

A G E N D A

LINCOLN TON CITY COUNCIL

August 4, 2016

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
LINCOLN CITY COUNCIL

August 4, 2016
7:00 p.m.

CALL TO ORDER – Mayor Ed Hatley

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. Approval of Minutes of the following meetings:

July 7th 2016 – Regular Meeting

4. Calls to Public Hearing for the September 1st meeting:

ZTA-5-2016: Request by Planning Staff for Amendment to the Unified Development Ordinance to revise the zoning regulations related to the Special Highway Overlay District (SHO)

5. Amendments to recently approved Administrative Policies; Corrected numbers are as follows:

(Tanya is to send a memo for this item)

REGULAR AGENDA

PUBLIC HEARING

6. A Public Hearing to discuss and consider a potential incentive grant for a new/existing industry. Presentations for the proposed grant will be done by the Lincoln Economic Development Association

**Kara Brown, Existing Business Manager
LEDA**

AGENDA

August 4, 2016

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RSEOLUTIONS

(R-15-16)

- 7. Consideration of Resolution to Adopt Economic Incentive Grant Agreement between the City and potential new industry**

**Kara Brown, Existing Business Manager
LEDA**

(R-16-16)

- 8. Consideration of Resolution approving matching funds for a Department of Homeland Security / FEMA Grant for a VIPER system – Communications Equipment – 10% match required by the City = \$ 146,816.50**

Ryan Heavner, Fire Chief

(R-18-16)

- 9. Resolution amending the City's list of Budgeted Positions**

Steve Zickefoose, City Manager

PRESENTATION

- 10. Presentation from DDA requesting permission to begin planning the 2017 DDA Special Events**

**Wayne Hoyle, DDA Board
and other DDA Board Members**

CONTRACT

(C-17-16)

- 11. Consideration of contract between the City and NCDOT for construction of a sidewalk connector on East Main Street over the Hwy 321 bridge – TIP# C-56061 – (*City would be awarded \$ 158,000 through FHWA*)**

Laura Elam, Planning Director

CONTRACT
(C-18-16)

12. Consideration of contract between the City and Electricities of North Carolina for Branding Project in the amount of \$ 15,000

Steve Zickefoose, City Manager

BUDGET AMENDMENT
(BA-03-16)

13. Proposed Budget Amendment to the General Fund transferring monies from various departments/line items

Steve Zickefoose, City Manager

OTHER BUSINESS

14. Update on First Federal Park project

Ritchie Haynes, Recreation

15. Update on Pay & Classification Study – Schedule date for Council to conduct a work session regarding Pay & Classification Study

Tanya Osborne, HR Director

16. Monthly Financial Report/Overtime Report
(Please reference report provided in agenda packet)

Steve Zickefoose, 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

REGULAR MEETING – JULY 7, 2016

The Mayor and City Council met in regular session on Thursday, July 7, 2016 at 7:00 p.m. in the Council Chambers of City hall located at 114 West Sycamore Street, Lincolnton, NC.

Mayor Hatley called the meeting to order and led the Pledge of Allegiance. The following Council members were in attendance:

RHYNE BLACK EADDY JETTON

Councilman Eaddy made the motion unanimously approved the REGULAR AGENDA.

Councilman Rhyne made the motion unanimously approved the CONSENT AGENDA as follows:

- Approved Minutes of both June 2nd regular meeting and June 4th Special Meeting
- Approved amended Ward Boundary Map reflecting changes due to the recent annexation (ANX-1-2016 Triangle Real Estate) *Approved by Council at their June 2nd meeting; adding property annexed to Ward 1.*

REGULAR AGENDA

APPLICATION FROM HA OF NEWTON LLC REQUESTING THE REZONING OF 0.24 ACRES OF LAND FROM RESIDENTIAL-8 (R-8) TO GENERAL BUSINESS (GB). THE SUBJECT PROPERTY IS LOCATED BEHIND 2514 EAST MAIN STREET (EDDY'S AUTO PARTS) AND HAS FRONTAGE ON ROSS STREET AND OPENIEW DRIVE (PARCEL ID 25212):

ZMA-4-2016

Mayor Hatley opened the Public Hearing. Laura Elam, Planning Director reviewed the request from the above said applicant. Laura reviewed the applicants compliance with the Land Use Plan, saying the rezoning of the property to the General Business (GB) district generally complies with the intent of the Land Use Plan in that the districts are similar and the front portion of the property is already zoned General Business (GB). She concluded, recommending on behalf of the Planning board and Staff, that the property be rezoned to GB as requested by the applicant.

REGULAR MEETING – JULY 7, 2016

Councilman Rhyne made the motion unanimously approved to close the Public Hearing. Councilman Jetton made the motion unanimously approved to rezone the property as recommended.

REQUEST FROM CITY OF LINCOLNTON PLANNING DEPARTMENT TO AMEND VARIOUS SECTIONS OF THE UDO TO REVISE THE STANDARDS AND DEFINITIONS REGARDING TAVERNS AND BARS TO REFLECT RECENT ELECTION RESULTS ALLOWING “ON PREMISE AND OFF PREMISE” SALE OF ALCOHOL:

Mayor Hatley opened the Public Hearing. Laura Elam, Planning Director, reviewed the request submitted by the Planning Department to amend the City’s Unified Development Ordinance (UDO) making revisions and corrections that reflect recent election results allowing “On-Premise and Off-Premise sale of alcohol.

Laura said current language allows for “social clubs” or “lounges” in the Neighborhood Business (NB), Central Business (CB), Central Business Transitional (CBT), General Business (GB) and Planned Business (PB) districts subject to the issuance of a conditional use permit by the City Council. In addition to the requirement for a conditional use permit, a proposed social club or lounge is subject to separation requirements from residentially zoned properties, churches, elementary and secondary schools, child day care and nursery schools, and public parks and playgrounds. The separation requirement in downtown is 50 feet. Outside of downtown, the separation requirement is 300 feet, she said. Laura also noted that the above local zoning regulations, an establishment that sells alcoholic beverages is required by the State to obtain an ABC permit and adhere to all applicable State and ABC laws. Those laws include consideration of whether the establishment is located within 50 feet of a church, public school, or any nonpublic school.

Laura reviewed the proposed text amendment to the UDO as follows:

- (1) The elimination of the outdated “social club” and “lounge” terminology along with elimination of the 50-foot and 300-foot separation requirements for those uses.
- (2) The addition of a new term “tavern”, which would include uses such as pubs, microbreweries, brewpubs and bars.
- (3) The allowance of taverns as a conditional use in all of the City’s commercial zoning districts including NB, CB, CBT, PB, GB, and GMC.

REGULAR MEETING – JULY 7, 2016

In conclusion Laura noted the proposed elimination of the 50-foot and 300-foot separations from residentially zoned properties, churches, elementary and schools, child day care and nursery schools and public parks and playgrounds will eliminate a significant barrier to potential small business owners seeking a location for a tavern in the City. She said, “Through the conditional use permit process, City Council would consider, on a case by case basis, whether the proposed tavern is appropriate for the proposed location”. City Council could reject the conditional use permit request if it is viewed as unacceptable due to the location’s proximity to certain uses or its potential impact on nearby uses. Elimination of the separation requirements will allow City Council to determine the appropriateness of a specific request in a particular location rather than it being pre-determined by one size fits all standards in the ordinance.

Laura recommended, on behalf of Planning Board and Staff, that the UDO be amended as outlined above.

This item generated some discussion. Councilman Eaddy referenced the State ABC regulations, and their separations requirements, as they require the 50-foot separation on churches and schools. Laura said the State ABC would consider that they would consider whether or not the proposed use is located within 50 feet of a school or church. She talked with a representative from Alcohol Law Enforcement and found that that is hard and fast rule but said, they would consider a letter from a church or school saying they were ok with the use, should there be interest in an area near a church or school.

Councilman Rhyne asked when the last time the City had a request for a bar or lounge and that fifty foot rule came into play. Laura said the only one formally proposed was a few years ago on East Water Street.

Councilman Jetton asked about the word “tavern” requiring no food, he said “Could that be approved?” Laura said it could be approved under the new regulations approved by the recent referendum.

Councilman Eaddy asked, “Without this change, how unlikely would a microbrewery be to want to locate on Main Street? Laura said, “What we are hearing is that it would be beneficial to set yourself up to be a microbrewery without having to meet that restaurant requirement. As far as I know there are not many buildings downtown readily available, to move into today, that already have a commercial kitchen setup to be a restaurant”.

REGULAR MEETING – JULY 7, 2016

Councilman Rhyne said he felt like Council has been unfairly labeled in the past for not being receptive to allowing bars or establishments locating downtown. He said, “My only concern is 50 feet is not a long way from a church or school for a bar to locate in downtown”. He said, “I feel better that Council would have the last say through a conditional use permit but 50 feet is not a lot of distance to me”.

Upon conclusion of the discussion among Council, Councilman Rhyne made the motion unanimously approved to close the Public Hearing.

Councilman Eaddy made the motion unanimously approved to amend the UDO as recommended by the Planning Staff.

RECOGNITION OF MEMBERS OF THE LINCOLNTON POLICE DEPARTMENT FOR THE RECEIPT OF THE FOLLOWING CERTIFICATIONS:

OFFICER TIFFANY CLINE – INTERMEDIATE LAW ENFORCEMENT CERTIFICATE

OFFICER RICK HENSLEY – INTERMEDIATE LAW ENFORCEMENT CERTIFICATE

OFFICER BILLY SIEBENHAAR – INTERMEDIATE AND ADVANCED LAW ENFORCEMENT CERTIFICATE

Rodney Jordan, Chief of Police, called forward the above mentioned officer to showcase these officers for their accomplishments. He said the Intermediate Certificate is the second highest certificate in law enforcement, and is something you really have to work for. He asked Captain Greene to come forward and assist as he presented certificates to Officers Cline, Hensley and Siebenhaar. The Chief also thanked the officer’s spouses for the job they allow them to do.

Mayor Hatley also spoke, on behalf of the City Council, thanking these officers for their dedication and service to the City and to their profession.

REGULAR MEETING – JULY 7, 2016

CONSIDERATION OF AMENDMENT TO THE CITY'S ADMINISTRATIVE POLICY MANUAL – ADDING # 11 – SERVICE CONTRACT PROCEDURES:

(P-06-16)

Steve Zickefoose, Interim City Manager, said he has evaluated some of the City's policies and procedures and he noticed there is not a policy for service contracts and procedures are to occur. He provided an overview the policy to Council, and supplied a copy of the proposed policy in its entirety in the agenda packet. The Service Contract Policy was reviewed as follows:

Policy # 11 – *Service Contracts* - Steve said the purpose of this policy would be to provide a consistent process for the selection and approval of service contracts that promotes opportunities for competition and increased value. The procedures shall apply for Professional Services Contracts, including but not limited to engineering services, architectural services, consulting services, design services, surveyor services, etc.

Councilman Rhyne made the motion unanimously approved to adopt the policies as presented by the Interim City Manager.

CONSIDERATION OF AMENDMENT TO THE CITY'S ADMINISTRATIVE POLICY MANUAL – ADDING # 12 – EMPLOYEE IDENTIFICATION:

(P-07-16)

Steve Zickefoose, Interim City Manager, said he has evaluated some of the City's policies and procedures and he noticed there is not a policy for service contracts and procedures are to occur. He provided an overview the policy to Council, and supplied a copy of the proposed policy in its entirety in the agenda packet. The Employee Identification Policy was reviewed as follows:

Policy # 12 – *Employee Identification* – This policy would establish guidelines for the issuance of a photo identification badge to all employees and for the use of said badge by employees while at work or when representing the City in any official capacity in an effort to provide a safe and secure workplace for all employees. (Public Safety employees that are required to wear uniforms are exempt from wearing the photo identification badge.)

Both policies would be placed in the City's Administrative Policy Manual and distributed to all employees if adopted.

REGULAR MEETING – JULY 7, 2016

Councilman Black made the motion unanimously approved to adopt the Employee Identification Policy.

Councilman Black thanked Mr. Zickefoose for these updates. Steve said he felt the City has been behind not having these policies in place.

Councilman Rhyne questioned the end result of the identification Badges, asking if they would eventually service as a way to gain entry into the building. Steve said the end result would be sometime away as we would have to work toward that as we do not have monies available for implementing this at this time. Councilman Rhyne asked for the current cost of equipment just to produce the badges. Steve said he thought about \$ 2,000 had spent thus far for the equipment to make the badges for identification purposes.

Steve said eventually, not anytime in the near future, equipment would be purchased to make these badges serve as a key, and eventually employee access to facilities could be controlled through this system as well. He reiterated this would not be anytime soon.

CONSIDERATION OF POLICY DEFINING GUIDELINES FOR RE-DEVELOPMENT REVOLVING LOAN FUND:

(P-08-16)

Steve Zickefoose, Interim City Manager, told Council that some months back the City received a \$ 96,107.00 State Grant for the purpose of re-developing downtown. The purpose of the Downtown Re-Development Revolving Loan Fund (DR RLF) is to encourage physical improvements and increase commercial space through the rehabilitation of Lincolnton's traditional, older buildings that have become dilapidated, under-utilized, and abandoned or are otherwise uninhabitable.

He said staff has prepared guidelines that include a fact sheet, application and the loan process. Loans will be awarded in amounts from \$ 5,000 to \$ 30,000 with a term of four years and zero interest. Loans would require Council approval. He requested Council adopt the guidelines and supporting documents as presented.

REGULAR MEETING – JULY 7, 2016

Councilman Eaddy made the motion unanimously approved the guidelines, fact sheet and application as recommended by the Interim City Manager.

(A copy of these guidelines will remain on file in the City Manager's Office and will appear at the end of this document becoming a permanent part of these official minutes.)

