

MINUTES
LINCOLN COUNTY BOARD OF COMMISSIONERS
MONDAY, APRIL 5, 2021

The Lincoln County Board of County Commissioners met on April 5, 2021, in the Commissioners Room, Lincoln County Administration Office, 353 N. Generals Blvd., Lincolnton, at 6:30 PM.

Commissioners Present:

Carrol Mitchem, Chairman
Milton Sigmon, Vice-Chairman
Anita McCall
Bud Cesena
Cathy Davis

Others Present:

Kelly G. Atkins, County Manager
Wesley Deaton, County Attorney
Amy S. Atkins, Clerk to the Board

Planning Board Members Present:

Jamie Houser, Chairman
Doug Tallent, Vice-Chair
Robert Shugarman, Secretary
Jenni Boyles
Keith Gaskill
George Mull
Jeff Pariano

Staff Present:

Andrew Bryant, Director
Randy Hawkins, Zoning Administrator
Amy Brown, Clerk to Planning Board
Jeremiah Combs, Planner

Adoption of Agenda: Chairman Mitchem presented the agenda for the Board's approval.

AGENDA
Lincoln County Board of Commissioners Meeting
Monday, April 5, 2021
6:30 PM

Lincoln County Administration Building
353 N. Generals Blvd
Lincolnton, NC 28092

Call to Order – Chairman Mitchem

Moment of Silence

Pledge of Allegiance

1. Adoption of the Agenda
2. Consent Agenda
 - Approval of Minutes – March 15, 2021
 - BOA #4
 - CPOA #1
 - CPO #2
 - VTS Refunds
 - Performance Guarantee Extension – Westshore
 - Performance Guarantee - Kinsley Phase 1
 - Release of Performance Guarantee - Kinsley Phase 1
 - Performance Guarantee - Wildbrook Phase 1B
 - Performance Guarantee - Wildbrook Phase 2
 - Performance Guarantee - Wildbrook Phase 3
3. Zoning Public Hearings – Randy Hawkins and Jeremiah Combs

Joint Public Hearings with Planning Board - Legislative Cases:

ZMA #678 Chance Owens, applicant (Parcel ID# 59127) A request to rezone a 1.66-acre lot from R-R (Rural Residential) to R-T (Transitional Residential). The property is located at 3083 Summerow Road, on the west side of Summerow Road about 1,900 feet north of its intersection with Highland Bluff Court, in Lincoln Township.

ZMA #679 Jenson Shults III, applicant (Parcel ID# 26894) A request to rezone 2.0 acres from R-SF (Residential-Single Family) to R-T (Transitional Residential), The subject property, part of 15.5-acre tract, is located about 400 feet west of Randleman Road and 500 feet south of Reinhardt Circle in Ironton Township.

Following the joint meeting, the Lincoln County Board of Commissioners will hold public hearings to consider the following Quasi-Judicial matters:

PA #52 United Contracting Group, Inc., applicant (Parcel ID# 54934) A request for preliminary plat approval for a 20-lot residential subdivision. The 24-acre site is located on the west side of Lee Lawing Road immediately south of North Lincoln High School in Ironton Township.

SUP #438 Brian Richardson, applicant (Parcel ID# 10692) A request for a special use permit to establish a campground in the R-R (Rural Residential) district. The proposed 36.8-acre site is located at 394 N. NC 18 Hwy., on the east side of N.C. 18 about 2,800 feet north of its intersection with N.C. 27, in North Brook Township.

WSSUP #25 Mark Cotter, applicant (Parcel ID# 75926) A request for a watershed special use permit to use the high-density option in the Catawba River/Lake Norman WS-IV Protected Area. The applicant is proposing to develop a 0.82-acre site for a 7,520-square-foot, two-unit building for retail sales or offices. The high-density option would allow the development to have a built-upon surface area covering up to 50 percent of the site, with the use of engineered stormwater controls. The subject property is located on the east side of N.C. 16 Business about 600 feet north of Smith Harbour Drive in Catawba Springs Township.

4. Amendments to the Lincoln County Industrial Incentive Grant Policy – Cliff Brumfield
5. Public Hearing – Industrial Incentive Grant for Project Chef – John Dancoff
6. Public Hearing – Industrial Incentive Grant for Existing Industry – John Dancoff
7. Public Hearing – Industrial Incentive Grant for Existing Industry – John Dancoff
8. Public Hearing – Industrial Incentive Grant for Existing Industry – John Dancoff
9. Resolution for Building Reuse Grant Policy – Cliff Brumfield
10. Request from Solid Waste to purchase a new Palfinger Epsilon Loader on Peterbilt 348 truck through Sourcewell a national purchasing cooperative – Don Chamblee
11. Public Comments
12. Approval of Auditor and Audit Contract for 2022 – Deanna Rios
13. Finance Officer’s Report
14. Other Business
15. Closed Session Pursuant to § 143-318.11(a) (3) To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged.

Adjourn

UPON MOTION by Commissioner McCall, the Board voted unanimously to adopt the agenda as presented.

Consent Agenda: **UPON MOTION** by Commissioner Sigmon, the Board voted unanimously to approve Consent Agenda as presented.

- Approval of Minutes – March 15, 2021
- BOA #4
- CPOA #1
- CPO #2
- VTS Refunds
- Performance Guarantee Extension – Westshore
- Performance Guarantee - Kinsley Phase 1
- Release of Performance Guarantee - Kinsley Phase 1
- Performance Guarantee - Wildbrook Phase 1B
- Performance Guarantee - Wildbrook Phase 2
- Performance Guarantee - Wildbrook Phase 3

Zoning Public Hearings: Wesley Deaton, County Attorney, presented information concerning legislative and quasi-judicial hearings. He asked if any Board member has a conflict regarding any of the quasi-judicial cases. None were disclosed.

