

A G E N D A

LINCOLNTON CITY COUNCIL

September 7, 2017

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 7, 2017

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 3, 2017 – Regular Meeting

4. Calls to Public Hearing for October 5th meeting:

None as of the time the Agenda was drafted

**5. State Health Plan Employee Contributions – internal changes
creating a pay code for insurance stipend**

**6. Approval of payment of \$ 400 bonus to all full time City Employees, as
included in the 2017-18 fiscal year budget**

REGULAR AGENDA

PRESENTATIONS

**7. Presentation of Proclamation recognizing Constitution Week –
September 17 through 23, 2017 to members of Daughters of the
American Revolution – Lincolnton Chapter**

Mayor Hatley

**8. Presentation from Apple Festival Board Chair – New exhibit that will
highlight local industry during Apple Festival**

**Carole Howell, Director
Lincoln County Apple Festival**

RECOGNITION

9. Introduction of the newly appointed Superintendent for Lincoln County School System – Dr. Lory Morrow

Mayor Hatley

PUBLIC HEARINGS

10. ZMA-2-2017 – Application from Floyd Dean requesting the rezoning of approximately one acre of land from residential-25 (R-25) to Planned Business (PB) District. The subject property is located west side of West NC 150 Highway approximately 500 feet south of the intersection of West NC 150 Highway and West NC 27 Highway (Parcel ID 21438)

Laura Elam, Planning Director

11. Public Hearing to receive input on renaming of a portion of Abernathy Street to Martin Luther King, Jr. Drive as recommended by the Lincolnton Parking Committee

Mayor Hatley

CONTRACT
(C-15-17)

12. Consideration of contract between the City and TGS Engineers for The Highway 27 Sidewalk Connector - \$ 52,973.46

Laura Elam,
Planning Director

CONTRACTS

(C-16-17)

- 13. Consideration of contract between the Lincolnton Police Department and Spillman/Motorola for Records Management for a two year period**

Rodney Jordan, Police Chief

(C-17-17)

- 14. Consideration of contract between the City and Lincoln County for the purchase of 43(+) acres of land for development at the Lincolnton-Lincoln County Airport**

Steve Zickefoose, City Manager

(C-18-17)

- 15. Consideration of contract between the City, Lincoln County and the Lincolnton-Lincoln County Airport Authority for funding and operations**

Steve Zickefoose, City Manager

APPOINTMENT

(APPT-03-17)

- 16. Consideration of the 22 nominees from the four area high schools and the Lincoln Charter School for the Lincolnton Student Advisory Council**

Donna Flowers, City Clerk

AGENDA
SEPTEMBER 7, 2017
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OTHER BUSINESS

17. Consideration of application for the Revolving Loan Fund (RLF) for building renovations for new butcher shop and deli at 114 East Main Street

Laura Elam, Planning Director

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 3, 2017

The Mayor and City Council met in regular session on Thursday, August 29, 2017 at 7:00 p.m. in the Council Chambers of City Hall located at 114 West Sycamore Street, Lincolnton NC.

The following Council members were in attendance:

SMITH BLACK EADDY JETTON

Mayor Hatley called the meeting to order and led the Pledge of Allegiance.

Councilman Eaddy made the motion unanimously approved to adopt the REGULAR AGENDA.

Councilman Jetton made the motion unanimously approved to adopt the items under CONSENT AGENDA as follows:

- Approved of Minutes of the June 29th 2017 – Regular Meeting
- Approved Calls to Public Hearing for the September 7th meeting:
 - CUP-5-2017- Application from Roberta Borden Wilson requesting a conditional use permit to operate an indoor/outdoor venue (weddings, rehearsal dinners, dinner parties, graduation parties, birthday parties, retirement parties, bridal showers, baby showers, luncheons and similar uses) in the Residential-15 (R-15) District. The subject property is located at 1200 General Hoke Drive (Parcel ID 15867).
 - ZMA-2-2017 – Application from Floyd Dean requesting the rezoning of approximately one acre of land from Residential-25 (R-25) to Planned Business (PB) District. The subject property is located west side of West NC 150 Highway approximately 500 feet south of the intersection of West NC 150 Highway and West NC 27 Highway (Parcel ID 21438)
- Approved Request from the Lincolnton Fire Department to dispose of records in accordance with NC Dept of Cultural Resources – Records Retention Policy (additional items since June 1st City Council Meeting)

REGULAR MEETING - AUGUST 3, 2017

REGULAR AGENDA

PRESENTATION TO MR. WESLEY “DALE” PUNCH FOR HIS SERVICE OF TWENTY + YEARS ASSISTING IN VARIOUS CAPACITIES WITH THE LINCOLNTON-LINCOLN COUNTY JULY 4TH CELEBRATION:

Mayor Ed Hatley presented Dale Punch with a plaque in honor of his twenty plus years on the City of Lincolnton July 4th Committee. Mr. Punch has served in various capacities, serving as Parade Chair, Grand Marshal and many other roles throughout his time.

Mr. Punch was very humbled by the presentation and thanked the Mayor and City Council for honoring him.

PRESENTATION TO LFD FIREFIGHTER ISAIAH HERNDON BY THE LINCOLNTON FIRE DEPARTMENT FOR HEROIC ACTIONS ON JUNE 10, 2017 THAT RESULTED IN SAVING BOTH A LIFE AND A HOME, WHILE ASSISTING ANOTHER DEPARTMENT WHILE OFF DUTY FROM OUR FIRE DEPARTMENT:

Ryan Heavner, Lincolnton Fire Chief, presented Mr. Isaiah Herndon – Lincolnton Fire Fighter – a plaque recognizing his heroic efforts on June 10, 2017. Chief Heavner said:

“As dedicated servants to the public it is often difficult to distinguish between day to day service and above and beyond the call of duty. I feel this is due to our many members who possess an amazing work ethic and tend to always put others before themselves.

One such example of this was exemplified on the afternoon of June 10th by Isaiah Herndon, a Lincolnton Firefighter, who was driving to a family member’s home with his girlfriend. Isaiah heard a fire alarm dispatched to South Fork Fire Department just seconds away from his location and decided to assist. “I told my girlfriend there is a fire alarm on the road we are about to turn on and I’m going to stop and make sure everything is ok” and he did just that. As soon as he arrived he noticed light smoke coming from the roof, he immediately proceeded to the front door where he knocked and announced, “Fire Department.” Seconds later a lady answered the door stating she didn’t know why the fire alarm was sounding. Isaiah could see and smell smoke inside the home and knew he had to act quickly if he was going to make a difference. Firefighter Herndon assisted the lady outside to a shady spot while he further

REGULAR MEETING - AUGUST 3, 2017

investigated. After donning his PPE, he went inside the home, staying low and out of the smoke; he located the origin of the fire and extinguished most of it with his gloved hands. As the smoke continued to intensify he knew he had to exit where he found other firefighters arriving to the scene. Isaiah could hear sirens approaching as he briefed other members of his actions.”

Mayor and Council concluded thanking Fire Fighter Herndon for his actions on June 10th, and for his service to the citizens of Lincoln.

APPLICATION FROM BOB COLVARD REQUESTING RENEWAL OF A CONDITIONAL USE PERMIT ISSUED IN 2015 TO CONSTRUCT MINI WAREHOUSE UNITS IN THE NB DISTRICT. THE SUBJECT PROPERTY IS LOCATED AT THE NORTHWEST CORNER OF WEST NC HIGHWAY 150 AND HILLTOP ROAD. THE ADDRESS OF THE PROPERTY IS 944 WEST NC HIGHWAY 150 (PARCEL ID 22706):

CUP-4-2017

Mayor Hatley opened the Public Hearing. Laura Elam, Planning Director, reviewed the above said request from Bob Colvard.

Laura stated that in 2010 City Council issued a CUP to Bob Colvard to construct a mini warehouse storage unit at 944 West NC 150. City Council then extended the permit for 24 months in 2013 and 2015. The permit expired in June of this year. Mr. Colvard is asking for an additional 24 month extension. The UDO states that the applicant has 24 months from the approval of the CUP to secure the building permit and if they don't get approval they have to go through a public hearing. Laura concluded recommending approval of extending the CUP for two years.

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

Councilman Black made the motion unanimously approved to renew the conditional use permit.

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CONSIDERATION OF AMENDING THE CITY'S CODE OF ORDINANCES IN ACCORDANCE WITH SENATE BILL 155 ENTITLED "AN ACT TO MAKE VARIOUS CHANGES TO THE ALCOHOLIC BEVERAGE CONTROL COMMISSION LAWS, WHICH ALLOW ALCOHOL SALES BEGINNING AT 10:00 AM ON SUNDAYS" – ADDING THIS LANGUAGE, AS APPROVED BY THE SENATE, UNDER BUSINESS REGULATIONS – TITLE XI – CHAPTER 116:

(O-13-17)

Mayor Hatley opened the Public Hearing. The Mayor read out loud the change to the ordinance for clarity among the Council for voting purposes and stated that the ordinance would become effective immediately.

Tommy Huskey, City Resident Representing Area Restaurants, reviewed 2017-87 SL155 law and the different sections, specifically Section 4 pertaining to hours for consumption. He stated the current law prohibited the sale of alcohol before noon on Sundays. The new law would allow for sales beginning at 10:00AM. He explained that even though it was being called the "Brunch Bill" it was inclusive of any establishment licenses to sell including grocery stores, convenience stores, the VFW. Mr. Huskey read an email with some information from Representative Jason Saine explaining the facts of the bill and statistics about what other states are doing. Mr. Huskey explained that earlier sales would allow businesses to generate more revenue. He also explained that tourism would benefit from the approval of this. He stated that there are 45 businesses within the city limits that have ABC licenses. Mr. Huskey asked that the council vote in favor based on the revenue that would be generated and reinvested in our city.

Councilman Black made the motion unanimously approved to close the Public Hearing.

Councilman Jetton addressed his concerns and stated that he was not in favor of the change. He feels that two hours is not that important and would not help the City. He did not want to see the any of our churches have to deal with people dining being able to drink during church hours.

Councilman Eaddy made the motion to approve the new ordinance. The motion passed by a three to one vote, Councilmen Smith, Black and Eaddy voted in favor and Councilman Jetton voted no.

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Mayor Hatley stated that the ordinance would be signed tonight and directed the City Clerk to work with the Planning Department to notify all businesses that may be affected by this change.

CONSIDERATION OF AMENDING THE CITY'S CODE OF ORDINANCES – TITLE IX GENERAL REGULATIONS – CHAPTER 93 – HEALTH & SANITATION –DECLARATION OF NUISANCE – DISCUSSING THE DEFINITION OF “NATURAL AREAS”:

(O-14-17)

Mayor Hatley opened the Public Hearing. He called on City Manager Steve Zickefoose, to review any proposed changes. Steve said, “ The phrase natural area has been discussed multiple times over the last couple of years. He stated they have looked at a variety of municipalities including Charlotte, Conover, Gastonia, Greensboro, Lenoir, Hickory, Mooresville, Shelby. Since January of 2016, we have had 224 nuisance complaints. There are 3 that are potentially unresolved. One of the 3 is being resolved, the other two are different interpretation. Steve stated interpretation is the big issue. Our ordinance matches up with extremely favorably with the municipalities listed. The same term is used in some of their ordinances. City Manager Zickefoose state that with only three out of 224 being unresolved indicates the ordinance is working. His conclusion is that policy is well written and he does not recommend changing at this time. The ordinance is written to protect public safety in these areas. He said, “I don’t think the City wants to be in the business of landscape monitoring.” Should the City change their focus as to what a natural area is, they have the potential of having thousands of people with complaints. Steve concluded recommending, along with the Planning Director and Staff that the ordinance language is adequate regarding natural areas, therefore he proposed no changes.

Councilman Black made the motion unanimously approved to close the Public Hearing.

CONSIDERATION OF A CONTRACT BETWEEN THE CITY AND LINCOLN COUNTY FOR TECHNOLOGY SERVICES IN THE AMOUNT OF \$ 70,000:

(C-12-17)

City Manager Steve Zickefoose stated that he and Kelly Atkins have a really good working relationship and they meet regularly to discuss ideas, sharing thoughts of ways the City and County can work together.

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Steve said, "Lincolnton only having 156 full time employees, I do not feel we can warrant a multi-position IT department." Steve expressed concern that we currently do not have 24/7 coverage, with only various levels of IT support. The county has a full staff. A shared service agreement would give us guaranteed 24/7 coverage. It would also allow the City to tap into some of the county's size and take advantage of things like phones, network, equipment, etc. It would reduce the City's cost. It would benefit the County by allowing them to create another IT position. City Manager Zickefoose state that there will be tremendous cost savings in future years with the phone systems. The County Manager and City Manager have both researched this extensively. Steve said he has monies he can move to assist with budgeting for this joint agreement for IT services.

Councilman Black made the motion unanimously approved the contract for technology services.

CONSIDERATION OF CONTRACT BETWEEN THE CITY AND LAWDALE SAND FOR REPAIRS TO DRAINAGE ISSUES ON PHASE III OF RAIL TRAIL IN THE AMOUNT OF \$ 75,000:

(C-13-17)

Steve Peeler, Public Works & Electric Utilities, presented a bid from Lawndale Sand to repair the culvert than has been compromised on the rail trail south of Dixon Street. The bids they received ranged from \$75,000.00 to \$199,000.00. This does not include resurfacing or repainting trail. Mr. Peeler acknowledged that this project has been discussed and needed to be completed for some time. Assistant City Manager Richard Haynes assisted with getting the project bid and the City can finally move forward with repairs if Council so chooses.

Councilman Jetton made the motion unanimously approved the contract with Lawndale Sand.

PROPOSED BUDGET AMENDMENT TO REFLECT NECESSARY CHANGES AMENDING THE GENERAL FUND, POWELL BILL FUND, WATER & SEWER FUND AND FUND BALANCE FOR VARIOUS PROJECTS/CARRY-OVERS ETC FOR THE 2017-18 PROPOSED BUDGET:

(BA-03-17)

Steve Zickefoose, City Manager explained that we needed to make a budget amendment from an accounting standpoint. Steve said, "This amendment

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does not involve any new monies but will allow him to move carryover monies to make a balanced budget.” This affects the General Fund, Powell Bill Fund, Water & Sewer Fund and Fund Balance.

Councilman Smith made the motion unanimously approved the budget amendment as presented. *(A copy of this budget amendment is on file and available for inspection in the Finance Directors Office)*

CONSIDERATION OF APPOINTING DAVID LOWE TO SERVE AS THE CITY REPRESENTATIVE TO THE LINCOLNTON-LINCOLN COUNTY AIRPORT AUTHORITY:

(APPT-02-2017)

Mayor Hatley told the Council the General Assembly has approved legislation which would turn authority of the airport over to the Lincolnton-Lincoln County Airport Authority, and the City is allowed to make one appointment to the board.

Mayor Hatley moved to appoint David Lowe. Mayor Hatley stated that it is a two year terms and made a recommendation that David serve as Chair for one year.

Councilman Eaddy made the motion unanimously approved to appoint David Lowe to serve on the Lincolnton-Lincoln County Airport Authority.

City Clerk Donna Flowers asked if the term could have an end date of December 2019 to keep in line with the City policy for appointments. Mayor Hatley and Kelly Atkins said that should not be a problem. The City Clerk was to notify Amy Atkins of the City appointee and discuss him being sworn in as a City representative.

CONSIDERATION OF REQUEST FROM LINCOLNTON-LINCOLN COUNTY CHAMBER OF COMMERCE TO HOLD A SMALL BUSINESS STREET FAIR ON EAST MAIN STREET:

(C-14-17)

John Dancoff, Lincolnton-Lincoln County Chamber of Commerce, presented a request on behalf of the Business Expo Committee to hold a small business street fair. He stated that for the last 14 years they have held the business expo in various places and on weekdays during working hours. There has been a decline in business participation and public attendance. They want to make

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this a Saturday event and keep the same concept to support our local businesses but open it to non chamber members as well. The event will be held on October 21, 2017. In addition to small businesses it will be a family event with bouncy houses, games, food vendors and possibly beer and wine vendors.

Councilman Eaddy made the motion unanimously approved to enter into a contract with the Lincolnton-Lincoln County Chamber of Commerce to hold a small business street fair.

UPDATE FROM HESED HOUSE OF HOPE – WHAT THEY DO, WHERE THEY ARE TRYING TO GO, AND HOW THE CITY COULD POSSIBLY HELP TO ASSIST IN THEIR GOAL TO BE OPEN YEAR ROUND:

Alex Patton, Hesed House of Hope, Board of Directors, gave a summary of what the Hesed House does and some statistics about people needing their assistance. They want to run year round instead of October through May. Mr. Patton summarized the expenses involved with running Hesed House and changes that they are making to policy. He requested the City to partner with them to support the Hesed House in the form of financial aid or assistance with power bill.

City Manager Zickefoose stated that we could contribute \$5,000.00 towards the Hesed House.

Councilman Black made the motion unanimously approved to donate \$5,000.00 to the Hesed House for this fiscal year. Mayor Hatley and Councilman Eaddy asked the City Clerk to notify Mr. Patton of the annual process for requesting funding each year, in the event he wishes to submit a request for the next fiscal year budget.

UPDATE FROM LINCOLNTON TOURISM DEVELOPMENT AUTHORITY:

Carol King, Chair of the Lincolnton Tourism Development Authority, reviewed the following report from LTDA with Council:

LTDA meetings for 2017 have been held on Feb. 23 and June 22. The LTDA adopted the 2017-18 budget at the June meeting. Our next meeting will be scheduled for mid September.

