

A G E N D A

LINCOLNTON CITY COUNCIL

September 1, 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

LINCOLNTON CITY COUNCIL

September 1, 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 Meetings –

August 4, 2016 – Regular Meeting

4. **Calls to Public Hearing for October 6th meeting:**

ZMA-5-2016 – Application from Javier Brito requesting the rezoning of 0.4 acres of land from Residential-8 (R-8) to Neighborhood Business (NB). The subject property is located at 1847-1849 North Aspen Street (Parcel ID 21088).

ZTA-6-2016 – Application from Lincolnton Police Department requesting to amend Section 153.167 of the Lincolnton Unified Development Ordinance to allow for full color LED signs.

REGULAR AGENDA

PUBLIC HEARING

5. 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)

Laura Elam, Planning Director

PRESENTATIONS

6. Presentation of Proclamation recognizing Constitution Week – September 17 through 23, 2016 to members of Daughters of the American Revolution – Lincolnton Chapter

Mayor Hatley

7. Centralina Area Agency on Aging Ombudsman Program request the City's assistance by making or encouraging donation of goods, services or money to assist with the celebration of Resident's Rights to be held October 7th, 2016

Cindy Englert
Regional Ombudsman

8. Present Apple Festival T-Shirts to all City Council members and encourage them all to attend and volunteer their time at the Apple Festival

Carole Howell, Director
Lincoln County Apple Festival

BUDGET AMENDMENT
(BA-04-16)

9. Consideration of Budget Amendment increasing the general fund by \$ 141,918.90

Steve Zickefoose, City Manager

CONTRACTS
(C-20-16)

10. Consideration of contract between the City and Howard Construction for the construction of First Federal Park in the amount of \$ 415,198.00

Richard Haynes, Recreation Director

CONTRACT
(C-21-16)

11. Consideration of contract between the City and the Lincoln Cultural Center for the 25th Anniversary Gala to be held Saturday, September 10, 2016

Cathy Davis, Director
Lincoln Cultural Center

POLICY
(P-09-16)

12. Consideration of consolidation of current Incentive Policies – Renaming to Business Incentive Grant (Note: This will consolidate the Façade Grant \$ 2500, Architectural Grant \$ 2500 and rehabilitation \$ 10,000 or up to \$ 15,000 total)

Steve Zickefoose, City Manager

OTHER BUSINESS

13. Overview of the Downtown Development Association

And Lynn, DDA Board of Directors

14. Consideration of funding request from the Downtown Development Association

And Lynn, DDA Board of Directors

15. Discussion of enforcement of the current 2 hour parking ordinance and the current speed limit on both Water and Sycamore Street

Councilman Roby Jetton

16. Discussion of increased foot patrol in the Central Business District of Downtown in light of recent vandalism

Councilman Roby Jetton

AGENDA

SEPTEMBER 1, 2016

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OTHER BUSINESS

17. Consideration of purchase of .23 acres of property along the rail trail to repair a culvert located near N. Poplar Street and Dixon Street

Steve Peeler, Director of PW&U

18. Monthly financial report/overtime report

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 - AUGUST 4, 2016

The Mayor and City Council met in regular session on Thursday, August 4, 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 to adopt the *REGULAR AGENDA* as presented.

Councilman Black made the motion unanimously approved the *CONSENT AGENDA* as follows:

- Approved Minutes of the July 7th 2016 – Regular Meeting
- Approved the following Call 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)
- Approved corrections to recently approved amendments to the City's Administrative Policies – Policy

REGULAR AGENDA:

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:

Councilman Jetton made the motion unanimously approved to open the Public Hearing. Councilman Rhyne asked Kara Brown, Existing Business Manager for Lincoln Economic Development Association, to provide an overview of the Incentive Grant to allow the public to know what is being voted on.

REGULAR MEETING - AUGUST 4, 2016

Kara told Council that the proposed request from Spantex, who produces expanded metal products has experienced growth and the grant is to offset some of the cost of the expansion. If approved on or about September 1st, Spantex will begin installation of equipment and machinery. Within two years of the effective date of the agreement, of the 2.2 million dollars, 1.5 would qualify for incentives and the agreement would state that when full investment is reached, three new jobs paying average wages of \$ 500 per week would become available. The City would provide cash grants of \$5,505.60 or a total of \$ 28,028.00 for five years.

Upon conclusion of the public hearing, Councilman Black made the motion unanimously approved to close the Public Hearing.

CONSIDERATION OF RESOLUTION TO ADOPT ECONOMIC INCENTIVE GRANT AGREEMENT BETWEEN THE CITY AND POTENTIAL NEW INDUSTRY:

(R-15-16)

Kara Brown, Existing Business Manager for Lincoln Economic Development, presented Council the following resolution for their consideration:

RESOLUTION TO ADOPT ECONOMIC INCENTIVE GRANT AGREEMENT WITH SPANTEX, INC.

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

WHEREAS, Spantex, Inc. has developed plans for expansion of their manufacturing facility in the City of Lincoln; and

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

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Lincoln City Council hereby approved the City of Lincoln Incentive Grant Agreement (attached hereto as Exhibit A and incorporated herein by reference) among City of Lincoln and Spantex, Inc.
2. The Mayor of the City of Lincoln and the City Clerk are hereby authorized to sign all necessary documents on behalf of the City of Lincoln in order to effectuate this transaction.

REGULAR MEETING - AUGUST 4, 2016

3. This resolution shall become effective upon adoption.
This the 4th day of August 2016.

Councilman Eaddy made the motion unanimously approved to adopt the resolution as presented.

RESOLUTION AMENDING THE CITY'S LIST OF BUDGETED POSITIONS:

(R-16-16)

Steve Zickefoose, City Manager, requested that Council by resolution approve the following amendments to the City list of budgeted positions:

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.

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.

REGULAR MEETING - AUGUST 4, 2016

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

Councilman Rhyne made the motion unanimously approved to amend the City's list of budgeted positions as recommended by the City Manager and Human Resources Director

Councilman Eaddy said he appreciates the City Manager's efforts to put a building inspector in place as he sees this as a plus for the City and those who may be considering locating a business in downtown. He said, "The first step we have been able to make without businesses having to hire an architect before going to the Building Inspections department with the County." He asked when this position would be in place, Steve said the City would soon start the recruitment process and applications would be taken for two weeks, so he feels it will be soon.

PRESENTATION FROM DDA REQUESTING PERMISSION TO BEGIN PLANNING THE 2017 DDA SPECIAL EVENTS:

Wayne Hoyle, of the DDA Board spoke to Council requesting permission to proceed with planning the 2017 Alive After Five, Wine Fest and Hog Happenin events. Mr. Hoyle presented a memo outlining his request for all events.

Councilman Rhyne said, "It is one thing to approve moving forward but what is the commitment you are looking for from the City?" Wayne felt it would not be more than \$ 12,000 in monetary commitment. Councilman Eaddy hoped that business owners would be surveyed and determine the impact street closures have on our businesses. He said, "I'm a big supporter of festivals in downtown, the only thing I have heard is the merchants have problems with

REGULAR MEETING - AUGUST 4, 2016

how early the streets are closed on event days. He would like to minimize any inconvenience for store owners if possible.

Wayne used the Wine Fest as an example, saying Main Street was closed for a half a day and side streets were used, in order not to disturb businesses long term. Councilman Eaddy also encouraged Mr. Hoyle to check into having an Antique/Boutique event since we have a good number of these stores in our downtown. He said he would check with DDA as they are the group that could bring that up among board members.

Councilman Rhyne made the motion unanimously approved the request pending contracts are drafted for each event, with maps attached depicting the exact location for alcohol sales for each event. Proper permitting from the ALE as well as permission to close the street from NCDOT should be acquired prior to bringing these contracts back to City Council as recommended by the City Attorney.

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)

(C-17-16)

Laura Elam, Planning Director, reviewed the proposed contract between the City and NCDOT for the sidewalk along East Main Street at Highway 321. The grant agreement from NCDOT combines both the above mentioned sidewalk project adding it to the East Main Street Generals Blvd Intersection upgrade project.

She said NCDOT staff 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 Blvd intersection improvement project due to the cost savings we would likely see with one larger bid rather than two smaller bids.

Laura said if Council combines the construction bids for these two projects, we would 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

REGULAR MEETING - AUGUST 4, 2016

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.

The funding for the project would be as follows if received; CMAQ grant; up to \$ 158,000, Carolina Thread Trail funding; up to \$ 42,000 to cover the local match for the CMAQ grant and State Contingency Funds; up to \$ 250,000 for use after the CMAQ funds have been spent. She said the total amount we could receive for this project could be \$ 450,000.

Councilman Jetton made the motion unanimously approved to enter into the contract as recommended by the Planning Director.

CONSIDERATION OF CONTRACT BETWEEN THE CITY AND ELECTRICITIES OF NORTH CAROLINA FOR BRANDING PROJECT IN THE AMOUNT OF \$ 15,700:

(C-18-16)

Steve Zickefoose, City Manager, told Council one of the objectives identified for Downtown Development is the creation of a “brand” for Lincolnton. He said 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. Steve said he met 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.

Steve reviewed a proposal from Market Strategy. He recommended three components as follows: Discussion Group Research (\$1700) Log and Tagline Development (\$10,500) and Economic Development Brochure (\$ 3,500). He said these options would provide the City with a unique brand and also an economic development brochure for communicating with our target markets.

He said in additions, LTDA has previously expressed an interest in marketing brochures and wayfinding signs. He has forwarded the proposal to them to see if they would like to participate/fund wither/both of these.

The total cost to the City would be \$ 15,000 with hopefully \$ 7,000 serving as a grant from Electricities for this project, reducing the City’s cost to \$ 8,000.

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Councilman Black made the motion unanimously approved to enter into the agreement as presented and recommended by the City Manager.

Councilman Eaddy requested that vacant structures/properties be listed on the City's website to assist those who may be looking to locate in our downtown area.

Councilman Jetton asked that any branding/logo be brought back to Council for their final approval.

CONSIDERATION OF MEMORANDUM OF UNDERSTANDING/AGREEMENT BETWEEN THE CITY AND TWELVE (12) COUNTY AGENCIES TO 'HOST', IMPLEMENT AND ADMINISTER A REGIONAL COMMUNICATIONS GRANT FROM DEPARTMENT OF HOMELAND SECURITY / FEMA GRANT FOR A VIPER SYSTEM – COMMUNICATIONS EQUIPMENT

(C-19-16)

Ryan Heavner, Fire Chief, recommended Council consider entering into a memorandum of understanding for a collaborative grant opportunity with Lincoln County for emergency services communications equipment. He said the County is in desperate need of new communications equipment and have been planning to upgrade in the upcoming years. FEMA (Federal Emergency Management Association) has announced that a grant is available and they have moved the deadline to submit the grant up and funding for the Assistance to Firefighters grant program would cease after Spring of 2017. Chief Heavner said the strategic plan outlined the upgrading of this equipment but the expense will now come sooner than expected.

If approved the City would withdraw their previous request to apply for grant funds to purchase air packs as the cost effectiveness of purchasing communications equipment through the grant process is more effective than applying for air packs. If approved the City's obligation would be 10% of the total grant. Estimates for the highest grant match amount were \$ 146,816.50. The City of Lincoln would serve as the "host" of the grant with monies flowing through the City to twelve area departments/agencies if we are successful in securing the grant.

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Councilman Eaddy made the motion unanimously approved to enter into the MOU and allow the City to serve as the “host” for the grant if received.

**PROPOSED BUDGET AMENDMENT TO THE GENERAL FUND
TRANSFERRING MONIES FROM VARIOUS
DEPARTMENTS/LINE ITEMS:**

(BA-03-16)

Steve Zickefoose, City Manager, recommended Council approve a budget amendment increasing the General Fund by \$ 831,928.00. Proposed amendments were as follows: Increase the City Manager/City Clerk’s Office - \$ 93,378; Street Maintenance - \$ 414,873.00; Parks & Recreation \$ 320,000 and decrease the Finance Department by \$ 93,378.00 for a total increase of \$ 831,928.00.

Councilman Rhyne made the motion unanimously approved to adopt the budget amendment as recommended by the City Manager.

UPDATE ON FIRST FEDERAL PARK PROJECT:

Ritchie Haynes, Recreation and Gary Wirth, Wirth Associates reviewed the bid results of the recent bid opening for First Federal Park. As noted at last month’s meeting bids came in higher than expected for this project and meetings to discuss value engineering between the City and the contractor have taken place.

Mr. Haynes told Council that he feels the total project costs, through value engineering # 2 cost, would be \$ 394,957.00. This reflects a savings of \$ 85,802 from the original cost when first bid out. An outlined estimate of two options for value engineering was reviewed and after much discussion, Councilman Rhyne made the motion unanimously approved to move forward with the VE # 2 concept as recommended.

Ritchie noted that while this option removes the playground equipment, that can be added back in another budget year. He said that there is an estimated four to six month timeframe for construction once we enter into the contract.

Councilman Eaddy commented that he did not feel that the rebidding this project, with the current market would not be beneficial at this point, although

REGULAR MEETING - AUGUST 4, 2016

he felt the project when first discussed was projected to be substantially lower than this cost. He also noted that in his experience value engineering is done before the project is bid, not after.

Mayor Hatley expressed concerns as to why we are we having to scale down, and why bids came in so over budget. Mr. Gary Wirth said, "It is the status of what construction costs are, everyone is very busy after the lull of 2013. We are just not seeing the pricing we could have got three or four years ago."

Ritchie said that the public meetings/discussions rated open space as a higher need than playground equipment. Green space, where a amphitheatre could be placed as well as a splash pad ranked higher on the list from public input.

Councilman Jetton questioned the area on the Poplar Street side, asking if there are steps required or if a ramp would be installed. Mr. Wirth said there will be an incline and Poplar Street is proposed to become a one way Street. The park is proposed to be fenced in. Others discussions included the speed on both Sycamore Street and Pine Street as well as other streets that the rail trail cross. Councilman Eaddy suggested that the City look into speed tables and possibly rumble strips at intersection where the trail crosses.

The Mayor went on record saying, "I hope that if we use you again, Mr. Wirth that your estimates are closer than they were for this project. For a project this small to be this much over, I put the fault at your foot." Mr. Wirth said, "I will accept that and will do a better job on the next one. Sometimes the smaller jobs don't get the economies as larger ones do." Mr. Wirth thanked Howard Construction for their work, as they are a local company and worked hard to get the price down.

UPDATE ON PAY & CLASSIFICATION STUDY – SCHEDULE DATE FOR COUNCIL TO CONDUCT A WORK SESSION REGARDING PAY & CLASSIFICATION STUDY

Tanya Osborne, HR Director, told Council she would like to have the Piedmont Triad Regional Council consultants to present to Council the proposed Pay and Classification Study they recently competed at a special called meeting rather than during a regular meeting of City Council.

After some discussion, Council Jetton made the motion unanimously approved to hold a special meeting for the consultants to present the proposed Pay &

REGULAR MEETING - AUGUST 4, 2016

Classification plan on Thursday, September 15th at 5:00 p.m. in the Council Chambers of City Hall.

MONTHLY FINANCIAL REPORT/OVERTIME REPORT:

Steve Zickefoose, City Manager, presented and reviewed the following report to City Council:

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. Receibales 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 trasnfer 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)

REGULAR MEETING - AUGUST 4, 2016

PUBLIC COMMENT:

No one spoke under the public comment portion of the meeting.

NEWS MEDIA:

There were no questions from the News Media.

ADJOURNMENT:

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

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

**ED HATLEY
MAYOR**

ITEM #

4

MEMO TO: Steve Zickefoose
Donna Flowers

FROM: Laura Elam

SUBJECT: Agenda Packet for the September 1, 2016 City Council Meeting

DATE: August 23, 2016

PUBLIC HEARING

We have one public hearing for the September City Council meeting as follows.

- 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)

CALLS TO PUBLIC HEARING

There are two calls to hearing for the September meeting as follows.

- ZMA 5-16- Application from Javier Brito requesting the rezoning of 0.4 acres of land from Residential-8 (R-8) to Neighborhood Business (NB). The subject property is located at 1847-1849 North Aspen Street (Parcel ID 21088).
- ZTA-6-16- Application from Lincolnton Police Department requesting to amend Section 153.167 of the Lincolnton Unified Development Ordinance to allow for full color LED signs.