Randy Hawkins presented the following cases:

Zoning Map Amendment #678 Chance Owens, applicant:

The applicant is requesting the rezoning of a 1.66-acre lot from R-R (Rural Residential) to R-T (Transitional Residential). The stated purpose of the request is to place a second singlewide manufactured home on the property. The property would need to be subdivided to place a second home on it, but the minimum lot size under the existing R-R zoning (43,560 square feet, or 1.0 acre) would not allow that. The minimum lot size in the R-T district is 32,500 square feet (0.746 acre) would allow the property to be subdivided. Both zoning districts permit manufactured homes.

The subject property is located at 3083 Summerow Road, on the west side of Summerow Road about 1,900 feet north of its intersection with Highland Bluff Court, in Lincolnton Township. It is adjoined all sides by property zoned R-R, but it is about 250 feet from an R-T district. Land uses in this area are primarily residential and agricultural. This property is part of an area designated by the Lincoln County Land Use Plan as Large Lot Residential, suitable for single-family homes, with a density of up to 1.35 dwelling units per acre. The proposed density in this case is 1.2 dwelling units per acre.

Additional Information

Permitted uses

Under current R-R zoning: manufactured home (singlewide or doublewide), modular home, site-built house.

Under proposed R-T zoning: manufactured home (singlewide or doublewide), duplex, modular home, site-built house.

Minimum lot size

Under current R-R zoning: 43,560 square feet (1.0 acre)

Under proposed R-T zoning: 32,500 square feet (0.746 acre)

Adjoining zoning and uses

East (opposite side of Summerow Road): zoned R-T, farmland.

South: zoned R-T, farmland.

West: zoned R-T, farmland.

North: zoned R-T, farmland.

Staff's Recommendation Staff recommends approval of the rezoning request.

Chairman Mitchem opened the Public Hearing concerning ZMA #678 – Chance Owens, applicant.

Chance Owens, applicant, said he was here to answer any questions.

Being no additional speakers, Chairman Mitchem closed the public hearing.

ZMA #679 Jenson Shults III, applicant:

The applicant is requesting the rezoning of 2.0 acres from R-SF (Residential-Single Family) to R-T (Transitional Residential). The stated purpose of the request of the application is to place a doublewide manufactured home on the property.

Site Area & Description

The subject property is located about 400 feet east of Randleman Road and 800 feet south of Randleman Road in Ironton Township. It is part of a 15.5-acre tract. The subject property is surrounded by property zoned R-SF, but it is less than 200 feet from an R-T district, and the 15.5-acre tract is adjoined on three sides by property zoned R-T. Land uses in this area are primarily residential and agricultural. The subject property is part of an area designated by the Lincoln County Land Use Plan as Large Lot Residential, suitable for single-family homes.

Additional Information**Permitted uses**

Under current R-SF zoning: modular home, site-built house.

Under proposed R-T zoning: manufactured home (singlewide or doublewide), duplex, modular home, site-built house.

Minimum lot size

Under current R-SF zoning: 32,500 square feet (0.746 acre).

Under proposed R-T zoning: 32,500 square feet (0.746 acre).

Adjoining zoning and uses

East: zoned R-SF (adjoining subject property), undeveloped property.
South: zoned R-SF (adjoining subject property), undeveloped property.
West: zoned R-SF, modular home.
North: zoned R-SF (adjoining subject property), undeveloped property.

Staff's Recommendation

Staff recommends approval of the rezoning request.

Chairman Mitchem opened the Public Hearing concerning ZMA #679 – Jenson Shults III, applicant.

Alissa Puig, applicant's sister, said she was here to answer any questions on behalf of Jenson Shults. She said he is a single dad and is trying to get a house for him and his son to live in.

Being no additional speakers, Chairman Mitchem closed the public hearing.

The Planning Board recessed their meeting to Room 310 and the Commissioners continued the additional zoning cases.

PA #52 – United Contracting Group, Inc., applicant: Jeremiah Combs presented the following:

The applicant is requesting approval of a preliminary plat review/ sketch plan for a 20 lot residential subdivision with a new public road. Article 9.6 of the Lincoln County Unified Development Ordinance states that all preliminary plats meeting the definition of a major subdivision shall be submitted to the Planning Board and Board of Commissioners, in the form of a quasi-judicial public hearing, for approval, disapproval, or approval with conditions.

Site Area & Description

The 24.4-acre site is located on the west side of Lee Lawing Road immediately south of the campus of North Lincoln High School in Ironton Township. The subject property is zoned R-SF (Residential Single-Family). The adjoining properties are zoned R-SF and RS (Residential Suburban). Land uses in this area include residential and civic (school and fire department) uses.

Land Use Plan

The Lincoln County Land Use plan designates this area as Large Lot Residential, suitable for single-family homes with densities of 0.20 – 1.35 units per acre.

Chairman Mitchem opened the Public Hearing concerning PA #52 – United Contracting Group, Inc., applicant.

Paul Scheonmakev, applicant, said he is here to answer any questions. He said there will be 20 lots, which will have wells and septic tanks.

Mitch Latham, Engineer for the project, said he prepared the application and Findings of Fact and would like to incorporate it into his testimony.

