

A G E N D A

LINCOLN TON CITY COUNCIL

November 5, 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 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

A G E N D A
LINCOLNTON CITY COUNCIL
November 5, 2015
7:00 p.m.

CALL TO ORDER – Mayor John O. Gilleland, Jr.

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. Proclamation – November 2015 as National Caregivers Month

REGULAR AGENDA:

RESOLUTIONS

(R-11-15)

4. Resolution honoring Salvador Sosa on his upcoming retirement

Mayor Gilleland

(R-12-15)

5. Resolution to join the North Carolina State Health Plan

Jeff Emory, City Manager
Steve Zickefoose, Finance Director
Tanya Osborne, HR Director

AGENDA

November 5, 2015

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CONTRACTS

(C-18-15)

6. Consideration of awarding contract between the City and GSP for the purchase of Sanitation Trucks in the amount of \$241,256.55 per unit.

Jeff Emory, City Manager

7. Consideration of Contract between the City and Lincoln County for Fire Service *(Area description attached)*

Jeff Emory, City Manager

POLICY

(P-01-15)

8. Consideration of Industrial Incentive Policy

**Cliff Brumfield, Director
Lincoln Economic Development Association**

OTHER BUSINESS

9. Discussion of water issues on the corner of Elizabeth Avenue and Carpenter Street

**Martha Finger,
2219 Tin Mine Road, Lincolnton**

10. Monthly Financial Update/Overtime Report

Jeff Emory, City Manager

AGENDA

November 5, 2015

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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.

CLOSED SESSION

**In accordance with NCGS 143-318.11(a)(1)(4)(5)(6)
to discuss property and personnel**

NEWS MEDIA

ADJOURNMENT

ITEM #

1

REGULAR AGENDA

ITEM #

2

CONSENT

AGENDA

ITEM #

3

CITY OF LINCOLNTON

CITY COUNCIL

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

National Family Caregivers Month "Respite: Care for Caregivers" November 2015

WHEREAS, family caregivers greatly improve the quality of life for their loved ones, spending an average of 20 hours per week providing care, with many caring for their loved ones around the clock; and

WHEREAS, over 90 million family caregivers in the United States are the unacknowledged backbone of the nation's long-term care system by providing daily assistance to manage health and personal care, thus enabling their loved ones to stay in the home longer; and

WHEREAS, family caregivers are the only people who are present with patients in all care settings. Patients may have more than one doctor; nurses change shifts; prescriptions may be filled at different pharmacies. But family caregivers are there as full partners with their loved ones through it all often with no relief or an opportunity to request a time out; and

WHEREAS, considering caregivers' increased risk for health issues from chronic stress it is important for family caregivers to take a respite to recharge; and

WHEREAS, respite services protect a family caregiver's own health, strengthen family relationships, prevent burn-out and can enable a care recipient to stay at home up to three times longer

WHEREAS, with the national recognition of the importance of family caregivers in our country growing every year – it is even more essential to encourage these heroes to take some time for respite so they may continue their mission of providing that loving care that only they can provide.

NOW, THEREFORE, I, John O. Gilleland, Jr, Mayor of the City of Lincolnton, do hereby recognize November 2015 as National Family Caregivers Month with the theme **"Respite: Care for Caregivers"** in the City of Lincolnton

IN WITNESS WHEREOF, I have hereunto set my hand this 5th day of November, in the year of 2015.



John O. Gilleland, Jr.
Mayor

ITEM #

4

R E S O L U T I O N
of Appreciation for
SALVADOR SOSA

(R-11-15)

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, Salvador Sosa, began employment with the City of Lincolnton on May 25, 1988 as a Solid Waste Collector I in the Public Works Division. In 2002 he was promoted to a Solid Waste Collector II, excelling again in 2004 to his current position of Equipment Operator; and

WHEREAS, Salvador Sosa, has over his tenure assisted the City through demanding changes, transitioning routes and solid waste debris collection, maintaining a superior level of service to our citizens; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Lincolnton, that appreciation be shown to **Salvador Sosa**, honoring him on his upcoming retirement on December 1, 2015 and that we extend congratulations and best wishes to him for continued success in all his future endeavors.