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Listed below are on-going meetings, actions, and activities involving members of our board:

- Two from the LTDA attended the Main Street Conference in Shelby and the NC Tourism Conference in Greenville, NC in March.
- We purchased a Mobile Town Guide app with the web address being www.visitlincolntonnc.com. It is in progress and will be available to publicize soon.
- We have had small add-on banners imprinted with the app web address. These banners were purchased by the City at the same time as the banners currently displayed on Main Street. LTDA will purchase another set of banners to use during the holiday season which will be imprinted with the app web address as well.
- In April we formed a Lincoln Quilt Trail committee after receiving inquiries from an interested party followed by a “Discovery Meeting”. An independent committee has been formed and the LTDA will fund the first eight quilt squares which will be located in some public buildings downtown. These will start appearing in the next months.
- The LTDA has been active in the City’s Steering Committee and has committed with the other support organizations to coordinate efforts to the common good of the City of Lincolnton. This is an important avenue to keep the groups from duplicating efforts- with each one contributing to a common goal using the various capabilities and tools unique to each organization.
- In May we held a “Discovery Meeting” regarding interest in a river launch project. This idea began with the Main Street Conference where we were told that communities located in the mountains, at the coast, or have a river running through them have a greater advantage in marketing themselves. This was communicated at a Steering Committee meeting where the LEDA representative shared information about a past interest. We hosted a meeting in the LEDA conference room and invited City, County, and other parties who may be interested in hearing a presentation. Members of this group have kept up discussions and a follow up meeting may be scheduled soon.

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- LTDA funded a Walking Tour of Lincolnton booklet which is at the printers. This is a revised version of an existing booklet. Many thanks to Jason Harpe for making these revisions.
- We are in the process of having a logo created for LTDA.
- We continue to work with NCDOT on Gateway signs, Welcome To signs, and Exit 24 landscaping conversations. Visual Inceptions is currently redrawing our gateway sign to make use of breakaway materials as specified by DOT for safety reasons. As far as landscape maintenance at the Hwy 321 exits right of way, DOT does not have a maintenance agreement with the City. We would like to recommend that the City review and reconsider this agreement as it puts control of public perception of our appearance and value in our hands.

Carol concluded offering to answer any questions that Council may have. There were several questions regarding the Quilt Trail and where the plans were to locate the quilts around town.

In conclusion Mayor and Council thanked Mrs. King for her hard work and for chairing this committee as a volunteer.

UPDATE FROM THE LINCOLNTON STEERING COMMITTEE:

Fred Jarrett, Chair , reviewed the following report from the Steering Committee with Council:

Talking Points:

1. Review - Timeframe of Steering Committee Implementation:

- June 6, 2016 the City Manager convened a joint meeting of the City, DDA, LEDA, CoC, LTDA and other vested parties to determine how the different organizations could work together most effectively and become a team with focus on establishing dialogue and synergy among the organizations for downtown revitalization.
- July 29, 2016 meeting discussed ground rules for meetings, short/long term goals, what kind of a committee (i.e., going to be a steering committee, an advisory committee, joint committee, etc.), initiated development of a committee charter, scheduled future meetings (2/month for an hour), began action item process for monitoring committee synergy and progress.
- November 9, 2016 meeting prepared final draft charter for presentation to Council.

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2. Time flies...it has been one year and in my opinion the Steering Committee has been effectively assisting City government in aligning committees, groups, and goals of allied support organizations (ASO) to improve communications, remove duplicated efforts and align them with the City of Lincoln's Strategic Plan to accomplish the unified goal of a prosperous Lincoln.
3. Continuing with the progress made over the year's time.
 - Membership has increased from:
 - CITY OF LINCOLN
 - LINCOLN-LINCOLN COUNTY CHAMBER OF COMMERCE (LLCCOFC)
 - DOWNTOWN DEVELOPMENT ASSOCIATION (DDA)
 - LINCOLN TOURISM BOARD (LTB)
 - LINCOLN ECONOMIC DEVELOPMENT ASSOCIATION (LEDA)
 - To include:
 - LINCOLN CULTURAL ARTS CENTER (LCAC)
 - LINCOLN COUNTY HISTORICAL ASSOCIATION (LCHA)
 - LINCOLN COUNTY HOME BUILDERS ASSOCIATION
 - We have been performing due diligence for the Business Incentive Grants and then recommending to the City Manager whether to take the grants to Council for approval.
 - We developed the City of Lincoln Steering Committee Charter which was presented to Council at the 01/06/17 Council meeting.
 - We formally reviewed the Charter in June to see if any changes were needed and realized we failed to include the Committee's Sponsor responsibilities and revised and added those responsibilities:
 - Ensuring that the committee need is valid;
 - Ensuring that the committee is properly launched;
 - Resolving issues that are beyond the control of the chairman;
 - Resolving conflict and removing obstacles to progress;
 - Ensuring that the committee remains a viable proposition for downtown revitalization;
 - Ensuring changes to the committee are properly managed;
 - Ensuring risks are managed;
 - Evaluating the committee organization, roles and reporting structure;
 - Ensuring the committee is under control;
 - Approving key committee deliverables; and
 - Initiating committee reviews and supporting the process of review.
4. Today I feel that the Steering Committee has accomplished becoming a team with a focus on establishing dialogue and synergy among the various organizations that have a vested interest in the Downtown Central Business

REGULAR MEETING - AUGUST 3, 2017

District.

5. At the 05/04/17 Council meeting update I noted that we have been focusing on the City's Strategic Plan Goal 3 - Downtown Development and determining how the Committee can support and 'get it done.' We found an organization that had a comprehensive approach to downtown revitalization - N.C. Main Street Center, a branch of N.C. Dept of Commerce, and they committed to help us develop a Central Business District Strategic Plan.
6. We held a Central Business District (CBD) Strategic Economic Planning Coalition meeting on May 24, 2017.
 - We brought together stakeholders interested in the economic, social and physical growth of the City of Lincoln's downtown central district and began the formal process of developing a CBD Strategic Plan (SP).
 - That meeting determined the interest of stakeholders in supporting and participating in establishing a CBDSP.
 - We got our measure for support which was overwhelming.
7. From that meeting two subcommittees were established, one worked to create a more comprehensive list of stakeholders and the other to lead the efforts of crafting a CBDSP.
 - Plan is to change the CBDSP subcommittee to a standing committee.
8. On July 18th a Community Vision Coalition meeting was held at the FUMC Fellowship Hall.
 - Purpose: Kick-off CBDSP by establishing partnerships/buy-in with stakeholders and for them to help craft the Vision Statement for the CBDSP. Also they were asked provide ideas, suggestions and goals that we can incorporate into the CBDSP.
 - There were ~65 participants.
 - Mayor and Marty were in attendance - ask for their input.
 - At the meeting input was gathered on where you would like to see the CBD in five years, and what do you feel needs to be accomplished.
 - Small groups worked together based on established parameters to craft vision statements that the Steering Committee will use in the overall development of the CBDSP Vision Statement with review being obtained from stakeholders and then presented to Council.
9. Where we are in the CBDSP process:
 - DDA will own and facilitate development and sustainability of the CBDSP.
 - Steering Committee will provide guidance, monitoring and oversight in plan development and execution.
 - Partnered with Main Street Center for CBDSP review and feedback.

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- Vision Statement and two strategies are in draft form. (refer to page 3 **Strategic Economic Development Statements**).
 - Draft CBDSP including Vision, Strategies, Goals and Objectives is
- targeted for end of September with Stakeholder review.
- CBDSP in-place by year end with implementation occurring (that's the goal maybe sooner or later).

10. A few additional items:

- Since the May update where it was noted that 8 action items had been established and all but 2 were closed, we are now up to 22 action items with 9 open.
- Meeting Attendance - approximately 80% organizational attendance.
- Also included are the July 12th meeting minutes to provide better insight of the Steering Committee's efforts.

Upon review of the report, Mr. Jarrett offered to answer any questions from Council. He noted this concluded the quarterly update for the major activities of the Steering Committee.

Fred then reviewed progress from the Community Vision Forum held July 18th at the Lincoln Cultural Center as it relates to the development of a Downtown Strategic Plan. The report read as follows:

Strategic Economic Development Statements:

1. Lincolnton, NC is a charming community rich in culture, **history** and diversity. We offer a safe walkable environment, close to **restaurants**, entertainment and **affordable** living. Lincolnton presents favorable circumstances of a larger international city with a warm hometown feel.
2. **Near mountains, near city, "near perfect"** Stroll through Lincolnton and see historical buildings with unique shops and the entrepreneurial spirit of the local community. **Enjoy the handiwork of the historical Catawba Valley Potters**. Spend your time walking through the crossroads of history and modern day tradition here in Lincolnton. (7 red dots)
3. **Find yourself in downtown Lincolnton**, a thriving affordable conveniently located small town community. Rich in **Arts** and **History**, where potter Burlon Craig meets a vibrant main street. A hidden gem of opportunity for a unique and diverse group of entrepreneurs nestled between the **banks of the South fork River and the shores of Lake Norman**. (14 red dots)
4. **A pause in life between the lake, city and the mountains**. Where you can stretch your legs on the **rail trail**, stroll through downtown, view our **pots**, shop for antiques, while reliving **history** from pirates to the civil war. All along the way enjoying our **culinary** fares. (3 red dots)

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5. Downtown Lincolnton is the center of a thriving visual and performing **arts** district with flourishing galleries and theatres, supported by destination worthy **local restaurants** and a **small business district** that is continually evolving with a forward thinking perspective. (5 red dots)
6. Historic Lincolnton is an international center of commerce nestled at the **foothills of the Appalachian mountains** that **bridges community living** with culture, recreation and unique **retail** opportunities for all ages. (1 red dot)
7. As a culturally diverse community, Lincolnton is the focal point between the rolling hills of the Blue Ridge Mountains and the glow of lights from the city of Charlotte. With a **small town feel**, Lincolnton is the destination for opportunity. (9 red dots)
8. Downtown Lincolnton is a growing and thriving hub of **arts** and entertainment attractions offering opportunities for urban living and events and attractions for **children of all ages, families and tourists**. (2 red dots)
9. Rising from a rich **historical** heritage, Lincolnton is molding a future of **arts**, opportunity, and vision for prosperity and progress for families, businesses and all who live and visit. (2 red dots)

In conclusion Mayor and Council thanked Mr. Jarrett for his hard work and for chairing this committee as a volunteer. They assured him that his time and talents were definitely reflected in the work of this committee.

UPDATE ON THE EAST MAIN STREET/GENERALS BLVD INTERSECTION:

City Manager Steve Zickefoose reviewed the history of this project. He stated that it is a complicated project with lots of moving pieces. The original estimate was \$700,000.00 but did not include the City moving electrical lines. The project was meant to beautify the intersection and to make it safer. The project would cost \$1,566,000.00. City Manager Zickefoose stated that there would be a budget shortage in the amount of \$650,000.00. He asked if the City was willing to spend that amount of money on a State project.

Steve Peeler, stated that there was more costs involved than originally budgeted by the former City Manager. He reviewed many complications that surrounded the project.

Laura Elam, Planning Director, added that she felt that capacity issues needed to be addressed and that would make it a state funded project.

REGULAR MEETING - AUGUST 3, 2017

Mr. Zickefoose recommended putting this project on hold until the NC Department of Transportation widens the intersection and the City could possibly piggyback on their project, getting the much needed changes included in the project. He stated that this would be the most fiscally responsible decision.

Steve said there are some things that can be done by the City in the immediate future to make the intersection and traffic islands look more appealing. He plans to explore our options, communicate with NCDOT and get the allowable beautification items underway to make the appearance of the intersection look more appealing.

UPDATE ON DILAPIDATED STRUCTURES:

Laura Elam, Planning Director, reported that Mark Carpenter put together a memo that outlines dilapidated structures. There are a total of 18 that he is working on. Four have been demolished or are underway, six are under active enforcement and have deadlines for compliance, three have unpaid taxes so the County is in the foreclosure process and five have legal issues that he and T.J. are working on.

Laura Elam took a minute to compliment Mark Carpenter on the incredible job he is doing and the experience he brings to the job. Mayor and Council thanked Mr. Carpenter and T.J. Wilson for the hard work they are doing.

OFFICIAL ACTION TO SET THE FILING FEES FOR MUNICIPAL CANDIDATES THE 2018 ELECTION:

City Clerk Donna Flowers, stated that Bradley Putnam at the Board of Elections had emailed the timeline for the upcoming election in November of 2018. She reviewed the dates provided to her as follows:

Filing begins Monday, February 12th at 12 noon – Filing ends Monday, February 28th at 12 noon.

She said, “Should there be a need for a primary for this election that would be held on Tuesday, May 8th, 2018. The General Election will be on Tuesday, November 6th, 2018.” Current filing fees are \$ 48.00 for the Mayoral race and \$ 36.00 for a Council Member. Per state statute City Council can set the fees up to 1% of the current salary for both the Mayor and City Council members.

REGULAR MEETING - AUGUST 3, 2017

She said the following seats are scheduled to be on the ballot for the 2018 election:

Mayor's seat, which would be a four (4) year term;

Ward 1 – Four (4) year term, expiring in 2022

Ward 2 – Two (2) year term, expiring in 2020

Ward 3 – Four (4) year term, expiring in 2022

The Mayoral seat, in accordance with recently approved legislation, would run with Ward 1 and Ward 3 in all future election cycles. Once action is taken and filing fees are set, the City Clerk will send written notification to the Board of Elections Director regarding the filing fees for the 2018 election cycle.

Councilman Black questioned the day the filing ends as his calendar said that February 28th was a Wednesday not a Monday. The City Clerk was to verify with the Board of Elections Director which is correct.

Councilman Black made the motion unanimously approved to set the filing fees at \$48 for mayoral race and \$36 for Council.

MONTHLY FINANCIAL REPORT/OVERTIME REPORT:

City Manager Steve Zickefoose, told the Council he formatted financial summary by department to be in line with budget. He reminded the Council that these are not final numbers for yearend closeout; there are still accounts payable and accounts receivable that need to be booked. In the new format City Manager Zickefoose included the budget amount, this year's actuals and last year's actuals for comparison. He stated that as it stands it looks like we won't need to touch the fund balance.

PUBLIC COMMENT:

Fred Jarrett commented on street preaching on downtown events. Mr. Jarrett stated that he is all for freedom of speech but that some municipalities create problems for themselves when they try to limit those rights. He stated he felt there were things police could help with such as disturbing the peace, loitering, and failure to maintain locomotion. He stated that at the last two Alive After Five events, he was interrupted from enjoying the event by street preachers at the event. He stated he observed small children running and hiding from the street preachers. He saw a person get in the street preachers face but an

REGULAR MEETING - AUGUST 3, 2017

altercation was averted. Mr. Jarrett stated he had researched the issue and recommended a buffer zone ordinance.

NEWS MEDIA:

There were no questions from the News Media.

ADJOURNMENT:

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

DONNA C. FLOWERS, MMC
CITY CLERK

ED HATLEY
MAYOR

ITEM #

5

Donna Flowers

From: Laura Elam
Sent: Monday, August 28, 2017 3:53 PM
To: Donna Flowers
Cc: Jean Q. Derby
Subject: Agenda items from Planning Department for September 7 City Council meeting

Hey Donna:

Attached please find items from Planning Department for September 7, 2017 Council meeting as follows:

PUBLIC HEARINGS

- ZMA-2-2017 - staff report word document and pdf of map attachment are attached.

NOTE: CUP-5-2017 WAS INITIALLY SCHEDULED FOR HEARING ON 9/7/17 BUT HAS NOW BEEN WITHDRAWN. I BELIEVE YOU WERE ABLE TO WITHDRAW THE AD FROM PUBLICATION SO I HAVE NOT INCLUDED ANY BACK UP MATERIALS ON THIS CASE. IF I NEED TO SEND YOU THE STAFF REPORT AND ATTACHMENT, LET ME KNOW AND I WILL ASAP.

CALLS TO HEARING

Today is the deadline and so far, we have not received any applications. We are expecting one today and will let you know as soon as possible if we receive it.

DOWNTOWN REDEVELOPMENT REVOLVING LOAN REQUEST

- RLF-1-2017 - Staff report word document and pdf of map attachment are attached.

CONTRACT FOR DESIGN SERVICES FOR SIDEWALK CONNECTOR PROJECT

- Staff memo word document and pdf of contract for design services for sidewalk connector project are attached.

STAFF MEMO MONTHLY REPORT

- A pdf of the monthly report is attached.

See you at the staff meeting tomorrow.

ITEM #

6

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



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, City Manager *Steve*

SUBJECT: State Health Plan Employee Contributions

DATE: August 29, 2017

The City participates in the State Health Plan for local government employees. The State premium rates are based on an employer contribution and an employee contribution. City policy is to pay 100% of the individual plan cost. This means the City has been paying the total individual insurance premium which included the employee portion.

State legislation has changed the language in the statutes to say, "The premiums employees pay to the local government unit for their own coverage shall conform to the premiums in the structure set by the plan." This means that to meet the new guidelines, the City will have to actually do an employee payroll deduction for the employee base amount. In order to continue funding 100% of the individual plan cost, we will create an "Insurance Stipend" pay code and include an employee contribution amount to offset the deduction. For budgetary purposes, the offsetting amounts will be transferred from the existing health insurance codes into the new budget codes.