Being no additional speakers, Chairman Mitchem closed the public hearing.

UPON MOTION by Commissioner Sigmon, the Board voted unanimously to bring this case back for a decision at the next meeting.

SUP #438 – Brian Richardson, applicant:

The applicant is requesting a special use permit to establish a campground in the R-R (Rural Residential) district. A site plan has been submitted as part of the application. The proposed campground would have up to 78 spaces for recreational vehicles and 20 spaces for tents. A campground is a special use in the R-R district.

SITE AREA AND DESCRIPTION

The request involves a 36.8-acre site located at 394 N. NC 18 Hwy., on the east side of N.C. 18 about 2,800 feet north of its intersection with N.C. 27, in North Brook Township. It is surrounded by property zoned R-R. Land uses in this area include agriculture, residential and business. The subject property is part of area designated by the Lincoln County Land Use Plan as Rural Living, suitable for single-family homes with small nodes of commercial activity such as gas stations, conveniences stores or restaurants concentrated at rural crossroads.

Chairman Mitchem opened the Public Hearing concerning SUP #438 – Brian Richardson, applicant.

Commissioner Sigmon asked about adequate parking for all the vehicles on the site. He asked if the property will be fenced in and how to protect adjoining property owners.

Randy Hawkins said the parking meets the minimum requirements for offices, there is not a minimum requirement for campgrounds.

Commissioner Davis asked about the pond shown on the site plan and if it will need Corp of Engineers approval.

David Ledford spoke representing the applicants with regards to the plans he drew up for the RV park. He said they are looking at doing an upscale RV park. At the facility, the space with the RV has room for the towing vehicle and at least one more vehicle. The applicants have been

considering not doing the pond. He said this would be a surface generated small pond if they decide to do it. He said there is buffering shown on the plans. Mr. Ledford said there will be facilities for all the campers to use as far as restrooms. There are septic tank facilities on the site in with the septic tanks on the RVs. There is a dump site for the septic tank system. There are bath houses and a pavilion type structure being proposed. There is a garden planned and the surrounding property is farmland.

Commissioner Sigmon asked what there will be as far as property lines if the site is not fenced in. He asked what will keep the visitors from going on someone else's property.

Brian Richardson, applicant, said he is here to answer any questions. He said he and his family camp and have never been to a campground that is fenced in. He said he doesn't know that there is a need to fence in the entire property. He said motorized vehicles, such as 4wheelers will not be allowed in the campground.

Commissioner McCall said that one of the things she enjoys about camping is the wildlife and nature. She said although she sees Commissioner Sigmon's point, a fence would deter nature.

David Ledford said he thinks the property line could be noted with signage and property corners instead of a barrier.

Commissioner Cesena said he would like to see some type of boundaries, it doesn't have to be a fence. He said it is legal for the Board to put a condition that a fence be installed.

Brian Richardson said he would be willing to put markers up showing the property line. He said there will be heavy standing vegetation that will prevent visitors from going onto other properties. He said there will be no pond on the property even though it was on the site plan.

Commissioner Davis said she would prefer a berm instead of vegetation as a buffer. Mr. Richardson said it will not look like the campground on Startown Road or the one on 18.

Commissioner Cesena asked about lighting on the site. Mr. Richardson said there will be lights, but it will not be like in a residential housing development. He said in the public area there will be lights.

Commissioner Cesena asked about water runoff. Mr. Richardson said the area developed shedding will be away from the creek. He said that area is moving towards the farmland and the whole area is a general slope that way. He said there will be existing natural vegetation with grass and gravel in addition to the paved spot. He said there are large sites and staff will be on site 24/7. He said there will be electrical and sewer hookups at each site. He said there is a septic engineer that will be designing the septic system. He said there will be a bathhouse on the site.

Being no additional speakers, Chairman Mitchem closed the public hearing.

UPON MOTION by Commissioner Cesena, the Board voted unanimously to bring this case back for a decision at the next meeting.

WSSUP #25 – Mark Cotter, applicant:

The applicant is requesting a special use permit to allow the use of the high-density option in the WS-IV Critical Area of the Catawba River/Lake Norman watershed district. The applicant is planning to develop a 0.82-acre site for a 7,340-square-foot, two-unit building for retail sales or offices. The high-density option would allow the development to have a built-upon surface area covering up to 50 percent of the site, with the use of engineered stormwater controls. Otherwise, in this watershed district, non-residential developments that require an erosion control plan are limited to a built-upon area of 24 percent. In this case, a built-upon area of approximately 50 percent is proposed.

SITE AREA AND DESCRIPTION

The subject property is located on the east side of N.C. 16 Business about 600 feet north of Smith Harbour Drive. It is zoned B-N (Neighborhood Business) and is located in the Eastern Lincoln Development District (ELDD) overlay district. It is adjoined by property zoned by property zoned B-N, PD-MU (Planned Development-Mixed Use) and I-G (General Industrial). Land uses in this area include business, industrial, institutional (charter school) and residential. The subject property is part of an area designated by the Lincoln County Land Use Plan as Suburban Commercial, suitable for general commercial services.

HIGH-DENSITY OPTION REQUIREMENTS

Under the water-supply watershed regulations of the Lincoln County Unified Development Ordinance, the Catawba River/Lake Norman watershed is designated for the use of the high-density option. The option requires the use of stormwater control structures to control the runoff from the first one-inch of rain and remove 85% of suspended solids. Structures must be designed to meet the Best Management Practices (BMP) standards of the N.C. Department of Environment Quality. In this case, the plans call for the use of a sand filter.