RESOLUTION ENDORSING ABANDONMENT OF A PORTION OF ELM GROVE ROAD (SR#1221) FROM THE STATE HIGHWAY SYSTEM AS REQUESTED BY THE NC DEPARTMENT OF TRANSPORTATION THROUGH A PETITION FROM SOUTH FORK INDUSTRIES

(R-13-16)

Greg Brittain, of NCDOT, contacted the City Clerk Donna Flowers on the day of the meeting requesting that this item be removed from the agenda until further notice. NCDOT is continuing to work with South Fork Industries regarding right-of-way and other issues but plan to request to appear before Council at a future meeting to discuss approval of a resolution to abandon a portion of Elm Grove Road.

RESOLUTION DESIGNATING THE MAIN STREET MANAGER AS A DOWNTOWN DEVELOPMENT ASSOCIATION (DDA) POSITION, HIRED AND FUNDED THROUGH THE DDA:

(R-14-16)

Steve Zickefoose, Interim City Manager, told Council that the Downtown Development Association would like to continue the Main Street Director/Manager. The City has been acting as Main Street Manager prior to the current reorganization. He said in order to allow DDA to become the Main Street Manager, the following language needs to be included in a resolution that designates the change:

The City is designating the DDA to administer the Main Street Program at the local level. The DDA would be responsible for hiring, and funding a Main Street Manager (a person) to manage the program with the board of directors.

This item generated much discussion and DDA Board members as well as citizens were in attendance to provide input to Council if needed. Steve said a choice has to be made on how this position will operate. The State needs an

REGULAR MEETING – JULY 7, 2016

official resolution adopted to determine the City's intent for a Main Street Manager.

Steve told Council that with the current Events and Marketing Coordinator position that provides support to DDA as seventy-five percent of their job duties was suggested to State Officials as the monetary support from the City. He was told this position could not count towards the position which requires one hundred percent of an employee's time be committed to the Main Street Program. We thought we had a solution and then we found out quickly that we did not have a solution. DDA would like to be the Main Street Manager but quite frankly they do not have the funding to do that.

Councilman Eaddy said, "DDA has been a powerful and influential part of the promotion of the City as long as I can remember. Their events bring us a lot of attention, they give us good feedback on issues that affect the City and they are on this multiple facet committee pulled together to help plan for the City in the future. I am very appreciative of their support. I do think the Main Street Program is suitably housed and I support the recent reorganization. I would like for us to take the opportunity to see if we can help with this funding shortfall on a temporary basis". Dr. Eaddy also said, "I would like to see if there are ideas that could be brought to the table; so would we be able to delay action on this item for one month until we can get some feedback and look at what our options are?"

The Interim City Manager said the designation of the Main Street Manager is time sensitive but it would take some time to fill the vacancy so it could be put off. Councilman Rhyne questioned whether the City or DDA would be filling the vacancy. Steve said, "The black and white answer would be that DDA would be filling the vacancy". Councilman Black said, "But are we providing the money for it?" Steve said that he had some discussions with Mrs. Donna Berringer and he is aware that the DDA does not have significant funds available to fund the position but he hesitated to elaborate as he did not want to speak on DDA's behalf. Mrs. Berringer said DDA could come possibly have \$ 20,000 available in funding toward the position.

After further discussion, Councilman Eaddy made the motion to table action on this item until the August City Council meeting.

REGULAR MEETING – JULY 7, 2016

CONSIDERATION OF APPROPRIATING \$ 9,000 TO THE LINCOLN HISTORICAL ASSOCIATION TO ASSIST WITH RESTORATION OF THE 1920'S CLOCK THAT HUNG ON THE FORMER FIRST NATIONAL BANK BUILDING ALONG E MAIN AND COURTSQUARE:

Jason Harpe, Director of LCHA spoke to Council regarding the restoration of the old clock that formerly hung on the First National Bank Building in the 100 block of East Main Street. Jason credited Roby Jetton and Bill Beam for finding the clock and Steve Bailey for producing old photos of the clock to assist with restoration. Jason said a potential location could be the East side of the Court square but nothing has been confirmed to date as the selected structure would have to be determined structurally sound through an architectural or engineering firm.

Jason praised Councilman Jetton for his efforts in raising over \$ 5,000 himself towards this project. He estimated the total project cost to be around \$ 15,000. He concluded requesting the City consider providing \$ 9,000 of funding for this project.

Councilman Eaddy made the motion unanimously approved to provide the funding as requested to the Lincoln County Historical Association, to be used for the restoration of the “Old Clock”.

Councilman Rhyne asked when the LCHA expected that the restoration would be complete. Jason said he hopes within a 90 day timeframe.

UPDATE ON BIDS RECEIVED FOR FIRST FEDERAL PARK:

Richard Haynes, Recreation Director, reviewed bids received for the First Federal Park project. He said bids received were higher than originally expected and he plans to meet with both Gary Wirth and Tommy Howard to discuss value engineering for potential removal of items to bring the project inline with the budget. He felt he would have more information from this value engineering meeting and could bring back cost estimates to Council at their August 4th meeting.

After some discussion Councilman Rhyne made the motion unanimously approved to table this item until the August 4th City Council meeting.

REGULAR MEETING – JULY 7, 2016

CONSIDERATION OF REQUEST FROM LINCOLN COUNTY SCHOOLS SUPERINTENDENT FOR A SCHOOL RESOURCE OFFICER – ASBURY ACADEMY:

Steve Zickefoose, Interim City Manager and Rodney Jordan, Police Chief told Council of a request they had received from Dr. Sherry Hoyle Superintendent of Lincoln County Schools to consider adding a School Resource Office at Asbury Academy. They explained that upon the retirement of Kim Duncan, the position has become available and the school system would like to have a sworn law enforcement officer, as does Lincolnton Middle and Lincolnton High School.

Interim City Manager Steve Zickefoose said based on prior years cost for SRO's, the reimbursement formula provides sufficient funding that will have little if any additional costs to the City. The Police Department has a spare vehicle that could be used by the SRO if Council approves funding of the position.

Chief Jordan added that Asbury Academy is the alternative school for Lincoln County Schools and he felt the students would benefit from having a uniformed officer on site that would help in building trust and providing an enriching opportunity for development.

Dr. Hoyle and Associate Superintendent Tony Worley were in attendance and offered to answer any questions that Council may have regarding this request.

Councilman Eaddy made the motion unanimously approved to add the employee and amend the list of budgeted positions for the City to reflect this change.

Mayor Hatley along with Dr. Eaddy felt this would be a positive for both the School system and the City. Dr. Eaddy said, "I think it is a good move, in the summer time officers like to take some time off and this gives them the manpower to help with scheduling. It allows our young people to bond with a City Police Officer."

Mayor Hatley said, "I have never understood why there was hesitancy to fund or support a School Resource Officer in the first place." Councilman Black said, "Doesn't the City respond to calls in that area anyway, and doesn't it make sense to have a City Officer in that school."

REGULAR MEETING – JULY 7, 2016

UPDATE ON THE STEERING COMMITTEE MEETING HELD JUNE 9TH COMPRISED OF B&CD, DDA, CHAMBER OF COMMERCE, LINCOLN ECONOMIC DEVELOPMENT ASSOCIATION AND THE LINCOLNTON TOURISM DEVELOPMENT AUTHORITY:

Steve Zickefoose, Interim City Manager, provided Council an update from the first Steering Committee meeting, which was hosted by the City on June 9th. The Steering Committee is comprised of representatives from Business & Community Development, the Downtown Development Association, the Chamber of Commerce, the Lincoln Economic Development Association and the Lincolnton Tourism Development Authority. Several community leaders were also on hand for the first meeting to provide input on how this group could work together to enhance communication throughout our community and various organizations, who are working together to promote Lincolnton.

Each committee's mission statement was reviewed, all of which share a commonality of visions for progress. A representative of each organization gave an overview of areas that they considered to be their areas of specialties. General comments were made that indicate there are some areas that overlap and that coordination among the groups could prevent duplication of efforts.

Steve said, "I am very proud of the Steering Committee, this is the first time that I am aware of that efforts have been made to combine efforts to help improve the downtown area." All organizations have a vested interest in the betterment of both city wide and county wide development.

A common data depository and a community calendar will be developed for each organization to submit information and events. Branding was another topic and being able to blend the brands of the organizations

The biggest take away was the willingness for each organization to work together. It can help with business recruitment and also help with developing downtown and what we want it to look like. We can come together and have a common vision of what we want Lincolnton to look like. Steve said, "Again, I am extremely pleased with the first meeting and look forward to the next meeting of this committee".

REGULAR MEETING – JULY 7, 2016

MONTHLY FINANCIAL & OVERTIME REPORT:

Steve Zickefoose, Interim City Manager, reviewed the following financial and overtime report:

July 2016 Council Meeting

Executive Summary

May 2016 Year-To-Date

Comparative for Budgetary Purposes

General Fund		15-16	% of Budget	14-15	Difference	
Fund 10	Revenues	8,871,730.54	(1) 74.74%	8,258,357.96	613,372.58	(1)
	Expenses	8,829,463.93	(2) 82.17%	8,529,163.58	300,300.35	(2)
	Difference	42,266.61		(270,805.62)	313,072.23	

(1) Property tax, sales tax, franchise tax up total of \$45,000. Cemetery sales up \$8,000. Interest up \$5,900. State Grant \$96,000. Loan proceeds for capital purchase \$228,000. LTDA donation \$220,000.

(2) Salaries and Benefits up \$54,000 due to health insurance and COL and CMO payoffs. Elections cost up \$28,000. GF Debt Service up \$38,000. Capital purchases up \$180,000.

Water & Sewer Fund		15-16	% of Budget	14-15	Difference	
Fund 61	Revenues	7,825,210.36	(3) 84.00%	7,738,457.40	86,752.96	(3)
	Expenses	7,415,736.73	(4) 90.61%	7,431,317.36	(15,580.63)	(4)
	Difference	409,473.63		307,140.04	102,333.59	

(3) Water & Sewer revenues up \$285,000. Late/Default Fees up \$6,000. Miscellaneous revenue down (\$216,000). We had received FEMA and Insurance claim payments for \$216,000 in 2014. Interest up \$11,000.

(4) Capital expense up \$170,000. Obligations and services up \$98,000. Supplies down (\$25,000). Fixed charges down (\$87,000). Debt Service down (\$139,000).

Electric Fund		15-16	% of Budget	14-15	Difference	
Fund 63	Revenues	7,297,898.08	(5) 94.26%	7,567,563.07	(269,664.99)	(5)
	Expenses	6,337,189.42	(6) 83.38%	6,639,130.30	(301,940.88)	(6)
	Difference	960,708.66		928,432.77	32,275.89	

(5) Electric revenues up \$56,000. Sales tax no longer a budget line (\$179,000.) GovDeals up \$8,000. Loan proceeds (\$150,000).

(6) Sales tax due to State no longer a budget line. Taxes collected and given directly to State. (\$179,000). Salaries and Benefits up \$41,000 due to COL and health insurance. Meter testing down (\$15,000). Electric Cost down (\$325,000). Fixed Charges up \$98,000. Capital outlay up \$74,000.

Overtime	80+ hours	240,168.89	285,589.11	(45,420.22)
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REGULAR MEETING – JULY 7, 2016

PUBLIC COMMENT:

Mayor Hatley reminded those that spoke to please keep comments at three minutes as stated in the Public Comment Policy.

Stacy Bryant spoke to Council as a former DDA employee noting several accomplishments that DDA has made through the Business and Community Development Department being a Main Street Program participant. She cited Court Street Grille and the City Hall / Fire Station complex as things that are in our downtown as a result of the DDA and B&CD.

And Lynn told Council that he serves as a board member on DDA and is in support of the Main Street Program but would like time to see where available funds may be to continue the position. He thanked Council for their continued support and said he would try and get more information to them regarding a plan for funding.

John Water spoke to Council expressing his opinion about the City's funding to the Lincolnton-Lincoln County Airport. He does not feel the City receives benefit for the funding provided. He also thanked Council, department heads and employees, especially first responders for the service they provide to the citizens of Lincolnton.

Donna Berringer also spoke in support of DDA, as she serves as the current Chair of this board. She ask for 30 days to bring back information to Council regarding the program and potential funding options for the Main Street Program.

CLOSED SESSION: Councilman Eaddy made the motion unanimously approved to enter into Closed Session to discuss the position of City Manager in accordance with NCGS 143. 318.11(a)(6).

Councilman Rhyne made the motion unanimously approved to return to REGULAR SESSION.

Councilman Rhyne made the motion unanimously approved to offer the position of City Manager to Interim City Manager Steve Zickefoose pursuant to the modifications discussed regarding his contract.

REGULAR MEETING – JULY 7, 2016

NEWS MEDIA:

Lincoln Times News Reporter Phil Perry had questions for Council regarding the appointment and contract. He was directed to the City Attorney for clarification.

ADJOURNMENT:

Councilman Rhyne made the motion unanimously approved to adjourn the meeting.

DONNA C. FLOWERS, MMC
CITY CLERK

ED HATLEY
MAYOR

One (1) Attachment

CITY OF LINCOLNTON
DOWNTOWN RE-DEVELOPMENT REVOLVING LOAN FUND (DR LRF)
FACT SHEET

Objectives:

The purpose of the Downtown Re-Development Revolving Loan Fund (DR LRF) is to encourage physical improvements and increase commercial space through the rehabilitation of Lincolnnton's traditional, older buildings that have become dilapidated, under-utilized, and abandoned or are otherwise uninhabitable.

Public-private partnerships will be created by providing immediate access to funds in the form of a short-term, no-interest rate financing program to fund "code correction" related expenses within the overall rehabilitation, adaptive re-use, and preservation of the commercial properties in Lincolnnton's Central Business District.

City of Lincolnnton Adopted Revitalization goals are as follows:

1. Improve the vitality of downtown Lincolnnton with expanded retail, restaurants, downtown housing, and entertainment opportunities.
2. Increased investment dollars by the private sector in the downtown district.
3. Reinforce existing businesses in downtown Lincolnnton through growth and diversification of Lincolnnton's economy.
4. Improve the visual appearance of downtown Lincolnnton.
5. Reduction of vacant and underutilized storefronts, upper floors, and properties not up to current code.
6. Edify the local preservation ethic through rehabilitation and adaptive re-use of Lincolnnton's historic structures.
7. Broaden the tax base.

