

A G E N D A

LINCOLN TON CITY COUNCIL

September 6, 2018

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 6, 2018

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 2, 2018 – Regular Meeting

4. Proclamations – Red Ribbon Week

Trigeminal Neuralgia Awareness Day

REGULAR AGENDA

PRESENTATIONS

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

Mayor Hatley

6. Presentation to Lincolnton Police Officers Devane Rushing and Steven Roper for obtaining their Intermediate Law Enforcement Certificates

Rodney Jordan, Police Chief

7. Presentation from Apple Festival Board Chair – updating Council on the 2018 Apple Festival Event to be held Saturday, September 15th

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

PUBLIC HEARINGS

8. **BIG-04-18 – Application from Tom Fox for Business Incentive Grant for building renovations to accommodate a new retail fabric/linen production store at 602 E. Main Street.**

Laura Elam, Planning Director

(O-08-18)

9. **Public Hearing to receive input on proposed changes to the City's Code of Ordinances adding – Title XIII: General Offenses – Chapter 130 – Offenses against Public Peace and Safety – Section 130.07 Prevention from pursuing lawful business or occupation**

Mayor Hatley

(O-09-18)

10. **Public Hearing to receive public input on the following changes to the City's Code of Ordinances: Title IX – General Regulations – Chapters 130.05 and 90.06 – Animals at Special Events (Section 90.23 Removal of Canine Waste and 91.29 – Animals)**

Laura Morris, Director of Community Relations

CONTRACT

(C-13-18)

11. **Consideration of contract between the City and Cardno for Technical Services on Brownfields Assessments (*estimated cost of \$ 290,000*)**

Laura Elam, Planning Director

AGENDA
SEPTEMBER 6, 2018
Page 3

POLICIES
(P-04-18)

- 12. Consideration of proposed Policies for the (1) Marcia H. Cloninger Rail Trail and (2) First Federal Park**

Nathan Eurey, Recreation Director

(P-05-18)

- 13. Administrative Policy Revisions to Uniform Guidance Procurement Policy - Change to Threshold Amounts (*Internal Admin # 14*)**

Steve Zickefoose, City Manager

APPOINTMENTS
(APPT-02-18)

- 14. Consideration of the 22 nominees from the four area high schools and the Lincoln Charter School for the Lincoln Student Advisory Council (City Council can have three nominations for a total of 25)**

Donna Flowers, City Clerk

(APPT-03-18)

- 15. Consideration of appointment to the Lincoln –Lincoln County Airport Authority**

Mayor Hatley

BUDGET AMENDMENT
(BA-06-18)

- 16. Consideration of Budget Amendment – moving funds from the Capital Projects (25%) to the Powell Bill Fund, \$ 100,000 and decreasing the Water & Sewer Fund, \$ 100,000 to purchase of VAC Truck**

Steve Zickefoose, City Manager

OTHER BUSINESS

17. Update from Steering Committee

Fred Jarrett, Chair

18. Discussion on location of a new Courthouse

Mayor Hatley

19. 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 2, 2018

The Mayor and City Council met in regular session on Thursday, August 2, 2018 at 7:00 p.m. in the Council Chambers of City Hall, located at 114 West Sycamore Street, Lincolnton NC.

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

SMITH EADDY JETTON

Councilman Black was absent.

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

- Approval of Minutes of the following meetings:
 - June 7th 2018 – Regular Meeting
 - June 28th 2018 – Special Meeting
 - June 28th 2018 – Regular Meeting
- Approved the following Calls to Public Hearing for the September 6th meeting:
 - Proposed amendments to the City's Code of Ordinances – Regarding Animals at Special Events
- Approved requests from the following City Departments to dispose of records in accordance with NC Dept of Cultural Resources – Records Retention Policy (Note: If approved by City Council, requests will be sent to NCDCCR for final approval before destruction)
 - City Clerks Office
 - Planning Department
 - Fire Department
 - Utility Billing Department
 - Police Department
 - Recreation Department
 - Water Treatment Plant

REGULAR MEETING – AUGUST 2, 2018

REGULAR AGENDA:

RECOGNITION OF MR. DAVID E. LOWE FOR HIS SERVICE TO THE CITY AND ITS CITIZEN'S FOR HIS TIME ON THE LINCOLNTON-LINCOLN COUNTY AIRPORT AUTHORITY:

Mayor Ed Hatley presented to David E. Lowe for his twenty-two plus years of service to the City and the citizens of Lincolnton serving on the Lincolnton-Lincoln County Airport Authority. David said, "I served some years prior as City Manager but the Airport Authority was one of the joys of my life, and honestly being on the Airport Authority was one of the most rewarding things I have done." David thanked Dr. Eaddy especially for his support throughout his service to the airport.

Mayor Hatley said, "David has served in so many capacities with the City of Lincolnton we all owe him great gratitude."

RECOGNITION OF MR. RICHARD HAYNES, ASSISTANT CITY MANAGER, FOR COMPLETION OF THE UNC-CHAPEL HILL SCHOOL OF GOVERNMENTS MUNICIPAL AND COUNTY ADMINISTRATION COURSE:

Mayor Ed Hatley called Ritchie Haynes, Assistant to the City Manager forward. Mayor Hatley read aloud the press release the City received from Ritchie graduating from the School of Governments Municipal and County Administration Course. It read as follows: The program in Municipal Administration is designed for managers, department heads, and officials whose responsibilities require a broad understanding of functions beyond individual areas of specialization. The course is approximately 150 hours in length, and more than 60 instructors participate in leading the program. Course instruction covers North Carolina local government law, organization and management, finance and budgeting, employment law and administration, planning and regulation of development, and the delivery of specific city of county services.

Ritchie was one of 96 officials who graduated the Municipal and County Administration Course this year (2017-18) and is one of more than 3,200 officials who have completed the course since it began in 1954.

Mayor Hatley and City Council members congratulated Ritchie on completion of this course.

REGULAR MEETING – AUGUST 2, 2018

APPLICATION FROM JACK E. CARSWELL REQUESTING THE REZONING OF APPROXIMATELY .952 ACRES OF LAND FROM RESIDENTIAL-10 (R-10) TO NEIGHBORHOOD BUSINESS (N-B) DISTRICT. THE SUBJECT PROPERTIES ARE IN THE NORTHWEST QUADRANT OF NORTH GROVE STREET AND WEST MAIN STREET EXTENSION.

ZMA-01-2018

Mayor Hatley opened the Public Hearing. Laura Elam, Planning Director, reviewed the request. She said the applicant is requesting the rezoning of three parcels totaling approximately 0.95 acres from Residential-10 (R-10) to Neighborhood Business (N-B) District. The subject property includes three parcels located on the northwest corner of North Grove Street and West main Street.

The subject property is vacant with the exception of a single family residence. A convenience store is located across West Main Street and a car sales lot is located to the southwest across West Main Street Extension. Land uses to the north are primarily single family residential.

LAND USE PLAN

The Lincolnton Land Use Plan designates properties located along West Main Street and Riverside Drive from Grove Street to the South Fork River as a Neighborhood Business Planning Area. The portion of the subject property comprised of the parcel located on the northwest corner of West Main Street and North Grove Street is included in that Planning Area.

The Land Use Plan notes the following regarding Neighborhood Business planning areas:

- They are for small business clusters that cater to the needs of a relatively small trading area and are appropriate for smaller-sized stores and establishments.
- They are designed to be compact in nature and located at key road intersections.
- They are to be located on at least two separate lots or a lot having an area of at least two acres.

REGULAR MEETING – AUGUST 2, 2018

The Land Use Plan includes the remainder of the subject property in a Traditional Single Family planning area.

NEIGHBORHOOD BUSINESS ZONING DISTRICT DESCRIPTION

The Unified Development Ordinance notes that the Neighborhood Business zoning district is designed primarily for local business centers for retailing of merchandise such as groceries, drugs, and household items and for furnishing certain personal, business and professional services.

The UDO notes the following regarding the N-B zoning district:

- Unlike some of the other commercial zones, this district is established to serve local neighborhoods and other relatively small trading areas.
- The standards established for these business areas are designed to promote sound, permanent business development and also to protect abutting or surrounding residential areas from undesirable aspects of nearby business developments.
- These districts are located at accessible places with respect to traffic circulation in order to conveniently serve the trading population and to promote the grouping of several places of business at locations so designated.
- Since this district is established to provide for small neighborhood oriented businesses, limitations on gross floor areas are established for certain uses.

COMPLIANCE WITH LAND USE PLAN

The Land Use Plan designates properties located along West Main Street and Riverside Drive as a Neighborhood Business planning area. The portion of the subject property located on the corner of West Main Street and North Grove Street is included in that Neighborhood Business planning area and the two other parcels are designated as residential. Therefore, the proposed rezoning request is not entirely consistent with the Land Use Plan.

However, staff views the request as consistent with the spirit and intent of the Land Use Plan's designation of the West Main Street / Riverside Drive corridor as a Neighborhood Business area with small scale commercial establishments catering to the needs of the nearby residential community for the following reasons:

REGULAR MEETING – AUGUST 2, 2018

- Almost all of the properties located along West Main Street and Riverside Drive from Grove Street to West Highway 150 are recommended for commercial land uses.
- The corner parcel is 0.308 acres. Commercial development options on a site that small would be extremely limited.
- Once the required setbacks are provided, there would be virtually no remaining area available for development.
- The Land Use Plan's designation of the corner parcel alone for Neighborhood Business is not consistent with the Plan's recommendation for Neighborhood Business areas to be located on at least two separate lots or a lot having an area of at least two acres.

Laura concluded recommending on behalf of Planning Board and Staff the following three actions:

1. Approval of attached statement of consistency and reasonableness for approval of application.
2. Approval of rezoning of the property from R-10 to N-B.
3. Amendment of the Land Use Plan to extend the Neighborhood Business Planning Area to include the northern and western parcels.

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

Councilman Eaddy made the motion unanimously approved to rezone the property from R-10 to N-B.

Councilman Smith made the motion unanimously approved to amend the LUP to extend to Neighborhood Business Planning Area to include the northern and western parcels.

REGULAR MEETING – AUGUST 2, 2018

CONSIDERATION OF A CONTRACT BETWEEN THE CITY AND CHAMBER OF COMMERCE FOR ALCOHOL SALES FOR THE LINCOLNTON DAY OF COMMERCE TO BE HELD SATURDAY, OCTOBER 6, 2018 FROM 11 AM TO 3 PM:

(C-11-18)

Eddie Sigmon and Lisa Fournier of the LLC-Chamber of Commerce had requested to appear before Council to ask them to consider the above stated request. They did not attend the meeting.

Mayor Hatley reviewed the proposed contract for an event, LCom, LTown's Day of Commerce, that is to be held Saturday October 6, 2018 from 11 am to 4 pm in downtown. A map of the event was included as required.

The contract for approval specified that all alcoholic beverages, sold and served at the event would be sold and consumed within the confines of the designated event area, as depicted on the map.

Councilman Jetton made the motion unanimously approved to enter into the contract between the City and the Chamber of Commerce for the Lincolnton Day of Commerce.