This process change will occur in January 2018, which is the beginning of the new State Health Plan year.

ITEM #

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CITY COUNCIL
Ed L. Hatley, Mayor
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David M. Black
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Tim Smith



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

PROCLAMATION *Constitution Week 2017*

WHEREAS, September 17, 2017 marks the Two Hundred and Twenty-Ninth 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, 2017 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 September in the year of our Lord two thousand seventeen.

ED HATLEY
MAYOR

DONNA C. FLOWERS, MMC
CTY CLERK

ITEM #

8



City of Lincolnton

AGENDA REQUEST FORM

Please Print

Name Carole Howell

Address P.O. Box 435, Lincolnton, NC 28093

Phone 704-530-4636

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

Other Persons Accompanying Speaker Possibly John Dancoff of LEDA

Purpose of Request to Appear We'd like to update the council on a new and exciting exhibit that will highlight local industry. We will also present each member with a 2017 Apple Festival t-shirt.

Council Meeting date you wish to appear September 7, 2017

Amount of time required for Presentation 5 -7 minutes

Date form submitted to the City Clerk July 13, 2017

Carole Howell

Signature of Requesting Party

Return forms to:

City Clerk's Office
City of Lincolnton
P.O. Box 617
Lincolnton, NC 28093

ITEM #

9

NO
BACK UP
NECESSARY
FOR THIS ITEM

ITEM #

10

MEMO TO: Mayor and City Council Members

FROM: Laura Elam, Planning Director

SUBJECT: ZMA-2-2017: Application from Floyd Dean requesting the rezoning of approximately one acre from Residential-25 (R-25) to Planned Business (PB) District.

DATE: September 7, 2017

SITE AND AREA DESCRIPTION

The applicant is requesting the rezoning of approximately one acre from R-25 to P-B (Planned Business) district. The subject property is located on the west side of West NC 150 Highway approximately 500 feet south of the intersection of West NC 150 Highway and West NC 27 Highway (Parcel ID 21438) in the City's extraterritorial jurisdiction. See attached map.

The site is currently a vacant wooded lot. Properties located to the north and east are zoned P-B and properties located to the south and west are zoned R-25. Properties surrounding the site are a mixture of residential and commercial uses.

COMPLIANCE WITH THE LAND USE PLAN

The Lincolnton Land Use Plan shows the property in the Residential Suburban Planning Area. The rezoning of the property to the Planned Business (P-B) district would not be in compliance with the land use plan.

If the site was rezoned to PB, any use permitted in the PB district could potentially be allowed. A list of permitted and conditional uses is attached.

PLANNING BOARD AND STAFF RECOMMENDATION

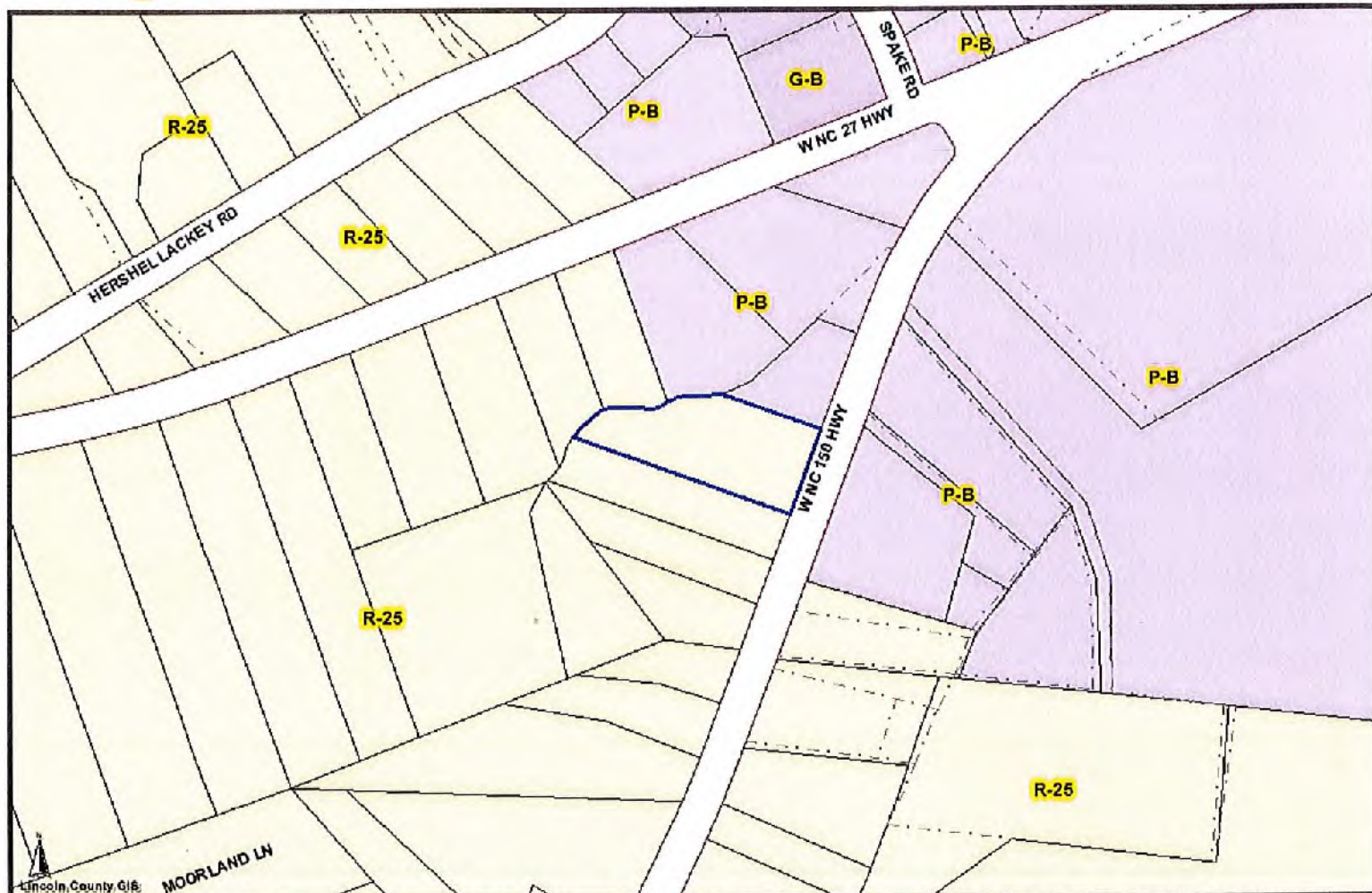
The site's location on a thoroughfare with nearby commercial zoning and land uses warranted consideration of the request from staff's perspective. However, concerns were raised by nearby residential property owners at the Planning Board meeting including the potential impact on the neighborhood from additional traffic, noise and lights. There was discussion with the applicant regarding potential conversion to a conditional rezoning request so that a specific development plan could be considered but the applicant indicated he is unable to do that. For these reasons, the Planning Board recommends denial of the request.



Lincoln County, NC

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

Date: 8/15/2017 Scale: 1 Inch = 300 Feet



PHOTOS



Photo Not Available

PARCEL INFORMATION FOR 3623-31-9449

Parcel ID	21438	Owner	BUMGARNER ANN G	
Map	3623-18	Mailing	1017 115TH ST SW	
Account	0171700	Address	GAINESVILLE FL 32607-1146	
Deed	1545-562	Last Transaction Date	12/22/2003	Sale Price 0
Land Value	\$13,382	Total Value	\$13,382	Previous Parcel
----- All values are for tax year 2017. -----				
Description	JULIA BYNUM #10 150			Deed Acres 1.03
Address	W NC 150 HWY			Tax Acres 0.96
Township	LINCOLNTON			Tax/Fire District CROUSE
Improvement	No Improvements			
Zoning	Calculated	Voting Precinct	Calculated Acres	
District	Acres	LOVE MEMORIAL (LM16)	0.97	
R-25	0.97			
Watershed Class		Sewer District		
WS-IVP	0.97	Not in the sewer district	0.97	
2000 Census County		Tract	Block	
37109		070400	1001	0.97
Flood	Zone Description	Panel		
X	NO FLOOD HAZARD	3710362300	0.97	



Lincoln County, GIS

Map Features		Right-of-Ways		Parcels	
Road Easement	Creeks	Roads	Private Roads	2015 State Ortho	
Conflict Line	Interior Lot Line	Railroads			
Major Rivers, Creeks (cont)	Drainage Easement	Public Walkway			
	Utility Easement				

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

(8) Minimum build to lines:

(a) The fronts of all new commercial buildings shall be constructed at the minimum front and side setback lines.

(b) The fronts of all new multifamily buildings shall observe a build to line of zero to thirty feet as measured from the street right of way boundary..

(9) Where new structures are constructed adjacent to existing sidewalks, an expansion joint shall be placed between the structures and the sidewalk.

(D) *Screening and landscaping.*

(1) Screening when required by § 153.046(A) of this chapter, shall be installed pursuant to § 153.046 of this chapter.

(2) When off-street parking is provided, landscaping shall be installed, as applicable, pursuant to § 153.047(B) of this chapter.

(Prior UDO, § 7.9) (Ord. ZTA-1-2013, passed 2-7-2013; Ord. ZTA-4-2016, passed 7-7-2016; Ord. ZTA-7-2016, passed 1-5-2017; Ord. passed 4-6-2017) Penalty, see § 153.999

Editor's note:

Additional development standards pertaining to the CB District, see § 153.074

§ 153.116 P-B PLANNED BUSINESS DISTRICT.

(A) *Permitted uses.* The following uses shall be permitted by right.

(1) All uses permitted in § 153.113(A) of this chapter provided that the uses:

- (a) Are limited to a maximum of 5,000 square feet of gross floor area;
- (b) Contain only one principal building on the lot; and
- (c) Contain no more than one principal use per principal building.

(2) The prohibition of fuel sales for convenience stores as listed in § 153.113(A) of this chapter shall not apply to the PB District;

(3) Signs in accordance with §§ 153.160 through 153.172 of this chapter;

(4) Off-street parking and loading in accordance with §§ 153.185 through 153.188 of this chapter; and

(5) Publicly operated alcohol beverage control (ABC) store.

(B) *Conditional uses.* The following uses may be allowed only after a conditional use permit has been issued by the City Council in accordance with §§ 153.235 through 153.244 of this chapter.

(1) All uses listed in § 153.113(A) of this chapter which do not meet all of the criteria found in division (A)(1) and (2) above of this chapter and all uses listed in § 153.113(B) of this chapter except jails; and provided however, arcade or amusement center or game rooms shall be only in shopping centers Class C;

(2) Planned commercial and office complexes containing either two or more principal buildings or two or more principal uses in one building. All uses shall be limited to those found in § 153.113(A) or (B) of this chapter; provided however arcade or amusement center or game room shall be permitted only in shopping center Class C;

(3) Planned unit developments (mixed use) in accordance with § 153.216 of this chapter and provided the uses within the development are otherwise listed as permitted or conditional uses allowed in the P-B District or any Residential (R) District;

- (4) Assembly halls, coliseums, ballrooms and similar structures;
- (5) Bowling alleys and skating rinks;
- (6) Motel and motor lodge;
- (7) Garden centers, commercial greenhouses and horticultural nurseries;
- (8) Automobile, truck, and motorcycle sales and adjoined service/repair;
- (9) Family theme parks;
- (10) Express fuel/mini-mart;
- (11) Automobile wash establishments (self-service, full-service or automatic);
- (12) Shopping center, Class C;
- (13) Indoor shooting range/sales of fire arms and ammunition; and
- (14) Accessory apartments in commercial structures provided all building and fire codes are met.

(C) *Yard requirements.*

- (1) Minimum lot size: none.
- (2) Minimum front setback: 40 feet (as measured from the edge of the street right-of-way).
- (3) Minimum lot width: 70 feet (as measured at the required front setback).
- (4) Minimum side setback: ten feet, except 20 feet shall be required on all corner lots and 30 shall be required on all lots whose side yard abuts any Residential (R) District.
- (5) Minimum rear setback: 20 feet, except 30 feet shall be required on all lots whose rear yard abuts any Residential (R) District.
- (6) Maximum structure height: 50 feet except as permitted in § 153.054 of this chapter.

(D) *Screening and landscaping.*

- (1) Screening when required by § 153.046(A) of this chapter shall be provided in accordance with § 153.046 of this chapter.
 - (2) Where applicable, landscaping shall be provided in accordance with § 153.047 of this chapter.
- (Prior UDO, § 7.11) (Ord. ZTA-2-2011, passed 7-11-2011; Am. Ord. O-03-2017, passed 6-1-2017)

Editor's note:

Any retail use in excess of 85,000 square feet shall be required to follow the supplemental regulations contained in § 153.075.

Lincolnton, NC Code of Ordinances

§ 153.113 C-B CENTRAL BUSINESS DISTRICT.

(A) *Permitted uses.* The following uses are permitted by right.

(1) *Retail uses.*

- (a) Antique store;
- (b) Appliance and appliance repair store;
- (c) Arts and crafts store;
- (d) Automobile and boat supply store;
- (e) Bakeries (retail and wholesale);
- (f) Bicycle store;
- (g) Beauty supply store;
- (h) Book and stationery store (excluding adult establishments);
- (i) Box and gift-wrap store;
- (j) Card (greeting) shop.
- (k) Camera shop and film developing service depository and/or walk-in service developing lab;
- (l) Catalog sales store;
- (m) Clock shop;
- (n) Clothing shop/department store;
- (o) Computer service store;
- (p) Convenience stores (no fuel sales);
- (q) Copy service;
- (r) Curtains, drape and other window treatments store;
- (s) Delicatessen;
- (t) Dressmaking shop;
- (u) Drugstore;
- (v) Dry cleaning (pick-up and delivery station);
- (w) Dry goods shop;
- (x) Electronics sales;
- (y) Florist and gift shop;
- (z) Floor covering, lighting, wallpaper, paint and window covering store;

- (aa) Food store;
- (bb) Formalwear sales and rental;
- (cc) Furniture, rugs and other home furnishings store;
- (dd) Furrier;
- (ee) Hardware store (but not outdoor storage or enclosed lumber yards);
- (ff) Hobby store;
- (gg) Household goods shop;
- (hh) Jewelry and jewelry repair shop;
- (ii) Key shop;
- (jj) Linen shop;
- (kk) Luggage and leather shop;
- (ll) Medical supply sales and rental store;
- (mm) Music store including recordings of the various media, print music, sound and high fidelity equipment and supplies, and musical instruments sales and service;
- (nn) Notion and fabric store;
- (oo) Office buildings with a maximum gross floor area of 10,000 square feet;
- (pp) Office supply, stationary office equipment;
- (qq) Party rental shop;
- (rr) Pet store;
- (ss) Postal store;
- (tt) Restaurant and auxiliary food catering service;
- (uu) Second-hand shop;
- (vv) Shoe store;
- (ww) Shoe repair shop;
- (xx) Sporting goods and trophy shop;
- (yy) Tailor and alteration shop;
- (zz) Toy store;
- (aaa) Variety and department store;
- (bbb) Video rental and sales shop (excluding adult establishments); and
- (ccc) Motorcycle sales.

(2) *Services.*

- (a) Art and photography studios (excluding adult establishments);
- (b) Automobile parking lot;

- (c) Banks;
- (d) Barber shop;
- (e) Beauty shop;
- (f) Community center;
- (g) Commercial schools providing training in any of the arts, sciences, trades or professions, conducted indoors, with up to 100 enrolled students;
- (h) Essential services, Classes I and II;
- (i) Exterminator service;
- (j) Finance company;
- (k) Film processing service;
- (l) Fitness and tanning center (excluding adult establishments);
- (m) Interior decorating service;
- (n) Laundromat;
- (o) Library;
- (p) Museum;
- (q) Newspaper office and broadcast media offices and studios only;
- (r) Offices-business, professional, medical and public;
- (s) Opticians and optical services;
- (t) Post office;
- (u) Public safety station;
- (v) Rental of party, medical, office and household items;
- (w) Signs in accordance with §§ 153.160 through 153.172 of this chapter;
- (x) Theaters, auditoriums and public or private nonprofit cultural arts facilities (performance, education, and/or exhibit) excluding adult establishments;
- (y) Travel agency; and
- (z) Dry cleaning service.

(3) *Other.* Accessory apartments in commercial structures provided all Building and Fire Codes are met.

(B) *Conditional uses.* The following uses may be allowed upon the issuance of a conditional use permit by the City Council in accordance with §§ 153.235 through 153.244 of this chapter:

- (1) *Retail uses.* Shopping centers, Classes A and B.
- (2) *Services.*
 - (a) Arcade or amusement center or game room;
 - (b) Auction houses, indoors (excluding livestock auctions);

- (c) Automobile service station;
- (d) Bail bond service;
- (e) Bed and breakfast inn;
- (f) Check cashing equipment;
- (g) Churches;

(h) Commercial schools providing training in any of the arts, sciences, trades or professions, conducted indoors, with over 50 enrolled students;

- (i) Day care center;
- (j) Financial institution;
- (k) Hotel;
- (l) Jails;
- (m) Motel;
- (n) Newspaper printing and other publishing;
- (o) Office buildings containing over 10,000 square feet of gross floor area;
- (p) Parking facilities; and
- (q) Tavern.

(3) *Other.*

(a) Planned unit developments (mixed use) in accordance with § 153.216 of this chapter and provided the uses within the development are otherwise listed as permitted or conditional uses allowed in the C-B District and Residential (R) Districts;

- (b) Multi-family dwellings; and
- (c) Family care homes.