The regulations require the developer to post a bond or other financial security in an amount not less than 1.25 times the cost of constructing the necessary stormwater control structure. In addition, a binding agreement must be signed, requiring the owner to maintain, repair and, if necessary, reconstruct the structure in accordance with an approved operations and maintenance plan. Once the stormwater control structure have been constructed and inspected, and prior to the release of the financial security, the applicant is required to deposit with the county either cash or a similar approved instrument in an amount equal to 15 percent of the total construction cost or 100 percent of the cost of maintaining the structure over a 20-year period, whichever is greater.

Chairman Mitchem opened the Public Hearing concerning WSSUP #25 – Mark Cotter, applicant.

Sean Coldren, with CES Group Engineering, said he is here to answer any questions. He said he prepared and would to incorporate the Findings of Fact into his testimony.

Mark Cotter, applicant, said the church wants to expand so he will have to move his business.

Being no additional speakers, Chairman Mitchem closed the public hearing.

UPON MOTION by Commissioner Cesena, the Board voted unanimously to bring this case back for a decision at the next meeting.

Amendments to the Lincoln County Industrial Incentive Grant Policy: Cliff Brumfield presented the following:

**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. 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 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 Lincoln County. 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 Lincoln County. 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 County'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. In the event that a recipient actually makes a smaller investment than contracted for hereunder, the grant to be paid will be reduced accordingly.

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 Lincoln County; 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 Lincoln County of any taxes, utility bills, or other fees owed 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 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 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 Lincoln County.

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 Lincoln County may deem of significant benefit to the community.

IV. APPLICATION OF THE GRANT PROGRAM .599 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 equating to a 65% reduction in taxes.

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 equating 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 equating 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 equating to a 95% reduction in taxes.

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 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.

Approved and adopted at the regular monthly meeting of the Lincoln County Board of Commissioners on the 1st day of February, 2002, amended by the Board on August 5, 2002, amended June 7, 2004 and November 2, 2015, and most recently April 5, 2021.

Carrol Mitchem, Chairman
Lincoln County Board of Commissioners

ATTEST:

Amy S. Atkins, Clerk to the Board

Commissioner Sigmon said he has a concern about putting in the actual factor listed, because while it is correct with the current tax rate of .599, if there is a change in the tax rate, the factor will be changed. He suggested the wording: 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) to a 65% reduction in taxes at the then current Lincoln County tax rate.

UPON MOTION by Commissioner Sigmon, the Board voted unanimously to adopt the Amendments to the Lincoln County Industrial Incentive Grant Policy with the changes discussed.

Public Hearing – Industrial Incentive Grant for UNOX: John Dancoff presented the following:

Within two years of the effective date of this agreement (said effective date being referred in item 1.), UNOX shall make an investment upon such site in building/land and/or machinery and equipment of \$3,226,250 (the expected capital investment) of which \$2,761,250 will qualify for incentives under the Lincoln County Industrial Incentive Grant Policy.

Within two years of the effective date of this agreement, UNOX shall provide at such site at least 27 new jobs paying average annual salary of \$56,000 including benefits.

Chairman Mitchem opened the public hearing concerning the Industrial Incentive Grant for UNOX. Being no speakers, Chairman Mitchem closed the public hearing.

UPON MOTION by Commissioner McCall, the Board voted unanimously to approve the Resolution to Adopt Economic Incentive Grant Agreement with UNOX.

**RESOLUTION TO ADOPT ECONOMIC
INCENTIVE GRANT AGREEMENT WITH UNOX.**

WHEREAS, the Lincoln County Board of Commissioners verily believes that it is in the best interests of the citizens of Lincoln County to encourage and support economic development within Lincoln County through the recruitment of new industries to the County and the expansion of existing industries in the County; and

WHEREAS, UNOX, have developed plans for expansion of their manufacturing equipment in Lincoln County; and

WHEREAS, the Board of Commissioners wishes to encourage such development by means of offering incentives to aid in such efforts;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED AS FOLLOWS:

1. The Lincoln County Board of Commissioners hereby approves the Lincoln County Incentive Grant Agreement (attached hereto as Exhibit A and incorporated herein by reference) among Lincoln County, UNOX.

2. The Chairman of the Board of Commissioners and the Clerk to the Board are hereby authorized to sign all necessary documents on behalf of Lincoln County in order to effectuate this transaction.

3. This resolution shall become effective upon adoption. This 5th day of April 2021.

Carrol Mitchem, Chairman
Lincoln County Board of Commissioners

ATTEST:

Amy Atkins, Clerk to the Board

LINCOLN COUNTY INCENTIVE GRANT AGREEMENT

NORTH CAROLINA

LINCOLN COUNTY

THIS AGREEMENT is made and entered into as of the 5th day of April 2021 by and between LINCOLN COUNTY, a body corporate and politic (hereinafter referred to as "the County"), and UNOX, a fully private company (hereinafter referred to as "UNOX").