CONSIDERATION OF CONTRACT BETWEEN THE CITY AND DOWNTOWN DEVELOPMENT ASSOCIATION FOR ALCOHOL SALES FOR THE VINTAGE MARKET DAY FESTIVAL TO BE HELD SATURDAY, OCTOBER 13, 2016 FROM 10 AM TO 5 PM:

(C-12-18)

Tommy Huskey, DDA Chair, requested to appear before City Council to seek approval of the above said contract. Mr. Huskey was not in attendance at the meeting. October 13th is the requested date for the Lincolnton Antique and Vintage Market Day Festival, from 10 am to 5 pm in downtown.

Mayor Hatley reviewed the contract. There was no map attached as required depicting the map where alcohol sales were to occur.

After some discussion, Councilman Eaddy made the motion unanimously approved to enter into the contract.

REGULAR MEETING – AUGUST 2, 2018

CONSIDERATION OF BUDGET AMENDMENT – CARRYOVER PROJECTS & GRANTS:

(BA-05-18)

Steve Zickefoose, City Manager, reviewed a detailed budget amendment. The proposed amendment would assist with several carry over projects which he noted as grant monies for Brownfields, recreational projects, and SCADA equipment were listed. The total increase to the general fund of \$ 1,580,600.00 were carry over dollars according to the City Manager.

Councilman Jetton made the motion unanimously approved the budget amendment as presented.

UPDATE ON RECYCLING OPTIONS:

Ritchie Haynes, Assistant City Manager, provided the following handout to Council regarding recycling options:

He said, Since the suspension of our curbside program, Steve Peeler and I have met with Republic Services and Lincoln County Solid Waste concerning future recycling options. Fortunately, for us, Lincoln County has four Convenience Sites near our city limits that will provide our citizens an option for their recyclables. During the past month we have explored multiple options. The worksheet attached goes into detail on the yearly cost of each option. In addition, some options involve first year capital needs that should be taken into consideration during the evaluation process. Due to the "volatility of the recycling market", I feel that we should be very cautious when exploring any options involving capital expenditures.

Below I have briefly described the different options and method used to calculate the estimated cost:

OLD ROUTE (2 MAN CREW)

- We would utilize the same route and 2 man crew as before
- Every week pick-up
- Utilize existing equipment
- Utilize existing recycling bins
- Utilize a single stream pick-up as before
- Single Stream would be taken to Republic's MRF once a week
- Tipping Fee is estimated at \$75.00 per ton (per Republic)
- 15 year capital is based on a replacement truck valued at \$225,000.00

- No funds needed for 1st Year Capital Needs, but will need to purchase a truck within an estimated time of 2-3 years
- Participants and tonnage is based on former study
- Yearly cost would be \$153,064.71

OLD ROUTE (1 MAN CREW)

- We would utilize the same route with a 1 man crew and a new truck designed for entry/exit on either side
- Every week pick-up
- Utilize existing recycling bins
- Utilize single stream pick-up as before
- Single Stream would be taken to Republic's MRF once a week
- Tipping Fee is estimated at \$75.00 per ton (per Republic)
- 15 year capital is based on a replacement truck valued at \$180,000
- Requires \$180,000 for 1st Year Capital Needs
- Participants and tonnage is based on former study
- Yearly cost would be \$104,758.75

NEW ROUTES (CONTRACTOR)

- Contractor would take over curbside pick-up
- Every other week pick-up
- 18 gal. bins would be replaced with a 95 gal. rollout
- Utilize single stream pick-up as before
- Contractor would charge a flat fee per door
- Additional fees would be charged if contamination of the waste stream goes above 5% by weight
- Participants and tonnage is based on information given by the vendor
- Yearly cost would be \$270,000.00

RECYCLING CENTER (MANNED)

- The back half of the existing Police Department's parking lot would be fenced in to create a New Recycling Center
- The Recycling Center would be open on Friday and Saturday from 9:00am - 5:00pm
- Would be staffed with part-time employees
- Recyclables would be sorted
- 6 metal containers would be purchased for \$8,000 a piece (2 for Cardboard, 1 each for glass, aluminum cans, mixed paper, and plastic)
- Lincoln County Solid Waste would pick-up the bins for emptying as needed, estimated cost is \$15,600
- We could see a credit for materials in the future
- Containers, fencing, automatic gates, a prefab building, signage, and cameras have been included in the \$91,500 for the 1st Year Capital Needs

REGULAR MEETING – AUGUST 2, 2018

- Participants and tonnage are based on an estimated 10 percent usage, consideration was given to the numbers provided by the former study and possible participation from businesses and non-profits
- Yearly cost would be \$33,210.00

RECYCLING CENTER (UNMANNED)

- The back half of the existing Police Department's parking lot would be fenced in to create a New Recycling Center
- The Recycling Center would operated under the City of Lincolnton's Parks Schedule
- Would not be staffed
- Lincolnton Public Works would be responsible for day-to-day clean-up
- Single stream would be utilized
- 3 metal containers would be purchased for \$8,000 a piece
- Lincolnton Public Works would deliver recyclables to Republic's MRF as needed
- Tipping Fee is estimated at \$75.00 per ton (per Republic)
- Containers, fencing, automatic gates, signage, and cameras have been included in the \$47,500 for the 1st Year Capital Needs
- Participants and tonnage are based on an estimated 10 percent usage, consideration was given to the numbers provided by the former study and possible participation from businesses and non-profits
- Yearly cost would be \$6,692.00

RECYCLING CENTER (TEMPORARY)

- Temporary Recycling Center to help calculate possible participation and tonnage
- Center would be open on Saturday from 9:00am - 5:00pm for a 3 to 6 month trial run
- Utilize an existing truck to collect, store, and deliver
- Utilize existing staff, we are estimating overtime will be used
- Utilize the parking area at City Park or Betty Ross Park
- Estimates given are based on a yearly amount
- Lincolnton Public Works would deliver recyclables to Republic's MRF as needed
- Tipping Fee is estimated at \$75.00 per ton (per Republic)
- Participants and tonnage are based on an estimated 10 percent usage, consideration was given to the numbers provided by the former study and possible participation from businesses and non-profits
- Yearly cost would be \$15,111.00

REGULAR MEETING – AUGUST 2, 2018

UTILIZE COUNTY CONVENIENCE SITES

- No additional cost He also included a map that shows the four Convenience Sites and the driving distance from them to Walgreens (located in the center of the city limits) and other sites located on the outer edges of the city. As you can see, some of our citizens would have a shorter drive to the Convenience Sites than to a centrally located recycling center.

After some discussion, Councilman Eaddy said, “If our goal is to minimize our impact on the landfill; my trash has doubled since we stopped.” “Whatever our goal is, the program needs to be focused on that goal.”

After further discussion, it was decided to start the temporary program (3 to 6 months) after the September 3rd labor Day Holiday. Signage is to be posted for City park and Councilman Eaddy asked that we stress that this option, at a cost of \$ 15,111.00 to set up a recycling station at City Park, is temporary.

Councilman Jetton made the motion unanimously approved to go with the temporary site, City park, starting after labor Day through the last day of January to collect “single stream” utilizing a garbage truck at City park.

DISCUSSION OF ADDITIONAL ORDINANCE – TITLE XIII: GENERAL OFFENSES – CHAPTER 130. OFFENSES AGAINST PEACE AND SAFETY – SECTION 130.07 PREVENTION FROM PURSUING LAWFUL BUSINESS OR OCCUPATION THAT WOULD PROTECT BUSINESSES FROM DISRUPTION DUE TO PUBLIC CONTENT (NOTE: AFTER DISCUSSION, SHOULD COUNCIL CHOOSE TO PURSUE, ACTION WOULD BE TO HOLD A PUBLIC HEARING AT OUR SEPTEMBER 6TH MEETING):

Mayor Hatley called on the City Manager to discuss this item. Steve Zickefoose, City Manager, told Council that Councilman Eaddy Dr. Eaddy presented information that provides for an additional ordinance that will protect businesses from disruption due to public conduct. This is based on a ruling from the Supreme Court Case **Chaplinsky v. New Hampshire (1942)**. The following opinion of the court was delivered:

REGULAR MEETING – AUGUST 2, 2018

“No person shall address any offensive, derisive or annoying word to any other person who is lawfully in any street or other public place, nor call him by any offensive or derisive name, nor make any noise or exclamation in his presence and hearing with intent to deride, offend or annoy him, or to prevent him from pursuing his lawful business or occupation.”

Observing the disruption of business, the harassment of customers, and responding to business/customer complaints provides police officers additional clear enforceable guidelines to protect the rights of businesses and customers.

A proposed draft ordinance amendment is listed below for Council to discuss:

Title XIII: GENERAL OFFENSES

Chapter 130. OFFENSES AGAINST PUBLIC PEACE AND SAFETY

Section 130.07 Prevention from pursuing lawful business or occupation

Individuals have the constitutional right to pursue their lawful business or occupation.

No person shall address any offensive, derisive or annoying word to any other person who is lawfully in any street or other public place, nor call him by any offensive or derisive name, nor make any noise or exclamation in his presence and hearing with intent to deride, offend or annoy him, or to prevent him/her from pursuing his lawful business or occupation.

Councilman Eaddy made the motion unanimously approved to set a public hearing for this item to be heard at our September 6, 2018 regular City Council meeting.

INFORMATION ON PROTOCOL FOR CITIZEN COMMUNICATIONS: **(P-03-18)**

The City Manager told Council in an effort to have a consistent process to provide information to our citizens he has developed the following policy.

