A G E N D A

LINCOLNTON CITY COUNCIL

June 25, 2015

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 <u>PUBLIC COMMENT</u> 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

A G E N D A

LINCOLNTON CITY COUNCIL

June 25, 2015

7:00 p.m.

CALL TO ORDER – Mayor Gilleland

PLEDGE OF ALLEGIANCE

1. Approval of Regular Agenda

2. Approval of ***CONSENT AGENDA:***

All items placed under the Consent Agenda are considered routine, to be enacted by one motion without discussion. If a member of the Governing Body requests discussion of an item, the item will be removed from the Consent Agenda and considered separately.

3. Minutes of the following meeting:
   - May 7th, 2015 – Budget Work session
   - May 7th, 2015 - Regular Meeting
   - June 4, 2015 – Regular Meeting
   - June 4, 2015 – Closed Session

REGULAR AGENDA

PUBLIC HEARING

4. CUP-01-15 – Application from Bob Colvard requesting renewal of a conditional use permit issued in 2013 to construct mini warehouse units in the NB District. The subject property is located at the northwest corner of West NC Highway 150 and Hilltop Road. The parcel address is 944 West NC Highway 150 (Parcel ID 22706)

Laura Simmons, Planning Director

CONTRACTS

(C-13-15)

5. Proposed contract between the City and TASER International for 32 body cameras for the Lincolnton Police Department -

Rodney Jordan, Chief of Police

(C-14-15)

6. Proposed contract between the City and Lincoln County – Route 90 Customers

Jeff Emory, City Manager

(C-15-15)

7. Proposed contract for Design for improvements to East Main Street – Generals Blvd Intersection to TGS Engineers in the amount of $ 54,641.08

Laura Simmons, Planning Director

OTHER BUSINESS

8. Information regarding Smart Growth Incentive Grant Applications

Vicki Davis, Director of B&CD

9. Request for approval for 2016 events as necessary to proceed with securing talent and planning

Brooke Sherrill, Chair
Downtown Development Association

10. Report on potential sale price of current items related to the depot on GovDeals (1) Caboose (2) Depot (3) Semaphore (4) Metal Building (5) Antique Railroad Call Box

Jeff Emory, City Manager

OTHER BUSINESS

11. Update on City properties in disrepair

TJ Wilson, City Attorney

12. Monthly Financial & Overtime Report

Jeff Emory, City Manager

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

WILL BE MAILED

UNDER SEPARATE COVER

WHEN COMPLETE

OR REMOVED FOR APPROVAL

AT THE AUGUST 13th MEETING

ITEM

4

MEMO TO: Mayor and City Council Members

THROUGH: Jeff Emory, City Manager

FROM: Laura Elam, Planning Director

SUBJECT: Conditional Use Permit application renewal from Bob Colvard (CUP-1-2015)

DATE: June 25, 2015

BACKGROUND

On April 1, 2010, the Lincolnton City Council issued the original conditional use permit to Bob Colvard to construct a mini-warehouse complex (105 units) on property located at the northwest corner of West NC Highway 150 and Hilltop Road. The address of the property is 944 West NC Highway 150 (Parcel ID 22706). (See attached map). A copy of the conditions and approval are attached to this report.

The applicant asked for an extension in 2013 and the council extended the permit for 24 months. The permit expired on May 2, 2015 and the applicant is asking for an additional 24 month extension.

Section 153.243 of the Lincolnton Unified Development ordinance states that the applicant has twenty-four (24) months from the date of issuance of the conditional use permit to secure a building permit for the project. If the applicant does not secure a building permit within that period, the Zoning Administrator notifies the applicant and within sixty (60) days of the notification, the Planning Board makes a recommendation concerning rescinding or extending the conditional use permit to the City Council. The City Council, after having conducted a public hearing to consider the matter, may extend the life of the conditional use permit for a specified period of time or rescind the permit.

ACTIONS BY APPLICANT SINCE 2013

Since the renewal of the conditional use permit in 2013, no activity has taken place and no building permits have been issued. The owner has applied for an extension asking that the permit be renewed so that he would be allowed to build the mini warehouse units.

CONCLUSIONS AND RECOMMENDATION

The applicant is not asking for any changes to the permit or the conditions attached to it by the City Council when it was approved originally on April, 1 2010 and extended in 2013. Planning Board and Staff recommend that the permit be extended for a period of two (2) years.

April 5, 2010

Bob Colvard
PO Box 1615
Lincolnton, NC 28093

Dear Mr. Colvard:

The Lincolnton City Council held a public hearing on April 1, 2010 to consider your request for a conditional use permit to construct mini warehouse units in the NB District at 944 West NC Highway 150.

After consideration by the Council, your request was approved with the following conditions:

1. Setback of buildings will need to be altered due to right of way of street and adjoining residential properties.

2. Proposed use and gross floor areas and height of each building must be shown on plan.

3. Approximate completion time of the building must be identified on the plan.

4. Parking and Circulation plans. Showing type of surfacing to be used on property.

5. Detailed landscaping plan, including street trees, parking lot landscaping, and screening information must be provided.

6. Driveway access into property must be a minimum of 24 feet wide and a maximum of 36 feet wide. The Hilltop Drive access will likely need to be moved further north to comply with NCDOT requirements.

7. Need to show wooded areas that will remain on site.

8. Specific impervious surface amount needs to be shown on site plan to make sure water supply watershed standards are met.

9. Driveway permits must be obtained from NCDOT for access onto both Hilltop Road and NC 150.

10. All utilities must be shown. Both existing and proposed.

11. All storm water on site must be diverted so as not to affect adjacent property owners or street.

12. Erosion control permit must be obtained from Lincoln County.

13. All building and fire code standards must be met.

14. No sidewalks will be required.

Please contact me at 704-736-8930 so that we can arrange a time to meet concerning these conditions.

Sincerely,

Mark Carpenter,
Zoning Administrator

Cup210f1

Lincoln County, NC

Office of the Tax Administrator, GIS Mapping Division

Lincoln County and its mapping contractors assume no legal responsibility for the information contained on this map. This map is not to be used for land conveyance. The map is based on NC State Plane Coordinate System 1983 NAD.

Date: 4/2/2013 Scale: 1 Inch = 157 Feet

PHOTOS

PARCEL INFORMATION FOR 3623-30-4279

Parcel ID	**22706**	**Owner**	COLVARD BOBBY R COLVARD KAWNA		
Map	**3623-18**	**Mailing**	1862 K C LN		
Account	46935	**Address**	PO BOX 1615 LINCOLNTON NC 28093-1615		
Deed	2023-132	**Recorded**	4/3/2008	**Sale Price**	$50
Land Value	$138,006	**Total Value**	$167,074	**Previous Parcel**	

----- All values are for tax year 2013. -----

Subdivision	Lot 3 BOBBY R COLVARD	**Plat**	15-
Description	3 BOBBY R COLVARD	**Deed Acres**	0
Address	944 W NC 150 HWY	**Tax Acres**	2.2
Township	LINCOLNTON	**Tax/Fire District**	CROUSE

Main Improvement	C/BLOCK SHOP 24'X 50'			**Value**	$23,10
Main Sq Feet	1200	**Stories**	1	**Year Built**	1980

Zoning District	**Calculated Acres**	**Voting Precinct**	**Calculated**
N-B	2.27	LOVE MEMORIAL (LM16)	
Watershed Class		**Sewer District**	
WS-IVP	2.27	Not in the sewer district	

2000 Census County	**Tract**	**Block**
37109	070400	1001
37109	070400	1002

Flood	**Zone Description**	**Panel**
X	NO FLOOD HAZARD	3710362200
X	NO FLOOD HAZARD	3710362300

Google earth

feet 10

meters 4

Google earth

feet 10
meters 4

30 0 50 100 150

GRAPHIC SCALE - FEET

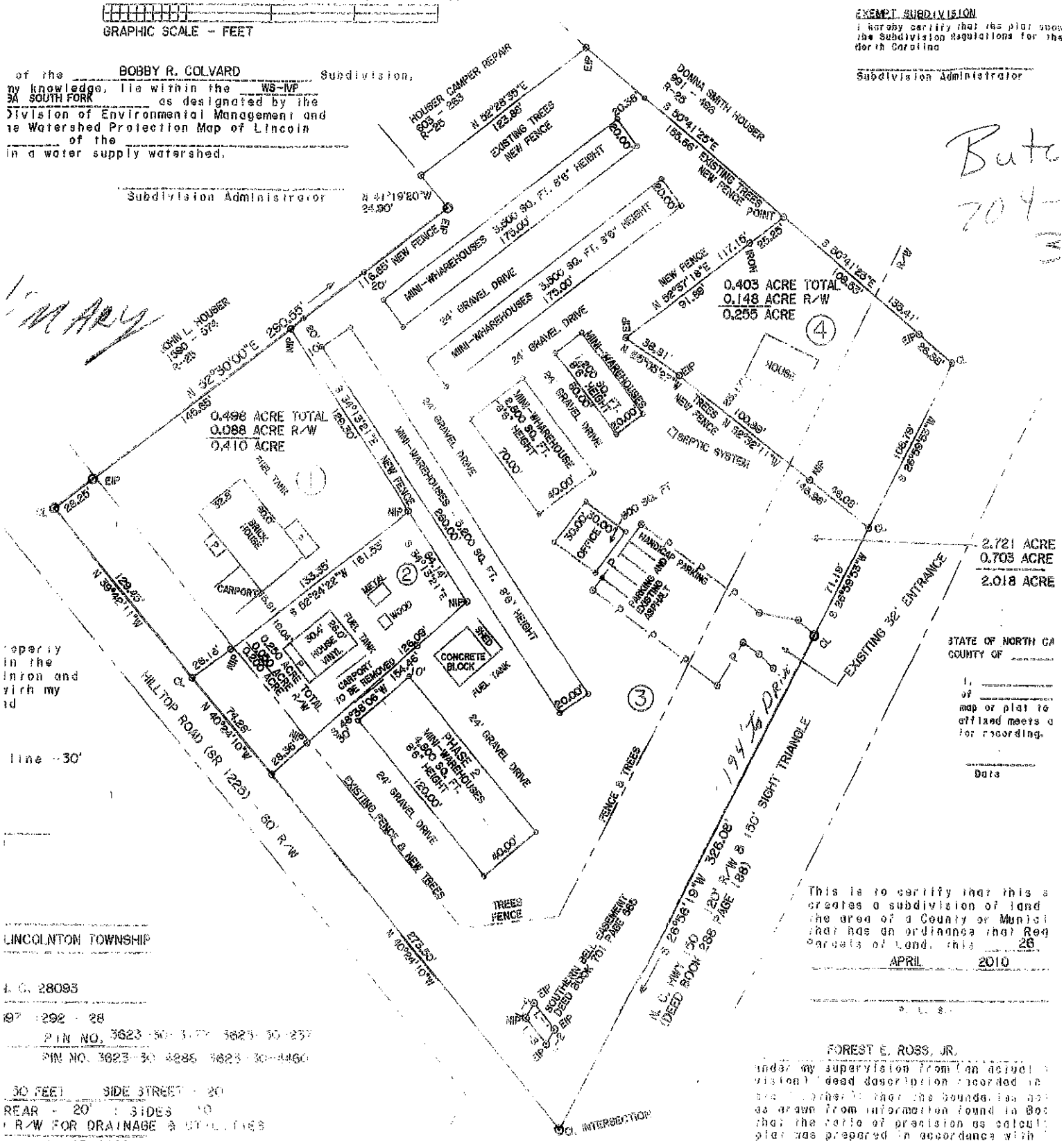
of the BOBBY R. COLVARD Subdivision,
my knowledge, lie within the WS-IVP
9A SOUTH FORK as designated by the
Division of Environmental Management and
he Watershed Protection Map of Lincoln
of the
in a water supply watershed.