(C) *Yard requirements.*

- (1) Minimum lot size: none.
- (2) Minimum lot width: none.
- (3) Minimum front yard setback: none.

(4) Minimum side yard setback: none except ten feet shall be required on all corner lots and 20 feet on side yards that abut any Residential (R) District. The side yard setback on Multifamily residential uses adjoining Residential (R) Districts may be reduced to 10 feet if an opaque fence or wall is provided to screen the Multifamily residential use from the Residential (R) District.

(5) Minimum rear yard setback: none except 20 feet shall be required on all lots whose rear yard abuts any Residential (R) District. The rear yard setback on Multifamily residential uses adjoining Residential (R) Districts may be reduced to 10 feet if an opaque fence or wall is provided to screen the Multifamily residential use from the Residential (R) District.

(6) Maximum building height: 40 feet except as permitted in § 153.054 of this chapter.

(7) Off-street parking and loading: all of street parking and loading requirements as prescribed in §§ 153.185 through 153.188 of this chapter shall be waived.

To: Lincolnton City Council. We the Undersigned do not Support change in Rezoning from Residential- 25 (R-25) to Planned Business (PB) District at (Parcel ID 21438).

Why: The Location is not a qualifier for business.

The Roads cannot handle the Traffic and need more Turnoff Lanes.

The Water Lines are not reliable on highway 150.

No Sewage up 150 or 27 Highways West.

27 & 150 West Bridge is approximately 100 years old, and can go out any time.

This is not the place for more Congestion, Noise and Lights in our neighborhood.

Without more Business, it a great place to live!

Name of Property Owners

Address

Dana Avery	822 West Hwy 150 Lincolnton, NC
Betty Haynes	830 West Hwy 150
Cynthia Lathmore	Lincolnton, NC, 28092
Georgie Woodin	846 W. Hwy 150
Rebecca Woodie	Lincolnton NC
Rex Hastings	864 West Hwy 150
Ronald R. Little	Lincolnton, N.C.
Rosa R. Lewis	860 West at Hwy
Mary R Dalton	150 Lincolnton
Pat Ross	852 W. Hwy 150
	882. W. Hwy 150
	955 W HWY 150
	Joe Ross Rd Lincolnton NC

To: Lincolnton City Council. We the Undersigned do not Support change in Rezoning from Residential- 25 (R-25) to Planned Business (PB) District at (Parcel ID 21438).

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Without more Business, it a great place to live!

Name of Property Owners

Address

- | | |
|---------------------------|---|
| 1. Ronel Burke | 873 W Hwy 27, Lincolnton |
| 2. Becky Collins Burke | 873 W. Hwy. 27, Lincolnton, N.C.
28092 |
| 3. Mat Thum II | 885 W Hwy. 27. Lincolnton 28092 |
| is Michael Doherty | 885 W Hwy 27 Lincolnton 28092 |
| 5. Serge R. Hyl | 860 W Hwy 27 Lincolnton 28092 |
| 6. Peggy B. Hyl | 880 W Hwy 27 Lincolnton 28092 |
| 7. Pauline Hoover | 242 Lackey Rd. Lincolnton 28092 |
| 8. Phyllis Saine Dugh | 915 W. Hwy 27. Lincolnton 28092 |
| 9. John W Dugh 59 | 915 W Hwy 27. Lincolnton N.C. 28092 |

ITEM #

11

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



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, City Manager *Steve*

SUBJECT: Parking Committee Recommendations

DATE: August 29, 2017

The parking committee met on August 16th and reviewed the following topics:

- Consideration of request from Coalition of Churches in renaming Abernathy or Hollybrook to Dr. Martin Luther King, Jr. Drive
- *Committee recommends renaming of Abernathy from the north side Main Street to East Pine to Dr. martin Luther King, Jr. Drive.*
- Consideration of making West Water Street one way between Government and Court Square
- *No changes recommended.*
- Parking restrictions for over sized vehicles
- *No changes recommended.*
- Diagonal parking on East Main in front of Post Office
- *Recommend changing of four diagonal spaces to two parallel spaces for pedestrian safety.*
- Discussed pedestrian safety at crosswalks
- *City Manager advised that DOT will be repaving soon and that 'stamped' crosswalks are a definite possibility. These provide much higher visibility for safety purposes.*

ITEM #

12

MEMO TO: Mayor and City Council Members

FROM: Laura Elam, Planning Director

SUBJECT: Award of Contract for Design of Sidewalk Connector Project on the East Main Street Bridge Over Highway 321

DATE: September 7, 2017

BACKGROUND

Earlier this year, City Council selected TGS Engineers to perform design services for the planned sidewalk connector project on the East Main Street bridge over Highway 321. TGS then submitted a draft cost estimate and contract for those services.

NCDOT has finalized a pre-award audit of the cost estimate and we are now ready to enter into contract with TGS. The contract is enclosed and includes the following services for \$52,973.46.

- Project Development & Environmental Analysis
- Location Surveys
- Structure Analysis and Design
- Roadway Design
- Hydraulics and Stormwater Design
- Pavement Marking Layout and Design
- Work Zone Traffic Control Plans

Once City Council approves the contract and we give TGS notice to proceed, they will be able to start work on the design plan and the required environmental documentation.

ACTION REQUESTED: City Council approval of contract with TGS Engineers to perform engineering design services for the sidewalk connector project on the East Main Street bridge over Highway 321.



*TGS Engineers
804-C North Lafayette Street
Shelby, NC 28150
704-476-0003 (phone)
704-476-0024 (fax)*

August 10, 2017

CONTRACT FOR ENGINEERING AND SURVEYING SERVICES

Client Name: City of Lincolnton
Contact Name Laura Elam, Planning Director
Address: 114 West Sycamore Street
Post Office Box 617
Lincolnton, NC 28093
Phone #: (704)736-8930

Project: C-5606I Highway 27 Sidewalk Connector

Introduction

Thank you for the opportunity to provide this contract for engineering and surveying services for the above referenced project.

Project Overview

It is our understanding that the purpose of this project is to connect the existing sidewalk on the East side of the Highway 27 bridge to the sidewalk on the West side of the bridge.

Scope of Work

The following items are included in this proposal:

1. PDEA -Planning
2. Location Surveys
3. Structure Analysis and Design
4. Roadway Design
5. Hydraulics and Stormwater Design
6. Pavement Marking Layout and Design
7. Work Zone Traffic Control Plans

The above scope of work is a summary and will include additional tasks as deemed necessary for the design and construction success of the project. Additional miscellaneous provisions are contained in Attachment "A" being attached hereto and made a part hereof.

Fees, Budget & Schedule

Fees: We propose to provide these services on the following basis:

Lump Sum Fee for:

PDEA- Planning.....	\$8,480.84
Location Surveys.....	\$5,915.39
Structure Analysis and Design.....	\$7,526.75
Roadway Design.....	\$16,431.63
Hydraulics and Stormwater Design.....	\$5,501.95
Pavement Marking Layout and Design.....	\$4,070.80
Work Zone Traffic Control Plans.....	\$5,046.10

Total Lump Sum Fee \$52,973.46

Schedule: TGS will begin work upon receipt of the notice to proceed. The project Milestone Dates are as follows:

Planning and Environmental Document to be Complete:	4/2018
Plans, Specifications and Estimate to be Complete:	2/2019
Right-of-Way Acquisition to Begin:	6/2019
Anticipated Let Date:	7/2020
Anticipated Completion of Project:	1/2022

Terms and Conditions

- 1. Successor and Assigns**
The Client and Consultant each binds himself, his partners, successors, assigns and legal representative to the other party to this LETTER OF AGREEMENT and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this LETTER OF AGREEMENT. Neither the Client nor the consultant shall assign his interest in this LETTER OF AGREEMENT without written consent of the other.
- 2. Time of Essence**
Time is of the essence in this Agreement; therefore, the terms specified in this contract shall be subject to re-negotiation if not executed within 30 days from the date of the LETTER OF AGREEMENT. Further, if this project extends beyond six (6) months from commencement because of delays by the Client or such other reasons beyond the control of the consultant, the fees in this agreement shall be adjusted to reflect current fee schedules.
- 3. Government Approvals**
It is understood that the consulting services to be rendered by the Consultant do not in any way guarantee approval of governmental permits, approvals, licenses, or other necessary actions.
- 4. Additional Work and Changes in Scope of Work**
Additional work requested by the Client or arising from inaccurate or incomplete information furnished by the Client is not included in this fee. It is further understood that if there are client-initiated changes and/or additional governmental requirements that are not covered in the Scope of Work, these changes shall be billed on a time and materials basis according to the current rate schedule.
- 5. Other Services**
Other services of other professionals, such as traffic consultant, architect, soils, or environmental consultants shall be enlisted as necessary with the Client's approval. Their fees shall be resolved at that time and billed directly to the Client.
- 6. Stop Work Order**
Consultant agrees to stop work on this project at the written request of the Client. The Consultant further reserves the right to stop work on this project for cause. "Cause" is defined to include, but without limitation, failure of the client to comply with the provisions of this agreement; failure of the Client to provide necessary information and/or documentation necessary to complete the project; deterioration of working relationship of the parties to the extent it impedes project effectiveness; inability of the parties to re-negotiate the terms of this Agreement according to the provisions contained herein; and failure of Client to bring current accounts 60 days in arrears. Client agrees to pay for all work, according to the records of the Consultant, which are kept on an hourly basis, up to the time Stop Work Order is executed.
- 7. Attorney's Fees**
In the event that any party of this LETTER OF AGREEMENT seeks the assistance of legal counsel to enforce this LETTER OF AGREEMENT, or to maintain or defend any cause of action arising out of or related to this LETTER OF

AGREEMENT, then the prevailing party in such action, demand, arbitration or defense shall be entitled to recover from the other said prevailing party's reasonable attorney's fees incurred, together with costs and expenses.

8. Instruments of Service

Drawings, specifications and other documents, including those in electronic form, prepared by the Consultant are Instruments of Service for use solely with respect to this Project. Consultant shall be deemed the author and owner of all Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. Upon execution of the LETTER OF AGREEMENT, the Consultant grants to the Client a nonexclusive license to reproduce the Consultant's Instruments of Service solely for purposes of constructing, using and maintaining the Project, provided that the Client shall comply with all obligations, including prompt payment of all sums when due, under this LETTER OF AGREEMENT. Any termination of this LETTER OF AGREEMENT prior to completion of the Project shall terminate this license. The Client shall not assign, sublicense, pledge or otherwise transfer any license granted herein to another party without prior written agreement of the Consultant. However, the Client shall be permitted to authorize the Contractor, and its subcontractors, material men and suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the work.

9. Interest on overdue accounts

Consultant will bill for services rendered on a monthly basis or upon the completion of identified tasks. Client shall pay all fees and costs invoiced by the Consultant within 15 days of the date of billing or the account shall be considered overdue. Interest at the annual rate of 18% will be added to subsequent invoicing for all overdue accrued unpaid amounts. Any costs associated with the collection of the bill will be added to the Clients bill.

Acceptance

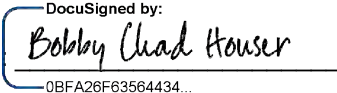
This represents the entire agreement between the Parties with respect to the subject matter hereof and supersedes any previous or contemporaneous oral or written agreements regarding such subject matter. This Agreement may be amended or modified only by a written instrument signed by a duly authorized representative of each Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date set forth above.

Consultant:

TGS Engineers

By: B. Chad Houser

Signature: 0BFA26F63564434...

Date: 8/11/2017

Client

City of Lincoln

Accepted by:

Name: _____
(Please Print Full Name)

Signature: _____

Date: _____

MISCELLANEOUS PROVISIONS (Attachment A)

A. COVENANTS AGAINST CONTINGENT FEES

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

B. DESIGN STANDARDS

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

C. OWNERSHIP OF ENGINEERING DOCUMENTS

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

D. CHANGES IN WORK

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

E. DELAYS AND EXTENSIONS

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

F. TERMINATION OR ABANDONMENT

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

G. DISPUTES

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

H. GENERAL COMPLIANCE WITH LAWS

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

1. Selection of Labor

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

2. Employment Practices

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

- a. The Engineer will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Engineers will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Engineer agrees to post in conspicuous places, available to employees and applicants for

employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.

- b. The Engineer will, in all solicitations or advertisements for employees placed by or on behalf of the Engineer, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.
- c. The Engineer will send to each labor union or representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the City, advising the labor union or worker's representative of the Engineer's commitments under this Section I-2 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Engineer will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- e. The Engineer will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60), and will permit access to his books, records, and accounts by the Secretary of Labor for purposes of investigations to ascertain compliance with such rules, regulations and orders.
- f. In the event of the Engineer's noncompliance with the nondiscrimination clauses of the Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Engineer may be declared ineligible for further Government contracts or Federally-assisted construction agreements in accordance with procedures authorized in Executive Order No. 11246, of September, 1965, and as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60); and such other sanctions may be imposed and remedies invoked as provided in the aforementioned Executive Order No. 11246, or as otherwise provided by law.
- g. The Engineer will include the provisions of the Section 1-2 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.

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

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

- a. **Compliance with Regulations:** The Engineer will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, part 21, through Appendix H and 23 CFR 710.405 (b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made part of this Agreement.
- b. **Nondiscrimination:** The Engineer, with regard to the work performed by it after award and prior to completion of the Agreement work, will not discriminate on the grounds of race, color, or national origin, in the selection and retention of subcontractors, including procurement of material and leases of equipment. The Engineer will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
- c. **Solicitations:** In all solicitations, either by competitive bidding or negotiation made by the Engineers for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor, supplier, or lessor shall be notified by the Engineer of the Engineer's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. **Information and Reports:** The Engineer will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, account, other sources of information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the Engineer or a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Engineer shall so certify to the City as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. **Sanctions for Noncompliance:** In the event of the Engineer's or Contractor's noncompliance with the nondiscrimination provisions of this Section I-3, the City shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

- 1) withholding of payments to the Engineer under the Agreement until the Engineer complies and/or
 - 2) cancellation, termination, or suspension of the Agreement in whole or in part.
- f. Incorporation of Provisions: The Engineer will include the provisions of Section I-3 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Engineer will take such action with respect to any subcontract, procurement, or leases as the City may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Engineer becomes involved in, or is threatened with litigation with a subcontractor, or lessor as a result of such direction, the Engineers may request the City to enter into such litigation to protect the interests of the City, and in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.
- g. For contracts and subcontracts of amounts in excess of \$100,000 the Engineer shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (43 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S.C. 1386), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibits the use under non-exempt Federal contracts, grants, or loans of the facilities included on the EPA List of Violating Facilities. The Engineer shall report violations to the grantor agency and to the U.S.E.P.E. Assistant Administrator for Enforcement (EN-329).

I. SUBLETTING, ASSIGNMENT, OR TRANSFER

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

J. ENGINEER'S ENDORSEMENT OF PLANS, ETC.

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

K. CONTROL OF WORK

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

L. APPROVAL OF PERSONNEL

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

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

SECTION II: PROCEDURES AND COSTS

DIRECT SALARY COST - Direct salary cost is defined as the salaries of all principals, project engineers, inspectors, analysts, secretaries, temporary, and other employees for time directly chargeable to the project, including time involved in authorized travel. Request for reimbursement of direct cost shall be accompanied by copies of time sheets of principals and employees productively engaged in the work under this AGREEMENT.

DIRECT NON-SALARY COSTS - Direct non-salary costs shall include any expenditure required directly in the performance of the project services other than salary costs and may include the following:

1. Living and traveling expenses of employees and principals when away from their home duty station in connection with the project, and within the boundaries of North Carolina, cannot exceed the same in-state rates as those authorized for personnel of the State at the time the expenses are incurred.
2. Communications expenses such as long distance telephone, telegraph, and cable expense applicable to the project.
3. Engineer shall be paid the actual amount of reimbursement made to employees for use of their personal vehicles not to exceed the rate authorized for personnel of the State at the time the expenses incurred. The City will reimburse the Engineer for actual cost of rental vehicles applicable to work under the project.

The Engineer shall include with his request for reimbursement for direct non-salary costs the following substantiating material:

1. A tabulation of miles traveled and the points of origin and destination for private or firm vehicles; receipts for rental vehicles.

2. An itemized statement for each principal or employee for whom subsistence reimbursement is sought. The statement shall set forth:

- a. Name of employee or principal;
- b. Daily tabulation of reimbursable expenses;
- c. Location of subsistence expenditure;
- d. Attached receipted bills for lodging, if claimed.

3. An itemized statement of previously approved non-salary cost directly chargeable to this project to which shall be attached such receipted bills as may be required by the City.

ENGINEER'S OVERHEAD

1. Fringe benefits and overhead costs are defined as the indirect cost which is not directly allowable to the project as a direct salary cost as defined above.

2. The Engineer shall be reimbursed for fringe benefits, cost of capital and overhead on the basis of direct salary costs. The Engineer shall include his request for reimbursement of fringe benefits, cost of capital and overhead costs with the request for direct salary costs. These items are subject to audit in accordance with Part 1-31 Contract Cost Principles and Procedures of the Federal Acquisition Regulations.

ENGINEER'S FEES

The Engineer's fee is defined as a fee to cover operating expenses not included as overhead and profits. For the purposes of the planning and design portions of this agreement, the Engineer's fee will be computed as 9% of the direct salary and overhead.