Adopted and presented this the 5th day of November 2015.

DONNA C. FLOWERS, CMC
CITY CLERK

JOHN O. GILLELAND, JR.
MAYOR

ITEM #

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CITY OF LINCOLNTON

CITY COUNCIL

John O. Gilleland, Jr., Mayor
Larry Mac Hovis, Mayor Pro-Tem
Devin Rhyne
Martin A. Eaddy
John Les 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: North Carolina State Health Plan

DATE: October 30, 2015

I sent an email to members of Council recently regarding an opportunity for the City to join the state employee health plan. As I explained in the email, legislation adopted this year makes it possible for counties and cities to be a member of the state employee health plan.

There are conditions. First, the state plan will not cover retirees. It will be up to the entity to provide retiree coverage that mimics the same coverage full-time employees would be receiving through the state plan. Also, once you join the state health plan, there are no options for leaving the plan for any reason at a later date.

Staff has ran numbers, and it appears the city could save in the neighborhood of \$1,000,000.00 if we join the state health plan. This number may be adjusted somewhat based on how much additional money we pay out for retirees. This is obviously a huge savings from what we are currently paying. I think the city would be wise to pursue this option. The state plan is very secure, and I have complete confidence this plan will always be around considering the number of state employees and teachers that are currently members.

The first step is to adopt a resolution of intent. Other steps must be taken, and the move will not be official until a Memorandum of Understanding is adopted. Keep in mind there is a cap on the number of insured people that can be a member from a city or county. We feel it is necessary to go ahead and put the steps in place and begin the process should we determine this is something we definitely want to pursue.

Should you have any questions please contact myself, Tanya Osborne, or Steve Zickefoose. Thank you.

CITY OF LINCOLNTON

CITY COUNCIL

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

CITY OF LINCOLNTON RESOLUTION

A RESOLUTION TO JOIN THE NORTH CAROLINA STATE HEALTH PLAN

WHEREAS, the City of Lincolnton is committed to providing good and adequate health insurance coverage to its employees; and

WHEREAS, the State of North Carolina provides such comprehensive major medical insurance coverage to state employees and teachers; and

WHEREAS, the North Carolina General Assembly has ratified House Bill 154 as Session Law 2015-112 allowing Local Governments to participate in the State Health Plan; and

WHEREAS, it is the City of Lincolnton's desire to participate in this plan.

NOW, THEREFORE, BE IT RESOVLED BY THE LINCOLNTON CITY COUNCIL:

That the City of Lincolnton desires to participate in the North Carolina State Health Plan as enabled by the North Carolina General Assembly Session Law 2015-112 House Bill 154.

Adopted this 5th day of November, 2015.

Mayor

City Clerk

CITY OF LINCOLNTON

FINANCE DIRECTOR
Steve Zickefoose
szickefoose@lincolntonnc.org
Fax (704) 736-8999



HUMAN RESOURCES DIRECTOR
Tanya Osborne
tosborne@lincolntonnc.org
Fax (704) 736-8975

MEMORANDUM

TO: Jeff Emory
FROM: Steve Zickefoose
Tanya Osborne
SUBJECT: HB 154: Local Government Participation in State Health Plan
DATE: October 26, 2015

The legislature recently passed HB 154 that allows local government units to participate in the State Health Plan (SHP), and procedures for participation were received from the Department of State Treasurer on October 9th. Units with less than 1,000 employees and dependents are eligible with some specific guidelines to follow. Below is a brief summary of important points to be aware of, and the requirements to express interest in participating in the SHP.

Things to Consider:

- The City could potentially save approximately \$1,000,000 in premium costs. The SHP rates are significantly less than our present provider and have been historically stable.
- Claim history cannot be used by the state to determine eligibility.
- The SHP allows optional spousal and family coverage to those eligible. The rates are less than our current plan.
- Retirees cannot participate in the SHP. The City would have to use a different provider for them.
- If the City elects to participate, it is a permanent obligation.