Protocol for Citizen Communications (as of 7/24/18)

PROCEDURE for emergency communications:

- 1) Communication **need shared** with City Manager for approval before any action taken
 - a) Assistant City Manager, relevant Department Head and Community Relations Director/Public Information Officer should be included in initial notification whenever possible
 - b) All four included in all communications about the communication; no surprises and everyone on the same page as early in the process as possible

REGULAR MEETING – AUGUST 2, 2018

- 2) Communication plan outline developed to include:
 - a) Audience for message – define citizens to be informed; all, geographic zone, specific group?
 - b) Message content details – define key points and/or instructions for message content
 - c) Methods & Platforms to be used – selection of most effective distribution methods
- 3) Message management:
 - a) Primary message drafted including all key points, instructions, background
 - i) Include visual aids (like a map for a power outage) to help convey the content
 - ii) Distill instructions into easy to understand chunks; outline or bullet points
 - b) Primary message edited for each specific communication method or platforms being used
 - i) Editing from one main message ensures consistency. All versions should be complete & succinct.
 - ii) Emails & NewsFlash stories can be longer, contain more details and background information if appropriate or necessary.
 - iii) Alerts & FB Posts should be short, direct and get to the point
 - iv) Text messages are basically headlines with a link for more information

PROCESS for emergency communications:

****NOTE**** This does not apply to routine department operations

- 1) City Manager determines a message needs to be sent to citizens OR employees
- 2) CM contacts CRD/PIO with instructions
- 3) CRD/PIO alerts others to standby for message and distribution instructions (PDA, IT, UtilSup, PRD) and works with team to draft messages, obtain message approvals (as appropriate & time allows).
- 4) CRD/PIO posts message(s) to website, sends email & text message, posts to Facebook for citizen communications
- 5) David Ramsey/Chris Jones manage Everbridge platform to send robo call, email, text or a combination of all three to citizens OR to employee only distribution (Eurey is back-up)

REGULAR MEETING – AUGUST 2, 2018

MONTHLY FINANCIAL REPORT/OVERTIME REPORT:

Steve Zickefoose, City Manager, provided the following monthly report to City Council:

August 2018 Council Meeting

Executive Summary June 2018 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	11,187,249	101%	10,662,262	9,648,594	1,538,655
	Fund Balance	785,301	-	-	1,366,107	-	-
		11,038,040	11,187,249		12,028,369	9,648,594	1,538,655
	City Manager/Clerk	333,365	301,066		309,730	251,701	49,365
	Human Resources	235,030	208,602		215,848	193,489	15,114
	Finance	279,012	225,347		273,609	153,379	71,968
	General Expense	809,520	848,921		878,154	713,836	135,085
	General Debt Service	463,524	451,505		425,535	395,364	56,141
	Police	3,344,770	3,889,868		3,153,942	2,923,072	966,796
	Fire	2,030,690	1,993,043		2,206,450	1,955,049	37,995
	Public Works	181,356	101,082		246,538	81,721	19,361
	Street	1,229,141	749,942		1,534,891	924,453	(174,511)
	Equipment Services	132,120	127,034		157,819	145,819	(18,786)
	Solid Waste	718,328	568,420		820,485	674,014	(105,594)
	General Services	-	-		212,559	183,282	(183,282)
	Plannin/Zoning	277,060	257,194		276,258	225,471	31,723
	Bus & Comm. Dev	132,454	156,854		160,693	81,482	75,372
	Recreation	871,670	1,013,954		1,155,858	966,592	47,362
	Expenses	11,038,040	10,892,833	99%	12,028,369	9,868,724	1,024,109
	Difference		294,416			(220,130)	514,546

Water & Sewer Fund		Budget 17-18	Actual 17-18	% of Budget	Budget 16-17	Actual 16-17	Difference
Fund 61	Revenues	7,449,995	8,133,917	104%	7,867,135	8,063,094	70,823
	Fund Balance	390,000	-		1,265,399	-	-
		7,839,995	8,133,917		9,132,534	8,063,094	70,823
	Water Treatment	1,501,500	1,353,423		1,476,528	1,318,593	34,829
	Dist & Collection	1,356,250	1,213,275		2,390,175	2,118,895	(905,620)
	Wastewater	1,537,900	1,328,362		1,648,076	1,411,171	(82,810)
	W & S Intangibles	3,444,345	3,458,802		3,617,755	3,610,508	(151,706)
	Expenses	7,839,995	7,353,861	94%	9,132,534	8,459,167	(1,105,306)
	Difference		780,056			(396,074)	1,176,130

Electric Fund		Budget 17-18	Actual 17-18	% of Budget	Budget 16-17	Actual 16-17	Difference
Fund 63	Revenues	7,791,714	7,834,409	101%	8,000,000	7,873,020	(38,611)
	Fund Balance	-	-		79,000	-	-
		7,791,714	7,834,409		8,079,000	7,873,020	(38,611)
	Electric Dept.	7,791,714	7,769,292		8,079,000	7,565,195	204,097
	Expenses	7,791,714	7,769,292	100%	8,079,000	7,565,195	204,097
	Difference		65,117			307,824	(242,708)

Overtime	80+ hours	352,262	332,602	19,660
----------	-----------	---------	---------	--------

REGULAR MEETING – AUGUST 2, 2018

PUBLIC COMMENT:

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

NEWS MEDIA:

There were no questions from the News Media.

ADJOURNMENT:

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

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

**ED HATLEY
MAYOR**

ITEM #

4

CITY OF LINCOLNTON

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.

Recognition - *of* **National Trigeminal Neuralgia Awareness Day – October 7, 2018**

WHEREAS, trigeminal neuralgia is a disease that impacts men and women of all ages, races, and ethnicities; and

WHEREAS, trigeminal neuralgia is typically diagnosed after the age of 50, but affects individuals of all ages, including children and infants; and

WHEREAS, it is estimated that 120,000 to 150,000 people are diagnosed with trigeminal neuralgia every year; and

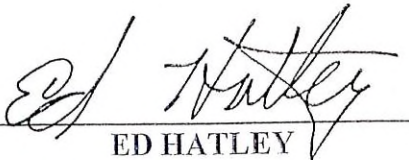
WHEREAS, trigeminal neuralgia is not directly inherited, though studies show that genetic factors can indicate that certain individuals are susceptible to the disease, the exact cause is unknown; and

WHEREAS, we express gratitude to the family members and friends of individuals living with trigeminal neuralgia, as they are a source of love and encouragement. We salute the health care professionals and medical researchers who provide assistance to those individuals affected by trigeminal neuralgia and continue to work to find ways to end trigeminal neuralgia forever; and

WHEREAS, the goals of Trigeminal Neuralgia Awareness Day are to invite individuals to join the movement to end trigeminal neuralgia, to encourage individuals to demonstrate a commitment to moving toward a world free of trigeminal neuralgia; and

NOW, THEREFORE, I, Ed Hatley, Mayor of the City of Lincolnton encourage our citizens to recognize October 7th, 2018 as Trigeminal Neuralgia Awareness Day.




ED HATLEY
MAYOR

CITY OF LINCOLNTON

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.,

PROCLAMATION

"Red Ribbon Week – October 23 – 31, 2018"

WHEREAS, communities across America have been plagued by the numerous problems associated with illicit drug use and those that traffic in them; and

WHEREAS, there is hope in winning the war on drugs, and that hope lies in education and drug demand reduction, coupled with the hard work and determination of organizations such as the General Nathaniel Greene Young Marines of the Marine Corps League to foster a healthy drug-free lifestyle; and

WHEREAS, governments and community leaders know that citizens support is one of the most effective tools in the effort to reduce the use of illicit drugs in our community; and

WHEREAS, the red ribbon has been chosen as a symbol commemorating the work of Enrique "Kiki" Camarena, a Drug Enforcement Administration Special Agent who was murdered in the line of duty, and represents the belief that one person can make a difference; and

WHEREAS, the Red Ribbon Campaign was established by Congress in 1988 to encourage a drug-free lifestyle and involvement in drug prevention and reduction efforts; and

WHEREAS, October 23-31 has been designated National Red Ribbon Week, which encourages Americans to wear a red ribbon to show their support for a drug-free environment;

NOW, THEREFORE, I, Ed Hatley, as Mayor of the City of Lincolnton do hereby proclaim October 21 – 31, 2018 as "Red Ribbon Week" in Lincolnton, North Carolina, and urge all citizens to join me in this special observance.


ED HATLEY
MAYOR

ITEM #

5

CITY OF LINCOLNTON

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.

PROCLAMATION *Constitution Week 2018*

WHEREAS, September 17, 2018 marks the Two Hundred and Thirtieth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

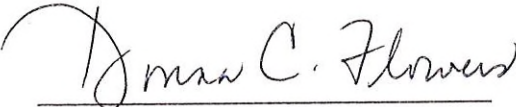
WHEREAS, the tradition of celebrating the Constitution was started many years ago by the Daughters of the American Revolution (DAR) to inform the people that the Constitution is the basis for America's great heritage and the foundation for our way of life; and

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 Lincoln, do hereby proclaim September 17 through 23, 2018 as **CONSTITUTION WEEK** in the City of Lincoln, 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 Lincoln in the state of North Carolina on this sixth day of September in the year of our Lord two thousand eighteen.


ED HATLEY
MAYOR


DONNA C. FLOWERS, MMC
CTY CLERK

ITEM #

6

CITY OF LINCOLNTON POLICE DEPARTMENT

RODNEY JORDAN • CHIEF OF POLICE



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

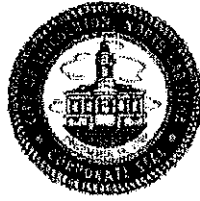
TO: Steve Zickefoose, City Manager
FROM: Chief R. Jordan *RJ*
SUBJECT: Presentations
DATE: August 27, 2018

The purpose of this memorandum is to request permission to present Officer's Devane Rushing and Steven Roper with their Intermediate Law Enforcement Certificates at the September 6th City Council Meeting. Each of these officers have logged hundreds of hours of training and worked several years to earn these certifications. The Intermediate Certificate is the second highest award issued by the North Carolina Training and Standards Commission.

Your Consideration is greatly appreciated.

ITEM #

7



City of Lincoln

AGENDA REQUEST FORM

Please Print

Name Carole Howell / LC Apple Festival

Address P.O. Box 435 Phone _____
Street

Lincolnton NC 28093 Email LCAppleFestival1972@
City State Zip gmail.com

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

Other Persons Accompanying Speaker Board members (probably) Tom Byson

Purpose of Request to Appear Updates on 2018 Festival
g give 4-shirts
a Cynthia Hoffman

Council Meeting date you wish to appear Sept 7

Amount of time required for Presentation 5-7 mins

Date form submitted to the City Clerk 7/18/2018

Carole Howell

Signature of Requesting Party

Return forms to:

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

ITEM #

8

MEMO TO: Mayor and City Council Members

FROM: City of Lincolnnton Planning Department

DATE: September 6, 2018

RE: Business Incentive Grant (BIG-4-2018)

Application for a Business Incentive Grant for building renovations for a new retail fabric store/linen production business at 602 East Main Street.

Project Information

- Location: 602 East Main Street
- Use: Building renovations for fabric store/linen production business to include the following:
 - Repair walls, fill all holes and cracks
 - Paint interior walls
 - Install a window between the upper and lower showroom
 - Install new lighting
 - Remove old carpet and install new carpet
 - Install ceiling fans in the production area
 - Renovate and upgrade three bathrooms
- Estimated project cost: \$29,775.00
- Anticipated start: September 2018

Anticipated completion: October 2018

Request

- \$14,887.50 for building renovations



BIG-04-2018

City of Lincolnton Business Incentive Grant Application
Building Rehabilitations and Renovations
Which Encourage
Economic Development in Lincolnton

DATE:

7/19/2018

NAME OF APPLICANT:

Tom Fox

PROJECT NAME:

Carolina Linen Co.

PROJECT DESCRIPTION: Full renovation of the ground-level.

Full details can be found in the attached documents.