MONTHLY REPORT

The August 2016 monthly report is attached.

ITEM #

5

MEMO TO: Mayor and City Council Members

FROM: Laura Elam, Planning Director

THROUGH: Steve Zickefoose, City Manager

SUBJECT: ZTA-5-2016 - Request from Planning Staff for Amendment to the Unified Development Ordinance to Revise the Standards for the Special Highway Overlay District

DATE: September 1, 2016

BACKGROUND

The Unified Development Ordinance (UDO) includes a zoning overlay district called the *Special Highway Overlay District* that applies to properties located along and near Highway 321. (See attached map).

The Ordinance states that the purpose of the overlay district is to “protect and preserve the natural scenic beauty of the landscape of areas which lie near or adjacent to designated Special Highways and that development which takes place on land which lies near the highways be developed in a manner which maximizes the attractiveness of uses and the safety and order of development of the area through the application of additional development standards. Ensuring that development occurs in a manner, it will in turn contribute to and enhance trade, tourism, capital investment, public safety and the general welfare.”

CURRENT UDO REQUIREMENTS

The Special Highway Overlay District outlines several standards and requirements including the following:

1. Prohibited Land Uses

Several land uses are specifically prohibited due to concerns that the uses would be inappropriate because of odor, dust or other negative impacts. The list of disallowed uses is as follows:

- Manufacture of:
 - Cut stone and stone products,
 - Pottery and related products,
 - Plastic materials, synthetic resins and rubber, cellulosic and other manmade fibers, except glass,

Batteries,
Electrical industrial carbon and graphic products,
Structural clay products,
Soaps, detergents and cleaning preparations and cosmetics,
Tires and inner tubes,
Asphalt paving and roofing materials,
Primary metal products and secondary smelting processes,
Yeast,
Industrial organic and inorganic chemicals and agricultural chemicals,
Pulp, paper, and paperboard mills,
Flour, other milled grain, and feed and pet foods,
Meat packing and poultry dressing; and
Lumber mills and sawmills and lumber/timber storage yards.

- Livestock feed lot and sales facilities;
- Contractors’ storage yards;
- Unenclosed scrap and salvage metal storage and recycling facilities;
- Automobile wrecking and salvage yards;
- Quarries;
- Coal sales and storage yards;
- Fuel oil distribution facilities;
- Auction sales, indoors and outdoors;
- Automobile painting, upholstering, repair, reconditioning and body work;
- Flea markets;
- Manufactured home sales lots;
- Moving and storage facilities;
- Mini-warehouses;
- Tire recapping shops;
- Truck terminals;

- Radio, television or microwave transmission towers exceeding 300 feet in height;
- Sanitary landfills;
- Roofing repair and installation facilities;
- Mobile home (manufactured home) parks; and
- Adult establishments.

2. **Yard Requirements (Single family residential dwelling units including manufactured homes and multi family residential dwellings requiring a conditional use permit that do not abut Highway 321 may use yard requirements from the underlying zoning classification)**

Front Yard Setback:

Adjacent to Highway 321: 100 feet

Other: 50 feet

Side Yard Setback:

Adjacent to Highway 321: 100 feet

Other: 20 feet

Rear Yard Setback:

Adjacent to Highway 321: 100 feet

Other: 50 feet

3. **Landscaping**

Along Highway 321

The first 100 feet of the yard lying between the Highway 321 right of way and the principal structure is to be landscaped or left wooded for all uses other than single family and two family residential.

Along other roads

For properties that border on and have access to any road other than Highway 321, a 12 foot landscape strip is required along the road frontage. If off-street parking is located in the yard located between the right of way and the front building line, the width of the landscape strip must be increased to 24 feet.

4. **Minimum Lot Size**

A one acre minimum lot size is required for all uses other than one and two family residential.

5. **Maximum Floor Area**

Maximum floor area ratios ranging from 0.15 to 0.35 are required as follows:

<i>Lot Size Range</i>	<i>Maximum Floor Area Ratio</i>
Less than one acre	0.15
1.0 - 1.9 acres	0.15
2.0 - 4.9 acres	0.20
5.0 - 9.9 acres	0.25
10.0 - 19.9 acres	0.30
20 + acres	0.35

6. **Usage of Yard and Setback Areas (for Uses Other than One and Two Family Residential)**

The overlay district outlines the below provisions related to usage of yard and setback areas:

- Off-street parking and/or loading areas are not allowed within any portion of any yard within 100 feet of the Highway 321 right of way.
- Outdoor storage and/or display, accessory structures and uses and the dispensing of goods and services are permitted in any side or rear yard (other than one which abuts the right of way of Highway 321) but no use can be located closer to a side or rear lot line than 50 feet where adjacent to a public right of way and 20 feet in all other instances. Dispensing of automotive fuels and related products are allowed in front yards without screening. Any outdoor storage located on the lot shall be screened from the view of any adjoining lot or roadway and Highway 321. The screening may be located anywhere on the lot so long as the outdoor storage is materially screened.

PROPOSED TEXT AMENDMENT

Staff proposes an amendment to the Special Highway Overlay District in order to potentially attract a broader spectrum of manufacturing and industrial uses to the Highway 321 corridor and to remove potential impediments to development without compromising the original intent of the overlay district.

The proposed changes are as follows:

1. **Prohibited Land Uses**

Several land uses are prohibited due to concerns regarding negative impacts. However, some of these land uses are routinely located within industrial or business parks and would not likely have a significant negative impact on nearby properties. In addition, allowing some of these uses may serve to help with economic development efforts within and near the City. There are separate provisions in the UDO that establish standards dealing with vibration, noise and odor that would continue to be applicable.

The following land uses are proposed to be removed from the list of prohibited uses:

- Manufacture of cut stone and stone products
- Manufacture of pottery and related products
- Manufacture of plastic materials, synthetic resins and rubber, cellulosic and other manmade fibers, except glass
- Manufacture of batteries
- Manufacture of electrical industrial carbon and graphic products
- Manufacture of structural clay products
- Manufacture of soaps, detergents and cleaning preparations and cosmetics
- Manufacture of primary metal products
- Manufacture of yeast
- Manufacture of industrial organic and inorganic chemicals and agricultural chemicals
- Automobile painting, upholstering, repair, reconditioning and body work
- Moving and storage facilities
- Mini-warehouses

The effect of this change would be to allow the land uses within the Special Highway Overlay District (if the use is permitted in the underlying zoning district).

2. **Yard Requirements (Single family residential dwelling units including manufactured homes and multi family residential dwellings requiring a conditional use permit that do not abut Highway 321 may use yard requirements from the underlying zoning classification)**

The overlay district requires a 100 foot front, side and rear yard setback along Highway 321. Otherwise, 50 foot front and rear yard setbacks and 20 foot side yard setbacks are required:

Staff proposes a reduction in the width of the required setback along the Highway 321 right of way from 100 feet to 50 feet in order to allow more flexibility for future development while still maintaining the intent of the ordinance. A 50 foot setback is very typical in a business park setting. For comparison purposes, the Airlie Business Park in Denver requires 50 foot setbacks.

Staff also proposes elimination of the additional setback requirements for sites (or portions of sites) located within the boundaries of the overlay district that do not abut Highway 321. This would mean that the required setbacks in the underlying zoning district would apply.

3. Landscaping

Along Highway 321

The first 100 feet of the yard lying between the Highway 321 right of way and the principal structure is required to be landscaped or left as natural wooded buffer for all uses except single family and two-family residential uses.

The proposed amendment would reduce the landscape strip requirement from 100 feet to 50 feet.

Along other roads

A 12 foot landscape strip is required on any lot which borders on and has access to any road other than Highway 321. The width of the landscape strip is to be increased to 24 feet if off-street parking is located in the yard between the road right of way and the front building line.

A separate provision in the UDO requires a 12 foot landscape strip for new construction in the ROS, RO, O-I, NB, GB, PB and GMC zoning districts along all thoroughfares.

The proposed amendment would eliminate the landscape strip requirement for lots abutting roads other than Highway 321. The requirement outlined in another section of the Ordinance for the 12 foot landscape strip along thoroughfares in the ROS, RO, O-I, NB, GB, PB, and GMC zoning districts will continue to apply to new construction.

subject to the Special Highway Overlay District, there does not appear to be any value in the imposition of maximum floor area ratios in the Special Highway Overlay District.

The proposed amendment would eliminate the maximum floor area ratio requirements of the Special Highway Overlay District.

6. Usage of Yard and Setback Areas (for Uses Other than One and Two Family Residential)

- Off-street parking and/or loading areas are not allowed within any portion of any yard within 100 feet of the Highway 321 right of way.

The proposed amendment would reduce the required setback for off -street parking and/or loading areas located along the Highway 321 right of way from 100 feet to 50 feet.

- Outdoor storage and/or display, accessory structures and uses and the dispensing of goods and services are permitted in any side or rear yard (other than one which abuts the right of way of Highway 321) but no use can be located closer to a side or rear lot line than 50 feet where adjacent to a public right of way and 20 feet in all other instances. Any outdoor storage located on the lot must be screened from the view of any adjoining lot or roadway and Highway 321. The screening may be located anywhere on the lot so long as the outdoor storage is materially screened.

Note: Outdoor storage is permitted within the overlay district only if also permitted in the underlying zoning district.

The proposed amendment would do the following:

- 1. Retain the provision that disallows outdoor storage and/or display, accessory structures and uses and the dispensing of goods and services in yards abutting the Highway 321 right of way and retain the provision that requires that any outdoor storage located on a lot is to be screened from view of any adjoining lot, roadway or Highway 321.*
- 2. Eliminate the provision that disallows these uses within 50 feet of a side or rear lot line adjacent to a right of way and 20 feet in other instances.*

The effect of this change would be that outdoor storage/display, accessory structures and uses and the dispensing of goods and services would continue to be prohibited within 50 feet of the right of way of Highway 321 but, for sites (or portions of sites) that do not abut Highway 321, the side and rear yard requirements of the underlying zoning district would apply.

PLANNING BOARD AND STAFF RECOMMENDATION

Planning Board and Staff recommend amendment of the UDO as outlined above.

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



INTERIM CITY MANAGER

Steve Zickefoose
szickefoose@lincolntonnc.org

CITY CLERK

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

CITY ATTORNEY

Thomas J. Wilson, Jr.

PROCLAMATION *Constitution Week 2016*

WHEREAS, September 17, 2016 marks the Two Hundred and Twenty-Eighth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, the tradition of celebrating the Constitution was started many years ago by the Daughters of the American Revolution (DAR) to inform the people that the Constitution is the basis for America's great heritage and the foundation for our way of life; and

WHEREAS, it is fitting and proper to officially recognize this magnificent document and the anniversary of its creation through patriotic celebrations across the United States that will commemorate the occasion; and

NOW, THEREFORE, I, Ed Hatley, Mayor of the City of Lincolnton, do hereby proclaim September 17 through 23, 2016 as **CONSTITUTION WEEK** in the City of Lincolnton, and ask our citizen's to reaffirm the ideas the Framers of the Constitution had in 1787.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the City of Lincolnton in the state of North Carolina on this seventh day of July in the year of our Lord two thousand sixteen.


ED HATLEY
MAYOR


DONNA C. FLOWERS, MMC
CTY CLERK

ITEM #

7



City of Lincolnton

AGENDA REQUEST FORM

Please Print

Name Cindy Englert
Address 525 N. Tryon St. 12th floor Phone 704-348-2715
Charlotte, NC 28021 EMAIL: _____

Name of Firm or Corporation (if applicable) Centralina Area Agency on Aging
Other Persons Accompanying Speaker Julia Gastill

Purpose of Request to Appear Present invitations to Lincoln County Annual Residents Rights Celebration + Discuss what that is

Council Meeting date you wish to appear Sept 1st Residents of N.C. + ACH's.
Amount of time required for Presentation 10 min

Date form submitted to the City Clerk Aug 23, 2016

Cindy Englert
Signature of Requesting Party

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



To whom it may concern:

The Centralina Area Agency on Aging Ombudsman Program is a non-profit organization that serves residents in long-term care facilities such as nursing homes and assisted livings in Lincoln County. Each year, a celebration of resident's rights is held in Lincoln County to honor the residents that reside in these homes and to increase community awareness of long-term care issues. Last year over 120 residents, staff, and volunteers enjoyed food, fun, and prizes donated by individuals, churches, and businesses in Lincoln County.

Over 80% of residents in long-term care depend on government assistance due to low income and almost 40% of the residents who reside in these homes receive no regular visitors. Our goal is to make the Resident's Rights Celebration a unique and memorable experience. This year's celebration will be held on October 7, 2016 and we need help from the community to make it a huge success.

As a representative of this effort, the Ombudsman Program is asking you to assist us by making a donation of goods, services, or money. All donations stay in the county for Lincoln residents. Our Federal Tax ID number is 56-0930373.

Thank you for your cooperation. If you have any questions, please contact Cindy Englert, Regional Ombudsman, at 704-348-2715. 800-508-5777 or cenglert@centralina.org

Sincerely,

Cindy Englert
Regional Ombudsman



525 North Tryon Street – 12th Floor
Charlotte, North Carolina 28202
Phone: 704-372-2416 Fax: 704-347-4710
www.centralina.org

ITEM #

8

Daphne Ingram

From: noreply@civicplus.com
Sent: Tuesday, July 26, 2016 9:19 AM
To: Donna Flowers; Daphne Ingram
Subject: Online Form Submittal: Agenda Request Form

Agenda Request Form

First Name Carole

Last Name Howell

Address1 P.O. Box 435

Address2 *Field not completed.*

City Lincolnton

State NC

Zip 28093

Name of Firm or Corporation (if applicable) Lincoln County Apple Festival

Other Persons Accompanying Speaker Pete DeGregory (perhaps)

Purpose of Request to Appear Present 2016 Apple Festival T-shirts to all City Council members and encourage them all to come out.

Council Meeting Date You Wish to Appear 9/1/2016

Amount of Time Required for Presentation 5 minutes

Date Form Submitted to City Clerk 07/26/2016

Signature of Requesting Party

Email not displaying correctly? [View it in your browser.](#)

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, MBA
szickefoose@lincolntonnc.org

CITY CLERK

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

CITY ATTORNEY

Thomas J. Wilson, Jr..

(BA -04-16)

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:

ACCOUNT NUMBER	DEPARTMENT/ACCOUNT DESCRIPTION	INCREASE	DECREASE
10-00-4280-690	<u>GENERAL EXPENSE</u> Downtown Revitalization Grant	96,107.00	-
10-10-4340-500	<u>FIRE</u> Capital- Vehicles (Fire Engine-Equipment)	10,000.00	-
10-20-4510-500	<u>PUBLIC WORKS</u> Capital- Vehicles (Garbage Trucks- Equipment)	35,811.90	-
			-
		<u>141,918.90</u>	<u>0.00</u>

This will result in a net increase of \$ 141,918.90 expenditures of the General Fund. To balance the adjustments to the budget, the following revenues have also been changed with a corresponding net effect.

ACCOUNT NUMBER	DEPARTMENT/ACCOUNT DESCRIPTION	INCREASE	DECREASE
10-00-3910-900	<u>ISSUANCE OF DEBT</u> Financing- Fire Engine/Garbage Trucks	45,811.90	0.00
10-00-3991-900	<u>APPROPRIATION FUND BALANCE</u> Appropriation from Fund Balance	96,107.00	0.00
		<u>141,918.90</u>	<u>0.00</u>

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 1st day of September, 2016.

Donna C. Flowers
City Clerk

Ed L. Hatley
Mayor

ITEM #

10



CITY OF LINCOLNTON PARKS AND RECREATION

P.O. Box 617 Lincolnton, NC 28093, 800 South Madison Street Lincolnton, NC 28092

Office (704) 735-2671 FAX (704) 735-1662

Memorandum

To: Steve Zickefoose, City Manager
CC: Donna Flowers, Assistant to City Manager/City Clerk
From: Richard Haynes, Parks & Recreation Director *RCH*
Date: 8/23/2016
Re: Agenda Item

The purpose of this memo is to ask that the Contract between the City of Lincolnton and Howard Construction Company of Lincolnton, Incorporated be put on the agenda for the September 1st City Council Meeting. It should be noted that the "Total Contract Sum" is less than the amount City Council agreed upon at their August 4th meeting. This is due to the "Splash Pad" equipment being purchased directly by the City for the amount of \$31,084.00. Please call me if you have any questions.