Subdivision Administrator

EXEMPT SUBDIVISION
I hereby certify that the plat show
the Subdivision Regulations for the
North Carolina

Subdivision Administrator

Butc
704-



STATE OF NORTH CA
COUNTY OF

I,
of
map or plat to
affixed meets a
for recording.

Date

This is to certify that this s
creates a subdivision of land
the area of a County or Munici
that has an ordinance that Req
parcels of Land, this 26
APRIL 2010

FOREST E. ROSS, JR.
under my supervision from (an actual
vision) deed description recorded in
that the boundaries not
as drawn from information found in Boo
that the ratio of precision as calcul
plat was prepared in accordance with
ness my original signature, registrat
day of APRIL A.D
Witness my hand and seal this 26

Surveyor
L - 3720
Registration N

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line -30'

LINCOLNTON TOWNSHIP

L. C. 28083

197 292 28
PIN NO. 3623-30-3777 3623-30-2377
PIN NO. 3623-30-4285 3623-30-4460

30 FEET SIDE STREET - 20
REAR - 20' SIDES 10
R/W FOR DRAINAGE & UTILITIES
ON: 11-05-2009
OR N L-855
NAL SURVEYOR L-3720
TEL. NO. 704-735-6032

ion of
ability of
system.

COURSE	BEARING	DISTANCE
L-1	S 39°05'28"E	20.00'
L-2	S 28°58'45"W	9.36'
L-3	N 39°23'55"W	19.90'
L-4	N 28°40'59"E	10.00'

326
33
194

ITEM

5

CITY OF LINCOLNTON POLICE DEPARTMENT

RODNEY JORDAN • CHIEF OF POLICE

PO BOX 617 • 627 EAST MAIN STREET
LINCOLNTON, NORTH CAROLINA 28093-0617
PHONE: (704) 736-8900 • FAX: (704) 736-8904

TO: Jeff Emory, City Manager
FROM: Chief R. Jordan
SUBJECT: Body Camera Contract
DATE: June 10, 2015

I have enclosed a quote from TASER International for the cameras and storage for the Evidence.com system. The quote is what they utilize as their contract. If Council approves and signs the contract we are obligated to five years of service with TASER. This includes free replacement at the end of year two and five as well as complete replacement warranty on any camera that breaks down during the length of the contract. They are also giving us two additional banks of docking chargers that would have cost about $3,000. The five year breakdown is as follows:

Year one:	$31,467
Year two:	$21,120
Year three	$21,120
Year four	$21,120
Year five	$21,120

The first year has already been approved in our budget and as I stated before, we will utilize the $7,000 DAG money we received this year from the Federal Equitable Distribution funds to assist. Steve advised we could roll that money over and utilize it toward the purchase. We are also, as you know, applying for a grant to see if we can get any money back toward the project - up to a possibility of $48,000.

I want to thank you and Council again for supporting and seeing the need for this valuable tool at this time in the law enforcement profession. I feel that it is extremely important to not only have the cameras but to agree to the storage service which provides a detailed log of each time the video is viewed and by whom. It will also save money over the length of the contract in regards to the time it takes us to download and store the video as well as make it much easier to get the video to the district attorney's office. I honestly feel that the cameras and the storage are a benefit to both the city and the citizens we serve.

TASER International

Protect Truth

17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737
Fax:

Brian Greene
(704) 736-8900
bgreene@lincolntonpolice.com

Quotation

Quote: Q-22258-2
Date: 6/9/2015 12:09 PM
Quote Expiration: 7/31/2015
Contract Start Date*: 7/31/2015
Contract Term: 5 years

Bill To:
LINCOLNTON POLICE DEPT. - NC
P.O. BOX 617
Lincolnton, NC 28093
US

Ship To:
Brian Greene
LINCOLNTON POLICE DEPT. - NC
627 E. MAIN ST.
Lincolnton, NC 28092
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Tanner McCormick	480-905-2000	tmccormick@taser.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

Cameras & Hardware & Evidence.Com
(Due Net 30)

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT ($)	NET TOTAL
32	73030	CAMERA SYSTEM, AXON FLEX	USD 599.00	USD 19,168.00	USD 19,168.00	USD 0.00
32	73021	MULTI-MOUNTING OPTION KIT, FLEX	USD 199.95	USD 6,398.40	USD 0.00	USD 6,398.40
10	73036	CONTROLLER, HOLSTER, BELT CLIPS, FLEX	USD 29.95	USD 299.50	USD 0.00	USD 299.50
2	70026	EVIDENCE.COM DOCK, AXON SIX BAY	USD 1,495.00	USD 2,990.00	USD 0.00	USD 2,990.00
2	70026	EVIDENCE.COM DOCK, AXON SIX BAY	USD 1,495.00	USD 2,990.00	USD 2,990.00	USD 0.00
32	73058	LOW RIDER, HEADBAND, LARGE, FLEX	USD 54.95	USD 1,758.40	USD 1,758.40	USD 0.00
32	85078	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT	USD 660.00	USD 21,120.00	USD 0.00	USD 21,120.00
640	85401	INCLUDED STORAGE, 20 GBS PER ULTIMATE LICENSE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
22	73006	CONTROLLER, HOLSTER, STANDARD UNIFORM, CLIP, FLEX	USD 29.95	USD 658.90	USD 0.00	USD 658.90
					Cameras & Hardware & Evidence.Com (Due Net 30) Total Before Discounts:	USD 55,383.20
					Cameras & Hardware & Evidence.Com (Due Net 30) Net Amount Due:	USD 31,466.80

Evidence.Com & Storage Year 2 Due 2016

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT ($)	NET TOTAL
32	85078	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT	USD 660.00	USD 21,120.00	USD 0.00	USD 21,120.00
640	85401	INCLUDED STORAGE, 20 GBS PER ULTIMATE LICENSE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
					Evidence.Com & Storage Year 2 Due 2016 Total Before Discounts:	USD 21,120.00
					Evidence.Com & Storage Year 2 Due 2016 Net Amount Due:	USD 21,120.00

Evidence.com & Storage Year 3 Due 2017

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT ($)	NET TOTAL
32	85078	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT	USD 660.00	USD 21,120.00	USD 0.00	USD 21,120.00
640	85401	INCLUDED STORAGE, 20 GBS PER ULTIMATE LICENSE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
					Evidence.com & Storage Year 3 Due 2017 Total Before Discounts:	USD 21,120.00
					Evidence.com & Storage Year 3 Due 2017 Net Amount Due:	USD 21,120.00

Evidence.Com & Storage Year 4 Due 2018

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT ($)	NET TOTAL
32	85078	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT	USD 660.00	USD 21,120.00	USD 0.00	USD 21,120.00
640	85401	INCLUDED STORAGE, 20 GBS PER ULTIMATE LICENSE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
					Evidence.Com & Storage Year 4 Due 2018 Total Before Discounts:	USD 21,120.00
					Evidence.Com & Storage Year 4 Due 2018 Net Amount Due:	USD 21,120.00

Evidence.Com & Storage Year 5 Due 2019

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT ($)	NET TOTAL
32	85078	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT	USD 660.00	USD 21,120.00	USD 0.00	USD 21,120.00
640	85401	INCLUDED STORAGE, 20 GBS PER ULTIMATE LICENSE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
					Evidence.Com & Storage Year 5 Due 2019 Total Before Discounts:	USD 21,120.00
					Evidence.Com & Storage Year 5 Due 2019 Net Amount Due:	USD 21,120.00

Subtotal	USD 115,946.80
Estimated Shipping & Handling Cost	USD 134.51
Estimated Tax	USD 7,826.42
Grand Total	USD 123,907.73

- All Cameras are under full warranty
- Under the Ultimate program you will be recieveing brand new cameras at 2.5 years and 5 years
- All pro features of Evidence.com
- 2 free docking stations at $1495 each

TASER International, Inc.'s Sales Terms and Conditions for Direct Sales to End User Purchasers

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers or, in the alternative, TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers for Sales with Financing if your purchase involves financing with TASER. If your purchase includes the TASER Assurance Plan (TAP), then you are also agreeing to TASER's current Sales Terms and Conditions for the AXON Flex™ and AXON Body™ Cameras TASER Assurance Plan (U.S. Only) and/or Sales Terms and Conditions for the X2/X26P and TASER CAM HD Recorder TASER Assurance Plan (U.S. Only), as applicable to your product purchase. All of the sales terms and conditions, as well as, the TAP terms and conditions are posted at http://www.taser.com/sales-terms-and-conditions. If your purchase includes AXON hardware and/or EVIDENCE.com services you are also agreeing to the terms in the EVIDENCE.com Master Service Agreement posted at https://www.taser.com/serviceagreement14. If your purchase includes Professional Services, you are also agreeing to the terms in the Professional Service Agreement posted at https://www.taser.com/professional-services-agreement. If your purchase includes Integration Services, you are also agreeing to the terms in the SOW posted at https://www.taser.com/integrationstatementofwork14. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature: _____ **Date:** _____

Name (Print): _____ **Title:** _____

PO# (if needed): _____

Please sign and email to Tanner McCormick at tmccormick@taser.com or fax to

THANK YOU FOR YOUR BUSINESS!

