirty (30) days after the date on the invoice. An interest charge of one and seven-half percent (7 1⁄2 %) of the invoice amount will be added automatically to each invoice if payment is not received on the thirty- first day. Thereafter, interest on the cumulative outstanding balance will be added at a rate of seven and one-half percent (7 1⁄2%) per month. All payments received shall be applied to the oldest invoices first.

2. OWNERSHIP OF DOCUMENTS

All reports, design drawings, field data and notes, laboratory test data, calculations, estimates, and other documents that UAI prepares as instruments of service shall remain the property of UAI. Copies of these documents (paper or electronic) will be provided to the CLIENT, in accordance with the terms of the Contract. The CLIENT agrees that UAI's services are on behalf of and for the exclusive use of the CLIENT and that all reports and other documents furnished to the CLIENT or its agents shall be utilized solely for this project. The CLIENT agrees to indemnify and hold UAI harmless from all claims, demands, and expenses including reasonable attorney's fees, arising out of such unauthorized reuse of documents by the CLIENT. UAI will retain pertinent records related to the services performed for a period of five (5) years following submission of our report or other documents. The CLIENT agrees that all reports and other work that UAI provides, which are not paid for, will be returned upon demand and will not be used for any purpose whatsoever.

3. STANDARD OF CARE

UAI's services will be performed in accordance with generally accepted practices of the architects providing similar services at the same time, in the same locale, or and under like circumstances. The CLIENT agrees that the services provided will be rendered without any other warranty, expressed or implied.

UPLAND
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4. LIMITATION OF PROFESSIONAL LIABILITY

The CLIENT agrees to limit the liability and require a like limitation from any construction contractor or subcontractor who performs work for which UAI has provided reports, plans, and specifications, to an amount of $50,000 or UAI's fee, whichever is greater. UAI and its subcontractors and subconsultants shall in no event be liable to the CLIENT, any successors in interest, or any beneficiary or assignee of this Contract for any special or punitive damages arising out of any breach of this Contract.

5. INSURANCES

UAI is protected by Worker's Compensation Insurance and Employer's Liability Insurance. UAI will furnish certification upon written request. The CLIENT agrees that UAI will not be liable or responsible to the CLIENT for any loss, damage, or liability beyond the amounts, limits, exclusions, and conditions of such insurance.

6. TERMINATION, SUSPENSION OR ABANDONMENT OF WORK

In the event of termination, suspension or abandonment of the Project by the CLIENT, UAI shall be compensated for services performed. The CLIENT'S failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for UAI to suspend or terminate services. Either UAI or the CLIENT may terminate this Agreement after giving no less than seven days written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

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AGREEMENT PROPOSED BY:

11 / 05 / 2026

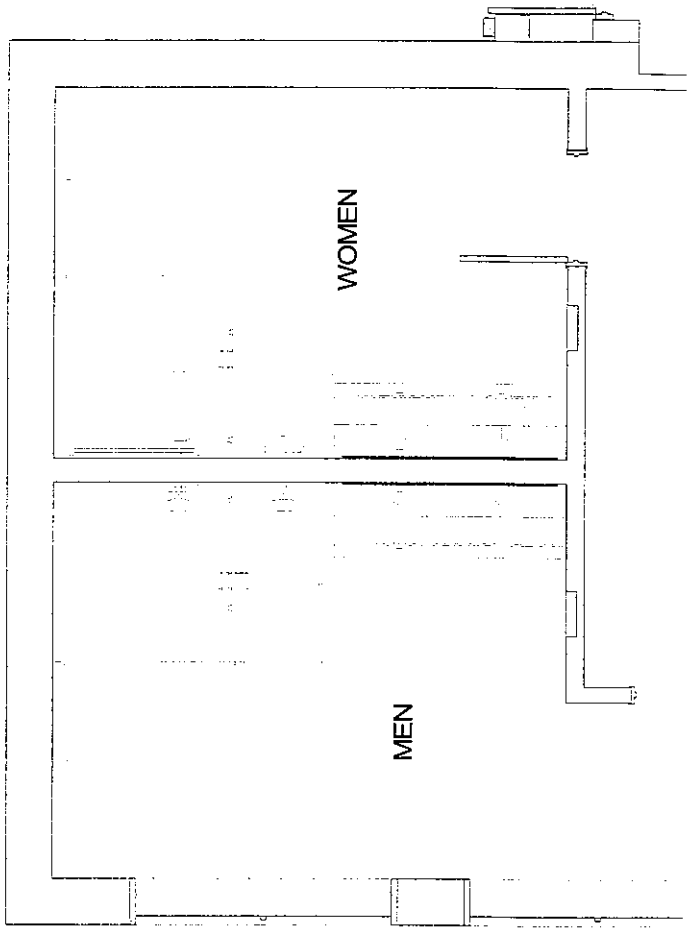
[ProjectPrincipal]

