

A G E N D A

LINCOLN TON CITY COUNCIL

June 5, 2014

7:00 p.m.

Council Chambers

City Hall

FOR YOUR CONVENIENCE A COPY OF
TONIGHT'S AGENDA
IS AVAILABLE, LOCATED TO THE
RIGHT OF THE ENTRANCE TO THE
COUNCIL CHAMBERS

*ANYONE WISHING TO SPEAK
DURING THE PUBLIC COMMENT
PORTION OF THE AGENDA
PLEASE SEE THE CITY CLERK PRIOR
TO THE MEETING TO SIGN UP
NON-AGENDA ITEMS WILL BE
DISCUSSED AND SPEAKERS WILL BE
LIMITED TO THREE (3) MINUTES
A COPY OF THE RULES FOR PUBLIC COMMENT
ARE AVAILABLE AT THE CITY CLERK'S DESK*

THANK YOU FOR ATTENDING
OUR MEETING
AND FOR YOUR INTEREST
IN THE CITY OF LINCOLNTON

REGULAR AGENDA

PUBLIC HEARINGS

(O-02-14)

8. Proposed amendment to the City's Code of Ordinance –
TITLE XI – Business Regulations
ADD: Chapter 115 – Pawnbrokers, Metal Dealers and Scrap Dealers

Rodney Jordan, Chief of Police

(O-03-14)

9. Public Hearing to receive comment on the proposed 2014 – 2015
fiscal year budget.

*NOTE: Action on this item, after closing the Public Hearing,
includes adopting the Budget Ordinance (O-03-14) and 2014-15
schedule of fees*

Jeff Emory, City Manager

RESOLUTIONS

(R-11-14)

10. Honoring Patricia Finster for her upcoming retirement from the
Planning Department

Mayor Gilleland

(R-12-14)

11. City of Lincolnton – 2014– 2015 Salary Schedule / Schedule of
Budgeted Positions

Jeff Emory, City Manager

PRESENTATION

12. Presentation to Nathan Eurey – Lincolnton Recreation Department

Mayor Gilleland

PRESENTATIONS

13. Presentation to LPD Officer Jimmy Barlowe – Departmental Life Saving Medal

Rodney Jordan, Chief of Police

14. Departmental presentation from the Human Resources Department

Tanya Osborne, HR Director

CONTRACTS

(C-07-14)

15. Interlocal Agreement between the City and Lincoln County for Mass Notification System *(Replacing the current WENS System agreement)*
3 year agreement = \$ 7,384.00 1st year, \$ 6,836.59 2nd and 3^d year

Jeff Emory, City Manager

(C-08-14)

16. Update on contracts with Lincoln County – Water, E-911-Animal Control, etc.

Jeff Emory, City Manager

OTHER BUSINESS

17. Update on citizen request regarding speeding issue on Linwood Drive *(Mrs. Pat Ballard)*

Rodney Jordan, Chief of Police

18. Discussion of date for official recognition of completion of Phase III of the Marcia H. Cloninger Rail Trail

Mayor Gilleland

OTHER BUSINESS

19. Update on Incentive Programs available through the City

Jeff Emory, City Manager

20. Monthly Financial & Overtime report

Jeff Emory, City Manager

21. Update from City Attorney regarding prayer at City Council meeting

TJ Wilson, City Attorney

PUBLIC COMMENT

*Speakers will be limited to three (3) minutes to address Mayor and City Council
Concerning Non-Agenda Items.*

You must sign in with the City Clerk prior to the meeting to be eligible to speak.

NEWS MEDIA

ADJOURNMENT

ITEM #

1

APPROVAL

OF

REGULAR

AGENDA

ITEM #

2

APPROVAL

OF

CONSENT

AGENDA

ITEM #

3

SPECIAL MEETING MINUTES - APRIL 23, 2014

The Mayor and City Council held a special meeting on Wednesday, April 23, 2014 at 6:00 p.m. in the Council Chambers of City Hall located at 114 West Sycamore Street, Lincolnton, NC.

Mayor Gilleland called the meeting to order. The following Council members were in attendance:

RHYNE CLONINGER EADDY HOVIS

PUBLIC HEARING - TO RECEIVE COMMENT ON PROPOSED AMENDMENT TO THE CITY'S CODE OF ORDINANCES; ADDING LANGUAGE TO ALLOW A BIKE LANE. BEGINNING AT THE INTERSECTION OF GENERALS BLVD AND LAUREL STREET; ALONG LAUREL STREET TO THE INTERSECTION OF LAUREL AND CONGRESS STREET;

Mayor Gilleland opened the above stated Public Hearing. Jeff Emory, City Manager along with Planning Director Laura Simmons briefly discussed the addition of language in the City's Code of Ordinances to address Bike Lanes. The proposed amendment would add language to Title VII – Traffic Code – Chapter 74 Traffic Schedules as follows;

Schedule XI: Bicycle Lanes – Designated Bike Lanes;

1. Beginning at the intersection of Generals Blvd and South Laurel Street; along Laurel to the intersection of S. Laurel and Congress Street.

Jeff said the NC Department of Transportation contacted the City and asked if we would consider the addition of a bike lane rather than the current four lane that is currently marked along S. Laurel. NCDOT has that street on their list to be resurfaced this year and requested a decision from the City on their request by May 1st in order to proceed with resurfacing in the 2014-15 FY budget. Jeff said if Council did not wish to add a bike lane the street would be resurfaced as currently marked, just possibly not in the upcoming budget year.

After some discussion Councilman Eaddy made the motion unanimously approved to close the Public Hearing.

Councilman Eaddy made the motion unanimously approved to amend the City's Code, adding language for a bike lane. Dr. Eaddy also encouraged Jeff and Laura to work with NCDOT to ensure signage is erected making citizens aware of a new traffic pattern for this area.

The City Manager and Planning Director said they would contact the state regarding the proper signage notifying motorists of a new traffic pattern for this area once the bike lane is added.

SPECIAL MEETING MINUTES - APRIL 23, 2014

CONSIDERATION OF A REQUEST FROM THE LINCOLN COUNTY HISTORICAL ASSOCIATION FOR \$ 2,000 TO ASSIST IN FUNDING THE BATTLE OF RAMSOUR'S MILL RE-ENACTMENT TO BE HELD SATURDAY, MAY 17TH :

Mayor Gilleland reviewed a request from the Lincoln County Historical Association for \$ 2,000 for the upcoming re-enactment of the Battle of Ramsour's Mill. For the past several years City Council has given their blessing to the Lincolnton Tourism Development Authority encouraging funds be approved from the Occupancy Tax for the battle re-enactment.

After some discussion, Councilman Cloninger made the motion unanimously approved to recommend that the LTDA meet and consider appropriating \$ 2000 from the Occupancy Tax Fund, to the Historical Association for the 2014 re-enactment. The event is scheduled for Saturday, May 17th and Sunday May 18th. The City Clerk who serves as secretary to the LTDA will contact authority members and advertise a LTDA meeting accordingly. Should funds be approved, monies would be paid as soon as possible prior to June 30th, 2014.

CONSIDERATION OF A REQUEST FROM THE COALITION AGAINST CHILD ABUSE FOR \$ 1860.00 :

Mayor Gilleland reviewed a written request from the Coalition Against Child Abuse (LCCACA&CAC) . The letter outlined a request to the City for monies to make up a short fall in state funding. The request to the City was for \$ 1860.00, which is ten percent of the funding the City provided in 2013. The CAC expressed their gratitude to the City for providing emergency funding of \$ 18,600.00 in 2013 at a time when 95% of funding was taken in April of that year leaving the Center unable to continue providing services to child victims in our community.

This year the CAC was able to start early with fund raising efforts and acquired donations and grants to provide 85% of the lost funding. During 2013 CAC served 177 child victims saving tax payers \$ 185,319.00. When free medical care and advocacy, counseling related to the abuse, not to mention the importance of breaking the cycle of abuse, the indirect savings to the community is in the millions.

After some discussion, Councilman Eaddy made the motion unanimously approved to donate \$ 1860.00 as requested, to the CAC for 2014. The City Clerk said monies are available in the general fund and could be paid prior to June 30th. Council was in agreement to disburse the monies from the current fiscal year budget.

SPECIAL MEETING MINUTES - APRIL 23, 2014

CONSIDERATION OF A REQUEST FROM LINCOLNTON HIGH SCHOOL FOR A CONTRIBUTION FROM THE CITY (THREE LEVELS TO SELECT FROM \$ 100, \$500 OR \$ 1,000) TO ASSIST WITH LHS STADIUM RENOVATIONS:

City Manager Jeff Emory reviewed a written request from Lincolnton High School Athletic Director Scott Cloninger asking the City to consider a donation to Phase 2 renovations to the Lincolnton High School Football Stadium. The letter stated that Phase 2 would include major renovations to the outdated field house, the addition of handicapped seating on the visitor's side, and a new fencing at the upper and lower entrances of the stadium. There are three levels of monetary recognition; \$ 100 plus, \$ 500 plus, and \$ 1000 plus donation levels.

Councilman Rhyne indicated he is involved with this renovation through his employer and would like to recuse himself from voting on this item. Councilman Eaddy made the motion unanimously approved to recuse Councilman Rhyne from the vote.

Councilman Hovis made a motion unanimously approved (by Cloninger, Eaddy and Hovis) to donate \$ 1,000.00 to this project, to be paid from the current fiscal year budget. The City Clerk again said monies would be available in the general fund and she would requisition payment accordingly.

REVIEW OF A DRAFT OF 2014-15 PROPOSED BUDGET:

Jeff Emory, City Manager, reviewed the proposed draft of the 2014-15 fiscal year budget. He reviewed each departments proposed budget totals, capital outlay, departmental summaries, proposed budget revenues and expenditures. He listed the budget highlights as follows:

- Municipal Services Remain at Current Level
- No Cost of Living Adjustment
- Elimination of three positions in the General Fund
- Property Tax Increase of Two Cents
- Electric Rate Increase of 5.2%
- Water/Sewer Increase of 4.0%, Textile Customers 2%
- E. Main Street/Generals Blvd. Intersection Improvements to be taken from Powell Bill Fund
- Take Home Vehicle Plan for Police Officers
- 90 Gallon Roll Out Containers for Residential Customers
- Elimination of Coordinating Health Benefits for Spouses
- Continued Decline in Capital Spending
- Increase in Vacation Accrual Time

The total proposed budget for fiscal year 2014-15 is \$ 28,486,070.00.

SPECIAL MEETING MINUTES - APRIL 23, 2014

The proposed budget, after Jeff's review, generated much discussion. Concerns were expressed by management and some Council members that only a minimal amount is allotted for capital spending. Councilman Cloninger said this concerns him as he feels this could put the City in a situation for larger expenditures if capital items are put off long enough.

Councilman Rhyne asked about the wall erosion on the rail trail. Jeff assured him that he has had engineers look at the wall and \$ 35,000 would be added to the proposed budget to make repairs to the wall.

Councilman Eaddy felt that Council should consider a cost of living adjustment, even if only a one percent. He said, "I think that is necessary as we are a little below surrounding cities on our salaries".

Councilman Rhyne asked for clarification if the Manager had included a Holiday Bonus in the proposed budget. The City Manager said he had and the total cost for a holiday bonus (which equates to 4% of the employees annual salary) is \$ 223,000.

The City Manager clarified that he was able to eliminate three positions from the budget. One by not filling the Administrative position in the Planning Department, two by not filling the position at the Garage and three by not filling the third firefighter, which was a hire a part of a federal grant obtained several years ago. He was clear that he was presenting a budget that eliminates these three positions in the 2014-15 fiscal year budget. All positions are available due to retirement and or vacancy, no one would be losing their job.

The City Manager also said the proposed budget does not include see money for a proposed infill project. After further discussion, Councilman Eaddy felt City Council should consider in the future not funding non-profits. He said, "I don't like to pull the rug out from someone without notice. I believe you should give people notice of our intentions for future budget years, if that is our intentions." The City Manager reminded Council that he had cut each organization by 10% as directed at the Planning Retreat in late February early March.

A discussion to add vacation hours earned, changing the Personnel Policy was discussed. It was decided to add this item to the May 1st City Council regular agenda for discussion.

Several dates were discussed for a second budget work session. Wednesday, may 7th at 6:00 p.m. was decided upon and the City Clerk was directed to advertise the meeting accordingly.

SPECIAL MEETING MINUTES - APRIL 23, 2014

ADJOURNMENT:

Councilman Cloninger made the motion unanimously approved to ADJOURN the meeting.

**DONNA C. FLOWERS. MMC
CITY CLERK**

**JOHN O. GILLELAND, JR.
MAYOR**

BUDGET WORK SESSION - May 7, 2014

The Mayor and City Council held a budget work session on Wednesday, May 7, 2014 at 6:00 pm in the Council Chambers of City Hall located at 114 West Sycamore Street, Lincolnton, North Carolina.

The following were in attendance:

RHYNE CLONINGER EADDY HOVIS

Mayor John Gilleland called the meeting to order thanking everyone for their attendance then without delay gave the floor to City Manager Jeff Emory to speak to the proposed 2013-2014 operating budget.

Mr. Emory began the discussion directing Councils attention to the topic of Fund Balance and Fund Balance appropriation. He provided a hand-out showing what the trend has been from 2009 to the present and as he explained the chart, Mr. Emory stressed his concern with this pattern in the General Fund as 1.5 million fund balance dollars has been spent since 2009. The City, Mr. Emory explained, is still at 39% in this fund, but admitted his concern with the pattern he is seeing. He continued explaining some of the changes that have taken place over the years that has affected revenues, as well as explained how other unforeseen changes could potentially affect revenues that currently go into the General Fund in the future. Mr. Emory warned Council against continuing this trend and not finding a way to generate additional revenue or making significant changes.

Some discussion was generated with Councilman Cloninger directing attention to the proposed tax increase. Mr. Emory spoke to how a two cent tax increase would benefit and explained that the increase alone would not solve the entire problem but it would make a difference. Responding to Mayor Gillelands question regarding the trend in surrounding communities concerning this topic, Mr. Emory stated that a combination of things have been done in a lot of cities with employee reduction being one of the main things. Adding to this discussion, Councilman Hovis brought attention to city services provided for a fee and the need for a downtown tax. Councilman Eaddy inquired as to whether city residents that do not pay property tax could be required to pay a fee for city services that are provided. Mr. Emory informed Council that out of over four thousand utility accounts, one thousand nine hundred are labeled as renters.

Other cost saving options were discussed which included the elimination of spousal insurance coverage. Councilman Hovis again spoke to his belief that a downtown central business tax should be implemented. He would also be in favor of a service fee on renters but not property tax payers. Councilman Eaddy agreed saying that the tax payer should not have to carry the burden alone. More discussion was generated on this topic with everyone in agreement that unlike the water, sewer and electric rates, Council was in control of the tax rate and therefore needed to do everything possible to prevent a tax increase. Mayor Gilleland presented questions regarding insurance and employee salaries and what going to a more traditional plan would look like for the City. Lots of

BUDGET WORK SESSION - May 7, 2014

discussion was generated on the topic of insurance. Human Resources Director Tanya Osborne informed Council of what can and cannot be done regarding dependent coverage stating that eliminating spousal coverage can be done. Mr. Emory continued the discussion reminding Council of the different sources of revenue that is not longer available and the affect this has had on the fund balance. Councilman Rhyne spoke to the idea of contracting the sanitation collection service out as a cost savings to the City or at least tighten up on what the service offers. Assistant Public Works Director Rob Buff spoke to what other cities have done and what seems to happen over time.

Mr. Emory asked for direction from Council regarding health insurance, verifying the 25% increase for the upcoming year. Council Eaddy stressed the importance of being very deliberate in this change due to the impact it will have on the employees. Mr. Emory also requested direction regarding the purchase of garbage cans for the citizens suggesting the purchase be made over a two year period.

There was more discussion on the possibility of a downtown business tax, what implementing such a tax involves and who pays it. Councilman Hovis mentioned possible changes in how the Business and Community Development department is handled with Councilman Rhyne continuing to express his interest on the topic of a downtown tax and revenue being used to make the Business and Community Development department a self sustaining department. Mr. Emory strongly advised Council to get feedback from the DDA before making any significant changes with the department due to the amount of involvement this department has with the DDA organization. More discussion was generated regarding the pros and cons of the idea.

Continuing to discuss all of the issues at hand, Councilman Eaddy had several questions in looking at the budget regarding the purchase of vehicles for the City. He also asked about paving on the rail tail. Attention then turned to how the Christmas (holiday) bonus is administered with Councilman Rhyne stating his interest in seeing everyone receiving the same amount across the board. Councilman Eaddy spoke to his findings and voiced his concern that because the City is not competitive with other cities our size capping the bonus would hurt the majority of the workforce. Discussions continued among Council and staff regarding salaries and the employee insurance benefit and annual bonus. Mr. Emory acknowledged that over time a cost of living increase helps the employee more than an annual bonus; however, he stressed the employees appreciation and dependence on the bonus to help during the holiday season.

Due to budgetary time restraints, Mr. Emory requested Council give him direction regarding health insurance changes, the recommendation being to move forward with the spousal carve out option and also increasing the employee out of pocket expense for claims for a cost savings of approximately \$310,000.00. Mayor Gilleland confirmed City Councils consent to move forward with both actions. City Manager Jeff Emory verified Councils consent for the purchase of one half of the roll-outs this year and remainder to be purchased the following year. Rob Buff, Assistant Public Works Director, suggested that Main Street be used as the dividing line to determine how roll-outs will be distributed.

BUDGET WORK SESSION - May 7, 2014

Councilman Rhyne stressed the need for a new website design and finding a better way to service our citizens over the internet. Councilman Eaddy agreed and encouraged staff to make the information available that citizens need to know regarding services and what can and cannot be done.

Councilman Cloninger expressed his interest in discussing what the City can do for the citizens. They also spoke to long range planning and concentrating on moving the city forward in a positive direction. Councilman Rhyne turned Councils attention to the possibility of contracting out some of the cities mowing. Recreation Director Richard Haynes provided Council with a handout which summarized his findings regarding this topic. Mr. Emory reminded Council of the need to also eliminate seven positions in order to see any savings by doing this (*handout attached*). Mr. Haynes explained the information provided was not all-inclusive but gave a general idea of what making the change could look like.

Mr. Emory thanked Council for direction on two of the items previously discussed. Councilman Eaddy pointed out two more items. The proposed two cent tax increase and the fact that no cost of living increase is being recommended for City employees. Discussion was generated around the topic with Councilman Rhyne suggesting that another work session be scheduled before the June 5th Council meeting. Meeting date was set for May 21, 2014 at 6pm.

At the request of staff and Council, Mayor Gilleland recessed the meeting.

Meeting resumed as Council began discussions regarding contracts with Lincoln County. Mr. Emory explained that City Clerk Donna Flowers presented the potential meeting dates to the County Clerk and is waiting for a response. Councilman Hovis requested to speak pointing out the importance of all Council members being in agreement regarding the issues at hand before meeting with the County Commissioners. Mayor Gilleland agreed and encouraged discussing the topic and coming to an agreement to present to the Commissioners before the actual meeting. He suggested agreeing to pay \$100,000.00 per year for five years, go back to the previous sewer arrangement where the City would take ownership of the infrastructure once thresholds are met and lastly agree on a price for water sales. Councilman Hovis suggested only discussing water sales, however Council members, after much more discussion, agreed to proceed going back to the previous provisions for sewer, 911 and animal control, and \$1.15 being the proposed water rate. There will be no revenue sharing regarding the sewer. None of the proposed County facilities will be annexed but they will receive the inside water and sewer rate with the minimum purchase being increased which, according to Mr. Emory, is to the City's advantage. Councilman Eaddy made the motion to send back sewer agreement as previously outlined. Motion was unanimously approved.

Council Hovis made a motion to have prayer by a clergy at future meetings. There was discussion among Council on the topic. Councilman Cloninger, giving a number of reasons, voiced his strong objection to the idea. Councilman Eaddy spoke to the option of having a moment of silence. Mayor Gilleland stressed that if this motion was passed,

BUDGET WORK SESSION - May 7, 2014

all guidelines would be followed. Councilman Rhyne suggested waiting until the topic is researched and then bringing it before Council. Mr. Emory agreed. Councilman Hovis made a motion to investigate the topic of opening meeting with prayer. Motion was unanimously approved.

Going back to the water contracts with the County, Councilman Rhyne made a motion to put the proposal at a rate of \$1.15. As discussions continued, Mayor Gilleland suggested to keep it simple and offer the \$1.15 per thousand gallon rate with no additional tiers. Motion unanimously approved.

Regarding Animal Control and 911, Councilman Rhyne made the motion to pay \$100,000.00 per year for five years to the County. Motion carried three (3) votes to one (1) with Councilman Eaddy voting against. Mr. Emory advised that he would submit a letter to reflect the latest conditions of the City's offer.

With no other business to discuss, Councilman Cloninger made a motion unanimously approved to adjourn.

DAPHNE INGRAM
ADM. SUPPORT SPECIALIST

JOHN O. GILLELAND, JR.
MAYOR

FUND BALANCE - GENERAL FUND

FY	Fund Balance Appropriation	Spent	Percent of Allocation
2009	\$1,443,000	\$159,600	11.1%
2010	\$1,115,000	1 \$0	0.0%
2011	\$1,176,000	\$991,000	84.3%
2012	\$1,791,000	\$225,200	12.6%
2013	\$1,496,000	\$490,000	32.5%
2014	\$1,671,000	2 ?	?