There are several steps to the process for participating:

1. Provide a notice to SHP of intent to participate. This is done by completing an information sheet.
2. Pass a valid resolution expressing intent to participate.
3. Following passage of a valid resolution, enter into a memorandum of understand (MOU) with the State Health Plan. **NOTE: THIS IS THE BINDING STEP**
4. Work with SHP enrollment vendor to implement.
5. Adhere to SHP administrative policies.

The number of units being allowed to participate is limited. We believe it is in our best interest to complete Steps 1 and 2. This will put the City in the grouping for consideration without obligating us to accept a pending offer to participate.

Please let us know if you have any questions.

ITEM #

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CITY OF LINCOLNTON

CITY COUNCIL

John O. Gilleland, Jr., Mayor
Larry Mac Hovis, Mayor Pro-Tem
Devin Rhyne
Martin A. Eaddy
John Les 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: Awarding Bid for Purchase of Budgeted Sanitation Trucks

DATE: October 30, 2015

In the current year's budget funds are available to purchase two automated sanitation trucks. We have \$275,000.00 budgeted each for these two vehicles.

Bids were opened on October 26th. I have attached to this memorandum a copy of the bid total with the apparent low bidder identified. I would recommend City Council award the bid for the purchase of two automated sanitation packers, based on the attached information.

Attachment

Jeff Emory

From: Robert S. Buff
Sent: Thursday, October 29, 2015 2:26 PM
To: Jeff Emory
Cc: Stephen H. Peeler; Steven Zickefoose
Subject: Automated Garbage trucks

I have reviewed all bids and recommend we proceed with GSP Marketing's bid of \$241,256.55 per unit. These would be G-S products 9000 series mounted on a 2017 Mack LR613 chassis. GSP had a lower bid of 237,785.65 contingent on availability of a 2016 Mack LEU16A. There are two of these chassis available at this moment, but may or may not be available before issue of a purchase order. This brand is a newcomer to the North Carolina market but through APWA I talked with the Village of Pinehurst Solid Waste Director Tom Haughney. They are operating 4 of these units and he gave a very good review of the trucks and after sales service.

Our closest bids were

McNeilus.. \$253,863 McNeilus/Mack..

Amick Eq. \$256.342 ..Newway/Mack

CES \$259,734... Heil/Mack

Highest Bid..Advantage Truck Center \$285,998. LeBrie/Autocar

Please contact me if you have any questions or concerns.

Rob

ITEM #

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CITY OF LINCOLNTON

CITY COUNCIL

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CITY MANAGER

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CITY ATTORNEY

THOMAS J. WILSON, JR.

MEMORANDUM

TO: Mayor and City Council Members

FROM: Jeff Emory, City Manager

SUBJECT: Proposed Contract Between the City of Lincolnton and Lincoln County for Fire Service

DATE: October 30, 2015

I have enclosed for Councils consideration a proposed contract between the City and Lincoln County regarding the City providing fire service to an area that is currently covered in parts of residential fire districts. This has been talked about for years, and was originally part of the proposal for the County to provide assistance to the City in collecting Route 90 payments, in turn for the City providing coverage to rural fire district areas that did not meet minimum requirements for fire insurance.

The City and County have entered into the agreement for Route 90 collections. This agreement will now provide fire coverage to the areas identified on the attached map that accompanies the contract. This contract has been reviewed several times and as we have stated in the past, prior history indicates very little call volume in the areas involved.

Should you have any questions or comments regarding the proposed contract, please feel free to contact me or Chief Heavner.

Attachment

**NORTH CAROLINA
LINCOLN COUNTY**

THIS AGREEMENT is made and entered into on the ____ day of June 2015, for the contract period from _____ to _____, by and between the City of Lincolnton, a Municipal corporation of Lincoln County, North Carolina, by and through its municipal fire department, (collectively hereinafter referred to as the "Department"), and **Lincoln County**, a body corporate and politic pursuant to the laws of the state of North Carolina, hereinafter referred to as the "County."