Upland Architects, Inc.

AGREEMENT ACCEPTED BY:

Authorized Representative

Hoke Enterprises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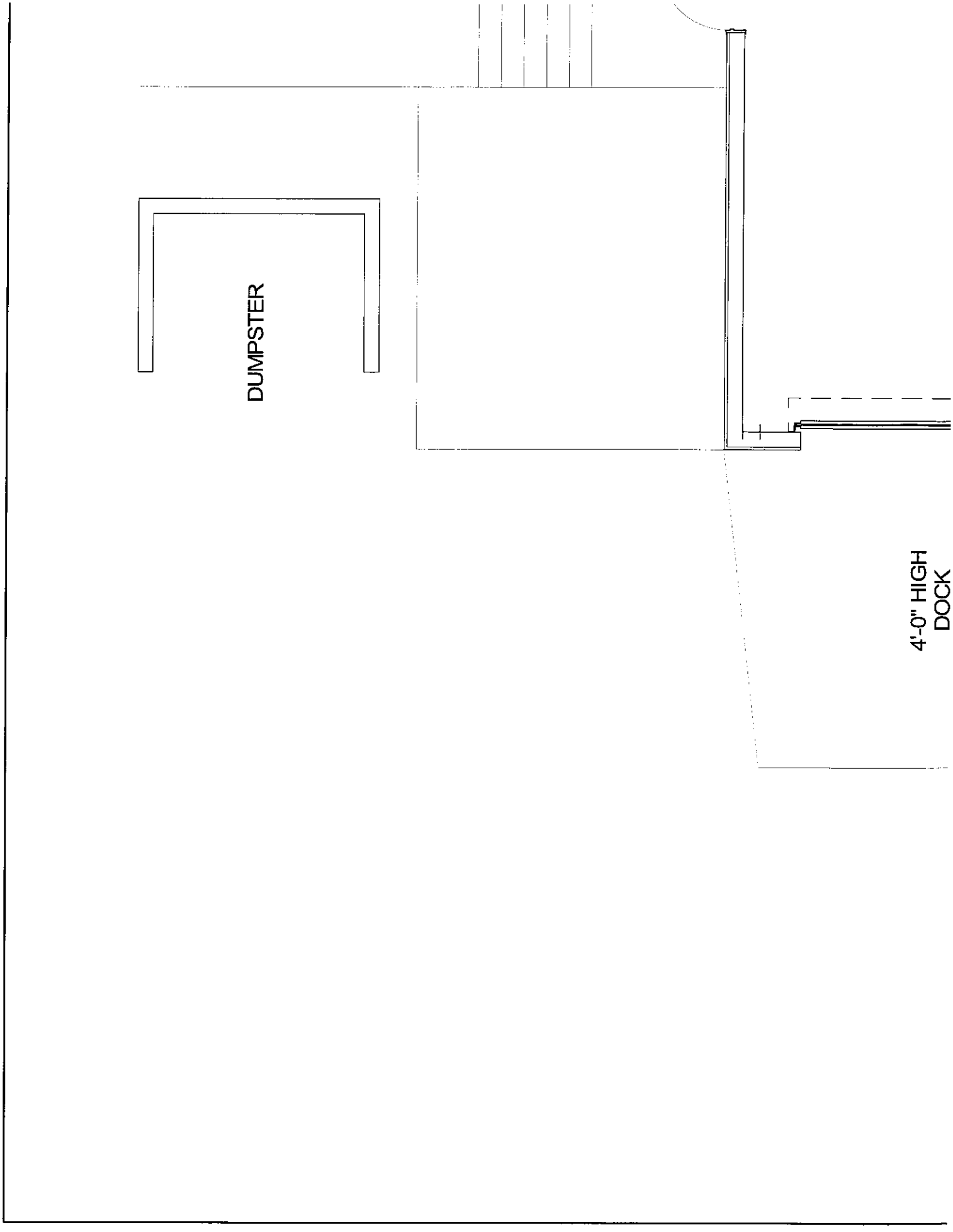
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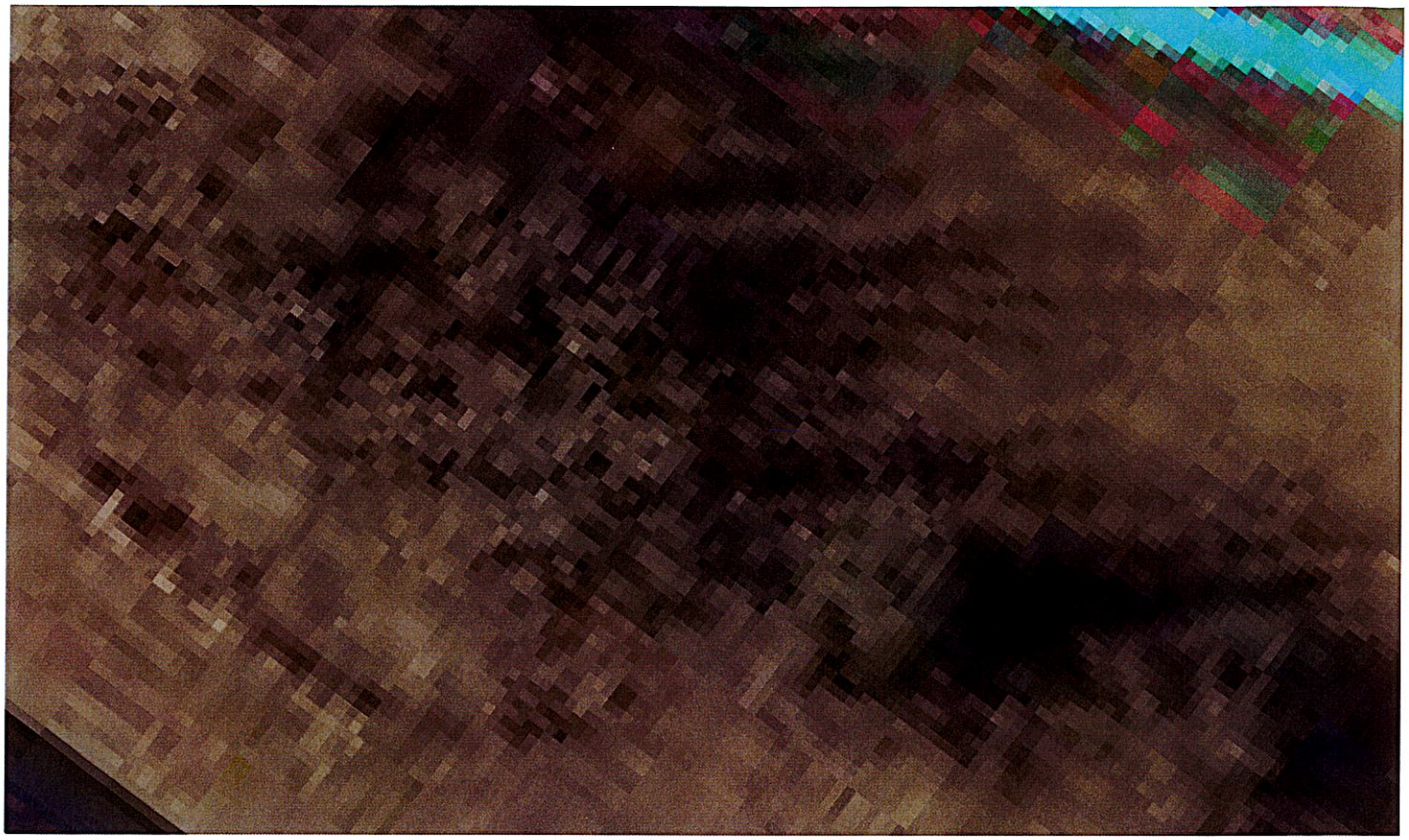

McKim & Creed, Inc.