Eligible Applicants: Eligible applicants under this program shall be owners of commercial properties located within Lincolnnton's Central Business District.

Loan Amounts: Loans will be awarded in amounts from \$5,000 to \$30,000.

Eligible Use of Funds: Development costs related to "code correction" of dilapidated, abandoned and underutilized properties. Eligible expenses include, but not limited to: electrical/plumbing; HVAC; roof repair/replacement; structural stabilization; historic preservation; work required to meet A.D.A. standards; firewall; and sprinkler system.

Priority will be given to projects with planned retail, restaurants, and upper story residential.

Matching Funds: Property owner must match RLF funds at a 1:1 (dollar for dollar ratio). The matching funds investment may include expenses for cosmetic improvements and equipment that would be considered permanent upgrades to the facility. Matching fund expenses must be invested prior to Certificate of Occupancy being issued.

Loan Terms: Loans are offered to qualified applicants at zero percent (0%) interest for a period of four (4) years.

Application Review: Applications will be reviewed by staff within thirty (30) days of receipt. Loan awards will be made in consideration of how well the project aligns with revitalization goals, community and economic impact, and credit worthiness of applicant. Incomplete applications will not be considered for funding.

2. Sources and Uses of Funds

Use of funds:

Itemize scope of work in general categories with the total amounts for each, including any non-"code correction" work that will be included as matching funds for cosmetic upgrades, permanent fixture equipment, etc.

Source of Funds:

For each use of funds item listed, identify the sources and amounts allocated. If a particular source of funding will be used for more than one activity, please indicate so.

Example:

Use	Amount	Source	Amount
Electric/Plumbing/HVAC	\$23,000	DR RLF	\$23,000
Lighting/restroom upgrades to meet code	\$ 7,000	DD RLF / Owner equity	\$ 7,000
Replace/repair doors/window/roof	\$30,000	Bank finance/Owner equity	\$20,000 / \$10,000
Total costs:	\$60,000	Total Sources:	DD RLF- \$30,000 Owner Equity- \$10,000 Other equity- \$ 0 Bank finance- \$20,000

SOURCES AND USES STATEMENT

USE OF FUNDS		SOURCE OF FUNDS	
Use	Amount	DR RLF / Lender / Equity	Amount
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
Total Costs =	\$	Total Sources =	\$

USE MUST EQUAL SOURCES

3. Public Benefit: (limit one page narrative)

Indicate how the proposed project will assist the City of Lincolnton in its efforts to revitalize and enhance Lincolnton's Downtown District. (Refer to Lincolnton's Revitalization Goals).

- Name and type of new business(s) created
- Number of FT/PT jobs created or retained
- Current conditions and use of property
- Total investment, including property acquisition (if recent), business expenses, fees, etc.

4. Property photos:

Submit photos to show current conditions, exterior picture, and historic photos, if available. Photos must be labeled and limited to 10, unless submitted on a thumb drive.

5. Design/architectural drawings and plans.

Submit architectural drawing and plans for the work to be completed. If exterior work, submit Materials sample, paint colors, etc.

Application Checklist:

- ☐ I have met with Planning and Development Staff for preliminary discussions.
- ☐ I have attached project plans, specifications or other appropriate design information.
- ☐ I have attached a photograph(s) of existing condition of the property.
- ☐ I have attached copies of cost estimates for the project.
- ☐ I understand that this **application must be reviewed for approval before any work is done on the project** and that no projects will be approved if any work was done prior to review/approval.

Applicant's Signature _____ Date _____

**City of Lincolnton, North Carolina
Re-Development Revolving Loan Fund Process**

Listed below are requirements for receiving a development loan from the City:

1. Procedures for Loan Application

Loan applicants must provide the following information to the City of Lincolnton:

- a. Completed loan application signed by business and/or property owners
- b. Copy of all applicable licenses including proof of payment
- c. List of names, addresses, social security numbers, and driver's license number of all property owners, business owners and officers.
- d. Legal name, address and federal identification number of business, if applicable
- e. Verification that all property taxes (City and County) have been paid
- f. Copy of business federal and state income tax returns for previous two years. (This may be waived in the case of a new business. However, a business plan and budget should be substituted for new businesses).
- g. Copy of individual federal and state income tax returns for business or property owners for previous two years
- h. Business purpose of loan
- i. Estimated costs and plans for building or landscaping improvements
- j. Signed approval for credit report
- k. Certificate of insurance for building, equipment and general liability

2. Approval of Loan Applications

- a. Applications will be reviewed by City Staff members and other strategic members approved by City Manager
- b. City Staff will make recommendation to City Council
- c. Loans must be approved by City Council at regular Council meeting
- d. Loans must be approved or denied within 60 days of application

3. Collateral and Security for Loans

- a. Loans will be secured by a deed of trust on business real property
- b. City may accept a second mortgage on real property if a first mortgage already exists and total of the two mortgages does not exceed the value of the property
- c. Payments over 60 days past due constitute default and the loan will be due and payable in full upon such default
- d. Failure to list property taxes by January 31 of each year, failure to pay property taxes when due (including vehicle taxes and tags), failure to obtain required business or privilege licenses each year, or failure to file required income tax, payroll tax, and/or sales tax returns will also constitute default on the loan
- e. City of Lincolnton will appoint an attorney to draft deed of trust and to perform title search on real property
- f. Loan applicant will be responsible for attorney's fees for such title search and preparation of promissory note and deed of trust or other security agreement

- g. City of Lincolnton will be added as an additional beneficiary or lien holder on insurance policies of the business or on real property insurance policy

4. Disbursement of Loan Funds By City

- a. Business owner must provide copy of invoices for repairs and/or renovations to the City of Lincolnton Finance Department
- b. Checks will be issued within 30 days of receipt of invoices by the City
- c. Checks will be issued directly to vendors as shown on invoices
- d. Checks will not be made payable to the business or property owners
- e. No funds will be disbursed in advance
- f. City reserves the right to inspect any building renovations or landscaping improvements prior to disbursing loan funds

5. Use of Loan Repayments Received by the City of Lincolnton

Loan repayments will be used to make similar loans to other businesses and property owners in the future.

City of Lincoln, North Carolina
Re-Development Revolving Loan Fund Application

Please complete this application and attach all of the information requested below:

Name of Applicant(s): _____

Address: _____

City, State, Zip: _____, _____, _____

Telephone: (____) _____ - _____ Fax: (____) _____ -- _____

Social Security #: _____ - _____ - _____

Name of Business: _____

Business Address: _____

City, State, Zip: _____, _____, _____

Telephone: (____) _____ Fax: (____) _____ -- _____

Federal Identification Number: _____

Check applicable boxes:

Type of entity: ☐ Corporation ☐ Partnership ☐ Limited Liability Company
☐ Sole Proprietorship ☐ Nonprofit Organization

Type of Business: _____

Number of Employees: ☐ Full-time ☐ Part-time

Annual Sales: 2016 _____ 2017 _____ 2018 _____

Ownership of Real Property: ☐ Owner of Business Property ☐ Lease

If you lease or rent, please complete the following information:

Name of Property Owner or Landlord: _____

Address: _____

City, State, Zip: _____, _____, _____

Telephone: () - Fax: () --

Social Security or Federal Identification Number: _____

Monthly Rent: _____ Term of Lease — From: _____ To: _____

Amount of Loan Requested (Maximum \$30,000): _____

Payment Options: _____ Monthly _____ Quarterly

Purpose of Loan (Please describe briefly how loan proceeds will be used. Attach copies of plans for renovations, remodeling, building additions, or landscaping improvements, if available):

Estimated Total Costs of Improvements or Additions: _____

Less Loan Amount Requested from City of Lincoln: _____

Balance of funds necessary to complete improvements: _____

Source of any additional funds required: _____

Assessed Valuation of building & Land for Property Taxes as of 01/01/2016: _____

Size of Lot: _____ Acres or _____ Square Feet

Size of Building in Square Feet: _____ Heated: _____ Unheated: _____ Total

Is there a mortgage on the property? ____ Yes ____ No If yes, answer following:

Name of Bank or Other Mortgagee: _____

Address: _____

City, State, Zip: _____, _____, _____

Telephone: () - Fax: () --

Account Number: _____ Original Amount of Loan: _____

Date of Loan: _____ Term of Loan: _____ Months Payments: _____

Number of remaining payments: _____ Outstanding Balance: _____

Interest Rate: _____ Any payment past due? ____ Yes ____ No

Are there any other outstanding liens against the property? ____ Yes ____ No

If yes, please describe and attach documentation: _____

Property taxes paid through: _____

Bank References for checking and/or savings account:

Name of Bank: _____ Branch location (City, State): _____

Account Numbers: Checking: _____ Savings/MMA: _____

CD: _____

Please include the following information with this application:

1. Names, addresses, telephone numbers, social security numbers of all owners or officers of the business and/or the real property. Please include titles for business officers.
2. Copy of property tax assessment and/or receipt.
3. Copy of deed to the property.
4. Copy of lease, if applicable.
5. Copy of business tax returns for the last two years. For new businesses, please attach a copy of business plan and budget for the current and next year.
6. Copy of federal and state income tax returns for the last two years of the applicant, business owner, tenant and/or landlord responsible for making loan payments.
7. Copy of business privilege license.
8. Copy of mortgage or deed of trust, if applicable.
9. Copy of plans and estimated costs of improvements, renovations or additions.

The undersigned hereby certifies that the information contained in this application is true and correct to the best of his/her knowledge and belief. The undersigned also agrees to allow the City of Lincolnton, North Carolina and its designated agents to verify the information contained in this application with banks, employers, or other parties and agrees to allow the City of Lincolnton to request credit reports from banks and credit bureaus.

Signatures:

_____ Name	_____ Date	_____ Title
_____ Name	_____ Date	_____ Title
_____ Name	_____ Date	_____ Title

Application must be signed by business owners, officers, landlords, and property owners.

ITEM #

4

MEMO TO: Steve Zickefoose
Donna Flowers

FROM: Laura Elam

SUBJECT: Agenda Packet for the August 4, 2016 City Council Meeting

DATE: July 25, 2016

PUBLIC HEARING

- We have no public hearings for the August City Council meeting.

CALLS TO PUBLIC HEARING

- ZTA-5-2016: Request by Planning Staff for Amendment to the Unified Development Ordinance to revise the zoning regulations related to the Special Highway Overlay District (SHO)

EAST MAIN STREET SIDEWALK PROJECT GRANT AGREEMENT

See attached background memo regarding the grant agreement for the project to convert the excess eastbound travel lane on East Main Street into a sidewalk.

MONTHLY REPORT

The July 2016 monthly report is attached.

ITEM #

5

City of Lincolnton

Human Resources Department



MEMORANDUM

To: Donna Flowers, City Clerk

From: Tanya Osborne, Human Resources Director

Re: Administrative Policy – Service Contract Procedures

Date: July 26, 2016

At the Council meeting held on July 7, 2016, the Manager presented and Council approved the following two administrative policies:

Administrative Policy #11 Service Contract Procedures
Administrative Policy #12 Employee Identification

The Service Contract Procedures policy is numbered incorrectly, and will need to be changed to Administrative Policy #13 Service Contract Procedures. No other changes are necessary. A corrected policy is attached with the number highlighted.

attachment

Donna Flowers

From: Tanya Osborne
Sent: Tuesday, July 26, 2016 2:47 PM
To: Donna Flowers
Subject: Admin Policy Numbering Correction
Attachments: 13 Service Contract Procedures 160708.docx; Memo-Admin Policy #13 Service Contract Procedures 160726.pdf

Donna:

Please find attached information for the August Consent Agenda regarding the change in the numbering of the admin policy, Service Contract Procedures. Thanks.

Tanya Osborne
HumanResources
City of Lincolnnton
704-736-8980

CITY OF LINCOLNTON

ADMINISTRATIVE POLICY

Subject: Service Contract Procedures	Manual: Administrative
Policy Number: 13	Effective Date: July 8, 2016 Revision Date:
Issued By: Steve Zickefoose, Finance	City Manager Approval: Steve Zickefoose

A copy of this policy must be maintained in the City of Lincolnnton's Administrative Manual for each City department and division.

Section I. Purpose

To provide a consistent process for the selection and approval of service contracts that promotes opportunities for competition and increased value. The procedures shall apply for Professional Services Contracts including but not limited to engineering services, architectural services, consulting services, design services, surveyor services, etc.

Section II. Policy Guidelines

A. Contracts under \$10,000

For contracts under \$10,000, the following regulations shall apply unless otherwise authorized by the City Manager or designee:

1. The appropriate Director or Supervisor shall submit a copy of the Request for Proposal ("RFP") to the City Manager or designee.
2. The City shall advertise for the services contained in the RFP for at least five (5) full days.
3. A minimum of two (2) written bids is required. Three (3) bids are preferred whenever possible. If possible, the bids should be obtained on the same day.

4. Bidders shall submit all bids, in a sealed envelope, directly to the Finance Director. Bids will not be accepted that do not come directly from the contractor. The bid must include, at a minimum: scope of work, pricing for supplies and labor, where applicable, and expected completion date(s).
5. Bids are considered confidential and shall remain sealed until all bids are received and inspected.
6. Bids shall be evaluated by the City Manager or designee, the Finance Director, Purchasing Agent and the Director or Supervisor. The group will recommend the successful bidder based on pricing, references, experience and RFP compliance.
7. After the selection has been made, the Director or Supervisor shall submit a purchase order to the Finance department along with a copy of written bids for processing.
8. Work cannot begin prior to the receipt of an approved purchase order issued by the Finance Director.
9. A copy of the bids shall be maintained by the Finance department or department director, where applicable, as part of their records.
10. Exceptions to these requirements shall be as follows: 1) emergencies that involve health and safety of people or their property, with the approval of the City Manager or designee; and 2) sole source service contracts.
11. For all contracts issued in this category, the City Manager shall make a monthly report to the Council.