WITNESSETH:

WHEREAS, UNOX has developed plans for the installation of manufacturing equipment in Lincoln County, North Carolina;

WHEREAS, the Board of Commissioners of Lincoln County verily 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 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 Board of Commissioners believes that it is appropriate and reasonable to expect UNOX 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 herein set forth, the parties hereby agree as follows:

1. On or before April 5th, 2021, UNOX shall begin installation of an equipment and machinery expansion in Lincoln County, North Carolina.
2. Within two years of the effective date of this agreement (said effective date being referred in item 1.), UNOX shall make an investment upon such site in building/land and/or machinery and equipment of \$3,226,250 (the expected capital investment) of which \$2,761,250 will qualify for incentives under the Lincoln County Industrial Incentive Grant Policy.
3. Within two years of the effective date of this agreement, UNOX shall provide at such site at least 27 new jobs paying average annual salary of \$56,000 including benefits.
4. In consideration of the performance of the aforesaid obligations by UNOX, the County will provide cash grants to UNOX of \$12,404.92 per year for a five-year period. Lincoln County will pay such grants beginning in the tax year after the project's completion. Grants will be paid to UNOX within 30 days after UNOX 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 II grant under the Lincoln County Industrial Development Incentive Grant Policy for New and Existing Industries.
5. UNOX shall on a no less than annual basis provide evidence satisfactory to the County of 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 UNOX 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 UNOX pursuant to this Agreement in any year during the term of the Agreement is fewer than the Expected Number of Jobs, then the County 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. UNOX 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, UNOX shall indemnify and hold harmless Lincoln County and its Board of Commissioners, individually and collectively, from any loss or liability and shall reimburse Lincoln County 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.

UNOX

By: _____
President

LINCOLN COUNTY

Carrol Mitchem, Chairman

Public Hearing – Industrial Incentive Grant for Spantek: John Dancoff presented the following:

Within two years of the effective date of this agreement (said effective date being referred in item 1.), Spantek shall make an investment upon such site in building/land and/or machinery and equipment of \$1,850,000 (the expected capital investment) of which \$1,370,000 will qualify for incentives under the Lincoln County Industrial Incentive Grant Policy.

Within two years of the effective date of this agreement, Spantek shall provide at such site at least 4 new jobs paying an average hourly wage of \$18 hr. plus benefits.

Chairman Mitchem opened the public hearing concerning the Industrial Incentive Grant for Spantek. Being no speakers, Chairman Mitchem closed the public hearing.

UPON MOTION by Commissioner Sigmon, the Board voted unanimously to approve the Resolution to Adopt Economic Incentive Grant Agreement with Spantek.

**RESOLUTION TO ADOPT ECONOMIC
INCENTIVE GRANT AGREEMENT WITH
SPANTEK.**

WHEREAS, the Lincoln County Board of Commissioners verily believes that it is in the best interests of the citizens of Lincoln County to encourage and support economic development within Lincoln County through the recruitment of new industries to the County and the expansion of existing industries in the County; and

WHEREAS, Spantek, have developed plans for expansion of their manufacturing equipment in Lincoln County; and

WHEREAS, the Board of Commissioners wishes to encourage such development by means of offering incentives to aid in such efforts;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED AS FOLLOWS:

1. The Lincoln County Board of Commissioners hereby approves the Lincoln County Incentive Grant Agreement (attached hereto as Exhibit A and incorporated herein by reference) among Lincoln County, Spantek.

2. The Chairman of the Board of Commissioners and the Clerk to the Board are hereby authorized to sign all necessary documents on behalf of Lincoln County in order to effectuate this transaction.

3. This resolution shall become effective upon adoption. This 5th day of April 2021.

Carrol Mitchem, Chairman
Lincoln County Board of Commissioners

ATTEST:

Amy Atkins, Clerk to the Board

LINCOLN COUNTY INCENTIVE GRANT AGREEMENT

NORTH CAROLINA

LINCOLN COUNTY

THIS AGREEMENT is made and entered into as of the 5th day of April, 2021 by and between LINCOLN COUNTY, a body corporate and politic (hereinafter referred to as "the County"), and Spantek, a Minnesota Corporation (hereinafter referred to as "Spantek").

WITNESSETH:

WHEREAS, Spantek has developed plans for the installation of manufacturing equipment in Lincoln County, North Carolina;

WHEREAS, the Board of Commissioners of Lincoln County verily 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 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 Board of Commissioners believes that it is appropriate and reasonable to expect Spantek 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 herein set forth, the parties hereby agree as follows:

1. On or before April 5th, 2021, Spantek shall begin installation of an equipment and machinery expansion in Lincoln County, North Carolina.
2. Within two years of the effective date of this agreement (said effective date being referred in item 1.), Spantek shall make an investment upon such site in building/land and/or machinery and equipment of \$1,850,000 (the expected capital investment) of which \$1,370,000 will qualify for incentives under the Lincoln County Industrial Incentive Grant Policy.
3. Within two years of the effective date of this agreement, Spantek shall provide at such site at least 4 new jobs paying an average hourly wage of \$18 hr. plus benefits.
4. In consideration of the performance of the aforesaid obligations by Spantek, the County will provide cash grants to Spantek of \$6,154.73 per year for a five-year period. Lincoln County will pay such grants beginning in the tax year after the project's completion. Grants will be paid to Spantek within 30 days after Spantek 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 II grant under the Lincoln County Industrial Development Incentive Grant Policy for New and Existing Industries.
5. Spantek shall on a no less than annual basis provide evidence satisfactory to the County of 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 Spantek 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 Spantek pursuant to this Agreement in any year during the term of the Agreement is fewer than the Expected Number of Jobs, then the County 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. Spantek 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, Spantek shall indemnify and hold harmless Lincoln County and its Board of Commissioners, individually and collectively, from any loss or liability and shall reimburse Lincoln County 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.