ITEM

6

CITY OF LINCOLNTON

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: Route Ninety Utility Customers

DATE: May 29, 2015

I informed Council Members recently in an email that I was working with County Manager Kelly Atkins on another approach to address the issue with our route 90 utility customers. Kelly is having the county attorney draw up some type of memorandum of understanding for the city and county governing bodies to consider. What we are now talking about is an arrangement whereby the city will bill all of the route 90 customers, including the county water customers. This would give us authority to cut off water service in the event a customer did not pay their utility bill in full, including sewer.

Under this proposal the County would continue to own and maintain the infrastructure, and the City would keep a percentage of water revenue from the County as an administrative reimbursement. I am greatly appreciative of Lincoln County considering this proposal, and hopefully will be in a position to bring something to you in the next few weeks. Should you have any questions please contact me.

114 WEST SYCAMORE STREET • P.O. BOX 617 • LINCOLNTON, NORTH CAROLINA 28093-0617
PHONE (704) 736-8980 • FAX (704) 736-8995

ITEM

7

MEMO TO: Mayor and City Council Members

THROUGH: Jeff Emory, City Manager

FROM: Laura Elam, Planning Director

SUBJECT: Award of Contract for Design of Improvements to Intersection of East Main Street and Generals Boulevard

DATE: June 25, 2015

BACKGROUND

Earlier this year, City Council selected TGS Engineers to perform design services for the planned improvements to the intersection of East Main Street and Generals Boulevard. TGS then submitted a draft cost estimate for those services. NCDOT has finalized a pre-award audit of the cost estimate and we are now ready to enter into contract with TGS. The contract is enclosed and includes the following services for $54,641.08.

- Roadway design and intersection layout,
- Hydraulic and erosion control design,
- Verifying and updating topographic survey,
- Signal design,
- Environmental planning documentation, and
- Utility coordination.

Once City Council approves the contract and we give TGS notice to proceed, they will be able to start work on the design plan and the required environmental documentation. TGS estimates this process will take roughly 3 – 4 months.

ACTION REQUESTED: City Council approval of contract with TGS Engineers to perform engineering design services for the improvements to the intersection of East Main Street and Generals Boulevard.

CITY OF LINCOLNTON

GENERALS BOULEVARD & EAST MAIN STREET INTERSECTION

ENGINEERING AGREEMENT

PROJECT NAME: Generals Boulevard & East Main Street Intersection

STATE PROJECT:

FEDERAL PROJECT:

COUNTY: Lincoln

CITY: Lincolnton

ENGINEERING AGREEMENT

THIS AGREEMENT, made and entered into this____ day of June, 2015, by and between the **City of Lincolnton, North Carolina** (hereinafter called "City") and **Thompson Gordon Shook Engineers, Inc., d/b/a TGS Engineers**, a corporation organized and existing under and by virtue of the laws of the State of North Carolina (hereinafter called the "Engineer"), whose office is located at 804-C North Lafayette Street, Shelby, North Carolina 28150.

GENERAL RECITALS

WITNESSETH:

WHEREAS, the City desires the assistance of a private engineering firm to provide engineering services for the roadway design, hydraulics and erosion control design, location surveys, signal design, planning documentation, and utility coordination; and

WHEREAS, the Engineer has exhibited evidence of experience, ability, competence, and reputation to perform such engineering services; and

WHEREAS, the City is authorized to enter into an agreement for such work:

NOW THEREFORE, the City and the Engineer, for consideration hereinafter stipulated, mutually agree as follows:

The Engineer agrees to perform the required professional engineering services necessary to prepare location surveys, design and prepare construction plans, and prepare contract and special provisions for the improvement of the Generals Boulevard and East Main Street Intersection.

The Engineer shall perform for or furnish to the City professional engineering and related services in all phases of the Project to which this Agreement applies as hereinafter provided. The Engineer may employ such Subcontractors as the Engineer deems necessary to assist in the performance or furnishing of professional engineering and related services hereunder. The

Engineer shall not be required to employ any of the City's subcontractors unacceptable to the Engineer and the Engineer shall not employ any subcontractor unacceptable to the City.

The standard of care for all professional engineering and related services performed or furnished by the Engineer under this Agreement will be the care and skill ordinarily used by members of the Engineer's profession practicing under similar conditions at the same time and in the same locality.

The Engineer shall be solely responsible for the completeness and accuracy of all documents and supporting data for the Project. Approval by the City shall not constitute or be deemed a release of the responsibility and liability of the Engineer, its employees, associates, agents, subcontractors, and consultants for the accuracy and competency of their design, working drawings, and reports; nor shall such approval be deemed to be an assumption of such a responsibility by the City for any defect in the designs, working drawings or other documents prepared by the Engineer, its employees, subcontractors, agents, and consultants. After acceptance of the final documents by the City, the Engineer agrees, prior to and during construction of this Project, to perform such engineering services as may be required by the City to correct errors or omissions on the original documents prepared by the Engineer at no cost to the City.

The Engineer understands that the City has contracted with it for its expertise in the subject matter of this Agreement and the Engineer warrants that it knows and is familiar with applicable laws and regulations and has the expertise necessary to promptly perform the obligations undertaken by this Agreement at the total compensation plus reimbursable expense amounts described herein.

ARTICLE I - SCOPE OF WORK

Scope of work shall be divided into three phases: (1) Project Planning Report; (2) Design and Plan Preparation (Roadway Design, Hydraulics and Erosion Control Design, Signal Design and Location Surveys), and (3) Utility Coordination. Should any phase of this work result in a significant change in the expected scope of work for the following phase or phases, both the City and the Engineer shall have the option of renegotiating the affected phases. Negotiation and payment will be made in accordance with ARTICLE IV – SUPPLEMENTAL SERVICES. The Engineer agrees to conform to requirements as set forth as follows:

Phase I: Project Planning Report

The Engineer shall prepare a Project Planning Report in accordance with North Carolina Department of Transportation's Standard Practices and submit same for approval by North Carolina Department of Transportation. A NEPA Categorical Exclusion is the environmental document anticipated for this project. No aquatic surveys, or cultural resource surveys are

anticipated as necessary for this project. If any of these surveys are determined to be necessary during the development of the NEPA document, they will be considered supplemental services and will be negotiated and compensated for in accordance with the provisions of ARTICLE IV – SUPPLEMENTAL SERVICES. A public workshop or hearing is not anticipated for this project. If a public hearing is desired, the Engineer shall prepare public hearing maps and shall assist the City in conducting the hearing, but these efforts will be considered supplemental services and will be negotiated and compensated for in accordance with the provision of ARTICLE IV – SUPPLEMENTAL SERVICES.

Phase II: Design and Plan Preparation

Plans shall be developed on the basis of the approved planning report and environmental document and shall be in sufficient detail and form for the City to let construction contracts for construction. Plans shall include design, and details; and Contract documents with special provisions.

A. The Engineer shall perform location surveys as necessary to prepare project plans. These surveys shall include, but not be limited to, the following: location, topography, bench levels and profiles, cross sections, property owner contacts, and property ties necessary for preparation of plans.

B. Roadway and Hydraulic design shall be in accordance with the current version of the AASHTO A Policy on the Geometric Design of Roads and Streets, the NCDOT Roadway Design Manual, the AASHTO Highway Drainage Manual, and NCDOT's Drainage Manual.

C. Plans shall be prepared in conformity with current practices of the North Carolina Department of Transportation with respect to methods of presentation, scales, billing of pay items, special drawings, and summaries thereof. Surveys and plans will be developed in English Units of Measure.

D. All design calculations, field notes, quantity calculations, and other material, in addition to the drawings prepared under this agreement, will be the property of the City.

E. All plans will be prepared on sheets furnished by the Engineers. Reproduction of all plans to complete the work will be by the Engineers.

F. Special Provisions - The 2012 Standard Specifications for Roads and Structures and the Standard Special Provisions issued by the Division of Highways shall apply for materials and construction on all work described above. The Engineers shall prepare thorough and complete Project Special Provisions covering items, material, work and other conditions special to the project which are not covered at all or not covered as described in the Standard Special Provisions. The Contract Documents shall be submitted for review.

Final Project Special Provisions will be submitted on letter size sheets when construction plans are submitted.

G. All work shall be administered and performed in accordance with the Federal-Aid Highway Program Manual, Volume 1, Chapter 7, Section 2 and the North Carolina Administrative Code.

Phase III: Utility Coordination

Utility Coordination services shall include identifying possible utility conflicts and coordinating with the utility owners to resolve conflicts.

ARTICLE II: TIME OF BEGINNING AND COMPLETION

Work shall begin immediately following written notice of approval of this Agreement and authorization to begin work and shall be completed as follows:

A. Completion of Project Planning Reports within sixty (60) calendar days after authorization to begin work;
B. Completion of review plans and special provisions within one hundred twenty (120) calendar days after approval of Authorization to begin work by the City and North Carolina Department of Transportation;

ARTICLE III: COMPENSATION AND PAYMENTS

SECTION I: PROCEDURES AND FEES

Unless specified otherwise, partial payments shall be made to the Engineer on a monthly basis upon submission of Progress Reports and voucher stating the percent of completion of the work. Final payment by the City to the Engineer shall be made within thirty (30) days after completion and acceptance by North Carolina Department of Transportation and the City for each particular phase of work.

As complete compensation for the engineering services described above, the Engineer will be paid as follows:

A. Project Planning Report. A lump sum amount of $11,883.50 for the Project Planning Report. Partial payment will be made to the Engineer on a monthly basis. Final payment will be made upon completion of review and approval of the Report by NCDOT and FHWA.

B. Design and Plan Preparation. The payments for Design and Plan Preparation shall be broken down as follows:

1. Roadway Design:	$13,089.74
2. Hydraulics and Erosion Control:	$ 8,608.39
3. Location Surveys:	$ 3,934.21
4. Signal Design:	$14,462.68
TOTAL	$40,095.02

Partial payment will be made to the Engineer on a monthly basis.

C. Utility Coordination. A lump sum amount of $2,662.56 for Utility Coordination. Partial payment will be made to the Engineer on a monthly basis.

ARTICLE IV: SUPPLEMENTAL SERVICES

If, during the course of the work defined in this AGREEMENT, unanticipated work beyond the original scope should be required, a supplemental agreement will be developed and executed between the City and the Engineer. No supplemental services are to be performed by the Engineer without the express written authorization of the City.

ARTICLE V: INFORMATION AND REPORTS

The Engineer and his sub-contractors (where sub-contractor's charges exceed $10,000) agree to maintain all books, documents, papers, accounting records, and other evidence pertaining to cost incurred on this project and to make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract period and for three years from the date of final payment under the contract for inspection by the City, Federal Highway Administration, or the North Carolina Department of Transportation or any other authorized representatives of them. Copies thereof shall be furnished if requested. The Engineer shall use cost principles as described in Federal Acquisition Regulation (48 CFR 1-31), Subpart 1-31.2.