B. Contracts Between \$10,000 and under \$50,000

For contracts between \$10,000 and under \$50,000, the same regulations as stated in Section A shall be used except as follows:

1. Council approval is required as a regular agenda item.

C. Contracts \$50,000 and Over

The City shall use the Qualification-Based Selection procedure per GS 143-64.31.

ITEM #

6

CITY OF LINCOLNTON

CITY COUNCIL

Ed L. Hatley, Mayor
Martin A. Eaddy, Mayor Pro-Tem
Devin Rhyne
David M. Black
Roby D. Jetton



CITY MANAGER

Steve Zickefoose
szickefoose@lincolntonnc.org

CITY CLERK

Donna C. Flowers, MMC
donnaflowers@ci.lincolnton.nc.us

CITY ATTORNEY

Thomas J. Wilson, Jr..

PUBLIC HEARING

The Lincolnton City Council will meet on Thursday, August 4, 2016 at 7:00 p.m. in the Council Chambers of City Hall, 114 West Sycamore Street Lincolnton, to conduct a public hearing to discuss and consider a potential incentive grant for a new industry.

A copy of the incentive grant policy is available and can be reviewed in the City Clerks office, located on the second floor of City Hall, Monday through Friday from 8:30 am to 5:00 pm.

Donna C Flowers, MMC-NCCMC
City Clerk
City of Lincolnton
(704)736-8980 ext 2282

Donna Flowers

From: Kara [<mailto:kara@lincolnedata.org>]

Sent: Friday, July 22, 2016 3:02 PM

To: Donna Flowers

Subject: industry expansion

Good afternoon, Donna. Sorry, it has taken me a few days to get these to you. Apparently, the documents had to be recreated and approved by Steve before I could send them to you. This is the first expansion I have done with the city and I am not sure if you operate the same as the County. I am going with what I do with the County unless you tell me I need to do otherwise.

So, the first thing I do is provide you with the proper documents withholding the name of the industry applying for the incentive. See attached. The investment amount and the grant amounts are included, but the company name isn't revealed until the night presented to City Council. On the night of the meeting, I will distribute the documents when called upon to the City Council. These documents will be completed with all the necessary information to be released to the public.

Does that sound right to you?

Kara

Kara G. Brown
Existing Business Manager
704-732-1511 ext. 2



CITY OF LINCOLNTON INCENTIVE GRANT AGREEMENT

NORTH CAROLINA

LINCOLN COUNTY

THIS AGREEMENT is made and entered into as of the 4th day of August 2016, by and between THE CITY OF LINCOLNTON , a body corporate and politic (hereinafter referred to as "the CITY"), and XXXXX, a Minnesota corporation (hereinafter referred to as "XXXXX").

WITNESSETH:

WHEREAS, XXXXX has developed plans for the installation of new manufacturing machinery and equipment in the City of Lincolnton, North Carolina; and

WHEREAS, the City of Lincolnton verily believes that the location of new industries and the expansion of existing industries is vital to the economic health of The City of Lincolnton and to the welfare of its citizens; and

WHEREAS, the City Council wishes to encourage such development by means of offering incentives to recruit new industries and to aid in expansion of existing industries; and

WHEREAS, such incentives are predicated on the notion of expanding the City of Lincolnton's tax base and providing additional jobs for City of Lincolnton's citizens that pay wages higher than the current prevailing average hourly wage in the particular industry; and

WHEREAS, the City Council has determined that it is appropriate and in the best interests of The City of Lincolnton and its citizens to offer incentives in the form of both cash grants and assistance with making public services available; and

WHEREAS, the City Council believes that it is appropriate and reasonable to expect XXXXX to bind itself to the City to produce certain results in conjunction with the project described herein as conditions of the incentives being offered by the City;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein set forth, the parties hereby agree as follows:

1. On or before September 1, 2016 (actual effective date will be the start of the project) XXXXX shall begin installation of equipment and machinery in the City of Lincolnton, North Carolina.
2. Within two years of the effective date of this agreement (said effective date being referred in item 1.), XXXXX shall make an investment upon such site in (building/land and/or machinery and equipment of \$2,200,000, (the expected capital investment) of which \$XXXXX will qualify for incentives under the City of Lincolnton Industrial Incentive Grant Policy.
3. Within two years of the effective date of this agreement, XXXXX shall provide at such site at least 3 new jobs paying average wages of \$500.00 per week.

4. In consideration of the performance of the aforesaid obligations by XXXXX, the City will provide cash grants to XXXXX of \$5605.60 per year for a five-year period. The City of Lincolnton will pay such grants beginning in the tax year after the project's completion. Grants will be paid to XXXXX within 30 days after XXXXX has made its tax payment for the then-current year and has notified Lincoln Economic Development Association of the payment. This amount represents a Level 1 grant under the City of Lincolnton Industrial Development Incentive Grant Policy for New and Existing Industries.

5. XXXXX shall on a no less than annual basis provide evidence satisfactory to the City of Lincolnton how many jobs (as provided in Paragraph 3 herein) it has maintained.

6. a. In the event that the value of the investment actually made by XXXXX pursuant to this agreement is greater or less than the Expected Capital Investment then the grant will be equitably adjusted upward or downward on a pro-rata basis.

b. In the event that the number of people in qualifying jobs actually employed by XXXXXX pursuant to this Agreement in any year during the term of the Agreement is fewer than the Expected Number of Jobs, then the City may, in its discretion, reduce the amount of the Grant to be paid for the year (or seek reimbursement for the Grant already paid for said year) in the amount of \$1,000.00 per job shortfall.

7. XXXXX specifically agrees that in the event that all or any portion of this agreement or any incentive grant or payment to be made hereunder is declared to be unconstitutional, illegal, or otherwise enjoined by a court of competent jurisdiction, XXXXX shall indemnify and hold harmless the City of Lincolnton and the members of the City Council, individually and collectively, from any loss or liability and shall reimburse the City of Lincolnton by the amount of any such grant or payment.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

COMPANY

By: _____
President

CITY OF LINCOLNTON

By: _____
Ed Hatley, Mayor
City of Lincolnton

ATTEST:

Donna Flowers
Clerk to the City Council

STATE

COUNTY

This the ____ day of _____, 20____, _____ personally came before me
_____ and acknowledged that he/she is _____ of _____, a
_____ corporation, and that by authority duly given and as the act of the corporation,
the foregoing instrument its name on its behalf as its act and deed.

Witness my hand and official stamp or seal, this ____ day of _____, 201__.

My Commission Expires: _____

Notary Public

NORTH CAROLINA

LINCOLN COUNTY

This the ____ day of _____, 20____, personally came before me Donna Flowers,
Clerk to the City Council of the City of Lincolnton, North Carolina, who being by me duly sworn
says that she knows the common seal of the City of Lincolnton, North Carolina and is acquainted
with Ed Hatley, who is the Mayor of the City of Lincolnton, North Carolina, and that she, the
said Donna Flowers, is Clerk to the City Council of the City of Lincolnton, North Carolina, and
saw the Mayor of the City of Lincolnton, North Carolina, sign the foregoing instrument and affix
said seal to said instrument and that she, the said Donna Flowers, signed her name in attestation
of said instrument in the presence of said Mayor of the City of Lincolnton, North Carolina.

My Commission Expires: _____

Notary Public

ITEM #

7

**RESOLUTION TO ADOPT ECONOMIC INCENTIVE
GRANT AGREEMENT WITH (Company Name(s)).**

WHEREAS, the Lincolnton City Council verily believes that it is in the best interests of the citizens of the City of Lincolnton to encourage and support economic development within the City of Lincolnton through the recruitment of new industries to the City and the expansion of existing industries in the City; and

WHEREAS, (Company Name(s)), have developed plans for expansion of their (distribution/manufacturing) facility in the City of Lincolnton; and

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

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

1. The Lincolnton City Council hereby approves the City of Lincolnton Incentive Grant Agreement (attached hereto as Exhibit A and incorporated herein by reference) among City of Lincolnton, (Company Name(s)).

2. The Mayor of the City of Lincolnton and the Clerk to the Council are hereby authorized to sign all necessary documents on behalf of the City of Lincolnton in order to effectuate this transaction.

3. This resolution shall become effective upon adoption.

This ____ day of _____, 20__.

Ed Hatley
Mayor

ATTEST:

Donna Flowers
City Clerk

ITEM #

8

CITY OF LINCOLNTON

C. Ryan Heavner
FIRE CHIEF



FIRE
DEPARTMENT

P.O. BOX 617-116 WEST SYCAMORE STREET · TELEPHONE 704.736.8920 • FACSIMILE 704.736.8929
LINCOLNTON, NORTH CAROLINA 28093-0617

To: Mayor and Members of Council
CC: City Manager, Steve Zickefoose
From: C. Ryan Heavner, Fire Chief
Re: DHS/FEMA/Grant
Date: 07/29/2016

Mayor and Members of Council,

I am requesting that the City of Lincoln consider a collaborative grant opportunity with Lincoln County for emergency services communications equipment. The county is in desperate need of new communications equipment and has been planning to upgrade in the upcoming years. FEMA announced in July that they would be moving the application date up and funding for the Assistance to Firefighters grant program would cease after spring of 2017. This expedited our request for application to FEMA funding. The purchase and upgrade of communications equipment has been planned and written into the City's strategic plan but has been moved up several years now. We are requesting to withdraw our previous request to apply for air packs. After numerous calculations we have concluded that the cost effectiveness of purchasing communications equipment on the grant is more effective than applying for air packs. My request is that the City of Lincoln serve as the host agency, outlined by DHS guidelines, historically municipalities have had greater success in receiving these federal dollars. Grant efforts will be shared by not only the City of Lincoln and Lincoln County but all emergency services throughout Lincoln County. If awarded, this equipment would allow us to have interoperability among responders within the county also surrounding counties, state and federal government. The City's obligation would be 10% of the total grant funding which is detailed in the attachment and could vary depending on the total amount awarded by FEMA. The largest figure possible for the City would be \$146,816.59.

ITEM #

9

CITY OF LINCOLNTON

CITY COUNCIL
Ed L. Hatley, Mayor
Martin A. Eaddy, Mayor Pro-Tem
Devin Rhyne
David M. Black
Roby D. Jetton



CITY MANAGER
Steve Zickefoose
szickefoose@lincolntonnc.org
CITY CLERK
Donna C. Flowers, CMC
donnaflowers@ci.lincolnton.nc.us
CITY ATTORNEY
Thomas J. Wilson, Jr.

MEMORANDUM

TO: Mayor and Council

FROM: Steve Zickefoose *Steve*

SUBJECT: Budgeted Position Changes

DATE: July 26, 2016.

The following changes to budgeted positions are recommended in order to provide more efficient operations.

1. Reclassify Finance Officer Position to Assistant City Manager position. Responsibilities for support services including Public Utilities, Public Works, Parks & Recreation and other duties as assigned.
2. Reclassify Business & Community Development Director position to the Coordinator level. This position will work with the Planning Director on a daily basis, which streamlines the process for potential and expanding businesses.
3. Addition of part-time Building Inspections Consultant position. Will provide feasibility and consulting services to prospective or expanding businesses in the City commercial district at no cost to the investor. Position also assists with code enforcement.
4. Restore Administrative Support position for Planning, Zoning and Development. Will perform a variety of secretarial and clerical support duties for Planning Director, Zoning Administrator and Business & Community Development Coordinator as well as fielding calls and assisting citizens who walk-in during business hours. There are times now they are not able to have a staff person in the office.

These changes will be presented as updates to the approved position listing by the HR Director.

Budgeted Position Changes
Page 2

These changes are budget neutral, and a summary is provided below.

1. Assistant Manager to be paid from funds budgeted for the Finance Officer position. A budget transfer will be made from Finance to the City Manager department.
2. Reclassification of BCD Director to a Coordinator will generate savings of \$18,000.
3. Building Inspections Consultant. To be paid from existing contracted services line item in the Planning budget.
4. Administrative Support position to be paid from the following savings in the BCD budget:
 - \$18,000 from position reclassification
 - \$ 4,000 rent
 - \$10,000 consulting
 - \$ 2,500 telephone
 - \$ 5,500 printing, equipment, dues, office

**CITY OF LINCOLNTON
BUDGETED POSITIONS
Effective August 4, 2016**

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

<u>Position Title</u>	<u>Grade</u>	<u>E or N-E</u>	<u>Bi-Weekly Hours</u>
<u>Police Department 10.10.4310</u>			
Police Chief	25	E	80
Police Captain	19	E	80
Police Investigations Lieutenant	17	N-E	80
Community Service/Training Lt.	17	N-E	80
Police Investigations Sergeant	15	N-E	80
Police Lieutenant	16	N-E	84
Police Lieutenant	16	N-E	84
Police Investigator	14	N-E	80
Police Investigator	14	N-E	80
Police Investigator	14	N-E	80
Police Sergeant	14	N-E	84
Police Sergeant	14	N-E	84
Police Sergeant	14	N-E	84
Police Sergeant	14	N-E	84
Police Officer	12	N-E	80
Police Officer	12	N-E	84
Police Officer	12	N-E	84
Police Officer	12	N-E	84
Police Officer	12	N-E	84
Police Officer	12	N-E	84
Police Officer	12	N-E	84
Police Officer	12	N-E	84
Police Officer	12	N-E	84
Police Officer	12	N-E	84
Police Officer	12	N-E	84
Police Officer	12	N-E	84
Police Officer	12	N-E	84
Police Officer	12	N-E	84
Police Officer	12	N-E	84
Police Officer	12	N-E	84
Police Officer-School Resource	12	N-E	80
<i>Police Officer-School Resource</i>	12	<i>N-E</i>	80
Police Records Supervisor	12	N-E	80
Police Records Clerk	7	N-E	80
Police Records Clerk	7	N-E	80
Police Records Clerk	7	N-E	80
Police Records Clerk	7	N-E	80
Total FullTime Positions: 38			