1. Year City received ABC Store sales proceeds actually added \$660,000.
2. Right now based on the best information available, I project the current years fund balance actual expenditure to be in the \$300,000 range, which would be 18% of the total allocation.

CITY OF LINCOLN TON MOWING

- WATER TANKS - \$5,100
- MARCIA CLONINGER RAIL TRAIL - \$20,000
- HOLLYBROOK CEMETERY - \$61,800
- CITY PARK - \$12,500
- HIGHLAND DRIVE PARK - \$31,000
- BETTY G. ROSS PARK - \$34,500
- WATER TREATMENT PLANT - \$25,000
- WASTE WATER TREATMENT PLANT - \$49,500
- **TOTAL - \$239,400**

ITEM #

4

MEMO TO: Jeff Emory
Donna Flowers

FROM: Laura Simmons

SUBJECT: Agenda Packet for the June 5, 2014 City Council Meeting

DATE: May 27, 2014

CALLS TO PUBLIC HEARING

We have one call to hearing. If we receive any additional calls to hearing, we will let you know after today's deadline.

- ZTA-2-2014 - Application from the City of Lincolnton requesting an amendment to the Lincolnton Unified Development Ordinance in regards to Section 153.117 of the General Manufacturing and Commercial (GMC) District and Section 153.258 site plan review requirements.

ITEM #

5

(BA-02-14)

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, 2014.

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

<u>ACCOUNT NUMBER</u>	<u>DEPARTMENT/ACCOUNT DESCRIPTION</u>	<u>INCREASE</u>	<u>DECREASE</u>
	<u>CITY MANAGER/CLERK</u>		
10-00-4110-991	Contingency		2,000.00
	<u>HUMAN RESOURCES</u>		
10-00-4120-121	Salaries		28,500.00
10-00-4120-126	Part-time Salaries		1,000.00
10-00-4120-183	Health Insurance		13,550.00
10-00-4120-187	Dental Insurance		950.00
10-00-4120-395	Training / Business		2,000.00
10-00-4120-599	Miscellaneous Equipment		1,000.00
10-00-4120-687	Public Relations / Wellness		1,500.00
10-00-4120-991	Contingency		2,500.00
	<u>FINANCE</u>		
10-00-4130-991	Contingency		10,000.00
	<u>GENERAL EXPENSE</u>		
10-00-4280-649	NCVTS (MV) Fees	17,500.00	
10-00-4280-650	Tax Conversion/Collection	3,500.00	
10-00-4280-991	Contingency		15,000.00

<u>ACCOUNT NUMBER</u>	<u>DEPARTMENT/ACCOUNT DESCRIPTION</u>	<u>INCREASE</u>	<u>DECREASE</u>
	<u>POLICE</u>		
10-10-4310-991	Contingency		10,000.00
	<u>FIRE</u>		
10-10-4340-183	Health Insurance		5,000.00
10-10-4340-200	Supplies	2,000.00	
10-10-4340-991	Contingency		10,000.00
	<u>PUBLIC WORKS</u>		
10-20-4510-394	Cleaning Contract		4,600.00
10-20-4510-599	Miscellaneous Equipment		3,000.00
10-20-4510-991	Contingency		3,000.00
	<u>STREET MAINTENANCE</u>		
10-20-4520-121	Salaries		15,000.00
10-20-4520-126	Part-time Salaries		6,000.00
10-20-4520-591	Resurfacing & Patchwork		18,000.00
10-20-4520-991	Contingency		10,000.00
	<u>EQUIPMENT SERVICES</u>		
10-20-4530-121	Salaries	9,000.00	
10-20-4530-181	FICA	500.00	
10-20-4530-182	Retirement	500.00	
10-20-4530-212	Uniforms	350.00	
10-20-4530-251	Gas & Oil	500.00	
10-20-4530-321	Telephone	500.00	
10-20-4530-500	Capital Expense	6,000.00	
10-20-4530-991	Contingency		2,500.00
	<u>SOLID WASTE</u>		
10-30-4710-121	Salaries	5,000.00	
10-30-4710-991	Contingency		10,000.00
	<u>GENERAL SERVICES</u>		
10-30-4740-200	Supplies		1,000.00
10-30-4740-500	Capital Expense		6,500.00
10-30-4740-599	Miscellaneous Equipment		1,000.00
10-30-4740-991	Contingency		2,000.00
	<u>PLANNING & ZONING</u>		
10-40-4910-341	Printing		3,000.00
10-40-4910-395	Training / Business		2,000.00
10-40-4910-599	Miscellaneous Equipment		1,000.00
10-40-4910-991	Contingency		2,500.00

<u>ACCOUNT NUMBER</u>	<u>DEPARTMENT/ACCOUNT DESCRIPTION</u>	<u>INCREASE</u>	<u>DECREASE</u>
	<u>BUSINESS & COMMUNITY DEVELOPMENT</u>		
10-40-4930-991	Contingency		2,000.00
	<u>PARKS AND RECREATION</u>		
10-80-6100-126	Part-time Salaries		15,000.00
10-80-6100-991	Contingency		5,000.00
		<u>45,350.00</u>	<u>216,100.00</u>

This will result in a net decrease of \$ 170,750 expenditures of the General Fund. To balance the adjustments to the budget, the following revenues have also been changed with a corresponding net effect.

<u>ACCOUNT NUMBER</u>	<u>DEPARTMENT/ACCOUNT DESCRIPTION</u>	<u>INCREASE</u>	<u>DECREASE</u>
	<u>FRANCHISE TAX</u>		
10-00-3324-200	Franchise Tax		116,000.00
	<u>ALCOHOL/BEVERAGE TAX</u>		
10-00-3322-200	Alcohol/Beverage Tax		4,000.00
	<u>PILOT</u>		
10-00-3311-200	Pilot-Housing Authority		2,350.00
	<u>GRANTS</u>		
10-00-3301-300	Federal Grants-Other		2,750.00
	<u>PERMITS / FEES</u>		
10-00-3352-400	Zoning Department Fees		2,300.00
	<u>INVESTMENT INCOME</u>		
10-00-3831-800	Interest-Investment		1,400.00
	<u>INVESTMENT INCOME</u>		
10-00-3837-200	ABC Revenue	25,000.00	
10-00-3838-200	ABC Law Enforcement	10,000.00	

<u>ACCOUNT NUMBER</u>	<u>DEPARTMENT/ACCOUNT DESCRIPTION</u>	<u>INCREASE</u>	<u>DECREASE</u>
	<u>RECREATION REVENUE</u>		
10-00-3600-400	Rec-Admission & Concession		10,000.00
10-00-3620-400	Rec-Vending Machine Income		1,700.00
10-00-3625-400	Rec-Rental Fees		4,000.00
10-00-3630-800	Rec-Miscellaneous Revenue		3,200.00
	<u>OTHER SOURCES</u>		
10-00-3320-200	Hold Harmless Reimbursement	64,000.00	
	<u>MISCELLANEOUS</u>		
10-00-3839-800	Miscellaneous Revenue		3,700.00
10-00-3840-800	Miscellaneous Other Revenue		3,100.00
10-00-3843-800	WEX-Fuel Rebates	2,500.00	
	<u>APPROPRIATION FUND BALANCE</u>		
10-00-3991-900	Appropriation from Fund Balance		117,750.00
		<u>101,500.00</u>	<u>272,250.00</u>

Section 2: To amend the Occupancy Tax Fund, the expenditures are to be changed as follows:

<u>ACCOUNT NUMBER</u>	<u>DEPARTMENT/ACCOUNT DESCRIPTION</u>	<u>INCREASE</u>	<u>DECREASE</u>
23-80-6000-615	Historical Association	<u>2,000.00</u>	

This will result in a net increase of \$ 2,000 in the expenditures of the Occupancy Tax Fund. To balance the adjustments to the budget, the following revenues have also been changed with a corresponding net effect.

<u>ACCOUNT NUMBER</u>	<u>DEPARTMENT/ACCOUNT DESCRIPTION</u>	<u>INCREASE</u>	<u>DECREASE</u>
23-80-3270-100	Local Occupancy Tax	2,100.00	
23-80-3831-300	Interest on Checking		100.00
		<u>2,100.00</u>	<u>100.00</u>

Section 3: To amend the Powell Bill Fund, the revenues are to be changed as follows:

<u>ACCOUNT NUMBER</u>	<u>DEPARTMENT/ACCOUNT DESCRIPTION</u>	<u>INCREASE</u>	<u>DECREASE</u>
27-20-3316-300	Powell Bill Allocation	400.00	
27-20-3831-300	Interest on Investment		400.00
		<u>400.00</u>	<u>400.00</u>

This will result in a zero net change in the expenditures of the Powell Bill Fund.

Section 4: To amend the Water and Sewer Fund, the expenditures are to be changed as follows:

<u>ACCOUNT NUMBER</u>	<u>DEPARTMENT/ACCOUNT DESCRIPTION</u>	<u>INCREASE</u>	<u>DECREASE</u>
	<u>WATER TREATMENT PLANT</u>		
61-91-7100-183	Health Insurance		12,000.00
61-91-7100-200	Supplies	1,000.00	
61-91-7100-339	Pump / Tanks Electricity		4,000.00
61-91-7100-629	Water Service Contract		3,000.00
61-91-7100-991	Contingency		10,000.00
	<u>DISTRIBUTION AND COLLECTION</u>		
61-91-7110-339	Lift Station Electricity		9,000.00
61-91-7110-352	Equipment Repairs	6,000.00	
61-91-7110-500	Capital Expense	1,632,763.00	
61-91-7110-629	Water Service Contract		1,500.00
61-91-7110-991	Contingency		10,000.00
	<u>WASTEWATER TREATMENT PLANT</u>		
61-91-7120-121	Salaries		5,100.00
61-91-7120-183	Health Insurance		9,750.00
61-91-7120-203	Chemicals		9,000.00
61-91-7120-298	Heat Exchanger Fuel Oil		15,000.00
61-91-7120-299	Pre-treatment		2,500.00
61-91-7120-332	Generator Fuel		7,500.00
61-91-7120-396	Chemical Analysis		3,000.00
61-91-7120-397	Sludge Removal		8,000.00
61-91-7120-500	Capital Expense		25,000.00
61-91-7120-599	Miscellaneous Equipment		5,000.00
61-91-7120-629	Water Service Contract		3,000.00
61-91-7120-991	Contingency		10,000.00
		<u>1,639,763.00</u>	<u>152,350.00</u>

This will result in a net increase of \$ 1,487,413 in the expenditures of the Water & Sewer Fund. To balance the adjustments to the budget, the following revenues have also been changed with a corresponding net effect.

<u>ACCOUNT NUMBER</u>	<u>DEPARTMENT/ACCOUNT DESCRIPTION</u>	<u>INCREASE</u>	<u>DECREASE</u>
	<u>INVESTMENT INCOME</u>		
61-91-3831-800	Interest-Investment		2,200.00
	<u>CHARGES FOR SERVICE-WATER</u>		
61-91-3700-500	Water Utility		110,000.00
	<u>CHARGES FOR SERVICE-SEWER</u>		
61-91-3710-500	Sewer Utility		145,000.00
	<u>CONNECTION CHARGES</u>		
61-91-3704-500	Water Connection Charges		6,650.00
61-91-3714-500	Sewer Connection Charges		2,400.00
	<u>OTHER OPERATING REVENUE</u>		
61-91-3235-100	Contractor's Sales Tax Refund		2,705.00
61-91-3719-400	Wastewater Analysis		8,000.00
61-91-3750-400	Default Fees	3,000.00	
61-91-3752-400	Late Fee Charges	10,000.00	
61-91-3834-400	Rental Fees		200.00
61-91-3835-800	Sale of Capital Assets		3,000.00
61-91-3836-800	Sale of Personal Property		295.00
61-91-3839-800	Miscellaneous Revenue		3,000.00
61-91-3839-900	Capital Contributions	1,674,563.00	
	<u>OTHER FINANCING SOURCES</u>		
61-91-3991-900	Appropriation from Fund Balance	83,300.00	
		<u>1,770,863.00</u>	<u>283,450.00</u>

Section 5: To amend the Electric Fund, the expenditures are to be changed as follows:

<u>ACCOUNT NUMBER</u>	<u>DEPARTMENT/ACCOUNT DESCRIPTION</u>	<u>INCREASE</u>	<u>DECREASE</u>
	<u>ELECTRIC</u>		
63-93-7200-121	Salaries		6,000.00
63-93-7200-183	Health Insurance		7,500.00
63-93-7200-991	Contingency		25,000.00
		<u>0.00</u>	<u>38,500.00</u>

This will result in a zero net decrease of \$ 38,500 in the expenditures of the Electric Fund. At the same time, adjustments have been made to the following revenues with a corresponding net change.

<u>ACCOUNT NUMBER</u>	<u>DEPARTMENT/ACCOUNT DESCRIPTION</u>	<u>INCREASE</u>	<u>DECREASE</u>
	<u>INVESTMENT INCOME</u>		
63-93-3831-800	Interest-Investment		750.00
	<u>ELECTRIC SALES</u>		
63-93-3720-500	Electric Utility		185,000.00
63-93-3721-500	Electric Utility - Special Rate		1,735.00
63-93-3728-500	Security Light Charge		1,750.00
63-93-3750-400	Default Fees		7,800.00
63-93-3752-400	Late Fee Charges		15,000.00
63-93-3754-400	Returned Check Fee		550.00
	<u>ELECTRIC SALES TAX</u>		
63-93-3730-500	Electric Sales Tax	10,000.00	
	<u>OTHER OPERATING REVENUE</u>		
63-93-3235-100	Contractor's Sales Tax Refund		2,000.00
63-93-3839-800	Miscellaneous Revenue		5,000.00
	<u>OTHER FINANCING SOURCES</u>		
63-93-3991-900	Appropriation from Fund Balance	171,085.00	
		<u>181,085.00</u>	<u>219,585.00</u>

Section 6: Copies of these budget amendments shall be furnished to the Clerk of the Governing Board, and to the Budget Officer and the Finance Director for their direction.

Adopted this 5th day of June, 2014

Donna C. Flowers
City Clerk

John O. Gilleland, Jr.
Mayor

ITEM #

6

MARKKNUCKLES Associates, Inc.

Human Resource Management Consultants
Wage-Hour, EEO, CRA Title VII, ADA and FMLA Compliance

May 28, 2014

CITY OF LINCOLNTON
Jeff Emory, City Manager
Post Office Box 617
Lincolnton, NC 28093

Re: Annual ComplianceWatch™ Consultation Services Contract

Dear Jeff:

Thank you for letting us serve you through our ComplianceWatch™ program since 1999. It is time to renew our contract with you.

Your ComplianceWatch™ contract provides services to help you maintain compliance with state and federal workplace protection laws. The contract allows an ongoing consultative relationship. You have access to all the firm's consultants. The ComplianceWatch™ contract includes up to five copies of our **Knuckles Report** monthly newsletter. Please let us know who receives these copies of the **Report** and of any personnel changes regarding who can contact us for help(Admin@MarkKnuckles.com).

The annual fee covers both time charges and expenses. Time charges and expenses are charged against the annual fee as they are incurred until the annual fee is depleted. If you need more services than the annual fee covers, additional hours are billed at 90% of the consultant's standard hourly rate.

With increased investigations and law suits, now is the time for you to schedule an onsite compliance review and/or compliance training. What are your liabilities and what is your litigation risk? You need to know. Have you provided your staff and employees with Unlawful Harassment Avoidance training? We can provide that training as well as other human resource management training.

Please sign and RETURN ONE COPY of the contract with your payment. An invoice for the annual fee is also enclosed.

Contact us immediately if you are contacted by a representative of the Department of Labor, Equal Employment Opportunity Commission or Human Rights Agency.

Again, thanks for your confidence in us.

Sincerely,

Heather Hewitt
Contract & Billing Manager

Enclosure: Amendment to the Current Contract (2 copies)
Invoice

G:\ADMIN\Contracts\148 City of Lincolnton 2014 Contract Letter 052814.wpd

363 First Avenue, SW P.O. Box 2246 Hickory, N.C. 28603-2246
828-328-9241 FAX 828-328-3622 www.MarkKnuckles.com

MARKKNUCKLES Associates, Inc.

Human Resource Management Consultants
PO Box 2246, Hickory, NC 28603-2246

CONFIDENTIAL
Privileged Communication

CITY OF LINCOLNTON
Jeff Emory, City Manager
Post Office Box 617
Lincolnton, NC 28093

Invoice and Statement #wp5/28

Federal TIM 56-2116939

May 28, 2014

In Reference To: Human Resource Management With The Fair Labor Standards Act,
Civil Rights Act - Title VII, ADA, ADEA, EEO & FMLA

Annual fee of \$4000.00 for consultations services according to contract. Contract covers July 1, 2014 to June 30, 2015. Fee covers time and expenses billed as incurred.

5/28/14	ComplianceWatch fee for consultation services	\$4000.00
* * * PLEASE PAY THIS AMOUNT		\$4000.00

PLEASE RETURN THE LOWER PORTION WITH YOUR PAYMENT

MARKKNUCKLES Associates, Inc.

5/28/14

Invoice #wp5/28

Amount of Payment_____

CITY OF LINCOLNTON
Jeff Emory, City Manager
Post Office Box 617
Lincolnton, NC 28093

RETAINER CONTRACT FOR CONSULTATION SERVICES

Between

CITY OF LINCOLNTON

Lincolnton, County of Lincoln, North Carolina

and

MARK KNUCKLES ASSOCIATES, INC.

Human Resource Management Consultants

Hickory, County of Catawba, North Carolina

Whereas, CITY OF LINCOLNTON, hereinafter referred to as "CLIENT", desires to secure ComplianceWatchSM services including technical assistance, consultation and training relating to human resource management and compliance with the Wage and Hour and Employment Discrimination Laws on an annual contract basis, and

Whereas, MARK KNUCKLES ASSOCIATES, INC., and its associate consultants, hereinafter collectively referred to as "MKAI", provides these services, and;

Whereas, the CLIENT considers it wise to secure these services from the MKAI, now therefore it is understood and agreed by both parties to the contract that:

1. **SERVICES PROVIDED:** MKAI agrees to provide technical assistance, consultation, executive coaching, and instruction with human resource management and the Wage and Hour rules and regulations, including the Fair Labor Standards Act (FLSA), Family Medical Leave Act (FMLA) and associated regulations, and those laws generally referred to as anti-discrimination laws including the Civil Rights Act, ADA, and associated laws and regulations. Jeff Emory, City Manager, or designated representative shall represent the CLIENT and coordinate the services provided.

2. **AVAILABILITY:**

a. The services shall be provided on mutually agreed dates and times. The CLIENT understands that it is not the only client of MKAI.

b. The services include subscriptions to MKAI's web site resources (www.markknuckles.com) and monthly newsletter, *The Knuckles Report*.

3. **CONTRACT TERM AND FEES:**

a. The contract term is one year beginning July 1, 2014 and ending June 30, 2015. The initial annual fee for said services is \$4000.00 (Four thousand dollars) and is due with the signed contract.

b. The annual fee is a non-refundable retainer covering the billable time charges and expenses for consultation services not exceeding the annual fee. The consultation hours of service available under the contract are determined by the CLIENT'S utilization of MKAI's associates according to the rate schedule(s) in Attachment A at the ComplianceWatch rate. The ComplianceWatch rate for time charges is eighty percent (80%) of the consultant's standard rate. Unused retainer fee is not refundable.

4. **BILLABLE TIME:** Billable time includes all time expended for and on behalf of the CLIENT in providing said services on or off site, including but not limited to assistance by telephone, email, correspondence, travel time, research and analysis, and report preparation. Travel time will be allocated per client when travel serves two or more clients simultaneously.

5. **TERMS OF PAYMENT:** The CLIENT agrees to pay in full the amount of each invoice upon receipt. The CLIENT agrees to pay a late payment charge unless prohibited by law on any unpaid amount after thirty (30) days of two percent (2%) per month of the unpaid amount from the due date until paid in full.

6. **INVOICING:** MKAI agrees to include in the statements sent to the CLIENT a general identification of the services for which the CLIENT is being charged and identification of all other fees, charges, and expenses for which MKAI seeks reimbursement. All fees, charges, and expenses are deemed accepted by the client if not questioned in writing within fifteen (15) days of the invoice date.

Contract between CITY OF LINCOLNTON and MARK KNUCKLES ASSOCIATES, INC.:

7. BILLABLE EXPENSES: The CLIENT agrees to reimburse MKAI for customary expenses as identified in Attachment A.

8. SERVICES EXCEEDING THE ANNUAL FEE: If the annual retainer fee in paragraph #3 is fully utilized during the twelve-month contract term, additional billable hours of service are billed at ninety percent (90%) of the consultant's standard rate listed in Attachment A. Billable expenses are billed monthly as incurred pursuant to paragraph #7 and Attachment A.

9. TERMINATION: This contract may be terminated at any time upon mutual consent of both parties. This contract may be terminated by either party with written notice at any time for cause. Either party may terminate the contract with a thirty day written notice to the other party. Any unused funds are not refundable.