Spantek

By: _____
President

LINCOLN COUNTY

By: _____
Carrol Mitchem, Chairman
Board of Commissioners

Public Hearing – Industrial Incentive Grant for Husky Rack and Wire: John Dancoff presented the following:

Within two years of the effective date of this agreement (said effective date being referred in item 1.), Husky Rack & Wire shall make an investment upon such site in building/land and/or machinery and equipment of \$3,800,000 (the expected capital investment) of which \$3,800,000 will qualify for incentives under the Lincoln County Industrial Incentive Grant Policy.

Within two years of the effective date of this agreement, Husky Rack & Wire shall provide at such site at least 25 new jobs paying an average annual wage of \$38,000 plus benefits.

Chairman Mitchem opened the public hearing concerning the Industrial Incentive Grant for Husky Rack and Wire. Being no speakers, Chairman Mitchem closed the public hearing.

UPON MOTION by Commissioner McCall, the Board voted unanimously to approve the Resolution to Adopt Economic Incentive Grant Agreement with Husky Rack and Wire.

**RESOLUTION TO ADOPT ECONOMIC
INCENTIVE GRANT AGREEMENT WITH
HUSKY RACK & WIRE.**

WHEREAS, the Lincoln County Board of Commissioners verily believes that it is in the best interests of the citizens of Lincoln County to encourage and support economic development within Lincoln County through the recruitment of new industries to the County and the expansion of existing industries in the County; and

WHEREAS, Husky Rack & Wire, have developed plans for expansion of their manufacturing equipment in Lincoln County; and

WHEREAS, the Board of Commissioners wishes to encourage such development by means of offering incentives to aid in such efforts;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED AS FOLLOWS:

1. The Lincoln County Board of Commissioners hereby approves the Lincoln County Incentive Grant Agreement (attached hereto as Exhibit A and incorporated herein by reference) among Lincoln County, Husky Rack & Wire.

2. The Chairman of the Board of Commissioners and the Clerk to the Board are hereby authorized to sign all necessary documents on behalf of Lincoln County in order to effectuate this transaction.

3. This resolution shall become effective upon adoption. This 5th day of April 2021.

Carrol Mitchem, Chairman
Lincoln County Board of Commissioners

ATTEST:

Amy Atkins, Clerk to the Board

LINCOLN COUNTY INCENTIVE GRANT AGREEMENT

NORTH

CAROLINA

LINCOLN

COUNTY

THIS AGREEMENT is made and entered into as of the 5th day of April, 2021 by and between LINCOLN COUNTY, a body corporate and politic (hereinafter referred to as “the County”), and Husky Rack & Wire, a North Carolina Corporation (hereinafter referred to as “Husky Rack & Wire”).

WITNESSETH

:

WHEREAS, Husky Rack & Wire has developed plans for the installation of manufacturing equipment in Lincoln County, North Carolina;

WHEREAS, the Board of Commissioners of Lincoln County verily 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 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 Board of Commissioners believes that it is appropriate and reasonable to expect Husky Rack & Wire 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 herein set forth, the parties hereby agree as follows:

1. On or before April 5th, 2021, Husky Rack & Wire shall begin installation of a building expansion in Lincoln County, North Carolina.
2. Within two years of the effective date of this agreement (said effective date being referred in item 1.), Husky Rack & Wire shall make an investment upon such site in building/land and/or machinery and equipment of \$3,800,000 (the expected capital investment) of which \$3,800,000 will qualify for incentives under the Lincoln County Industrial Incentive Grant Policy.
3. Within two years of the effective date of this agreement, Husky Rack & Wire shall provide at such site at least 25 new jobs paying an average annual wage of \$38,000 plus benefits.
4. In consideration of the performance of the aforesaid obligations by Husky Rack & Wire, the County will provide cash grants to Husky Rack & Wire of \$17,071.50 per year for a five-year period. Lincoln County will pay such grants beginning in the tax year after the project's completion. Grants will be paid to Husky Rack & Wire within 30 days after Husky Rack & Wire 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 II grant under the Lincoln County Industrial Development Incentive Grant Policy for New and Existing Industries.
5. Husky Rack & Wire shall on a no less than annual basis provide evidence satisfactory to the County of 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 Husky Rack & Wire 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 Husky Rack & Wire pursuant to this Agreement in any year during the term of the Agreement is fewer than the Expected Number of Jobs, then the County 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. Husky Rack & Wire 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,

Husky Rack & Wire shall indemnify and hold harmless Lincoln County and its Board of Commissioners, individually and collectively, from any loss or liability and shall reimburse Lincoln County 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.

Husky Rack & Wire

By: _____
President

LINCOLN COUNTY

By: _____
Carrol Mitchem, Chairman
Board of Commissioners

Public Hearing – Industrial Incentive Grant for BLUM: John Dancoff presented the following:

Within two years of the effective date of this agreement (said effective date being referred in item 1.), Blum shall make an investment upon such site in building/land and/or machinery and equipment of \$23,068,009 (the expected capital investment) of which \$16,447,606 will qualify for incentives under the Lincoln County Industrial Incentive Grant Policy.

Within two years of the effective date of this agreement, Blum shall provide at such site at least 10 new jobs paying an average hourly wage of \$17.50 hr. plus benefits.

Chairman Mitchem opened the public hearing concerning the Industrial Incentive Grant for BLUM. Being no speakers, Chairman Mitchem closed the public hearing.

UPON MOTION by Commissioner Davis, the Board voted unanimously to approve the Resolution to Adopt Economic Incentive Grant Agreement with BLUM.