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

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

<u>Position Title</u>	<u>Grade</u>	<u>E or N-E</u>	<u>Bi-Weekly Hours</u>
<u>Public Works - General Services 10.30.4740</u>			
General Services Supervisor	12	N-E	80
Property Maintenance Worker II	7	N-E	80
Total Full Time Positions: 2			
<u>Planning 10.40.4910</u>			
Planning Director	23	E	75
Zoning Administrator	15	N-E	75
Administrative Support Specialist	9	N-E	75
Part Time Building Inspections Consultant	20	N-E	
Total Full Time Positions: 3			
<u>Business & Community Development 10.40.4930</u>			
Business & Comm Dev Coordinator	15	N-E	75
Events & Marketing Coordinator	13	N-E	75
Total Full Time Positions: 2			
<u>Parks & Recreation 10.80.6100</u>			
Parks & Recreation Director	21	E	80
Senior Admin Support Spec	10	N-E	80
Program Coordinator	15	N-E	80
Program Coordinator	15	N-E	80
Parks & Recreation Maint Supv	12	N-E	80
		N-E	80
Total Full Time Positions: 5			

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

Public Works - Distribution & Collection 61.91.7110

Distribution & Coll System Supt	18	E	80
Senior Line Maint Crew Leader	14	N-E	80
Line Maintenance Crew Leader	12	N-E	80
Line Maintenance Crew Leader	12	N-E	80
Plant Maintenance Mechanic	10	N-E	80
Line Maintenance Mechanic	7	N-E	80
Line Maintenance Mechanic	7	N-E	80
Line Maintenance Mechanic	7	N-E	80
Line Maintenance Mechanic	7	N-E	80
Line Maintenance Mechanic	7	N-E	80
Senior Meter Specialist	9	N-E	80
Total Full Time Positions: 11			

<u>Position Title</u>	<u>Grade</u>	<u>E or N-E</u>	<u>Bi-Weekly Hours</u>
<u>Public Works - Waste Water Treatment 61.91.7120</u>			
Wastewater Treatment Plt Supt	18	E	80
Pretreatment Technician	13	N-E	80
Laboratory Analyst	11	N-E	80
Plant Maintenance Mechanic	10	N-E	80
Plant Maintenance Mechanic	10	N-E	80
Treatment Plant Operator	9	N-E	80
Treatment Plant Operator	9	N-E	80
Treatment Plant Operator	9	N-E	80
Treatment Plant Operator	9	N-E	80
Total Full Time Positions: 9			
<u>Public Works - Electric 63.93.7200</u>			
Electric Distribution Sys Supt	19	E	80
Electric Distribution Sys Supv	16	N-E	80
Electric Line Technician III	14	N-E	80
Electric Line Technician III	14	N-E	80
Electric Line Technician I	9	N-E	80
Meter Specialist	7	N-E	80
Meter Specialist	7	N-E	80
Customer Services Rep	7	N-E	75
Total Full Time Positions: 8			
Total Full Time Public Works Positions	70		
Total Full Time City Positions:	159		

ITEM #

10



City of Lincolnton

AGENDA REQUEST FORM

Please Print

Name The Downtown Development Association of Lincolnton, Inc.

Address P.O. Box 491 Lincolnton, NC 28093

Phone 704-735-3096

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

Other Persons Accompanying Speaker DDA Board Members

Purpose of Request to Appear To request permission for 2017 DDA special events to proceed with planning.

Council Meeting date you wish to appear August 4, 2016

Amount of time required for Presentation 5-10 minutes

Date form submitted to the City Clerk July 22, 2016

Wayne M Hoyle
Signature of Requesting Party

Wayne M Hoyle

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

Memorandum

To: Steve Zickefoose, City Manager
CC: Donna Flowers, City Clerk
From: Abby Cole, Events & Marketing Coordinator
Date: July 22, 2016
Re: Request for 2017 DDA Events

The Downtown Development Association (DDA) Board of Directors would like to ask permission to host the following events in the downtown Lincolnton area:

- **Lincolnton Food, Wine & Brew Fest**

Saturday, April 22, 2017 from 11 a.m. – 7 p.m.

Event Request: DDA seeks permission from the City of Lincolnton to host the Lincolnton Food, Wine & Brew Fest; approval would include permission to request NCDOT road closure and permission to apply for an NCABC special event permit.

Event Description: It is DDA's intent to host a regional festival inviting local and regional wineries, craft breweries and food trucks to attend and sell their products at this event. This event will be open to the public to attend free of charge and feature multiple aspects including Earth Day activities featuring local farmer's market vendors, a Kids Area and VIP section. Attendees who want to participate in the wine and beer tastings will have the option to purchase a ticket including a tasting glass and wristband from the DDA booth.

Event Logistics: This event will be setup on East Main Street between Court Square and Laurel Street with side streets included. Road closures for the designated event area will be requested for 7 a.m. until 10 p.m. on the date of the event.

Additional Information: Upon City approval, DDA will proceed to secure proper licenses, permits and insurance coverage for this event. Each winery/brewery participating is responsible for securing their own NC ABC Special Event Permit and will be selling under their own licenses. As the festival organizer, DDA will be applying for a NCDOT special event permit for the ability to host the event and invite wineries/breweries to participate. No alcohol will be sold by DDA volunteers at this event, only by employees of the wineries/breweries in attendance. DDA will provide adequate liquor liability insurance with the City named as an additional insured.

- **Alive After Five Concert Series & Cruise-In**

Thursday, May 26, 2017 from 6 p.m. – 10 p.m.

Thursday, June 29, 2017 from 6 p.m. – 10 p.m.

Thursday, July 27, 2017 from 6 p.m. – 10 p.m.

Thursday, August 31, 2017 from 6 p.m. – 10 p.m.

Thursday, September 28, 2017 from 6 p.m. – 10 p.m.

Event Request: DDA seeks permission from the City of Lincolnton to host the 2017 Lincolnton Alive After Five Summer Concert Series and Cruise-In; approval would include permission to request NCDOT road closure and permission to apply for an NCABC special event permit.

Event Description: It is DDA's intent to host a summer concert series and car show featuring beach music bands and classic cars. This event will be open to the public to attend free of charge. There will be five concerts in the series, being held the last Thursday of the month from May through September.

Event Logistics: The events will be held on East Main Street between Court Square and Poplar Street with side streets included. Road closures for the designated event area will be requested for 4 p.m. until 12 a.m. on the date of each event. DDA will secure permission to host these events at the Lincoln County Farmer's Market located at 225 W Water Street for a rain location; road closure for this designated area would include West Water Street between Government and High Street.

Additional Information: Upon City approval, DDA will proceed to secure proper licenses, permits and insurance coverage for this event. DDA will be applying for a NCDOT special event permit for the ability to sell malt beverages and unfortified wine at the event. DDA volunteers will staff the beer garden, participating wineries will be invited to participate and operate under their own NCABC special event permit. DDA will provide adequate liquor liability insurance with the City named as an additional insured.

- **Hog Happenin' BBQ & Bike Fest**

Friday, June 2, 2017 from 6 p.m. – 10 p.m.

Saturday, June 3, 2017 from 10 a.m. – 5 p.m.

Event Request: DDA seeks permission from the City of Lincoln to host the 2017 Hog Happenin' BBQ & Bike Fest; approval would include permission to request NCDOT road closure and permission to apply for an NCABC special event permit.

Event Description: It is DDA's intent to host the 17th annual BBQ and Bike Fest, a regional event featuring national performing acts, KCBS BBQ contest, motorcycle games and a variety of vendors. This event will be open to the public to attend free of charge.

Event Logistics: The event will be held in downtown Lincoln between Grove Street and Laurel Street with side streets included. Road closures for the designated event area will be requested for 12 p.m. on Friday, June 2nd until 10 p.m. on Saturday, June 3rd. DDA will secure permission to host the KCBS BBQ portion of this event at the Gaston College – Lincoln Campus and Lincoln County Senior Center located at 514 S Academy Street.

Additional Information: Upon City approval, DDA will proceed to secure proper licenses, permits and insurance coverage for this event. DDA will be applying for a NCDOT special event permit for the ability to sell malt beverages and unfortified wine at the event. DDA volunteers will staff the beer garden, participating wineries will be invited to participate and operate under their own NCABC special event permit. DDA will provide adequate liquor liability insurance with the City named as an additional insured.

ITEM #

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MEMO TO: Mayor and City Council Members
FROM: Laura Elam, Planning Director
THROUGH: Steve Zickefoose, City Manager
SUBJECT: GRANT AGREEMENT - SIDEWALK ALONG EAST MAIN STREET AT HIGHWAY 321
DATE: August 4, 2016

Attached is the grant agreement from NCDOT for a project that will eliminate the gap in the sidewalk on East Main Street at the bridge over Highway 321 by converting the excess eastbound travel lane into sidewalk.

The funding for the project will be as follows:

- CMAQ grant: up to \$158,000
- Carolina Thread Trail funding: up to \$42,000 to cover the local match for the CMAQ grant
- State Contingency Funds: up to \$250,000 for use after the CMAQ funds have been spent

Total funding: \$450,000

ACTION NEEDED

Approval of the grant agreement

ADDITIONAL RELATED INFORMATION

The NCDOT staff has recently recommended to City staff that we combine the construction bid on the above project with the construction bid on the East Main Street/Generals Boulevard intersection improvement project due to the cost savings we would likely see with one larger bid rather than two smaller bids.

If City Council would like to combine the construction bids on the two projects, we will need to advertise for and engage a private engineering firm to prepare the design plan and a detailed cost estimate for the sidewalk project and submit both for NCDOT approval. Once the design plan and cost estimate are approved, then the intersection project and the sidewalk project could be combined for construction bid purposes. DOT staff estimates

that a qualified engineer should be able to complete the sidewalk project design plan in about 3 months.

STAFF RECOMMENDATION

Staff recommends that we proceed as DOT staff has recommended, engage an engineering firm to design the sidewalk design project as soon as possible and combine the construction bid with the bid for the intersection improvement project.

NORTH CAROLINA

**LOCALLY ADMINISTERED PROJECT -
FEDERAL**

LINCOLN COUNTY

DATE: 7/1/2016

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: C-56061

AND

WBS Elements: PE 43728.1.9
CON 43728.3.9

CITY OF LINCOLNTON

OTHER FUNDING: 44818

FEDERAL-AID NUMBER: CMAQ-0027(017)

CFDA #: 20.205

Total Funds [NCDOT Participation] \$408,000

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the City of Lincolnton, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, Section 1113 of the Moving Ahead for Progress in the 21st Century (MAP-21) allows for the allocation of Congestion Mitigation and Air Quality (CMAQ) funds to be available for certain specified transportation activities; and,

WHEREAS, the Municipality has requested federal funding for Highway 27 Sidewalk Connector, hereinafter referred to as the Project, in Lincoln County, North Carolina; and,

WHEREAS, subject to the availability of federal funds, the Municipality has been designated as a recipient to receive funds allocated to the Department by the Federal Highway Administration (FHWA) up to and not to exceed the maximum award amount of \$158,000 for the Project; and,

WHEREAS, the Department has agreed to administer the disbursement of said funds on behalf of FHWA to the Municipality for the Project in accordance with the Project scope of work and in accordance with the provisions set out in this Agreement; and,

WHEREAS, the Department has programmed funding in the approved Transportation Improvement Program for the Project; and,

WHEREAS, the Municipality has also received an allocation of State Contingency funds; and,

WHEREAS, the governing board of the Municipality has agreed to participate in certain costs and to assume certain responsibilities in the manner and to the extent as hereinafter set out; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to, the following applicable legislation: General Statutes of North Carolina (NCGS) Section 136-66.1, Section 136-71.6, Section 160A-296 and 297, Section 136-18, Section 136-41.3 and Section 20-169, to participate in the planning, construction and/or implementation of the Project approved by the Board of Transportation.

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the parties do hereby covenant and agree, each with the other, as follows:

1. GENERAL PROVISIONS

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

All parties to this Agreement, including contractors, subcontractors, and subsequent workforces, associated with any work under the terms of this Agreement shall provide reports as required by the Federal Funding Accountability and Transparency Act (FFATA) for this Project.

AGREEMENT MODIFICATIONS

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all parties by means of a Supplemental Agreement.

LOCAL PUBLIC AGENCY TO PERFORM ALL WORK

The Municipality shall be responsible for administering all work performed and for certifying to the Department that all terms set forth in this Agreement are met and adhered to by the Municipality and/or its contractors and agents. The Department will provide technical oversight to guide the Municipality. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.

PERSON IN RESPONSIBLE CHARGE

The Municipality shall designate a person or persons to be in responsible charge of the Project, in accordance with Title 23 of the Code of Federal Regulations, Part 635.105. The person, or persons, shall be expected to:

- Administer governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
- Maintain knowledge of day to day project operations and safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the project in accordance with the project scope and scale;
- Review financial processes, transactions and documentation to reduce the likelihood of fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation; and
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project.

The person in responsible charge must be a full-time employee of the Municipality, but the duties may be split among several employees, if necessary.

COMPLIANCE WITH STATE/FEDERAL POLICY

The Municipality, and/or its agent, including all contractors, subcontractors, or sub-recipients shall comply with all applicable Federal and State policies and procedures, stated both in this Agreement and in the Department's guidelines and procedures, including the *Local Programs Management Handbook*.

FAILURE TO COMPLY - CONSEQUENCES

Failure on the part of the Municipality to comply with any of the provisions of this Agreement will be grounds for the Department to terminate participation in the costs of the Project and, if applicable, seek repayment of any reimbursed funds.