PROJECT ADDRESS: 602 E. main street, Lincolnton NC, 28092

APPLICANT HOME ADDRESS: 223 W. main street, Lincolnton NC 28092

EMAIL ADDRESS:

tfoxnc@gmail.com

TELEPHONE:

704-473-1853

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

NAME OF PROPERTY OWNER:

South Oak St. LLC David Abernethy member/manager

ADDRESS: 139 Boulder Drive

Lincolnton NC 28092

EMAIL ADDRESS: davidabernethy90@gmail.com

TELEPHONE: 704 736 5188

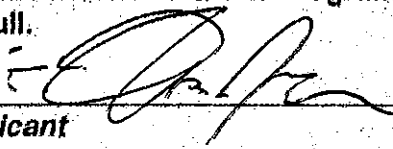
ATTACHMENTS REQUIRED (*incomplete applications will be returned to applicant*)

1. Provide an itemized cost estimate of all materials, supplies and labor costs of this project. (**Attach to application**)
2. Provide project plans, specifications, sketch or scaled drawing sufficient to accurately describe the proposed work. (**Attach to application**)
3. Provide a current photograph of (1) the building itself and (2) within the context of the streetscape clearly showing the existing conditions of the proposed area of improvement. (**Attach to application**)
4. Written plans for future improvements to the building and proposed time frame for such work. (**Attach to application**)
5. Samples of all exterior paint colors and awning fabrics (*if applicable*)
6. Copy of two-year lease, if leasing.

START DATE: ASAP

ANTICIPATED COMPLETION: Within a month's time of application
Acceptance

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



Signature of Applicant

PROPERTY OWNER CONSENT

If property owner differs from the business owner, I, South DAK ST LLC
Owner of the aforementioned property, consent to the proposed work being undertaken
by Tom Fox, the business owner. I as the property
owner have read and fully understand the requirements of the City of Lincolnton
Business Incentive Grant Program and agree with all the requirements set forth by the
Grant Application and Guidelines.

South DAK ST LLC by [Signature] member/manager

Signature of Property Owner (if different from business owner)

Program Standards

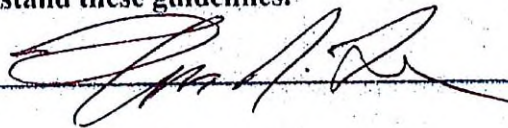
The Secretary of the Interior's Standards for Rehabilitation

The Secretary of the Interior's Standards for Rehabilitation are ten basic principles created to help preserve the distinctive character of a historic building and its site, while allowing for reasonable change to meet new needs. **All facade changes must meet these standards.** An illustrated guide is available for use from the City Planning Department to help property owners meet the standards.

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

I have read and understand these guidelines.

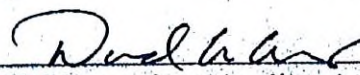
Signature of Applicant



Date

7/19/2018

Signature of Property Owner (if different from Applicant)

SouthOaks+LLC  member/manger

Date

7-27-2018

CAROLINA LINEN COMPANY

BUSINESS PLAN DESCRIPTION:

Carolina Linen Company will be operating out of the old Alda Crowe building at 602 East Main Street in Lincolnton, North Carolina. The business centers around the re-selling and production of high-quality fabrics and linens that can be used for upholstery, draperies, tablecloths, and many other household or event needs. As noted, the business will consist of two primary components:

- 1. Fabric Retail: The Retail component Carolina Linen Company will primarily be operated out of Showroom in the Lower-Upper and Lower-Lower areas of the Ground Level of the building, as well as the Upstairs. These areas will not only consist of upholstery-based fabrics made available for public purchase, but will also include items and products produced by the production aspect of the business (i.e. sewers). These items include, but not limited to, tablecloths, napkins, and draperies.**
- 2. Production: The Production component of the business will operate in the Lower-Back area of the building. This area will house multiple sewing machines and sewers, and will also be used for storing various forms of raw materials and inventory.**

The inventory and materials needed to operate both components of the business have already been purchased. This includes our stock of showroom fabric, sewing machines, and other items necessary for outfitting the space. These items are currently being stored in another warehouse space within Lincolnton waiting to be moved in. As the nature of the business primarily centers around these items, initial financing and start-up costs are nearly fulfilled.

Based on our business model and the location of the business, we expect the majority of our clientele will be local. As Ledford's Fabric & More is one of the few local shops with a model similar to Carolina Linen Company, we expect to draw from not only Lincolnton, but from surrounding cities as well. We also expect to have an online following as well, as we are planning on listing several items from our inventory through our website and other various platforms.

ITEM #

9

Council requested that the following draft ordinance be placed on the September agenda for public hearing. This ordinance would provide an additional protection to businesses from disruption due to public conduct. This is based on a ruling from the Supreme Court Case Chaplinsky v. New Hampshire (1942). The following opinion of the court was delivered:

“No person shall address any offensive, derisive or annoying word to any other person who is lawfully in any street or other public place, nor call him by any offensive or derisive name, nor make any noise or exclamation in his presence and hearing with intent to deride, offend or annoy him, or to prevent him from pursuing his lawful business or occupation.”

Observing the disruption of business, the harassment of customers, and responding to business/customer complaints provides police officers additional clear enforceable guidelines to protect the rights of businesses and customers.

A draft ordinance amendment is listed below:

Title XIII: GENERAL OFFENSES

Chapter 130. OFFENSES AGAINST PUBLIC PEACE AND SAFETY

Section 130.07 Prevention from pursuing lawful business or occupation

Individuals have the constitutional right to pursue their lawful business or occupation.

No person shall address any offensive, derisive or annoying word to any other person who is lawfully in any street or other public place, nor call him by any offensive or derisive name, nor make any noise or exclamation in his presence and hearing with intent to deride, offend or annoy him, or to prevent him/her from pursuing his lawful business or occupation.

Penalty, see § [93.999](#)

ITEM #

10

§ 90.06 ANIMALS AT SPECIAL EVENTS.

(A) It shall be unlawful for any owner to take an animal into or allow the animal to enter or remain within the boundaries of a festival, concert or other public gathering (special events). The event boundary shall include any area that is part of the event and shall include any public street, sidewalk or other publicly-owned area within the confines of such event.

(B) The following animals are exempt from the prohibitions contained in division (A):

(1) Service animals. A *SERVICE ANIMAL* is defined as any guide dog, signal dog, or other animal individually trained to provide assistance to an individual with a disability. If they meet this definition, animals are considered service animals. (An emotional support animal does not fall under the provisions of a service animal.)

(2) Animals under the control of the duty law enforcement personnel.

(3) Animals that are part of an authorized exhibit or attraction approved by the event organizers.

(C) Any animal that shows any sign of aggression in nature may be removed from an event regardless of whether or not it is a service animal. However, the mere breed of an animal alone does not satisfy the requirements of showing aggression.

(Ord. O-06-07, passed 11-1-2007; Ord. O-10-14, passed 11-6-2014) Penalty, see § [10.99](#)

90.10 - County ordinance; adopted.

The Lincoln County Animal Control Ordinance, as from time to time amended, is hereby adopted and incorporated by reference as if fully set out herein.

90.11 - County ordinance; enforcement.

The Lincoln County Animal Control Ordinance shall be applicable within the corporate limits of the city. The Lincoln County Animal Control Department as established and governed by the county ordinance shall enforce such county ordinance within the city limits with the full cooperation of the city.

90.12 - County ordinance; conflict.

Where any conflict appears between the provisions of this chapter and such county ordinance, the more restrictive shall apply and control.

DOGS AT LARGE

§ 90.20 GENERALLY.

It shall be unlawful for the owner or person in charge of any dog to permit the same to be at large on the streets or sidewalks, or to be off the owner's premises, in the city unless under the physical control of the owner or person in charge of the dog, either by leash or chain.

(Prior Code, § 3-20) Penalty, see § [10.99](#)

§ 90.21 DANGEROUS DOGS.

The authority and responsibility for dangerous dogs is delegated to the ~~A~~animal ~~S~~ervices ~~D~~epartment of ~~L~~Lincoln ~~C~~ounty per ~~L~~Lincoln ~~C~~ounty § 92.07 dangerous dogs.

(A) *Dangerous dogs prohibited.* It shall be unlawful for anyone to own, maintain, or harbor a dog cited and identified as a **DANGEROUS ANIMAL** in the county, as defined in Lincoln County § [92.02](#).

(Prior Code, § 3-21) Penalty, see § [10.99](#)

A DANGEROUS DOG is defined by Lincoln County § **92.02 DEFINITIONS** as:

(1) Any dog that without provocation has killed or inflicted severe injury on a person; or any dog owned or harbored primarily or in part for the purpose of dog fighting, or any dog trained for dog fighting; or is determined by the Animal Control Supervisor or his or her designee or the Board of Animal

Formatted: Font: Not Bold

Appeals to be potentially dangerous because the dog has engaged in one or more of the following behaviors:

- (a) Inflicted a bite on a person that resulted in broken bones or disfiguring lacerations or required cosmetic surgery or hospitalization;
 - (b) Inflicted severe injury upon a domestic animal when not on the owner's real property; or
 - (c) Approached a person when not on the owner's property in a vicious or terrorizing manner in an apparent attitude of attack.
- (2) This definition shall not include:
- (a) A dog being used by a law enforcement officer to carry out the officer's official duties;
 - (b) A dog being used in a lawful hunt;
 - (c) A dog where the injury or damage inflicted by the dog was sustained by a domestic animal while the dog was working as a hunting dog, herding dog, or predator control dog on the property of, or under the control of, its owner or keeper, and the damage or injury was to a species or type of domestic animal appropriate to the work of the dog; or
 - (d) A dog where the injury inflicted by the dog was sustained by a person who, at the time of the injury, was committing a willful trespass or other tort, was tormenting, abusing, or assaulting the dog, had tormented, abused, or assaulted the dog, or was committing or attempting to commit a crime.
- (3) A dog may not be deemed dangerous strictly because of its breed or part thereof.

(Prior Code, § 3-21) Penalty, see § [10.99](#)

§ 90.22 DUTY OF LINCOLN COUNTY ANIMAL SERVICES DEPARTMENT PER LINCOLN COUNTY § 92.04 FOR THE FOLLOWING:

(A) It is hereby declared the duty of the Lincoln County Animal Services Department to pick up any dog going at large per Lincoln County **§ 92.11 IMPOUNDMENT AND ADOPTION**

(B) Any dog at large picked up by the Lincoln County Animal Services Department shall be held or redeemed per Lincoln County **§ 92.11 IMPOUNDMENT AND ADOPTION** .

(Prior Code, § 3-22) Penalty, see § [10.99](#)

(C) *Animal bites*. The Animal Services Supervisor or his or her designee shall be responsible for the county investigation of all reported animal bites, and for the quarantine of any animal involved for a period of ten days.

(D) *Animal Shelter*. The Animal Services Supervisor or his or her designee shall be responsible for the County Animal Shelter's operation and maintenance.

(E) *Arrest and enforcement*. Animal Services Officers shall have the power to enforce all animal control laws of the state and violations of this subchapter in cooperation with the Health Director and by the authority of the County Sheriff.

(F) *Investigations*. The Officer shall:

- (1) Investigate all complaints of cruelty or abuse to any animal;
- (2) Investigate complaints involving and concerning animals and animal welfare; and
- (3) Investigate kennels and pet shops to ensure they are in compliance with animal control laws of the state and this subchapter.

(G) *Rabies control*. The Animal Services Officer shall enforce and carry out all rabies control laws of the state and this subchapter.

(H) *Seizure and impoundment*. The Officer shall be responsible for the seizure and impoundment of dogs and cats in violation of any animal control law of the state or this subchapter.