Thank you for your consideration.

 AIA®

Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Lincolnton, NC
114 West Sycamore Street
Lincolnton, NC 28092

and the Contractor:
(Name, legal status, address and other information)

Howard Construction Company of Lincolnton, Inc.
PO Box 773
Lincolnton, NC 28093-0773

for the following Project:
(Name, location and detailed description)

First Federal Park Lincolnton, NC

The Architect (Prime Consultant):
(Name, legal status, address and other information)

Wirth & Associates, Inc.
Planners and Landscape Architects
1230 West Morehead Street, Suite 212
Charlotte, NC 28208

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS
10	INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

September 2, 2016

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner’s time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than (270) days from the date of commencement, :
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Init.

/

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Paragraph deleted)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be Four Hundred Fifteen Thousand One Hundred Ninety-Eight and 00/100 Dollars (\$ 415,198.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Base Bid (see attachment 'A'):	\$481,000.00
Value Engineering (see Attachment 'B'):	- \$ 85,802.00
Contingency	+\$ 20,000.00
Total Contract Sum:	\$415,198.00

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
: (As shown on the attached bid form – Attachment 'A'.)		

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
------	-------

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the first day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the last day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of **ten percent (10 %)**. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of **ten percent (10 %)**;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows: : **Not Applicable (N/A)**
(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:
(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- ☒ Arbitration pursuant to Section 15.4 of AIA Document A201–2007
- ☐ Litigation in a court of competent jurisdiction
- ☐ Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

%

§ 8.3 The Owner’s representative:
(Name, address and other information)

Mr. Richard Haynes
City of Lincolnton, NC
114 West Sycamore Street
Lincolnton, NC 28092

§ 8.4 The Contractor’s representative:
(Name, address and other information)

Mr. Dana Chapman
Howard Construction Company of Lincolnton, Inc.
PO Box 773
Lincolnton, NC 28093-0773

§ 8.5 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated May 26, 2016 and are as follows:

Document	Title	Date	Pages
	General Conditions of Contract	May 26, 2016	GC 1-31
	Special Conditions	May 26, 2016	1-2

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages
	Exhibit C: Specification Index	May 26, 2016	1-4

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
	Exhibit D: Drawing Index	

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Addendum No. 1	June 13, 2016	18 Pages
Addendum No. 2	June 17, 2016	9 Pages
Addendum No. 3	June 20, 2016	4 Pages

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1

AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
- .2

Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor’s bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
Performance and Payment Bond	\$415,198.00

This Agreement entered into as of the day and year first written above.

OWNER (Signature) City of Lincolnton, North Carolina (Printed name and title)	CONTRACTOR (Signature) Howard Construction Company of Lincolnton, Inc. (Printed name and title)
--	--

Additions and Deletions Report for
AIA® Document A101™ – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:12:26 on 08/19/2016.

PAGE 1

City of Lincolnton, NC
114 West Sycamore Street
Lincolnton, NC 28092

...

Howard Construction Company of Lincolnton, Inc.
PO Box 773
Lincolnton, NC 28093-0773

...

First Federal Park Lincolnton, NC

...

The Architect: Architect (Prime Consultant):

...

Wirth & Associates, Inc.
Planners and Landscape Architects
1230 West Morehead Street, Suite 212
Charlotte, NC 28208

PAGE 2

September 2, 2016

...

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than (270) days from the date of commencement, ~~or as follows:~~

PAGE 3

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be Four Hundred Fifteen Thousand One Hundred Ninety-Eight and 00/100 Dollars (\$ 415,198.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following ~~alternates, if any, which are described in the Contract Documents~~ and are hereby accepted by the Owner:

...

<u>Base Bid (see attachment 'A'):</u>	<u>\$481,000.00</u>
<u>Value Engineering (see Attachment 'B'):</u>	<u>- \$ 85,802.00</u>
<u>Contingency</u>	<u>+\$ 20,000.00</u>
<u>Total Contract Sum:</u>	<u>\$415,198.00</u>

...

: (As shown on the attached bid form – Attachment 'A'.)

...

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the first day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the last day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

PAGE 4

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ~~percent (—ten percent (10 %)~~ percent (10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10 %);

...

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows: : Not Applicable (N/A)

PAGE 5

[X] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

...

Mr. Richard Haynes
City of Lincolnton, NC
114 West Sycamore Street
Lincolnton, NC 28092

PAGE 6

Mr. Dana Chapman
Howard Construction Company of Lincolnton, Inc.
PO Box 773
Lincolnton, NC 28093-0773

...

§ 9.1.3 The Supplementary and other Conditions of the Contract: Contract are those contained in the Project Manual dated May 26, 2016 and are as follows:

...

<u>General Conditions of Contract</u>	<u>May 26, 2016</u>	<u>GC 1-31</u>
<u>Special Conditions</u>	<u>May 26, 2016</u>	<u>1-2</u>

...

<u>Exhibit C: Specification Index</u>	<u>May 26, 2016</u>	<u>1-4</u>
---------------------------------------	---------------------	------------

...

Exhibit D: Drawing Index

PAGE 7

<u>Addendum No. 1</u>	<u>June 13, 2016</u>	<u>18 Pages</u>
<u>Addendum No. 2</u>	<u>June 17, 2016</u>	<u>9 Pages</u>
<u>Addendum No. 3</u>	<u>June 20, 2016</u>	<u>4 Pages</u>

...

<u>Performance and Payment Bond</u>	<u>\$415,198.00</u>
-------------------------------------	---------------------

...

City of Lincolnton, North Carolina Howard Construction Company of Lincolnton, Inc.

...

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:12:26 on 08/19/2016 under Order No. 6070509781 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

EXHIBIT 'A'

**SINGLE PRIME CONTRACT
GENERAL CONSTRUCTION
PROPOSAL**

FIRST FEDERAL PARK
for the City of Lincolnton Parks and Recreation
Lincolnton, North Carolina.
PREPARED BY:
Wirth & Associates, Inc
1230 West Morehead St., Suite 212
Charlotte, NC 28208
704-375-1588

Bid Date: June 24, 2016

TO: City of Lincolnton, North Carolina

From: Howard Construction Co. of Lincolnton, Inc.
Name of Bidder

The undersigned Bidder hereby declares that his Proposal is made without connection with any other person, company, or parties making a similar bid or proposal, and that it is in all respect fair and in good faith, without collusion or fraud. It is the Bidder's intention & purpose to enter into a Contract with City of Lincolnton, NC. The Bidder signifies that his bid is all-inclusive to perform the Work to construct First Federal Park as illustrated in the Contract Document prepared by Wirth & Associates, Inc. dated May 26, 2016. The Bidder has carefully examined the Contract Document and Proposal Form and is familiar with the scope, details, intent, and conditions under which the Work, or any part of it, is to be done, and the conditions which must be fulfilled in the furnishing and/or erection or construction of any or all items of the Work.

The Bidder hereby proposes to furnish all labor, materials, equipment and services necessary to perform the Work required in the Construction Document and terms of this Proposal for the amounts listed below.

- A. Base Bid: Four Hundred-Eighty-one Thousand Dollars (\$ 481,000.00)
- B. Contingency Allowance: Twenty-Five Thousand Dollars (\$ 25,000.00)
- C. Total Bid: \$ Five Hundred-Six Thousand Dollars (\$ 506,000.00)
(Herein referred to as the Total Bid = Base Bid + Contingency Allowance)

ALTERNATES:

Should the Alternate be accepted, the amount written below shall be the amount either "added to" or "deducted from" the Base Bid. The Bidder shall indicate if the Alternate is an add or deduct and the changes in the number of days for the overall construction of the work. If the Alternate is left blank, then the Alternate would not change the Base Bid if accepted. The Bidder agrees to construct the Alternate(s) as described in the Contract Document for the following prices:

Alternate #1: Contractor shall provide a price for the complete installation and construction of the OPE (Owner Provided Equipment) Bollard Lights as shown on the drawings including all footings, and electrical connections per code requirements to the panel board in the restroom building.

Alternate #1: Light Bollard Installation \$ 8,676.00 0 Days
Add Add or Deduct

Alternate #2: Standing Seam Roof \$ 8,712.00 0 Days
Add Add or Deduct

EXHIBIT 'A' (cont.)

UNIT PRICES:

Unit prices quoted and accepted shall apply throughout the life of the Contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of the changes in the scope of the Work all in accordance with the Contract Document. The Bidder is asked to provide the following unit prices to be used to adjust the Contract up or down if the scope of the Work changes.

<u>Unit Prices:</u>		
Removal of Unsuitable Soil	\$ <u>15.50</u>	<u>CY</u>
Provide & Compact Suitable Fill from on-site Source	\$ <u>4.50</u>	<u>CY</u>
Cost per cubic yard to import suitable fill material from off-site source	\$ <u>15.50</u>	<u>CY</u>
Cost per square yard of asphalt pavement (complete)	\$ <u>71.50</u>	<u>SY</u>
Cost per square yard of 4" (thickness) concrete pavement	\$ <u>25.00</u>	<u>SY</u>
Cost per cubic yard of compacted crushed aggregate base course	\$ <u>53.00</u>	<u>CY</u>
Cost per square foot for seeding	\$ <u>0.09</u>	<u>SF</u>
Cost per lineal foot of silt fence	\$ <u>4.50</u>	<u>LF</u>
Cost per cubic yard for mass rock excavation	\$ <u>82.50</u>	<u>CY</u>
Cost per cubic yard for trench rock excavation	\$ <u>138.00</u>	<u>CY</u>
Cost per square foot of sodding	\$ <u>0.90</u>	<u>SF</u>
Cost per cubic yard for Class 1 Rip-Rap	\$ <u>64.00</u>	<u>CY</u>

The Bidder acknowledges that he shall utilize the following subcontractors on this project.

General Construction	<u>Howard Construction Co. Of Lincolnton, Inc.</u>	<u>LICENSE #</u> <u>1946</u>
Mechanical Construction	<u>Wm. C. Reynolds Co., Inc.</u>	<u>2385</u>
Plumbing Construction	<u>Denver Plumbing Co., Inc</u>	<u>4599-P</u>
Electrical Construction	<u>Lail Electric Service, Inc.</u>	<u>3521-V</u>

OTHER SUBCONTRACTORS:

List the names and licenses #s of all subcontractors not shown above which will be performing work for which the bidder is not licensed to perform.

<u>CATEGORY</u>	<u>SUBCONTRACTOR</u>	<u>LICENSE #</u>
<u>Landscape</u>	<u>Piedmont, LLC</u>	<u>CL0035</u>
<u>Irrigation</u>	<u>Piedmont, LLC</u>	<u>75316</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

EXHIBIT 'A' (cont.)

The undersigned further agrees to begin the work promptly upon receipt of Notice to Proceed and to pursue the work with an adequate work force to complete the work within 270 calendar days from the Notice to Proceed. Five Hundred Dollars (\$500.00) per calendar day is hereby agreed upon as the Liquidated Damages.

Check, Cash, or Bond is attached in the amount of \$ 26,169.00.

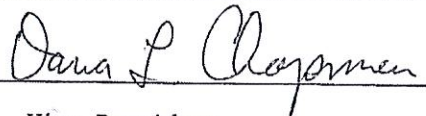
The undersigned acknowledges receipt of the following addenda which will be considered as part of the Contract Documents:

Addendum No. <u>1</u>	Dated: <u>June 13, 2016</u>
Addendum No. <u>2</u>	Dated: <u>June 17, 2016</u>
Addendum No. <u>3</u>	Dated: <u>June 20, 2016</u>
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____

The undersigned Bidder further proposes and agrees to commence the work promptly upon notice to proceed, with adequate forces.

CONTRACTOR: Howard Construction Co. of Lincolnton, Inc.

ADDRESS: PO Box 773
Lincolnton, NC 28093

BY: 

TTITLE: Vice President

Print Name: Dana L. Chapman

N.C. License Number: 1946

EXHIBIT 'B'

Howard Construction Co. of Lincolnton, Inc.
First Federal Park

Value Engineering #2
August 1, 2016

ITEMS OF WORK	Base Bid Cost	V.E. #1 Cost	V.E. #2 Cost	Total Savings	Total Increases
GENERAL CONDITIONS	\$29,295	\$29,295	\$29,295	\$0	
WRECKING & DEMOLITION	\$7,260	\$7,260	\$7,260	\$0	
EXCAVATING AND CLEARING	\$25,218	\$21,656	\$25,218	\$0	
EQUIP. & SITE IMPROV. EXCAVATION	\$4,290	\$4,290	\$4,290	\$0	
SITE IMPROVEMENTS	\$29,178	\$0	\$0	\$29,178	
EROSION CONTROL	\$5,665	\$5,665	\$5,665	\$0	
LANDSCAPE & IRRIGATION	\$43,876	\$38,750	\$40,940	\$2,936	
CONCRETE	\$40,068	\$35,118	\$31,643	\$8,425	
PRECAST STONE VENEER	\$17,312	\$0	\$0	\$17,312	
DRYWALL CONST. & ACOUSTIC CEIL.	\$5,830	\$5,830	\$5,830	\$0	
ROUGH CARPENTRY	\$27,784	\$27,784	\$27,784	\$0	
FINISH CARPENTRY	\$17,105	\$22,513	\$22,513	\$0	\$5,408
DOORS FRAMES & FINISH HARD.	\$4,908	\$4,908	\$4,908	\$0	
FENCING	\$10,058	\$9,604	\$9,604	\$455	
PLAYGROUND EQUIPMENT INSTALL	\$2,244	\$2,244	\$1,738	\$506	
ROOFING & SHEET METAL	\$13,145	\$4,381	\$4,381	\$8,764	
WALL TILE	\$3,245	\$3,245	\$3,245	\$0	
GLASS, STOREFRONT	\$1,403	\$1,403	\$2,805	\$0	\$1,403
PAINTING	\$7,150	\$7,150	\$7,150	\$0	
HANDRAILS	\$3,696	\$3,696	\$3,696	\$0	
EPOXY FLOORING	\$3,850	\$3,850	\$3,850	\$0	
ROUGH HARDWARE	\$660	\$660	\$660	\$0	
DRAINAGE	\$15,950	\$15,950	\$12,650	\$3,300	
PLUMBING	\$40,953	\$35,856	\$35,856	\$5,097	
HVAC	\$8,302	\$8,302	\$8,302	\$0	
ELECTRICAL	\$29,700	\$29,700	\$29,700	\$0	
POURED IN-PLACE RUBBER SURFACE	\$9,020	\$9,020	\$0	\$9,020	
PREFAB METAL ROOF DORMERS	\$8,690	\$8,690	\$0	\$8,690	
INSULATION	\$2,090	\$3,875	\$3,875	\$0	\$1,785
SPRAYGROUND EQUIP. INSTALL	\$51,975	\$51,975	\$51,975	\$0	
CAULKING	\$693	\$693	\$693	\$0	
TOILET ACCESSORIES	\$880	\$880	\$880	\$0	
TOILET PARTITIONS	\$5,060	\$5,060	\$5,060	\$0	
HANDRYERS	\$1,012	\$0	\$0	\$1,012	
SOIL POISON	\$275	\$275	\$275	\$0	
SALES TAX	\$2,922	\$3,243	\$3,217		\$295
TOTALS	\$480,759	\$412,820	\$394,957	\$94,693	\$8,891
TOTAL SAVINGS LESS INCREASES				\$85,802	

Yellow indicates revisions on Value Engineering #1
Green indicates revisions on Value Engineering #2

EXHIBIT ‘C’

CONTENTS

I. Invitation to Bidders

II. Instructions to Bidders

- 1. Familiarity with Work and conditions
- 2. Familiarity with Laws, Etc.
- 3. Interpretations of Plans and Specifications
- 4. Insurance, Performance, and Payment Bonds
- 5. Proposal Form
- 6. Qualifications
- 7. Bid Bond or Bid Deposit
- 8. Directing Proposals
- 9. Opening of Proposals
- 10. Bid Error
- 11. Bid Validity
- 12. Awarding of Contract
- 13. Execution of Contract
- 14. Non-Discrimination in Employment
- 15. Minority/Women/Small Business Enterprise Opportunity
- 16. Americans with Disabilities Act Requirements
- 17. Substitutions

III. General Conditions

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General Provisions

- 1.1** Capitalization
- 1.2** Intent of the Contract Documents
- 1.3** Interpretation
- 1.4** Governing Law
- 1.5** Use of site, construction procedures and safety
- 1.6** Successors and Assigns
- 1.7** Contract Documents
- 1.8** Rights and Remedies
- 1.9** Tests and Inspections
- 1.10** Substantial Completion
- 1.11** Partial Occupancy or Use
- 1.12** Progress Payments
- 1.13** Final Completion and Final Payment
- 1.14** Termination by the Owner for Cause
- 1.15** Suspension by the Owner for Convenience
- 1.16** Termination by the Owner for Convenience
- 1.17** Harassment

EXHIBIT ‘C’ (cont.)