WITNESSETH:

WHEREAS, North Carolina General Statutes Section 69-25.5 declares that counties may provide for fire and rescue protection in a designated district by contracting with any incorporated nonprofit volunteer or municipal fire department; and

WHEREAS, the County wishes the Department to be a first responder for structural fire and fire alarm calls within the Lincolnton Rural Fire District, as defined hereunder; and

WHEREAS, the County and the Department will strive to meet all applicable National Fire Protection Association ("NFPA") standards;

NOW, THEREFORE, in consideration of the mutual benefits inuring to the parties hereto, and based upon the mutual covenants contained herein and the considerations stated therein, the parties do hereby covenant and agree as follows:

1. Purpose:

The purpose of this Agreement is to provide for reasonably efficient fire service to residents of the County primarily located within the Lincolnton Rural Fire District.

2. Area of Protection:

The Department shall respond to structure fires and fire alarms within the Lincolnton Rural Fire District.

The Lincolnton Rural Fire District shall mean and be defined as that tax district located within Lincoln County more particularly described as follows:

The Lincolnton Rural Fire District is comprised of portions of three county fire districts which will be defined as zones:

Zone A is comprised of portions of the North 321 VFD District;
Zone B is comprised of portions of the Howards Creek VFD District; and
Zone C is comprised of portions of the Union VFD District

All of which are more particularly described by that map attached hereto as Exhibit "A." Each of the volunteer fire departments currently operating with the Lincolnton Rural Fire District will continue to receive the tax money collected from their old fire districts. Each of the volunteer fire departments will continue to respond to structure fires and fire alarms but will be the "second in department" for their Zone area. Each volunteer fire department will continue to run all other calls for each zone area that was theirs, including, but not limited to, calls for; debris removal; debris clearance; traffic control, search and rescue; evacuation; response to motor vehicle accidents; response and functioning at the EMS level as franchised through Lincoln County EMS and Lincoln County; provision of rescue services at the level of certification recognized through NCAREMS; and any other lifesaving and property protection measures as necessary.

3. Insurance Requirements:

- A. **Independent Contractor.** The Department understands and agrees that, in entering into this Agreement and providing services, it is acting as an independent contractor; none of the Department nor its employees, members, or personnel shall be deemed or construed to be employees of Lincoln County. The Department shall maintain insurance coverage for its personnel and equipment.
- B. **Indemnity Agreement.** The Department shall indemnify and save harmless Lincoln County from any and all liability and expenses, including attorney's fees, court costs and other costs, incurred by Lincoln County caused by the negligence of the Department, its agents, members, employees and personnel. Lincoln County shall indemnify and save harmless the Department from any and all liability and expenses, including attorney's fees, court costs, and other costs, incurred by the Department caused by the negligence of the County, its agents, members, employees and personnel.

4. Records:

The Chief of the Department shall be responsible for keeping accurate records of all fire calls, membership, training, and any other reports and records as may be required by the County or the State of North Carolina.

5. Reporting:

- The County shall provide the Department, and the Department shall complete for each call answered by it, North Carolina Fire Incident Reporting Forms and Casualty Reporting Forms in accordance with N.C.G.S. §58-79-45, which requires that casualty forms shall be completed for all fire related injuries and deaths. Fire incident reports shall be completed on all fire calls and put into the North Carolina Emergency Reporting Data Bank and then sent to the Office of the State Fire Marshal on a yearly bases.

6. Signatories:

- A. The City Manager shall execute this Agreement on behalf of the Department and the Chief of the Department shall attest his signature and affix the Department's Corporate Seal.
- B. The County Manager, acting under the authority of the Board of commissioners, shall execute this Agreement on behalf of the County, and the Clerk of the Board of Commissioners shall attest the County Manager's signature and affix the County Seal.

7. Termination of Prior Agreement:

Upon execution of this Agreement, all prior agreements related to fire services in these area between the parties shall be terminated and become null and void.

8. Designation of Fire Districts:

The provisions of this Agreement shall not alter the fire districts, which have been established within the County and rated for insurance purposes prior to the execution of this Agreement.

9. Term:

This Agreement shall be effective when fully executed by all parties hereto, and shall continue in effect until terminated by any part hereto providing a written 180 day notice to withdraw from this agreement to the non-terminating party.