(Prior Code, § 3-22) Penalty, see § [10.99](#)

90.23 REMOVAL OF CANINE WASTE (DURHAM ORDINANCE LANGUAGE USED BELOW)

- a) Any person owning, harboring, walking, in possession of or in charge of a dog which defecates on public property, public park property, public right-of-way or any private property without the permission of the private property owner, shall remove all feces immediately after it is deposited by the dog. All feces removed in accordance with this section shall be placed in a suitable bag or other container that closes and disposed of in a lawful manner.
- b) Any violation of this section shall constitute a non-criminal violation punishable by a fine or a civil penalty in accordance with [INSERT PENALTY INFO HERE]
- c) The provisions of this section shall not apply to a guide dog, hearing dog or service dog accompanying any person with a disability.
- d) Nothing in this article shall prevent a private citizen from bringing an action to abate a nuisance or from bringing an action for damage, loss or injury to the private citizen or his property resulting from the animal being a public nuisance.

DOGS AND RABIES CONTROL

§ 90.35 VACCINATION OF DOGS.

The authority and responsibility for animal services is delegated to the ~~A~~animal ~~S~~services ~~D~~department of ~~L~~Lincoln ~~C~~ounty per ~~L~~Lincoln ~~C~~ounty § 92.06 responsibility of animal owner/harbinger.

All owners or custodians shall keep animals under sanitary and humane conditions; provide proper food and potable water daily; provide shelter from weather and maintain clean and sanitary quarters for the animals; provide medical attention for sick, diseased or injured animals and comply with G.S. § 130A-185, which requires all dogs and cats over four months of age to be vaccinated against rabies. A violation of this section shall be considered abuse of animals pursuant to G.S. § 153A-127.

(Prior Code, § 3-23) Penalty, see § [10.99](#)

Statutory reference:

Rabies vaccination required, see G.S. § 130A-185

§ 91.29 ANIMALS. Committee wondered if this was necessary. Research is 50/50 on allowing pets into cemeteries. Hollybrook staff requests that this remain as is.

It shall be unlawful for any owner to take an animal into or allow the animal to enter or remain within the boundaries of Hollybrook Cemetery.

(Prior Code, § 5-32) (Ord. O-07-07, passed 11-1-2007) Penalty, see § [10.99](#)

§ 93.049 LITTERING; GENERALLY.

It shall be unlawful for any person to throw or deposit upon any street or sidewalk, or upon any private property, except with written permission of the owner or occupant of the private property, any trash, refuse, pet waste, garbage, building material, cans, bottles, broken glass, paper or any type of litter.

(Prior Code, § 7-24) Penalty, see § [93.999](#)

Statutory reference:

Municipal litter regulation, see G.S. § 160A-303.1

Formatted: Font: Not Bold

Formatted: Font: Not Bold

Formatted: Font: Not Bold

Formatted: Font: Not Bold

Formatted: Font: Not Bold

Formatted: Font: Not Bold

Formatted: Font: Not Bold

§ 94.30 CERTAIN ACTIVITIES PROHIBITED.

The following acts or activities, when performed or undertaken in conjunction with or as a part of any parade, picket line or group demonstration, are hereby prohibited and declared unlawful:

- (A) The carrying on or about the person of any firearm or any weapon, including but not limited to blackjacks, nightsticks or flashlights which by their use might constitute a deadly weapon; or
- (B) The taking or keeping of a dog or other animal, whether leashed or unleashed.

(Prior Code, § 10-35) Penalty, see § [10.99](#)

§ 130.05 SPECIAL EVENTS AND FESTIVALS.

(A) The Chief of Police, or his or her designee, shall define an area within the city for the activities to be conducted and the duration of the activities. He or she shall have the authority to block streets to vehicular traffic, and control the conduct of participants and attendees of special events to the extent necessary to ensure public safety. The area as defined, and the duration of activities shall be clearly marked on maps posted on the barricades erected to block vehicular traffic, and shall be published prior to the events in the publication having general circulation in the Lincoln/Lincoln County area prior to the event.

(B) During the time and area so designated, the following activities shall be forbidden:

(1) The movement of powered vehicles (except for public safety and public works/utilities vehicles or others as approved for short distance movement on festival grounds while accompanied by law enforcement or festival officials);

(2) Per **§ 90.06 ANIMALS AT SPECIAL EVENTS**, It shall be unlawful for any owner to take an animal into or allow the animal to enter or remain within the boundaries of a festival, concert or other public gathering (special events). The event boundary shall include any area that is part of the event and shall include any public street, sidewalk or other publicly-owned area within the confines of such event. Animals that are part of an authorized exhibit or attraction approved by the event organizers shall be appropriately confined or restrained and under the physical control of the owner or person in charge of the animal, either by leash or chain; and

(3) Any conduct deemed to be disruptive or dangerous to participants or attendees of the special event. Abusive or threatening language that disrupts a special event or festival or that abuses or threatens another person in a manner likely to cause a fight or brawl at a special event or festival is prohibited. Noise Ord. 93.016(I) also applies.

(C) A violation of this section shall constitute a Class 2 misdemeanor unless it is alleged that the conduct was intentional or was carried out in a way that constituted willful or wanton disregard for the safety of the participants or attendees of the event, in which case it shall constitute a Class 1 misdemeanor.

(Prior Code, § 10-24) (Ord. O-55-97, passed 8-14-1997; Ord. O-18-2017, passed 12-7-2017) Penalty, see § [10.99](#)

ITEM #

11

MEMO TO: Mayor and City Council Members

FROM: Laura Elam, Planning Director

THROUGH: Steve Zickefoose, City Manager

SUBJECT: Contract for Technical Services on Brownfields Assessments

DATE: September 6, 2018

BACKGROUND

The City has been working to try to get abandoned mills re-used or redeveloped. These properties can be challenging to market for a number of reasons including concerns about potential environmental contamination. At this point, the City does not have any hard information regarding potential contamination to share with prospective developers or buyers.

In order to help address this issue, the City applied for an EPA community-wide brownfields assessment grant last year. Assessment grants provide funding for brownfields inventories, planning, environmental assessments and community outreach.

EPA COMMUNITY-WIDE ASSESSMENT GRANT

The EPA recently awarded the City two brownfields assessment grants totaling \$300,000. Community-wide hazardous substances and petroleum grant funds will be used to conduct Phase I and Phase II Environmental Site Assessments (ESAs), cleanup and reuse planning activities, and community outreach activities.

Utilization of the EPA grant funding does not require a local match. The only cost to the city will be staff time for administration and oversight of the program, required training and advisory committee and community meetings.

NEXT STEP

The next step in the process is for the City to engage a brownfields consulting firm to perform the specialized and technical requirements of the grant program such as preparation of environmental assessments and clean up plans. The EPA grant funding will pay 100 percent of the costs of the consultant.

The City requested statements of qualifications from brownfields experts through an RFQ process. Four (4) firms submitted letters of interest in response to the RFQ including Mid-Atlantic, ECS, Intertek PSI and Cardno. A staff selection team appointed by the City Manager reviewed the qualification statements and assessed the firms in accordance with the RFQ selection criteria. The staff team unanimously selected Cardno as the most qualified firm to provide the services for this program.

Attached is the draft contract between the City and Cardno for technical services for \$290,000. All fees to be paid to Cardno will be come directly from the EPA grant fund, not additional City

funds. The remainder of the grant funds can be used by the City for purchase of necessary equipment and required training, subject to all grant program criteria.

ACTION REQUESTED: City Council approval of attached contract with Cardno to perform technical services for the City's brownfields program.



Master Professional Services Agreement

Cardno Contract ID / Project ID: TBD

This Agreement is made effective July 1, 2018 by and between Cardno, Inc., a Delaware corporation ("Cardno") having a place of business at 1812 Lincoln St, Suite 301, Columbia, SC 29101, and City of Lincolnton, ("Client") having a place of business at P.O Box 617 (114 West Sycamore St.), Lincolnton, NC 28093. Cardno and Client are each individually referred to as a "Party" and collectively as the "Parties."

NOW, THEREFORE, Client hereby engages the services of Cardno and, in consideration of the mutual promises and covenants herein contained, the Parties agree as follows:

ARTICLE 1: AUTHORIZATION OF SERVICES

- a. The scope of services ("Services") for this Agreement will be defined in Task Orders issued pursuant to this Agreement. Task Orders will be similar in format to **Exhibit A**, entitled "Sample Task Order Format," attached hereto and made a part hereof. Each Task Order will specify: (1) the Client's project name; (2) the scope of work; (3) the estimated budget required to complete the scope of work; (4) the date on which the work is to begin, and the date on which the work is expected to be completed; (5) any changes to terms and conditions of this Agreement, including a copy of the Prime Agreement and any additional terms and conditions applicable to the Task Order, if required for the specific project; and (6) the contact names of the Client's and Cardno's respective principal representatives for the Task Order.
- b. Cardno will commence work under each Task Order upon receipt of a Task Order signed by an authorized representative of Client and accepted by an authorized representative of Cardno.
- c. Cardno will complete the services defined in each Task Order as expeditiously and economically as is consistent with the best interests of the Client and with the customary industry standards of professional skill, care and diligence and the orderly progress of the overall work on the Project by the Client and their contractors and subcontractors. If Cardno, in the course of performing its services under any given Task Order, determines it will be unable to complete the services within the time schedule or authorized limit of charges specified in the Task Order, it will promptly notify Client.

ARTICLE 2: PAYMENT

- a. Unless otherwise specified in the Task Orders, Cardno will submit invoices to Client monthly for services provided during the previous month. Each invoice will identify the project name and cost of the services provided. As agreed in writing in Exhibit A or if applicable in Exhibit B attached hereto and made a part hereof, is the schedule of Cardno's billing rates which are applicable to the work covered by this Agreement. Cardno's rates are subject to increase annually.
- b. Within thirty (30) days following Client's receipt of each invoice rendered by Cardno pursuant to this Agreement, Client will pay the amount invoiced. If Client disputes any portion of an invoice, Client will notify Cardno in writing of such disputed items within 10 days of invoice date. In the event any invoice has not been paid in full within sixty (60) days of the invoice date, Cardno may immediately suspend all or any portion of the Services hereunder indefinitely pending payment in full of such invoice(s).
- c. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest allowable. Collection fees and any additional legal costs associated with the recovery of outstanding payments may also be applied.

ARTICLE 3: TERMINATION

This Agreement will continue in effect until terminated by either Party upon thirty (30) days written notice to the other party. Any such termination, however, will not terminate Cardno's obligations under Article 6 hereof nor either party's obligations under Article 11.

In the event Client terminates this Agreement or any Task Order, Client will reimburse Cardno for all services provided under any Task Order in addition to expenses incurred by Cardno in satisfying commitments for materials, equipment and services, which were made by Cardno prior to such termination. Such expenses may include the cost of returning or disposing of unused materials and equipment and terminating agreements for services by third parties. Cardno, however, will use its best efforts to minimize such costs.

ARTICLE 4: SUSPENSION OF SERVICES

If the Project is suspended for more than thirty (30) calendar days in the aggregate, the Client shall pay Cardno for all services and work performed prior to receipt of the notice of suspension. Cardno shall have no liability to Client for delay or damage caused Client because of a suspension of services. Upon resumption of the Project, Cardno shall be entitled to an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the Project is suspended for more than ninety (90) days, Cardno may, at its option, terminate this agreement upon giving seven (7) days notice in writing to the Client.