**RESOLUTION TO ADOPT ECONOMIC
INCENTIVE GRANT AGREEMENT WITH
BLUM Inc.**

WHEREAS, the Lincoln County Board of Commissioners verily believes that it is in the best interests of the citizens of Lincoln County to encourage and support economic development within Lincoln County through the recruitment of new industries to the County and the expansion of existing industries in the County; and

WHEREAS, Blum Inc., have developed plans for expansion of their manufacturing equipment in Lincoln County; and

WHEREAS, the Board of Commissioners wishes to encourage such development by means of offering incentives to aid in such efforts;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED AS FOLLOWS:

1. The Lincoln County Board of Commissioners hereby approves the Lincoln County Incentive Grant Agreement (attached hereto as Exhibit A and incorporated herein by reference) among Lincoln County, Blum Inc.

2. The Chairman of the Board of Commissioners and the Clerk to the Board are hereby authorized to sign all necessary documents on behalf of Lincoln County in order to effectuate this transaction.

3. This resolution shall become effective upon adoption. This 5th day of April 2021.

Carrol Mitchem, Chairman
Lincoln County Board of Commissioners

ATTEST:

Amy Atkins, Clerk to the Board

LINCOLN COUNTY INCENTIVE GRANT AGREEMENT

NORTH

CAROLINA

LINCOLN

COUNTY

THIS AGREEMENT is made and entered into as of the 5th day of April, 2021 by and between LINCOLN COUNTY, a body corporate and politic (hereinafter referred to as “the County”), and Blum Inc., a North Carolina Corporation (hereinafter referred to as “Blum”).

WITNESSETH

:

WHEREAS, Blum has developed plans for the installation of manufacturing equipment in Lincoln County, North Carolina;

WHEREAS, the Board of Commissioners of Lincoln County verily 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 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 Board of Commissioners believes that it is appropriate and reasonable to expect Blum 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 herein set forth, the parties hereby agree as follows:

1. On or before April 5th, 2021, Blum shall begin installation of an equipment and machinery expansion in Lincoln County, North Carolina.
2. Within two years of the effective date of this agreement (said effective date being referred in item 1.), Blum shall make an investment upon such site in building/land and/or machinery and equipment of \$23,068,009 (the expected capital investment) of which \$16,447,606 will qualify for incentives under the Lincoln County Industrial Incentive Grant Policy.
3. Within two years of the effective date of this agreement, Blum shall provide at such site at least 10 new jobs paying an average hourly wage of \$17.50 hr. plus benefits.

4. In consideration of the performance of the aforesaid obligations by Blum, the County will provide cash grants to Blum of \$83,743 per year for a seven-year period. Lincoln County will pay such grants beginning in the tax year after the project's completion. Grants will be paid to Blum within 30 days after Blum 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 III grant under the Lincoln County Industrial Development Incentive Grant Policy for New and Existing Industries.

5. Blum shall on a no less than annual basis provide evidence satisfactory to the County of 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 Blum 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 Blum pursuant to this Agreement in any year during the term of the Agreement is fewer than the Expected Number of Jobs, then the County 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. Blum 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, Blum shall indemnify and hold harmless Lincoln County and its Board of Commissioners, individually and collectively, from any loss or liability and shall reimburse Lincoln County 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.

Blum

By: _____
Chief Financial Officer

LINCOLN COUNTY

By: _____
Carrol Mitchem, Chairman
Board of Commissioners

Resolution for Building Reuse Grant Policy: Cliff Brumfield presented the following:

RESOLUTION FOR BUILDING REUSE GRANT POLICY

WHEREAS, the North Carolina Department of Commerce (“Commerce”) has provided a grant program for the reuse and rehabilitation of older buildings (the “Reuse Program”); and

WHEREAS, pursuant to the Reuse Program, the State provides grant money to certain applicants (referred to as “Owners” in the grant applications) who want to rehabilitate pre-existing buildings for use in locating or expanding a business and hiring and employing employees; and

WHEREAS, pursuant to the Reuse Program, an Owner awarded such a grant is required to maintain a specified number of jobs for a specified period of time and the Reuse Program also provides funding for certain eligible improvements to the structure of the building; and

WHEREAS, pursuant to the Reuse Program, Lincoln County (the “County”) is required to administer the Reuse Program and to be a joint applicant for any application occurring within its boundaries; and

WHEREAS, if an Owner fails to maintain the minimum required jobs for a specified period of time or to make the improvements as required by the Reuse Program, the Owner can be held in default by Commerce and liable for the repayment of the grant funds; and

WHEREAS, the County can be held in default by Commerce as a co-applicant and can be held responsible by Commerce for the repayment of the grant funds by reason of the Owner’s default; and

WHEREAS, the Board of Commissioners desires to encourage building rehabilitation, business location and the creation of jobs within the County and to *sponsor* worthy Owner applicants; and

WHEREAS, as a result of the County’s potential liability in the event of an Owner’s default, the Board of Commissioners desires to take actions to mitigate the County’s liability exposure in the event of such default; and

WHEREAS, the mitigation activities taken by the County shall depend in part upon whether the Owner owns the building being rehabilitated or is instead a tenant or occupant thereof; and

WHEREAS, the Board of Commissioners desires to provide for a grant policy that protects the County and reduces the County’s risk of exposure in the event of an Owner’s default pursuant to the policy set out below.

NOW, THEREFORE, BE IT RESOLVED by the Lincoln County Board of Commissioners that it promulgates the following Building Reuse Grant Policy:

Section 1: Lincoln County shall not consider *sponsoring* an Owner’s application to participate in the North Carolina Department of Commerce Building Reuse Grant Program unless said Owner meets all requirements contained in this Policy. Notwithstanding the foregoing, the County shall reserve the right and discretion at all times to determine whether to *sponsor* an Owner, notwithstanding that the Owner otherwise meets the requirements of this Policy.