10. Notices:

Notices required under the provisions of this Agreement shall be made by registered mail, return receipt, to the following parties: If to County: County Manager, if to the Department: Chief of Department.

11. Miscellaneous:

The terms of this Agreement may not be amended, modified, released or waived except in a writing signed by the parties hereto. This Agreement is not transferable or assignable by either party without the written consent of the other party to this Agreement.

IN WITNESS WHEREOF, the Department, pursuant to a resolution duly adopted by its Board of Directors, has caused this instrument to be duly executed in its name by the President of its Board of Directors and attested by its Secretary and Chief, and the County has caused this instrument to be duly executed in its name by the County Manager, pursuant to a resolution duly adopted by the County Board of Commissioners, and attested by its Clerk.

This _____ day of _____, 2015.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

CITY OF LINCOLNTON

A North Carolina Municipal Corporation

ATTEST: (SEAL)

By: _____

Jeff Emory, City Manager

Donna Flowers, City Clerk

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

Steve Zickefoose, Finance Director

City of Lincolnton

Approved as to form on behalf of the City of Lincolnton

Thomas J. Wilson, Jr., Attorney for the City of Lincolnton

LINCOLN COUNTY,
A North Carolina Body Corporate and Politic

By: _____

Kelly Atkins, County Manager

ATTEST:

(SEAL)