10. Attachment B constitutes the Business Associate Agreement between the parties in compliance with the HIPAA Privacy Rule.

11. STATUS OF LIABILITY, COPYRIGHTS, LIMITATIONS:

a. MKAI is a bona fide contractor and not an employee as defined by the Fair Labor Standards Act and Internal Revenue Service regulations. MKAI has business liability, workers' compensation, and professional liability insurance and the CLIENT agrees this contract is sufficient certification of such insurance and that such coverage satisfies CLIENT'S requirements. Furthermore, this CLIENT acknowledges receipt of an IRS Form W-9 indicating the MKAI federal employer TIN is 56-2116939 and that MKAI is not subject to backup withholding. MKAI and the CLIENT agree this contract does not constitute an employment contract for the purpose of MKAI consultant's obtaining employee status or receiving CITY OF LINCOLNTON employee benefits including worker's compensation in the event of injury or accident.

b. MKAI shall be liable only to the extent of damages, not exceeding the fees charged for professional services, proximately resulting from MKAI's negligence in failing to perform services in accordance with accepted standards of similarly situated consultants.

c. This contract does not create an attorney-client relationship and the services provided are not the practice of law nor replace CLIENT'S legal counsel or qualified tax advisor.

d. MKAI retains ownership of all written material, with or without the copyright notice, provided the CLIENT. Such material is for use by the CLIENT and the CLIENT agrees not to photocopy, transmit, or reproduce in any manner for the purpose of sharing, giving, selling, or providing such material, in whole or in part, to any other employer, organization, or entity or any person of such employer, organization, or entity without the express written consent of MKAI. This paragraph survives the termination of this contract.

e. The recording by video or other electronic means, including but not limited to compliance training sessions, seminars, instructions, exit conferences, or any other service provided by MKAI is prohibited.

12. RENEWAL: This Agreement shall automatically renew for successive one (1) year terms ("Renewal Term") unless earlier terminated in accordance with the terms of this Agreement, or unless either party gives thirty (30) days' prior written notice of non-renewal to the other party prior to the expiration of the Initial Term or any subsequent Renewal Term. Within Sixty (60) days prior to the expiration of the Initial Term, or any subsequent Renewal Term, MKAI shall provided Client a written statement of the annual fee applicable to the Renewal Term. Unless Client terminates, or elects not to renew, this Agreement as herein provided, for the Renewal Term the Client agrees to pay, on the first day of the Renewal Term, the new annual fee established by MKAI for said Renewal Term. In the absence of any written statement from MKAI establishing a new annual fee for the Renewal Term, the annual compensation for the Renewal Term shall be the same as that for the preceding term.

13. ARBITRATION:

a. In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association (AAA) in accordance with the provisions of its Commercial Arbitration Rules as the sole exclusive remedy.

b. Within 15 days after the commencement of arbitration, each party shall select one person from a list supplied by AAA to act as arbitrator and the two selected shall select a third arbitrator within 10 days of their appointment. If the arbitrators

Contract between CITY OF LINCOLNTON and MARK KNUCKLES ASSOCIATES, INC.:

selected by the parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association.

c. This agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina and all proceedings instituted, held, and resolved in the County of Catawba, North Carolina. The parties hereto submit to the jurisdiction of, and waive any venue objections against, the arbitration proceeding in Catawba County, North Carolina, and the parties consent to the exercise of personal jurisdiction over them for the purposes of the Arbitration and for the purposes of any legal action necessary to enforce the result of the Arbitration. The parties acknowledge that this agreement evidences a transaction involving interstate commerce. The United States Arbitration Act shall govern the interpretation, enforcement, and proceedings pursuant to the arbitration clause in this agreement.

d. Each party shall bear its own costs and expenses and an equal share of the arbitrators' and administrative fees of arbitration.

14. NOTICES: All notices required herein shall be delivered to the CLIENT and MKAI by First Class Mail or express overnight delivery by FedEx, UPS, or DHL at the addresses last written below.

15. CONFLICTING ENGAGEMENT: MKAI agrees not to accept, without prior approval from the CLIENT, any engagement known by MKAI to be in direct conflict with the interests of the CLIENT in providing consultation services. If, in the course of providing consultation to multiple clients, MKAI determines in its sole discretion that a conflict of interest may exist, MKAI will notify all affected clients of such potential conflict. Furthermore, MKAI may cease consultation services with regard to that matter with any one or more of the clients to avoid the potential conflict of interest.

16. CONFIDENTIALITY: MKAI will comply with confidentiality laws and CLIENT'S standards as they pertain to customers, clients, consumers, and disabled persons and shall protect within limits of existing law all information disclosed during the consultation including but not limited to the status of compliance with Federal and State laws, personnel and payroll information, customer, consumer, client and patient information, and other information regarding customers of the CLIENT and shall not disclose such information to unauthorized persons without the expressed written permission of the CLIENT and then only as permitted by State and Federal law.

17. This agreement is the entire agreement between the parties relating to the subject matters hereof and supersedes all prior agreements, proposals, representations and commitments. This Agreement may only be amended by an instrument executed by the authorized representatives of both parties hereto. The waiver or failure of either party to exercise any right provided for herein shall not be deemed a waiver of any further right provided. If any part of this agreement is ruled null or void, the remainder of this agreement shall remain in full force and effect.

In witness whereof, the parties have executed this Agreement by their duly authorized representatives and have caused this Agreement to become effective as of July 1, 2014.

CITY OF LINCOLNTON

MARK KNUCKLES ASSOCIATES, INC.

Jeff Emory, City Manager
Post Office Box 617
Lincolnton, NC 28093

Mark A. Knuckles, President
363 First Avenue SW (28602)
PO Box 2246
Hickory, NC 28603-2246

Date: _____

Date: _____

ATTACHMENT A

Rate Schedule (Rate 2)

July 1, 2013 to June 30, 2014

July 1, 2014 to June 30, 2015

Standard Rate Per Hour	Compliance- Watch Rate Per Hour 80%	Consultant Name Consultant's Position	Standard Per Hour Rate	Compliance- Watch Rate Per Hour 80%
\$300.00	\$240.00	Mark Knuckles, SPHR Principal Consultant	\$350.00	\$280.00
\$252.00	\$201.60	Karen Haines, J.D. Senior Consultant	\$302.00	\$241.60
\$240.00	\$192.00	Ken Bathurst Assoc Consultant or Specialist	\$290.00	\$232.00
\$180.00	\$144.00	Deane Schubert Human Resource Management Specialist	\$230.00	\$184.00
\$138.00	\$110.40	Kim Newsom Human Resource Management Generalist	\$188.00	\$150.40

Expenses may include but are not limited to travel, mileage at the current IRS rate, if travel by air, air fare (unrestricted fare at time of booking, plus 5% booking fee), rental auto for at-site transportation (plus 5% booking fee). Expenses may also include, but not limited to the current IRS per diem rate for overnight travel expenses, long distance tolls, FAX charges (\$1.00/page), photocopies (\$.25/page), requested publications, training videos and materials, etc. Travel costs will be allocated per client when travel serves two or more clients simultaneously. Transcription and word processing services by CONSULTANT's support staff are billable at \$35/hour. Other expenses includes: \$5.00 for each additional W-9; \$10.00 for completion of an organizational substitute W-9 form; \$5.00 for each additional copy of an invoice; and \$15.00 for each additional copy of the contract.

Attachment B
HIPAA Business Associate Agreement

WHEREAS, under the terms of the Contract, the Client may provide, and the Consultant may have access to, certain information, some of which may constitute Protected Health Information ("PHI"); and the Client desires to obtain satisfactory assurances that the provision of such information complies fully with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any regulations adopted pursuant to HIPAA and the regulations adopted at 45 C.F.R. § 164.504(e); and,

WHEREAS, the Parties desire to ensure that the provision of any PHI provided to Business Associate conforms with the business associate requirements established pursuant to HIPAA and the regulations adopted at 45 C.F.R. § 164.504(e);

NOW, THEREFORE, in consideration of the mutual promises of the Parties hereto, and of the mutual covenants and conditions hereinafter set forth, the Parties agree as follows:

SECTION I. Definitions. Terms used, but not otherwise defined in this Agreement shall have the same meaning as those in the Privacy Rule.

A. Covered Entity: shall have the meaning set out in its definition at 45 C.F.R. §160.103, as such provision is currently drafted and as it is subsequently updated, amended or revised. For purposes of this Agreement, the Client is the Covered Entity (CE).

B. Business Associate: shall have the meaning set out in its definition at 45 C.F.R. §160.103, as such provision is currently drafted and as it is subsequently updated, amended or revised. For purposes of this Agreement, Mark Knuckles Associates, Inc. is the Business Associate (BA).

C. All other terms used in this Agreement defined by 45 C.F.R. § 164, shall have the same meaning as set forth in its definition at 45 C.F.R. § 164 as such provision is currently drafted and as it is subsequently updated, amended or revised.

SECTION II. Limits on Use and Disclosure of PHI.

Except as otherwise specified herein, Business Associate may use and disclose PHI only as necessary to perform its obligations under the terms of the Contract. All other uses and disclosures not specifically authorized by the Contract, this Agreement, or applicable state or federal law are strictly prohibited. Because the Business Associate does not use health information to make decisions about individuals, any health information created, provided to and/or maintained on behalf of the CE, is not maintained in Designated Record Sets.

SECTION III. Business Associate Obligations.

With regard to its use or disclosure of PHI, Business Associate shall:

A. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;

B. Use reasonable and appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement.

Business Associate also agrees to mitigate, to the extent practicable, any harmful effects that are known to Business Associate of a use or disclosure of PHI in violation of the requirements of this Agreement;

C. Provide notice to CE's Privacy Official of any use and/or disclosure of PHI that is not permitted or required by this Agreement within ten (10) days of Business Associate becoming aware of such use and/or disclosure;

D. Require any agents, subcontractors, or associates to whom it provides PHI received from, or created or received by Business Associate on behalf of CE that in such event, said agents and subcontractors shall agree to adhere to the same restrictions and conditions on the use or disclosure of PHI that apply to Business Associate pursuant to this Agreement;

E. While BA does not maintain PHI in Designated Record Sets, BA agrees to make PHI maintained by the BA available at the BA's business location upon CE's request and in the time and manner reasonably designated and in accordance with 45 C.F.R. § 164.524; (Also See Section V, E)

F. Make information available to CE to facilitate CE's providing an accounting of the disclosures of PHI as outlined in 45 C.F.R. §164.528;

G. Make available its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of CE, to the Secretary of The Department of Health and Human Services, in the time and manner designated by said Secretary, for purposes of determining CE's compliance with the Privacy Rule;

H. Notify CE within five (5) days of Business Associate's receipt of any request or subpoena for PHI. If the CE decides to challenge the validity of such request or subpoena, the CE assumes all costs of such challenge and Business Associate shall cooperate, to the extent reasonable, with CE in such challenge;

I. To the extent required by the "minimum necessary" requirements of the Privacy Rule, only request, use, and disclose the minimum necessary amounts of PHI necessary to accomplish the purpose of such request, use, or disclosure; and,

J. Upon termination of the Contract, if feasible, return to CE or destroy, at the option of the BA, all PHI received from, or created or received by Business Associate on behalf of CE that Business Associate still maintains. If such return or destruction is not feasible, extend the same protections of this Agreement and those of the Privacy Rule to the PHI and limit further use or disclosure to those purposes that make the return or destruction of such information infeasible. (See Section 7A)

SECTION IV. General Use, Disclosure & Service Activities of the Business Associate.

Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities or services for or on behalf of the Covered Entity in the following ways:

A. BA uses an individual's PHI as it relates to assisting the CE in its submission of the WH-226, application for Special Wage Certifications, and/or in providing Human Resource Management consultation and services under the various work place protection laws, including but not limited to, the Fair Labor Standards Act, the Family and Medical Leave Act, the Civil Rights Act and similar laws, the Americans with Disabilities Act, Workers' Compensation, and state Human Rights laws as they apply to employment.

B. BA uses an individual's PHI for other purposes only if/when disclosed by the CE and, when determined, on a case-by-case basis, and upon mutual agreement between CE and BA, that the purpose of such use of PHI is required in the course of any other of the BA's management consulting activities performed for or on behalf of the CE and its Health Care Operations.

C. May use PHI in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of Business Associate provided that such uses are permitted under applicable state and federal laws;

D. May use and disclose PHI in its possession for proper management and administration purposes or to fulfill any present or future legal responsibilities of Business Associate, provided that Business Associate represents to CE that (i) such disclosures are required by law, or (ii)

Contract between CITY OF LINCOLNTON and MARK KNUCKLES ASSOCIATES, INC.

Business Associate has received reasonable assurances from the party to whom the information is disclosed that it will be held confidentially and consistent with the requirements of 45 C.F.R. § 164.504(e)(4)(ii)(B)(1); and,

E. The BA may aggregate the CE's PHI in its possession with the PHI of other covered entities PHI that Business Associate has in its possession through its capacity as a Business Associate to other covered entities; provided, the purpose of such data aggregation is to provide this and/or other CE's with data analyses relating to its Health Care Operations.

SECTION V. Responsibilities of the Covered Entity.

With regard to the use and/or disclosure of Protected Health Information by Business Associate, CE agrees:

- A. To provide Business Associate with current copy of its Notice of Privacy Practices ("Notice") and changes/updates as they occur;
- B. To notify Business Associate, in writing and in a timely manner, of any arrangements that may impact the use and/or disclosure of PHI by the Business Associate under the terms of this Agreement;
- C. To notify the Business Associate of any changes in, revocation or restrictions of permission by individuals to use or disclosure PHI to the extent that such changes may affect BA's use or disclosure of PHI;
- D. Not to request that the Business Associate use or disclose PHI in any manner that would not be permitted under HIPAA if done by the Covered Entity, except for Data Aggregation or management and administrative activities of the Business Associate;
- E. The CE agrees that time and expenses of the BA in carrying out the obligations of this Agreement are billable time and expenses pursuant to the Contract for Professional Services and the CE agrees to compensate Business Associate for all fees and all costs incurred by the Business Associate to search, retrieve, copy and/or otherwise produce or transmit PHI and/or other Business Associate records pertinent to the Privacy Rule regardless of the source Agency or oversight body making said request of the BA or CE. Reimbursement rates will be those as presently established in the current Contract or if no written contract exists, the usual and customary rates established by the BA for the CE's industry. Furthermore, the CE agrees the minimum reimbursement rates shall be as follows; additional copy of this Agreement, \$10.00, additional copy of the BA's policy \$5.00, additional the minimum charge for copies of PHI maintained shall be as provided in the Contract with a one hour minimum charge for time expended;
- F. To provide Business Associate the name of the CE's Privacy Official and allow access to this official for the purposes of Privacy Rule discussions and on going interpretations.

SECTION VI. Term and Termination.

- A. Term. This Agreement shall become effective on the Effective Date of the Contract and the term shall be governed by the Contract or continue in effect until all obligations of the Parties have been met, whichever is later, unless previously terminated as provided in this Section.
- B. Termination. The CE may immediately terminate this Agreement and any related agreements, including The Contract, if the CE makes the determination that Business Associate has breached a material term of this Agreement. Alternatively, the CE may: (i) provide Business Associate with 30 days written notice of the existence of an alleged material breach; and (ii) afford Business Associate an opportunity to cure the alleged material breach upon mutually agreeable terms. Nonetheless, in the event that mutually agreeable terms cannot be achieved within 30 days, such a failure to cure the alleged material breach shall be grounds for the immediate termination of this Agreement and the Contract.
- C. Effect of termination. Upon termination of this Agreement, for any reason, BA shall, unless otherwise determined, retain any PHI in its possession except as provided in Section VII A.
- D. Automatic Termination. This Agreement will automatically terminate without any further action of the Parties upon the termination or expiration of the Contract.

SECTION VII. Miscellaneous.

- A. Survival. Business Associate will retain copies of any/all PHI it deems necessary for its business purposes because it is not feasible to return or destroy such Protected Health Information or is necessary to protect its interest in providing consultation services to the CE. However, if it is determined, upon mutual consent by the parties, that PHI maintained by the BA can be returned or destroyed, the BA will ensure either to the satisfaction of the CE. Any PHI retained by Business Associate will be protected in the same manner as during the term of the Agreement and otherwise confidential within the limits of the law. Such PHI shall survive termination of this Agreement for a period of not less than six years from the date of the last Contract with CE.
- B. Amendments; Waiver. This Agreement may not be modified, nor shall any provision hereof be waived or amended, except in writing signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events. The parties agree to enter into a mutually acceptable amendment to this Agreement as necessary to comply with then current, applicable federal and state laws and regulations governing the use and/or disclosure of individually identifiable health information (including without limitation HIPAA and the Privacy Rule), all of which may be subject to future change. Such amendment shall be entered into on or before the date on which CE is required to be in compliance with applicable laws or regulations. In the event the parties fail to agree to such an amendment by such date, CE shall have the right to terminate all agreements with Business Associate, including the original Contract for consulting services.
- C. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than a Party any rights, remedies, obligations, or liabilities whatsoever.
- D. Notices. Any notices to be given hereunder to a Party shall be governed by the Contract.
- E. Integration. This Agreement shall be incorporated into and made part of the Contract. This Agreement and the Contract constitute the entire agreement of the Parties regarding the subject matter set forth herein and therein and supercede all prior oral and written agreements regarding such subject matter. In the event that any term or provision of this Agreement contradicts or conflicts with a term or provision of the Contract, that term or provision of this Agreement shall control.
- F. Change in Laws. The parties agree to negotiate in good faith if, in either party's business judgment, modification of this Agreement becomes necessary due to legislative, regulation, or judicial developments regarding HIPAA or the HIPAA regulations.
- G. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits both parties to comply as mutually agreed with the Privacy Rule, otherwise in a manner that imposes the least obligation, restrictions, and cost on the BA.
- H. This Agreement replaces and supersedes any HIPAA Business Associate Agreement, oral or written, that currently or previously existed between the CE and the BA.

ITEM #

7



EAP & Counseling Associates, PLLC

Contract for EAP & COUNSELING ASSOCIATES, PLLC CITY OF LINCOLNTON

This contract is entered into by, **CITY OF LINCOLNTON**, hereinafter called the **Employer**, and **Employee Assistance Program and Counseling Associates, PLLC**, hereinafter called **EAPC**, this first day of **July 2014** for mutual considerations, duties and obligations hereinafter set forth.

A. OBLIGATIONS AND CONSIDERATION

1. The **Employer** agrees to pay **EAPC** the sum of **\$3750.00** for services rendered and **EAPC** agrees to provide services hereinafter known as **EAP**, a program of services for employees of the **Employer** experiencing a variety of problems, including, but not limited to mental health, substance abuse and work performance issues. The period of performance for this contract shall be **from July 1, 2014 through June 30, 2015**. **Payment due July 1, 2014 in full**. The **Employer** agrees to the following:
 - a. Designate a program administrator who shall act as a liaison between the **Employer** and **EAPC**
 - b. Coordinate periodic management and supervisory training on the **EAPC**. Recommended frequency is initial (1 ½ hours) and annual refresher (1 hour).
 - c. Distribute and make available to employees, communication materials to promote awareness of **EAPC**.
 - d. Inform **EAPC** of company's policy and procedures in order for **EAPC** to incorporate such in the initial and refresher training.
2. **EAPC** shall provide the following services to **Employer**. These services Include, but are not limited to the following:
 - a. Offer knowledge, expertise and assistance in implementing the policy and procedure supportive of an effective **EAP**. The **EAPC** includes; assessment, outpatient counseling, referral services if needed such as inpatient rehabilitation.
 - b. Provide 1 ½ hours of initial training to all management and supervisory personnel and one hour of yearly re-orientations, upon request.
 - c. **Up to three (3)** training workshop per year upon request
 - d. Make site visits to **Employer** upon request and as needed/requested.
 - e. Provide printed material for use by the **Employer** to inform all employees of the purposes, services, and intentions of **EAPC**.
 - f. Maintain a standard of strict confidentiality of all Health Information in compliance

- with applicable laws and regulations (**HIPAA**).
- g. Provide quarterly reports concerning utilization of EAP services.
 - h. **NOTE CHANGE: EAP PROVIDES UNLIMITED COUNSELING to all employees and their immediate family members residing in the household** either on a self-referral basis or upon referral from **Employer**.
 - i. **EAPC** shall offer an appointment within 72 hours of receiving a call for self referrals, and 24 hours for a supervisory referral, and immediately for emergencies, which are defined as injury to self or others, death of employee or industrial accident with injuries or death.
 - j. **EAPC** will offer **onsite emergency counseling and intervention services (CISD)** as needed by the **City of Lincolnton**.

B. CONTRACT LIMITS, RENEGOTIATIONS AND TERMINATION

- 1. The agreement shall remain in effect from the date of execution through **June 30, 2015**.
- 2. Either party may terminate this agreement by giving the other party 30 days prior written notice.

IN WITNESS WHERE OF, the parties hereto have caused this instrument to be signed, the day and year first above written, by their proper officials, in duplicate originals, a copy of which is retained by each party.