Article 2

Owner’s Rights and Responsibilities

- 2.1 Communication to the Contractor
- 2.2 Application for payment
- 2.3 Staff Authorization
- 2.4 Construction by Owner or by Separate Contractor(s)
- 2.5 Mutual responsibility
- 2.6 Owner’s right to clean up
- 2.7 Owner’s Right to Contract Modifications
- 2.8 Stop Work

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Administration of the Contract

- 3.1 Representation
- 3.2 Communications
- 3.3 Evaluation of work
- 3.4 Interpretation of Contract Documents
- 3.5 Site visits
- 3.6 Work acceptance and tests
- 3.7 Project Modifications
- 3.8 Review of Submittals
- 3.9 Certificates for Payment
- 3.10 Contract Mediation Provisions

Article 4

Contractor’s Responsibilities

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- 4.2 Permits and Licenses
- 4.3 Work Conformance
- 4.4 Supervision and Construction Procedures
- 4.5 Contract Time
- 4.6 Construction Schedules
- 4.7 Safety and Precautions and Programs
- 4.8 Safety of Persons and Property
- 4.9 Hazardous Materials
- 4.10 Emergencies
- 4.11 Warranty
- 4.12 Repair Obligation
- 4.13 Limitation of Warranty
- 4.14 Project Contingency and Allowances
- 4.15 Taxes
- 4.16 Sales and Use Tax
- 4.17 Contractor’s Warranty of Title
- 4.18 Uncovering and Correction of Work

4.19 **EXHIBIT ‘C’ (cont.)**

- 4.20 Liquidated Damages
- 4.21 Cutting and Patching
- 4.22 Clean Up
- 4.23 Indemnification

Article 5
Bonds and Insurance

- 5.1 Performance and Payment Bonds
- 5.2 Indemnity and Insurance

Article 6
Definitions

IV. Supplementary Conditions

V. M/W/SBE Provisions

VI. Technical Specifications

Division 1 – General Requirements

- 01010 Summary
- 01020 Base Bid
- 01022 Allowances
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- 01030 Alternates
- 01100 Special Conditions
- 01200 Project Meetings
- 01300 Schedule of Values
- 01340 Shop Drawings, Product Data & Submittal
- 01400 Temporary Facilities and Controls
- 01410 Testing Laboratory Services
- 01500 Clean up
- 01600 Project Close out
- 01620 Storage and Protection
- 01630 Product Options and Substitutions
- 01720 Project Record Documents
- 01730 Operation and Maintenance Data

EXHIBIT ‘C’ (cont.)

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- 02110 Site Clearing
- 02200 Earthwork
- 02210 Fine Grading
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- 02400 Storm Drainage Facilities
- 02511 Asphalt
- 02520 Site Concrete Work
- 02600 Exterior Piped Utilities –Water Supply System
- 02840- Aluminum Fencing
- 02870 Site Furnishings
- 02900 Landscape Plantings
- 02938 Sodding

- 05520 Handrails and Railings

- 32 84 00 Irrigation System

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- Construction Contract
- Certification of Compliance With Americans With Disabilities Act
- Certification of Non-Discrimination in Employment
- Substitution Listing
- General Guarantee
- Water Tightness Guarantee

EXHIBIT 'D'

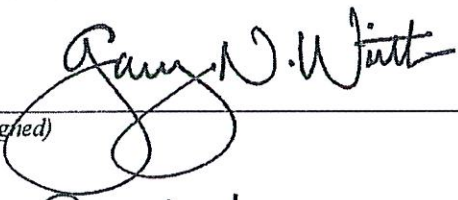
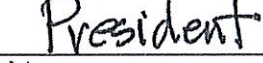
DRAWING INDEX

Sheet No.	Sheet Title
L1.0	Existing Conditions
L2.0	Demolition Plan
L3.0	Site Plan
L3.1	Site Layout Plan
L4.0	Grading Plan
L5.0	Sediment & Erosion Control Plan
L6.0	Planting Plan
L7.0	Utility Plan
L8.0	Site Details
L8.1	Site Details
L8.2	Site Details
I1.0	Irrigation Plan
I1.1	Irrigation Details
G1	Code Summary Appendix B
G2	General Information
A1	Floor Plan, Roof Plan Elevations
A2	Wall Section Sections
E01	Electrical-General Notes & Legends
E21	Electrical-Floor Plans-Lighting & Power
E51	Electrical-Risers & Schedules
E81	Electrical-Specifications
M21	Mechanical-Floor Plan
M81	Mechanical-Specifications
P01	Plumbing-General Notes & Legends
P21	Plumbing-Floor Plans-Water, Waste & Vent
P71	Plumbing-Details
P81	Plumbing-Specifications
S101	General Notes
S201	Foundation and Roof Framing Plans
S301	Sections
SP-1	Splashpad Plan
SP-2	Splashpad Plan
SP-3	Details
SP-4	Specifications

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:12:26 on 08/19/2016 under Order No. 6070509781 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.


(Signed)

President
(Title)

8.22.16
(Dated)

ITEM #

11



City of Lincolnton

AGENDA REQUEST FORM

Please Print

Name Cathy G. Davis
Address 403 East Main Street Phone 704-740-8313
Lincolnton, NC 28092 EMAIL: lincolncultural@
bellsouth.net
Name of Firm or Corporation (if applicable) Lincoln Cultural Center
Other Persons Accompanying Speaker Christine Poinette, Board Chair
Purpose of Request to Appear To request permission to serve
beer and wine at our 25th
Anniversary Celebration, Sept. 10th 6pm-10pm
Council Meeting date you wish to appear 8-1-2016
Amount of time required for Presentation 5 minutes.
Date form submitted to the City Clerk 8/24/2016

Cathy G. Davis
Signature of Requesting Party

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

STATE OF NORTH CAROLINA

COUNTY OF LINCOLN

CONTRACT

THIS CONTRACT AND AGREEMENT made and entered into on this the 1st day of September, 2016 by and between the **LINCOLN CULTURAL CENTER**, a corporation existing and doing business under the laws of the State of North Carolina, party of the first part, (hereinafter referred to as LCC), and the **CITY OF LINCOLNTON**, a municipal corporation created and existing under the laws of the State of North Carolina, party of the second part, (hereinafter referred to as CITY);

W I T N E S S E T H:

The parties to this Contract hereby recite and declare that:

- a. The Code of Ordinances of the City of Lincolnton was so amended by the Lincolnton City Council at its regular meeting on April 4th, 2002 to allow the City to authorize and regulate the possession and consumption of malt beverages and unfortified wine on the public streets, alleys, and parking lots which have been temporarily closed to regular traffic for special events.
- b. The LCC is the sponsor, promoter, and operator of an event celebrating the 25th Anniversary of the LCC, which is staged in downtown Lincolnton on September 10, 2016.
- c. At the request of the LCC, upon action by the Lincolnton City Council, subject to the provisions and conditions hereinafter set forth, allow the LLC to sell malt beverages and unfortified wine to the public along the 400 block of Cedar Street and to supervise and monitor the consumption of said alcoholic beverages at and during said event.

NOW, THEREFORE, in consideration of the reasons and facts recited above, the mutual promises and covenants of the parties as herein set out and for other good and valuable consideration, the receipt of which is hereby respectively acknowledged by the parties, the parties agree as follows:

I.

That in accordance with and subject to the terms and conditions herein set forth, the LCC is authorized to sell malt beverages and unfortified wine at its 25th Anniversary Celebration, which is scheduled to be held on Saturday, September 10th, 2016

II.

That all alcoholic beverages sold and served by the LLC will be sold and consumed within the confines of a contained area or “Beer Garden,” the design and location of which must be approved by the City. The LCC agrees to obtain, pay for, and comply with all governmental permits and licenses necessary for the sale and consumption of the alcoholic beverages.

That LCC agrees to provide at its expense capable and competent personnel to administer, and monitor the sale and consumption of alcoholic beverages for the duration of the events. The LCC agrees that its personnel will exercise all due care and circumspection to refuse service or sell of alcoholic beverages to any minor or to any person who may appear to be under the influence of alcohol or any controlled substance.

That LCC will not sell or allow the consumption of any alcoholic beverage before 6:00 p.m. or after 10:00 p.m. on September 10, 2016.

III.

That LCC hereby agrees to indemnify and hold the City and its employees harmless from any claims, causes of action, loss, or injury resulting from the sale of alcoholic beverages and subsequent consumption thereof by the public at the 25th Anniversary Gala. That LCC agrees to defend the City against any such claims of loss or injury filed against the City.

IV.

That LCC will obtain and pay for liability insurance coverage (in an amount satisfactory to the City) for itself and the City as a result of the sale of alcoholic beverages on the streets of the City during the 25th Anniversary Gala. That LCC will promptly provide a copy of said insurance policy (ies) to the City. All policies will designate the City as a named insured.

V.

That the City reserves the exclusive right to modify, cancel, and rescind this Contract at any time hereafter if, in its sole discretion, the sale and consumption of alcoholic beverages at any event has resulted in problems that are detrimental to the health, welfare, or well-being of the City or its citizens.

VI.

That it is further understood and agreed by both parties that no promises or agreements not herein expressed have been made to or by either party hereto, and that this Contract contains the entire agreement between the parties hereto, and that the terms and conditions of the Contract are contractual and not a mere recital.

VII.

That this Contract may be amended only by written instrument signed and executed by the parties hereto.

IN WITNESS WHEREOF, the party of the first part has caused this instrument to be signed in its corporate name by its duly-authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, and the party of the second part has caused this instrument to be signed by its Mayor and attested by its Clerk, the day and year first above written.

LINCOLN CULTURAL CENTER BOARD OF DIRECTORS

By: _____
President

Attest:

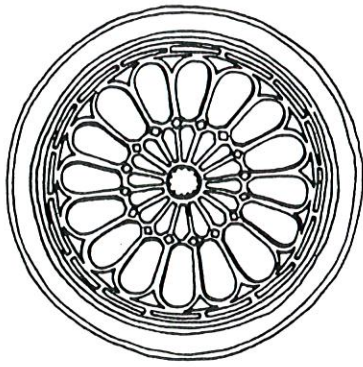
Secretary (Corporate Seal)

CITY OF LINCOLNTON

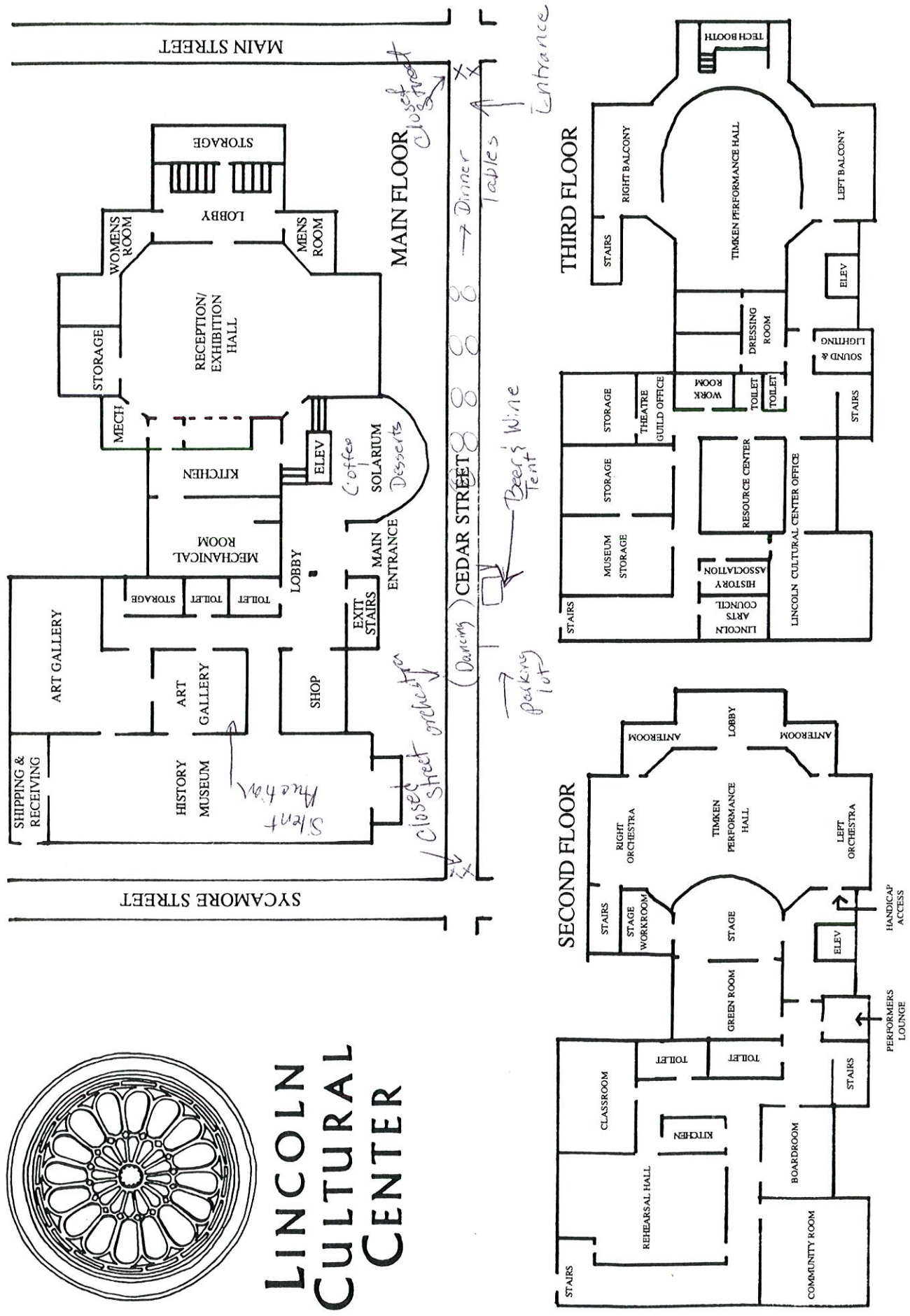
By: _____
Ed Hatley, Mayor

Attest:

Donna C. Flowers, City Clerk (Municipal Seal)



LINCOLN CULTURAL CENTER



Lincoln Cultural Center ~ 403 East Main Street ~ Lincolnton, North Carolina ~ 704.732.9055

ITEM #

12

PRELIMINARY DRAFT

DO NOT DISTRIBUTE

City of Lincolnton

Business Incentive Grant Program

Purpose

The purpose of the City of Lincolnton Business Incentive Grant program is to promote economic development opportunities by offering new or expanding businesses matching cash grants to partially defray the cost associated with start-up improvements or expansion projects, thereby freeing business capital at a time when it is most urgently needed. This program will benefit the City of Lincolnton with increased tax base, expanded job opportunities and increased payroll in our community.

The Business Incentive Grant will be an economic development activity that supports the goals and objectives of the City of Lincolnton Strategic Plan. It is intended to assist business owners with building renovations and rehabilitations, facade improvements and new or improved signage which encourage economic development in Lincolnton.