ARTICLE VI: DATA AND SERVICES TO BE FURNISHED BY THE CITY

A. All data in the hands of the City that can be released that would, in the City's opinion, assist the Engineer in the accomplishment of the work in this project.

B. All available information on utilities, structures, and other facilities near the sites.

C. The City may elect at its own discretion to furnish part or all Contract Administration for this project so as to make optimum use of the City's resources.

D. Right-of-way Agreements, Appraisals, and Acquisition.

E. Condemnation maps and surveys.

F. City is to contract with an NCDOT approved independent testing consultant to perform the testing of the project construction materials.

ARTICLE VII: MISCELLANEOUS PROVISIONS

Section I: Conferences, Visits to Site, Inspection of Work

The Engineer will be represented by a responsible member of the firm for any meetings, consultations, and field conferences deemed necessary by the City or the Engineer. All conferences held will be in the vicinity of the project in Lincolnton, North Carolina; or in the offices of the reviewing State and Federal agencies as may be required.

Section II: Checking of Shop Drawings

The Engineer will be required to check and approve all shop drawings.

Section III: Number of Sets of Plans

The Engineer shall submit eight (8) sets of plans for any review of plans. This includes one (1) set for the City and seven (7) sets for NCDOT. The Engineer will provide all copies required by NCDOT and the City.

Section IV: Insurance

During the performance of the Services under this Agreement, the Engineer shall maintain the following insurance:

(1) General Liability Insurance, including but not limited to coverage for all premises and non-premises operations, independent contractors, broad from property damage coverage, including explosion, collapse and underground property damage hazards, personal injury liability protection including coverage relating to employment of persons, contractual liability protection, and products and completed operations coverage. This insurance shall provide bodily injury limits of not less than $1,000,000 for each occurrence and not less than $1,000,000 in the aggregate, and with property damage limits of not less than $500,000 for each occurrence and not less than $500,000 in the aggregate.

(2) Automobile Liability Insurance, covering owned, non-owned, hired vehicles and trailers used in connection with this Project. This insurance shall provide bodily injury and property damages limits of not less than $1,000,000 combined single limit/aggregate.

(3) Errors and Omissions Insurance (Professional Liability) covering the Engineer's performance or professional services caused by an error, omission, or negligent act. This insurance shall remain in effect for a minimum of two (2) years and completion of the Agreement and will provide for not less than a single limit of $500,000 per claim and $1,000,000 annual aggregate. For purposes of all provisions of this Agreement relating to errors or omissions or negligent acts of the Engineer, the term "Engineer" shall include the employees and agents of the Engineer.

(4) Worker's Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than $100,000 for each occurrence. In case any work is sublet under this Agreement, the Engineer shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This Agreement shall be void and of no effect unless the Engineer shall secure and keep in effect during the term of this Agreement the Engineer's compliance with the provisions of the Worker's Compensation laws of the State of North Carolina.

The Engineer shall furnish City's Risk Administrator, Department of Risk Management, certificates of insurance for all of the insurance coverages described herein within ten (10) days after this Agreement is ratified and certified copies of any amendments and/or renewals to the policies which occur thereafter. At least thirty (30) days written notice shall be given to the City prior to any cancellation, modification or non-renewal of any insurance required under this Agreement. All Project contractors shall be required to include City and the Engineer as additional insureds on their General Liability insurance policies.

The Engineer shall indemnify and hold harmless City, its employees, agents and contractors from and against legal liability for any and all losses, claims and damage which the City may incur arising out of the performance of the Services for City where such liability is caused by the intentional act, negligent act, error or omission of the Engineer, or any person or organization for whom the Engineer is legally liable. The Engineer shall be solely responsible for the completeness and accuracy of all documents and supporting data for the project.

Indemnity provisions shall be incorporated into all project contractual arrangements entered into between City and the Engineer.

Upon completion of all services, obligations and duties provided for this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive.

Section V: Controlling Law

This agreement shall be governed by the laws of the State of North Carolina.

Section VI: Successors and Assigns

The City and the Engineer each is hereby bound and the partners, successors, executors, administrators and legal representatives of the City and the Engineer are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives of such other party, in respect of all covenants, agreements and obligations of this Agreement.

Section VII: Severability

If any provision or part of the Agreement is held to be void, invalid, illegal or unenforceable under any law or regulation such void, invalid, illegal or unenforceable provision shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the City and the Engineer and this Agreement shall be considered as if such void, invalid, illegal or unenforceable provision had never been included herein.

Section VIII: Agreement Form

Headings within the Agreement are for convenience only and do not define, limit, or construe the contents of such sections.

Section IX: Additional miscellaneous provisions are contained in Attachment "A" being attached hereto and made a part hereof.

This Agreement (consisting of Pages 1 to 11 inclusive, and the Attachment "A") constitute the entire agreement between City and the Engineer and supersede any and all prior written or oral understandings. This Agreement may only be amended, supplemented, or modified by a duly executed written instrument by both parties.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED by the City this ___ day of _____, 2015.

BY: _____

_____
Title

ATTEST: _____

_____
Title

EXECUTED by the Engineer this 10th day of June, 2015.

BY: _____
Leonard G. Fletcher
President

ATTEST: _____
Larry D. Scism
Vice-President

PROJECT: Generals Boulevard and East Main Street Intersection

COUNTY: Lincoln

CERTIFICATION OF THE CITY OF LINCOLNTON

I hereby certify that I am the _____ of the City of Lincolnton that the above consulting firm or his representative has not required, directly or indirectly, as an expressed or implied condition in connection with obtaining or carrying out this agreement to:

A. Employ or retain, or agree to employ or retain, any firm or person, or

B. Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as herewith expressly stated (if any):

I acknowledge that this certificate is to be furnished to the North Carolina Department of Transportation, Federal Highway Administration, U.S. Department of Transportation, in connection with this agreement involving participation of Federal Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

_____
Signature

_____
Date

PROJECT: Generals Boulevard and East Main Street Intersection

COUNTY: Lincoln

CERTIFICATION OF PRIVATE ENGINEERING FIRM

I, Leonard G. Fletcher, hereby certify that I am the President and duly authorized representative of the firm of TGS Engineers, whose address is 804-C North Lafayette Street, Shelby, North Carolina 28150 and that neither I nor the above firm I hereby represent has:

A. Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above firm) to solicit or secure this agreement;

B. Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this agreement; or

C. Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above firm) any fee, contribution, donation, or consideration of any kind for, or in connection with procuring or carrying out the agreement; except as herewith expressly stated (if any).

I acknowledge that this certificate is to be furnished to the City, State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this agreement involving participation of Federal-Aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

06/10/2015
Date

Leonard G. Fletcher, PE, PLS
President

ATTACHMENT "A"

MISCELLANEOUS PROVISIONS (Attachment A)

A. COVENANTS AGAINST CONTINGENT FEES

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this contract and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, brokerage fee, gifts, or any consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the City shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. DESIGN STANDARDS

Unless covered elsewhere in this Agreement, design standards are to be furnished by the State.

C. OWNERSHIP OF ENGINEERING DOCUMENTS

All tracings, plans, specifications, photographic negatives, basic survey notes, computations, and maps prepared or obtained under the terms of the contract shall be delivered to and become the property of the City, and that basic sketches, charts, and other data prepared or obtained under this contract shall be made available, upon request, to the State without restriction or limitation on their use. In the case of an agreement involving preliminary plans only, no commitment is stated or implied that would constitute a limitation on the subsequent use of the plans or ideas incorporated therein for preparation of construction plans.

D. CHANGES IN WORK

All changes in the work are to be included in supplemental agreements which are to be executed prior to beginning of such supplemental work. Supplemental work must be approved by the City prior to performing the work.

E. DELAYS AND EXTENSIONS

Reasonable extension of time for unforeseen delays may be made by mutual consent of all parties involved.

F. TERMINATION OR ABANDONMENT

Should the City, for any reason whatsoever, decide to cancel or to terminate the Engineer's Services, it will furnish thirty (30) days written notice thereof to the Engineer who will immediately terminate work, but shall bring to a reasonable stage of completion those items whose value would otherwise be lost without such necessary further work, as may be directed by the City, and will turn over to the City copies of all data, charts, survey notes, figures, drawings, and other records or information collected or secured herein, whether partial or complete. Upon such termination, the fee to be paid to the Engineer, will be equitable to cover all services rendered, using a proportional amount of the total fee based on a ratio of the amount of work done to the total amount of work which was to have been performed, less prior partial payments which have been made.

G. DISPUTES

In the event of failure of agreement by both parties on the preceding circumstances, then the decision of the State Highway Administrator as to what is fair and equitable compensation shall be final. In any dispute concerning a question or fact in connection with the work on this Agreement thereof, the decision of the State Highway Administrator in the matter shall be final and conclusive for both parties.

H. GENERAL COMPLIANCE WITH LAWS

The Engineer shall comply with all laws, ordinances and regulations; Federal, State, and Local, applicable to the work.

1. Selection of Labor

During the performance of this Agreement, the Engineer shall not discriminate against labor from any other State, possession or territory of the United States.

2. Employment Practices

During the performance of this Agreement, the Engineer agrees to comply with all applicable provisions of 49 CFR 21 through Appendix H and 23 CFR 710.405(b) and the Civil Rights Act of 1964 as amended, and agrees as follows:

a. The Engineer will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Engineers will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited, to the following: employment, upgrading,

demotion or transfer, recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.

b. The Engineer will, in all solicitations or advertisements for employees placed by or on behalf of the Engineer, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

c. The Engineer will send to each labor union or representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the City, advising the labor union or worker's representative of the Engineer's commitments under this Section I-2 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Engineer will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

e. The Engineer will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60), and will permit access to his books, records, and accounts by the Secretary of Labor for purposes of investigations to ascertain compliance with such rules, regulations and orders.

f. In the event of the Engineer's noncompliance with the nondiscrimination clauses of the Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Engineer may be declared ineligible for further Government contracts or Federally-assisted construction agreements in accordance with procedures authorized in Executive Order No. 11246, of September, 1965, and as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60); and such other sanctions may be imposed and remedies invoked as provided in the aforementioned Executive Order No. 11246, or as otherwise provided by law.

g. The Engineer will include the provisions of the Section 1-2 in every

subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.