2. SCOPE OF PROJECT

The Project consists of adding a raised concrete sidewalk to Bridge #277 on NC 27/150 over US 321 by converting an excess travel lane on NC 27/150 (East Main Street) in the area of the bridge

into a sidewalk. A taper will be added from the intersection of E. Main Street and E. Gaston Street to the intersection of E. Main Street and the northbound ramp onto US 321.

The Department's funding participation in the Project shall be restricted to the following eligible items:

- Design
- Environmental Documentation
- Construction

as further set forth in this Agreement.

3. FUNDING

REIMBURSEMENT FOR ELIGIBLE ACTIVITIES

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of federal funds, the Department shall reimburse (80%) of eligible expenses incurred by the Municipality up to a maximum amount of One Hundred Fifty Eight Thousand Dollars (\$158,000) of CMAQ funding as detailed below. The Department shall also reimburse (100%) of eligible expenses up to the maximum amount of \$250,000 in State Contingency Funds. The Municipality shall provide the non-federal match, as detailed in the FUNDING TABLE below, and all costs that exceed the total estimated cost. The Department will reimburse the Federal CMAQ funds prior to reimbursing the State Contingency funds.

FUNDING TABLE

Fund Source	Funding Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
Congestion Mitigation and Air Quality (Federal)	\$158,000	80%	\$42,000	20%
Contingency (State)	\$250,000	100%	N/A	N/A
Total Estimated Cost			\$450,000	

WORK PERFORMED BY NCDOT

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, during any phase of the delivery of the Project, shall reduce the funding available to the Municipality under this Agreement. The Department will set aside ten

percent (10%) of the State Contingency Funds or \$25,000, to use towards the costs related to review and oversight of this Project, including, but not limited to review and approval of plans, environmental documents, contract proposals, engineering estimates, construction engineering and inspection oversight, and other items as needed to ensure the Municipality's appropriate compliance with state and federal regulations.

In the event that the Department does not utilize all the set-aside funding, then those remaining funds will be available for reimbursement to the Municipality at the above reimbursement rate. For all costs of work performed on the Project, whether incurred by the Municipality or by the Department, the Municipality shall provide the non-federal match. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the Total Estimated Cost.

4. PERIOD OF PERFORMANCE

The Municipality has five (5) years to complete all work outlined in the Agreement from the date of authorization of Federal funds for the initial phase of work. Completion for this Agreement is defined as completion of all construction activities or implementation activities, acceptance of the project, and submission of a final reimbursement package to the Department.

If additional time is needed to complete the Project, then a supplemental agreement must be executed. The Department and/or FHWA reserves the right to revoke the funds awarded if the Municipality is unable to meet milestone dates included herein.

5. PRELIMINARY ENGINEERING AUTHORIZATION

If Preliminary Engineering is an eligible expense, then upon receipt of an executed agreement, the Department will authorize Preliminary Engineering funds and shall notify the Municipality, in writing, once funds have been authorized and can be expended. The Municipality shall not initiate any work, nor solicit for any professional services prior to receipt of written authorization from the Department to proceed. Any work performed, or contracts executed, prior to receipt of written authorization to proceed will be ineligible for reimbursement.

6. PROFESSIONAL AND ENGINEERING SERVICES

The Municipality shall comply with the policies and procedures of this provision if the Municipality is requesting reimbursement for the Preliminary Engineering contract or the Construction Contract Administration / Construction Engineering and Inspection contract.

PROCUREMENT POLICY

When procuring professional services, the Municipality must adhere to Title 2 Code of Federal Regulations Part 200; Title 23 of the Code of Federal Regulations, Part 172; Title 40 United States Code, Chapter 11, Section 1101-1104; NCGS 143-64, Parts 31 and 32; and the Department's *Policies and Procedures for Major Professional or Specialized Services Contracts*. Said policies and standards are incorporated in this Agreement by reference at www.fhwa.dot.gov/legisregs/legislat.html and www.ncleg.net/gascripts/Statutes/Statutes.asp.

- The Municipality shall ensure that a qualified firm is obtained through an equitable selection process, and that prescribed work is properly accomplished in a timely manner and at a just and reasonable cost.
- All Professional Services Firms shall be pre-qualified by the Department in the Work Codes advertised.
- A pre-negotiation audit will be conducted by the Department's External Audit Branch. The Municipality shall not execute a consultant contract until the Department's review has been completed.

SMALL PROFESSIONAL AND ENGINEERING SERVICES FIRMS REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Small Professional Services Firms (SPSF). This policy conforms with the SPSF Guidelines as approved by the North Carolina Board of Transportation.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

WORK BY ENTITY

If the Design, Planning, Contract Administration and/or Construction Engineering and Inspection required for this project will be undertaken by the Municipality, and the Municipality requests reimbursement, then the Municipality must submit a request and supporting documentation to the Department for review and approval, prior to any work being initiated by the Municipality.

7. PLANNING / ENVIRONMENTAL DOCUMENTATION

The Municipality shall prepare the environmental and/or planning document, including any environmental permits, needed to construct the Project, in accordance with the National Environmental Policy Act (NEPA) and all other appropriate environmental laws and regulations. All work shall be performed in accordance with Departmental procedures and guidelines. Said documentation shall be submitted to the Department for review and approval.

- The Municipality shall be responsible for preparing and filing with all proper agencies the appropriate planning documents, including notices and applications required to apply for those permits necessary for the construction of the desired improvements. Copies of approved permits should be forwarded to the Department.
- The Municipality shall advertise and conduct any required public hearings.
- If any permit issued requires that action be taken to mitigate impacts associated with the improvements, the Municipality shall design and implement a mitigation plan. The Department will determine if any mitigation costs are eligible for reimbursement. The Municipality shall bear all costs associated with penalties for violations and claims due to delays.
- The Municipality shall be responsible for designing an erosion control plan if required by the North Carolina Sedimentation Pollution Control Act of 1973, NCGS 113A, Article 4, incorporated in this Agreement by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp and obtaining those permits required thereby in order to construct the Project. During the construction of the improvements, the Municipality, and its contractors and agents, shall be solely responsible for compliance with the provisions of said Act and the plan adopted in compliance therewith.

8. DESIGN

CONTENT OF PLAN PACKAGE

The Municipality, and/or its agent, shall prepare the Project's plans, specifications, and a professional estimate of costs (PS&E package), in accordance with the Department's guidelines and procedures, and applicable Federal and State standards. All work shall be submitted to the Department for review and approval. The plans shall be completed to show the design, site plans, landscaping, drainage, easements, and utility conflicts.

9. RIGHT OF WAY / UTILITY AUTHORIZATION

If the costs of right of way acquisition or utility relocation are an eligible expense, the Municipality shall submit a letter of request to the Department to authorize and set up right of way and/or utility funding. The acquisition for right of way, construction easements, and/or utility relocation may be undertaken only after the Municipality receives written authorization from the Department to proceed.

10. PROJECT LIMITS AND RIGHT OF WAY (ROW)

The Municipality shall comply with the policies and procedures of this provision regardless of whether the Municipality is requesting reimbursement for the Right of Way phase of the Project.

SPONSOR PROVIDES ROW

The Municipality, at no liability whatsoever to the Department, shall be responsible for providing and/or acquiring any required ROW and/or easements for the Project.

ROW GUIDANCE

The Municipality shall accomplish all ROW activities, including acquisition and relocation, in accordance with the following: Title 23 of the Code of Federal Regulations, Part 710, Subpart B and Title 49 of the Code of Federal Regulations, Part 24, [Uniform Act] incorporated by reference at www.fhwa.dot.gov/legisregs/directives/fapgtoc.htm; NCGS, Chapter 133, Article 2, Sections 133-5 through 133-18, Relocation Assistance, incorporated by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp; and the North Carolina Department of Transportation Right of Way Manual.

APPRAISAL

The Municipality shall submit the appraisal to the Department for review and approval in accordance with Departmental policies and procedures.

CLEARANCE OF PROJECT LIMITS / ROW

The Municipality shall remove and dispose of all obstructions and encroachments of any kind or character (including hazardous and contaminated materials) from said ROW, with the exception that the Municipality shall secure an encroachment agreement for any utilities (which shall remain

or are) to be installed within the Department's ROW, or follow other applicable approval process, for utilities within the Municipality's ROW. The Municipality shall indemnify and save harmless the Department, Federal Highway Administration, and the State of North Carolina, from any and all damages and claims for damages that might arise on account of said right of way acquisition, drainage, and construction easements for the construction of said Project. The Municipality shall be solely responsible for any damages caused by the existence of said material now and at any time in the future and will save the Department harmless from any legal actions arising as a result of this contaminated and/or hazardous material and shall provide the Department with documentation proving the proper disposal of said material.

RELOCATION ASSISTANCE

The Municipality shall provide relocation assistance services and payments for families, businesses, and non-profit organizations being displaced by the Project in full accordance with the Federal relocation requirements of Title 49 Code of Federal Regulations, Part 24 [Uniform Act], as amended. Relocation assistance services and payments may be accomplished by contract with any other municipal corporation, or State or Federal agency, rendering such services upon approval by the Department and Federal Highway Administration.

11. UTILITIES

The Municipality, and/or its agent, at no liability to the Department, shall relocate, adjust, relay, change or repair all utilities in conflict with the Project, regardless of ownership. All utility work shall be performed in a manner satisfactory to and in conformance with State and Federal rules and regulations, prior to Municipality beginning construction of the project. This Agreement does not modify or supersede any existing Utility Encroachment Agreements that may be in place.

12. RIGHT OF WAY CERTIFICATION

The Municipality, upon acquisition of all right of way/property necessary for the Project, shall provide the Department all required documentation (deeds/leases/easement/plans) to secure right of way certification. Certification is only issued after all ROW is in public ownership or property is publicly accessible by a legal document and utilities in conflict with the project are relocated, or a plan for their relocation during construction has been approved.

13. CONTRACT PROPOSAL AND ENGINEER'S ESTIMATE

CONTRACT PROPOSAL

The Municipality shall develop a contract proposal that will be advertised for bids. The proposal shall comply with NCDOT Specifications and Standard Drawings as applicable to the Project. The proposal shall also contain provisions, as applicable, per Title 23 Code of Federal Regulations 633 and 635 to include, but not be limited to: FHWA 1273, Buy America, Davis-Bacon Wage Rates, Non-discrimination, DBE Assurances, Contractor Certification regarding suspension and debarment, and other provisions as required by the Department.

ENGINEER'S ESTIMATE

The Municipality shall develop an itemized engineer's estimate to show items referenced to the NCDOT Standard Specifications, if applicable, along with units and unit price. The engineer's estimate will be used as the basis for comparing bids received.

14. CONSTRUCTION AUTHORIZATION

The Municipality shall submit the required environmental and/or planning document, ROW certification, final construction plans, total contract proposal, and an estimate of Project costs (final PS&E package) to the Department for review and approval.

- After approval of all documentation, the Department will request construction authorization from the Federal Highway Administration.
- The Municipality shall not advertise for bids prior to receiving written construction authorization from the Department.

15. CONTRACTOR PROCUREMENT

ADVERTISE FOR BIDS

Upon receipt of written construction authorization from the Department, the Municipality may advertise the Project. The Municipality shall follow applicable Federal and/or State procedures pertaining to the advertisement of the Project, bid opening, and award of the contract, according to Title 2 of the Code of Federal Regulations, Part 200 and Title 23 of the Code of Federal Regulations, Part 633 and Part 635, incorporated by reference at

www.fhwa.dot.gov/legisregs/directives/fapgtoc.htm; and NCGS, Chapter 143, Article 8 (Public Contracts), incorporated by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp.

CONSTRUCTION CONTRACTOR REQUIREMENTS

All Contractors submitting bids on the project shall be pre-qualified by the Department. All proposed subcontractors must be pre-qualified before construction work begins. Any subcontractors who are proposed to meet the Disadvantaged Business Enterprise goal must be certified by the Department.

CONSTRUCTION SUBCONTRACTOR REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Disadvantaged Business Enterprises (DBEs), or as required and defined in Title 49 of the Code of Federal Regulations, Part 26 and the North Carolina Administrative Code. These provisions are incorporated into this Agreement by reference <https://connect.ncdot.gov/projects/Contracts/Pages/LGA-Projects.aspx>.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

AWARDING CONTRACT

After the advertisement of the Project for construction bids, the Municipality shall request concurrence from the Department to award the construction contract by submitting a letter along with tabulated bids received depicting Disadvantaged Business Enterprises (DBE) goals, and a resolution recommending award of the Project to the lowest responsible, responsive bidder. The Department will review the submitted information and provide written approval to the Municipality prior to the contract being awarded by the Municipality.

DELAY IN PROCUREMENT

In the event the Project has not been let to contract within six (6) months after receiving construction authorization from the Department, the Municipality shall be responsible for

documenting to the Department justification for project delay and that the Project remains in compliance with the terms of this Agreement, the approved plans and specifications, and current codes.

FORCE ACCOUNT

Force account work is only allowed when there is a finding of cost effectiveness for the work to be performed by some method other than a contract awarded by a competitive bidding process, or there is an emergency. Written approval from the Department is required prior to the use of force account by the Municipality. Federal Highway Administration regulations governing Force Account are contained in Title 23 Code of Federal Regulations, Part 635.201, Subpart B; said policy being incorporated in this Agreement by reference www.fhwa.dot.gov/legisregs/directives/cfr23toc.htm. North Carolina General Statutes governing the use of Force Account, Chapter 143, Article 8 (Public Contracts) can be found at www.ncleg.net/gascripts/Statutes/Statutes.asp.

16. CONSTRUCTION

The Municipality, and/or its agents shall construct the Project in accordance with the plans and specifications of the Project as filed with, and approved by, the Department. During the construction of the Project, the procedures set out below shall be followed:

CONSTRUCTION CONTRACT ADMINISTRATION

The Municipality shall comply with the NCDOT Construction Manual as referenced at <http://www.ncdot.org/doh/operations/dp%5Fchief%5Feng/constructionunit/formsmanuals/construction/>, which outlines the procedures for records and reports that must be adhered to in order to obtain uniformity of contract administration and documentation. This includes, but is not limited to, inspection reports, material test reports, materials certification, documentation of quantities, project diaries, and pay records. The Municipality, and/or its agent, shall perform the construction engineering, sampling and testing required during construction of the Project, in accordance with Departmental procedures, including the Department's Guide for Process Control and Acceptance Sampling and Testing. The Municipality shall document that said compliance was accomplished in accordance with State and Federal procedures, guidelines, standards and specifications.