The following guidelines govern the Business Incentive Grant program. This set of guidelines shall be subject to periodic review and revision. Funding for the program may be discontinued at any time at the discretion of the City.

Guidelines

1. A completed business plan must be submitted with the application.
2. Applicants must adhere to applicable City of Lincolnton ordinances and code requirements, such as building codes, zoning regulations, etc.
3. Grants are provided to help with correction of building code violations, building renovations, building rehabilitations, facade improvements, signage, etc. Only one grant will be provided to a business per calendar year. Funds are for fixed items only and not for inventory, furnishings or non-fixed items.
4. The applicant must secure a two-year lease, if leasing.
5. Provides 50% of the total cost of approved projects up to \$15,000 for eligible expenditures for properties located within the Central Business District and up to \$5,000 for eligible expenditures on properties located elsewhere in the City limits. However, the City reserves the right to not award the total amount requested.

6. Each application shall be treated on a case-by-case basis.
7. Since each application will be different, and reviewed on a case-by-case basis, the applicant may be required to submit additional information.
8. The Business Incentive Grant program is not intended to provide financial assistance to fiscally unsound businesses.
9. Business Incentive Grant program applications will be reviewed by the Steering Committee with final consideration and approval given on each grant application by City Council.
10. Business Incentive Grant program approval will be made at the sole discretion of the City Council and will depend on the availability of funds.
11. The intent of the Business Incentive Grant program application process is not to burden the applicant business with extensive research, but to provide the Steering Committee and City Council with information to make appropriate recommendations and decisions.
12. Only one Business Incentive Grant may be awarded to an individual business per calendar year. The business, receiving such grant, must wait 365 days before applying for another Business Incentive Grant through this program.

Business Incentive Grant program applications will be evaluated on each of the following factors. The application should be developed according to the following criteria for each factor:

Business/Organization/Business Plan Description (15%): Does the application describe the business/organization history or business plan? Does the application describe the nature of the business conducted in the City of Lincoln? Does the application provide previous year business financial information and cash flow? Does the application clearly demonstrate sound and sustainable business financing? Does the application describe the value of resources other than labor purchased in the City of Lincoln? Does the application describe the percentage of goods and services performed in the City of Lincoln? Does the application describe the number of fulltime and part-time workers employed by the business/organization? Does the application describe the benefits provided to employees?

Project Description (30%): Does the application clearly describe the project? Does the application clearly delineate the project's expected costs and revenues? Does the application clearly describe the project's timeline? Does the application clearly describe the project's management? Does the application describe how the project is sustainable over a period of time? Does the application describe the project's direct and measurable results

with full economic impact within three years? Does the application describe project risks and mitigation plans?

Scope of Impact (20%): Does the application clearly describe how the project supports the economic development goals and objectives of the City of Lincolnton Business Incentive Grant program? Does the application describe how the project supports increased economic activity in the City of Lincolnton? Does the application project the economic impact to the City of Lincolnton over three years? Does the application describe how Lincolnton residents will benefit from this project?

Leveraging Resources (20%): Since projects that leverage additional sources of support will be given preference in the Business Incentive Grant program, does the application describe any and all additional sources of cash and in-kind support for the project? Does the application clearly indicate matching/leveraged resources in the project budget? Does the application describe how Business Incentive Grant program funds will be applied?

Accountability (15%): Does the application describe predicted results that will be reported to the EDC annually over three years? Does the application clearly describe how predicted results are easily measured, reported, and verified? Does the application describe how predicted results link to project goals, objectives, and activities?

Contact:

Laura Elam, Planning Director

Planning Department

114 West Sycamore Street

Lincolnton, NC 28092

(704) 736-8930

lelam@lincolntonnc.org

City of Lincoln Business Incentive Grant Application
Building Rehabilitations and Renovations and
Facade Improvements Which Encourage
Economic Development in Lincoln

DATE: _____

NAME OF APPLICANT: _____

BUSINESS NAME: _____

ADDRESS: _____

EMAIL ADDRESS: _____

TELEPHONE: _____

If Property Owner differs from Business Owner, complete the following:

NAME OF PROPERTY OWNER: _____

ADDRESS: _____

EMAIL ADDRESS: _____

TELEPHONE: _____

PROJECT ADDRESS: _____

ATTACHMENTS REQUIRED (incomplete applications will be returned to applicant)

1. Provide an itemized cost estimate of all materials, supplies and labor costs of this project. **(Attach to application)**
2. Provide a sketch or scaled drawing of the proposed renovation work. **(Attach to application)**
3. Provide a current photograph of (1) the building itself and (2) within the context of the streetscape clearly showing the existing conditions of the proposed area of improvement. **(Attach to application)**

- 4. Written plans for future improvements to the building and proposed time frame for such work. *(Attach to application)*
- 5. Samples of all paint colors and awning fabrics *(if applicable)*
- 6. Copy of two-year lease, if leasing.
- 7. Provide anticipated start date and a proposed schedule of completion for the proposed improvements. These dates must conform to the 120-day time line following Notification of Approval to Proceed.

START DATE: _____

ANTICIPATED COMPLETION: _____

I have read and fully understand the requirements and guidelines of the City of Mount Holly Business Incentive Grant Program and agree to comply with all its requirements in full.

Signature of Applicant

PROPERTY OWNER CONSENT

If property owner differs from the business owner, I _____
Owner of the aforementioned property, consent to the proposed work being undertaken by _____, the business owner. I as the property owner have read and fully understand the requirements of the City of Mount Holly Business Incentive Grant Program and agree with all the requirements set forth by the Grant Application and Guidelines.

Signature of Property Owner (if different from business owner)

Office Use Only

Date Received:

Comments: _____

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..

MEMORANDUM

TO: Mayor and Council

FROM: Steve Zickefoose 

SUBJECT: Main Street and DDA

DATE: July 25, 2016

As follow up to our July Council meeting, I want to provide some basic information about the Main Street Program, DDA and the changes made by the City.

This is an overview of the Main Street Program as indicated on their website:

Main Street Program

“The NC Main Street program assists communities across the state in restoring economic vitality to their historic downtowns. While grant funds for specific projects occasionally become available, Main Street is a **self-help program**, and it is up to local communities to provide the human and financial resources necessary to operate their downtown programs.”

The Program Services/Benefits Are:

- **Program Guidance:** Assists communities in developing a local program to manage the process of revitalization and helps them to develop a community-based vision for action. This includes assisting in organizational development and board training as well as supporting the development of goals, objectives and work plans. The Center provides on-going program evaluation and manager and board guidance. “The Main Street Four-Point Approach® is a comprehensive revitalization process designed to improve all aspects of a downtown, producing both intangible and tangible benefits. Four elements are combined to create a well-balanced program. The elements are Organization, Promotion, Design and Economic Development.”
- **Technical Assistance:** Provides technical assistance in the areas of organizational development, real estate development, market analysis, business retention and creation, promotions, and design, among others. The Main Street designer provides consultation and renderings to property owners to encourage facade renovation and reinvestment.

- **Training:** Offers training in the Main Street Four-Point Approach, real estate and business development, design and organizational development. Courses are held around the state and are offered to Main Street and non-Main Street communities alike.
- **Networking:** Through participation in the North Carolina Main Street program, communities have access not only to other in-state programs but also to more than 1,400 communities across the country that are participating in Main Street. By sharing the lessons learned, communities can avoid many of the pitfalls and invest their resources more wisely.
- **Advocacy and Leadership:** Functions as a clearinghouse for ideas and success stories from which all can benefit. Staff members participate in local, regional and national events to promote the importance of downtown revitalization and many successes of the North Carolina participants.

This is a list of items related to the City and Main Street:

Information Items:

- The city or town government determines who will administer the program.
The three options are:
1) Department designated by City
2) 501(c)(3) organization
3) Quasi Public/Private- Combination of options 1 and 2
- The State requires the Main Street manager to be a full time position.
- Previously, we were using option 3, where the City provided the “manager” and DDA did the administration of the program. The plan is to move to option 2, where DDA is responsible for the manager and administration of the program.
- The City has not received any grants/funding through the Main Street Program since joining in 1995.
- There are **537** municipalities with less than 50,000 in population that are eligible.
- There are **61** Main Street Cities/Towns. 35 of those have a MSD. 5 of the other 26 are Tier 3.
(Shelby, Kings Mountain, Mt. Airy, Hendersonville, Davidson, & Morganton all have a MSD)

Some information items about DDA:

Downtown Development Association

- Established in 1990, the general purpose of the association shall be to promote historic preservation, protection and use of Lincolnton’s traditional downtown area, including commercial enterprises and residences.
- The goals and objectives of the volunteer association are achieved through the board of directors and four standing workgroups: Design, Promotions, Economic Restructuring and Organization.
- The City Council appoints one person to the Board of Directors.
- The BCD Director or designate also serves as a Board of Director member.

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PHONE (704) 736-8980

- The City has allowed the City funded Events and Marketing Coordinator to perform bookkeeping functions and assists in planning and coordinating events sponsored by DDA. (This accounts for 75% of the positions time).

The City approved the following changes as part of the restructuring process at the April Council meeting:

DDA/Main Street Program/City Changes Approved by Council

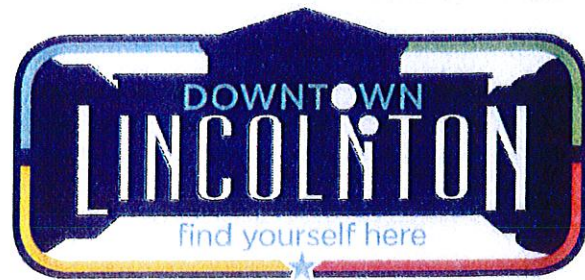
- DDA sponsored events- The current Events and Marketing Coordinator position employed by the City will work through the Chamber of Commerce. The position will continue the role of assisting with planning and coordinating DDA sponsored events. This position will continue providing accounting assistance for the DDA. The Chamber will provide office support for scheduling etc.
- Main Street Program- Due to restructuring of duties, the City will no longer be in a position to serve as the Manager. The City agrees to designate DDA as the Manager if DDA is willing to assume that role. The administrative responsibilities related to being the Manger would follow the position. The current BCD Director would continue the appointment on the DDA board and serve as Secretary to the board. The Chamber will assist in maintaining the Four Point Approach.
- All City funded grants, incentives or enhancements and other grants that flow through the City budget will be coordinated by the present BCD Director using a committee determined by the City. This committee will include DDA representation.
- “City” sponsored events such as the July 4th celebration, etc. will be coordinated by the City

The City’s costs:

- The BCD Director costs about \$75,000 per year.
- The Events and Marketing Coordinator costs about \$50,000 per year. Approximately 75% of this position’s time is to assist DDA.
- In 2015-16, the City spent \$1,945 to assist with Alive After Five, parades and cruise-ins. The City discontinued supporting Hog Happening (\$17,900).

Funds that could be considered to “merge” the Main Street Program to DDA:

- \$20,000- 4 months’ salary of BCD position due to Vacancy- One time savings.
- \$17,900- Savings from discontinued support of Hog Happening.
- \$ 7,500- County donation for Main Street Program done as flow through to City.



THE DOWNTOWN DEVELOPMENT ASSOCIATION OF LINCOLN REPORT

Prepared by:
The Downtown Development Association
Board of Directors

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1 DDA INTRODUCTION

The Downtown Development Association of Lincolnton, Inc. (DDA) operates through a public-private partnership, governed by a twenty- member volunteer Board of Directors with staff support provided by the City of Lincolnton Business & Community Development (BCD) Department. The organization takes a comprehensive approach to downtown development through activities and projects encompassing The Main Street Four Point Approach® and Eight Guiding Principles. Goals and objectives are achieved through the board of directors and four standing workgroups: Design, Promotions, Economic Restructuring, and Organization. As a volunteer-driven organization, DDA depends on hundreds of volunteers and several thousand volunteer hours each year. The history, current and future projects are detailed below using The Main Street Four Point Approach® as the guide.

2 DDA & LINCOLNTON HISTORY

The following selection is taken from the book “In Our Own Words: The Story of Lincoln County” published in 2006 and is included to provide an explanation of how the DDA evolved with the City of Lincolnton as well as a brief history.

“The Century Theater is closed. The Rose’s building is empty. Ramseur Hardware is closed. The bakery has moved leaving its downtown store vacant and the diner is for sale. But city officials remain optimistic and say things are looking up for downtown, pointing to the fact that last year twice as many stores closed. This paints a bleak, yet accurate, picture of downtown Lincolnton in the early 1980’s. Fortunately, the downtown merchants organized and persuaded the city to take a proactive position in addressing downtown’s problems, and not simply rely on Pollyannaism that downtown could not get any worse.

In 1981, the City of Lincolnton began an ambitious capital improvements program, to provide a catalyst for private development in downtown. This program involved resurfacing the streets and widening the sidewalks, installation of planters, sidewalk heat strips, benches, new streetlights and underground lighting.

After the first phase of the project, the City hired a consulting firm to assess the attitudes and financial commitment of the downtown toward the project and the future phases. The consultant reported in his findings that “the attitude of the majority of the downtown retailers was that very little could be done to help the Central Business District. The majority of the business community was somewhat apathetic concerning the Central Business District. His recommendation was the City of Lincolnton should not pursue the next phases of improvement program. “The expenditure of vast amounts of public dollars on additional capital improvements in downtown would be ill-spent...” While the consultants assessment of the majority may have had merit, there is nothing like telling a downtown businessperson that he or she is negative, apathetic and cannot do anything to help downtown, to galvanize support

for a project. A very vocal and influential minority persuaded the City to continue the next two phases of the project.

Initially, the streetscape improvements generated the desired results. Local citizens purchased buildings that were previously owned by absentee owners. Building improvements were made. New businesses moved downtown. Ribbons were cut and downtown was proclaimed revitalized! The job was finished and everyone was content with the new and improved downtown.

Yet in 1988, with the announcement of plans for a new shopping center, local citizens became concerned that the downtown would lose its position as the commercial heart of the county. So a group of volunteers formed the Uptown Lincolnton Planning Committee to preserve and revitalize downtown. This group was facilitated by the local Council of Governments' Downtown Advisory Service; its preliminary assessment found that Lincolnton "has a strong downtown with very few vacancies, a positive atmosphere, excellent historic structures and solid support from the City, County and private enterprise." But without design coordination, promotion and business recruitment, the situation would change rapidly. Lincolnton needed a full time manager to provide coordination, encouragement, and consistent downtown management.

The professional expertise and direction provided by the Downtown Advisory Service helped educate City officials, and downtown leaders, to look at downtown revitalization as more than beautification efforts and more as a continuing economic development effort, essential to addressing the root problems of downtown. Market studies were taken to determine the demand for stores, offices, restaurants and housing. Planning sessions were held to set priorities based off of market analysis. This process created a renewed enthusiasm, and generated support for downtown.

Following the Downtown Advisory Service's recommendation, the City hired a part-time downtown coordinator who worked out of the City's planning department. Efforts were made to attract new business, develop a promotional program and form a separate downtown development organization. In 1989, the group became the Greater Lincolnton Association Downtown (GLAD) and hired a new full-time director to work with the Chamber of Commerce, under a contract with the City. GLAD continued efforts to attract new business downtown, in addition to, starting a façade grant program and developing an annual calendar of promotional events.

In 1995, Lincolnton was accepted as a North Carolina Main Street Community. At this time an extensive vision planning session was held. The results were a vision statement and a work plan for each of the Main Street Committees, with goals and objectives to be accomplished within a period of time.

Based on the recommendations of the Main Street Resource Team, in 1997 GLAD was renamed the Downtown Development Association (DDA) of Lincolnton and moved to the City's newly created Business & Community Development Department. Today the DDA and Business & Community Development continue their cooperative efforts to "build a better Lincolnton, one block at a time."

The struggle to revitalize downtown Lincolnton has been a difficult, but rewarding, journey. After building its base of support and spending years re-educating City officials, downtown business and property owners and the general public, there is a new outlook for downtown Lincolnton. People understand that downtown creates jobs, income, and capital investment. Pro-downtown decisions are no longer a political risk in Lincolnton. The general perception is that spending time, money and effort on downtown is a prudent use of fiscal resources and is necessary for the wellbeing of the entire Lincolnton community.