ARTICLE IV: SUPPLEMENTAL SERVICES

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

ARTICLE V: INFORMATION AND REPORTS

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

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

- A. All data in the hands of the City that can be released that would, in the City's opinion, assist the Engineer in the accomplishment of the work in this project.
- B. All available information on utilities, structures, and other facilities near the sites.
- C. The City may elect at its own discretion to furnish part or all Contract Administration for this project so as to make optimum use of the City's resources.

ARTICLE VII: MISCELLANEOUS PROVISIONS

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

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

Section II: Checking of Shop Drawings

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

Section III: Number of Sets of Plans

The Engineer will provide all copies required by NCDOT and the City.

Section IV: Insurance

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

- (1) General Liability Insurance, including but not limited to coverage for all premises and non-premises operations, independent contractors, broad from property damage

coverage, including explosion, collapse and underground property damage hazards, personal injury liability protection including coverage relating to employment of persons, contractual liability protection, and products and completed operations coverage. This insurance shall provide bodily injury limits of not less than \$1,000,000 for each occurrence and not less than \$1,000,000 in the aggregate, and with property damage limits of not less than \$500,000 for each occurrence and not less than \$500,000 in the aggregate.

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

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

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

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

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

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

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

Section V: Controlling Law

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

Section VI: Successors and Assigns

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

Section VII: Severability

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

Section VIII: Agreement Form

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

ITEM #

13

Lincolnton Police Department



Spillman RMS

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RMS Proposal

What is a RMS

RMS is short for Record Management System. A RMS is a computerized system for the management of records for an organization.

Most RMS Software has a core system and add-on modules. The core system is usually the central database. The add-on modules extend the functionality of the RMS by adding features. Using add-on modules allows RMS Software Developers to sell public safety agencies only the modules they need. For example most police agencies need a module for traffic accidents while most sheriff's departments do not have this need.

Southern Software RMS

The Lincolnton Police Department's current RMS is called Southern Software RMS made by Southern Software. Originally this RMS was called Police Pak. A few years ago Southern Software changed the name. Southern Software RMS was originally bought as a package deal and for this reason the Lincolnton Police Department has access to all the available modules. Considering its limitations Southern Software RMS has worked well for the Lincolnton Police Department.

Limitations

1. **Lack of Innovation** – Southern Software has failed to keep up with the times. While they do provide yearly updates these are often only necessary updates needed to stay compliant with Federal and State reporting requirements. For example two years ago their main update was encrypting user's passwords. The fact is you could take a screenshot of the software in 2006 and a screenshot from the software in 2017 and the only difference you would notice is the name across the top.
2. **Lack of State and National Queries** – Southern Software RMS does not have a query function to access State or National Databases such as DCI and /or NCIC. These queries must be done through another software application.
3. **Lack of Mobile Functions** – Southern Software RMS is simply not made for the mobile user. Our officers use the same Southern Software RMS on their mobile computers as our record clerks use on their desktop computers. They are able to complete incident reports and arrest reports but their no functions built into the software to run state queries such as license plates, driver's license or stolen property. Officers must still rely on dispatch for this information.
4. **Reports and Analytics** – Southern Software RMS provides basic reports. The reporting function is limited and has not been updated since the software was installed in 2006. Over the years a few reports have been added but again this has been limited. Southern Software does not have analytics. Basically, analytics can be defined as information gathered from the analysis

of data. Today, in law enforcement we often hear terms such as Intelligence-Led Policing, Predictive Policing and Smart Policing Initiatives. Each one of these types of policing uses analytics to analysis police data to map crime and direct police resources where they are needed.

5. **User Limitations** – Only one person can work on a report at one-time. Oftentimes more than one officer will respond to a call or investigation. The other officer's must wait until the initial officer completes the report before the other officers can add the information they gathered. The report basically becomes locked.
6. **License Limitations** – Southern Software RMS uses a concurrent licensing system meaning that our Department can only have a certain number of users on the system as we own licenses. The Lincoln Police Department currently owns five licenses to Southern Software so we can have five people on the software at one time. We also have access to a sixth license that Southern Software owns to remote into the system for support. There have been times six licenses is simply not enough. Generally this is not an issue on the weekend but during the week we have a records clerk, records supervisor, evidence clerk, detective secretary and 15 officers that need access to the RMS sometime during the day. Each additional license has a cost and a yearly maintenance cost associated with it. Because of these License Limitations we still allow officers to complete paper reports for supervisors to approve and to be forwarded to investigations.
7. **Paperless Routing** – Southern Software RMS does have limited routing feature that does allow reports to be routed to a supervisor or investigations. Because of the limited function of this feature and the License Limitations we can't require all our officers to use this system.

Spillman Technologies, Inc (Spillman)

Spillman Technologies, Inc is a public safety software developer that has been in business for over 35 years. Spillman Technologies, Inc provides public safety software products, training, support, and services, with more than 1,900 agencies in 43 states nationwide. In 2016 Motorola bought Spillman Technologies, Inc.

Spillman and the Lincoln Police Department

In early 2017 we received a group message from Maiden Police Department inquiring about any agency using an internet based RMS. That internet based RMS was called Nova and made by Spillman.

Maiden Police Department's Chief of Police Tracey Ledford was impressed with the Software. We inquired about the software and were informed that Nova was not right for the Lincoln Police Department because of the size of our Agency. Maiden Police Department is less than half the size of the Lincoln Police Department.

Spillman suggested that we look at their on-premises software called Flex. The inquiry with Spillman ended when we were told the cost of Flex would be in the neighborhood of \$200,000 for a Department our size.

Motorola Solutions

Lincoln County and the Lincolnton Police Department are currently in the process of upgrading our police radios with 800MHZ police radios. Motorola Solutions is the company handling the radio project and we have been working with Scott Hopkins, Motorola Solutions Account Manager. In the spring of 2017 Scott Hopkins learned of our inquiry with Spillman. In 2016 Spillman was bought by Motorola. Scott Hopkins asked us to allow Spillman to do a presentation at the Lincolnton Police Department on their Flex Software at no obligation. We informed Mr. Hopkins the product was too expensive for an agency our size. Mr. Hopkins advised Spillman currently has limited installs in the State of North Carolina and were trying to expand. He advised he thought he could provide the Lincolnton Police Department with a substantial discount on Spillman's Flex Software because of the radio project. We agreed to the no obligation presentation.

The Lincolnton Police Department's Command Staff and Record's Supervisor were impressed with the software. It was far more robust than our current RMS.

Impressive Features

1. **Desktop System and Mobile System** – The Flex Software consisted of both a desktop version of the software and a mobile version that are interconnected.
2. **State and National Queries** – Both the desktop version and mobile version of the Flex Software allowed queries to State Databases such as DCI and National Databases such as NCIC. The system not only allowed you to run queries it also would allow you to copy the data to start a report. We saw this as a big time saving feature.
3. **Driver Licensing Scanning** – Support for hardware driver license scanners. Saving Officers even more time by allowing the officer to run queries automatically by scanning driver licenses.
4. **Incident Reports and Arrest Reports** – Multiple Officers could work on a report at the same time. So officers do not have to wait on the initial officer to finish the report before they can add their supplement. Also officers could create arrest reports inside an incident report without exiting the incident report. Our current system requires the officer to go to a separate module.
5. **Mapping** – The Flex Software would provide mobile users with mapping data concerning the location of calls.
6. **Analytics** – Spillman Flex has Crime Analysis modules that allow mapping of crimes and hotspots. A web-based CompStat Dashboard that provides real-time statistics and crime trends. Staff productivity module that shows information concerning an officer's productivity and statistics.
7. **Innovative** – Spillman Flex seemed to be up-to-date and used a modern interface that was customizable for each individual user.
8. **Site License** – All of Spillman Flex modules are licensed per site which means all of our officers could use the software at the same time. In addition, the Department would never have to pay for additional officers if we expanded our personnel in the future.

9. **Evidence** – Barcoding of Evidence. Auditing of evidence using handheld device. Electronic signature for evidence control with .PDF files created capturing the signature.
10. **Paperless Routing** – Spillman has a system for routing reports for supervisor approval and investigations. The system has a built in messaging system that makes this feature more robust. Supervisors can clearly indicate what needs to be fixed on reports. This feature along with the unlimited licenses will allow the Police Department to become more efficient and move toward a true electronic records system.

Cost

Spillman submitted the Lincoln Police Department a quote of \$212,500.00 for the software and training. The quote for yearly maintenance there afterwards is \$26,460.00 a year. This quote was then submitted to Scott Hopkins at Motorola.

Scott Hopkins was able to provide a discount of \$138,750.00 because of the radio project for the initial cost and \$11,000 discount for the year maintenance.

Initial Cost:

Base Cost:	\$212,500.00
Radio Discount:	-\$138,750.00
Discounted Cost:	\$73,750.00

Year Two Cost:

Base Cost:	\$26,460.00
Radio Discount:	-\$11,000.00
Discounted Cost:	\$15,460.00

Year Three Cost:

Base Cost:	\$17,506.00
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Cost Options

Spillman has agreed to provide the City of Lincoln with two payment options.

Payment Option 1

At the start of the contract the City of Lincoln would pay Spillman \$36,875.00. July 2018 the City of Lincoln would pay Spillman \$36,875.00.

Payment Option 2

The City of Lincoln would pay Spillman nothing until July 2018 at which time the City of Lincoln would pay Spillman \$73,750.00.

Long-Term Cost

Maintenance (Support and Upgrades)

To keep the maintenance cost down in the second year Spillman has agreed to waive the maintenance cost on the Evidence Management Module and the Evidence Barcode and Auditing Module.

The second year maintenance cost of \$15,460.00 would be due around August of 2019.

The third year maintenance cost would be \$17,506.00 including the Evidence Management Module and the Evidence Barcode and Auditing Module plus 4% annual increase. This would be due around August of 2020.

Note: According to Spillman, annual maintenance could increase 0% to 4% with a maximum of 7% a year.

Spillman Maintenance Cost vs Southern Software Maintenance Cost

We currently spend \$3022.00 or \$604.40 per user (\$3022.00/5) for maintenance (support and upgrades) with Southern Software. As mentioned above Southern Software licenses are based on concurrent users which means we are licensed to have 5 users on the system at one-time. If we were to obtain a license for every officer in the Department it would cost approximately \$23,800.00 upfront and based on the current maintenance cost of 604.40 the yearly maintenance would be over \$19,000.00. However, I do believe they would discount this closer to \$15,000.00.

The second year maintenance (support and upgrades) for Spillman is \$15,460.00 or \$386.50 per user (\$15,460.00/40). Since Spillman is a site license we are able to allow all 33 full-time Officers, 2 Part-time Officers and 5 Support Personnel to use the system at the same time. We can also add more users in the

Other Costs

Server Software Upgrade

We would have to upgrade our server software to Windows Server 2012R2 and increase the memory of our server. Chris Jones with our IT advised our server already has enough memory and the software upgrade would be approximately \$750.00. He advised he would create a separate virtual server for the new system which would not affect our old system. We would cover this upgrade expense in our current budget.

Driver License Scanners

This cost does not include Driver License Scanners. The cost for a new Driver Licenses Scanner is approximately \$350.00 to \$500.00. Refurbished Driver Licenses Scanner can be found for \$150.00 to \$250.00 depending on the model. The Department would add Driver Licenses Scanners each year depending on our normal equipment budget. Hopefully, in the future the Driver Licenses Scanner could be part of the vehicle equipment when we purchase new vehicles.

Add-On Modules

There are three additional modules that are not included in the price that we believe would be a benefit to the Department. These modules could be added at a later time if necessary.

1. Personnel (Initial Cost: \$8,777.00, Maintenance \$915.00)
 - Stores all information in and accessed from one central repository
 - Prevents redundant entry of information based on system-wide integration
2. Equipment (Initial Cost: \$4,238.00, Maintenance \$764.00)
 - Tracks the condition, location, history, and upkeep department equipment
 - Calculates operating costs and equipment value; tracks warranty, manufacturer, and vendor information
3. Fleet Management (Initial Cost: \$2,637.00, Maintenance \$457.00)
 - Manages fleet vehicle licensing, maintenance, repair, oil service mileage, fuel, registration, inspections, identification, and unit assignment information. **Note: This module may be obsolete with our new leasing program.**

Possible Funding Sources

We have identified some possible funding sources already in our current budget to help offset the initial cost of the software. We can identify a possible \$35,888.30 from our current budget and \$3,022 from next year's budget.

Current Budget

Radio Project

\$260,000.00 was budgeted for the 800MHZ Radio Project. The cost for the radios is \$244,111.70 before taxes. The difference is \$15,888.30.

Grants Budget

We currently have two budget line items designated for matching Grants, 10-10-4310-600 Grants – Capital Expenses for \$10,000 and 10-10-4310-601 Grants – Equipment Other for \$10,000. The Department would agree not to seek any grants during this budget year to free up the \$20,000.

2018/2019 Budget

Southern Software Maintenance

The new system would be implemented by July 2018. The new system would not have a maintenance fee until approximately August 2019. We would not need to pay the Southern Software Maintenance fee of \$3022.00 for budget year 2018/2019.

Timeline

Motorola Solutions has advised they have a deadline of September 30, 2017, the end of their third quarter. To meet this deadline we are requesting the following:

- Item needs to be placed on the City of Lincolnton Council's Agenda for the Thursday, September 7, 2017 meeting.
- We are requesting approval from Council be given to the City Manager, giving him the right to sign the contract, without having to go back to council again, following a successful negotiation and review by our legal and finance departments. Note: Spillman and Motorola have seen this work in many places and would help with wording if needed.

RFP

Spillman has advised us they believe this contract would not require a RFP because it is a very compelling Sole Source because it is essentially part of the radio project. The quote for the software includes a "Radio Project" discount.

Spillman Flex (Services and Modules Included)

Basic Features

- **Full Site License:** The Police Department will be given a FULL site license for ALL modules including Mobile. This is unique to Spillman and means that additional license will not need to be purchased as headcount increases.
- **Upgrades & Enhancements Included:** All Spillman customers are entitled to free system upgrades and enhancements for the life of our partnership with an executed Services Agreement.
- **Ongoing Training:** The Police Department will have access to Spillman's online Learning Management System (LMS).
- **First Year Maintenance & Warranty Included:** First-year maintenance, comprehensive 12-month warranty and unlimited standard business-hour support are included with the purchase.
- **All Professional Services Included:** This quote includes all project management, administrator training, end user training, Go-live and refresher Go-live. All on-site services include travel and per diem; no hidden costs.

Spillman Modules

Spillman System Core

At the core of Spillman's system is our Integrated Hub, a single-source database where information is referenced by all modules. Using a centralized database, all information is entered, stored, and then extracted in real time from one location. Spillman's Integrated Hub allows all applications in the system to reference the same repository of information. This modular design eliminates complicated "internal" interfaces users from duplicating data entry, which saves time and ensures data accuracy.

Core Modules

Integrated Hub

- Stores all system information, which can be accessed from one central repository. (Master name, vehicle and property)
- Prevents users from duplicating data entry, saving time and ensuring accuracy

Sentryx GIS (Geobase) – Address Verification

- Interfaces directly with the Esri ArcGIS server
- Optimizes agency responses through accurate & verified geographic information

Visual Involvements® (Link Analysis)

- Links an unlimited number of related items and records across the system

Reporting

- Includes more than 2,000 preformatted reports that support the tracking and maintenance of critical information
- Creates ad hoc reports in third party systems such as Microsoft Excel and Crystal Reports based on ODBC compliance

File Attachments

- Accommodates unlimited file types (i.e., images, sound clips, videos)
- Incorporates media files directly into the records housed in the system

Case Management

- Tracks detailed status information for cases from beginning to end
- Leverages Involvements® to link information on all persons, property, and vehicles associated with a case

Message Center

- Supports sending and receiving of agency-wide email and instant messaging
- Displays scrolling BOLOs and other alerts along the bottom of the screen

North Carolina StateLink – State and National Queries (State Database/NCIC)

- Accesses wanted persons information, warrants, stolen vehicles, missing persons, criminal histories, vehicle registrations, driver license information, and other critical data

View-only Workstations

- Grant unlimited view-only licenses to outside departments at no additional cost
- System administrators may restrict security privileges to determine which tables can be accessed

Training Database

- Educates users without jeopardizing data on the live system
- Allows users log on to the live or training database directly from workstations
- Learning Management System (LMS)
- Provides online training courses on Spillman modules
- Great way to train new users and to help seasoned users to brush up on best practices

Records Management System (RMS)

Spillman's integrated system allows users to maximize the use of information throughout the entire records management process while maintaining data integrity and improving efficiency. Spillman's Law Records Management System consolidates all law incident records into a single database and allows users to easily generate incident and case management reports.

RMS Modules

RMS (Law Records)

- Consolidates all law incident records into one database and provides easy-to-generate management reports
- Tracks complaints, victims, offenders, suspects, witnesses, evidence, vandalism, arson, vehicles, or stolen property

North Carolina IBR Reporting Interface

- Enables agencies to easily compile detailed crime summary and activity information such as offenses, arrests, and law incidents for submitting IBR reports that meet state and federal standards
- Automatically retrieves data from the Spillman system for report generation, eliminating any manual or redundant efforts to create these reports

Traffic Information

- Delivers consistent, accurate data for shaping sound traffic safety procedures
- Monitors activity on your roadways and generates quantifiable reports for traffic management

Accident Interface

- Allows users to complete accident reports and then populate the Spillman accident table to allow for easy reporting and analysis.