Please see below for our preliminary scope and fees.

Due Diligence: $2,500

Construction Documents: $15,000

Permitting: $6,500 (Hourly Estimate)

On-Call: $2,500 (Hourly Estimate)

We assume the following sheets will be required:

- Cover
- General Notes
- Existing Conditions and Demolition Plan
- Site Plan
- Erosion Control (2 Phases)
- Grading Plan
- Landscape Plan
- BMP Detail Sheet
- Detail Sheets

Please let us know if you have any questions. If you would like to proceed, we'd like to setup a quick call to discuss the project and then we can provide a formal more detailed proposal.

Thank you!

Jeff Polanco, PE
Project Engineer

O 704.841.2588 | **M** 704.280.3160
JPolanco@mckimcreed.com | www.mckimcreed.com

LINCOLNTON

AGENDA ITEM SUMMARY

To: The Honorable Mayor and City Council

Date: November 5, 2026

From: Ritchie Haynes, City Manager

Subject: Request for Consideration of Approval of Agreement between the City of Lincolnton and Hoke Enterprises (General Contractor) — Christian Ministry Project

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Summary:

Background:

Fiscal Impact:

Recommendation:

Attachments:

1. Hoke Enterprises - Contractor
2. Engineer - McKim & Creed, Inc.

HOKE
ENTERPRISES, INC.
General Contractor
"Building What Matters"

P.O. Box 290 Earl, NC 28038 - Telephone (704) 482-0003 - Fax (704) 482-0633

Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a

STIPULATED SUM

AGREEMENT

Made as of the first day of October, Two Thousand and Twenty-Six.

BETWEEN

The Owner:	City of Lincolnton P.O. Box 617 Lincolnton, NC 28093
and the Contractor:	Hoke Enterprises, Inc. P.O. Box 290 Earl, North Carolina 28038
The Project is:	Christian Ministry of Lincoln County for the City of Lincolnton
The Architect is:	***Upland Architects***
The Civil Engineer is:	**McKim & Creed, Inc.**

The Owner and Contractor agree as set forth below:

ARTICLE 1

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, General Conditions of the Contract, Drawings, addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appear in Article 9.

ARTICLE 2

THE WORK OF THIS CONTRACT

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the General Documents to be the responsibility of others, as follows:

Scope of work: Design and Preconstruction Services as outlined in Appendix A and Appendix B.

Sincerely,

Chris Greene

Chris Greene
President

ARTICLE 3

DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement is the date that a building permit is received unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner. Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

ARTICLE 4

CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of **One hundred ninety-two thousand, nine hundred forty dollars and no cents. ($192,940.00)** subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner. – N/A

4.3 Unit prices, if any, are as follows: - N/A

ARTICLE 5

PROGRESS PAYMENTS

5.1 Based upon Applications for Payment submitted to the Owner by the Contractor the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

5.3 The Application for Payment shall be submitted to the Owner on or before the (25th) twenty fifth day of the month of the period covered by the Application for Payment. Within thirty (30) days after receipt of each monthly application for Payment, the Owner shall pay directly to the Contractor the appropriate amount for which the application is made, less amounts previously paid by the Owner.

5.4 Each Application for Payment shall be based upon the schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. This schedule, unless objected to by the Owner shall be used as a basis for reviewing the Contractor's Application for Payment.

5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

5.6.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in the dispute may be included as provided in Subparagraph 7.3.7 of the General Conditions even though the Contract Sum has not yet been adjusted by Change Order.

5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing).

5.6.3 Subtract the aggregate of previous payments made by the Owner.

ARTICLE 6

FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; such final payment shall be made by the Owner not more than 30 days after the Owner receives the Application for Payment.

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate of Prime Plus 15 % per annum.

7.3 SUBCONTRACTOR LIABILITY FOR EMPLOYEE CONDUCT

The Subcontractor shall be responsible for and shall indemnify, defend, and hold harmless the Contractor, the Owner, and the Project from any and all claims, losses, damages, theft, or liability arising from the acts or omissions of the Subcontractor's employees, agents, subcontractors, and representatives, including but not limited to theft, vandalism, or unauthorized access to the Project site. This responsibility extends to all acts committed by Subcontractor's employees, agents, subcontractors, and representatives, whether occurring during normal working hours or after hours, and whether or not such acts were authorized by the Subcontractor.