Amy Atkins, County Clerk

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

Deanna Rios, Finance Director

Approved as to form on behalf of the Lincoln County

Wesley L. Deaton, Attorney for Lincoln County

C. UVFD: Number of Structures, 51

1	Outbuilding
14	Houses
24	Mobile Homes
2	Multi Family
5	Mobile Home Space
5	Active Poultry House

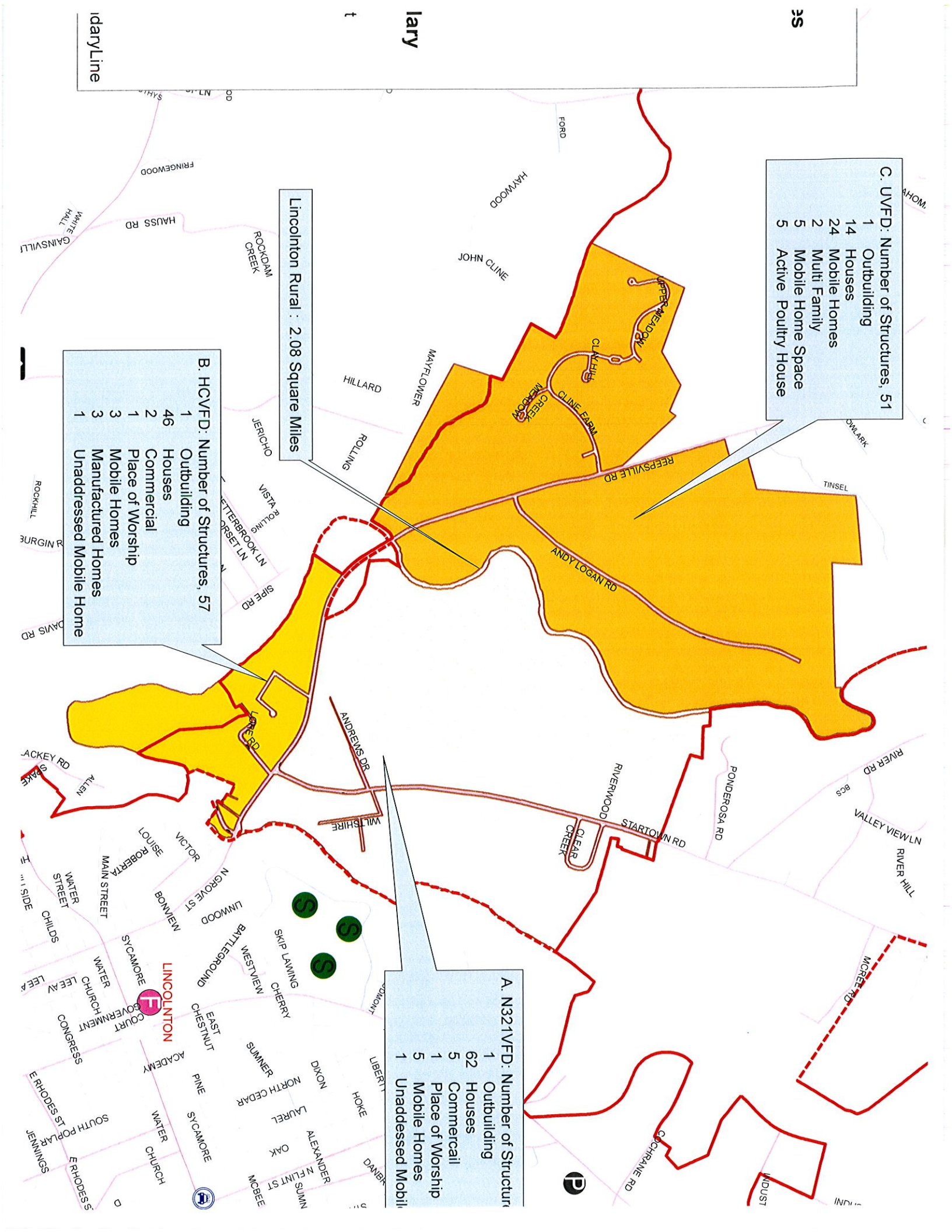
B. HCVD: Number of Structures, 57

1	Outbuilding
46	Houses
2	Commercial
1	Place of Worship
3	Mobile Homes
3	Manufactured Homes
1	Unaddressed Mobile Home

A. N321VFD: Number of Structures

1	Outbuilding
62	Houses
5	Commercial
1	Place of Worship
5	Mobile Homes
1	Unaddressed Mobile

Lincolnton Rural : 2.08 Square Miles



ITEM #

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CITY OF LINCOLNTON

CITY COUNCIL

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



CITY MANAGER

JEFF EMORY
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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: Revised Industrial Incentive Policy

DATE: October 30, 2015

Mr. Cliff Brumfield director of the Lincoln Economic Development Association will be present to discuss proposed revisions to the City's industrial incentive policy. The County and City have the same policy currently in place. LEDA is recommending changes in order to be more competitive with our neighbors in providing incentives to potential industrial customers.

The City wrote the original policy, which was also enacted by the County. The proposed changes Cliff is talking about now would provide for a seven year grant payment to eligible industries, as compared to five years which is the current policy. I agree with Cliff that anything we can do to put ourselves in a more competitive position regarding industrial recruitment will be a good thing.

Should you have any questions or comments please feel free to contact me.

ITEM #

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CITY OF LINCOLNTON

CITY COUNCIL

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CITY ATTORNEY

THOMAS J. WILSON, JR.

MEMORANDUM

TO: Mayor and City Council Members

FROM: Jeff Emory, City Manager

SUBJECT: Mrs. Martha Finger

DATE: October 30, 2015

Martha Finger, the owner of a mobile home park located at the corner of Elizabeth Ave. and Carpenter Street, plans to appear before Council regarding the condition of the park. I, along with the Mayor and other staff have met with Mrs. Finger on numerous occasions regarding this park. Staff has done many things to try to improve the drainage condition surrounding the park property. This mobile home park has very little drainage within the park itself. We have told Mrs. Finger on many occasions that a great part of the issue relates to this lack of drainage.

Attached to this memorandum is a list of items city staff has addressed over the years at this location. I really do not feel there is anything more at this point the City can do. While I will agree the City has some obligation regarding drainage, obligations also exist for an individual property owner. In the past Mrs. Finger has threatened to get an attorney, and has called me and other city officials on many, many occasions. I really do not believe there is anything more the City can do regarding this situation.

If you have any questions feel free to give me or Steve Peeler a call.

Attachment

Memo

Date: October 28, 2015

To: Jeff Emory, City Manager

From: Rob Buff, Assistant Director of Public Works

Subject: Finger Property

This is in response to your request for information regarding rental property owned by Ms. Finger on the corner of Carpenter St. and Elizabeth Ave.