Evidence Management

- Maintains complete and accurate chain of custody for all evidence received

- Records changes in location, status, and custodian of evidence items, providing a detailed history item receipt through its release or disposal

Evidence Barcode and Audit

- Allows for simplified data entry, precise labeling, and hand-held auditing of storage locations
- Enables users to easily inventory and audit evidence using a handheld barcode reader

Spillman Mobile

Spillman's RMS module is fully integrated with Spillman Mobile solution, which allows for access to critical data in real time and improves efficiencies for officers in the field. Because all modules are completely integrated, alerts, warnings, and historical information appear with all relevant records, allowing users to make informed, split-second decisions. Spillman's Automated Field Reporting and single search capabilities allow users to instantly search local databases, as well as state and national databases with a single query.

Mobile Modules

Mobile Records

- Provides field system data access without officers leaving the vehicle or requiring dispatcher assistance
- Allows users to search names, vehicles, incidents, property, wanted persons, & more than 20 other types of records

Mobile Law and Field Interview Forms

- Enables officers to quickly complete forms directly from the patrol vehicle
- Stores Spillman RMS form information, electronically routed for approval

Mobile Arrest Forms

- Create detailed arrest records while filing incidents in the field
- Seamlessly transfer arrest data to the receiving corrections agency
- Quickly attach multiple offender records without duplicating work
- Capture accurate data for reports while the events are fresh

Mobile State and National Queries (State Database/NCIC)

- Allows users to search databases for name, vehicle, property, guns, and wanted person records and images
- Perform state and federal searches simultaneously with one query

Driver License Scanning Interface

- Gives officers the ability to scan a driver license, automatically populate Mobile search screens with the driver's name, date of birth, address, physical description, and driver license identification number
- Automatically queries the local database as well as state and National Crime Information Center (NCIC) databases

Crime Analysis

Spillman's crime analysis tools allow agencies to maximize historical data by identifying crime trends, hotspots, and patterns from using information in the Spillman database. This information affords the ability to monitor the health of their organizations and make informed decisions about how to best utilize agency resources and personnel. The integration found in Spillman's unique Single-Source Database delivers the use of current, accurate, and assessable data, which is essential for the proactive deployment of resources.

Crime Analysis Modules

Pin Mapping

- Plots jurisdictional crime data gathered in the system on a geographic pin map
- Allows access to any piece of data, record, or a combination of fields from any point on the map
- Provides accurate and timely data to analyze incidents and crime trends
- Supports crime investigations with powerful searching capabilities that access critical information for effective decision-making, rapid deployment tactics, and prompt assessments

CompStat Dashboard

- Identifies crime trends for determining best use of agency resources
- Calculates statistics and presents information in an easy-to-analyze format without having to run multiple reports

Command Staff Productivity

- Provides administrators with easy visibility into each officer or deputy's performance and statistics
- Administrators can pull statistics regarding incidents such as accidents, arrests, citations, and warnings



August 28, 2017

Captain Brian Greene
 Lincolnton Police Department
 627 E Main St
 Lincolnton, NC

Dear Captain Greene,

Spillman is pleased to provide this price proposal for our public safety software solution to Lincolnton Police Department. Spillman offers long-term value that no one else in the industry can fully duplicate, and we do it in a number of ways. Please consider the following while reviewing this price quote:

- **Full Site License:** The Police Department will be given a FULL site license for ALL modules including Mobile. This is unique to Spillman and means that additional license will not need to be purchased as headcount increases.
- **Upgrades & Enhancements Included:** All Spillman customers are entitled to free system upgrades and enhancements for the life of our partnership with an executed Services Agreement.
- **Ongoing Training:** The Police Department will have access to Spillman's online Learning Management System (LMS).
- **First Year Maintenance & Warranty Included:** First-year maintenance, comprehensive 12-month warranty and unlimited standard business-hour support are included with the purchase.
- **All Professional Services Included:** This quote includes all project management, administrator training, end user training, Go-live and refresher Go-live. All on-site services include travel and per diem; no hidden costs.

This pricing includes the modules that we identified during our conversations and during the demo that are important for your agencies. The price will change if you decide to add or remove modules. A summary of the purchase price for all modules identified in the proposal is as follows:

	Software & Services	2 nd Year Maintenance
<u>Spillman Hub, RMS & Analytics</u> <i>Integrated Hub</i> <i>Sentryx GIS (Geobase) – Address Verification</i> <i>Visual Involvements® (Link Analysis)</i> <i>Reporting</i> <i>File Attachments</i> <i>Case Management</i> <i>Message Center</i> <i>North Carolina StateLink – State and National</i> <i>Queries (State Database/NCIC)</i> <i>View-only Workstations</i> <i>Training Database</i>		

Learning Management System (LMS)		
RMS (Law Records)		
North Carolina IBR Reporting Interface		
Traffic Information		
Accident Interface		
Pin Mapping		
CompStat Dashboard		
Command Staff Productivity		
Barcode Equipment Bundle	\$2,535	\$0
Evidence Management	\$6,644	\$915
<u>Evidence Barcode and Auditing</u>	<u>\$4,019</u>	<u>\$458</u>
Total Evidence	\$13,198	\$1,373
(Evidence Maintenance to be added in year three – See maintenance table below)		
Total Spillman Hub, RMS & Analytics:	\$181,508	\$20,995
<u>Spillman Mobile</u>		
Mobile Records	\$6,670	\$1,154
Mobile State & National Queries	\$6,670	\$1,154
Mobile Arrest Form	\$6,070	\$1,154
Mobile Field Report with Field Interview	\$7,831	\$1,543
Driver License Scanning Interface	\$3,750	\$460
Total Spillman Mobile:	\$30,992	\$5,465
Total Price:	\$212,500	\$26,460
Radio Project Participant Discount:	-\$138,750	-\$11,000
Total Price w/ Discount:	\$73,750	\$15,460

Note 1: Offer is valid until September 25th 2017

Note 2: Maintenance fees will be invoiced according to the schedule below.

Year	Base
One	Included with Purchase
Two	\$15,460
Three (Includes Evidence and 4% Annual Increase)	\$17,506

Milestone Payments will be made according to the following schedule:

Milestone	Payment
Contract Signing	\$36,875
System Go Live (Not prior to 7/1/18)	\$36,875

Please note that the following items are not included in this pricing:

- Server and networking hardware
- Workstations, laptops and handheld devices
- Esri mapping license and server (typically available through your county license)
- Driver license scanners
- Data conversion from previous system
- Interface to any specific fire records or CAD software
- Taxes, if applicable, have not been included

We are excited for the opportunity to partner with you on this project and are confident that our software solution can make a significant positive difference for your agency and your community.

Sincerely,

A handwritten signature in blue ink, appearing to read "D. Hut", with a stylized flourish at the end.

Doug Hut
Field Sales Executive
801.674.5806
dhut@spillman.com

Spillman Modules

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Evidence Barcode and Audit

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- Enables users to easily inventory and audit evidence using a handheld barcode reader

Barcode Equipment Bundle - Includes:

- Datalogic Memor Scanner – Part # 944250005
- Datalogic Cradle – Part # 94A151111
- Datalogic Gryphon USB Scanner – Part # GD4330
- Zebra GK420t Thermal Transfer Printer - Part # GK42-102210-000 2.5" x 1.5" Thermal transfer polyester label. 1.5" inner core, 4.37" outer diameter

Spillman Mobile

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ITEM #

14

AGREEMENT OF SALE AND PURCHASE

THIS AGREEMENT is made this ____ day of _____, 2017 (the “Effective Date”), by and between the City of Lincolnton, a body corporate and politic authorized pursuant to the laws of the State of North Carolina (hereinafter referred to as “Seller”), and Lincoln County, a body corporate and politic authorized pursuant to the laws of the State of North Carolina (hereinafter referred to as “Purchaser”) (“Seller” and “Purchaser” collectively referred to as the “Parties”);

RECITALS

WHEREAS, the Parties own the Subject Property (as that term is defined below), which Subject Property comprises a portion of the land leased to the Lincolnton-Lincoln County Airport Authority (the “Authority”);

WHEREAS, the Parties desire that the Subject Property be further developed and improved so that the said Airport may attract additional users and clientele (the “Airport Improvements”); and

WHEREAS, to effect this purpose, it is desirable that the Purchaser hold sole title to the Subject Property in fee simple;

WHEREAS, Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, Seller’s interest in the Subject Property.

ARTICLE 1. Agreement to Sell and Purchase

Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller, subject to the terms and conditions of this Agreement, all and the full contents of that real property described more specifically below:

See Exhibit “A,” attached hereto.

1.1. The term “Subject Property,” as hereinafter used, shall mean all property, whether real or personal, set out in this Article and described above. The parties acknowledge that the Subject Property is collectively owned by Seller and Purchaser as tenants in common, and that by and through this Agreement Seller conveys its undivided ownership interest in the collectively owned Subject Property.

ARTICLE 2. Purchase Price

2.1. The total purchase price (hereinafter referred to as “Purchase Price”) for the Subject Property shall be \$225,000.00.

2.2. The Purchase Price shall be paid as follows:

a. \$1,000.00 to be paid by the Purchaser to counsel for the Seller (the “Earnest Money”);

b. \$224,000.00, to be paid on the Closing Date as defined herein by delivering to the Seller a certified check or other good United States federal funds payable to the order of the Seller in the sum of the remaining balance of the Purchase Price.

ARTICLE 3. The Closing

3.1. The consummation of the sale transaction is referred to herein as the “Closing.”

3.2. The Closing shall take place on or before thirty (30) days following the Feasibility Deadline (as defined in Article 6 of this Agreement), the exact time and place of Closing to be mutually agreed upon by Purchaser and Seller.

3.3. At the Closing, Seller shall deliver to Purchaser:

a. A General Warranty Deed fully executed by Seller in recordable form and conveying Seller’s interest in the Subject Property to Purchaser free and clear of all encumbrances to title (except Title Exceptions approved by Purchaser);

b. “Non-Foreign Affidavits” as required under Section 1445 of the Internal Revenue Code;

c. Assignments and other documents and instruments as may be reasonably required by Purchaser to assign to Purchaser all of Seller’s right, title and interest of whatever nature in and to the Subject Property;

d. A lien affidavit in a form satisfactory to the title insurance company chosen by Purchaser to insure title to the Subject Property;

e. An executed Purchase and Sale Closing Statement; and

f. Such other documents and instruments as may be reasonably required by Purchaser to effectuate the Closing of the transaction herein contemplated.

3.4. At the Closing, Purchaser shall deliver to Seller:

a. Currently available United States federal funds in an amount equal to the remaining

balance of the Purchase Price;

b. A Purchase and Sale Closing Statement; and

c. Any such documents and instruments as may be reasonably required by Seller to effectuate the Closing of the transaction herein contemplated.

3.5. The costs and premiums for all title search and exam fees, update fees, title insurance commitment fees, title insurance commitments and policies, and title insurance endorsement fees, shall be paid by Purchaser.

3.6. Possession of the Subject Property shall be given to Purchaser on the Closing Date, free from any claims of possession whatsoever.

3.7. The Closing shall be held at the office of Purchaser's attorney or such other place as the parties hereto may mutually agree; provided, however, all parties hereto agree that the Closing may be conducted in escrow without any applicable parties having to be physically present at the Closing, but may instead participate by making all deliveries required to be made by hand delivery or mail to the applicable closing attorney on or prior to the date of the Closing.

ARTICLE 4. Representations, Warranties, Covenants and Agreements of Seller

4.1. Seller represents, warrants, covenants and agrees to and with Purchaser the following, which representations and warranties are presently true and correct and which shall be true and correct at the time of Closing, all of which are a material inducement for Purchaser entering into this Agreement, and which shall survive the closing of this transaction:

a. The Subject Property is free and clear of all liens and encumbrances, except for those which will be paid off or released by Seller at or prior to closing;

b. There are no suits, judgments, tax liens, executions, bankruptcies or other actions, pending or threatened against the Seller, or which might affect the Subject Property;

c. There is no dispute with anyone concerning location of property lines or corners and there are no encroachments of improvements onto the Subject Property from adjacent properties and no encroachments of improvements from the Subject Property onto adjacent property;

d. Seller has no knowledge of any action or proceeding pending, threatened or instituted for the condemnation of any part of Subject Property nor any adjacent property, nor has Seller received from any governmental agency any notification of any pending public improvements relating to the Subject Property nor any adjacent property or requirements with respect to any repairs, replacements or alterations to Subject Property that have not been satisfactorily made;

Seller further covenants that there are no pending assessment liens other than usual ad valorem taxes of any nature against the Subject Property;

e. The Subject Property is accessible from public roads, and there is adequate ingress and egress to and from the Subject Property from public roads;

f. To the best of Seller's knowledge, Seller is unaware of any latent defect regarding the Subject Property such as sinkholes or other conditions which would materially affect the use of the Subject Property as contemplated by Purchaser or otherwise;

g. To the best of Seller's knowledge, the Subject Property does not or shall not contain (i) asbestos in any form, (ii) urea formaldehyde foam insulation, or (iii) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any federal, state, county, regional or local authority or which, even if not so regulated, may pose a hazard to the health and safety of the occupants of the Subject Property or the owners of property adjacent thereto;

h. To the best of Seller's knowledge, the Subject Property complies in all respects with applicable environmental laws, regulations and court or administrative orders, there are no pending claims or threats of claims by private or governmental or administrative authorities relating to environmental impairment or regulatory requirement, and there are no areas on the Subject Property where hazardous substances have either been disposed of, released or found;

i. Seller will take no action from the date hereof to the Closing Date which would result in the creation of any lien or encumbrance on the Subject Property, will not perform any grading or excavation, construction or removal of any improvements or make any other change or improvement to the Subject Property, and will not commit any waste or nuisance upon the Subject Property. Should Seller be required to conduct site work on the Subject Property during the term of this Agreement, Seller shall provide written notice to Purchaser; and

j. Seller will cooperate with the Purchaser's title insurance company and will present evidence and execute and deliver such documents and instruments as may be reasonably required by the Purchaser's title insurance company to cure and/or eliminate those defects as set forth in the title opinions that Seller agrees to cure.

ARTICLE 5. Conditions Precedent to Closing

5.1. Purchaser shall have until the Feasibility Deadline (as hereinafter defined in Article 6) to:

a. satisfy itself that there exist no restrictions on the Subject Property that would affect or

restrict the utilization of the Subject Property as contemplated by Purchaser;

b. satisfy itself that all municipal, county, state, federal and/or other governmental permits and licenses as may be necessary for the utilization of the Subject Property as contemplated by Purchaser have been obtained or are capable of being obtained;

c. satisfy itself that the surface and subsurface of the Subject Property are suitable for the utilization of the Subject Property as contemplated by Purchaser;

d. satisfy itself that utilities are available to the Subject Property for the utilization of the Subject Property as contemplated by Purchaser;

e. satisfy itself that water, sanitary sewer and stormwater drainage are available to the Subject Property for the utilization of the Subject Property as contemplated by Purchaser;

f. satisfy itself that the utilization of the Subject Property as contemplated by Purchaser will not be in violation of any municipal, county, state and/or federal governmental law, rule or regulation;

g. satisfy itself in all other respects that the Subject Property can be utilized as contemplated by Purchaser, and is otherwise satisfactory to the Purchaser's needs;

h. satisfy itself as to whether or not the Subject Property is or may be in violation of any environmental cleanup responsibility law and/or whether or not any environmental cleanup responsibility law affects the transfer of the Subject Property and, if applicable, to receive from the appropriate governmental authority pursuant to any such law affecting the transfer of Subject Property either (i) a determination, satisfactory to Purchaser, that the Subject Property and the transaction is not subject to the law, or (ii) a determination, satisfactory to Purchaser, that the Subject Property and the transaction satisfies the requirements of the environmental cleanup responsibility law without the need for any cleanup of hazardous substances or wastes at the Subject Property;

i. satisfy itself that the title to the Subject Property is clear, free of all defects and encumbrances, and in a state and manner which will not hinder the Purchaser's development of the Subject Property as contemplated by Purchaser; and

j. Obtain the approval of the Lincoln County Board of Commissioners for this Agreement and the transaction contemplated herein.

Purchaser and Seller acknowledge and agree that, as used in this Agreement, the phrase "utilization of the Subject Property as contemplated by Purchaser" and the phrase "satisfy itself" contemplates Purchaser reaching decisions in its sole and absolute discretion, and that all of the

above conditions precedent to closing are for the sole benefit of Purchaser.

5.2. In the event Purchaser, in its sole and absolute discretion, determines that any condition precedent to closing is not capable of being satisfied on or before the respective date described above, then, unless such condition precedent is waived in writing by Purchaser, Purchaser shall provide written notice to Seller of its intent to terminate this Agreement and the Earnest Money shall be refunded to Purchaser, and neither party shall be under any further obligation for any indemnification obligations contained herein.

5.3. This Agreement is further conditioned upon the occurrence of the following events, the failure of which would allow either Party, in its discretion, to terminate this Agreement:

- a. Approval of this Agreement and the transaction contemplated thereby by the Lincolnnton City Council and the Lincoln Counby Board of Commissioners;
- b. The execution by the Authority of that Lease Agreement attached hereto as Exhibit “B.”

5.4. All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed for a period of one year. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Purchaser such other documents and instruments, and take such other action as Purchaser may reasonably request or as may be necessary to more effectively transfer to Purchaser the Property described herein in accordance with this Agreement.