ARTICLE 5: FORCE MAJEURE

Neither Party shall be held responsible for any delay or failure in performance of any part of this agreement to the extent such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing Party

ARTICLE 6: CARDNO'S RESPONSIBILITIES

- a. Cardno shall perform the Services with the reasonable skill and care required by customarily accepted professional practices and procedures normally provided in the performance of such Services at the time in which the Services were performed. This standard of care is the sole and exclusive standard of care that will be applied to measure Cardno's performance Cardno makes no other representations or warranties, express or implied.
- b. Cardno shall be solely responsible for: a) completion of the Project in accordance with the specifications outlined in the Task Order, b) supervision of Cardno's employees and subcontractor's on the Project; c) keeping accurate records of information obtained during the course of the Project; d) obtaining and maintaining proper licenses and permits for Cardno's Services; and e) compliance in all material aspects with applicable laws and regulations including those pertaining to Cardno's employees' wages, hours, fair employment practices, worker's compensation insurance, and similar employer responsibilities.
- c. Cardno specifically disclaims any authority or responsibility and Cardno does not have authority, responsibility or liability for, the means, methods, techniques, sequences or procedures of construction selected by Contractor(s); for safety precautions and programs in connection with or incident to the work of Contractor(s); or for any failure of Contractor(s) to perform their work or to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) performing their work.
- d. Differing Site Conditions: If Differing Site Conditions adversely affect Cardno's performance of services as contemplated by this Agreement, then 1) Cardno shall be permitted to terminate its Services after notifying the Client of such Differing Site Conditions, and 2) if Client wishes Cardno to continue performance of its Services, Client and Cardno shall agree, in writing, to new or modified scope of services and fees provisions under the Agreement to reflect the cost and schedule impact of such conditions. For purposes of this Agreement, "Differing Site Conditions" means physical, structural, subsurface, soil or other conditions uncovered, revealed or discovered which differ from 1) those presented by Client to Cardno, in any RFP or otherwise, 2) those ordinarily encountered and generally recognized as inherent in work of a similar character, or 3) those apparent based upon a reasonable visual inspection of the Project site.
- e. Cardno shall perform its Services as expeditiously as is consistent with the preceding standards of professional skill and care, but shall not be responsible for delays that may occur that are beyond Cardno's reasonable control

ARTICLE 7: CLIENT'S RESPONSIBILITIES

Client shall be solely responsible for: a) maintaining overall supervision of the Project beyond the immediate scope of Cardno's Services; b) making available to Cardno information regarding existing and proposed conditions of the site, including any new information or material change in plans that become available, and; c) locating for Cardno and assuming responsibility for the accuracy of any representations as to the locations of all underground utilities, pipelines, tanks and other installations. Cardno will not be responsible for damage to items not so located; d) providing free and unencumbered access to the site for all necessary equipment and personnel during normal working hours; e) as necessary, locating for Cardno the property boundaries and being responsible for accuracy of boundaries and markers; f) retaining ownership of, and responsibility for all contaminated material Cardno located on site or found as a result of the Project and g) obtaining all required and necessary approvals and permits required for the performance of any services by Cardno. Cardno shall be entitled to reasonably rely upon the accuracy and completeness of information, reports, tests, data and recommendations provided by or on behalf of Client.

ARTICLE 8: INDEPENDENT AGENT

Each party shall be an independent agent with respect to work under this Agreement, and shall not be deemed to be the servants, employees, or agents of the other.

ARTICLE 9: CONFIDENTIALITY

- a. Cardno will maintain in confidence the nature of its services hereunder, as well as all information made available to Cardno by Client during the term of this Agreement or resulting from services performed by Cardno under this Agreement. The confidential obligation imposed on Cardno by Article 9a, however, will not extend to any such information insofar as, and from such time as Cardno may disclose (i) as required by law, (ii) pursuant to court order, (iii) to its subcontractors, agents or other representatives as may be reasonably necessary to perform its services hereunder (iv) for the purpose of prosecuting or defending any litigation, or (v) Cardno can show by reasonable proof has been in the public domain. Cardno agrees to use information intended to be kept confidential under this Article 9a solely for the benefit of Client.
- b. Cardno will require each person it retains to perform services for Client under this Agreement to comply with Cardno's confidential obligations under Article 9a above.

ARTICLE 10: INSURANCE

- a. Cardno represents that it will maintain during the term of this Agreement, and for any period thereafter required by the terms of the Prime Agreement, at its sole expense Worker's Compensation, Commercial General Liability, Automobile Liability, Maritime, Professional Liability and Pollution insurance.
- b. Certificates of all insurance required under this Agreement will be furnished to the Client prior to commencement of Services.

ARTICLE 11: INDEMNIFICATION

- a. Cardno shall indemnify and hold harmless Client from and against damages, liabilities, costs and expenses, including but not limited to reimbursement of reasonable attorney fees arising out of damages or injuries to persons or property to the extent caused by the negligence, gross negligence or willful misconduct of Cardno or anyone acting under its direction or control or on its behalf in the course of its performance under this Agreement; provided that Cardno's aforesaid indemnity and hold harmless obligation shall not be applicable to any liability based upon the sole willful misconduct or sole active negligence of Client or upon use of or reliance on information supplied by Client or on behalf of Client to Cardno in preparation of any report, study or other written document and further provided, however, in no event shall Cardno be responsible for any form of consequential damages, including, but not limited to loss of sales, loss of profits, and attorney fees thereon.
- b. Client shall indemnify and hold harmless Cardno from and against damages, liabilities, costs and expenses, including but not limited to reimbursement of reasonable attorney fees arising out of (i) damages or injuries

to persons or property caused by the negligence, gross negligence or willful misconduct by Client or anyone acting under its direction or control or on its behalf in connection with this Agreement and (ii) claims, actions or demands for environmental liability arising from, or in relation to, any condition (not caused by the negligence of Cardno or anyone acting under its authority) on, under or in connection with Owner's real property or relating to Operations conducted by Client; provided that Client's aforesaid indemnity and hold harmless obligation shall not be applicable to any liability based upon the sole willful misconduct or sole active negligence of Cardno and further provided, however, in no event shall Client be responsible for any form of consequential damages, including, but not limited to loss of sales, loss of profits and attorney fees thereon.

- c. For purposes of this Article 11, the duty to indemnify does not include the duty to pay for or to provide an up-front defense against unproven claims or allegations.
- d. Where any claim results from the joint negligence, gross negligence, or willful misconduct, by Client and Cardno, the amount of such damage for which Client or Cardno is liable as indemnitor under this Article 11 shall equal the proportionate part that the amount of such claim attributable to indemnitor's negligence, gross negligence, willful misconduct, bears to the amount of the total claim attributable to the joint negligence, gross negligence, or willful misconduct, at issue.

ARTICLE 12: LIMITATION OF LIABILITIES

Notwithstanding any other provision in this Agreement, the Client agrees to strictly limit Cardno's liability under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, to the lesser of five times the fees paid to Cardno for the Services or the maximum of insurance provided. No claim may be brought against Cardno in contract or tort more than two (2) years after the cause of action arose. Any claim, suit, demand or action brought under this Agreement shall be directed and/or asserted only against Cardno and not against any of Cardno's employees, shareholders, officers or directors. Cardno's liability with respect to any claims arising out of this Agreement shall be limited as provided herein to direct damages arising out of the performance of the Services and Cardno shall not be held responsible or liable whatsoever for any consequential damages, injury or damage incurred by the actions or inactions of the Client, including but not limited to claims for loss of use, loss of profits and loss of markets.

ARTICLE 13: DISPUTE RESOLUTION PROCEDURES

- a. If requested in writing by either the Client or Cardno, the parties shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into a management/principal level meeting/s, in an effort to seek a mutually satisfactory resolution. Such a meeting shall occur within thirty (30) days from the first date of the written request for such meeting.
- b. If a dispute cannot be settled informally between the parties within a period of thirty (30) calendar days, the parties shall enter structured non-binding negotiations with the assistance of a mediator. The mediator shall be appointed by agreement of the parties.
- c. If the parties are unable to reach an acceptable resolution of the dispute, controversy, or claim through the mediation process, the parties shall have any and all rights and remedies available to it under this Agreement and any and all rights and remedies at law or in equity. Cardno's right to record a lien or bond claim to prosecute a lien or bond claim shall not be stayed, limited or delayed by the mediation process.

ARTICLE 14: ATTORNEY FEE PROVISION

With respect to any dispute relating to this Agreement, or in the event that a lien, suit, action, arbitration, mediation, or other proceeding of any nature whatsoever is instituted to interpret or enforce the provisions of this Agreement, including, without limitation, any proceeding under the U.S. Bankruptcy Code and involving issues peculiar to federal bankruptcy law or any action, suit, arbitration, or proceeding seeking a declaration of rights or rescission, the prevailing party shall be entitled to recover from the losing party its reasonable attorney fees, paralegal fees, expert fees, and all other fees, costs, title reports, title guarantee reports, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the judge or arbitrator at trial, arbitration,

mediation, or other proceeding, or on any appeal or review, and all proceedings in U.S. Bankruptcy Court. Cardno shall also be entitled to reasonable attorney's fees and costs incurred in enforcing any arbitration award and/or judgment, in addition to all other amounts provided by law.

ARTICLE 15: ACCESS TO RECORDS

Client, or its duly authorized representatives, will have access at all reasonable times, during the performance of any the Services and for a period of two (2) years thereafter, to Cardno's books, records and all other documentation pertaining to Cardno's Services under this Agreement. Cardno will preserve for a period of two (2) years after completion or termination of the Services under this Agreement all documents pertaining to Cardno's Services under this Agreement.

ARTICLE 16: OWNERSHIP OF DOCUMENTS

- a. All documents prepared by or on behalf of Cardno in connection with any project performed under this Agreement are to be considered instruments of service for the execution of the Project. Cardno shall retain any and all intellectual and property rights in these documents, whether or not the Project is completed. Payment to Cardno for the Services rendered and pursuant to the payment terms under this Agreement shall be a condition precedent to the Client's right to use any of the documentation prepared by Cardno. Such documents may not be used for any other purpose without the prior written agreement of Cardno. However, the Client shall have a permanent non-exclusive, royalty-free license to use any concept, product or process which is patentable or capable of trademark, produced by or resulting from the Services rendered by Cardno in connection with the Project, for the life of said Project.
- b. In the event any of Cardno's documents are subsequently used, reused and/or modified in any respect without Cardno's involvement and oversight, the Client hereby agrees to release, indemnify and hold Cardno, its officers, employees, consultants and agents harmless from and against any claims or damages arising from the reuse or modification of said documents.
- c. Further, Cardno cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). The Client hereby agrees to release, indemnify and hold Cardno, its officers, employees, consultants and agents harmless from and against any claims or damages arising from the use of said Electronic Files. Electronic files will remain the property of Cardno, may not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to any third party without Cardno's prior written consent.