Mike Harris, MA, LCSW
COO, EAP Services/Co-Owner

Date

Steve Leatherwood, MA, LPC
CEO, Counseling Services/Co-Owner

Date

Jeff B. Emory, City Manager
City of Lincolnton

Date

*Change in EAP policy: **UNLIMITED COUNSELING SESSIONS**

Please Mail to: EAP-C, PO Box 699 Shelby, North Carolina 28151-0699

ITEM #

8

CITY OF LINCOLNTON

CITY COUNCIL

John O. Gilleland, Jr., Mayor
Larry Mac Hovis, Mayor Pro-Tem
Devin Rhyne
Martin A. Eaddy
John L. Cloninger



CITY MANAGER

JEFF EMORY
jeffemory@ci.lincolnton.nc.us

CITY CLERK

DONNA C. FLOWERS, CMC
donnaflowers@ci.lincolnton.nc.us

CITY ATTORNEY

THOMAS J. WILSON, JR.

PUBLIC HEARING

Notice is hereby given that the Mayor and City Council will hold a Public Hearing on Thursday, June 5, 2014 at 7:00 p.m. in the Council Chambers of City Hall, located at 14 West Sycamore Street to consider amending the City's Code of Ordinances as follows:

TITLE XI – Business Regulations

ADD: Chapter 115 - Pawnbrokers, Metal Dealers
and Scrap Dealers in Lincolnton
*(Detailed proposed Ordinance is on file in the City Clerks Office
and available for review)*

The addition of this ordinance, if approved, would provide conformity within the City limits, as in Lincoln County, regarding regulations for Pawnbrokers, Metal Dealers and Scrap Dealers.

Parties in interest and citizens shall have the opportunity to be heard and may obtain further information of the hearing from the office of the City Clerk, located at City Hall, 114 West Sycamore Street, Monday through Friday from 8:30 am until 5:00 p.m.

Advertise (2tl): Wednesday, May 21, 2014
Wednesday, May 28, 2014

AN ORDINANCE TO REGULATE PAWNBROKERS, METAL DEALERS AND SCRAP DEALERS IN LINCOLNTON

WHEREAS, the North Carolina General Assembly has determined it necessary to regulate pawnbrokers, cash converters, and precious and scrap metal dealers in Article 45 of Chapter 66 of the North Carolina General Statutes (the “Act,” as the same may be amended from time to time); and

WHEREAS, pursuant to the Act, Pawnbrokers, Cash Converters, Dealers and Secondary Metals Recyclers (as such capitalized terms are defined by the Act) are required to keep certain records of their transactions, and to make such records available to local law enforcement agencies having jurisdiction thereof; and

WHEREAS, the Act authorizes local law enforcement agencies to determine the means and methods of transmitting certain required records to the local law enforcement agencies; and

WHEREAS, the Lincolnton City Council finds that such records could best be organized and maintained by electronic transmission to the Lincolnton Police Department; and

WHEREAS, the City finds that an ordinance regulating the maintenance and transmission of such records would therefore be beneficial to the health, safety and welfare of the citizens of Lincolnton.

NOW, THEREFORE, BE IT ORDAINED AS FOLLOWS:

Sec. 1. Purpose

The purpose of this ordinance is to provide for a means of electronic record-keeping and record-submission of Pawnbrokers, Cash Converters, Dealers and Secondary Metals Recyclers to the Lincoln County Sheriff’s Office.

Sec. 2. Definitions

For the purposes of this ordinance, all words used herein shall have their ordinary and customary usage, except for those capitalized terms contained herein, which shall contain the same meanings and definitions as found in the Act, the terms and conditions of which are incorporated herein by reference thereto. Without in any way limiting the foregoing:

“Cash Converter” shall be defined as provided in N.C.G.S. §66-387(2).

“Dealer” shall be defined as provided in N.C.G.S. §66-406(1).

“Pawnbroker” shall be defined as provided in N.C.G.S. §66-387(4).

“Secondary Metals Recycler” shall be defined as provided in N.C.G.S. §55-420(8).

Sec. 3 Electronic Record-Keeping and Reporting Requirements for Pawnbrokers

Pawnbrokers shall keep the records required by N.C.G.S. §66-391 in an electronic format and shall report such records electronically in a manner authorized by the Lincolnton

Police Department.

Sec. 4. Electronic Record-Keeping and Reporting Requirements for Cash Converters

Cash Converters shall keep the records required by N.C.G.S. §66-392 in an electronic format and shall report such records electronically in a manner authorized by the Lincolnton Police Department.

Section 5. Electronic Record-Keeping and Reporting Requirements for Dealers

Dealers shall keep the records required by N.C.G.S. §66-410 in an electronic format and shall file such records electronically in a manner authorized by the Lincolnton Police Department.

Section 6. Electronic Record-Keeping and Reporting Requirements for Secondary Metals Recyclers

Secondary Metals Recyclers shall keep the receipts and the records required by N.C.G.S. §§66-421 and 66-422 in an electronic format and shall transfer such receipts and records electronically directly to the Lincolnton Police Department in a manner authorized by said Police Department.

Sec. 7. Severability

If any provision of this chapter or the application thereof to any person or circumstances is for any reason held invalid, such invalidity shall not affect other provisions or applications of the chapter which can be given effect without the invalid provision or application and to this end the provisions of this chapter are declared to be severable.

This ordinance shall become effective upon adoption.

This the 5th day of June 2014.

ITEM #

9

CITY OF LINCOLNTON

CITY COUNCIL

John O. Gilleland, Jr., Mayor
Larry Mac Hovis, Mayor Pro-Tem
Devin Rhyne
Martin A. Eaddy
John L. Cloninger



CITY MANAGER

JEFF EMORY
jeffemory@ci.lincolnton.nc.us

CITY CLERK

DONNA C. FLOWERS, CMC
donnaflowers@ci.lincolnton.nc.us

CITY ATTORNEY

THOMAS J. WILSON, JR.

PUBLIC HEARING

CITY OF LINCOLNTON 2014-2015 PROPOSED BUDGET

The Mayor and City Council will hold a Public Hearing on Monday, June 5, 2014 at 7:00 p.m. in the Council Chambers of City Hall, located at 114 West Sycamore Street, Lincolnton, NC.

The purpose of the hearing is to receive public comment concerning the proposed budget for fiscal year 2014-2015. The proposed budget is on file in the office of the City Clerk, second floor of City Hall, available for public inspection.

DONNA C. FLOWERS, CMC
CITY CLERK

ADVERTISE: 2tl - Wednesday, May 21, 2014
Wednesday, May 28, 2014

CITY OF LINCOLNTON

CITY COUNCIL

John O. Gilleland, Jr., Mayor
Larry Mac Hovis, Mayor Pro-Tem
Devin Rhyne
Martin A. Eaddy
John L. Cloninger



CITY MANAGER

JEFF EMORY
jeffemory@ci.lincolnton.nc.us

CITY CLERK

DONNA C. FLOWERS, CMC
donnaflowers@ci.lincolnton.nc.us

CITY ATTORNEY

THOMAS J. WILSON, JR.

MEMORANDUM

TO: Mayor and City Council Members

FROM: Jeff Emory, City Manager *JE*

SUBJECT: 2014-2015 Fiscal Year Budget

DATE: May 30, 2014

A public hearing will be held to receive comments on the proposed 2014-2015 fiscal year budget. The only changes since the last council meeting reflect a decrease in property tax revenue in the General Fund, and an increase in fund balance appropriation. This was discussed at the City's last budget work session and it was voted on by Council to not include a proposed two cent tax increase. I have included for you the two revised pages of the budget that reflect this action.

City Council may elect to adopt the budget following the public hearing. This is certainly not mandatory. The only requirement is that the operating budget be in place by July 1st.

I urge Council to please contact me if you have any questions or comments pertaining to the proposed budget.

05/23/14

12:08:30 (D)

CITY OF LINCOLNTON

REVENUE WORKSHEET REPORT

Month
10Fiscal
Year

Page 1

2014

Account Number	Actual	Previous Year Budget	Original Budget	Current Budget	Revenue To Date	% Spent	Estimated Entire Year	Estimated Next Year	Council Approved
GENERAL FUND									
10-00-3100-100									
		AD VALOREM LEVY	4,580,000.00	4,580,000.00	4,578,206.43	99.96	4,590,000.00	4,600,000.00	
10-00-3110-100		PRIOR YEAR TAXES							
	85,426.93	85,000.00	100,000.00	100,000.00	130,724.59	130.72	125,000.00	125,000.00	
10-00-3113-100		OTHER TAXES-AD VALOREM							
	8.23	0.00	0.00	0.00	-3,306.43	0.00	0.00	0.00	
10-00-3120-100		DISCOUNT ON TAXES							
	-50,168.85	-50,200.00	-50,000.00	-50,000.00	-51,655.83	103.31	-51,700.00	-52,000.00	
10-00-3130-100		INTEREST ON TAXES							
	25,216.66	24,000.00	30,000.00	30,000.00	26,655.94	88.85	30,000.00	35,000.00	
10-00-3200-100		LEASE/RENTAL VEHICLE TAX							
	20,592.03	13,500.00	16,000.00	16,000.00	12,757.45	79.73	16,000.00	16,000.00	
10-00-3230-100		LOCAL SALES & USE TAX							
	2,173,527.74	2,130,000.00	2,220,000.00	2,220,000.00	1,485,225.16	66.90	2,250,000.00	2,400,000.00	
10-00-3235-100		CONTRACTOR'S SALES TAX REFUND							
	1,797.67	1,800.00	4,000.00	4,000.00	2,635.86	65.89	2,635.00	4,000.00	
10-00-3301-300		FEDERAL GRANTS-OTHER							
	125,605.62	120,000.00	50,000.00	50,000.00	47,298.29	94.59	47,295.00	0.00	
10-00-3311-200		PILOT-HOUSING AUTHORITY							
	24,732.08	24,700.00	25,000.00	25,000.00	22,650.99	90.60	22,650.00	22,650.00	
10-00-3315-300		STATE GRANTS							
	285,881.53	283,200.00	540,000.00	0.00	0.00	0.00	0.00	0.00	
10-00-3317-300		CONTROLLED SUBSTANCE TAX							
	8,642.95	5,000.00	5,000.00	5,000.00	9,058.38	181.16	6,430.00	5,000.00	
10-00-3318-300		FIREFIGHTERS RELIEF FUND TAX							
	14,625.83	4,500.00	4,600.00	4,600.00	5,131.67	111.55	5,130.00	5,200.00	
10-00-3320-200		HOLD HARMLESS REIMBURSEMENT							
	96,389.49	96,480.00	0.00	0.00	66,168.96	0.00	66,165.00	0.00	
10-00-3322-200		ALCOHOL/BEVERAGE TAX							
	42,462.06	44,000.00	47,000.00	47,000.00	0.00	0.00	47,000.00	44,000.00	

05/23/14

12:08:30 (D)

CITY OF LINCOLNTON REVENUE WORKSHEET REPORT

 Fiscal Year
Month 10 2014
Page 2

Account Number	Previous Year Actual	Previous Year Budget	Original Budget	Current Budget	Revenue To Date	% Spent	Estimated Entire Year	Estimated Next Year	Council Approved
10-00-3324-200		FRANCHISE TAX							
	868,441.72	845,000.00	880,000.00	880,000.00	588,607.28	66.88	764,000.00	795,000.00	
10-00-3326-200		SOLID WASTE DISPOSAL TAX							
	6,617.99	7,500.00	6,900.00	6,900.00	4,335.53	62.83	5,735.00	5,850.00	
10-00-3330-300		GRANTS-OTHER							
	1,500.00	1,500.00	1,500.00	1,500.00	2,155.00	143.66	2,155.00	1,500.00	
10-00-3331-300		PILOT-WATER & SEWER							
	366,160.00	366,160.00	368,130.00	368,130.00	306,775.00	83.33	368,130.00	368,160.00	
10-00-3332-300		PILOT-ELECTRIC							
	24,540.00	24,540.00	25,975.00	25,975.00	21,645.80	83.33	25,975.00	25,975.00	
10-00-3335-200		G.L.A.D. CONTRIB BY LINC CNTY							
	5,700.00	5,700.00	5,700.00	5,700.00	5,700.00	100.00	5,700.00	5,700.00	
10-00-3336-200		SRO REIMBURSEMENT							
	55,000.00	55,000.00	55,000.00	55,000.00	55,000.00	100.00	55,000.00	55,000.00	
10-00-3340-400		CEMETERY LOT SALES							
	16,783.00	9,000.00	20,000.00	20,000.00	17,100.00	85.50	15,000.00	18,000.00	
10-00-3342-400		OFFICER'S FEES							
	3,203.97	2,500.00	2,500.00	2,500.00	3,390.34	135.61	3,500.00	2,500.00	
10-00-3346-400		PARKING VIOLATIONS							
	1,130.00	1,000.00	800.00	800.00	560.00	70.00	205.00	800.00	
10-00-3350-400		FALSE ALARM FEES							
	100.00	100.00	400.00	400.00	50.00	12.50	50.00	400.00	
10-00-3352-400		ZONING DEPARTMENT FEES							
	8,585.00	8,000.00	10,000.00	10,000.00	7,150.00	71.50	9,000.00	10,000.00	
10-00-3355-400		ONLINE CONVENIENCE FEES							
	0.00	0.00	5,000.00	5,000.00	9,338.45	186.76	10,000.00	10,000.00	
10-00-3434-400		FIRE DEPARTMENT FEES							
	1,125.00	500.00	1,200.00	1,200.00	875.00	72.91	1,200.00	1,200.00	
10-00-3470-400		SOLID WASTE FEES							
	0.00	0.00	475,000.00	0.00	44,431.17	0.00	44,400.00	0.00	
10-00-3600-400		REC-ADMISSION & CONCESSION							
	35,300.92	40,000.00	40,000.00	40,000.00	15,889.83	39.72	30,500.00	40,000.00	

**CITY OF LINCOLN
REVENUE WORKSHEET REPORT**

Account Number	Previous Year		Original Budget	Current Budget	Revenue To Date	% Spent	Estimated Entire Year	Estimated Next Year	Council Approved
	Actual	Budget							
10-00-3610-400	REC-REGISTRATION & ENTRY FEES								
	50,222.95	40,000.00	45,000.00	45,000.00	42,724.19	94.94	45,000.00	50,000.00	
10-00-3620-400	REC-VENDING MACHINE INCOME								
	2,323.06	3,000.00	3,000.00	3,000.00	970.15	32.33	1,300.00	3,000.00	
10-00-3625-400	REC-RENTAL FEES								
	6,514.50	9,000.00	9,000.00	9,000.00	2,765.00	30.72	5,700.00	9,000.00	
10-00-3630-800	REC-MISCELLANEOUS REVENUE								
	2,314.25	4,000.00	4,000.00	4,000.00	432.55	10.81	1,000.00	4,000.00	
10-00-3831-800	INTEREST-INVESTMENT								
	3,980.20	4,000.00	3,300.00	3,300.00	1,671.84	50.66	1,950.00	1,300.00	
10-00-3835-800	SALE OF CAPITAL ASSETS								
	11,211.30	10,000.00	10,000.00	10,000.00	2,526.44	25.26	2,515.00	10,000.00	
10-00-3836-800	SALE OF PERSONAL PROPERTY								
	19,287.24	2,000.00	2,600.00	2,600.00	2,335.30	89.81	850.00	2,600.00	
10-00-3837-200	ABC REVENUE								
	57,582.29	70,000.00	60,000.00	60,000.00	90,000.00	150.00	95,000.00	60,000.00	
10-00-3838-200	ABC LAW ENFORCEMENT								
	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	100.00	30,000.00	30,000.00	
10-00-3839-800	MISCELLANEOUS REVENUE								
	1,060.76	2,000.00	4,000.00	4,000.00	383.00	9.57	100.00	3,000.00	
10-00-3839-900	CAPITAL CONTRIBUTIONS								
	20,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
10-00-3840-800	MISCELLANEOUS OTHER REVENUE								
	20,836.27	22,000.00	25,000.00	210,000.00	207,293.48	98.71	201,800.00	25,000.00	
10-00-3843-800	WEX-FUEL REBATES								
	0.00	0.00	0.00	0.00	2,011.59	0.00	3,400.00	3,400.00	
10-00-3846-800	SALE OF RECYCLABLES								
	2,217.70	2,200.00	0.00	0.00	0.00	0.00	0.00	0.00	
10-00-3850-900	INTEREST-CKNG-JULY 4TH								
	2.28	0.00	0.00	0.00	2.61	0.00	0.00	0.00	
10-00-3851-900	INTEREST-CKNG-M CLONINGER								
	6.03	0.00	0.00	0.00	5.05	0.00	0.00	0.00	

05/23/14

12:08:30 (D)

CITY OF LINCOLN REVENUE WORKSHEET REPORT

CITY OF LINCOLN

Fiscal
Month
10
Year
2014

Page 4

Account Number	Actual	Previous Year Budget	Original Budget	Current Budget	Revenue To Date	% Spent	Estimated Entire Year	Estimated Next Year	Council Approved
10-00-3852-900									
10-00-3860-900									
10-00-3861-900									
10-00-3862-900									
10-00-3870-300									
10-00-3871-300									
10-00-3880-300									
10-00-3881-300									
10-00-3982-900									
10-00-3991-900									

GENERAL FUND GRAND TOTAL:

9,099,432.21	10,513,515.00	11,125,064.00	10,581,814.00	7,801,582.41	73.72	10,339,853.00	10,255,242.00	
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BUDGET ORDINANCE

(0-03-14)

AN ORDINANCE ESTABLISHING REVENUES AND AUTHORIZING EXPENDITURES FOR
FISCAL YEAR 2014 - 2015 FOR THE CITY OF LINCOLNTON

BE IT ORDAINED by the Mayor and City Council of the City of Lincolnton:

SECTION 1. The following amounts are hereby appropriated in the General Fund for the operation of the City government and its activities for the fiscal year beginning July 1, 2014, and ending June 30, 2015 in accordance with the chart of accounts heretofore established for this City:

City Manager/Clerk	\$ 234,620
Human Resources	216,778
Finance	271,403
General Expense	832,427
General Debt Service	245,250
Police	2,919,324
Fire	1,982,850
Public Works	176,501
Street Maintenance	927,225
Equipment Services	132,508
Solid Waste	971,838
General Services	249,736
Planning/Zoning	207,870
Business & Community Development	211,600
Recreation	675,312
	<u>\$ 10,255,242</u>

SECTION 2. It is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2014, and ending June 30, 2015:

Property Taxes	\$ 4,724,000
Sales and Use Tax	2,400,000
Permits and Fees	14,900
Franchise Tax	795,000
Beer & Wine Tax	44,000
Payment in Lieu of Taxes-Outside Source	22,650
Payment in Lieu of Taxes	394,135
Grants	1,500
Sales and Services	40,600
Investment Income	1,300
ABC Revenues	90,000
Recreation Revenues	106,000
Other Sources	80,750
Miscellaneous	44,400
Reimbursement from Powell Bill	120,000
Fund Balance Appropriated	<u>1,376,007</u>
	<u>\$ 10,255,242</u>

SECTION 3. The following amounts are hereby appropriated in the Occupancy Tax Fund for the fiscal year beginning July 1, 2014, and ending June 30, 2015 in accordance with the chart of accounts heretofore approved for the City:

Occupancy Tax	<u>\$ 78,660</u>
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SECTION 4. It is estimated that the following revenues will be available in the Occupancy Tax Fund for the fiscal year beginning July 1, 2014, and ending June 30, 2015:

Occupancy Tax	\$ 78,000
Investment Income	400
Fund Balance Appropriated	<u>260</u>
	<u>\$ 78,660</u>

SECTION 5. The following amounts are hereby appropriated in the Powell Bill Fund for the fiscal year beginning July 1, 2014, and ending June 30, 2015 in accordance with the chart of accounts heretofore approved for the City:

Powell Bill Construction/Other	<u>\$ 951,250</u>
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SECTION 6. It is estimated that the following revenues will be available in the Powell Bill Fund for the fiscal year beginning July 1, 2014, and ending June 30, 2015:

Powell Bill Allocation	\$ 315,000
Grants	\$ 465,000
Investment Income	200
Fund Balance Appropriated	<u>171,050</u>
	<u>\$ 951,250</u>

SECTION 7. The following amounts are hereby appropriated in the Water and Sewer Fund for the operation of the water and sewer utilities for the fiscal year beginning July 1, 2014, and ending June 30, 2015, in accordance with the chart of accounts heretofore approved for the City:

Water Treatment Plant	\$ 1,802,088
Distribution and Collection	1,376,268
Wastewater Treatment Plant	1,703,987
Water and Sewer Intangibles	3,883,375
	<u>\$ 8,765,718</u>

SECTION 8. It is estimated that the following revenues will be available in the Water and Sewer Fund for the fiscal year beginning July 1, 2014, and ending June 30, 2015.

Investment Income	\$ 2,900
Charges for Service - Water	3,385,000
Charges for Service - Sewer	4,700,000
Connection Charges	14,000
Other Operating Revenues	212,200
Other Financing Sources	451,618
	<u>\$ 8,765,718</u>

SECTION 9. The following amounts are hereby appropriated in the Electric Fund for the operation of the electric utility for the fiscal year beginning July 1, 2014, and ending June 30, 2015, in accordance with the chart of accounts heretofore approved for the City:

Electric Operations	<u>\$ 8,164,125</u>
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SECTION 10. It is estimated that the following revenues will be available in the Electric Fund for the fiscal year beginning July 1, 2014, and ending June 30, 2015:

Investment Income	\$ 1,000
Electric Sales	6,891,132
Electric Municipal Operations	764,943
Electric Sales Tax	190,000
Proceeds - Loan Revenue	152,250
Other Operating Revenue	87,100
Other Financing Sources	77,700
	<u>\$ 8,164,125</u>

SECTION 11. There is hereby levied a tax rate of fifty-six cents (\$.56) per one hundred (\$100) valuation of property as listed for taxes as of January 1, 2014 for the purpose of raising the revenue listed as "Property Taxes" in the general fund in Section 1 of this ordinance.