3. **Selection of Subcontractors, Procurement of Materials, and Leasing of Equipment**

During the performance of this Agreement, the Engineer for itself, its assignees, and successors in interest (herein referred to as the "Engineers") agrees as follows:

a. Compliance with Regulations: The Engineer will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, part 21, through Appendix H and 23 CFR 710.405 (b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made part of this Agreement.

b. Nondiscrimination: The Engineer, with regard to the work performed by it after award and prior to completion of the Agreement work, will not discriminate on the grounds of race, color, or national origin, in the selection and retention of subcontractors, including procurement of material and leases of equipment. The Engineer will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations: In all solicitations, either by competitive bidding or negotiation made by the Engineers for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor, supplier, or lessor shall be notified by the Engineer of the Engineer's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: The Engineer will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, account, other sources of information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the Engineer or a

Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Engineer shall so certify to the City as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of the Engineer's or Contractor's noncompliance with the nondiscrimination provisions of this Section I-3, the City shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

1) withholding of payments to the Engineer under the Agreement until the Engineer complies and/or
2) cancellation, termination, or suspension of the Agreement in whole or in part.

f. Incorporation of Provisions: The Engineer will include the provisions of Section I-3 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Engineer will take such action with respect to any subcontract, procurement, or leases as the City may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Engineer becomes involved in, or is threatened with litigation with a subcontractor, or lessor as a result of such direction, the Engineers may request the City to enter into such litigation to protect the interests of the City, and in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

g. For contracts and subcontracts of amounts in excess of $100,000 the Engineer shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (43 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S.C. 1386), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibits the use under non-exempt Federal contracts, grants, or loans of the facilities included on the EPA List of Violating Facilities. The Engineer shall report violations to the grantor agency and to the U.S.E.P.E. Assistant Administrator for Enforcement (EN-329).

I. SUBLETTING, ASSIGNMENT, OR TRANSFER

There shall be no assignment, subletting or transfer of the interest of the Engineer in any of the work covered by the Agreement without the written consent of the City, except that the Engineer may, with prior notification of such action to the City, sublet property

searches and related services without further approval of the City.

J. ENGINEER'S ENDORSEMENT OF PLANS, ETC.

The Engineer shall endorse all plans, specifications, estimates, and engineering data furnished by him.

K. CONTROL OF WORK

All work by the Engineer is to be done in a manner satisfactory to the City and in accordance with the established customs, practices, and procedures of the North Carolina Department of Transportation and in conformity with the standards adopted by the American Association of State Highway Transportation Officials, and approved by the Secretary of Transportation as provided in Title 23, U.S. Code, Section 109 (b). The decision of the State is to control in all questions regarding location, type of design, dimension of design, and similar questions.

L. APPROVAL OF PERSONNEL

The City shall have the right to approve or reject the project engineer, and other supervisory personnel, assigned to a project.

The Engineer, or any subcontractor for the Engineer, which is employed to provide engineering services for this project shall not engage the services of any person or persons, now in the employment of the State, County, or City in the State during the time of this Agreement, without written consent of the employer of such person

ITEM

8

CITY OF LINCOLNTON

Business & Community Development

114 E Main St.
Lincolnton, NC 28092

Phone: 704-736-8915
Fax: 704-736-8917

Director
VICKI L. DAVIS
vickidavis@ci.lincolnton.nc.us

Event & Marketing Coordinator
ABBY A. COLE
abbycole@ci.lincolnton.nc.us

Memorandum

To: Jeff Emory
From: Vicki Davis, BCD Director
Date: June 16, 2015

Re: Lincolnton Smart Growth Incentive Grant (LSGIG)

This memorandum is a request to be placed on the June 25, 2015 City Council agenda to review to Smart Growth Incentive Grant applications. As per the resolution amendments, passed in the June 4, 2015 meeting, the projects are to be reviewed by Council in a public hearing for final approval to participate in the SGIG program.

The two applications are as follows:

1. Applicant: 101 W. Court Square, LLC
   Property: 101 W. Court Square (PIN 16956)
   Project: Building Rehabilitation – Historic structure
   Adaptive Use: Development of 6 housing units

2. Applicant: Thomas Flohr
   Property: 408 N Poplar Street (21963)
   Project: Building Rehabilitation – Historic structure
   Adaptive Use: Commercial

Donna Flowers

From: Vicki Davis
Sent: Friday, June 19, 2015 12:06 PM
To: Donna Flowers; Jeff Emory; Daphne Ingram
Subject: SGIG Applications to Council 6.25.15.pptx
Attachments: SGIG Applications to Council 6.25.15.pptx

Good afternoon, all.

Please see the attached presentation for the Council packets for my agenda item.

I understand that this will be an informational item, however I feel it is important to have the review asap to allow the applicants to move forward with their projects with penalty due to our process.

Please let me know if you have any questions.

This will also give council an opportunity to further familiarize themselves with the program and let me know of any additional information they would like to see.

Thanks for your assistance,
Vicki

Vicki L. Davis, Director

Business and Community Development
City of Lincolnton
114 E Main Street | Lincolnton, NC 28092
704.736.8915 (ofc) | 704.736.8917 (fax)

LINCOLNTON

Smart Growth Incentive Grant (SGIG)

Purpose:

To review two project applications for the Lincolnton Smart Growth Incentive Grant (SGIG) program.

Background:

Resolution amendments were approved by Council on June 4, 2015 and application packets were immediately available to potential applicants.

Request:

Request that this review date is honored to allow applicant to proceed with work without penalty, acknowledging that formal approval is still needed, pending public notification.

Smart Growth Incentive Grant (SGIG)

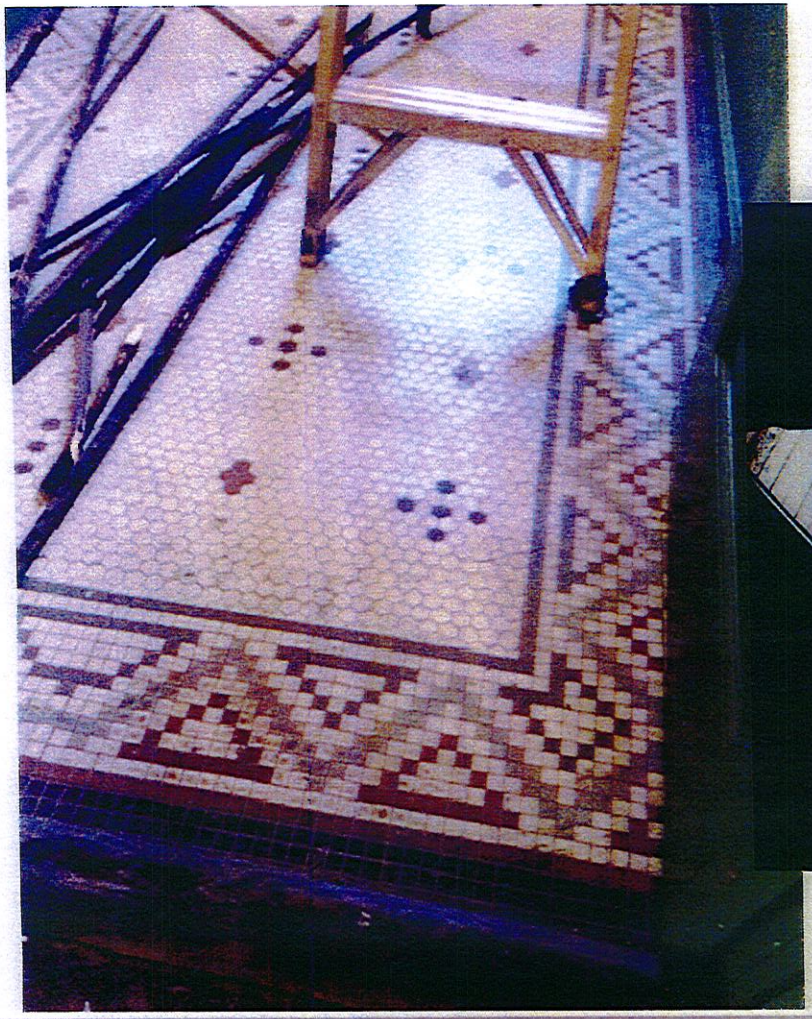
PROJECT SUMMARY:

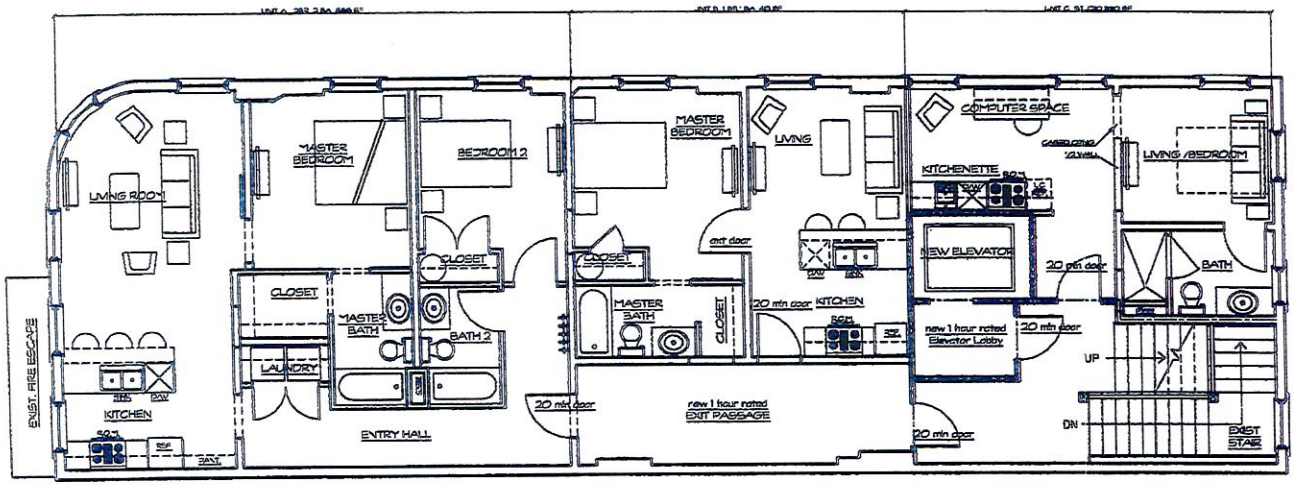
Property:	101 W Court Square [Pin 16956]
Applicant:	101 W Court Square, LLC
Representative:	Brooke Sherrill, 218 Sundown Lane, Lincolnton
Project:	Rehabilitation of 2nd and 3rd floors and construction for adaptive re-use for 6 housing units.