ARTICLE 6. Feasibility Deadline

6.1. Notwithstanding any other provision of this Agreement to the contrary, the Purchaser shall have the right to terminate this Agreement pursuant to Section 6.1 herein by giving written notice of termination to the Seller at any time prior to 450 days from the Effective Date (said date herein referred to as the “Feasibility Deadline”), if the Purchaser determines, in its sole discretion, that the conditions precedent to Closing described in Article 5 herein are not met. If the terminating party timely and properly exercises such election, then this Agreement shall terminate, the Earnest Money shall be immediately refunded to Purchaser, and neither party shall be under any further obligation to the other.

ARTICLE 7. Obligations to Close and Failure of Performance

7.1. Purchaser’s obligation to close the transaction contemplated herein is expressly conditioned upon:

a. all of Seller's covenants and agreements provided for herein being fully performed, observed and complied with;

b. all of Seller's representations and warranties provided for herein being true and correct as of the date of execution hereof and as of the Closing; and

c. all conditions precedent to Closing being fulfilled as set forth in Section 6.1 hereof.

7.2. Seller's obligation to close the transaction contemplated herein is expressly conditioned upon:

a. all of Purchaser's covenants and agreements provided for herein being fully performed, observed and complied with; and

b. all of Purchaser's representations and warranties provided for herein being true and correct as of the date of execution hereof and as of the Closing.

c. all conditions precedent to Closing being fulfilled as set forth in Section 7.1 hereof.

7.3. In the event either party brings an action to enforce its rights hereunder, the costs of such action, including reasonable attorney's fees of the prevailing party, shall be borne by the non-prevailing party.

ARTICLE 8. Miscellaneous

8.1. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

8.2. Offer and Acceptance. This Agreement constitutes an offer by Purchaser to purchase the Subject Property on the terms and conditions and for the Purchase Price stated herein. Unless sooner terminated or withdrawn by notice in writing to Seller, this offer shall automatically lapse and terminate at 5:00 P.M. five (5) days after execution of this Agreement by Purchaser, unless, prior to such time, Seller has returned two (2) fully executed copies of this Agreement.

8.3. Notices. All notices and communications hereunder shall be in writing and signed by a duly authorized representative of the party making the same. All notices shall be deemed effective when delivered personally or when deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, addressed as follows:

If to Seller, then to:
City Manager

P.O. Drawer 617
Lincolnton, NC 28093-0617

With a copy to: Thomas J. Wilson Jr., PA
212 East Water Street
Lincolnton, North Carolina 28092

If to Purchaser, then to:
County Manager
115 W. Main St.
Lincolnton, NC 28092

With a copy to: The Deaton Law Firm, PLLC
Attn: Wesley L. Deaton
PO Box 2459
Denver, NC 28037

The names and addresses for the purposes of this paragraph may be changed by giving written notice of such change in the manner herein provided for giving notice. Unless and until such written notice is actually received, the last name and address stated by written notice or provided herein (if no such written notice of change has been received) shall be deemed to continue in effect for all purposes hereunder.

8.4. Real Estate Commissions. Each party represents to the other than it has not hired a real estate agent as either a listing or sales agent, and each party further agrees to indemnify and hold harmless the other party from any of its respective agent's claims for commissions.

8.5. Entire Agreement. This Agreement constitutes the entire agreement between the parties as to the matters contemplated therein, and may not be altered, amended or waived except for an instrument in writing signed by all of the parties hereto.

8.6. Time. Time is of the essence as to each and every provision of this Agreement.

8.7. No Agency. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Agreement.

8.8. Counterparts. This Agreement may be executed in any number of counterparts,

each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same instrument.

8.9. Construction of Agreement. All parties hereto acknowledge that they have had the benefit of independent counsel with regard to this Agreement and that this Agreement has been prepared as a result of the joint efforts of all parties and their respective counsel. Accordingly, all parties agree that the provisions of this Agreement shall not be construed or interpreted for or against any party hereto based upon authorship.

8.10. Partial Invalidity. In the event that any paragraph or portion of this Agreement is determined to be unconstitutional, unenforceable or invalid, such paragraph or portion of this Agreement shall be stricken from and construed for all purposes not to constitute a part of this Agreement, and the remaining portion of this Agreement shall remain in full force and effect and shall, for all purposes, constitute this entire Agreement.

SIGNATURE PAGE TO FOLLOW

CITY OF LINCOLNTON

By: _____(SEAL)

LINCOLN COUNTY

By: _____(SEAL)
Bill Beam, Chairman of the Board of Commissioners

F:\wpdata\wldeaton\WDEATON\Lincoln County\Airport Authority Agreement\City buyout of acreage\PUrchase Agreement.v2.doc

EXHIBIT "A"
(PROPERTY DESCRIPTION)

Seller's one-half undivided interest in and to the following tract or parcel of land:

EXHIBIT “B”
(Airport Authority Lease Agreement)

ITEM #

15

NORTH CAROLINA

LINCOLN COUNTY

THIS AGREEMENT is made and entered into this ____ day of _____, 2017 (the "Effective Date"), by and between the COUNTY OF LINCOLN (hereinafter called the "County,"), a body corporate and politic authorized pursuant to the laws of the State of North Carolina and the CITY OF LINCOLNTON (hereinafter called the "City"), a municipal corporation organized under the laws of the State of North Carolina;

RECITALS:

- A. Lincolnton-Lincoln County Airport (the "Airport") has been controlled by the Lincolnton-Lincoln County Airport Authority (the "Authority"), a body corporate and politic funded in part by the City and in part by the County;
- B. The property upon which the Airport is located (the "Airport Property") is jointly owned by the City and County, and is leased to the Authority;
- C. The City desires to be relieved of some of the responsibility of funding the Authority and many of the further responsibilities for the maintenance and upkeep of the Airport and the Airport Property;
- D. The Airport lacks the capacity to provide additional hangar space and further lacks available level ground to accommodate hangars accessible to its runway, and the County is willing to fund a grading project to expand the Airport, provided the City transfers control of the Authority to the County and transfers its interest in the Airport Property as further provided hereunder;
- E. Prior to the execution of this Agreement, the City and County petitioned the North Carolina General Assembly, by and through their local state senator and representative, to submit as concurrent bills in the Senate and House, that local legislation in substantially the format shown in Schedule "A," attached hereto (the "Local Legislation");
- F. The Local Legislation has now been passed as NC Session Law 2017-104;
- G. The County and the City have power pursuant to N.C.G.S. §153A-445(a)(1) and Article 20 of Chapter 160A of the North Carolina General Statutes to jointly exercise any function which they have been granted the power to exercise alone or to contract with the other for the exercise of any governmental function which they have been granted the power to exercise alone and to enter into contracts or agreements to specify the details of these joint undertakings; and
- H. The parties believe that it would be to their mutual advantage as well as to the advantage of all the citizens of the County and the City for the City and County to enter into this Agreement provided hereunder.

NOW, THEREFORE, in consideration of the mutual covenants of the parties hereto and for the purposes aforesaid, it is hereby agreed between the County and City as follows:

1. Ownership of the Airport Property shall be transferred to the Authority by special warranty deeds executed by the City and the County to the Authority, except for the Excluded Property defined below.
2. Ownership of approximately 59.03 acres of land acquired by the Authority in 1997 and 2003 and subsequently transferred to the City and County as tenants in common (the "Excluded Property") shall be excluded from the above-referenced transfer, and instead the City shall transfer its one-half undivided interest in the

Excluded Property to the County by special warranty deed. After taking full title to the Excluded Property, the County shall, at its own cost, grade and construct access improvements to the Excluded Property and shall thereafter lease approximately 40 acres of the Excluded Property to the Authority for a nominal sum on a year to year basis. The County shall further petition the North Carolina Department of Transportation Aviation Division to release that portion of the Excluded Property not so leased (the "Airport Business Park Property") from any state grant funding restrictions that may encumber such portion.

3. Any operating deficit of the Authority arising from the Airport shall thereafter be funded proportionately by the City and County in proportion to the rate at which received sales taxes are allocated, as the same may be periodically calculated and allocated. By way of clarification, and not limitation, both the City and County have been Sponsors of the Airport and its Federal Aviation Administration applications and licenses (as the term "Sponsors" is defined by the applicable Federal Aviation Administration regulations), and nothing in this Agreement shall be deemed to release either the City or the County as a Sponsor.

4. The Authority shall be responsible for undertaking capital improvements upon the Airport (the "Improvements"). If the Authority desires to finance any such Improvements, the County may, but is not required to, guarantee such financing.

5. The County shall dedicate all property tax revenue arising and collected from the Airport, Airport Annex and Airport Business Park, as well as all personal property and aircraft whose tax situs is the Airport, Airport Annex or Airport Business Park, to the repayment of the amounts expended or financed by the Authority for the Improvements, to the extent that direct revenue from the Improvements does not completely pay for the costs thereof. At such time that the Improvement costs have been recovered, the County shall, on an annual basis, transfer an amount equal to a portion of such Property Tax revenue to the City, in the same ratio as the sales tax revenue is allocated in Section 5 herein.

6. In any fiscal year in which the Airport:
- a. Generates operating surplus exceeding 15 percent of revenues; and
 - b. Possesses unrestricted net assets whose value exceeds 60 percent of annual revenues;

The Authority will transfer any such excess operating surplus as Payment in Lieu of Taxes to the parties equally.

7. The County shall, at no charge, provide accounting, finance and human resource services to the Authority, and shall provide the same health and retirement benefits to Authority employees as if they were County employees, except that those costs, as well as salaries, will be reimbursed to the County by the Authority on a monthly basis.

8. The Authority's board shall be reconstructed as a five member board, with one member appointed by the City and four members by the County; however, one of the four members selected by the County shall reside within the City of Lincolnton and the other three shall reside within the County.

9. The members on the Authority's board shall have staggered three-year terms and a two-term limit, with a chairman to be designated by the County.

10. The initial City-appointed member on the Authority Board shall be David Lowe, and the County's current-appointed members shall remain, with the exception of one board member to be appointed on July 1, 2017, until their respective current terms expire. David Lowe shall be appointed Chairman for the year beginning July 1, 2017, unless he resigns from the Board.

11. Default. In the event of a default, the non-defaulting party shall be entitled to the remedy of specific performance and in the reimbursement of all court costs and attorney's fees expended in the successful prosecution thereof, provided the non-defaulting party first provides the defaulting party with a written notice of default and

thirty-day write to cure said default.

12. Warranties and Representations. As an inducement for each party to enter into this Agreement, the parties warrant and represent as follows:

- a. The County and City each have among their powers the authority to contract with one another to perform such undertakings as are described in this Agreement.
- b. Entry into this Agreement by either party will not violate any law, judgment, order, ruling or regulation applicable and does not constitute a breach of or default under any agreement or instrument by which either of the entities is bound.
- c. The County and City each has or holds, and will continue to have or hold through the date of transfer and closing, all appropriate permits necessary to effectuate their respective responsibilities under this Agreement or will use their best efforts to obtain such permits.

13. Miscellaneous Provisions.

a. To the extent allowed by law, the City shall indemnify, defend and hold harmless the County, its elected and appointed officers, and its duly authorized agents, servants and employees from any and all costs, expenses or liabilities (including costs, expenses or liabilities to third parties and attorney's fees) which are caused by or arise from the City's breach of this Agreement or the negligent or willful acts or omissions of the City or its agents, servants, employees or subcontractors provided such cost, expenses or liabilities do not arise as a result of the negligent or willful acts or omissions of County.

b. To the extent allowed by law, the County shall indemnify, defend and hold harmless the City, its elected and appointed officers, and its duly authorized agents, servants and employees from any and all costs, expenses or liabilities (including costs, expenses or liabilities to third parties and attorney's fees) which are caused by or arise from the County's breach of this Agreement or the negligent or willful acts or omissions of the County or its agents, servants, employees or subcontractors provided such cost, expenses or liabilities do not arise as a result of the negligent or willful acts or omissions of the City.

c. All notices given pursuant to the terms of this Agreement shall be in writing and delivered in person or transmitted by certified mail, return receipt requested, postage prepaid, to the following entities:

The City: Lincoln City Manager
 114 W. Sycamore St.
 Lincolnton, North Carolina 28092

The County: Lincoln County Manager
 115 W. Main St.
 Lincolnton, North Carolina 28092

d. This Agreement embodies the entire Agreement between the parties in connection with the subject matter contained herein, and there are no oral or parol agreements, representations or inducements existing between the parties relating to this transaction, which are not expressly set forth herein and covered hereby. This Agreement may not be modified, released or waived except by a written agreement signed by all of the parties hereto.

e. Nothing contained herein shall be construed to place the parties in the relationship of partners or joint venturers, and neither party shall have the power to obligate or bind the other party in any manner whatsoever.

f. No written waiver by any party at any time of any breach of any other provision of this Agreement shall be deemed a waiver of a breach of any provision herein or a consent to any subsequent breach of the same or any other provisions. If any action by any party shall require the consent or approval of another party, such consent or

approval of such action on any occasion shall not be deemed a consent to or approval of such action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion.

g. The various rights, powers and remedies herein contained and reserved to either the County or the City shall not be considered as exclusive of any other right, power or remedy, but the same shall be construed as cumulative and shall be in addition to every other right, power or remedy now or hereafter existing at law, in equity or by statute. No delay or omission of a party to exercise any right, power or remedy arising from any omission, neglect or default of the other party shall impair any such right, power or remedy or shall be construed as a waiver of any such default or and acquiescence therein.

h. In the event either of the parties receives notice of or undertakes the defense or the prosecution of any actions, claims, suits, administrative or arbitration proceedings or investigations in connection with this Agreement, the party receiving such notice or undertaking such prosecution shall give the other party timely notice of such proceedings and will inform the other party in advance of all hearings regarding such proceedings.

i. The captions, section numbers and article numbers appearing in this Agreement are inserted only as a matter of convenience and do not define, limit, construe or describe the scope of such paragraphs or articles of this Agreement nor in any way affect this Agreement.

j. This Agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina.

k. Time shall be of the essence of this Agreement and each and every term and condition thereof.

l. Words of any gender used in this Agreement shall be held to include any other gender, and words in the singular number shall be held to include the plural, when the sense requires.

m. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such fully-executed counterpart.

n. Both the County and the City acknowledge and stipulate that this Agreement is the product of mutual negotiation and bargaining and that it has been drafted by respective counsel for both the County and the City. As such, the doctrine of construction against the drafter shall have no application to this Agreement.

o. If any provision under this Agreement or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this Agreement or its application that can be given effect without the invalid provision or application.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed in their respective names by their proper officials, all by authority of resolution of the governing bodies of each of the taxing units duly adopted, this the day and year first above written.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

LINCOLN COUNTY

By: _____
Bill Beam, Chairman of the
Board of County Commissioners

ATTEST:

Amy S. Atkins
Clerk to the Board
Lincoln County Board of Commissioners

CITY OF LINCOLNTON

By: _____
Ed Hatley,
Mayor

ATTEST:

Donna C. Flowers, CMC
City Clerk

NORTH CAROLINA

LINCOLN COUNTY

I, _____, a Notary Public in and for the aforesaid County and State, do hereby that AMY ATKINS personally appeared before me this day and duly acknowledged that she is the duly appointed and acting Clerk to the Lincoln County Board of Commissioners; that BILL BEAM is the Chairman of said Board and that by authority duly given in resolution duly adopted and recorded upon the official minutes, the foregoing instrument was duly signed in the name of Lincoln County by the Chairman of the Board of Commissioners; that its corporate seal was duly affixed and the execution of the instrument as the act and deed of the County was attested by herself as Clerk.

Witness my hand and Notarial Seal, this the _____ day of _____, 2017.

Notary Public

My Commission Expires: _____

NORTH CAROLINA

LINCOLN COUNTY

I, _____, a Notary Public in and for said County and State, certify that DONNA FLOWERS personally came before me this day and acknowledged that she is the City clerk of the City of Lincolnton, a municipal corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Mayor, ED HATLEY, sealed with its corporate seal, and attested by herself as its City Clerk.

Witness my hand and Notarial Seal, this ____ day of _____, 2017.

Notary Public

My Commission Expires: _____

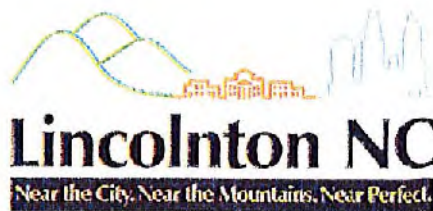
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**SCHEDULE “A”
(Local Legislation)**

ITEM #

16

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



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.

ATTENTION PRINCIPALS

TO: Ms. Marybeth Avery, EAST LINCOLN HIGH (704-483-6751)
Mr. Brian Clary, WEST LINCOLN HIGH (704-276-2004)
Mr. Tony Worley, LINCOLNTON HIGH (704-736-4234)
Mr. Mitch Sherrill, NORTH LINCOLN HIGH (736-1966)
Mr. Jonathan Bryant, LINCOLN CHARTER (483-1039)

FROM: Jill S. Eaddy, Advisor
Lincolnton Student Advisory Council

DATE: August 24, 2017

SUBJECT: 2016-17 Student Advisory Council Representatives

It is once again time to nominate members for the Lincolnton Student Advisory Council. A copy of eligible members of last years Council is attached for your review. Also attached is a copy of the Student Advisory Council by-laws for informational purposes.