ARTICLE 17: ARCHIVED DATA

Client agrees to compensate Cardno for all costs associated with archiving relevant project data files accumulated as a part of this Agreement. Cardno agrees to store and maintain this data to the best of its capabilities for a period of two (2) years. Client agrees to compensate Cardno for any future requests for retrieval or distribution of Archived Data.

ARTICLE 18: NOTICES

Any notices or written statements hereunder shall be deemed to have been given when mailed by certified or registered mail or via email, with receipt of reply, to the party entitled thereto at its address noted at the top of this Agreement or at such other latest address as it may designate in writing to the other party for this purpose.

ARTICLE 19: ASSIGNMENT

Neither party to this Agreement shall, without the prior written consent of the other party, which shall not be unreasonably withheld, assign the benefit or in any way transfer its obligations under this Agreement or any part hereof. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

ARTICLE 20: NON-SOLICITATION

- a. Neither Party shall knowingly solicit, recruit, hire or otherwise employ or retain the employees of the other working under this Agreement during the Term of this Agreement and for one (1) year following the termination or expiration of this Agreement without the prior written consent of the other Party. However, neither Party shall be restricted from soliciting or recruiting generally in the media, or from hiring, without prior written consent, the other Party's employees who answer any advertisement or otherwise voluntarily applies for hire without having been personally solicited.
- b. For a breach of Article 20a, an amount equal to twice the base annual salary of the recruited employee at the time of their departure shall be paid by the hiring party to the other party.

ARTICLE 21: HAZARDOUS MATERIALS

- a. Hazardous substances shall be defined as any chemically derived or naturally occurring substance or waste material reasonably considered subject to any federal or state law regulating such substances or wastes as hazardous.
- b. Client will disclose to Cardno all known or reasonably available information regarding past uses, existing conditions, and proposed uses of the site. Client will specifically identify and describe to Cardno all releases of hazardous substances known or reasonably believed to have occurred which are relevant to the services to be performed by Cardno. Client will furnish any additional information requested by Cardno including but not limited to: existing reports, plans, surveys, water and soil test data, and permits issued by agencies of government. Client authorizes Cardno to use all information supplied, including incorporating the information by copying or direct reference into reports prepared by Cardno.
- c. For services involving or relating to hazardous waste elements of this Agreement, it is further agreed that Client shall indemnify and hold harmless Cardno from and against damages, liabilities, costs and expenses, including but not limited to reimbursement of reasonable attorney fees arising out of or resulting from the performance of work by Cardno, or claims against Cardno arising from the work of others related to hazardous waste. This release and indemnification provision extends to claims against Cardno which arise out of, are related to, or are based upon the disbursal, discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases, or any other material, irritant, contaminant, or pollutant in or into the atmosphere, or on, onto, upon, in or into the surface or subsurface of (a) soil, (b) water or water courses, (c) objects, or (d) any tangible or intangible matter, whether sudden or not.
- d. Hazardous Waste and Hazardous Substance Transportation and Disposal: Hazardous wastes and hazardous substances, as defined by federal and state law, encountered by Cardno, shall be deemed to have been generated by and the property of Client. Cardno's discovery, excavation, handling, packaging, and storing of such wastes shall be as Client's agent and Cardno shall incur no liability whatsoever with respect to such wastes except where such liability arises out of its willful misconduct or wanton negligence. Client shall be solely responsible for selection of transporters and disposal or treatment sites. Client's EPA number shall accompany all shipments of hazardous wastes and Client shall be solely responsible for all fees, taxes, and other charges associated with hazardous wastes. In the event Client is unavailable or for any other reason fails to exercise its obligations under state and federal hazardous waste laws, Cardno is hereby authorized to act as Client's agent to the extent necessary to properly manage any hazardous wastes and hazardous substances encountered during work for Client in accordance with applicable laws and regulations or in compliance with the orders of any federal, state or local agency. All such work shall be billed to Client on a time and expense basis.
- e. Client hereby agrees to comply with all requirements of federal, state, and local laws, regulations, and ordinances governing notifications of hazardous substance releases immediately upon notification by Cardno that a release, threatened release, or other reportable event has occurred and that notification is required. In the event that Client or Client's agent is unavailable to make such required report or otherwise fails to do so, Client hereby authorizes Cardno to make reports on its behalf.
- f. In the event of the discovery of hazardous substances of a nature or in a quantity not revealed by Client to Cardno pursuant to this agreement and referenced incorporated thereto, or any other condition rendering



Master Professional Services Agreement

further work pursuant to this agreement unsafe, in violation of law, or reasonably believed to exceed the scope of work agreed to, Cardno reserves the right to suspend work and notify Client. Client agrees to negotiate in good faith with Cardno on revised terms for completion of original agreement or additional services as recommended by Cardno. Notwithstanding the outcome of such negotiations and during such negotiations Cardno shall perform services as it deems necessary to secure the site, place hazardous substances in a safe condition, and comply with applicable laws and regulations on behalf of Client and shall be compensated by Client as specified herein.

ARTICLE 22: ATTRIBUTION/PROMOTION

Cardno shall have the right to include photographic or artistic representations of the design of the Project among Cardno's promotional and professional materials. Cardno shall be given reasonable access to the completed Project to make such representations. However, Cardno's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised Cardno in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for Cardno in the Owner's promotional materials for the Project.

ARTICLE 23: WAIVER

Failure by one Party to notify the other Party of a breach of any provision of this Agreement shall not constitute a waiver of any continuing breach. Failure by one Party to enforce any of its rights under this Agreement shall not constitute a waiver of those rights. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof.

ARTICLE 24: GOVERNING LAW

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be interpreted and governed by the laws of the place of the project.

ARTICLE 25: LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

ARTICLE 26: ENTIRE AGREEMENT

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties relating to the subject matter of this Agreement and is the entire understanding and agreement related thereto. This Agreement may be amended by mutual consent of the parties in writing to be attached hereto and incorporated herein, executed by Cardno's and the Client's respective representatives.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names by their duly authorized representatives.

Cardno, Inc.

City of Lincolnton, NC

By: 

By: _____

Print Name: Brian Kvam, PG

Print Name: _____

Title: Senior Principal

Title: _____

Date: July 26, 2018

Date: _____



Master Professional Services Agreement EXHIBIT A – TASK ORDER

EXHIBIT A TASK ORDER

Cardno Contract ID / Project ID: TBD

Task Order No: 01
Date: August 1, 2018
Project Name: Lincolnton Brownfields Assessment – FY18

Cardno

Name: Cardno, Inc.
Address: 1812 Lincoln St., Suite 301, Columbia, SC 29201
Phone: 803-929-6071
Representative: Brian Kvam, PG Email: brian.kvam@cardno.com

Client

Name: City of Lincolnton
Address: P.O. Box 617, Lincolnton, NC 28093
Phone: 704-736-8930
Representative: Laura Elam, AICP Email: lauraelam@ci.lincolnton.nc.us

This order is issued pursuant to our Agreement dated July 1, 2018 and unless otherwise specified herein, the performance of services hereunder and the payment thereof shall be subject to the terms and conditions of said Agreement. The services authorized hereunder are described below.

DESCRIPTION OF SERVICES: Cardno shall perform the following Services (hereafter "Services"):

See attached Scope of Work (SOW), per the EPA Community-Wide Assessment Work Plan submitted on June 22, 2018.



Master Professional Services Agreement EXHIBIT A –TASK ORDER

ESTIMATED TOTAL COST: \$290,000.00

Schedule: Commencement Date: October 1, 2018
Estimated Completion Date: September 30, 2021

CONTRACT PRICE: Subject to the terms below, Client will compensate Cardno as follows:

Cardno will invoice monthly on a not-to-exceed Time & Materials basis per the prevailing rate schedule (attached as "Cardno 2018 Rate Schedule").

Client shall remit payment to: Cardno, Inc.
P.O. Box 123400
Dallas, TX 75312-3400

Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by any government entity on fees for services. Such taxes will be added to all invoices as required.

Where the Services or services conditions change, Cardno shall submit to the Client in a timely manner, documentation of the revisions to Exhibit "A" adjusting the Contract Services Time and Price as required.

Unless otherwise specified, charges for services are based on Cardno's Cardno 2018 Rate Schedule ("Rate Schedule"). The Rate Schedule is subject to escalation from time to time.

Cost Estimate: Any opinion of costs of construction prepared by Cardno is supplied only for the general guidance of the Client. Cardno has no control over the cost of labor, materials, equipment or services furnished by others, or over contractors' methods of determining prices, or other competitive bidding or market conditions. Cardno's preparation of Cost Estimates are made on the basis of Cardno's experience and judgment and are Cardno's opinion of the cost of construction and not a guarantee of the accuracy of such opinion as compared to contract bids or actual costs to Client. Cardno does not warrant that bids or ultimate construction costs will not vary from its opinion of cost estimates.

Reimbursable Expenses: As contemplated throughout this Agreement, Reimbursable Expenses are an obligation of the Client and such Reimbursable Expenses will be included on the invoices issued to Client per the Cardno fee schedule.

ACCEPTED:

Cardno, Inc.

City of Lincolnton

By: 
Print
Name: Brian Kvam, PG
Title: Senior Principal
Date: July 26, 2018.

By: _____
Print
Name: _____
Title: _____
Date: _____

Scope of Work (SOW) – Lincolnnton Task Order-01

Services:

Cardno anticipates performing the following tasks in implementing the City of Lincolnnton's (City) Brownfields Community-wide Assessment Grant awarded by the United States Environmental Protection Agency (EPA) in June 2018.

TASK 1 -PROJECT MANAGEMENT AND REPORTING

Cardno will assist the City in the management of this project in accordance with the work plan and all required statutes, circulars, and terms & conditions, including establishment and maintenance of necessary cooperative agreement records and files; financial management, project oversight, attendance at necessary project meetings, and attendance at EPA conferences and/or meetings and conferences deemed appropriate by the City. Cardno will complete and submit quarterly progress reports, Disadvantaged Business Enterprise (DBE) Reports, Property Profile Forms, Federal Financial Reports (FFRs / SF-425), and a Final Technical Report. Further, we will update the ACRES database with information at appropriate times in the assessment process.

Additionally, Cardno will work with the City to develop and manage a Brownfield Advisory Board (or similar) that will help guide the City and serve as a stakeholder group on brownfield projects throughout the community.

TASK 2 - PUBLIC INVOLVEMENT / COMMUNITY OUTREACH

Cardno will work with the City to develop and implement a Community Involvement Plan (CIP) to ensure that community concerns are considered in the assessment of brownfields properties in the City. At a minimum, the CIP will detail outreach efforts to include appointing a spokesperson to respond to public, media, or other information requests; maintaining and updating a brownfield website; maintaining an information repository (website will act as a repository as well); and scheduling and attending public meetings to provide information, education, and updates about the program.

TASK 3 - SITE INVENTORY AND CHARACTERIZATION

Cardno will work with City staff, the Advisory Board, and other stakeholders to complete a Brownfields Site Inventory to identify and prioritize sites for assessment and redevelopment. We will develop, review and upgrade, if necessary, a property ranking system and apply it to each of the properties in the inventory to focus the majority of the effort on the sites that have the greatest potential for the end user.