SGIG – 101 W Court Square

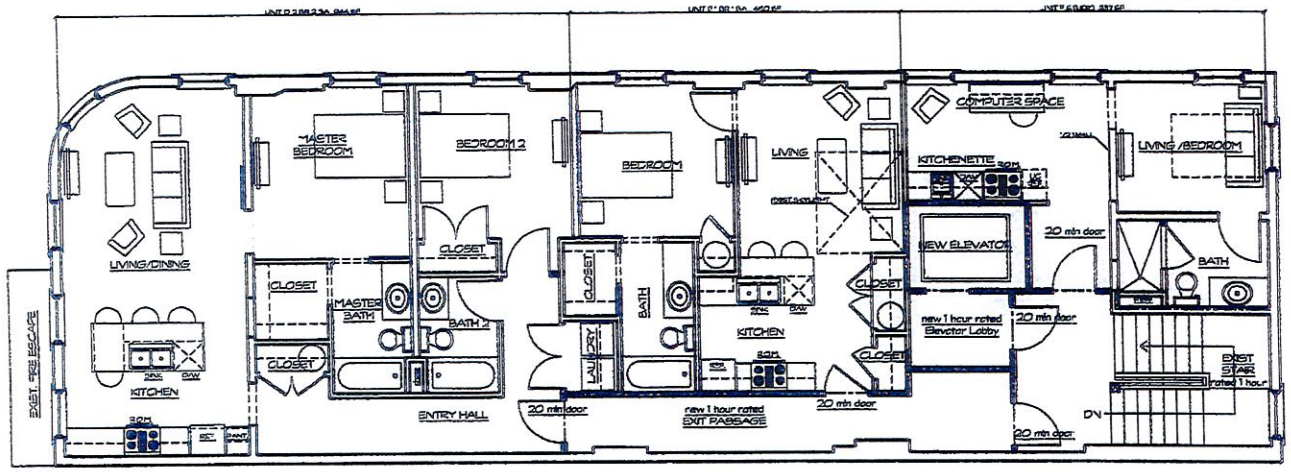
SGIG – 101 W Court Square

SGIG – 101 W Court Square





1 AG PROPOSED 2ND FLOOR PLAN revised 8-25-14 1/4"=1'-0"



S2A

stoutstudio.architecture

Grey Stout, AIA, Architect
5 ecom lane
salisbury, nc 28144
704.640.7546
grey@stoutstudio.com
www.stoutstudio.com
member:
American Institute of Architects