5 THE STORY OF MAIN STREET

The following is an excerpt from the [North Carolina Main Street Decades of Success Economic Impact Study](#). The whole document deserves a place in this report but for the sake of space we are only including this short excerpt. We highly suggest that anyone reading this report take some time to, at the very least, review the report and at the most, digest it to fully to understand the impact this program has had on North Carolina.

“After many downtowns were written off in the late 20th century, the Main Street Four-Point Approach was created to bring life back to downtown commercial districts. North Carolina was one of the original six demonstration states for the National Trust for Historic Preservation’s Main Street program. Since its inception in 1980, the North Carolina Main Street program has been extraordinarily effective in achieving its purpose. Housed within the North Carolina Department of Commerce, the program assists 100+ communities with design, planning, staff training and capacity building.

Although the Main Office is located in Raleigh, the staff is constantly on the road to assist participating communities. In 2003, the North Carolina Main Street expanded its focus with the Small Town Main Street initiative to serve towns with populations of less than 7,500. The Small Town Main Street branch has two regional offices, one in Asheville to serve the western region towns and one in Wilmington to serve the eastern region towns. Through these initiatives, North Carolina’s Main Street Program has demonstrated success in communities of all sizes throughout the state.

In 2009, the Main Street Solutions Fund was enacted to provide economic development planning assistance and grant support to small businesses. The Solutions Fund has provided grants to 16 communities and leveraged an impressive amount of additional public and private dollars.”

6 MAIN STREET FOUR POINT APPROACH

6.1 DESIGN

Design means getting Main Street into top physical shape and creating a safe, inviting environment for shoppers, workers and visitors while preserving historic character. Successful Main Streets take advantage of the visual opportunities inherent in a commercial district by directing attention to all of its physical elements: public and private buildings, storefronts, signs, public spaces, parking areas, street furniture, public art, landscaping, merchandising,

window displays and promotional materials. An appealing atmosphere, created through attention to all of these visual elements, conveys a positive message about the commercial district and what it has to offer. Popular design activities also include instilling good maintenance practices in the commercial district, enhancing the district's physical appearance through the rehabilitation of historic buildings, encouraging appropriate new construction, developing sensitive design management systems, educating business and property owners about design quality and long-term planning.

This Design Work Group and its associated committees have individually and through partnerships with other local organizations managed and actualized many projects.

i. Pots on Parade

Pots on Parade is a public art and tourism initiative organized by the DDA of Lincolnton and its volunteer-driven Pots on Parade committee to highlight and promote the history and culture of the pottery making tradition in the Catawba Valley and revive interest in the Catawba Valley Pottery Center (CVPC). The CVPC is a collaborative partnership between the DDA, the Lincoln County Historical Association and Catawba Valley potters to preserve, document and promote the history and culture of the pottery making tradition in the Catawba Valley region. Lincoln County is at the heart of this region and has a pottery making tradition that spans two centuries. With Lincolnton's central location in the Catawba Valley and proximity to Charlotte, Hickory and Gastonia, thousands of folks will have an opportunity to see the public artwork.

This project was funded by multiple sources, including \$10,000 from the City of Lincolnton given as 'seed money' to initiate the project. The first phase of the project received grassroots funds from the Arts Council of Lincoln County for utilizing local artists. Crouse native, Luke Heafner, hand crafted each form. Later twelve different Catawba Valley Potters donated their time to produce faces' on each form, creating the traditional Catawba Valley 'face jug' look.

ii. Downtown Benches

Another noticeable exhibit is the Downtown Historical Bench project. A total of eight benches have been installed on Main Street. The first phase included four benches in the 100 block of East Main. The second phase includes the two benches installed in the 200 block of East Main and two benches installed in the 100 block of West Main.

The benches were purchased by the City of Lincolnton. A group of volunteers from the DDA managed the project, choose the designs based on Lincoln County history and suggested the placement of the benches. Oak Hill Iron of Morganton crafted each of the historical theme benches from an original design.

iii. Façade Grants

The Storefront Rehabilitation Grant (aka Façade Grant) was established in 1999 with a \$10,000.00 line item added to the City of Lincolnton BCD department budget. The Design Work Group was responsible for grant review and approval. The grant is a matching grant program that provides 50% of the total costs up to \$40.00 per linear foot of façade. The applicant must meet the Secretary of the Interior's "Standards for Rehabilitation." The building that currently houses Court Street Grille was a recipient of the grant. ([See before and after photos of Lincolnton buildings](#))

- iv. Marcia H. Cloninger Rail Trail Mural
The Marcia H. Cloninger Rail Trail Mural is part of a collaborative effort between the City of Lincolnton, Arts Council of Lincoln County and the Downtown Development Association of Lincolnton based off of suggestions from high school students on the City’s Student Advisory Council. The mural was partially funded by the City through a Storefront Rehabilitation (Façade) grant.

B Promotions

Promotion takes many forms, but the goal is to create a positive image that will renew community pride and tell the Lincolnton Main Street story to the surrounding region. Promotions communicate our commercial district’s unique characteristics, its cultural traditions, architecture, history and activities to shoppers, investors, potential businesses, property owners and visitors.

The DDA’s Promotions Work Group and associated committees assist with all of the large event happenings in downtown, minus the Apple Festival which we partner to support. The most notable are Alive After Five, Hog Happenin’, Lincolnton Food & Wine Fest, the Christmas Parade, Tree Lighting, Carriage Rides and Santa House. These events bring thousands of visitors from all over North Carolina to downtown Lincolnton every year. The economic impact, although hard to measure, is significant.

- i. Alive After Five
Alive After Five is a summer concert series the last Thursday of the month from May to September. Each concert features a different beach music band and a car cruise-in where any car or bike is currently welcome. The concert and cruise-in are free and open to the public with food and beverages available for purchase.
There are five Alive After Five events each year providing downtown merchants an opportunity to capitalize on a demographic that has disposable incomes and a history of boutique shopping. This is a trendy event that other towns do and brings folks from multiple surrounding counties for the evening.
- ii. Hog Happenin’
Hog Happenin’ is a regional bike fest and [Kansas City Barbeque Society](#) Sanctioned Barbeque Contest that brings motorcycle owners and barbeque teams together in downtown Lincolnton for a spectacular two day event. From street vendors, to live entertainment on multiple stages, Hog Happenin’ has something for everyone.. This BBQ and Bike fest brings in approximately 13,000 people annually and is the only 2 day event Lincolnton.
- iii. Lincolnton Food, Wine & Brew Fest
The Lincolnton Food, Wine & Brew Fest brings a wide selection of the area’s finest wineries and breweries to downtown Lincolnton and gives the community a chance to sample their products. The festival features a plethora of eclectic food trucks to choose from. Along with food the festival allows local and regional artists to display, market and sale their crafts and products.

- iv. Holiday Events

Christmas is a wonderful time of year for the City of Lincolnton and would not be nearly as joyful without the festivities that the Promotions Work Group assists in managing, promoting and organizing.

Lincolnton is beautiful during the holiday season and the primary goal of the Promotions Work Group is to bring holiday shoppers into downtown businesses and to give visitors a reason to return.

The Promotions Work Group helps to organize and promote a community open house for all of the businesses downtown that wish to participate. Several events are collectively promoted and held on the same weekend to draw large crowds for holiday shopping. In 2015, this group helped promote all of the holiday events happening in the downtown area; including, the Lincoln Theatre Guild's production of Fruitcakes, Speak Up For Children's Historic Tour of Homes and the Lincoln Cultural Center's presentation of the Nutcracker.

This Work Group organizes and promotes the annual Christmas Parade and Tree Lighting Ceremony, provides free visits with Santa and Mrs. Claus and arranges for the downtown carriage rides to be offered throughout the holiday season. These festivities are joys for children of all ages and would not happen without the efforts of the Promotions Work Group.

v. Art Crawl

The Art Crawl is a collaborative effort between the Arts Council of Lincoln County, Downtown Development Association of Lincolnton, Lincolnton-Lincoln County Chamber of Commerce, Lincoln Cultural Center, and the Lincoln County Historical Association. The event pairs artists with participating merchants and property owners in downtown, transforming their buildings into miniature art galleries for the night. This fun event includes food, music and art.

vi. Events Impact

The events the DDA manages have tangible and intangible value that is difficult to measure but is important to mention. Each event boosts the City of Lincolnton's brand awareness and thus brings value. Participant satisfaction is a key intangible benefit. Many people would not have an occasion to come to downtown Lincolnton if not for the events and once there, they see all Lincolnton offers. If they enjoy (satisfied with) the event they are very likely to visit again. Events are considered one of the best community development tools for cities.

vii. Small Business Saturday

Small Business Saturday is an initiative sponsored by American Express to promote shopping local, and Lincolnton is listed as a participating Neighborhood Champion on their [website](#). Last year the DDA promoted a selfie contest to bring customers downtown to take photos and share their experience on social media. It was very well received by the community and store owners. A gift card to Fausto's coffee was awarded for the best selfie.

viii. Block Captain Initiative

The block captain initiative assigns each business in downtown with a member of the Promotions Work Group, known as their 'Block Captain.' Block Captains make frequent visits and conversations with downtown businesses and disseminate any communication

about upcoming DDA events, City Notices or road closures notices to the business/property owner. Through these one-on-one visits, the DDA identified a need to increase real communication with the downtown businesses about issues that were important to them and in return provide updated information on local happenings that could affect or benefit the businesses downtown.

The goal is to bridge the gap between DDA, the City and those businesses who may feel isolated as well to improve relations and solve problems. Block Captains ensure information and materials about upcoming events are distributed to all the businesses and that time is also taken to find out what important events the business is planning. That information is then passed along to proper channels. Block Captains also assist with marketing efforts for those business events.

ix. Branding Downtown Lincolnton

In January of 2015 the Promotions Work Group began an effort to update the image of our City and create a brand for downtown Lincolnton. The DDA searched hired a consultant to develop the concepts, logos and branding guide for our community. The DDA surveyed local citizens, downtown businesses and held several brainstorming sessions to develop ideas and concepts for the project. Once community feedback was collected and reviewed different brand concepts and logos emerged.

Our multi-color/multi-image brand approach speaks to the past, present and the future. The concepts are meant to encompass our rich history, represent our current identity and imagine a bright future. There are four main categories in the brand that include 'Everything Local', 'Outdoor & Leisure/Nature', 'Arts/Culture/History' and Events/Entertainment'. Each is represented by a color: light blue, green, gold and orange respectively. The Downtown logo includes a silhouette of the Court House and contains each of the colors mentioned above into its frame to fully incorporate all of the categories with the slogan "Find yourself here."

The logo and brand concept were unveiled at the annual DDA gala in November 2015 and has continued to be implemented. The plan is to continue to expand on the brand and utilize it through Lincolnton to merge the brand with the City. We are thrilled the City has joined forces with the concept and taken the first step to build the brand on their part by printing the new banners for the street light posts downtown.

6. Economic Restructuring

Through economic restructuring, we strengthen our community's existing economic assets while diversifying its economic base. We work to accomplish this by evaluating how to retain and expand successful businesses to provide a balanced commercial mix, sharpening the competitiveness and merchandising skills of business owners, and attracting new businesses that the market can support. We also achieve success through creative reuse of historic properties. Converting unused or underused commercial space into economically productive property helps boost the profitability of the district. The goal is to build a commercial district that responds to the needs of today's consumers while maintaining Lincolnton's historic character.

- i. The DDA's Economic Restructuring Work Group (ER) and associated committees work on and manage several projects; the most noticeable of these is the Venture Fund . The Venture Fund began with the City allocating unspent funds (at the end of the fiscal year) from the BCD budget to the DDA in order for them to create a low interest loan program to offer assistance to individuals bringing business to downtown. This provides an option outside of traditional financing to cover costs and expenses related to rehabbing old downtown buildings with the definite focus on bringing business downtown.

The concept is widely known and used but is typically hosted by government entities or municipal districts. The fund started accruing with monies left over in the line item in the budget set aside for grants such as the façade grant, architectural services grant and rehab grant. The reason these monies were rolled over into this fund is because the mission of both the line item in the City's budget and the venture fund were alike but the City could not afford to add additional monies at the time to create a revolving fund and thus they entrusted the DDA with these funds to find appealing projects to invest. The DDA went several years without loaning or investing this money as the fund needed to grow in order for it to amount to a significant amount to assist with large scale projects.

About six years ago the ER Committee decided to investigate doing a public/private partnership where we would purchase a vacant building (the Lincoln drug building), rehabilitate it and rent it out alongside other interested investors that were also eager to see growth in downtown. The DDA wanted to lead by example; however, local banks would not agree to lend the funds needed along with the Venture Fund balance in order to make the project a reality. It was decided to wait until the fund grew or find another project.

In the meantime, the City decided stopped allowing the monies left over in the line item for grants to be rolled over into the Venture Fund. Undeterred, DDA continued to look for qualified projects and finally found two. In 2014, Farmer-Baker-Sausage Maker, the operating partnership of Harvest Moon Grille (a farm-to-fork restaurant located in downtown Lincoln), was awarded two loans from the Venture Fund totaling \$35,000. In 2015, the Venture Fund found its second recipient, Radwan Yousef, owner of Habibi Frozen Yogurt receiving a total loan for \$30,000.

DDA partnered with both businesses to bridge the gap of traditional and private funding to make it possible for both businesses to establish themselves in downtown Lincoln. Each business pays monthly payments with a low interest rate and a payment that met their budgets. While some interest is charged, it is minimal considering typical funding.

The unique thing about the Venture Fund is the DDA board of director's approves the rules and terms on how these loans are structured because they are not regulated by standard banking rules. In this setting, DDA can tailor the loans to meet the real need of each business. As the money is re-paid, DDA will continue to lend out the monies to other worthy investments and continue to bring in what downtown really needs.

DDA currently has three outstanding loans, two to Harvest Moon Grille and one to Habibi Frozen Yogurt with an outstanding balance of \$60,000. These businesses would not be in downtown if not for the assistance of the DDA.

ii. Saving Downtown Business

There is one more business that would not be in downtown Lincolnton if not for the assistance of the DDA and that is Southern Bakers Boutique. DDA completed a business survey of local downtown businesses and found that the bakery wanted to expand and serve lunch. DDA setup a meeting to discuss their plans for expansion and during the meeting found out they were planning on closing in 30 days. ER Work Group Chair, Mark Ingle, talked to them about letting DDA help and they agreed. They met with the Promotions Work Group and discussed ways to improve their image and better promote their business. The DDA assisted them with completing their health department plans and application for the half kitchen needed for the expansion. DDA assisted with organizing and promoting their grand re-opening They're still open and are considering a facade grant to put up an awning.

iii. New Housing Development Support

The DDA Executive Board and ER Work Group assisted with providing real estate to support a large scale housing development. DDA was gifted the former recreation building and property located on Pine Street in downtown Lincolnton. The building was donated to the DDA from the City after a request was made to market the property to a developer.

The ER Work Group searched for an individual or business who would want to preserve the building and also make something useful out of it that would add value to our downtown. Eventually the property was sold to an individual who wanted to open a restaurant in the location. Unfortunately, the individual moved and did not complete the project.

There was a timeline implemented on the project with the option allowing DDA to purchase the property back. The ER Work Group decided to exercise that option in hopes of saving the now even more run-down building. The ER Work Group decided to determine the feasibility of renovating the property and after countless meetings with historic preservationist and remodeling companies it was finally determined that the building would not be feasible to rehab and it was potentially unsafe.

Local developer, Willie Heafner of Piedmont Properties, is currently working on a housing project which includes the property. After he expressed his need for multiple locations to make the multi-property project work and felt that DDA's Pine Street property would fit into his project. DDA agreed to gift the property to Piedmont Properties to assist with making the project a reality.

D. Organization

Organization establishes consensus and cooperation by building partnerships among the various groups that have a stake in the Central Business District. The Organization Committee provides effective, ongoing management and advocacy for downtown and the neighborhood business district. Through volunteer recruitment and collaboration with partners representing a broad cross section of the community, the program incorporates a

wide range of perspectives into our efforts. A governing board of directors and standing committees make up the fundamental organizational structure of volunteer-driven revitalization programs. Volunteers are coordinated and supported by a paid Main Street program director. This structure not only divides the workload and clearly delineates responsibilities, but also builds consensus and cooperation among the various stakeholders.