Section 2: When the Owner owns the Property in which the Business shall be located. When the Reuse Program Owner owns the property to be rehabilitated, in which the Business (as defined in the Reuse Program) shall be located, for the application to be considered by the County, the Owner must:

- a. Execute a promissory note payable to Lincoln County in the amount of the grant funds expended; and
- b. Execute a deed of trust securing said promissory note and granting Lincoln County a first lien position on the property to be rehabilitated.

Notwithstanding the provisions of Section 2(b) of this policy, Lincoln County may, in its sole discretion modify the first lien requirement:

- i. And allow its deed of trust to constitute a second lien if it determines, in its sole discretion, that the second lien is adequately secured by the value of the applicant's property; or
- ii. Waive the deed of trust requirement entirely, but only if it determines, by a unanimous vote of the Board of Commissioners, that there exists sufficient security that Lincoln County could recover any debt secured by said promissory note without the security of a deed of trust.

Section 3: When the Owner does not own the Property in which the Business shall be located. When the Reuse Program Owner does not own the property to be rehabilitated and in which the Business shall be located, the provisions of this Section 3 shall apply. For the application to be considered by the County, the Owner must execute a promissory note as provided in Section 2(a) and in addition provide supplemental risk mitigation protection for the benefit of the County, as directed by the County in its sole discretion. This risk mitigation shall take the form of one or more of the following measures:

- a. Agreeing that no grant funds shall be disbursed by the County until all requirements of the Reuse Program have been met by the Owner and all grant claw-back periods have expired.
- b. Causing the owner of the property in which the Business is located to execute a deed of trust in favor of Lincoln County securing the Owner's promissory note and giving the County a first lien position on the property to be rehabilitated, subject, however, to the County's right to accept a second lien if the County determines, in its sole discretion, that a second lien is adequately secured by the value of the subject property.
- c. Causing a suitable guarantor to guarantee the Owner's promissory note, including, but not limited to, one or more of the following guarantors:
 - i. The Owner's parent company;
 - ii. The Owner's principal owner(s), member(s) or shareholder(s);
 - iii. The owner of the building which the Owner desires to rehabilitate and occupy.

Section 4: All agreements described herein, including, but not limited to, the promissory note, deed of trust, and guaranty, shall be prepared to the satisfaction of the County. The County may further require, in its sole discretion, that any deed of trust conveyed herein be insured by a title insurance company licensed to write title insurance in the State of North Carolina, and contain hazard insurance listing the County as a mortgagee insured.

Section 5: Nothing contained in this policy shall be deemed to give any Owner the right to have its Reuse Program application sponsored by the County.

This Resolution replaces all previous building reuse program policies.

ATTEST:

Carrol Mitchem, Chairman
Lincoln County Board of Commissioners

Amy S. Atkins, Clerk to the Board

UPON MOTION by Commissioner Cesena, the Board voted unanimously to approve the Resolution for Building Reuse Grant Policy as presented.

Request from Solid Waste to purchase a new Palfinger Epsilon Loader on Peterbilt 348 truck through Sourcewell a national purchasing cooperative: Don Chamblee presented the following:

Solid Waste requests approval from the Board of Commissioners to purchase a new Palfinger Epsilon Loader on Peterbilt 348 truck through Sourcewell a national purchasing cooperative. Public Works budgeted \$250,000 for FY21 to purchase a new Palfinger Epsilon Loader on Peterbilt 348 truck for Solid Waste. The Palfinger Epsilon Loader on Peterbilt 348 truck is \$211,787.23.

UPON MOTION by Commissioner Cesena, the Board voted unanimously to approve the purchase of a new Palfinger Epsilon Loader on Peterbilt 348 truck for Solid Waste at a cost of \$211,787.23.

Public Comments: Chairman Mitchem opened Public Comments. Being no speakers, Chairman Mitchem closed Public Comments

Approval of Auditor and Audit Contract for 2022: Deanna Rios requested the Board's approval of an Audit Contract from Martin Starnes for FY22 for \$76,725 for the financial audit for 6/30/21.

UPON MOTION by Commissioner McCall, the Board voted unanimously to approve the Audit Contract with Martin Starnes & Associates for 2022 as presented

Finance Officer's Report: Deanna Rios presented the Finance Officer's Report.

Other Business: **UPON MOTION** by Commissioner Cesena, the Board voted unanimously to appoint Beth Yarbrough to the Historic Properties Commission.

Commissioner Cesena said National Police Week is May 9 – 15 this year and the Board will have a Proclamation on the May 3 agenda.

Closed Session: **UPON MOTION** by Commissioner Sigmon, the Board voted unanimously to enter Closed Session pursuant to § 143-318.11(a) (3) To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged. **UPON MOTION** by Commissioner McCall, the Board voted unanimously to go out of Closed Session.

Wesley Deaton recommended that the Board delete Note 3 in the County System Development Fees in the Budget to be consistent with the County's current practice.

UPON MOTION by Commissioner Cesena, the Board voted unanimously to delete Note 3 in the County System Development Fees in the Budget to be consistent with the County's current practice.

Adjourn: **UPON MOTION** by Commissioner McCall, the Board voted unanimously to adjourn.

Amy S. Atkins, Clerk
Board of Commissioners

Carrol Mitchem, Chairman
Board of Commissioners