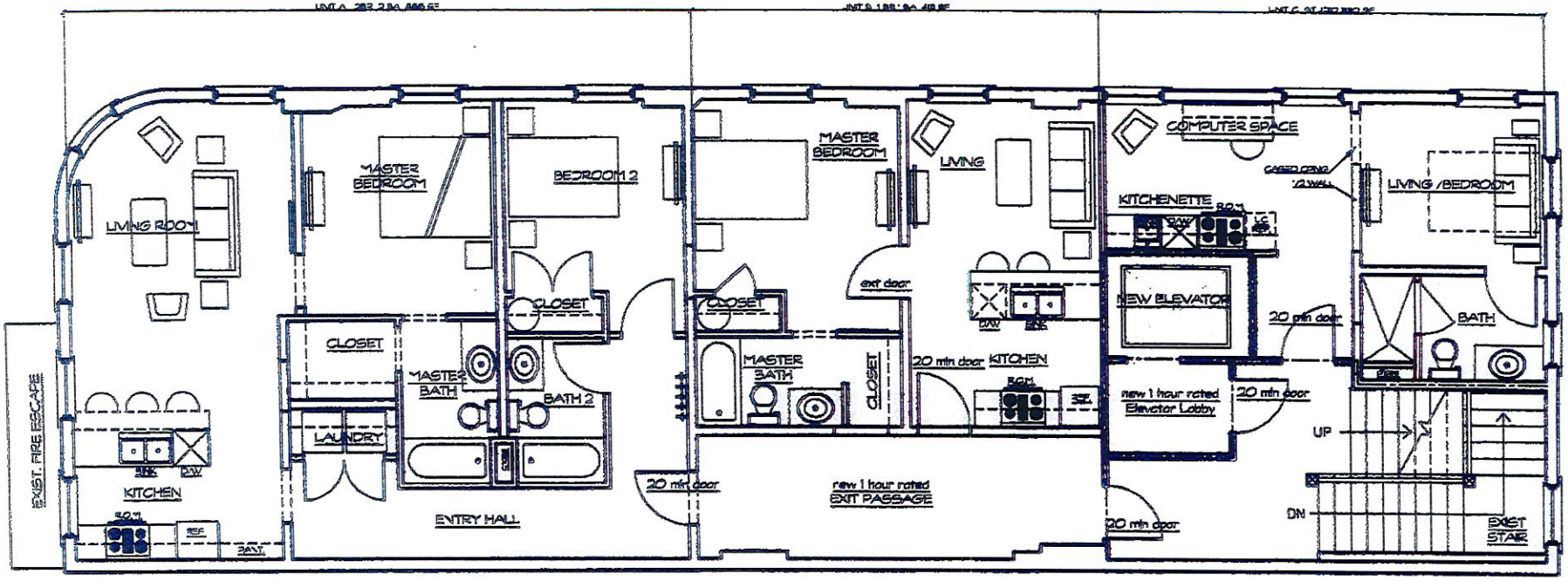
UPPER FLOOR APARTMENTS

101 w. court square
lincolnton, nc

revised PLANS

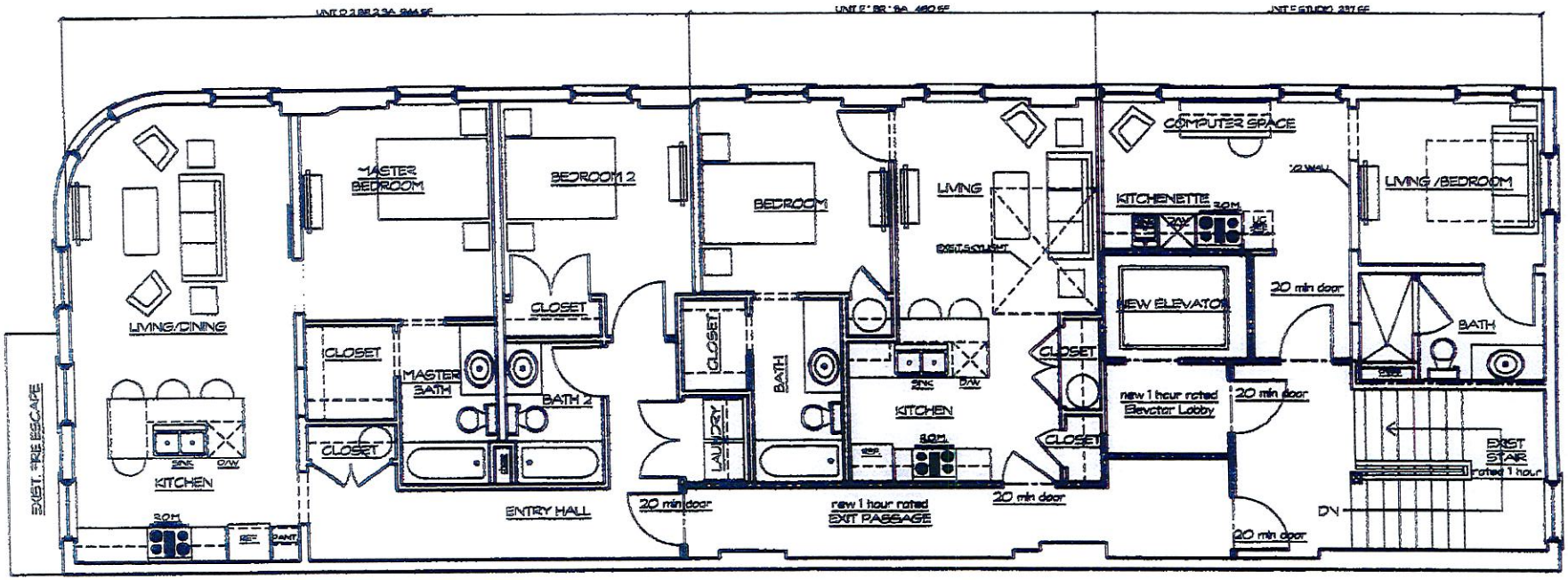
8/28/14

101 W Court Square – 2nd Floor & 3rd Floor Plans



1 A6 PROPOSED 2ND FLOOR PLAN revised 8-28-14 1/4"=1'-0"

101 W Court Square – 2nd Floor Plan

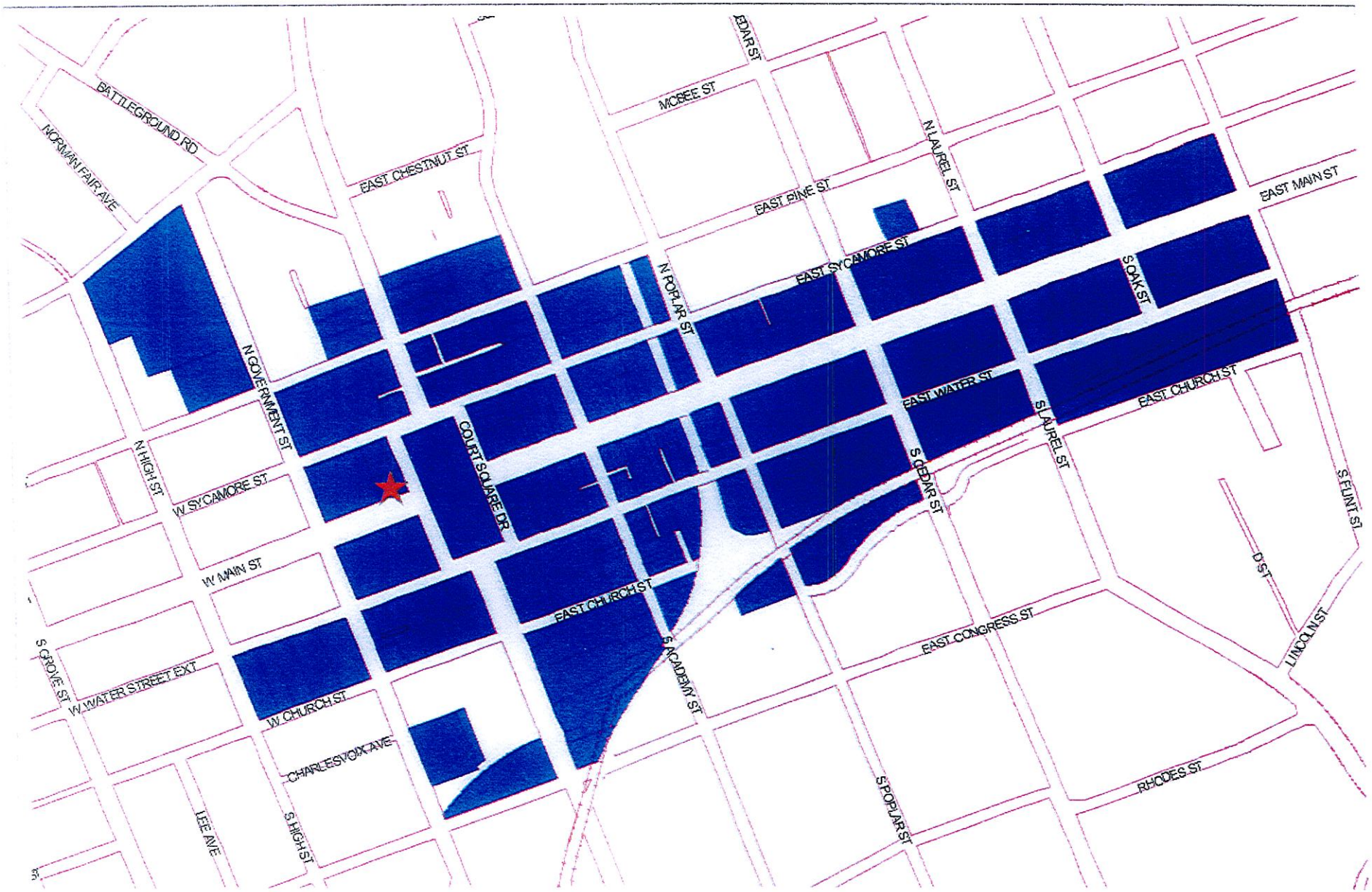


101 W Court Square – 3rd Floor Plan

Smart Growth Incentive Grant (SGIG)

ELIGIBILITY CHECKLIST:

Item	Yes	No	Comment
Minimum investment for full grant?	X		
Meets revitalization goals?	X		
Located in the mapped program area?	X		
If outside of mapped program area, is the property historic or considered to be in a blighted area?			N/A
If historic, does project adhere to the Secretary of the Interior's Standards for Rehabilitation?	X		Historic Tax Credit project.
Does this project meet zoning requirements?	X		
Is developer in "good standing" with the City of Lincolnton?			To be determined annually, prior to disbursement of funds.
Does the construction schedule meet the 2 year project timeline?	X		1 year estimated



Lincolnton Central Business District

Smart Growth Incentive Grant (SGIG)

FORMULA GRANT BASED ON NET GAIN IN ASSESSED TAX VALUE

[Post-Construction Tax – Pre-Construction Tax = Net Gain]

Property	Project Type	Current Property Value	Current Tax on Value 0.56 (City)	Itemized Const. Costs	Est. Property Value (Post-Const.)	Est. Tax Value Post-Const. 0.56 (City)	Est. Net Gain
101 W Court Square	Rehab	$224,138	$1,255.17	$509,986	$750,000*	$4,200*	$2,944.83*

Grant Period	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Estimated Grant Amount	$2,944.83	$2,944.83	$2,944.83	$2,944.83	$2,944.83	$14,724.15

* Estimated amounts based on current value and projected investment.

Smart Growth Incentive Grant (SGIG)

PROJECT SUMMARY:

Property: 408 N Poplar [Pin 21963]

Applicant: Thomas Flohr
1946 Old Farm Road, Lincolnton, NC 28092

Project: Rehabilitation of abandoned commercial property, located on the Rail-trail.

SGIG – 408 N Poplar Street

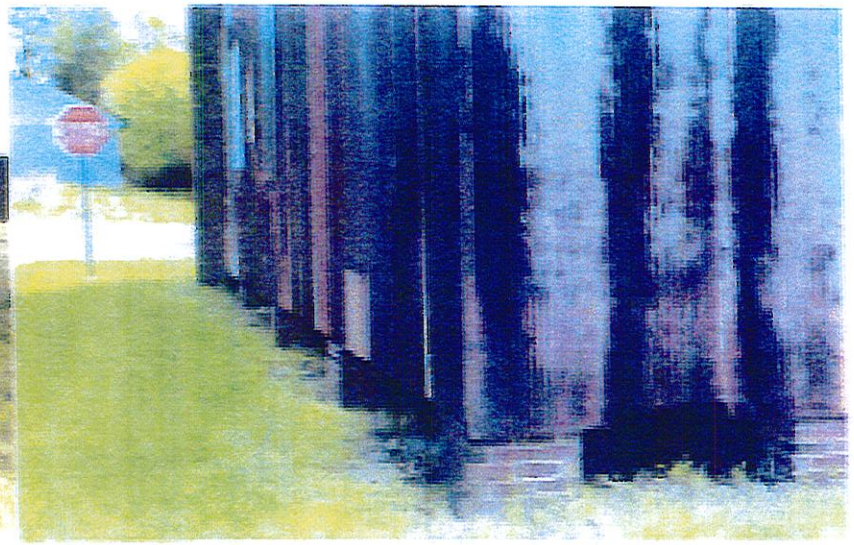
View from Sumner Street at Rail Trail

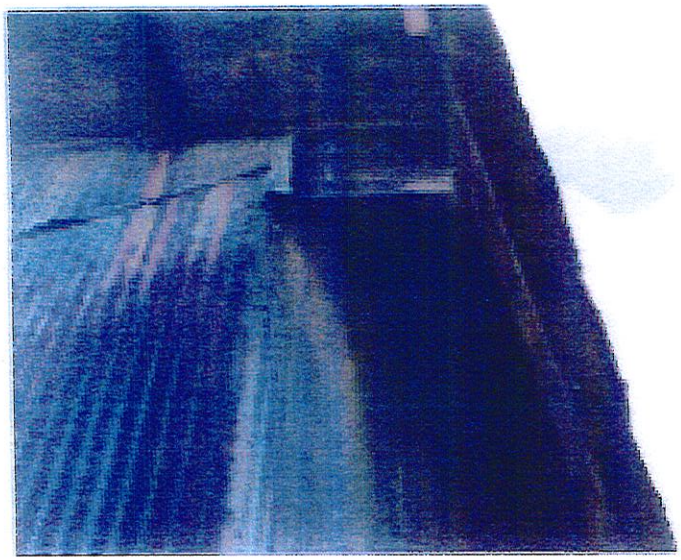
Poplar Street Side

Rail-trail side

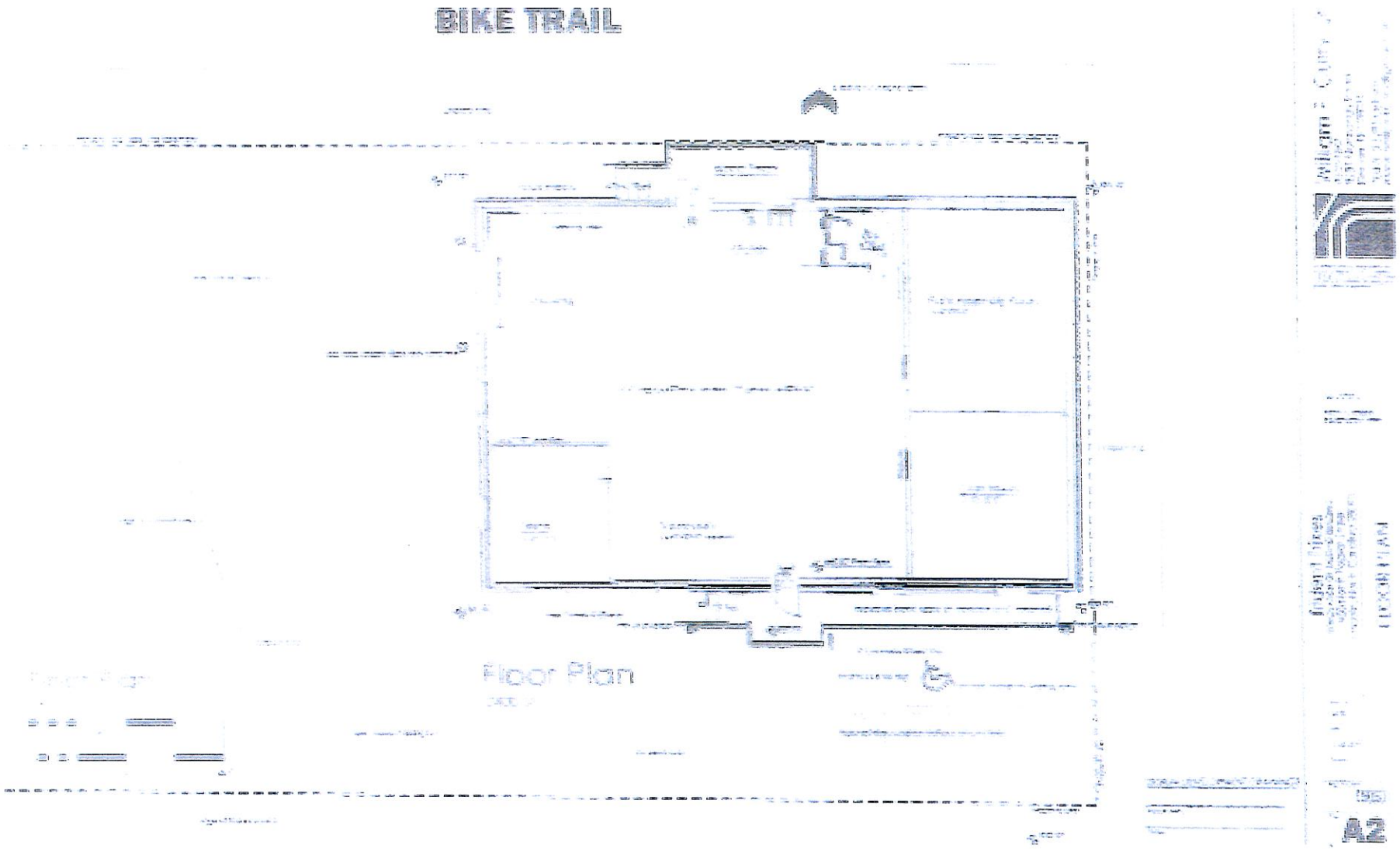
SGIG – 408 N Poplar Street

- Interior trusses and framing.