RETAINAGE

The Municipality shall not retain any portion of a payment due the contractor.

SIGNAGE

The Municipality shall provide and maintain adequate signage and other warning devices for the protection of the public in accordance with the approved traffic control plans for the Project and the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, or any subsequent revision of the same, published by the Federal Highway Administration and effective at the time of award of the contract.

SITE LAYOUT

The Municipality shall be responsible for ensuring that all site layout, construction work, and Project documentation are in compliance with applicable city, state and federal permits, guidelines, and regulations, including American Association of State Highway and Transportation Officials (AASHTO) guidelines and Americans with Disabilities Act (ADA) Standards for Accessible Design (www.usdoj.gov/crt/ada/stdspdf.htm).

RIGHT TO INSPECT

The Department and representatives of the Federal Highway Administration shall have the right to inspect, sample or test, and approve or reject, any portion of the work being performed by the Municipality or the Municipality's contractor to ensure compliance with the provisions of this Agreement. Prior to any payment by the Department, any deficiencies inconsistent with approved plans and specifications found during an inspection must be corrected.

CONTRACTOR COMPLIANCE

The Municipality will be responsible for ensuring that the contractor complies with all of the terms of the contract and any instructions issued by the Department or FHWA as a result of any review or inspection made by said representatives.

CHANGE ORDERS

If any changes in the Project plans are necessary, the Department must approve such changes prior to the work being performed.

SHOP DRAWINGS

Shop Drawings shall be submitted in accordance with the approved plans and specifications and may require review by the Designer.

17. CLOSE-OUT

Upon completion of the Project, the Municipality shall be responsible for the following:

FINAL INSPECTION

The Municipality shall arrange for a final inspection by the Department. Any deficiencies determined during the final field inspection must be corrected prior to final payment being made by the Department to the Municipality. Additional inspection by other entities may be necessary in accordance with the Department's guidelines and procedures. The Municipality shall provide the Department with written evidence of approval of completed project prior to requesting final reimbursement.

FINAL PROJECT CERTIFICATION

The Municipality will provide a certification to the Department that all work performed for this Project is in accordance with all applicable standards, guidelines, and regulations.

18. MAINTENANCE

The Municipality, at no expense or liability to the Department, shall assume all maintenance responsibilities for the Highway 27 Sidewalk Connector, or as required by an executed encroachment agreement.

19. REIMBURSEMENT

SCOPE OF REIMBURSEMENT

Activities eligible for funding reimbursement for this Project shall include:

- Design
- Environmental Documentation
- Construction

REIMBURSEMENT GUIDANCE

The Municipality shall adhere to applicable administrative requirements of Title 2 Code of Federal Regulations, Part 200 (www.fhwa.dot.gov/legisregs/directives/fapgtoc.htm) "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards." Reimbursement to the Municipality shall be subject to the policies and procedures contained in Title 23 Code of Federal Regulations, Part 140 and Part 172, which is being incorporated into this Agreement by reference at www.fhwa.dot.gov/legisregs/directives/fapgtoc.htm. Reimbursement to the Municipality shall be subject to the guidance contained in Title 2 Code of Federal Regulations, Part 170 (<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>) and Office of Management and Budget (OMB) "Federal Funding Accountability and Transparency Act" (FFATA). Said reimbursement shall also be subject to the Department being reimbursed by the Federal Highway Administration and subject to compliance by the Municipality with all applicable federal policy and procedures.

REIMBURSEMENT LIMITS

▪ WORK PERFORMED BEFORE NOTIFICATION

Any costs incurred by the Municipality prior to written notification by the Department to proceed with the work shall not be eligible for reimbursement.

▪ NO REIMBURSEMENT IN EXCESS OF APPROVED FUNDING

At no time shall the Department reimburse the Municipality costs that exceed the total funding per this Agreement and any Supplemental Agreements.

▪ UNSUBSTANTIATED COSTS

The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs or any costs that have been deemed unallowable by the Federal Highway Administration and/or the Department's Financial Management Division.

▪ WORK PERFORMED BY NCDOT

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, shall reduce the maximum award amount available to the Municipality under this Agreement. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the Total Estimated Cost.

- **CONSTRUCTION ADMINISTRATION**

Reimbursement for construction contract administration will be made as governed by Departmental policy that limits reimbursement for construction contract administration to no more than fifteen (15%) percent of the actual construction contract of the Project. These costs will also include any cost overruns and charges to the Project by the Department during the Construction Phase.

- **CONSTRUCTION CONTRACT UNIT PRICES**

Reimbursement for construction contract work will be made on the basis of contract unit prices in the construction contract and any approved change orders.

- **RIGHT OF WAY**

Reimbursement will be limited to the value as approved by the Department. Eligible costs for reimbursement of Right of Way Acquisition include: realty appraisals, surveys, closing costs, and the agreed upon just compensation for the property, at the reimbursement rate as shown in the FUNDING TABLE.

- **FORCE ACCOUNT**

Invoices for force account work shall show a summary of labor, labor additives, equipment, materials and other qualifying costs in conformance with the standards for allowable costs set forth in 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." Reimbursement shall be based on actual eligible costs incurred with the exception of equipment owned by the Municipality or its Project partners. Reimbursement rates for equipment owned by the Municipality or its Project partners cannot exceed the Department's rates in effect for the time period in which the work is performed.

BILLING THE DEPARTMENT

- **PROCEDURE**

The Municipality may bill the Department for eligible Project costs in accordance with the Department's guidelines and procedures. Proper supporting documentation shall accompany each invoice as may be required by the Department. By submittal of each invoice, the Municipality certifies that it has adhered to all applicable state and federal laws and regulations as set forth in this Agreement.

Along with each invoice, the Municipality is responsible for submitting the FFATA Subrecipient Information Form, which is available at <https://connect.ncdot.gov/municipalities/Funding/Pages/default.aspx>.

- **INTERNAL APPROVALS**

Reimbursement to the Municipality shall be made upon approval of the invoice by the Department's Financial Management Division.

- **TIMELY SUBMITTAL OF INVOICES**

The Municipality may invoice the Department monthly for work accomplished, but no less than once every six (6) months to keep the Project funds active and available. If the Municipality is unable to invoice the Department, then they must provide an explanation. Failure to submit invoices or explanation may result in de-obligation of funds.

- **FINAL INVOICE**

All invoices associated with the Project must be submitted within six (6) months of the completion of construction and acceptance of the Project to be eligible for reimbursement by the Department. Any invoices submitted after this time will not be eligible for reimbursement.

20. REPORTING REQUIREMENTS AND RECORDS RETENTION

PROJECT EVALUATION REPORTS

The Municipality is responsible for submitting quarterly Project evaluation reports, in accordance with the Department's guidelines and procedures, that detail the progress achieved to date for the Project.

PROJECT RECORDS

The Municipality and its agents shall maintain all books, documents, papers, accounting records, Project records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of payment of the final voucher by the Federal Highway Administration, for inspection and audit by the Department's Financial

Management Section, the Federal Highway Administration, or any authorized representatives of the Federal Government.

21. OTHER PROVISIONS

REFERENCES

It will be the responsibility of the Municipality to follow the current and/or most recent edition of references, websites, specifications, standards, guidelines, recommendations, regulations and/or general statutes, as stated in this Agreement.

INDEMNIFICATION OF DEPARTMENT

The Municipality agrees to indemnify and hold harmless the Department, FHWA and the State of North Carolina, to the extent allowed by law, for any and all claim for payment, damages and/or liabilities of any nature, asserted against the Department in connection with this Project. The Department shall not be responsible for any damages or claims, which may be initiated by third parties.

DEBARMENT POLICY

It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the Municipality certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

TITLE VI - CIVIL RIGHTS ACT OF 1964

The Municipality shall comply with Title VI of the Civil Rights Act of 1964, (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

OTHER AGREEMENTS

The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this Project. The Department is not responsible for any expenses or obligations incurred for the Project except those specifically eligible for Congestion Mitigation and Air Quality funds and obligations as approved by the Department under the terms of this Agreement.

AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IMPROPER USE OF FUNDS

Where either the Department or the FHWA determines that the funds paid to the Municipality for this Project are not used in accordance with the terms of this Agreement, the Department will bill the Municipality.

TERMINATION OF PROJECT

If the Municipality decides to terminate the Project without the concurrence of the Department, the Municipality shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project.

AUDITS

In accordance with OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" (http://www.whitehouse.gov/omb/circulars_default) and the Federal Single Audit Act Amendments of 1996, the Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality's fiscal year ends.

REIMBURSEMENT BY MUNICIPALITY

For all monies due the Department as referenced in this Agreement, reimbursement shall be made by the Municipality to the Department within sixty (60) days of receiving an invoice. A late

payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS 147-86.23.

USE OF POWELL BILL FUNDS

If the other party to this agreement is a Municipality and fails for any reason to reimburse the Department in accordance with the provisions for payment hereinabove provided, NCGS 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to Municipality by NCGS 136-41.1, until such time as the Department has received payment in full.

ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.

AUTHORIZATION TO EXECUTE

The parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.

FACSIMILE SIGNATURES

A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and

Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

IRAN DIVESTMENT ACT

Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 et seq. requires that each vendor, prior to contracting with the State, certify that the contracting party meets the requirements of the Iran Disinvestment Act. The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/iran and will be updated every 180 days.

By execution of this Agreement each Party certifies that neither it nor its Agents or Contactors/Subcontractors 1) are on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran; 2) shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and 3) that the undersigned are authorized by the Parties to make this Certification.

During the term of this Agreement, should the Parties receive information that a person is in violation of the Act as stated above, the Department will offer the person an opportunity to respond and the Department will take action as appropriate and provided for by law, rule, or contract. Should this Act be voided by NC General Statute, this Agreement will remain valid; however this certification will no longer be required.

22. SUNSET PROVISION

All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department is subject to the conditions of this Agreement, and that no expenditures of funds on the part of the Department will be made until the terms of this Agreement have been complied with on the part of the Municipality.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

L.S. ATTEST:

CITY OF LINCOLNTON

BY: _____ BY: _____

TITLE: _____ TITLE: _____

DATE: _____

NCGS 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Approved by _____ of the City of Lincolnton as attested to by the signature of _____ Clerk of the _____ on _____ (Date)

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

(SEAL)

(FINANCE OFFICER)

Federal Tax Identification Number

City of Lincolnton

Remittance Address:

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (Date)

ITEM #

12

CITY OF LINCOLNTON

CITY COUNCIL
Ed L. Hatley, Mayor
Martin A. Eaddy, Mayor Pro-Tem
Devin Rhyne
David M. Black
Roby D. Jetton



INTERIM CITY MANAGER
Steve Zickefoose
szickefoose@lincolntonnc.org
CITY CLERK
Donna C. Flowers, CMC
donnaflowers@ci.lincolnton.nc.us
CITY ATTORNEY
Thomas J. Wilson, Jr.

MEMORANDUM

TO: Mayor and Council

FROM: Steve Zickefoose *Steve*

SUBJECT: Branding Project

DATE: July 26, 2016

One of the objectives identified for Downtown Development is the creation of a "brand" for Lincolnton. Electricities offers a program that provides up to \$7,000 to assist with branding if we coordinate the project through them. The City budget includes \$15,000 for this project. I had the opportunity of meeting with Brenda Daniels of Electricities and their contact, Nancy Johnson of Market Force, to get an overview of the program. Market Force has been very successful with similar projects for Cities in North Carolina through Electricities.

I am attaching a copy of the proposal from Market Strategy. There are several components and options. We can pick and choose the ones that we want to do. The components that I feel are priorities are as follows:

- | | |
|---------------------------------|----------|
| • Discussion Group Research | \$ 1,700 |
| • Log and Tagline Development | \$10,500 |
| • Economic Development Brochure | \$ 3,500 |

These options would provide the City with a unique brand and also an economic development brochure for communicating with our target markets.

Council will be provided with several preliminary designs to choose from.

In addition, LTDA has previously expressed an interest in marketing brochures and wayfaring signs. I have forwarded the proposal to them to see if they want to participate/fund either/both of these.

I recommend that we participate with the Electricities program and approve the components listed above. The City's cost would be \$8,700.



July 18, 2016

To: Steve Zikefoose
City of Lincolnton

From: Nancy Perry Johnson

Project Estimates 2

Steve, these are estimates revised to reflect a smaller budget. As always I'll be glad to go over these with you.

BRANDING

RESEARCH

Discussion Group Research

A fact-finding meeting will be held at the location of your choice with 6–8 key people (City Council?) selected by the City Manager. The meeting will be informal and consist of a general discussion about the type of image the city should promote going forward. Market Force will then proceed with creation of a logo and slogan (separate pricing) that can be used by a variety of entities, and mesh well with the recently developed Downtown brand.

\$1,700

Price includes one trip to your location

Logo and Tagline Development

Branding is not just a new logo and slogan – it creates a preference, over time, in the minds of the target audience for one area over another. Branding is a complex set of information, communications, events and personal relationships that cement a connection between one person/group with another. It is said that there are approximately 15,000 community development groups alone in the United States today! The Project Team's job is to cut through the massive clutter and create a position for the City that makes you stand out to your target audiences – not an easy task. Fortunately, Market Force has extensive experience in branding and we have spoken on the topic of branding at conferences around the country.