This rate is based on a total valuation of property for the purposes of taxation of \$ 836,186,417 and an estimated rate of collection of 97.12%.

SECTION 12. Electric Rates 5.2% Increase effective July 1, 2014 billing.

SECTION 13. Water and Sewer Rates 4.0% Increase for non (Textile Based) effective July 1, 2014 billing.
2.0% Increase for Industrial (Textile Based) effective July 1, 2014 billing.

SECTION 14. Appropriations are authorized by department totals. The City Manager is authorized to reallocate departmental appropriations among line item objects of expenditures and revenues as necessary during the budget year.

SECTION 15. 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 GROSS BUDGET \$ 28,214,995

Adopted this 5th day of June, 2014

Attest:

Donna C. Fowers, MMC
City Clerk

John O. Gilleland, Jr.
Mayor

**CITY OF LINCOLNTON
SCHEDULE OF FEES
2014-2015**

ADMINISTRATIVE FEES	
Per copy fee	\$.10 per page

FINANCE DEPARTMENT		
Hollybrook Cemetery Lot Sales	Resident	Non-Resident
Per Burial Space	\$1,200.00	\$3,000.00
Second Right of Interment		
Per Burial Space	\$ 600.00	\$1,500.00

FEES ASSOCIATED WITH UTILITY SERVICE		
Utility Deposits	Inside City	Outside City
Temporary Hydrant Meter Deposit	\$200.00	\$400.00
Residential Water and/or Sewer Deposit	\$50.00	\$100.00
Residential Electric Deposit	\$250.00 Flat Rate	
Note: Residential owners of real property providing proof of ownership will be exempt from utility deposits; renters having 24 months of good payment history with City of Lincolnnton will also be exempt.		
Business Water and/or Sewer Deposit	\$50.00	\$100.00
	or two (2) times the monthly average bill for the location, whichever is greater.	
Business Electric Deposit	\$250.00	
	or two (2) times the monthly average bill for the location, whichever is greater.	
Note: Business owners of real property providing proof of ownership will be exempt from utility deposits.		

Returned Check Charge	\$25.00
Default Fee	\$25.00
Default Fee (if utility services are restored on weekends, holidays or after regular hours of the Utility Billing Office.)	\$50.00
Late Fee (For payment after due date, but before disconnection)	\$15.00 or 2% of the total bill, whichever is greater.

Meter Tampering Investigation Charge	\$200.00 plus estimated water or electric usage
Meter Test Charge (after first free test)	\$15.00 / Residential meter \$45.00 / Demand meter
Temporary Electric Construction Service Charge	\$25.00
'In and out' Electric Service Charge	Cost will be determined

CITY OF LINCOLNTON
SCHEDULE OF FEES
2014-2015

ELECTRIC RATES (All electric rates are subject to sales tax.)	
Residential	
Facilities Charge:	\$13.16
Energy Charge:	
First 350 kwh @	.1093 per/kwh
Next 950 kwh @	.1179 per/kwh
All Over 1300 kwh @	.1232 per/kwh
Small General Service (Less than 200 KW demand)	
Facilities Charge:	\$27.16
Demand Charge:	
First 30 kw of billing demand	N/C
All over 30 kw of billing demand	\$ 7.44 per kw
Energy Charge:	
First 3000 kwh @	.1537 per/kwh
All Over 3000 kwh @	.0829 per/kwh
Large General Service (200+ KW demand)	
Facilities Charge:	\$52.41
Demand Charge:	
All kw of billing demand	\$ 11.35 per kw
Energy Charge:	
All kwh	.0628 per/kwh
New Large Load Commercial (Must equal or exceed 500 kw but be less than 3000 kw during at least three months of a twelve-month period.) (Applies only to new customers after January 7, 2010)	
Basic Facilities Charge:	\$348.19
Demand Charge:	
Monthly Billing Demand:	
Summer (Jun – Sep)	\$ 23.00 per kw
Winter (Oct – May)	\$ 4.18 per kw
Energy Charge:	
First Energy Block	0.0529 per kwh
Additional Energy Block	0.0529 per kwh

CITY OF LINCOLNTON

SCHEDULE OF FEES

2014-2015

OP – 10 – 1 Commercial (Must equal or exceed 100 kw but be less than 500 kw during at least three months of a twelve month period.) <i>(Applies only to new customers after June 2, 2011)</i>		
Basic Facilities Charge:		\$184.23
Demand Charge:		
Monthly Billing Demand:	On – Peak Summer (Jun – Sep)	\$ 18.43 per kw
	On – Peak Winter (Oct – May)	\$ 3.68 per kw
	Excess Demand (All Months)	\$ 1.23 per kw
Energy Charge:	Summer (Jun – Sep)	
	On – Peak	0.0515 per kwh
	Off – Peak	0.0491 per kwh
	Winter (Oct - May)	
	On – Peak	0.0491 per kwh
	Off – Peak	0.0429 per kwh
RENEWABLE ENERGY PORTFOLIO STANDARDS (REPS) CHARGES		
Monthly electric charges for each customer account computed under the City's applicable electric rate schedule will be increased by an amount determined by the table below:		
<u>Customer Account Type</u>	<u>Renewable Resources</u>	<u>DSM/Energy Efficiency</u>
Residential Account	\$ 0.54	\$ 0.00
Commercial Account	\$ 2.61	\$ 0.00
Industrial Account	\$ 26.94	\$ 0.00
Exceptions <u>Industrial and Commercial Customers Opt-out</u> All industrial customers, regardless of size, and large commercial customers with usage greater than one million kwh's per year can elect not to participate in City's demand-side management and energy efficiency measures in favor of its own implemented demand-side management and energy efficiency measures by giving appropriate written notice to the City. In the event such customers "opt-out", they are not subject to the DSM/Energy Efficiency portion of the charges above. All customers are subject to the Renewable Resources portion of the charges above.		

YARD LIGHT RATE TABLE		
Description	Minimum	Tax
Yard Light 7500 175W	\$10.48	7%
Yard Light 7500 1/2	\$5.25	7%
Yard Light 7500 1/3	\$3.50	7%
Yard Light 7500 1/5	\$2.11	7%
Yard Light 7500 175 (0-100 Underground)	\$13.20	7%
Yard Light 7500 1/9	\$1.17	7%
Yard Light 50000 HPS (400W) – Flood Light	\$23.52	7%
Yard Light 27500 HPS (250W)	\$17.55	7%
Yard Light 50000 HPS – Decorative Fixture	\$23.32	7%
Yard Light 1000W M/H Underground Service	\$46.91	7%
Yard Light 160 LED Underground Service – Wood Poles	\$34.32	7%

CITY OF LINCOLNTON
SCHEDULE OF FEES
2014-2015

WATER RATES		
Residential	Inside City Limits	Outside City Limits
Minimum Bill – 2,000 gallons	\$ 15.32	\$ 30.61
All Over 2,000 gallons	\$ 4.13/1,000	\$ 8.22/1,000
Commercial & Industrial		
Minimum Bill - 2,000 gallons	\$ 15.32	\$ 30.61
Next 98,000 gallons	\$ 4.57/1,000	\$ 9.15/1,000
Next 8,900,000 gallons	\$ 4.20/1,000	\$ 8.50/1,000
All Over 9,000,000 gallons	\$ 2.59/1,000	\$ 8.50/1,000
Industrial (Textile Based)		
Minimum Bill - 2,000 gallons	\$ 10.61	\$ 21.21
Next 98,000 gallons	\$ 3.16/1,000	\$ 6.32/1,000
Next 8,900,000 gallons	\$ 2.91/1,000	\$ 5.89/1,000
All Over 9,000,000 gallons	\$ 1.79/1,000	\$ 5.89/1,000

SEWER RATES		
Residential, Commercial & Industrial	Inside City Limits	Outside City Limits
Minimum Bill – 2,000 gallons	\$ 22.94	\$ 45.80
Next 8,998,000 gallons	\$ 6.82/1000	\$ 14.82/1,000
All Over 9,000,000 gallons	\$ 4.63/1000	\$ 14.82/1,000
Industrial (Textile Based)		
Minimum Bill - 2,000 gallons	\$ 15.90	\$ 31.74
Next 8,998,000 gallons	\$ 4.73/1,000	\$ 10.27/1,000
All Over 9,000,000 gallons	\$ 3.20/1,000	\$ 10.27/1,000

CITY OF LINCOLNTON

SCHEDULE OF FEES

2014-2015

WATER AND SEWER CONNECTION FEES		
Water Connection Fees	Inside City	Outside City
¾" Water Connection	\$ 800.00	\$1,600.00
1" or Larger Water Connection (plus availability fee, if applicable, of \$8.33 per lineal foot of road frontage. If more than one road frontage, we use the longest frontage for calculation purposes (measure from property line to property line))	\$1,100.00	\$2,200.00
Irrigation Meter	\$ 600.00	\$1,200.00

For all water connections where the contractor/developer/owner 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. All connections larger than one inch are the responsibility of the contractor/developer/owner, per city specifications.

Sewer Connection Fees	Inside City	Outside City
Standard 4" Sewer Connection (any sewer connection exceeding 4" requires payment of an availability fee)	\$ 600.00	\$1,200.00
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.)	\$ 800.00	\$1,600.00
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.	\$1,000.00 (non-refundable)	\$1,000.00 (non-refundable)

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.

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 preceding the violation.
Civil Penalties: 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) day per violation.

CITY OF LINCOLNTON
SCHEDULE OF FEES
2014-2015

Bulk Water Sales

All prepayments are non-refundable and will be honored for 30 days, or the number of loads pre-purchased, whichever comes first. The delivery point will be the City of Lincolnton Water Treatment Plant at 1338 Reepsville Road, Lincolnton, NC 28092; phone 704-736-8970. The Water Treatment Plant will be open for sales Monday-Friday 8:30 am to 3:00 pm.

0-2,000 gallons	\$ 109.00 per load
2,001-4,500 gallons	\$ 135.00 per load
4,501-7,000 gallons	\$ 166.00 per load
7,001-10,000 gallons	\$ 192.00 per load
No sales for containers over 10,000 gallons	

Electric Utility Rebates

High Efficiency Electric Heat Pump Rebate	\$ 400.00 (Until further notice)
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High Efficiency Electric Water Heater Rebate	\$ 150.00 (Until further notice)
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Commercial Lighting Rebate	\$0.35 per watt saved (Maximum rebate \$25,000 per customer until further notice)
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Renewable Energy Generation Credits

(Monthly credits are paid according to the type of renewable generation.)

Wind and Biomass Energy Credit Solar Photovoltaic Energy Credit	Details & Rates available upon request
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ONLINE CONVENIENCE FEE

Online Debit / Credit Card Convenience Fee	Posted Online * fee subject to change
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CITY OF LINCOLNTON
SCHEDULE OF FEES
2014-2015

FIRE DEPARTMENT	
(New fees adopted by City Fire Department will become effective January 1, 2009)	
ABC Permit (change of use, renter or business requiring ABC permit fire inspection)	\$50.00
Amusement Buildings	\$50.00
Aviation Facilities	\$100.00
Carnivals and Fairs	\$100.00
Burning Permits	
Residential and Farms	\$25.00
Burning for fire department training	NC
Bon Fire	\$25.00
Commercial (must meet all State, NCBCFPC and this ordinance guidelines)	
Clearing of lots to build houses (per lot fee)	\$25.00
Clearing of lots to build commercial and industry (per site fee)	\$300.00
Covered Mall Buildings	\$50.00
Display of Gasoline-powered equipment in covered malls	\$50.00
Exhibits and Trade Shows	\$35.00
Explosives	
Blasting Permits	
48 hours	\$50.00
90 days	\$150.00
Year-round storage and manufacturing permits	\$500.00
Fireworks for public display, outdoors	\$150.00
Fireworks for public display, indoors	\$450.00
Fumigation and thermal insecticidal fogging	\$50.00
Hazardous Materials	\$150.00
HPM Facilities	\$150.00
High-piled or High-rack storage	\$150.00
Liquid or gas fueled vehicles or equipment in assembly buildings	\$50.00
Open flames and candles (churches are exempt)	\$35.00
Organic Coatings	\$50.00
Places of Assembly (churches are exempt)	\$50.00
Pyrotechnic Special Effects Material and Shows	\$100.00
Pyroxylin Plastic	\$100.00
Special Assemblies such as Gun Shows, Craft Shows, etc.	\$35.00
Spraying or Dipping Operations	\$50.00
Storage of scrap tires and tire by-products	\$50.00
Temporary Tents, Structures, or Stands used for Display of Fireworks	
7 day permit	\$150.00
14 day permit	\$250.00
30 day permit	\$450.00
Tents and Canopies	
Tents for public usage exceeding 200/400 sq. feet	\$25.00
Use of air structures	\$25.00
Temporary kiosks or display for merchandising	\$25.00

CITY OF LINCOLNTON
SCHEDULE OF FEES
2014-2015

Tire Rebuilding Plants	\$50.00
Waste Handling (wrecking yards, junk yards, waste material handling Facilities)	\$50.00
Fire Flow Test	\$25.00
Hydrant Installations (private contractors only)	\$25.00
Wasted Trip Fee For Permit Inspections (not having everything ready)	\$75.00
After Hours Inspection Fee	
1 st hour	\$100.00
Each ½ hour after 1 st hour	\$50.00
Any person or contractor beginning work on any project requiring a permit prior to obtaining that permit will be subject to a Civil Citation and Double Permit Fee.	

SERVICE AND INSPECTION FEE SCHEDULE

Boarding Houses	\$25.00
Day Care Centers	\$25.00
Dormitories	\$50.00
Family Care Homes	NC
Foster Homes	NC
Fraternities and Sororities	\$50.00
Institutional (Health Care Facilities)	
Group Homes (5 or less)	\$25.00
Group Homes (6 or more)	\$50.00
Hospitals	\$50.00
Nursing Homes	\$50.00
Rest Homes	\$50.00

SERVICE AND PERMIT FEE SCHEDULE FOR CONSTRUCTION PERMITS

New Alarm System Installations and Certification Test	\$35.00
New Fixed Fire Suppression System Installations and Certification Test	\$35.00
New Sprinkler System (20 heads or more)	\$35.00
New Standpipe System	\$35.00
Renovations to Standpipe systems	\$35.00
Renovations to Fixed Fire System	\$35.00
Renovations to Alarm Systems	\$35.00
Renovations to Sprinkler Systems (20 or more heads)	\$35.00
Storage Tanks used for Flammable/Combustible Liquids or Hazardous Materials (Aboveground and Underground)	
REMOVAL (per tank)	\$50.00
NEW INSTALLATIONS (per tank)	\$50.00

CITY OF LINCOLNTON
SCHEDULE OF FEES
2014-2015

Inspection of the retrofitting of storage tanks and pipes containing or used for flammable or combustible liquids or hazardous materials	\$50.00
Preliminary Plans Review	
Up to 5,000 sq. ft.	\$25.00
5,001 to 10,000 sq. ft.	\$50.00
10,001 to 25,000 sq. ft.	\$125.00
25,001 to 100,000 sq. ft.	\$250.00
Over 100,000 sq. ft.	\$500.00

PARKS AND RECREATION DEPARTMENT

FACILITY RENTAL	RESIDENT	NON-RESIDENT
Park Shelters		
<i>Mon. – Sat. (8:00 a.m. – 7:00 p.m.)</i>	\$50.00	\$75.00
<i>Sunday (3:00 p.m. – 7:00 p.m.)</i>	\$40.00	\$60.00
Staff Fee (per employee)	\$15.00 per hr.	\$15.00 per hr
Lentz Center Gym		
I.D.	Free	\$5.00
Day Pass (19 and over)	Free	\$2.00
Season Pass	N/A	\$100.00
Season Pass – Pool	N/A	\$125.00
4 Hours	\$100.00	\$150.00
8 Hours	\$200.00	\$300.00
Each Additional Hour	\$25.00	\$37.50
Practice Fee	\$15.00	\$22.50
Staff Fee (per employee)	\$15.00 per hr.	\$15.00 per hr
Lentz Center Pool		
2 Hours (1 – 50 people)	\$125.00	\$175.00
2 Hours (51 – 100 people)	\$150.00	\$200.00
2 Hours (101 – 200 people)	\$225.00	\$350.00
Each Additional Hour	\$50.00	\$75.00
Lentz Center Racquetball Courts		
I.D.	Free	\$5.00
1 Hour (per person)	\$1.00	\$2.00
Softball/Baseball/Soccer Fields		
1 Day	\$100.00	\$150.00
Each Additional Day	\$50.00	\$75.00
Night Time Only (per hour)	\$15.00	\$22.50
Concession Stand Fee	\$25.00	\$37.50
Staff Fee (per employee)	\$15.00 per hr.	\$15.00 per hr

CITY OF LINCOLNTON
SCHEDULE OF FEES
2014-2015

Practice Fee (1.5 hrs)*	\$20.00	\$30.00
Season Fee*	\$500.00	\$750.00
Monthly Fee*	\$50.00	\$75.00
Tournament Fee:	\$200.00	\$200.00
1 Day (1 Park)	\$350.00	\$350.00
1 Day (2 Parks)	\$400.00	\$400.00
2 Day (1 Park)	\$700.00	\$700.00
2 Day (2 Parks)		

- At least (1) member on the team must be a resident to receive the "Resident" rate.
"Season Fee" will include 2 practices per week with lights if needed. The Director has the authority to add (1-2) additional days if the season does not last more than 6 months and prorate the fee for a month-to-month rental.

SPORTS PROGRAMS	RESIDENT	NON-RESIDENT
Youth		
Basketball	\$35.00	\$50.00
Flag Football	\$35.00	\$50.00
Soccer	\$35.00	\$50.00
Volleyball	\$35.00	\$50.00
Adult		
Basketball (Fee according to number of teams)		
Softball (Fee according to number of teams)		
Volleyball	\$35.00	\$50.00
Racquetball	\$35.00	\$50.00
Walking Program	Free	\$10.00***
Sponsorship of Leagues		
Fall Soccer	\$500.00*	\$500.00*
Flag Football	\$500.00*	\$500.00*
Basketball	\$500.00*	\$500.00*
Spring Soccer	\$500.00*	\$500.00*
Adult Sports Leagues	\$500.00*	\$500.00*
Easter Egg Hunt	\$500.00**	\$500.00**
* Sponsorship for one division is \$250.00 * * Will also consider an equal amount of donations for prizes *** Employees of city businesses will not be charged for the Walking Program		
Banner Program:		
1 Year	\$ 250.00	\$ 250.00

**CITY OF LINCOLNTON
SCHEDULE OF FEES
2014-2015**

5 Year	\$1,000.00	\$1,000.00
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POOL PROGRAMS	RESIDENT	NON-RESIDENT
Lentz Center Pool		
Daily Admission	\$2.00	\$3.00
Season Swim Pass		
Family of 4	\$100.00	\$150.00
Each Additional Member	\$25.00	\$35.00
Individual	\$35.00	\$50.00
Lifeguard Training	\$150.00	\$150.00
Guard Start Program	\$35.00	\$35.00
Water Aerobics		
Entire Program	\$20.00	\$30.00
Per Session	\$3.00	\$4.00

- All Security Fee will be determined by the Lincolnton Police Department
- “Resident” is considered any person(s) living inside the City Limits of Lincolnton, N.C. Also, any City of Lincolnton staff or official will receive the “Resident” rate.
- All Facility Rental Fees for non-profit organizations will be staff fee only if the Facility is being used Monday – Friday. This will only apply to uses or users that do not include fees and/or charges. Schools are allowed to take admission for ball games. All organizations must prove non-profit status.

**FOR QUESTIONS CONCERNING RECREATIONAL FEES PLEASE CALL THE
LINCOLNTON RECREATION DEPARTMENT (704) 735-2671.**

CITY OF LINCOLNTON
SCHEDULE OF FEES
2014-2015

PLANNING AND ZONING ADMINISTRATION	
Rezoning Application	\$200.00
Conditional Use Permit (CUP) Application	
Standard	\$200.00
Temporary	\$100.00
Conditional Use Rezoning Application	\$250.00
Site Plan Review	\$100.00
Board of Adjustment Applications	
Conditional Use Permit (CUP) Application	\$100.00
Variance Application	\$200.00
Interpretation Application	\$200.00
Special Exception Application	\$200.00
Zoning Text Amendment Application	\$200.00
Zoning Permit	
Single and Two-Family Residential	\$50.00
Residential Accessory Use	\$30.00
Multifamily Residential and Non-Residential	\$100.00
Change in Use (Non-residential)	\$40.00
Sign Permits	\$40.00
Copy of Land Use Plan, Greenway Master Plan & Others	\$25.00
Copy of Zoning Ordinance (UDO)	\$30.00*
Copy of Zoning Map	\$5.00**
Subdivision Filing Fees	
Minor Subdivision Plat	\$100.00
Major Subdivision Preliminary Plat	\$150.00 +
(Per Lot)	\$5.00
Major Subdivision Final Plat	\$100.00
Applications for Relief	\$200.00
GIS MAPS (8 ½ X 11)	\$2.00

* \$.25 per page-less than full copy

** Full or partial copy

Fees could be waived if applicant complies with NC General Statue 1-110, Suit as a pauper; counsel.