The Subcontractor shall maintain comprehensive general liability insurance with limits acceptable to the Contractor and shall ensure such policy covers the acts of its employees, agents, subcontractors, and representatives both on and off duty as they relate to the Project. The Subcontractor shall immediately notify the Contractor of any known or suspected theft, damage, or unauthorized site access by such personnel.

In the event of theft or damage to Owner's property or materials by any employee, agent, subcontractors, or representative of the Subcontractor, the Subcontractor shall be liable for the full and immediate replacement cost of stolen or damaged items, plus any associated costs including but not limited to project delays, security enhancements, and investigation expenses. Contractor may, in its sole discretion, deduct the amount of all such costs from any payments otherwise owed to Subcontractor.

7.4 SITE ACCESS AND SUPERVISION REQUIREMENTS

No Subcontractor, nor any employee, agent, subcontractor or representative of any Subcontractor, shall be permitted on the Project site unless the Contractor or the Contractor's authorized representative is present on site. All Subcontractors and their personnel are strictly prohibited from accessing the Project site outside of the hours when the Contractor or Contractor's representative is present, unless express written permission has been granted by the Contractor for specific circumstances, which permission ceases when those specific circumstances are no longer present or whenever Contractor revokes such permission.

All Subcontractor personnel must check in with the Contractor's on-site representative immediately upon arrival at the Project site and must check out with the Contractor's on-site representative before departing the Project site each day. Failure to comply with these check-in and check-out procedures may result in the Subcontractor being denied further access to the site.

Unauthorized access to the Project site by any Subcontractor or Subcontractor's personnel, or failure to comply with the check-in/check-out requirements, shall be considered a material breach of this Agreement. The Contractor reserves the right to immediately terminate the Subcontractor's contract and remove the Subcontractor from the Project for any violation of these site access requirements. Any such termination shall be treated as being for cause and Contractor shall be entitled to all damages from Subcontractor that Owner and/or Contractor suffer as a result of Subcontractor's termination and removal from the Project.
The Subcontractor shall be responsible for communicating these requirements to all of its employees, agents, subcontractors and representatives, and shall be liable for any violations committed by all such personnel.

ARTICLE 8

TERMINATION OR SUSPENSION

8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

8.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

ARTICLE 9

ENUMERATION OF CONTRACT DOCUMENTS

9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

9.1.1 The Agreement is this executed Standard Form of Agreement between Owner and Contractor.

9.1.2 The General Conditions are the General Conditions of the Contract for Construction.

9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated _____, and as follows: In Bid Documents

Document	**Not Applicable**	**Title**	**Pages**

9.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 9.1.3,and are as follows: DIVISIONS 1-10

Section	**Not Applicable**	**Title**	**Pages**

9.1.5 The Drawings are to be provided by Upland Architects for permitting and construction.

9.1.6 The addenda, if any, are as follows:

Number	**Not Applicable**	**Date**	**Pages**

9.1.7—Other documents, if any, forming part of the Contract Documents are as follows:

This agreement is entered into as of the day and year first written above and is executed in at least two original copies of which one is to be delivered to the Contractor, and one to the Owner.

OWNER:	CONTRACTOR:
CITY OF LINCOLNTON	HOKE ENTERPRISES, INC.
_____	_____
(Signature)	*(Signature)*
_____	_____
(Printed name and title)	*(Printed name and title)*

McKim & Creed, Inc.

Please see below for our preliminary scope and fees.

Due Diligence: $2,500

Construction Documents: $15,000

Permitting: $6,500 (Hourly Estimate)

On-Call: $2,500 (Hourly Estimate)

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Please let us know if you have any questions. If you would like to proceed, we'd like to setup a quick call to discuss the project and then we can provide a formal more detailed proposal.

Thank you!

Jeff Polanco, PE
Project Engineer

O 704.841.2588 | **M** 704.280.3160
JPolanco@mckimcreed.com | www.mckimcreed.com