F. **Volunteers**

It is difficult to quantify in dollars and cents the impact that DDA has on the City of Lincolnton but it is possible to associate a dollar amount with the volunteer hours that go into the efforts of the DDA. According to DDA records, volunteers have worked over 18,000 hours on various projects. The website [Independent Sector](#) tracks the National Value of Volunteer Time. According to their website, “The estimate helps acknowledge the millions of individuals who dedicate their time, talents, and energy to making a difference. Charitable organizations can use this estimate to quantify the enormous value volunteers provide.” Using current and historical estimates, DDA volunteer hour’s value roughly adds up to a little over \$392,000.00 from 2009 to 2015. The volunteer program annually provides an estimated \$56,000.00 in volunteer hours a year.

MAIN STREET AMERICA

5. **MAIN STREET PROGRAM BACKGROUND**

Established in 1980 as a program of the National Trust for Historic Preservation, the National Main Street Center, Inc. works with a nationwide network of coordinating programs and local communities to encourage preservation-based community revitalization, and has equipped more than 2,000 older commercial districts with the skills, and organizing framework they need for renewal during its 35-year history. An exciting new chapter for the organization began on July 1, 2013, when the National Main Street Center launched as an independent subsidiary of the National Trust. This transition enables Main Street to build on its three-decade record of success, with new leadership and new resources that will help communities respond to evolving needs and opportunities in the commercial district revitalization field.

In 2015, the Center launched a new program brand for the network of Main Street programs—Main Street America™—to reinvigorate our collective look, feel, and strategy to position Main Street as a leader locally, regionally, and nationally.

As a non-profit organization, the National Main Street Center provides information, offers technical assistance, holds conferences and workshops, and conducts research and advocacy on critical revitalization issues. The proven Main Street Four-Point Approach® provides a framework for communities to organize themselves for success, improve the design of their neighborhoods, promote their district, and enhance the economic base of a community.

Cumulatively, commercial districts taking part in the Main Street program have spurred the rehabilitation of more than 246,000 buildings, and generated \$59.6 billion in new investment,

with a net gain of more than 502,728 new jobs, and over 115,000 new businesses. Every dollar a community uses to support its local Main Street program leverages an average of \$18 in new investment, making Main Street one of the most successful economic development strategies in America. These community benefits would not be possible without the training, education, and leadership of the National Main Street Center.

Main Street offers a revitalization framework appropriate for communities of all types—including commercial districts in urban neighborhoods, rural towns, and smaller and mid-sized cities. Local Main Street programs can be established either as freestanding organizations or as part of an existing entity, such as a community development corporation or economic development organization. Working in conjunction with a state, city or county-wide Main Street Coordinating Program, or directly with the National Main Street Center, local Main Street programs plan and implement projects that create more vibrant and healthy commercial districts.

The National Main Street Center is based in Chicago, Illinois, with an office in Washington, DC, and field staff located throughout the country.

6. MAIN STREET PROGRAM PROBLEMS

DDA acknowledges that the Main Street Program has, on its surface, not yielded the return on investment that the City of Lincolnnton expected. DDA believes that the true value of the program is under the surface but there are several reasons why the Main Street Program has not delivered expectations.

A. Expectations

The first reason is lack of identified expectations. The Main Street Program is a City program that the DDA supports. The City of Lincolnnton is responsible for setting proper expectations and goals to accomplish. There is, of course, the Four Point Approach provided by the program as guidance but there are and never have been clearly defined expectations, goals or metrics set by the previous City officials responsible for the direction of the position.

B. Leadership

The second reason is lack of leadership. This is clearly intertwined with the first reason as it is difficult to lead when you don't know where you are going. The previous two Main Street Managers, hired by the City of Lincolnnton, time was divided by Main Street Program responsibilities and city responsibilities. Their job descriptions and responsibilities grew vague over time as the position grew and changed.

The current council also recognized early in their term that the City Manager, who was responsible for managing this position, was not suited for his. Most are unified in their agreement with this choice and it needs to be recognized that if the previous city manager was dismissed one can come to the logical conclusion that he was not providing the support or direction that the Main Street Manager would have needed to be successful. It's our contention that a focused effort has not been made to fully utilize both the tools,

resources and funding provided by the Main Street program due to the lack of direction and oversight provided.

iii. Tier Three

A third reason is that the City of Lincoln is in a Tier 3 county due to its geographical and socio-economic make up. It is not necessarily more difficult for cities inside Tier 3 counties to receive funding from the program. The issue is twofold, first there just more Tier 1 & 2 counties with more cities located inside. Second, Tier 1 counties are considered small and impoverished and thus get a larger piece of the funding, which is to be expected. That does not mean that Tier 3 counties do not get funding. \$75,000,00 has been allocated to cities inside Tier 3 counties in last 3 years. As mentioned above, it only requires a focused effort to obtain funds from the program.

iv. Marketing

A fourth reason is the program has not been properly marketed. A quick search of the City of Lincoln's website yields no pages showing that Lincoln has reached this accreditation. The Main Street Accreditation is a City of Lincoln accreditation which begs the question "Why would it not be displayed prominently on the City of Lincoln Website? The City of Belmont's (which is prospering) [website](#) dedicates 5 pages to their Main Street Program.

v. Volunteers

The last reason is one that is both a strength and a weakness and is familiar to all non-profits. The majority of the work provided to the DDA is provided by volunteers. The projects that the DDA manages take significant time to manage and complete and volunteers give of their personal time to accomplish these projects. It is very difficult to coordinate and manage volunteers. A paid manager is required for any non-profit to manage its volunteer resources.

Each individual volunteer has their own life priorities that do and should take precedence over that of the DDA. Their willingness to give and the rich diversity of our volunteers is also what makes the DDA such a wonderful organization.

It is DDA's assertion that the Main Street Program is a great program and has intrinsic value that has brought business to downtown Lincoln. The program needs a qualified manager with clearly defined expectations and a focused and heavily marketed effort to meet those expectations with the support of the City whom the organization is dedicated.

VI. FUNDING THE MAIN STREET MANAGER

As mentioned, the DDA currently does not have the funds available to support a full time Main Street Manager position. We do not feel this is somehow an inadequacy of our organization. Enough time and notice to adjust to the recent changes and city reorganization was not provided.

The DDA works diligently for the betterment of Downtown Lincoln as its only focus and it's believed that the city should support the DDA as a partner in downtown betterment. The DDA

Forget for a moment the positive impact, let's consider the negative impact that it would have on Lincolnton. Losing the accreditation would demoralize all those that participated in getting the accreditation. If the Main Street Manager position is not funded then all of that time and effort will have been in vain. It would be another undesirable smear on a City that is already trouble by negative press and even more social media negativity. It would discourage growth and would be a negative mark on our City's history.

STRATEGIES FOR FUTURE SUCCESS

10 STRATEGIES

DDA recognizes that it is has reached a pivotal moment for our organization understands that change is required for our organization to operate more efficiently and profitably. The following are some strategies DDA plans to use to help our organization run more proficiently.

A. Alignment with City of Lincolnton Strategic Plan

The most important strategy for future success of the DDA is to align our goals with the City that we support. The City of Lincolnton is in the process of developing a strategic plan for its future and the DDA will align its goals and objects with that plan to help ensure it's both our success and that of the city as we see they are mutually inclusive. The DDA plans to play a role in the newly formed City Steering Committee. The hope is that the steering committee will work with all of the separate organizations involved to coordinate the individual committees and associated groups to further strengthen and support the City of Lincolnton in developing and accomplishing their strategic plan.

B. Financial Accountability

We will continue to be the best stewards of funds collected and allocated to the DDA and continue to foster a financially sound business built on proper reporting, new policies, procedures and guidelines previously mentioned. This is not to say that the DDA is financial irresponsible. We were not and our books show this. We only want to strive for greatness in all aspects of our business and as everyone knows businesses run on revenue.

C. Marketing and public relations

The DDA is viewed negatively by some for a multitude of reasons most of which are groundless or are rooted in opinion not fact. Most people do not even know what the DDA is supposed to do more or less what it actually does. Regardless, the DDA recognizes that we need to do a much better job marketing our organization and getting the word out about our positive impact on the City.

D. Interns

The DDA plans to make use of interns to help to grow our business. The interns will be used on specific project they are dedicated to complete. Interns are great, low cost, high energy employees that come with fresh ideas and innovations.

I. Event Plans & Guidelines

The Lincoln Wine Festival was profitable this year thanks to the efforts of Event Organizer, Anita McCall and all of the volunteers that assisted with this year’s effort. Proper planning assists in making an event profitable. Anita not only planned this year’s event but also passed on that knowledge and plan to this year’s leader Erika Thompson. The point is that this type of planning and knowledge transfer needs to go into every event. There are no guarantees but, barring bad weather or economic calamities, the next event will almost assuredly be profitable. Erika will not be forced to reinvent the wheel for the event. She will be able to spend her time improving on the event. This also prevents the “hit by a bus” scenario. The DDA plans on requiring this level of planning and knowledge transfer on all of its events. We are also putting in guidelines where a full board vote is required to approve a nominee for a leadership role on any large event or project.

II. Policies and Procedures Manual (P&P Manual)

The DDA Board is in the process of reviewing and developing a new policies and procedures manual to govern our organization, our groups, our events and our projects. The current systems in place are too lax. A P&P manual is designed to equip both employees, board members and volunteers with a means to ensure compliance with all relevant rules and regulations. The P&P manual will be regarded as a living document of policies and procedures that form the foundation of our service delivery program. The policies and procedures manual will help those groups, volunteers and board members better understand their roles and provide guidelines to support them in their DDA endeavors. Again, with proper systems in place there are fewer steps to accomplish goals which will make the DDA more efficient.

III. Board Training & Volunteer Orientation

The DDA added new members recently and in the past and those past and present feel that they could have accomplished more sooner with more knowledge and understanding of the DDA. We plan on implementing a new Board Training and Volunteer Orientation program that will provide those involved with the knowledge and guidance they need to participate effectively.

IV. Data Repository / Official Comment and

As with all organizations, effective communication is a cornerstone of doing business. The DDA plans to review how we can make better use of our new DDA WordPress Website Content Management System (CMS) to store, track and organize data as well as a tool for effective communication between not only our groups but also those outside our organization such as those involved in the steering committee. The wonderful thing about our current CMS is that WordPress is an online, open source website creation tool written in PHP. But in non-geek speak, it’s probably the easiest and most powerful blogging and website CMS in existence today. The best part is that many of the powerful tools available are 100% free to non-profits.

V. Volunteer & Donorship and Get Board Ideas

Most non-profits require their board to meet a minimum amount volunteer hours to participate on the board. The DDA is aware of the need to hold those sworn to participate on the board accountable for their title and role with the organization. The DDA is not going to be used a notch on a resume without the acknowledgment being earned.

I Leadership

This section was included last not because of its ranking of importance but to leave its mark in your memory. This report has mentioned that lack of leadership has directly lead to some of the problems we are facing today. The fact of the matter is that the DDA, nor any non-profit cannot run effectively or efficiently without a paid position at its helm. A paid position is imperative to the DDA's survival. Any non-profit, if asked, will tell you that an organization cannot be 100% volunteer driven. The DDA will find a dedicated and thoughtful person to fill the Director position. That position will take over as the main street manager but that will only be a portion of their duties.

SUMMARY

II IN SUMMATION

There are times when every individual, business, municipality, city, state or country has to make hard financial decisions concerning expenditures. During those times it's up to each entity to weigh the costs associated with individual programs with the value they bring. It can be a difficult endeavor as some benefits are often intangible and not easily measured. It is at these times that you have to look closely at each program as a sum of all its parts. That is what we are asking today.

The DDA needs the assistance of the City of Lincolnton to assist us in getting over a momentary obstacle. The DDA's future is uncertain if the City of Lincolnton decides not to assist the DDA with funding.

Please take a moment to contemplate the City of Lincolnton without a DDA:

- The City would lose \$56,000.00 in volunteer hours a year.
- The City would lose the Main Street accreditation.
- All of the major events that the DDA manages and supports would be in peril.
- Alive After Five would not continue as it's supported by the major events.
- It would leave all of the responsibilities that the DDA currently manages up to the City or other organizations.
- More negative press associated with the outcome.

The DDA is the City's namesake organization. It does not and has never worked for its own ends or strived to be independent because our main goal is and has always been a prosperous Lincolnton. It grew with the City and our histories are interwoven.

It is our hope that this report has shown you that the DDA is not only valuable but indispensable for the City of Lincolnton.

APPENDIX

1. Before and After Photos

Before (Court Street Grille)



After



Before



After



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would like the City of Lincolnton to reconsider the funding of the Main Street Manager Program. We have shown in this report that the City and the DDA are intimately intertwined with each other and thus Main Street Manager position.

A. Funding Considerations

The DDA would like the City of Lincolnton to consider the following funding considerations and options for the Main Street Manager position presented below:

i. Salary & Expenses

After reviewing the salaries and expenses associated with other similar Main Street cities we believe the costs associated with funding the position will be approximately a \$45,000.00 salary with \$15,000.00 for other expenses such as office space.

In regard to the positions salary & expenses the DDA proposes the following 5 year funding approach.

- Year 1 - City & County Fund 90% (\$54,000) & DDA funds 10% (\$6,000)
- Year 2 - City & County Fund 80% (\$48,000) & DDA funds 20% (\$12,000)
- Year 3 - City & County Fund 70% (\$42,000) & DDA Funds 30% (\$18,000)
- Year 4 - City & County Fund 60% (\$36,000) & DDA Funds 40% (\$24,000)
- Year 5 - City & County Fund 50% (\$30,00) & DDA Funds 50% (\$30,000)

ii. Dollars & Cents

The DDA requests any dollars associated with the DDA to be given directly to the DDA and not directed through 3rd parties. This would include the funds associated with the Event Manager position currently housed at the Chamber of Commerce and the funds allocated to the DDA from the County. This would allow the DDA to utilize funds in a manner best suited to the needs of our organization.

iii. Event Agreements

The DDA needs a written agreement approved by City Council to approve all currently established DDA events (Alive After Five, Hog Happenin', Wine Fest, etc.) for 5 years.

iv. Hiring & Firing

The DDA will needs full autonomy on hiring and firing DDA positions. This allows the DDA to fully manage our personnel.

These requests are not any different from the requests made by the Chamber of Commerce or LEDA. We don't want to be treated any different than any other organization in Lincolnton.

The DDA will happily comply with any requests or reporting the City needs that are associated with receiving these dollars as do LEDA and the Chamber.

8. FUNDING THE DDA

As mentioned DDA currently meets the financial requirements needed to support the Main Street Manager position but that does not mean we are insolvent. Contrary to that we are

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SCHEDULE III: PARKING LIMITED TO TWO HOURS, EXCEPT SUNDAY AND PUBLIC HOLIDAYS.

Except as otherwise permitted in [Chapter 75, Schedule IV](#), parking is limited to two hours on the following streets or portions of streets.

Academy Street
Aspen Street
Cedar Street
Court Square
Main Street
Poplar Street
Sherrill Avenue, the west side, from Alexander Street to Hoke Street
South Poplar Street, the west side, from East Main Street to East Water Street
Sycamore Street
Water Street
West Main Street (both north and south sides), from the Court Square to Government Street
West Water Street, the south side, from South Government Street to Court Square

(Prior Code, § 13-32) (Ord. O-07-04, passed 12-9-2004) Penalty, see § [70.99](#)

 SCHEDULE IV: PARKING AT COURT SQUARE.