CITY OF LINCOLNTON
SCHEDULE OF FEES
2014-2015

OFFENSES & MISCELLANEOUS PROVISIONS		
Firearms within city park or building	Class 3 Misdemeanor	Maximum fine of \$200.00 or imprisonment not to exceed 20 days.
Helmets for minors	Class 3 Misdemeanor or infraction defined in article 1 section 14-4 of the General Statutes	A first violation of this section shall be dismissed if the person charged with the violation submits proof that the operator or passenger has acquired a protective helmet meeting the standards for use.
False Alarm Fees	Third through fifth	\$50.00 per occurrence
	Sixth through eighth	\$100.00 per occurrence
	Ninth through eleventh	\$200.00 per occurrence
	Twelfth or more	\$300.00 per occurrence
Unregistered Alarm`	Subsequent determination after one-time warning for failure to register alarm	\$50.00 per occurrence
Enforcement of Provisions	Civil Penalty	Up to \$100.00
Parking Violations	Initial violation	\$20.00 (plus an additional \$5.00 if not paid within fifteen (15) days.

CITY OF LINCOLN
SCHEDULE OF FEES
2014-2015

Cruising	1st violation to be paid within ten (10) days 2nd citation within a seven (7) day period	\$25.00 (plus an additional twenty-five (\$25.00) delinquency charge upon non-payment Police Officer shall issue to the violator a traffic summons in lieu of a civil citation
Sidewalk Café Permit	Annually	\$35.00
Permanent Parking Fee	Annually	\$100.00

Violation of this section shall be punishable by a fine of fifty dollars (\$50.00)

**CITY OF LINCOLNTON
SCHEDULE OF FEES
2014-2015**

BUSINESS & COMMUNITY DEVELOPMENT

*Alive After Five Vendor Fee (DDA)	
July 4th Celebration Vendor Fee (July 4th Committee)	\$75.00
	\$75.00
*Christmas Parade Fees (DDA)	
Entry	\$40.00
Entry (non-profit)	\$20.00
Vendor Fees	
Push Carts	\$50.00
Stationary Trailers	\$75.00
City Incentive Grant Application Fees	
Storefront Rehab Grant	\$0
Substantial Building Rehab Grant	\$0
Architectural Services Grant	\$0
Hog Happenin Fees (DDA)	
Pro Cook-off	
Early-bird	\$175.00
Regular	\$200.00
Late	\$225.00
AM Cook-off	\$25.00
Non-Food Vendor	\$25.00
Food Vendor	\$100.00
BBQ Food Vendor	20/80 split (DDA/Vendor of gross revenue)
Poker Run	\$15.00
Walk	\$25.00
Bike Show	\$10.00

* Collected by DDA

ITEM #

10

R E S O L U T I O N
of Appreciation for
(R-11-14)

PATRICIA J. FINSTER

WHEREAS, the City of Lincolnton does desire to recognize and honor employees of the City for dedicated and distinguished contributions to our City and its citizens; and

WHEREAS, Patricia J. Finster served as Administrative Support Specialist for the City of Lincolnton Planning Department from April 1996 through July 2001 and then as Senior Administrative Support Specialist from 2001 through 2014; and

WHEREAS, Patricia J. Finster served on the City's Wellness Committee; served as Secretary to the Lincolnton Planning Board and Board of Adjustment and assisted both the Planning Director and Zoning Administrator in many facets regulating and planning growth to encourage the most appropriate use of land, buildings, and other structures within the Lincolnton jurisdiction.

NOW THEREFORE BE IT RESOLVED, that the governing body of the City of Lincolnton wishes to officially commend Patricia J. Finster for her valuable and outstanding service rendered to the City, and that appreciation and honor be shown to her on her upcoming retirement July 1, 2014. May congratulations and best wishes be extended as she begins the next chapter in her life.

BE IT FURTHER RESOLVED that this resolution be made a part of the permanent records of the City of Lincolnton and that a copy of this resolution be presented to Patricia J. Finster.

Adopted and presented this the 5th day of June, 2014.

DONNA C. FLOWERS, CMC
CITY CLERK

JOHN O. GILLELAND, JR.
MAYOR

ITEM #

11

CITY OF LINCOLNTON

CITY COUNCIL

John O. Gilleland, Jr., Mayor
Larry Mac Hovis, Mayor Pro-Tem
Devin Rhyne
Martin A. Eaddy
John L. Cloninger



CITY MANAGER

JEFF EMORY
jeffemory@ci.lincolnton.nc.us

CITY CLERK

DONNA C. FLOWERS, CMC
donnaflowers@ci.lincolnton.nc.us

CITY ATTORNEY

THOMAS J. WILSON, JR.

RESOLUTION

Adopting Salary Schedule and Schedule of Budgeted Positions (R-12-14)

WHEREAS, the proposed 2014-15 fiscal year budget has been prepared by the City Manager and presented to the Mayor and City Council; and

WHEREAS, the proposed 2014-15 fiscal year budget includes a recommended salary schedule and schedule of budgeted positions;

NOW, THEREFORE, BE IT RESOLVED, that the City of Lincolnton adopts the "Salary Schedule", and "Schedule of Budgeted Positions", as attached to this resolution, for the fiscal year beginning July 1, 2014 and ending June 30, 2015.

Adopted this the fifth day of June 2014.

DONNA C. FLOWERS, MMC
CITY CLERK

JOHN O. GILLELAND, JR.
MAYOR

CITY OF LINCOLNTON

CITY COUNCIL

John O. Gilleland, Jr., Mayor
Larry Mac Hovis, Mayor Pro-Tem
Devin Rhyne
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CITY MANAGER

JEFF EMORY
jeffemory@ci.lincolnton.nc.us

CITY CLERK

DONNA C. FLOWERS, CMC
donnaflowers@ci.lincolnton.nc.us

CITY ATTORNEY

THOMAS J. WILSON, JR.

MEMORANDUM

TO: Mayor and City Council Members

FROM: Jeff Emory, City Manager

SUBJECT: Salary Schedule/List of Positions

DATE: May 30, 2014

If the proposed budget is adopted it is also required that the City adopt the 2014-2015 list of employee positions, and salary schedule. The salary schedule has been adjusted by a recommended one percent. The list of positions has been reduced by three. These include a position at the city garage, planning and zoning department, and fire department.

Should you have any questions or comments regarding these two items please feel free to contact me.

**2014-2015
BI-WEEKLY AND HOURLY SALARY SCHEDULE
(INCLUDES 1% COLA)**

STEPS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	GR/ HRS
3	20,735	21,251	21,772	22,314	22,861	23,430	24,004	24,602	25,204	25,832	26,464	27,124	27,787	28,480	29,176	29,904	30,635	3
	797.50	817.35	837.38	858.23	879.27	901.15	923.23	946.23	969.38	993.54	1017.85	1043.23	1068.73	1095.38	1122.15	1150.15	1178.27	37.50
	10.63	10.90	11.17	11.44	11.72	12.02	12.31	12.62	12.93	13.25	13.57	13.91	14.25	14.61	14.96	15.34	15.71	40.00
	9.97	10.22	10.47	10.73	10.99	11.26	11.54	11.83	12.12	12.42	12.72	13.04	13.36	13.69	14.03	14.38	14.73	42.00
	9.49	9.73	9.97	10.22	10.47	10.73	10.99	11.26	11.54	11.83	12.12	12.42	12.72	13.04	13.36	13.69	14.03	53.00
4	21,772	22,314	22,861	23,430	24,004	24,602	25,204	25,832	26,464	27,124	27,787	28,480	29,176	29,904	30,635	31,399	32,167	4
	837.38	858.23	879.27	901.15	923.23	946.23	969.38	993.54	1017.85	1043.23	1068.73	1095.38	1122.15	1150.15	1178.27	1207.65	1237.19	37.50
	11.17	11.44	11.72	12.02	12.31	12.62	12.93	13.25	13.57	13.91	14.25	14.61	14.96	15.34	15.71	16.10	16.50	40.00
	10.47	10.73	10.99	11.26	11.54	11.83	12.12	12.42	12.72	13.04	13.36	13.69	14.03	14.38	14.73	15.10	15.46	42.00
	9.97	10.22	10.47	10.73	10.99	11.26	11.54	11.83	12.12	12.42	12.72	13.04	13.36	13.69	14.03	14.38	14.73	53.00
5	22,861	23,430	24,004	24,602	25,204	25,832	26,464	27,124	27,787	28,480	29,176	29,904	30,635	31,399	32,167	32,969	33,775	5
	879.27	901.15	923.23	946.23	969.38	993.54	1017.85	1043.23	1068.73	1095.38	1122.15	1150.15	1178.27	1207.65	1237.19	1268.04	1299.04	37.50
	11.72	12.02	12.31	12.62	12.93	13.25	13.57	13.91	14.25	14.61	14.96	15.34	15.71	16.10	16.50	16.91	17.32	40.00
	10.99	11.26	11.54	11.83	12.12	12.42	12.72	13.04	13.36	13.69	14.03	14.38	14.73	15.10	15.46	15.85	16.24	42.00
	10.47	10.73	10.99	11.26	11.54	11.83	12.12	12.42	12.72	13.04	13.36	13.69	14.03	14.38	14.73	15.10	15.46	53.00
6	24,004	24,602	25,204	25,832	26,464	27,124	27,787	28,480	29,176	29,904	30,635	31,399	32,167	32,969	33,775	34,617	35,464	6
	923.23	946.23	969.38	993.54	1017.85	1043.23	1068.73	1095.38	1122.15	1150.15	1178.27	1207.65	1237.19	1268.04	1299.04	1331.42	1364.00	37.50
	12.31	12.62	12.93	13.25	13.57	13.91	14.25	14.61	14.96	15.34	15.71	16.10	16.50	16.91	17.32	17.75	18.19	40.00
	11.54	11.83	12.12	12.42	12.72	13.04	13.36	13.69	14.03	14.38	14.73	15.10	15.46	15.85	16.24	16.64	17.05	42.00
	10.99	11.26	11.54	11.83	12.12	12.42	12.72	13.04	13.36	13.69	14.03	14.38	14.73	15.10	15.46	15.85	16.24	53.00
7	25,204	25,832	26,464	27,124	27,787	28,480	29,176	29,904	30,635	31,399	32,167	32,969	33,775	34,617	35,464	36,348	37,237	7
	969.38	993.54	1017.85	1043.23	1068.73	1095.38	1122.15	1150.15	1178.27	1207.65	1237.19	1268.04	1299.04	1331.42	1364.00	1398.00	1432.19	37.50
	12.93	13.25	13.57	13.91	14.25	14.61	14.96	15.34	15.71	16.10	16.50	16.91	17.32	17.75	18.19	18.64	19.10	40.00
	12.12	12.42	12.72	13.04	13.36	13.69	14.03	14.38	14.73	15.10	15.46	15.85	16.24	16.64	17.05	17.48	17.90	42.00
	11.54	11.83	12.12	12.42	12.72	13.04	13.36	13.69	14.03	14.38	14.73	15.10	15.46	15.85	16.24	16.64	17.05	53.00
8	26,464	27,124	27,787	28,480	29,176	29,904	30,635	31,399	32,167	32,969	33,775	34,617	35,464	36,348	37,237	38,165	39,099	8
	1017.85	1043.23	1068.73	1095.38	1122.15	1150.15	1178.27	1207.65	1237.19	1268.04	1299.04	1331.42	1364.00	1398.00	1432.19	1467.88	1503.81	37.50
	13.57	13.91	14.25	14.61	14.96	15.34	15.71	16.10	16.50	16.91	17.32	17.75	18.19	18.64	19.10	19.57	20.05	40.00
	12.72	13.04	13.36	13.69	14.03	14.38	14.73	15.10	15.46	15.85	16.24	16.64	17.05	17.48	17.90	18.35	18.80	42.00
	12.12	12.42	12.72	13.04	13.36	13.69	14.03	14.38	14.73	15.10	15.46	15.85	16.24	16.64	17.05	17.47	17.90	53.00
9	27,787	28,480	29,176	29,904	30,635	31,399	32,167	32,969	33,775	34,617	35,464	36,348	37,237	38,165	39,099	40,073	41,054	9
	1068.73	1095.38	1122.15	1150.15	1178.27	1207.65	1237.19	1268.04	1299.04	1331.42	1364.00	1398.00	1432.19	1467.88	1503.81	1541.27	1579.00	37.50
	14.25	14.61	14.96	15.34	15.71	16.10	16.50	16.91	17.32	17.75	18.19	18.64	19.10	19.57	20.05	20.55	21.05	40.00
	13.36	13.69	14.03	14.38	14.73	15.10	15.46	15.85	16.24	16.64	17.05	17.48	17.90	18.35	18.80	19.27	19.74	42.00
	12.72	13.04	13.36	13.69	14.03	14.38	14.73	15.10	15.46	15.85	16.24	16.64	17.05	17.47	17.90	18.35	18.80	53.00
10	29,176	29,904	30,635	31,399	32,167	32,969	33,775	34,617	35,464	36,348	37,237	38,165	39,099	40,073	41,054	42,073	43,099	10
	1178.27	1207.65	1237.19	1268.04	1299.04	1331.42	1364.00	1398.00	1432.19	1467.88	1503.81	1541.27	1579.00	1617.27	1655.81	1694.74	1734.00	37.50
	15.71	16.10	16.50	16.91	17.32	17.75	18.19	18.64	19.10	19.57	20.05	20.55	21.05	21.55	22.05	22.55	23.05	40.00
	14.96	15.34	15.71	16.10	16.50	16.91	17.32	17.75	18.19	18.64	19.10	19.57	20.05	20.55	21.05	21.55	22.05	42.00
	14.25	14.61	14.96	15.34	15.71	16.10	16.50	16.91	17.32	17.75	18.19	18.64	19.10	19.57	20.05	20.55	21.05	53.00

**2014-2015
BI-WEEKLY AND HOURLY SALARY SCHEDULE**

STEPS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	GR/ HRS
GR																		
10	29,176	29,904	30,635	31,399	32,167	32,969	33,775	34,617	35,464	36,348	37,237	38,165	39,099	40,073	41,054	42,077	43,107	10
	1122.15	1150.15	1178.27	1207.65	1237.19	1268.04	1299.04	1331.42	1364.00	1398.00	1432.19	1467.88	1503.81	1541.27	1579.00	1618.35	1657.96	37.50
	14.96	15.34	15.71	16.10	16.50	16.91	17.32	17.75	18.19	18.64	19.10	19.57	20.05	20.55	21.05	21.58	22.11	40.00
	14.03	14.38	14.73	15.10	15.46	15.85	16.24	16.64	17.05	17.48	17.90	18.35	18.80	19.27	19.74	20.23	20.72	42.00
	10.59	10.85	11.12	11.39	11.67	11.96	12.26	12.56	12.87	13.19	13.51	13.85	14.19	14.54	14.90	15.27	15.64	53.00
11	30,635	31,399	32,167	32,969	33,775	34,617	35,464	36,348	37,237	38,165	39,099	40,073	41,054	42,077	43,107	44,181	45,262	11
	1178.27	1207.65	1237.19	1268.04	1299.04	1331.42	1364.00	1398.00	1432.19	1467.88	1503.81	1541.27	1579.00	1618.35	1657.96	1699.27	1740.85	37.50
	14.73	15.10	15.46	15.85	16.24	16.64	17.05	17.48	17.90	18.35	18.80	19.27	19.74	20.23	20.72	21.24	21.76	40.00
	14.03	14.38	14.73	15.10	15.46	15.85	16.24	16.64	17.05	17.48	17.90	18.35	18.80	19.27	19.74	20.23	20.72	42.00
	11.12	11.39	11.67	11.96	12.26	12.56	12.87	13.19	13.51	13.85	14.19	14.54	14.90	15.27	15.64	16.03	16.42	53.00
12	32,167	32,969	33,775	34,617	35,464	36,348	37,237	38,165	39,099	40,073	41,054	42,077	43,107	44,181	45,262	46,390	47,525	12
	1237.19	1268.04	1299.04	1331.42	1364.00	1398.00	1432.19	1467.88	1503.81	1541.27	1579.00	1618.35	1657.96	1699.27	1740.85	1784.23	1827.88	37.50
	16.50	16.91	17.32	17.75	18.19	18.64	19.10	19.57	20.05	20.55	21.05	21.58	22.11	22.66	23.21	23.79	24.37	40.00
	15.46	15.85	16.24	16.64	17.05	17.48	17.90	18.35	18.80	19.27	19.74	20.23	20.72	21.24	21.76	22.30	22.85	42.00
	14.73	15.10	15.46	15.85	16.24	16.64	17.05	17.48	17.90	18.35	18.80	19.27	19.74	20.23	20.72	21.24	21.76	53.00
	11.67	11.96	12.26	12.56	12.87	13.19	13.51	13.85	14.19	14.54	14.90	15.27	15.64	16.03	16.42	16.83	17.24	
13	33,775	34,617	35,464	36,348	37,237	38,165	39,099	40,073	41,054	42,077	43,107	44,181	45,262	46,390	47,525	48,710	49,901	13
	1299.04	1331.42	1364.00	1398.00	1432.19	1467.88	1503.81	1541.27	1579.00	1618.35	1657.96	1699.27	1740.85	1784.23	1827.88	1873.46	1919.27	37.50
	17.32	17.75	18.19	18.64	19.10	19.57	20.05	20.55	21.05	21.58	22.11	22.66	23.21	23.79	24.37	24.98	25.59	40.00
	16.24	16.64	17.05	17.48	17.90	18.35	18.80	19.27	19.74	20.23	20.72	21.24	21.76	22.30	22.85	23.42	23.99	42.00
	15.46	15.85	16.24	16.64	17.05	17.48	17.90	18.35	18.80	19.27	19.74	20.23	20.72	21.24	21.76	22.30	22.85	53.00
	12.26	12.56	12.87	13.19	13.51	13.85	14.19	14.54	14.90	15.27	15.64	16.03	16.42	16.83	17.24	17.67	18.11	
14	35,464	36,348	37,237	38,165	39,099	40,073	41,054	42,077	43,107	44,181	45,262	46,390	47,525	48,710	49,901	51,146	52,396	14
	1364.00	1398.00	1432.19	1467.88	1503.81	1541.27	1579.00	1618.35	1657.96	1699.27	1740.85	1784.23	1827.88	1873.46	1919.27	1967.15	2015.23	37.50
	18.19	18.64	19.10	19.57	20.05	20.55	21.05	21.58	22.11	22.66	23.21	23.79	24.37	24.98	25.59	26.23	26.87	40.00
	17.05	17.48	17.90	18.35	18.80	19.27	19.74	20.23	20.72	21.24	21.76	22.30	22.85	23.42	23.99	24.59	25.19	42.00
	16.24	16.64	17.05	17.48	17.90	18.35	18.80	19.27	19.74	20.23	20.72	21.24	21.76	22.30	22.85	23.42	23.99	53.00
	12.87	13.19	13.51	13.85	14.19	14.54	14.90	15.27	15.64	16.03	16.42	16.83	17.24	17.67	18.11	18.56	19.01	
15	37,237	38,165	39,099	40,073	41,054	42,077	43,107	44,181	45,262	46,390	47,525	48,710	49,901	51,146	52,396	53,703	55,016	15
	1432.19	1467.88	1503.81	1541.27	1579.00	1618.35	1657.96	1699.27	1740.85	1784.23	1827.88	1873.46	1919.27	1967.15	2015.23	2065.50	2116.00	37.50
	19.10	19.57	20.05	20.55	21.05	21.58	22.11	22.66	23.21	23.79	24.37	24.98	25.59	26.23	26.87	27.54	28.21	40.00
	17.90	18.35	18.80	19.27	19.74	20.23	20.72	21.24	21.76	22.30	22.85	23.42	23.99	24.59	25.19	25.82	26.45	42.00
	17.05	17.48	17.90	18.35	18.80	19.27	19.74	20.23	20.72	21.24	21.76	22.30	22.85	23.42	23.99	24.59	25.19	53.00
	13.51	13.85	14.19	14.54	14.90	15.27	15.64	16.03	16.42	16.83	17.24	17.67	18.11	18.56	19.01	19.49	19.96	
16	39,099	40,073	41,054	42,077	43,107	44,181	45,262	46,390	47,525	48,710	49,901	51,146	52,396	53,703	55,016	56,388	57,767	16
	1503.81	1541.27	1579.00	1618.35	1657.96	1699.27	1740.85	1784.23	1827.88	1873.46	1919.27	1967.15	2015.23	2065.50	2116.00	2168.77	2221.81	37.50
	20.05	20.55	21.05	21.58	22.11	22.66	23.21	23.79	24.37	24.98	25.59	26.23	26.87	27.54	28.21	28.92	29.62	40.00
	18.80	19.27	19.74	20.23	20.72	21.24	21.76	22.30	22.85	23.42	23.99	24.59	25.19	25.82	26.45	27.11	27.77	42.00
	17.90	18.35	18.80	19.27	19.74	20.23	20.72	21.24	21.76	22.30	22.85	23.42	23.99	24.59	25.19	25.82	26.45	53.00
	14.19	14.54	14.90	15.27	15.64	16.03	16.42	16.83	17.24	17.67	18.11	18.56	19.01	19.49	19.96	20.46	20.96	