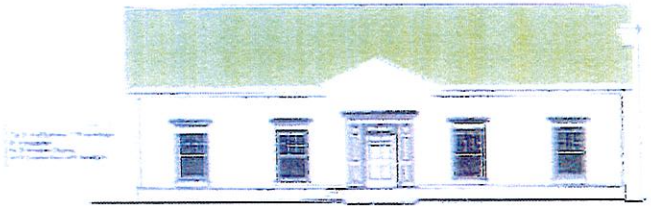


408 N Poplar Street – Exterior photos

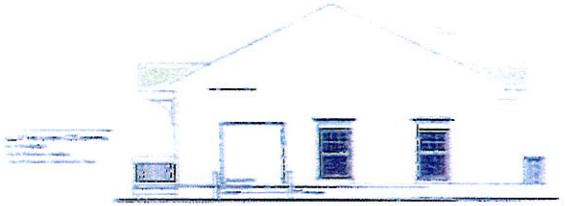


408 N Poplar Street – Floor Plan

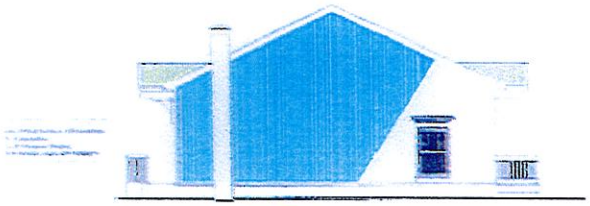
Rear Elevation Along Bike Trail (West)



Front Elevation Facing East



South Side Elevation



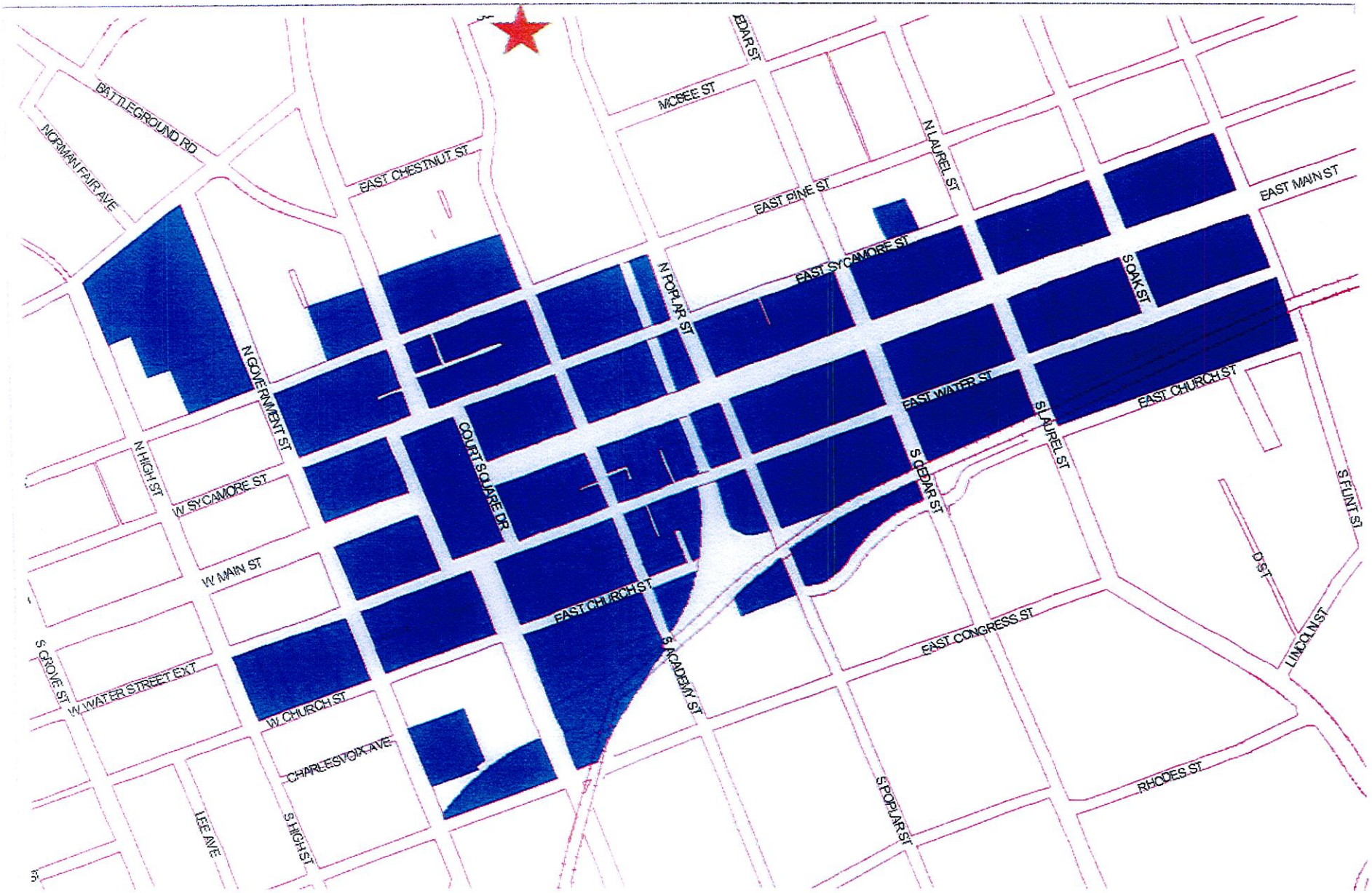
North Side Elevation

408 N Poplar Street– Elevations

Smart Growth Incentive Grant (SGIG)

ELIGIBILITY CHECKLIST:

Item	Yes	No	Comment
Minimum investment for full grant?		X	Total investment is less than $500,000
Meets revitalization goals?	X		
Located in the mapped program area?		X	
If outside of mapped program area, is the property historic or considered to be in a blighted area?	X		Structure was built in 1940 and is considered to be located in a blighted area.
If historic, does project adhere to the Secretary of the Interior's Standards for Rehabilitation?	X		
Does this project meet zoning requirements?	X		
Is developer in "good standing" with the City of Lincolnton?			To be determined annually, prior to disbursement of funds.
Does the construction schedule meet the 2 year project timeline?	X		3 – 4 months estimated



Lincolnton Central Business District

Smart Growth Incentive Grant (SGIG)

FORMULA GRANT BASED ON NET GAIN IN ASSESSED TAX VALUE

[Post-Construction Tax – Pre-Construction Tax = Net Gain]

Property	Project Type	Current Property Value	Current Tax on Value 0.56 (City)	Itemized Const. Costs	Est. Property Value (Post-Const.)	Est. Tax Value Post-Const. 0.56 (City)	Est. Net Gain
101 W Court Square	Rehab	$17,368	$97.26	$100,000	$125,000*	$840	$700.00*

Grant Period	Year 1 100%	Year 2 75%	Year 3 75%	Year 4 50%	Year 5 50%		Estimated Total
Estimated Grant Amount	$700.00*	$525.00*	$525.00*	$350.00*	$350.00*		$1,925.00*

* Estimated amounts based on current value and projected investment

Donna Flowers

From: Vicki Davis
Sent: Friday, June 19, 2015 12:06 PM
To: Donna Flowers; Jeff Emory; Daphne Ingram
Subject: SGIG Applications to Council 6.25.15.pptx
Attachments: SGIG Applications to Council 6.25.15.pptx

Good afternoon, all.

Please see the attached presentation for the Council packets for my agenda item.

I understand that this will be an informational item, however I feel it is important to have the review asap to allow the applicants to move forward with their projects with penalty due to our process.

Please let me know if you have any questions.

This will also give council an opportunity to further familiarize themselves with the program and let me know of any additional information they would like to see.

Thanks for your assistance,
Vicki

Vicki L. Davis, Director
Business and Community Development
City of Lincolnton
114 E Main Street | Lincolnton, NC 28092
704.736.8915 (ofc) | 704.736.8917 (fax)

ITEM

9

City of Lincolnton

AGENDA REQUEST FORM

Please Print

Name Brooke Sherrill

Address PO Box 782 Phone 704-732-2234

Lincolnton, NC 28093 EMAIL: brookesherrill@sbh-cpa.com

Name of Firm or Corporation (if applicable) Downtown Development Association of Lincolnton, Inc.

Other Persons Accompanying Speaker DDA Board / Committee members

Purpose of Request to Appear To request approval for 2016 events as necessary to proceed with Securing talent and planning.

Council Meeting date you wish to appear June 25, 2015

Amount of time required for Presentation 5 minutes

Date form submitted to the City Clerk June 16, 2015

for Brooke Sherrill
Vicki L. Davis
Signature of Requesting Party

Return forms to: City Clerk's Office
City of Lincolnton
P.O. Box 617
Lincolnton, NC 28093

Revised 12-18-09

ITEM

10

Summary of Depot Items

Item	High Bid
1. Historic Norfolk Southern Caboose	$8,400.00
2. Railroad Track	$525.00
3. Railroad Depot Semaphore	$708.75
4. Antique Railroad Call Box	$160.00 – (reserve not met)
5. Historic Rail Depot	Closed with no bids
6. Depot Metal Addition	Closed with no bids

ITEM

11

NO BACKUP

PROVIDED

FOR THIS ITEM

ITEM

12

July 2015 Council Meeting

Executive Summary

May 2015 Year-To-Date

Comparative for Budgetary Purposes

		14-15		% of Budget	13-14	Difference	
General Fund							
Fund 10	Revenues	8,258,357.96	*	77.71%	8,154,862.76	103,495.20	*
	Expenses	8,529,163.58	**	82.79%	8,607,997.68	(78,834.10)	**
	Difference	(270,805.62)			(453,134.92)	182,329.30	
Water & Sewer Fund							
Fund 61	Revenues	7,738,457.40	***	88.28%	7,578,737.97	159,719.43	***
	Expenses	7,431,317.36	****	89.06%	7,341,377.26	89,940.10	****
	Difference	307,140.04			237,360.71	69,779.33	
Electric Fund							
Fund 63	Revenues	7,567,563.07	*****	91.90%	7,245,285.62	322,277.45	*****
	Expenses	6,639,130.30	******	83.34%	6,267,786.28	371,344.02	******
	Difference	928,432.77			977,499.34	(49,066.57)	
Overtime	80+ hours	251,844.47			271,322.03	(19,477.56)	

* Sales Tax up $200,671 through May compared to 13-14. Property Tax down $62,598.

** Salaries and matching benefits up $181,240 through May due to 1% salary increase.

*** Includes $201,902 FEMA reimbursement.
Mohican & McMurray usage down $392,076 through May billing.

**** Salaries and matching benefits up $75,370 through May due to 1% salary increase.

***** Electric usage down $184,952 through May billing.

****** Salaries and matching benefits up $42,750 through May due to 1% salary increase.