Mrs. Finger has lodged complaints over the last several years about mold on and in her mobile homes caused by street runoff at this location. She filed claims with our insurance carrier and was denied. She also began proceedings with a lawsuit that never came to fruition for reasons unknown to me.

The City of Lincolnton has tried to address the stormwater concerns at this location and have done what is within our charge of responsibility. We have replaced drainage pipe along Elizabeth in 2010. We inspect and clean the system from N. Aspen to the discharge point on the west side of Elizabeth Ave. in the spring and fall of every year. During this maintenance we tend to find strange things stuffed into the catch basins along the road such as, bicycles, basketballs and soccer balls, bags of

trash etc. I removed a concrete block from the inlet side of the driveway pipe in early September this year (picture #1).

Blocking the driveway pipe and catch basins can cause problems and should be addressed by the property owner to her residents. I make a point to get out and check this and other locations during heavy rain events. There is a problem along the east side of Elizabeth with a catch basin continually overflowing creating a sinkhole. This is ongoing and I do not have a solution because the problem is silt and debris compaction on private property well off the right of way. This system is scheduled for maintenance in the next few weeks before winter.

The bulk of the stormwater problem lies with property itself. It is below road grade and sits in a bowl. The two mobile homes along Carpenter St. have no gutters and the grade of the property slopes from the back side of the ditch towards the underpinning of the dwellings. We added dirt to the back of our ditch line to protect the property from street runoff (picture 2). In this picture you can see all street runoff is in the road or the ditch (pictures 2 and 3). The non managed discharge from the mobile home roofs flow down the sides and collects under the structures, you can see the water marks in pictures 4 and 5. The impervious roof surface is approx. 92 sq ft. on the corner unit and 111 sq ft. on the second for a total of 203 sq ft. The approx. impervious street area in front of these two units is only 157 sq ft. The total area below road grade is close to 2,700 sq ft. with 5 other structures that also contribute stormwater to the bowl in which they sit. To put this into perspective, if it's raining 1 inch an hour on the road, it is also raining 1 inch an hour on the

property in question which is lower than the City of Lincoln drainage system. All rain falling on the property during a storm event ponds in the mobile home park because it is the lowest point.

ITEM #

10

November 2015 Council Meeting
Executive Summary
September 2015 Year-To-Date
Comparative for Budgetary Purposes - Prior to Closing 2015 Fiscal Year

		15-16	% of Budget	14-15	Difference	
General Fund						
Fund 10	Revenues	4,114,652.96	(1) 34.95%	3,280,695.66	833,957.30	(1)
	Expenses	2,795,067.37	(2) 31.03%	2,724,789.31	70,278.06	(2)
	Difference	1,319,585.59		555,906.35	763,679.24	
Water & Sewer Fund						
Fund 61	Revenues	2,301,664.77	(3) 24.97%	2,381,592.13	(79,927.36)	(3)
	Expenses	1,004,614.94	(4) 18.81%	916,617.00	87,997.94	(4)
	Difference	1,297,049.83		1,464,975.13	(167,925.30)	
Electric Fund						
Fund 63	Revenues	2,166,281.73	(5) 27.98%	2,071,118.05	95,163.68	(5)
	Expenses	1,527,275.38	(6) 25.63%	1,620,250.46	(92,975.08)	(6)
	Difference	639,006.35		450,867.59	188,138.76	
Overtime	80+ hours	68,784.88		89,472.26	(20,687.38)	

- (1) Tax collections up \$613,000. Received LTDA donation for depot project \$220,000.
- (2) Salaries and Benefits up \$75,000 due to health insurance.
- (3) Water & Sewer revenues up \$126,500. Late Fees up \$5,000.
Miscellaneous revenue down (\$219,000). We had received FEMA and Insurance claim payments for \$216,000 in 2014.
- (4) Salaries and Benefits up \$60,000 due to filling vacant positions and health insurance.
Sludge removal up \$23,000.
- (5) Electric sales up \$227,000. Sales tax no longer a budget line (\$133,000.)
- (6) Sales tax due to State no longer a budget line. Taxes collected and given directly to State. (\$99,000).

**CLOSED
SESSION**