2014-2015

BI-WEEKLY AND HOURLY SALARY SCHEDULE

STEPS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	GR/ HRS
GR																		
17	41,054	42,077	43,107	44,181	45,262	46,390	47,525	48,710	49,901	51,146	52,396	53,703	55,016	56,388	57,767	59,207	60,655	17
	1579.00	1618.35	1657.96	1699.27	1740.85	1784.23	1827.88	1873.46	1919.27	1967.15	2015.23	2065.50	2116.00	2168.77	2221.81	2277.19	2332.88	37.50
	21.05	21.58	22.11	22.66	23.21	23.79	24.37	24.98	25.59	26.23	26.87	27.54	28.21	28.92	29.62	30.36	31.11	37.50
	19.74	20.23	20.72	21.24	21.76	22.30	22.85	23.42	23.99	24.59	25.19	25.82	26.45	27.11	27.77	28.46	29.16	40.00
	18.80	19.27	19.74	20.23	20.72	21.24	21.76	22.30	22.85	23.42	23.99	24.59	25.19	25.82	26.45	27.11	27.77	42.00
	14.90	15.27	15.64	16.03	16.42	16.83	17.24	17.67	18.11	18.56	19.01	19.49	19.96	20.46	20.96	21.48	22.01	53.00
18	43,107	44,181	45,262	46,390	47,525	48,710	49,901	51,146	52,396	53,703	55,016	56,388	57,767	59,207	60,655	62,167	63,688	18
	1657.96	1699.27	1740.85	1784.23	1827.88	1873.46	1919.27	1967.15	2015.23	2065.50	2116.00	2168.77	2221.81	2277.19	2332.88	2391.04	2449.54	37.50
	22.11	22.66	23.21	23.79	24.37	24.98	25.59	26.23	26.87	27.54	28.21	28.92	29.62	30.36	31.11	31.88	32.66	40.00
	20.72	21.24	21.76	22.30	22.85	23.42	23.99	24.59	25.19	25.82	26.45	27.11	27.77	28.46	29.16	29.89	30.62	42.00
	19.74	20.23	20.72	21.24	21.76	22.30	22.85	23.42	23.99	24.59	25.19	25.82	26.45	27.11	27.77	28.46	29.16	53.00
	15.64	16.03	16.42	16.83	17.24	17.67	18.11	18.56	19.01	19.49	19.96	20.46	20.96	21.48	22.01	22.56	23.11	
19	45,262	46,390	47,525	48,710	49,901	51,146	52,396	53,703	55,016	56,388	57,767	59,207	60,655	62,167	63,688	65,275	66,872	19
	1740.85	1784.23	1827.88	1873.46	1919.27	1967.15	2015.23	2065.50	2116.00	2168.77	2221.81	2277.19	2332.88	2391.04	2449.54	2510.58	2570.00	37.50
	23.21	23.79	24.37	24.98	25.59	26.23	26.87	27.54	28.21	28.92	29.62	30.36	31.11	31.88	32.66	33.47	34.29	40.00
	21.76	22.30	22.85	23.42	23.99	24.59	25.19	25.82	26.45	27.11	27.77	28.46	29.16	29.89	30.62	31.38	32.15	42.00
	20.72	21.24	21.76	22.30	22.85	23.42	23.99	24.59	25.19	25.82	26.45	27.11	27.77	28.46	29.16	29.89	30.62	53.00
	16.42	16.83	17.24	17.67	18.11	18.56	19.01	19.49	19.96	20.46	20.96	21.48	22.01	22.56	23.11	23.68	24.26	
20	47,525	48,710	49,901	51,146	52,396	53,703	55,016	56,388	57,767	59,207	60,655	62,167	63,688	65,275	66,872	68,539	70,216	20
	1827.88	1873.46	1919.27	1967.15	2015.23	2065.50	2116.00	2168.77	2221.81	2277.19	2332.88	2391.04	2449.54	2510.58	2570.00	2636.12	2700.82	37.50
	24.37	24.98	25.59	26.23	26.87	27.54	28.21	28.92	29.62	30.36	31.11	31.88	32.66	33.47	34.29	35.15	36.01	40.00
	22.85	23.42	23.99	24.59	25.19	25.82	26.45	27.11	27.77	28.46	29.16	29.89	30.62	31.38	32.15	32.95	33.76	42.00
	21.76	22.30	22.85	23.42	23.99	24.59	25.19	25.82	26.45	27.11	27.77	28.46	29.16	29.89	30.62	31.38	32.15	53.00
	17.24	17.67	18.11	18.56	19.01	19.49	19.96	20.46	20.96	21.48	22.01	22.56	23.11	23.68	24.26	24.87	25.48	
21	49,901	51,146	52,396	53,703	55,016	56,388	57,767	59,207	60,655	62,167	63,688	65,275	66,872	68,539	70,216	71,966	73,727	21
	1919.27	1967.15	2015.23	2065.50	2116.00	2168.77	2221.81	2277.19	2332.88	2391.04	2449.54	2510.58	2570.00	2636.12	2700.82	2767.92	2835.65	37.50
	25.59	26.23	26.87	27.54	28.21	28.92	29.62	30.36	31.11	31.88	32.66	33.47	34.29	35.15	36.01	36.91	37.81	40.00
	23.99	24.59	25.19	25.82	26.45	27.11	27.77	28.46	29.16	29.89	30.62	31.38	32.15	32.95	33.76	34.60	35.45	42.00
	22.85	23.42	23.99	24.59	25.19	25.82	26.45	27.11	27.77	28.46	29.16	29.89	30.62	31.38	32.15	32.95	33.76	53.00
	18.11	18.56	19.01	19.49	19.96	20.46	20.96	21.48	22.01	22.56	23.11	23.68	24.26	24.87	25.48	26.11	26.75	
22	52,396	53,703	55,016	56,388	57,767	59,207	60,655	62,167	63,688	65,275	66,872	68,539	70,216	71,966	73,727	75,564	77,413	22
	2015.23	2065.50	2116.00	2168.77	2221.81	2277.19	2332.88	2391.04	2449.54	2510.58	2570.00	2636.12	2700.82	2767.92	2835.65	2906.31	2977.42	37.50
	26.87	27.54	28.21	28.92	29.62	30.36	31.11	31.88	32.66	33.47	34.29	35.15	36.01	36.91	37.81	38.75	39.70	40.00
	25.19	25.82	26.45	27.11	27.77	28.46	29.16	29.89	30.62	31.38	32.15	32.95	33.76	34.60	35.45	36.33	37.22	42.00
	23.99	24.59	25.19	25.82	26.45	27.11	27.77	28.46	29.16	29.89	30.62	31.38	32.15	32.95	33.76	34.60	35.45	53.00
	19.01	19.49	19.96	20.46	20.96	21.48	22.01	22.56	23.11	23.68	24.26	24.87	25.48	26.11	26.75	27.42	28.09	
23	55,016	56,388	57,767	59,207	60,655	62,167	63,688	65,275	66,872	68,539	70,216	71,966	73,727	75,564	77,413	79,342	81,284	23
	2116.00	2168.77	2221.81	2277.19	2332.88	2391.04	2449.54	2510.58	2570.00	2636.12	2700.82	2767.92	2835.65	2906.31	2977.42	3051.62	3126.31	37.50
	28.21	28.92	29.62	30.36	31.11	31.88	32.66	33.47	34.29	35.15	36.01	36.91	37.81	38.75	39.70	40.69	41.68	40.00
	26.45	27.11	27.77	28.46	29.16	29.89	30.62	31.38	32.15	32.95	33.76	34.60	35.45	36.33	37.22	38.15	39.08	42.00
	25.19	25.82	26.45	27.11	27.77	28.46	29.16	29.89	30.62	31.38	32.15	32.95	33.76	34.60	35.45	36.33	37.22	53.00
	19.96	20.46	20.96	21.48	22.01	22.56	23.11	23.68	24.26	24.87	25.48	26.11	26.75	27.42	28.09	28.79	29.49	

**2014-2015
BI-WEEKLY AND HOURLY SALARY SCHEDULE**

STEPS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	GR/ HRS
GR																		
24	57,767	59,207	60,655	62,167	63,688	65,275	66,872	68,539	70,216	71,966	73,727	75,564	77,413	79,342	81,284	83,309	85,348	24
	2221.81	2277.19	2332.88	2391.04	2449.54	2510.58	2572.00	2636.12	2700.62	2767.92	2835.65	2906.31	2977.42	3051.62	3126.31	3204.19	3282.62	37.50
	29.62	30.36	31.11	31.88	32.66	33.47	34.29	35.15	36.01	36.91	37.81	38.75	39.70	40.69	41.68	42.72	43.77	40.00
	27.77	28.46	29.16	29.89	30.62	31.38	32.15	32.95	33.76	34.60	35.45	36.33	37.22	38.15	39.08	40.05	41.03	42.00
	26.45	27.11	27.77	28.46	29.16	29.89	30.62	31.38	32.15	32.95	33.76	34.60	35.45	36.33	37.22	38.15	39.08	42.00
	20.96	21.48	22.01	22.56	23.11	23.68	24.26	24.87	25.48	26.11	26.75	27.42	28.09	28.79	29.49	30.23	30.97	53.00
25	60,655	62,167	63,688	65,275	66,872	68,539	70,216	71,966	73,727	75,564	77,413	79,342	81,284	83,309	85,348	87,474	89,615	25
	2332.88	2391.04	2449.54	2510.58	2572.00	2636.12	2700.62	2767.92	2835.65	2906.31	2977.42	3051.62	3126.31	3204.19	3282.62	3364.38	3446.73	37.50
	31.11	31.88	32.66	33.47	34.29	35.15	36.01	36.91	37.81	38.75	39.70	40.69	41.68	42.72	43.77	44.86	45.96	40.00
	29.16	29.89	30.62	31.38	32.15	32.95	33.76	34.60	35.45	36.33	37.22	38.15	39.08	40.05	41.03	42.05	43.08	42.00
	27.77	28.46	29.16	29.89	30.62	31.38	32.15	32.95	33.76	34.60	35.45	36.33	37.22	38.15	39.08	40.05	41.03	42.00
	22.01	22.56	23.11	23.68	24.26	24.87	25.48	26.11	26.75	27.42	28.09	28.79	29.49	30.23	30.97	31.74	32.52	53.00
26	63,688	65,275	66,872	68,539	70,216	71,966	73,727	75,564	77,413	79,342	81,284	83,309	85,348	87,474	89,615	91,848	94,096	26
	2449.54	2510.58	2572.00	2636.12	2700.62	2767.92	2835.65	2906.31	2977.42	3051.62	3126.31	3204.19	3282.62	3364.38	3446.73	3532.62	3619.08	37.50
	32.66	33.47	34.29	35.15	36.01	36.91	37.81	38.75	39.70	40.69	41.68	42.72	43.77	44.86	45.96	47.10	48.25	40.00
	30.62	31.38	32.15	32.95	33.76	34.60	35.45	36.33	37.22	38.15	39.08	40.05	41.03	42.05	43.08	44.16	45.24	42.00
	29.16	29.89	30.62	31.38	32.15	32.95	33.76	34.60	35.45	36.33	37.22	38.15	39.08	40.05	41.03	42.05	43.08	42.00
	23.11	23.68	24.26	24.87	25.48	26.11	26.75	27.42	28.09	28.79	29.49	30.23	30.97	31.74	32.52	33.33	34.14	53.00
27	66,872	68,539	70,216	71,966	73,727	75,564	77,413	79,342	81,284	83,309	85,348	87,474	89,615	91,848	94,096	96,440	98,801	27
	2572.00	2636.12	2700.62	2767.92	2835.65	2906.31	2977.42	3051.62	3126.31	3204.19	3282.62	3364.38	3446.73	3532.62	3619.08	3709.23	3800.04	37.50
	34.29	35.15	36.01	36.91	37.81	38.75	39.70	40.69	41.68	42.72	43.77	44.86	45.96	47.10	48.25	49.46	50.67	40.00
	32.15	32.95	33.76	34.60	35.45	36.33	37.22	38.15	39.08	40.05	41.03	42.05	43.08	44.16	45.24	46.37	47.50	42.00
	30.62	31.38	32.15	32.95	33.76	34.60	35.45	36.33	37.22	38.15	39.08	40.05	41.03	42.05	43.08	44.16	45.24	42.00
	24.26	24.87	25.48	26.11	26.75	27.42	28.09	28.79	29.49	30.23	30.97	31.74	32.52	33.33	34.14	34.99	35.85	53.00
28	70,216	71,966	73,727	75,564	77,413	79,342	81,284	83,309	85,348	87,474	89,615	91,848	94,096	96,440	98,801	101,262	103,741	28
	2700.62	2767.92	2835.65	2906.31	2977.42	3051.62	3126.31	3204.19	3282.62	3364.38	3446.73	3532.62	3619.08	3709.23	3800.04	3894.69	3990.04	37.50
	36.01	36.91	37.81	38.75	39.70	40.69	41.68	42.72	43.77	44.86	45.96	47.10	48.25	49.46	50.67	51.93	53.20	40.00
	33.76	34.60	35.45	36.33	37.22	38.15	39.08	40.05	41.03	42.05	43.08	44.16	45.24	46.37	47.50	48.68	49.88	42.00
	32.15	32.95	33.76	34.60	35.45	36.33	37.22	38.15	39.08	40.05	41.03	42.05	43.08	44.16	45.24	46.37	47.50	42.00
	25.48	26.11	26.75	27.42	28.09	28.79	29.49	30.23	30.97	31.74	32.52	33.33	34.14	34.99	35.85	36.74	37.64	53.00
29	73,727	75,564	77,413	79,342	81,284	83,309	85,348	87,474	89,615	91,848	94,096	96,440	98,801	101,262	103,741	106,325	108,928	29
	2835.65	2906.31	2977.42	3051.62	3126.31	3204.19	3282.62	3364.38	3446.73	3532.62	3619.08	3709.23	3800.04	3894.69	3990.04	4089.42	4189.54	37.50
	37.81	38.75	39.70	40.69	41.68	42.72	43.77	44.86	45.96	47.10	48.25	49.46	50.67	51.93	53.20	54.53	55.86	40.00
	35.45	36.33	37.22	38.15	39.08	40.05	41.03	42.05	43.08	44.16	45.24	46.37	47.50	48.68	49.88	51.12	52.37	42.00
	33.76	34.60	35.45	36.33	37.22	38.15	39.08	40.05	41.03	42.05	43.08	44.16	45.24	46.37	47.50	48.68	49.88	42.00
	26.75	27.42	28.09	28.79	29.49	30.23	30.97	31.74	32.52	33.33	34.14	34.99	35.85	36.74	37.64	38.58	39.52	53.00

CITY OF LINCOLNTON
BUDGETED POSITIONS
Effective July 1, 2014

<u>Position Title</u>	<u>Grade</u>	<u>E or N-E</u>	<u>Bi-Weekly Hours</u>
<u>Administration 10.00.4110</u>			
City Manager		E	75
Asst to City Mgr/City Clerk	18	N-E	75
Admin Support Spec	8	N-E	75
Total Positions: 3			
<u>Human Resources 10.00.4120</u>			
Human Resources Director	22	E	75
HR Benefits Administrator	14	N-E	75
Receptionist/Adm Support Spec	8	N-E	75
Custodian	5	N-E	75
Total Positions: 4			
<u>Finance 10.00.4130</u>			
Finance Director	25	E	75
Accounting Services Manager	18	N-E	75
Utility Customer Service Supv	15	N-E	75
Accountant	14	N-E	75
Senior Customer Services Rep	11	N-E	75
Accounting Technician	10	N-E	75
Accounting Technician	10	N-E	75
Accounting Technician	10	N-E	75
Customer Services Rep	7	N-E	75
Total Positions: 9			

<u>Position Title</u>	<u>Grade</u>	<u>E or N-E</u>	<u>Bi-Weekly Hours</u>
<u>Police Department 10.10.4310</u>			
Police Chief	25	E	80
Police Captain	19	E	80
Police Investigations Lieutenant	17	N-E	80
Community Service/Training Lt.	17	N-E	80
Police Investigations Sergeant	15	N-E	80
Police Lieutenant	16	N-E	84
Police Lieutenant	16	N-E	84
Police Lieutenant	16	N-E	84
Police Lieutenant	16	N-E	84
Police Investigator	14	N-E	80
Police Investigator	14	N-E	80
Police Investigator	14	N-E	80
Police Sergeant	14	N-E	84
Police Sergeant	14	N-E	84
Police Sergeant	14	N-E	84
Police Sergeant	14	N-E	84
Police Officer	12	N-E	80
Police Officer	12	N-E	84
Police Officer	12	N-E	84
Police Officer	12	N-E	84
Police Officer	12	N-E	84
Police Officer	12	N-E	84
Police Officer	12	N-E	84
Police Officer	12	N-E	84
Police Officer	12	N-E	84
Police Officer	12	N-E	84
Police Officer	12	N-E	84
Police Officer	12	N-E	84
Police Officer	12	N-E	84
Police Officer	12	N-E	84
Police Officer	12	N-E	84
Police Officer-School Resource	12	N-E	80
Police Records Supervisor	12	N-E	80
Police Records Clerk	7	N-E	80
Police Records Clerk	7	N-E	80
Police Records Clerk	7	N-E	80
Police Records Clerk	7	N-E	80

Total Positions: 37

<u>Position Title</u>	<u>Grade</u>	<u>E or N-E</u>	<u>Bi-Weekly Hours</u>
<u>Fire Department 10.10.4340</u>			
Fire Chief	23	E	80
Assistant Fire Chief	19	E	80
Fire Captain	16	N-E	106
Fire Captain	16	N-E	106
Fire Captain	16	N-E	106
Fire Inspector	15	N-E	80
Fire Engineer	11	N-E	106
Fire Engineer	11	N-E	106
Fire Engineer	11	N-E	106
Fire Engineer	11	N-E	106
Fire Engineer	11	N-E	106
Fire Engineer	11	N-E	106
Fire Engineer	11	N-E	106
Fire Engineer	11	N-E	106
Fire Engineer	11	N-E	106
Firefighter	9	N-E	106
Firefighter	9	N-E	106
Firefighter	9	N-E	106
Firefighter	9	N-E	106
Firefighter	9	N-E	106
Firefighter	9	N-E	106
Firefighter	9	N-E	106
Firefighter	9	N-E	106
Senior Admin Support Spec	10	N-E	75
Total Positions: 24			
<u>Public Works - Administration 10.20.4510</u>			
Public Works & Utilities Director	27	E	80
Senior Admin Support Spec	10	N-E	80
Admin Support Spec	8	N-E	80
Total Positions: 3			

<u>Position Title</u>	<u>Grade</u>	<u>E or N-E</u>	<u>Bi-Weekly Hours</u>
<u>Public Works - Streets & Property Maintenance 10.20.4520</u>			
Assistant Public Works Director	20	E	80
Public Works Supervisor	16	N-E	80
Street Maint Crew Leader	10	N-E	80
Equipment Operator	8	N-E	80
Equipment Operator	8	N-E	80
Equipment Operator	8	N-E	80
Equipment Operator	8	N-E	80
Equipment Operator	8	N-E	80
Street Maintenance Worker II	7	N-E	80
Street Maintenance Worker I	6	N-E	80
Street Maintenance Worker I	6	N-E	80
Street Maintenance Worker I	6	N-E	80
Total Positions: 12			
<u>Public Works - Equip Services 10.20.4530</u>			
Equipment Services Supt	16	N-E	80
Senior Equip Svcs Mechanic	10	N-E	80
Total Positions: 2			
<u>Public Works - Solid Waste 10.30.4710</u>			
Solid Waste Equip Oper	8	N-E	80
Solid Waste Equip Oper	8	N-E	80
Solid Waste Equip Oper	8	N-E	80
Solid Waste Equip Oper	8	N-E	80
Solid Waste Equip Oper	8	N-E	80
Solid Waste Collector II	7	N-E	80
Solid Waste Collector II	7	N-E	80
Solid Waste Collector I	6	N-E	80
Solid Waste Collector I	6	N-E	80
Solid Waste Collector I	6	N-E	80
Solid Waste Collector I	6	N-E	80
Solid Waste Collector I	6	N-E	80
Solid Waste Collector I	6	N-E	80
Total Positions: 13			

<u>Position Title</u>	<u>Grade</u>	<u>E or N-E</u>	<u>Bi-Weekly Hours</u>
<u>Public Works - General Services 10.30.4740</u>			
General Services Supervisor	12	N-E	80
Property Maintenance Worker II	7	N-E	80
Property Maintenance Worker I	5	N-E	80
Total Positions: 3			
<u>Planning 10.40.4910</u>			
Planning Director	23	E	75
Zoning Administrator	15	N-E	75
Total Positions: 2			
<u>Business & Community Development 10.40.4930</u>			
Business & Comm Dev Dir	19	E	75
Events & Marketing Coordinator	13	N-E	75
Total Positions: 2			
<u>Parks & Recreation 10.80.6100</u>			
Parks & Recreation Director	21	E	40
Senior Admin Support Spec	10	N-E	40
Program Coordinator	15	N-E	40
Parks & Recreation Maint Supv	12	N-E	40
Parks & Recreation Maint Supv	12	N-E	40
Total Positions: 5			