Each of the four high schools may nominate five students for membership by FRIDAY, SEPTEMBER 1st. The Charter School may nominate two. I, along with the Lincolnton City Council, strongly encourage you to:

- Implement a process whereby the students must apply and go through some type of formal selection procedure;
- Give students who were previously on the council special consideration for selection this year only if they participated fully last year;
- Select students who are interested in addressing local issues, learning about and participating in local government and/or considering local government as a career;
- **Talk with students who are interested and review the attached calendar of meetings to ensure they will be fully committed to participating for the entire year.** Students who are heavily involved in

Page 2

other areas often find it difficult to serve due to scheduling conflicts and so leave your school with no representation;

- Select juniors, as well as seniors, so that we can have some consistency from year to year.

*We ask that Lincolnton, East, West and North submit **five** names from your school by **FRIDAY, SEPTEMBER 1st.** Lincoln Charter School please submit, two (2) from your campus*

PLEASE submit your list to include the following information:

STUDENT'S NAME

ADDRESS

CELL PHONE and HOME TELEPHONE NUMBER

EMAIL Address (most notifications are sent by text)

INDICATE WHETHER THEY ARE A JUNIOR OR SENIOR

Future meeting dates and times will be determined at the first meeting of the council, which will be held on Monday, September 11, 2016 at 6:00 p.m. in the Council Chambers of City Hall, located at 114 West Sycamore Street.

Your prompt attention will be appreciated and will enable us to get things underway. Please email your recommendation to donnaflowers@ci.lincolnton.nc.us.

Your recommendations will then be forwarded to the Lincolnton City Council for final selection. Each student will be notified by mail or text of their appointment.

Thank you for your cooperation in this process. We look forward to another progressive year with the Student Advisory Council.

According to our records;

LAST YEAR'S MEMBERS:

EAST LINCOLN:

Samantha Bartlein
Shelby Auvil
Kali Krenhbrink
Autumn Koehler
Thomas Holmes

WEST LINCOLN:

Jade Carpenter
Logan Scronce
Katie Stevens
Chloe Saine (Absent)
Keely Stempien (Absent)

LINCOLNTON:

Mallory Miller
Charles Robinette
Elizabeth Noles
Wesley Leonhardt
Hundley Rhyne
Miller Brogden
Sarah-Cate Parker
Esther Garcia

NORTH LINCOLN:

Jordan Ulibarri
Libby Henderson
Emma McLaughlin (Absent)
Westley Hunter (Absent)
Nathan Hewitt (Absent)

CHARTER SCHOOL:

Avery Reel
Joseph Vargas

*Attended 2016-17 Final Mtg.
as a guest to be considered as
a potential representative from
your school for 2017-18*

GUESTS:

(Did not bring a guest)
Emma White
Maggie Grey
Delaney Hall
Johnny Pilae

Sadie Flowers
Mattie Wyant
(Did not bring a guest)

(Did not bring a guest)
Mauricio Lozano
Andrew Patterson
Alexandria Bynum
Ashlyn Rhyne
Simon Weisenhorn
Jada Locklear
Emily White

(Did not bring a guest)
Adam Henderson

Rebecca Quesada
(Did not bring a guest)

NOTE: **Nominees MUST be a JUNIOR or SENIOR to be eligible to serve.**

2 0 1 7 - 2 0 1 8
CITY OF LINCOLNTON
STUDENT ADVISORY COUNCIL

Jill Eaddy – Advisor – (704)735-3462 eaddy01@bellsouth.net
Donna Flowers – (704)736-8980 donnaflowers@ci.lincolnton.nc.us
Mayor Hatley – City Council

EAST LINCOLN
736-1860 - 483-6751 fax

Thomas Holmes – Sr. 603 Firefly Lane Iron Station, NC 28080 thomastheholmes@gmail.com (704)735-2090 home (704)775-3558 cell	Samantha Bartlein – Sr. 8006 Ravenwood Lane Stanley, NC 28164 sammibartlein@gmail.com (704)678-2907 cell	Emma White – Jr. 278 Crosscut Drive Denver, NC 28037 (704)483-0920 home emmawhite576@gmail.com (704)930-8341 cell
Maggie Grey – Sr. 441 Countrytyme Lane Iron Station, NC 28080 (704)732-4506 home	*Johnny Pike – Sr. 7475 Bluff Point Lane Denver, NC 28037 (704)589-4987 home	Cole Johnston – Jr. 1730 Woods Lane Denver, NC 28037 (704)472-9954 cell

Need to get personal emails for these three Monday's meeting

WEST LINCOLN
736-9453 - 276-2004 fax

Jade Carpenter – Sr. 479 Guy Heavner Road Lincolnton, NC 28092 jrcarpenter99@gmail.com (704)735-6058 home (828)855-8851 cell	Chloe Saine – Sr. 4272 Hwy 182 Lincolnton, NC 28092 csaine3@gmail.com (704)736-9492 home (704)477-9510 cell	Sadie Flowers – Sr. 148 Wise Road Lincolnton, NC 28092 seflowers12@icloud.com (828)465-2415 home (828)446-1876 cell
Dylan Smith – Jr. 605 Hulls Grove Church Rd. Vale, NC 28092 dylanh15smith@yahoo.com (980)241-2086 cell	Mattie Wyant – Jr. 2748 Wyant Road Vale, NC 28168 mattiewyant01@gmail.com (704)276-3978 home (828)855-8650 cell	

LINCOLN CHARTER SCHOOL
483-6611 - 483-1039 – Fax

Joseph Vargas - Jr. 1279 Huddleston Sisk Trl Lincolnton, NC 28092 jvargas@student.lincolncharter.org (704)735-7390 cell	Rebecca Quesada - Jr 2351 Keener Road Lincolnton, NC 28092 rquesada@student.lincolncharter.org (704)770-7914 cell
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LINCOLNTON HIGH SCHOOL

735-3089 - 736-4234 fax

Charles Robinette, Sr.
2578 Southside Road
Lincolnton, NC 28092
cerobinette00@gmail.com
(704)291-6517 home
(980)389-3446 cell

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millerbrog@gmail.com
(704)732-1987 home
(704)473-3394 cell

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(704)666-0010 cell

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(704)240-0784 cell

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(980)241-1517 cell

*Ashlyn Rhyne – Jr.
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Lincolnton, NC 28092
ashlyn.e.rhyne@gmail.com
(704)836-1160 home
(980)241-1935 cell

NORTH LINCOLN HIGH SCHOOL

736-1969 - 736-1966 fax

Emma McLaughlin – Sr.
5882 Tipperary Dr
Denver, NC 28037
Emcloughlin02@gmail.com
(704)966-4014 home
(804)551-5603 cell

Westley Hunter – Sr.
7896 Windward Ct
Denver, NC 28037
westleyhunter@icloud.com
(704)483-5586 home
(704)881-3143 cell

Adam Henderson – Sr.
1834 Hickory Springs Ln
Lincolnton, NC 28092
adamhenderson@charter.net
(704)742-9904 home
(980)241-6789 cell

Grady Barto – Jr.
7754 Chapel Creek Drive
Denver, NC 28037
gradybartro@bellsouth.net
(704)489-8140 home
(704)740-0113 cell

Allison File – Jr.
7960 Buena Vista Drive
Denver, NC 28027
abfile@bellsouth.net
(704)489-1903 home
(980)241-4469 cell

**Nominated by an elected official*

ITEM #

17

MEMO TO: Mayor and City Council Members

FROM: Laura Elam, Planning Director

DATE: September 7, 2017

RE: RLF - 1 - 2017 - Application from Green Branch LLC for Downtown
Redevelopment Revolving Loan for building renovations for new butcher shop
and deli at 114 East Main Street

Project Information

- Location: 114 East Main Street
- Use: Complete renovation of main floor for a butcher shop and deli including:
 - o Installation of new plumbing,
 - o Installation of new HVAC system,
 - o Installation of new electrical system,
 - o Removal of existing partition walls,
 - o Removal of existing flooring and ceilings to expose original materials,
 - o Refinishing of floors and ceilings,
 - o Installation of two new bathrooms,
 - o Modification of front and rear exits for handicap accessibility, and
 - o Addition of drains and tile in butcher shop, kitchen and baths.
- Total project cost estimate: \$96,000
- Anticipated start: September 2017
- Anticipated Completion: January 2018

Request

- \$30,000 loan*

Staff Loan Review Committee Recommendation

A Staff Committee assessed the application in terms of how well the project aligns with revitalization goals, community and economic impact and credit worthiness of the applicant. The Committee recommends approval of the application.

See included maps and application for additional information.

*Loan is secured by deed of trust on property.



Lincoln County, NC

Office of the Tax Administrator, GIS Mapping Division
 Lincoln County and its mapping contractors assume no legal responsibility for
 the information contained on this map. This map is not to be used for land
 conveyance. The map is based on NC State Plane Coordinate System 1983 NAD.
 Date: 8/28/2017 Scale: 1 Inch = 92 Feet



PHOTOS



00906

PARCEL INFORMATION FOR 3623-84-3076

Parcel ID	00906	Owner	GREEN BRANCH LLC		
Map	3623-16	Mailing	208 N OAK ST		
Account	0261103	Address	LINCOLNTON NC 28092		
Deed	2633-887	Last Transaction Date	12/13/2016	Sale Price	\$80,000
Value	Work in Progress			Previous Parcel	
----- All values are for tax year 2017. -----					
Description	114 E MAIN ST			Deed Acres	0
Address	114 EAST MAIN ST			Tax Acres	0.11
Township	LINCOLNTON			Tax/Fire District	CITY OF LINCOLNTON
Main Improvement	OFFICE			Value	Not Determined
Main Sq Feet	5983	Stories	1.77	Year Built	1923
Zoning	Calculated		Voting Precinct		Calculated Acres
District	Acres		LINCOLNTON SOUTH (LS12)		0.11
C-B	0.11				
Watershed Class			Sewer District		
WS-IVP	0.11		Not in the sewer district		0.11
2000 Census County			Tract	Block	
37109			070100	4001	0.11
Flood	Zone Description		Panel		
X	NO FLOOD HAZARD		3710362300		0.11

CITY OF LINCOLNTON, NORTH CAROLINA
DOWNTOWN RE-DEVELOPMENT REVOLVING LOAN PROGRAM (DR RLF)
PRE-DEVELOPMENT APPLICATION

Property Owner Name Green Branch LLC (Mark + Cindy Ingle)
Phone # 704-634-0849 Email mingle1960@gmail.com
Mailing Address 208 N Oak St. Town Lincolnton State NC ZIP 28092
Contact Name (if different from above) Mark Ingle
Phone # _____ Email _____

Project information

Property Address 114 East Main St. PIN/PARCEL# 00906
Project Timeline: 8-7-17 Project start date 12-31-17 Projected completion date _____

1. Project Description

Provide sufficient detail for a clear understanding of the entire project, including the names and a description of any business who will occupy the space, once completed.

Please indicate: what activities the DR RLF proceeds will be used for; the status of the project and its implementation schedule. (Attach additional pages as needed.)

Complete renovation of main floor to customize
for a Butcher Shop + Deli. Tear out existing
partition walls, tear out existing floors + ceilings
to expose original materials + refinish. Add
Butcher shop + Deli plumbing, electrical + HVAC,
Add 2 new bath rooms for customers, Make
front + back exits accessible. Add drains
and tile in Butcher Shop, kitchen + baths

2. Sources and Uses of Funds

Use of funds:

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

Source of Funds:

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

Example:

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

SOURCES AND USES STATEMENT

USE OF FUNDS		SOURCE OF FUNDS	
Use	Amount	DR RLF / Lender / Equity	Amount
engineered drawings	\$ 10,000	5,000 / 5,000	\$ 10,000
demo	\$ 11,000	11,000	\$ 11,000
wiring, plumbing, HVAC	\$ 45,000	25,000 / 20,000	\$ 45,000
refinish floors ceiling	\$ 18,000	18,000	\$ 18,000
code upgrades	\$ 12,000	12,000	\$ 12,000
Total Costs =	\$ 96,000	Total Sources =	\$ 96,000

USE MUST EQUAL SOURCES

3. Public Benefit: (limit one page narrative)

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

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

4. Property photos:

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

5. Design/architectural drawings and plans.

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

Application Checklist:

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

Applicant's Signature Mark Ingle Date 7-27-17

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

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

Name of Applicant(s): Green Branch LLC (Mark Ingle)

Address: 208 N Oak St.

City, State, Zip: Lincolnton, NC, 28092

Telephone: (704) 634-0849 Fax: (704) 736-9686

Social Security #: [REDACTED]

Name of Business: The Meating Place

Business Address: 208 N Oak St.

City, State, Zip: Lincolnton, NC, 28092

Telephone: (704) 634-0849 Fax: (704) 736-9686

Federal Identification Number: _____

Check applicable boxes:

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

Type of Business: _____

Number of Employees: 3 Full-time 4 Part-time

Annual Sales: 2018 441,000 2019 595,000 2020 678,000

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

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

Name of Property Owner or Landlord: _____

Address: _____

City, State, Zip: _____

Telephone: (704) 634-0849 Fax: (704) 736-9686

Social Security or Federal Identification Number: [REDACTED]

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

Amount of Loan Requested (Maximum \$30,000): 30,000.00

Payment Options: _____ Monthly ☒ Quarterly

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

renovations to existing building

Estimated Total Costs of Improvements or Additions:

96,000.00

Less Loan Amount Requested from City of Lincoln: _____

30,000.00

Balance of funds necessary to complete improvements:

66,000.00

Source of any additional funds required:

bank loan & personal funds

Assessed Valuation of building & Land for Property Taxes as of 01/01/2016: 72,741.00

Size of Lot: 0.114 Acres or _____ Square Feet

Size of Building in Square Feet: 5983 Heated: 0 Unheated: 5983 Total

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

Name of Bank or Other Mortgagee: First Federal Savings Bank

Address: 320 East Main St.

City, State, Zip: Lincolnton NC 28092

Telephone: (704) 735-0416 Fax: (704) 735-6545

Account Number: [REDACTED] Original Amount of Loan: \$124,000.00

Date of Loan: 12-13-16 Term of Loan: 60 Months Payments: 980.58

Number of remaining payments: 53 Outstanding Balance: \$120,160.55

Interest Rate: 5% Any payment past due? _____ Yes ☒ No

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

If yes, please describe and attach documentation: _____

Property taxes paid through: 2016

Bank References for checking and/or savings account:

Name of Bank: First Federal Branch location (City, State): Lincolnton, NC

Account Numbers: Checking: [REDACTED] Savings/MMA: [REDACTED]

CD: _____

Please include the following information with this application:

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

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

Signatures:

Mark Lytle
Name

8-4-17
Date

Title

Name

Date

Title

Name

Date

Title

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

ITEM #

18

September 2017 Council Meeting

Executive Summary
July 2017 Year-To-Date

General Fund		Budget 17-18	Actual 17-18	% of Budget	Budget 16-17	Actual 16-17	Difference
Fund 10	Revenues	10,252,739	414,727	4%	10,662,262	393,976	20,751
	Fund Balance	785,301	-	-	1,366,107	-	-
		11,038,040	414,727		12,028,369	393,976	20,751
	City Manager/Clerk	333,365	31,712		309,730	12,672	19,040
	Human Resources	235,030	23,400		215,848	20,124	3,276
	Finance	279,012	44,668		273,609	55,583	(10,915)
	General Expense	809,520	70,911		878,154	103,776	(32,865)
	General Debt Service	463,524	21,692		425,535	25,037	(3,346)
	Police	3,344,770	276,224		3,153,942	230,106	46,119
	Fire	2,030,690	175,446		2,206,450	142,798	32,648
	Public Works	181,356	23,395		246,538	12,486	10,909
	Street	1,229,141	66,245		1,534,891	74,070	(7,826)
	Equipment Services	132,120	14,473		157,819	14,036	437
	Solid Waste	718,328	54,620		820,485	57,231	(2,611)
	General Services	-	4,603		212,559	14,445	(9,842)
	Plannin/Zoning	277,060	23,072		276,258	13,811	9,261
	Bus & Comm. Dev	132,454	2,170		160,693	37,728	(35,557)
	Recreation	871,670	66,189		1,155,858	52,810	13,379
	Expenses	11,038,040	898,821	8%	12,028,369	866,713	32,107
	Difference		(484,093)			(472,737)	(11,356)

		Budget 17-18	Actual 17-18	% of Budget	Budget 16-17	Actual 16-17	Difference
Water & Sewer Fund							
Fund 61	Revenues	7,449,995	711,772	9%	7,867,135	744,411	(32,640)
	Fund Balance	390,000	-		1,265,399		
		7,839,995	711,772		9,132,534	744,411	(32,640)
	Water Treatment	1,501,500	158,822		1,476,528	144,198	14,624
	Dist & Collection	1,356,250	72,570		2,390,175	97,237	(24,667)
	Wastewater	1,537,900	65,114		1,648,076	67,615	(2,501)
	W & S Intangibles	3,444,345	38,812		3,617,755	32,746	6,066
	Expenses	7,839,995	335,318	4%	9,132,534	341,797	(6,478)
	Difference		376,453			402,615	(26,161)
Electric Fund							
Fund 63	Revenues	7,791,714	574,583	7%	8,000,000	547,434	27,149
	Fund Balance	-	-		79,000	-	-
		7,791,714	574,583		8,079,000	547,434	27,149
	Electric Dept.	7,791,714	121,551		8,079,000	51,882	69,669
	Expenses	7,791,714	121,551	2%	8,079,000	51,882	69,669
	Difference		453,032			495,552	(42,520)
Overtime	80+ hours		24,465			25,970	(1,505)