<i>Location</i>	<i>Prohibition</i>
Court Square, the entire area surrounding the courthouse, beginning at the intersection of East Main Street and Court Square and continuing around the Court Square to the intersection of Court Square and West Main Street and then continuing around the Court Square from West Main Street to East Main Street	All parking, except in those designated 24-hour parking spaces limited to ten and 15 minutes shall be prohibited between the hours of 11:00 p.m. and 5:00 a.m.
East Main Street, one block north, on Academy Street, both sides of the street	All parking, except in those designated 24-hour parking spaces limited to ten and 15 minutes shall be prohibited between the hours of 11:00 p.m. and 5:00 a.m.
East Main Street, one block north, on Cedar Street, both sides of the street	All parking, except in those designated 24-hour parking spaces limited to ten and 15 minutes shall be prohibited between the hours of 11:00 p.m. and 5:00 a.m.
	All parking, except in those designated 24-hour

(A) Upon application to the Chief of Police, parking shall be allowed on those streets where it is prohibited during specified hours where certain conditions are met. Application may be made to the Chief of Police in writing by a responsible official of an organization conducting a meeting in the Central Business District at least 24 hours prior to the time the meeting is scheduled to be conducted. Approval by the Chief of Police of the application shall suspend enforcement of the no parking provision for that period in question.

(B) The Chief of Police shall have the authority to issue parking permits upon proper written application.

(Prior Code, § 13-34) (Ord. passed 2-11-1988; Ord. O-28-93, passed 11-4-1993; Ord. O-06-05, passed 9-1-2005; Ord. O-07-04, passed 12-9-2004) Penalty, see [§70.99](#)

 SCHEDULE V: HANDICAPPED PARKING.

CITY OF LINCOLNTON POLICE DEPARTMENT

RODNEY JORDAN • CHIEF OF POLICE



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

TO: Steve Zickefoose, City Manager
FROM: Chief R. Jordan *RL*
SUBJECT: Uptown Parking Survey
DATE: August 23, 2016

Please find attached a summary of the parking survey study conducted in the two hour district. Abby Cole assisted me with emailing the survey to most businesses. The ones who did not have email, Officer Kameron Keener delivered hard copies. One Hundred and five surveys total were delivered to businesses with only nineteen (19) surveys completed and returned for a participation rate of only 18%. The deadline was extended twice and the email sent several times to try to elicit a larger response. A couple of the business owners tried to help as well by delivering hard copies and attempting to get more participation.

Of the nineteen that did reply, nine (9) voted to keep the parking as is. Five (5) voted to change to a three hour limitation. Three (3) voted to do away with the parking enforcement all together and the final two had alternative solutions. Neither of the two alternative suggestions is feasible to do.

I would like to address Council with the findings of the study and open the floor to discussions in regards to how to proceed forward.

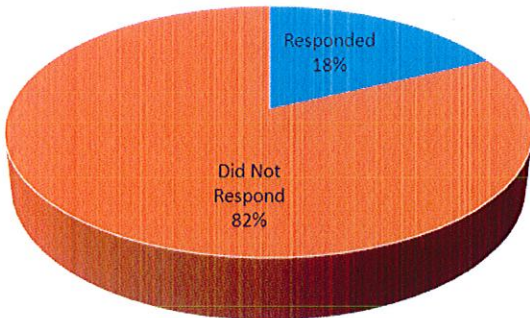
Cc: Donna Flower
City Council

2016 Uptown Parking Results

Number of Surveys Delivered	105
Surveys Completed	19

**Participation percentage: 18%*

Business Survey Responses



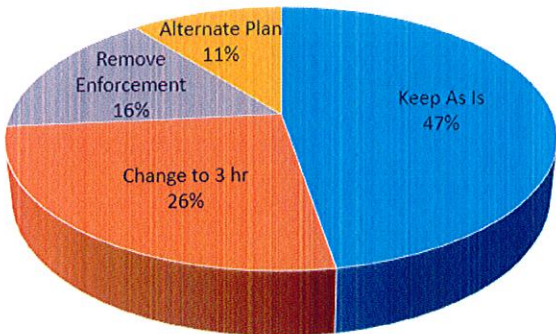
Survey Responses	
Keep As Is	9
Change to 3 Hour Parking	5
Remove Parking Enforcement	3
Alternate Solutions	2

Proposed alternate solutions:

**Angle parking on Water and Sycamore, resulting in a single lane of traffic*

**Focus parking enforcement on business owners and county employees parking in 2 hour parking zones*

Parking Survey Responses



Traffic Schedules

SCHEDULE VII: SPEED LIMITS ON CITY MAINTAINED STREETS.

<i>Description</i>	<i>Speed Limit</i>
Doris Court	15 mph
Julia Drive	15 mph
Melinda Drive	15 mph
Old Tram Way	15 mph
Carter Street	20 mph
Circle Drive	20 mph
Danbrook Circle	20 mph
McGinnis Avenue	20 mph
South Cedar Street from Congress Street to Carter Street	20 mph
Turner Street	20 mph
Williams Street	20 mph
Bonview Avenue from North Aspen Street to Grove Street	25 mph
Congress Street from South Grove Street to South Laurel Street	25 mph
Deaton Avenue	25 mph
Hunter Oaks Lane	25 mph
Huntington Hills Drive	25 mph
Jonas Drive	25 mph
Lynwood Drive from North Grove Street to Battleground Road	25 mph
Madison Street from Childs Street to South Grove Street	25 mph
Mauney Drive	25 mph
Mockingbird Lane	25 mph
North Cedar Street	25 mph
North Flint Street from East Main Street north to the city limits	25 mph
North Laurel Street	25 mph
North Oak Street	25 mph
Old Farm Road	25 mph

Lincolnton - Traffic Code

<i>Description</i>	<i>Speed Limit</i>
Pine Street from North Flint Street to Abernathy Street	25 mph
Pine Street from North Grove Street to North Flint Street	25 mph
Quail Trail (from Robin Road to Mockingbird Lane)	25 mph
Skip Lawing Drive from Battleground Road to North Aspen Street	25 mph
South Poplar from East Main Street to Buff Street	25 mph
State Street from the intersection with Sumner Street, north to its dead end	25 mph
Sycamore Street from North Grove Street to west side of Court Square and from east side of Court Square to North Flint Street	25 mph
Water Street from South Grove Street to west side of Court Square from the east side of Court Square to South Flint Street	25 mph
NC 27/150, from SR 1286 (Newbold Street), eastward to SR 1287 (Prison Camp Road) (G.E. Massey Elementary School zone in effect from 30 minutes before to 30 minutes after school begins and ends on school days only	45 mph
NC 27/150, from US 321B/NC 150, eastward to NC 150	45 mph
SR 1405 from a point 9.55 mile south of SR 1265, northward to US 321	45 mph

(Prior Code, §§ 13-43, 13-45, 13-53) (Ord. passed 3-7-1985; Ord. O-05-86, passed 12-11-1986; Ord. O-06-91, passed 1-10-1991; Ord. O-11-91, passed 12-12-1991; Ord. O-12-92, passed --; Ord. O-19-92, passed --; Ord. O-22-93, passed 6-3-1993; Ord. O-54-97, passed 8-14-1997; Ord. O-58-97, passed 11-6-1997; Ord. O-59-98, passed 3-5-1998; Ord. O-61-98, passed 6-4-1998; Ord. O-01-00, passed 3-2-2000; Ord. O-05-04, passed 6-3-2004; Ord. O-06-04, passed 10-7-2004; Ord. O-05-06, passed 12-14-2006; Ord. O-04-06, passed 9-7-2006; Ord. O-01-08, passed 3-6-2008; Ord. O-01-13, passed 5-2-2013; Ord. O-01-14, passed 2-6-2014; Ord. passed 10-1-2015) Penalty, see § 70.99

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NO BACKUP
FOR THIS
ITEM
(DISCUSSION ITEM)

ITEM #

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TO: Steve Zickefoose, Interim Manager
FROM: Steve Peeler, Dir. Public Works & Utilities
DATE: August 10, 2016
Subject: Purchase of Property

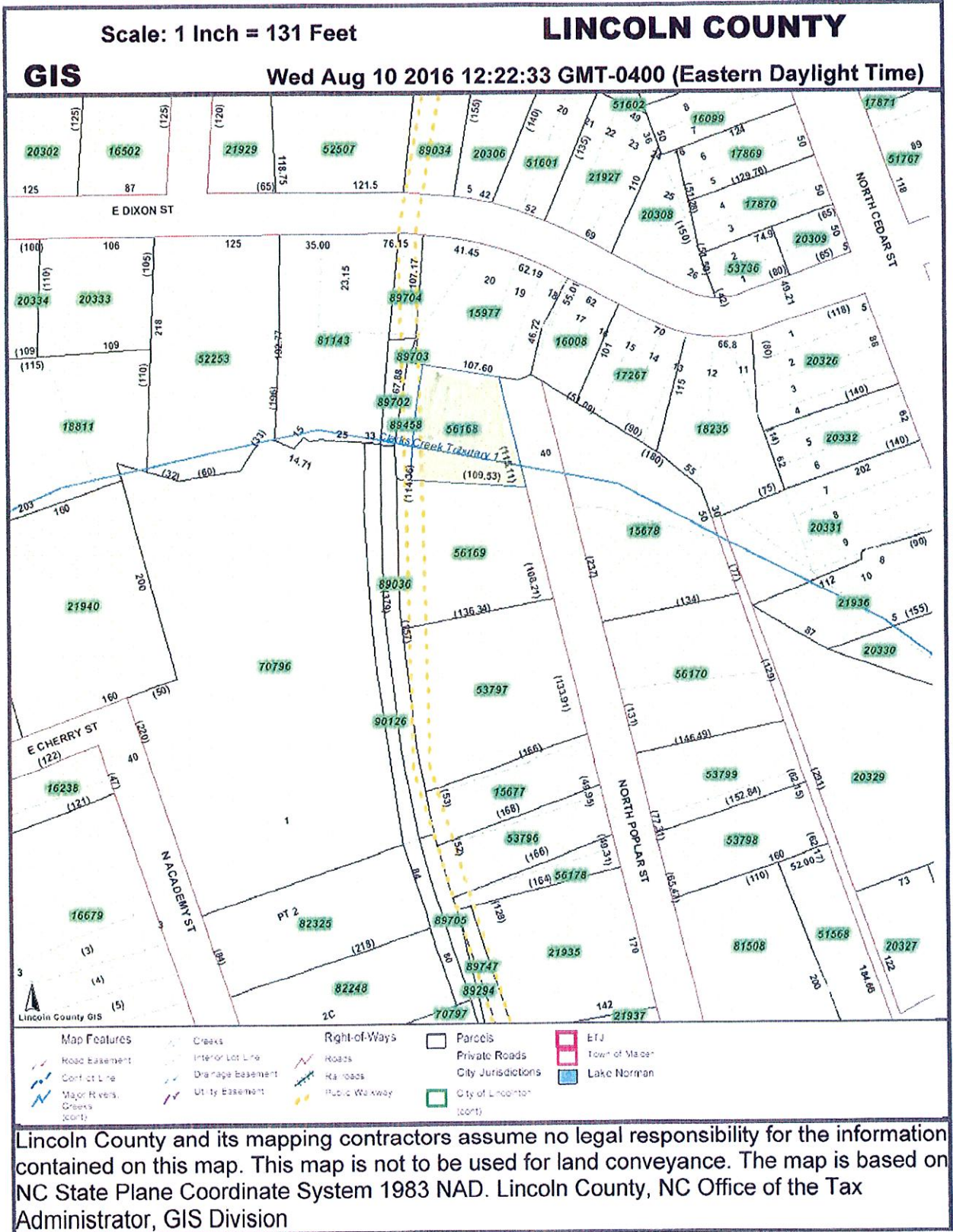
A handwritten signature in blue ink, appearing to be 'S. Peeler', written over a horizontal line.

To facilitate repairs to the culvert under the Rail Train between the end of North Poplar Street and Dixon Street we will need to acquire additional property rights on both the inlet and discharge sides of the culvert. Easements and/or Fee Simple Ownership in these areas are not sufficient to allow for equipment to access the culvert.

Clyde Garver owns a vacant lot at the end of North Poplar Street that spans the creek that passes through the inlet side of the culvert that is in need of repair. I have spoken with Mr. Garver and his wife and they are willing to sell the Parcel for Tax Value of \$4,320. The purchase of this parcel would not only allow access to the inlet side of the culvert and the Rail Trail itself, but would also provide us with a "Lay Down Yard" that could be used for material and equipment storage while work was being done. It could also serve a similar purpose for future Trail activity.

I would recommend that we request City Council to authorize us to purchase Mr. Garver's property (Parcel ID # 56168) for the Tax Value.

attachments



Lincoln County Property Record Card

Parcel 56168

Appraisal Year 2016

Pin 3623-86-2636

Physical Location

NORTH POPLAR ST

Map 3623-12

Owner			
Owner	GARVER JAMES C	Deed	2233-535
	GARVER ETHEL L	Deed Year	2011
Mailing	1488 W NC 27 HWY	Deed Acres	0
Address	LINCOLNTON NC 28092-9755	Map Acres	0.232
Account	0124957		
Fire District	CITY OF LINCOLNTON	Land Market Value	\$4,320
Township	LINCOLNTON	Improvement Market Value	\$0
Neighborhood	0323N	Total Market Value	\$4,320
Description	627 N POPLAR STREET		
Category	REAL		

Sales History

Deed	Sale Date	Type	Qualify	Sale Price	Stamps	Deed Name
2233-0535	2/2/2011	WD	NO	\$5,000	\$0	GARVER JAMES C & ETHEL L GARVER
749-193	9/6/1990	SPL	NO	\$0	\$0	NEWTON GREGORY DALE
749-0193		CVT	NO	\$0	\$0	NEWTON GREGORY DALE

Land Segments

Land Segment	Zone Code	Land Type	Land Code	Quantity
1	R-8	LT	R	1
		Total Acres		0.232

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Executive Summary**July 2016 Year-To-Date**

Comparative for Budgetary Purposes - Prior to Closing 2016 Fiscal Year

General Fund		<u>16-17</u>	<u>% of Budget</u>	<u>15-16</u>	<u>Difference</u>
Fund 10	Revenues	393,976.01	3.59%	387,764.22	6,211.79
	Personal Services	661,969.57		777,202.72	(115,233.15)
	Supplies & Materials	14,439.22		4,403.69	10,035.53
	Current Obligations	29,817.17		27,588.84	2,228.33
	Fixed Charges	39,520.73		33,023.23	6,497.50
	Capital Outlay	4,599.01		330.70	4,268.31
	Contracts/Grants	91,330.38		22,820.43	68,509.95
	Debt Service	25,037.32		2,487.32	22,550.00
	Expenses	<u>866,713.40</u>	13.17%	<u>867,856.93</u>	<u>(1,143.53)</u>
	Difference	(472,737.39)		(480,092.71)	7,355.32

Water & Sewer Fund		<u>16-17</u>	<u>% of Budget</u>	<u>15-16</u>	<u>Difference</u>
Fund 61	Revenues	744,411.35	9.13%	737,958.88	6,452.47
	Personal Services	185,975.24		185,443.53	531.71
	Supplies & Materials	22,628.30		5,235.85	17,392.45
	Current Obligations	12,850.98		6,089.72	6,761.26
	Fixed Charges	3,530.75		20,736.74	(17,205.99)
	Capital Outlay	254.53		5,675.00	(5,420.47)
	Contracts/Grants	84,965.63		83,215.58	1,750.05
	Inv.,Interfund	31,591.33		31,591.33	-
	Expenses	<u>341,796.76</u>	16.85%	<u>337,987.75</u>	<u>3,809.01</u>
	Difference	402,614.59		399,971.13	2,643.46

Electric Fund		<u>16-17</u>	<u>% of Budget</u>	<u>15-16</u>	<u>Difference</u>
Fund 63	Revenues	547,433.98	7.01%	582,984.55	(35,550.57)
	Personal Services	40,381.37		47,286.03	(6,904.66)
	Supplies & Materials	1,067.88		590.60	477.28
	Current Obligations	7,728.09		16,518.75	(8,790.66)
	Fixed Charges	540.18		4,326.07	(3,785.89)
	Capital Outlay	-		-	-
	Contracts/Grants	-		-	-
	Inv.,Interfund	2,164.58		2,164.58	-
	Expenses	<u>51,882.10</u>	1.88%	<u>70,886.03</u>	<u>(19,003.93)</u>
	Difference	495,551.88		512,098.52	(16,546.64)

Overtime	80+ hours	22,248.00	25,970.00	(3,722.00)
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