Based on the previous research, the Project Team will create a branding strategy and concept for the City. We will design a new marketing logo and slogan that will provide a memorable look and message. This new image will identify you throughout all your communications with the citizens and businesses of North Carolina, governmental agencies, consultants and prospective target audiences from other states. All communications efforts created by our team will have a similar look and build on each other. With the thousands of community groups all vying for attention in the marketplace, you have to deliver a consistent message that commands attention – and sticks. It is important to design a logo that works well both large and small, and in color and black and white. It also needs to be reproducible on giveaways such as shirts and mugs.

Electronic versions in various formats will be provided to client. We will create a graphic standards guide for future continuity in using the logo and slogan.

Methodology: We will develop several preliminary designs and ideas to present to the decision makers. After feedback, we will proceed to the final design. Once the design is approved, we will be happy to present the logo, slogan and branding strategy to your selected audience, if you wish.

\$10,500

Price includes three trips to your location

MARKETING

Photography

Good photography is essential in the development of successful marketing materials. We will develop a list of necessary photos, which will be approved by the City. These photos will be in high resolution, and suitable for use in brochures, ads, economic development materials, websites, and any other marketing materials you choose. Our photographer (who has shot dozens and dozens of our community locations) will spend 2 days in the Lincolnton area. We will need to have a representative of the City notify different venues that we will be coming. It may be necessary to get corporate permission from some businesses. We may also need to have local citizens pose as models at some locations. We have them sign a model release that give their permission to the city to use their photos. Once photography is complete, we will furnish the organization with the digital files and rights (ownership) for your future use.

Total price: \$4,500

Price includes 2 days on location,
travel and hotel

Marketing Brochure

OPTION 1: We suggest creating a 4" x 9" promotional rack card (front and back) that can be used in NC travel centers, hotels, Lincolnton Chamber of Commerce, etc.

DESIGN

Project management/client contact, concept, design, copywriting, two revisions and mechanical art for printing. (Photography is an additional charge.)

\$4,150

Price includes one trip to your location

PRINTING

4" x 9" front and back, glossy card stock. Shipping is additional.

Final price depends on quantity. You will most likely need more than 1,000.

Rough pricing: \$1,000 = \$250.00

OPTION 2: We suggest creating a 4" x 9" folded sized promotional rack card (flat size 8" x 9") that can be used in NC travel centers, hotels, Lincolnton Chamber of Commerce, etc.

DESIGN

Project management/client contact, concept, design, copywriting, two revisions and mechanical art for printing. (Photography is an additional charge.)

\$5,775

Price includes one trip to your location

PRINTING

4" x 9" front and back folded size (flat size 8" x 9"), glossy card stock. Final price depends on quantity. You will need more than 1,000. Shipping is additional.

Rough pricing: 1,000 = \$400

PHASE 2: Economic Development Marketing Brochure

We suggest that a brochure devoted to economic development recruitment would be an asset to the town's marketing arsenal. Suggested size is 8 1/2" x 11" front and back. Information would include the following: general information on available land and buildings, labor, training opportunities, incentives, town business climate, location, utilities and anything else that would appeal to site selectors.

DESIGN

Project management/client contact, concept, design, copywriting, two revisions and mechanical art for printing. (Photography is an additional charge.)

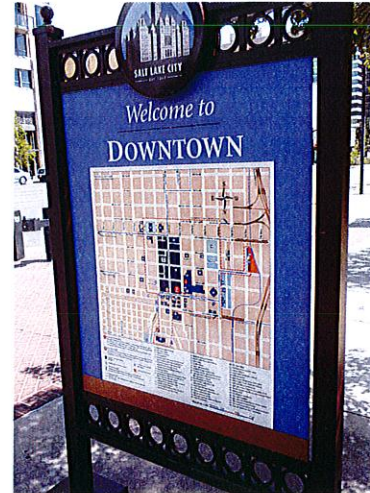
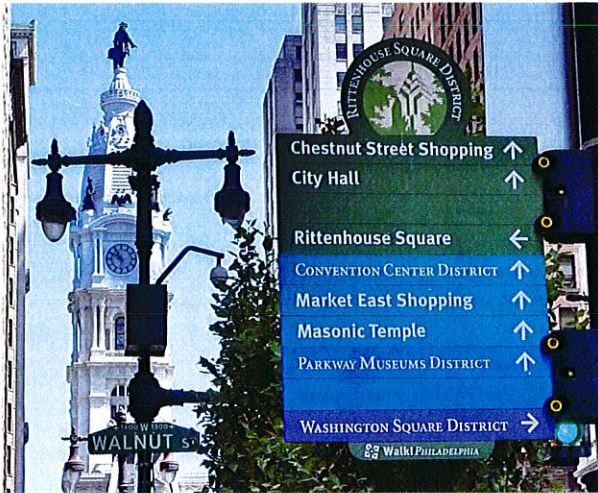
\$3,500.00

All communication handled via phone or email

PRINTING

300 copies on heavy paper stock, full color, front and back
Shipping is additional.

Rough pricing: \$275.00



Note: NC sales tax is additional. Any shipping charges would be additional.
Thank you for the opportunity to send you this estimate!

Please circle approved projects, sign and fax or email back your approval to Market Force. Thank you!

Client Approval _____ Date _____

(1) This is an estimate only and not a firm bid. (2) All figures shown are on the basis of normal delivery without overtime, unless so stated. (3) Any portion of this job requiring special handling or overtime to meet delivery schedule is subject to additional charges. (4) The Agency requires a 10% contingency. (5) Client's alterations, if any, will be billed additionally. (6) Price is valid for 30 days.

Estimate

Market Force, Inc. ~ 109 North Boylan Avenue ~ Raleigh, NC 27603 ~ 919-828-7887 ~ Fax 919-832-1807

ITEM #

13

CITY OF LINCOLNTON

CITY COUNCIL

Ed L. Hatley, Mayor
Martin A. Eaddy, Mayor Pro-Tem
Devin Rhyne
David M. Black
Roby D. Jetton



CITY MANAGER

Steve Zickefoose, MBA
szickefoose@lincolntonnc.org

CITY CLERK

Donna C. Flowers, MMC, NCCMC
donnaflowers@ci.lincolnton.nc.us

CITY ATTORNEY

Thomas J. Wilson, Jr..

(BA-03-16)

BE IT ORDAINED by the Governing Board of the City of Lincolnton, North Carolina, that the following amendment be made to the Annual Budget Ordinance for the fiscal year ending June 30, 2017.

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

<u>ACCOUNT NUMBER</u>	<u>DEPARTMENT/ACCOUNT DESCRIPTION</u>	<u>INCREASE</u>	<u>DECREASE</u>
<u>CITY MANAGER/CLERK</u>			
10-00-4120-121	Salaries- Asst Mgr - 11 months	76,427.00	-
10-00-4120-181	FICA	5,846.00	
10-00-4120-182	Retirement	5,540.00	
10-00-4120-183	Health Insurance	5,257.00	-
10-00-4120-187	Dental Insurance	308.00	-
<u>FINANCE</u>			
10-00-4130-121	Salaries		76,427.00
10-00-4130-181	FICA		5,846.00
10-00-4130-182	Retirement		5,540.00
10-00-4130-183	Health Insurance		5,257.00
10-00-4130-187	Dental Insurance		308.00
10-10-4340-500	Capital- Fire Truck Balance Due	97,055.00	
<u>STREET MAINTENANCE</u>			
10-20-4520-501	CMAQ- Intersection Project	414,873.00	-
<u>PARKS AND RECREATION</u>			
10-80-6100--500	Capital Expense- First Federal Park	320,000.00	-
		<u>925,306.00</u>	<u>93,378.00</u>

This will result in a net increase of \$ 831,928.00 expenditures of the General Fund. To balance the adjustments to the budget, the following revenues have also been changed with a corresponding net effect.

<u>ACCOUNT NUMBER</u>	<u>DEPARTMENT/ACCOUNT DESCRIPTION</u>	<u>INCREASE</u>	<u>DECREASE</u>
	<u>GRANTS</u>		
10-00-3330-300	Grants- Other	100,000.00	0.00
10-00-3315-300	Grants- State	414,873.00	
	<u>MISCELLANEOUS</u>		
10-00-3910-900	Issuance of Debt	97,055.00	0.00
	<u>APPROPRIATION FUND BALANCE</u>		
10-00-3991-900	Appropriation from Fund Balance (LTDA Donation carryover)	220,000.00	0.00
		<u>831,928.00</u>	<u>0.00</u>

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

<u>ACCOUNT NUMBER</u>	<u>DEPARTMENT/ACCOUNT DESCRIPTION</u>	<u>INCREASE</u>	<u>DECREASE</u>
	<u>POWELL BILL FUND</u>		
27-20-4550-585	Intersection Project	111,736.00	0.00
27-20-4550-586	Improvements Downtown	256,211.00	0.00
		<u>367,947.00</u>	<u>0.00</u>

This will result in a net increase of \$ 367,947 in the expenditures of the Powell Bill Fund. To balance the adjustments to the budget, the following revenues have also been changed with a corresponding net effect.

<u>ACCOUNT NUMBER</u>	<u>DEPARTMENT/ACCOUNT DESCRIPTION</u>	<u>INCREASE</u>	<u>DECREASE</u>
	<u>POWELL BILL FUND</u>		
27-20-3991-900	Appropriation From Fund Balance	367,947.00	0.00
		<u>367,947.00</u>	<u>0.00</u>

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

<u>ACCOUNT NUMBER</u>	<u>DEPARTMENT/ACCOUNT DESCRIPTION</u>	<u>INCREASE</u>	<u>DECREASE</u>
	<u>DISTRIBUTION AND COLLECTION</u>		
61-91-7110-500	Capital Projects	612,209.00	0.00
	(Downtown- 351,966)		
	(Pump Stations- 260,243)		
		<u>612,209.00</u>	<u>0.00</u>

This will result in a net increase of \$ 612,209.00 in the expenditures of the Water & Sewer Fund. To balance the adjustments to the budget, the following revenues have also been changed with a corresponding net effect.

<u>ACCOUNT NUMBER</u>	<u>DEPARTMENT/ACCOUNT DESCRIPTION</u>	<u>INCREASE</u>	<u>DECREASE</u>
	<u>OTHER OPERATING REVENUE</u>		
61-91-3839-900	Capital Contributions- FEMA	170,810.00	
	<u>OTHER FINANCING SOURCES</u>		
61-91-3991-900	Appropriation from Fund Balance	441,399.00	
	(Pump Station- 89,433)		
	(Downtown- 351,966)	612,209.00	0.00

Section 13: Copies of these budget amendments shall be furnished to the Clerk of the Governing Board, and to the Budget Officer and the Finance Director for their direction.

Adopted this 4h day of August, 2016.

Donna C. Flowers
City Clerk

Ed L. Hatley
Mayor

ITEM #

14

***BACK UP FOR THIS ITEM
WILL BE SENT VIA EMAIL
ON MONDAY
AN UPDATED
BUDGET SHEET
HAS NOT BEEN GIVEN TO THE
CITY TO DATE***

ITEM #

15

City of Lincolnton

Human Resources Department



MEMORANDUM

To: Donna Flowers, City Clerk

From: Tanya Osborne, Human Resources Director

Re: Update – Classification and Pay Study

Date: July 29, 2016

Please add an item to the August meeting agenda so I may give Council an update on the progress of the Classification and Pay Study being conducted by consultants with Piedmont Triad Regional Council. I would also like to ask Council for some tentative dates to schedule a workshop with the consultants to review and discuss the study findings and suggested options.

ITEM #

16

August 2016 Council Meeting
Executive Summary
June 2016 Year-To-Date
Comparative for Budgetary Purposes

General Fund		15-16	% of Budget	14-15	Difference	
Fund 10	Revenues	10,124,392.00	(1) 85.30%	9,530,960.00	593,432.00	(1)
	Expenses	10,138,278.00	(2) 85.42%	9,476,089.00	662,189.00	(2)
	Difference	(13,886.00) *		54,871.00	(68,757.00)	

(1) Property tax, sales tax, franchise tax up total of \$50,000. Cemetery sales up \$10,000. Interest up \$6,800. State Grant \$96,000. Loan proceeds for capital purchase \$587,000. LTDA donation \$220,000.

(2) Salaries and Benefits up \$20,000.
Elections cost up \$28,000. GF Debt Service up \$38,000. Capital purchases up \$580,000.

* Sales tax revenue for May and June not included yet. Will add \$475,000 to final revenue.

Water & Sewer Fund		15-16	% of Budget	14-15	Difference	
Fund 61	Revenues	8,471,149.00	(3) 90.93%	8,434,290.00	36,859.00	(3)
	Expenses	8,017,954.00	(4) 86.07%	7,947,025.00	70,929.00	(4)
	Difference	453,195.00		487,265.00	(34,070.00)	

(3) Water & Sewer revenues up \$203,000. Late/Default Fees up \$6,000.
Miscellaneous revenue down (\$191,000). We had received FEMA and Insurance claim payments in 2014. Interest up \$13,000.

(4) Capital expense up \$210,000. Obligations and services up \$98,000.
Supplies down (\$11,000). Fixed charges down (\$87,000). Debt Service down (\$139,000).

Electric Fund		15-16	% of Budget	14-15	Difference	
Fund 63	Revenues	7,788,140.00	(5) 100.60%	7,947,634.00	(159,494.00)	(5)
	Expenses	7,562,002.00	(6) 97.68%	8,117,166.00	(555,164.00)	(6)
	Difference	226,138.00		(169,532.00)	395,670.00	

(5) Electric revenues up \$16,000. Sales tax no longer a budget line (\$179,000.) GovDeals up \$8,000.
Receivables down (\$6,000). Interest up \$2,500.

(6) Sales tax due to State no longer a budget line. Taxes collected and given directly to State. (\$179,000).
Salaries and Benefits up \$27,000 due to COL. Supplies up \$14,700. Inventory transfer down (\$156,000).
Electric Cost down (\$435,000). Fixed Charges up \$32,000. Capital outlay up \$146,000.

Overtime 80+ hours 269,400.00 322,602.00 (53,202.00)