<u>Position Title</u>	<u>Grade</u>	<u>E or N-E</u>	<u>Bi-Weekly Hours</u>
<u>Public Works - Water Treatment 61.91.7100</u>			
Water Treatment Plant Supt	18	E	80
Senior Plant Maint Mech	12	N-E	80
Laboratory Analyst	11	N-E	80
Plant Maintenance Mechanic	10	N-E	80
Treatment Plant Operator	9	N-E	80
Treatment Plant Operator	9	N-E	80
Treatment Plant Operator	9	N-E	80
Treatment Plant Operator	9	N-E	80
Treatment Plant Operator	9	N-E	80
Admin Support Spec	8	N-E	80

Total Positions: 10

Public Works - Distribution & Collection 61.91.7110

Distribution & Coll System Supt	18	E	80
Senior Line Maint Crew Leader	14	N-E	80
Line Maintenance Crew Leader	12	N-E	80
Line Maintenance Crew Leader	12	N-E	80
Plant Maintenance Mechanic	10	N-E	80
Line Maintenance Mechanic	7	N-E	80
Line Maintenance Mechanic	7	N-E	80
Line Maintenance Mechanic	7	N-E	80
Line Maintenance Mechanic	7	N-E	80
Line Maintenance Mechanic	7	N-E	80
Meter Specialist	7	N-E	80
Senior Meter Specialist	9	N-E	80

Total Positions: 12

<u>Position Title</u>	<u>Grade</u>	<u>E or N-E</u>	<u>Bi-Weekly Hours</u>
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Public Works - Waste Water Treatment 61.91.7120

Wastewater Treatment Plt Supt	18	E	80
Pretreatment Technician	13	N-E	80
Laboratory Analyst	11	N-E	80
Plant Maintenance Mechanic	10	N-E	80
Plant Maintenance Mechanic	10	N-E	80
Treatment Plant Operator	9	N-E	80
Treatment Plant Operator	9	N-E	80
Treatment Plant Operator	9	N-E	80
Treatment Plant Operator	9	N-E	80

Total Positions: 9

Public Works - Electric 63.93.7200

Electric Distribution Sys Supt	19	E	80
Electric Distribution Sys Supv	16	N-E	80
Electric Line Technician III	14	N-E	80
Electric Line Technician III	14	N-E	80
Electric Line Technician I	9	N-E	80
Meter Specialist	7	N-E	80
Customer Services Rep	7	N-E	75

Total Positions: 7

Total Public Works Positions 71

Total City Positions: 157

ITEM #

12

*In recognition
of*

***NATHAN C. EUREY
Program Coordinator
Lincolnton Parks and Recreation***

***for his heroic efforts performing CPR
ultimately saving the life of Ed Willis
on Saturday May 5, 2014
at
Highland Drive Park***

***Presented by the
Lincolnton City Council
June 5, 2014***

ITEM #

13

TO: Jeff Emory, City Manager
FROM: Chief R. Jordan
SUBJECT: Life Saving Medal
DATE: May 19, 2014

The purpose of this memo is to request permission from you and council members to honor Officer Jimmy Barlowe by presenting him with the Department's "Life Saving Medal" for an act that went above and beyond the normal scope of duty. If permission is granted, I would like to present this award to Officer Barlowe at the June 2014 City Council Meeting. The department policy on receiving the medal is found below:

Lincolnton Police Department Policy and Procedures Manual Section 300-07 Sub-section- A-4 states the following:

1. Life Saving Medal:

This medal is awarded for an act above and beyond the call of duty that results in the saving of another human life.

On March 17, 2014, Officer Jimmy Barlowe was dispatched to 2446 East Main Street in reference to a customer causing a disturbance. Officer Barlowe cannot explain why, but he drove to 2568 East Main Street, which was not the original dispatch location. He was met by a young woman yelling for help, stating that another young woman was dying or already dead. Officer Barlowe could see the woman was slumped over the steering wheel of the car and was unresponsive. Officer Barlowe immediately began checking for a pulse or sign of breathing and found neither. Officer Barlowe began sternum rakes and yelled at the young woman to see if she would respond. EMS was dispatched to the other location and was not yet on scene.

Officer Barlowe carried the victim from the car and laid her on the grass. Officer Hayes arrived on scene and notified dispatch of the correct location to send EMS to. Officer Barlowe began CPR on the victim and after about six chest compressions, she gasped for air and began to breath and her heart began pumping on its own again. Officer Barlowe remained with her and kept her awake and talking until EMS arrived on scene. Had Officer Barlowe not have driven to the wrong location and immediately began CPR, it is probable that the outcome would have been tragic for this young woman.

While officers are trained in basic first aid and CPR, most officers will go their entire career and not be put in a position to have to utilize the technique. Officer Barlowe went above and beyond his normal call of duty that day and in my belief, saved this young woman's life. The identity of the young woman is being withheld to protect her privacy.

Cc: Donna Flowers
Members of Council

ITEM #

14

City of Lincolnton
Human Resources Department
Overview – June 2014

- Human Resources Staff:
Custodian
Receptionist/Administrative Support Specialist
Personnel Technician
Director
- Mission – Serving the citizens through the employees
- Employees
Recruitment through retirement

ITEM #

15

CITY OF LINCOLNTON

CITY COUNCIL

John O. Gilleland, Jr., Mayor
Larry Mac Hovis, Mayor Pro-Tem
Devin Rhyne
Martin A. Eaddy
John L. Cloninger



CITY MANAGER

JEFF EMORY
jeffemory@ci.lincolnton.nc.us

CITY CLERK

DONNA C. FLOWERS, CMC
donnaflowers@ci.lincolnton.nc.us

CITY ATTORNEY

THOMAS J. WILSON, JR.

MEMORANDUM

TO: Mayor and City Council Members

FROM: Jeff Emory, City Manager

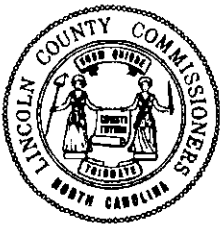
SUBJECT: Inter- Local Agreement with Lincoln County Regarding
Mass Communications

DATE: May 30, 2014

I am recommending that the City enter into an inter-local agreement with Lincoln County concerning reverse 911 services. This is the mass communication system that was put in place three years ago to provide emergency alert calls and/or text or emails to Lincoln County citizens regarding potential hazardous weather. There is also a part of the system that will allow each entity to send general messages.

The County is entering into an agreement with a new provider for these services. The County will still be the lead administrator of the program. The initial contract included participation by Lincoln County Schools. They now use their own system. In reviewing the calls that have been made since the original 2011 contract it has been determined that the City's expense for next fiscal year will be \$7,384.00. It is estimated that in fiscal year 2016 & 2017 the City will pay \$6,836.00.00. The Recreation Department is a big user of this program. It is also used by other departments as well. I would like to expand the usage of this program for our citizens on numerous items as we move forward.

I believe the cost of \$7,400.00 is well worth the benefit we get from this system. I would recommend the City enter into the agreement with Lincoln County for mass notification services with the new Everbridge system. If you have any questions or comments please contact me.



COUNTY OF LINCOLN, NORTH CAROLINA

115 WEST MAIN STREET, 3RD FLOOR CITIZENS CENTER • LINCOLNTON, NORTH CAROLINA 28092

OFFICE OF THE COUNTY MANAGER
W. TRACY JACKSON, COUNTY MANAGER
MARTHA W. LIDE, ASST. COUNTY MANAGER
(704) 736-8471
FAX (704) 736-8820

Lincoln County Board of County Commissioners

Agenda Item Memorandum

Interlocal Agreement with City of Lincolnton for Mass Notification System

It is recommended that the Board approve the attached Interlocal Agreement with the City of Lincolnton for a mass notification system. A previous Interlocal Agreement for this service was approved April 2011. At that time, Lincoln County, the City of Lincolnton and the School Board participated in the Interlocal Agreement. The School Board has since withdrawn participation in favor of their current notification system. The attached agreement updates the Interlocal Agreement to a just the price due to the School Board no longer participating, to more accurate reflection of usage, and include the new contract cost with Everbridge for these services.

Date Submitted:	May 19, 2014
Department Making Request:	Communications
Meeting Date Requested:	June 2, 2019
Person Making Presentation:	Coral Saunders
Motion Requested:	Interlocal Agreement for Mass Notification Services

Description:

What is the funding source?	General Fund – Communications/ City of Lincolnton
Is this a state or federal mandate?	No
How will this benefit Lincoln County?	Share cost of these services with the City of Lincolnton.
Is there a potential downside?	While contract cost has gone down, due to School Board no longer participating, City costs increased.
What are the consequences if not approved?	Emergency notification services will not be available to Lincolnton citizens
Staff's recommendation?	Approval

- Will a public hearing be required? ☐ Yes ☒ No
- Will an official signature be required? ☒ Yes ☐ No
- Pre-audit Review by Finance Director completed? ☒ Yes ☐ No ☐ N/A
- Review by County Attorney completed? ☒ Yes ☐ No ☐ N/A

Manager's Recommendation/Comments: _____

Date: ____/____/____ Signature: _____

INTERLOCAL AGREEMENT AMONG LINCOLN COUNTY, AND THE
CITY OF LINCOLNTON CONCERNING REVERSE 911 SERVICES

Whereas, Lincoln County and the City of Lincolnton have agreed to work cooperatively to contract for Reverse 911 Services in order to improve emergency alerting for the each of the entities; and

Whereas, after an analysis and comparison of companies offering Reverse 911 Services, the parties have decided that services offered by Everbridge are most cost effective and compatible with our needs; and

Whereas, all parties recognize that by working together we can improve services to all and save money overall; and

Whereas, the parties have authority to execute this Interlocal Agreement pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes;

Now therefore, for and in consideration of the mutual promises and covenants herein contained, all parties agree as follows:

1. Lincoln County will enter into a three year service agreement with Everbridge for reverse 911 services and will be the primary signatory on said agreement, but costs will be divided among the parties to this Interlocal Agreement as hereinafter set forth.
2. Each party agrees to participate and contribute to the cost of the Everbridge services as outlined below. The services provided will include unlimited Voice, SMS, Text, E-mail, Desktop, and Paging.

	Lincoln County	City of Lincolnton	Total
July 1, 2014 - June 30, 2015	\$22,150.08	\$7,384.00	\$29,534.08
	Lincoln County Estimated Cost	City of Lincolnton Estimated Cost	
July 1, 2015 – June 30, 2016	\$20,509.78	\$6,836.59	\$27,346.37
July 1, 2016 – June 30, 2017	\$20,509.78	\$6,836.59	\$27,346.37

3. In March 2015, and in March 2016, the parties will conduct an analysis of Everbridge System usage and will divide the costs for the next fiscal year.
 - a. We will determine the percentage of alerts used for LincAlerts and LincInfo.
The County will pay: Value of the total contract X the percentage of LincAlerts
 - b. We will determine the percentage of LincInfo alerts used by each agency.
The City will pay: Value of the total contract X the percentage of LincInfo alerts X the percentage of LincInfo Alerts used by the City
4. The County will pay: Value of the total contract X the percentage of LincInfo alerts X the percentage of LincInfo alerts used by non-city agencies. Either party who desires to terminate this Agreement must notify the non-terminating party in writing one hundred eighty (180) days prior to the date of termination of its participation in order to allow the non-terminating party

sufficient time to secure other services or identify funds needed to continue the service. This Agreement may be amended as may be agreed by the parties in writing.

5. The Everbridge Services in Lincoln County will be called "Lincoln Alerts," and "LincInfo" and all parties agree to participate reasonably in public relations campaigns to advertise and publicize the service.
6. Each party to the agreement will assign one contact person to coordinate and administer the Reverse 911 services for its organization. Lincoln County will take the lead role as overall "Administrator" for any overall coordination issues but will consult the other parties if any decision may reasonably affect service.

Lincoln County

Tracy Jackson, Lincoln County Manager

City of Lincoln

Jeff Emory, Lincoln City Manager

ITEM #

16

CITY OF LINCOLNTON

CITY COUNCIL

John O. Gilleland, Jr., Mayor
Larry Mac Hovis, Mayor Pro-Tem
Devin Rhyne
Martin A. Eaddy
John L. Cloninger



CITY MANAGER

JEFF EMORY
jeffemory@ci.lincolnton.nc.us

CITY CLERK

DONNA C. FLOWERS, CMC
donnaflowers@ci.lincolnton.nc.us

CITY ATTORNEY

THOMAS J. WILSON, JR.

MEMORANDUM

TO: Mayor and City Council Members

FROM: Jeff Emory, City Manager

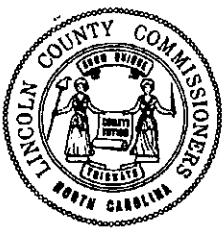
SUBJECT: Proposed City-County Agreements

DATE: May 30, 2014

I have received a written response from Lincoln County regarding the last offer made by the City of Lincolnton regarding the proposed agreements that have been discussed between the City and County.

The County has agreed to purchase water at a price of \$1.15 per gallon. They also agree to the original set points at which the City will take over maintenance of County sewer systems. The County is not willing to bill any sewer only customers for the City. I assume this means there will be no fire contract adopted at this time. I will verify this with the County Manager. Last, the County has proposed a new tier system whereby the City would pay for 911 and animal control services. You will see the amounts for each five years. The comments the county makes after the initial five years are something I think we should pay close attention to.

Here is what I believe the County is saying regarding #4. At the end of five years we can provide our own 911 services or we will go back to the original County proposal, which included some pretty hefty fees for 911 and animal control. Should you have any questions or comments regarding the letter from the County please feel free to contact me.

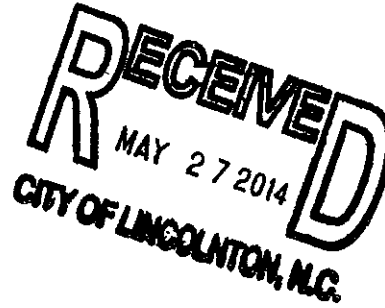


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FAX (704) 736-8820

Mr. Jeff Emory
Lincolnton City Manager
114 West Sycamore Street
Lincolnton, NC 28092



May 20, 2014

Dear Jeff:

At a recent meeting of the Lincoln County Board of Commissioners, there was lengthy consideration of the points you sent to me on May 9th concerning the proposed agreements between the City and the County. After much discussion, the Board of Commissioners reached the following consensus:

1. The County agrees to the City's proposed rate of \$1.15 per 1,000 gallons of water for a term of ten (10) years. The purchase amount will be adjusted as per the language that has previously been agreed to by each party.
2. The County agrees to the conditions whereby the City will take over maintenance and ownership of various facilities based on a specific water purchase amount by the County.
3. The County declines the opportunity to bill utility customers for the City.
4. The County wishes the City to pay for Animal Services and 9-1-1 on an incremental basis for five (5) years as follows:

- Year 1: \$110,000
- Year 2: \$120,000
- Year 3: \$130,000
- Year 4: \$140,000
- Year 5: \$150,000

At the end of the five year period, the County will provide two options for the provision of Animal Services and 9-1-1:

- a) The City can pay for Animal Services and 9-1-1 on a per call basis based on operating costs, or
- b) The City can elect to assume responsibility for the provision of these services within the City of Lincoln

Do not hesitate to contact me if you have any questions. Please share this information with the Mayor and City Council, and let me know if any further clarification is necessary. Thank you for your time and consideration in this matter.

Respectfully,

A handwritten signature in black ink, appearing to read "W. Tracy Jackson". The signature is fluid and cursive, with the first name "W. Tracy" and last name "Jackson" clearly distinguishable.

W. Tracy Jackson
County Manager

Cc: Alex Patton, Chairman

ITEM #

17

Donna Flowers

From: Rodney Jordan
Sent: Monday, May 19, 2014 2:37 PM
To: Jeff Emory
Cc: Donna Flowers
Subject: Linwood Drive Speed Issue

Mr. Emory,

On Friday, May 16, 2014, I met with Pat Ballard at the Century 21 Real Estate Office in Boger City. We talked about different options for Linwood Drive and both agreed that I would suggest to Council that we place a stop sign at the end of Linwood Dr. at Battleground road and another sign up the hill at the curve saying "Stop Ahead". We will also suggest that a couple of more speed limit signs be erected near that portion of the street to be better seen. I will also work with the school to find out what needs to take place to have the road marked as a school zone. We both agreed that I would do the presentation at the June Council Meeting and realize we would have to wait for a public hearing on the stop sign for the July 2014 meeting.

Please let me know if this is satisfactory to present and let me know if I can do so at the June Council Meeting.

Thanks,

Chief

ITEM #

18

***CITY COUNCIL
MEMBERS***

***PLEASE
BRING YOUR CALENDAR
TO DISCUSS AVAILABLE
DATES***

THANK YOU

ITEM #

19

CITY OF LINCOLNTON

CITY COUNCIL

John O. Gilleland, Jr., Mayor
Larry Mac Hovis, Mayor Pro-Tem
Devin Rhyne
Martin A. Eaddy
John L. Cloninger



CITY MANAGER

JEFF EMORY
jeffemory@ci.lincolnton.nc.us

CITY CLERK

DONNA C. FLOWERS, CMC
donnaflowers@ci.lincolnton.nc.us

CITY ATTORNEY

THOMAS J. WILSON, JR.

MEMORANDUM

TO: Mayor and City Council Members

FROM: Jeff Emory, City Manager 

SUBJECT: List of City Grant and Incentive Programs

DATE: May 30, 2014

The Mayor asked that I provide an update on the various grant and incentive programs the City currently has in place. I have provided a summary of each of these attached to this memorandum. You will note that the Façade Grant program and the Architectural Grant program are included in the City's annual operating budget in the Central Business Enhancements line item in the Business and Community Development budget. The incentive grant program for Substantial Building Rehabilitation is the most recent program approved whereby a substantial building rehab is eligible for reimbursement of ten dollars per one hundred dollars of assessed value. The revolving loan program is for the primary purpose of buying or restoring DDA owned property for whom ordinary financing is not available.

Should you have any questions or comments regarding these programs, please feel free to contact me prior to the meeting.



Redevelopment Incentives for Downtown Including MS, STMS and Other NC Communities

City	Facade Grant Program	Revolving or Special Loan Funds	Other Incentive	Other Incentive
Lincolnton	Incentive Grant Program for Storefront Rehabilitation: Provides 50% of the total cost of approved projects up to \$40 per linear foot of front facade of buildings more than 50 years old. Side facades are eligible on corner buildings and buildings where the side facade is clearly visible from a public right-of-way as the result of a missing building or change in building setback. (If a building has more than one eligible facade, each facade is considered separately. See Example) Rear facades are ineligible to receive grant funds. Funded from city budget.	Downtown Development Association of Lincolnton, Inc established its Redevelopment Venture Fund to actively participate in real estate development projects in downtown. Gives preferential consideration for rehabilitation and renovation for individual buildings of architectural and cultural significance;; allows for purchase of properties for resale, with protective covenants in place as necessary; lend funds, secured by mortgages, to persons wishing to buy and/or restore DDA held property but for whom ordinary financing is unavailable;	Incentive Grant Program for Substantial Building Rehabilitation:: Provides \$10.00 per \$100 (10%) of assessed value which assures that the rehabilitation incentive operates within the context of the building's local real estate market, for commercial buildings over 50 years old,, expenditures must exceed 50% of the improvements value of the building-- within 24 months. Funded from city budget	Architectural Services Grant Program: Incentive to encourage good design projects which capitalize on the rehabilitation of existing properties and/or the introduction of sympathetic new building design. Provides 50% of the design cost of up to \$2,500. Revenue generating business or residential property eligible for listing on the National Register of Historic Places or in an NR District in which design drawings will facilitate the reuse of the building and/or property with priority given to adaptive reuse of white elephant buildings, infill new construction & conversion of upper story space into residential dwelling unit(s). Funded from city budget

ITEM #

20

June 2014 Council Meeting
Executive Summary
April 2014 Year-To-Date

Comparative for Budgetary Purposes - After Closing 2013 Fiscal Year

		13-14	% of Budget	12-13	Difference
General Fund					
Fund 10	Revenues	7,801,582.41	73.72%	7,568,859.45	232,722.96
	Expenses	7,621,626.55	74.55%	7,744,970.67	(123,344.12)
	Difference	179,955.86		(176,111.22)	356,067.08
Water & Sewer Fund					
Fund 61	Revenues	6,931,257.16	76.47%	7,024,889.35	(93,632.19)
	Expenses	7,085,326.31	82.38%	6,922,234.75	163,091.56
	Difference	(154,069.15)		102,654.60	(256,723.75)
Electric Fund					
Fund 63	Revenues	6,623,520.22	84.20%	6,209,261.53	414,258.69
	Expenses	5,744,381.42	93.50%	5,602,462.47	141,918.95
	Difference	879,138.80		606,799.06	272,339.74
Overtime		251,710.75		241,045.83	10,664.92

ITEM #

21

***NO BACK UP PROVIDED
TO CITY CLERK
FOR THIS ITEM***

***(SHOULD BE PROVIDED
AT THE CITY COUNCIL
MEETING)***