Phase I ESAs

The American Society for Testing & Materials (ASTM) Standard Practice for Environmental Site Assessment (E-1527-13, or appropriate standard at the time of completion) and EPA's All Appropriate Inquiry (AAI) Rule will be followed on each of the selected parcels in the study area. The focus of assessments will be collection and reporting of information in evaluating business environmental risk in a commercial real estate transaction, rather than solely assisting in satisfying base due diligence issues under Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA).

Phase II ESAs

At the start of the project and as required by EPA Region 4, Cardno will develop and submit for approval a Generic Quality Assurance Project Plan (QAPP) to include procedures for assessing and handling media contaminated with both hazardous and petroleum substances (overlapping hazardous and petroleum grants). Cardno will be responsible for conducting the technical aspects of Phase II ESAs under the direction of the City and Advisory Board on the highest priority sites. The Phase II ESA is an effort to characterize the occurrence, distribution, nature and extent of petroleum and hazardous compounds in soil and groundwater at a property through site-specific sampling and analysis.

Prior to initiating Phase II ESA site activities, Cardno will complete the Site Eligibility Determination (SED) and Site-Specific QAPP for submittal and approval by EPA and/or North Carolina Department of Environmental Quality (NCDEQ), as needed. The Site-specific QAPP Addenda will act as the Sampling and Analysis Plan (SAP) for the site. Additionally, Cardno will prepare an Environmental Health and Safety Plan (HASP) prior to field work commencing. The results of any Phase II ESA investigation will be documented in a Site Investigation Report (SIR), Site Assessment Report (SAR), or Phase II ESA Report.

Endangered Species Act and National Historic Preservation Act Reporting

EPA may require an endangered species and cultural resource survey to be completed on sites where Phase II ESA activities will be conducted. A letter report describing the results of our investigations and the potential effect of the proposed project on protected species or cultural resources will be prepared, as necessary, and provided to the City.

TASK 4 - CLEANUP PLANNING / REDEVELOPMENT PLANNING

The ultimate goal for redevelopment is to provide potential site developers and/or other stakeholders with documents that quantify and qualify the environmental risks on a particular property. Subsequent to assessment activities, Cardno will develop remediation and cleanup plans on property(ies) determined to be the highest priority, as necessary and as funding allows. These activities may include the development of an Analysis of Brownfield Cleanup Alternatives (ABCA). The purpose of the ABCA is to identify potentially applicable remediation alternatives and estimating the nature, extent, duration, and cost of implementing site remediation activities. Data collected from site assessment activities in conjunction with any other data available for the property(ies) will be used as the basis for evaluating potential remedial alternatives. ABCA(s) developed for properties assessed under this grant will be submitted to EPA and/or NCDEQ Brownfield Program for review and approval.

As a part of the redevelopment planning, one or two visioning or redevelopment workshops may be conducted to gather community input on redevelopment options for selected properties. Properties selected for redevelopment will be based on reuse alternatives identified through community outreach activities. The level of remedial action can then determine how to best meet the needs of the community and a future developer. Cardno will assist in negotiating brownfields agreements (BFA) with NCDEQ, if needed.

Period of Performance:

The services shall be completed between October 1, 2018 and September 30, 2021 (the grant period).

Estimated Cost

This is a time and material type contract with a total not-to-exceed cost of \$290,000.00. Correspondingly, Cardno shall invoice monthly in accordance its prevailing Time and Material Rate Schedule attached hereto and incorporated by reference. Rates may be increased on an annual basis no more than 3%. The total not-to-exceed cost can be increased with the prior written approval of both parties.

Technical Points of Contact:

Cardno Project Manager:

Brian Kvam, PG
Senior Principal
Cardno
1812 Lincoln Street, Suite 301
Columbia, South Carolina 29201
(803) 929-6071
brian.kvam@cardno.com

City Brownfield Project Manager:

Laura Elam, AICP
Director, Planning & Development Services
City of Lincolnton
P.O. Box 617
Lincolnton, North Carolina 28093
(704) 736-8930
lauraelam@ci.lincolnton.nc.us



2018 CONSULTING SERVICES RATE SCHEDULE

LABOR RATES	
CLASSIFICATION	RATE
EXPERT WITNESS	\$270
PROJECT DIRECTOR	\$190
BROWNFIELDS SPECIALIST III	\$180
SENIOR PRINCIPAL	\$165
PRINCIPAL	\$155
PROJECT MANAGER / SENIOR GEOLOGIST / SENIOR ENGINEER	\$150
PROFESSIONAL GEOLOGIST / ENGINEER	\$145
ENVIRONMENTAL SCIENTIST III	\$130
LANDSCAPE ARCHITECT II	\$125
3 MAN SURVEY CREW	\$125
PLANNER II	\$120
GIS SPECIALIST II	\$115
GEOLOGIST II / ENGINEER II	\$110
BROWNFIELD SPECIALIST II	\$110
INSPECTOR (ASBESTOS, LEAD) I	\$110
DESIGNER II	\$110
ENVIRONMENTAL SCIENTIST II	\$105
PLANNER I	\$100
GIS SPECIALIST I	\$95
2 MAN SURVEY CREW	\$95
GEOLOGIST I / ENGINEER I / ENVIRONMENTAL SCIENTIST I	\$90
LANDSCAPE ARCHITECT I	\$85
CAD OPERATOR/DRAFTSMAN II	\$85
DESIGNER I	\$75
FIELD TECHNICIAN III / BROWNFIELD SPECIALIST	\$75
BROWNFIELDS ADMINISTRATOR	\$70
FIELD TECHNICIAN II	\$65
CLERICAL / CAD OPERATOR / DRAFTSMAN I	\$60
FIELD TECHNICIAN I / TECHNICAL SUPPORT STAFF	\$55
INTERN	\$40
CHARGEABLE EXPENSES / SUBCONTRACTORS	COST + 15%

ITEM #

12



PARKS AND RECREATION

Marcia H. Cloninger Rail Trail **Policies and Procedures**

Marcia H. Cloninger Rail Trail

The 1.7 mile long Marcia H. Cloninger Rail Trail is constructed along the historic Carolina and Northwestern Railroad (C & NW). Running North, the Marcia H. Cloninger Rail Trail begins at Motz Avenue and currently ends at City Park, located at 1000 N. Aspen Street. The paved surface trail runs through residential and downtown areas of Lincolnton, with access to several City streets, including East Main Street. The rail-trail is a connector to three City-owned parks: Betty G. Ross Park, First Federal Park, and City Park.

Rail-Trail Parking

Parking is available along the trail at Betty G. Ross Park, Motz Avenue, the gravel lot at Congress & Government Street, First Federal Park, & City Park.

Restroom Facilities

Public restroom facilities are available along the trail at the following locations: Betty G. Ross Park, First Federal Park, and City Park. Restroom hours are: Monday through Saturday 7am – Sunset; Sundays 1pm – Sunset.

Hours of Operation

The rail-trail is open daily to the public on a 24-hour basis. The trail is open to walkers, joggers, in-line skaters, and cyclists.

Rail Trail Rules

So that all may enjoy the trail, we ask that you please abide by the following rail trail rules:

- All pets must be leashed and under control. Please clean up after your pets. Pet waste stations are located at the ends and middle of the trail.
- Only authorized motor vehicles are allowed on the rail trail.
- Bicyclist, Skateboarders, Skaters, and Joggers are to yield to pedestrians.
- Poisonous snakes, insects, and plants are all parts of the natural environment. Please be aware of your surroundings.

PROHIBITED:

- Solicitation
- Alcoholic Beverages, Drugs, Fireworks, etc.
- Glass Containers
- City of Lincolnton Code of Ordinances prohibits any person to damage, deface, or interfere with city property and/or public utility components on or about this recreation trail. Violators are punishable by fines and/or incarceration.
- City of Lincolnton Code of Ordinances prohibits Registered Sex Offenders from being on or about this recreational trail. Violators are punishable by fines and/or incarceration.

Please help keep the rail trail clean by putting trash into the trashcans that are provided.

The Lincolnton Police Department has full authority to enforce all regulations pertaining to the use of the Marcia H. Cloninger Rail Trail.

In making the Marcia H. Cloninger Rail Trail available to sponsors and the general public, The City of Lincolnton, City Officials and Recreation Staff shall be held harmless and shall assume no responsibility or liability for any loss or damage which may occur during the use of these premises governed by the foregoing policies and procedures.

Please report any problems to the Recreation Department at (704) 735-2671 or Police Department at (704) 736-8900.



FIRST FEDERAL PARK **Policies and Procedures**

First Federal Park is a .33 acre park located at the former historic site of the Carolina and North Western Railroad Freight Depot. Opened in September of 2017 and located along the Marsha H. Cloninger Rail Trail, the park features the following amenities: restrooms, water fountains, park benches, open green space, and splash pad.

- ❖ Park hours are as follows: Monday through Sunday from 7:00am – 10:00pm.
- ❖ Restroom hours are as follows: Monday through Saturday from 7:00am – Sunset;
Sundays from 1:00pm – Sunset.

The park and/or splash pad will not be made available for private rental.

So that all may enjoy the park, we ask that you please abide by the following park rules:

- No trespassing after hours per Section 96.01 of the City of Lincolnton Code of Ordinances.
- Alcohol, illegal weapons, drugs, fireworks, smoking, etc. are not permitted on park premises
- All pets must be leashed and under control. Please clean up after your pets.
- Motorized vehicles are not allowed on sidewalks, the rail trail, or the park lawn. (Except Emergency Vehicles)
- Skating, rollerblades, skateboarding or scooters are not permitted on park premises.
- No solicitation allowed.
- It is a criminal violation of the City of Lincolnton Code of Ordinances, section 96.02, for any Registered Sex Offender to be on or about this recreation facility. Violators are subject to immediate arrest and punishable by fines and/or incarceration.
- Please help keep the park clean by putting trash into the trashcans that are provided.

The Devin Rhyne Splash Pad shall operate May 1st through September 30th.

Hours of operation are as follows unless otherwise posted:

Monday through Saturday from 9:00am – Sunset; Sundays from 1:00pm – Sunset.

So that all may enjoy the splash pad, we ask that you please abide by the following splash pad rules:

- Splash pad use is for children 12 and under. Anyone 13 and over must be accompanying a child to be allowed into the splash pad area.
- Running and horseplay are not permitted.
- Profanity and aggressive behavior will not be tolerated.
- No food or drinks are permitted in the splash pad area.
- Chewing gum, alcoholic beverages, smoking, and glass containers are not permitted.
- Non-toilet trained children must wear a swim diaper under swim suit. Do not change diapers in the splash pad area.
- Patrons with communicable diseases, open wounds, and bandages are not permitted in the splash pad area.
- Pets are not permitted in the splash pad area.
- Appropriate swim attire only.
- Skates, skateboards, scooters, bicycles, or other wheeled toys are not permitted in the splash pad area.
- Vacate the splash pad area at the sound of thunder. LIGHTNING KILLS!
- The splash pad will not be rented or reserved.
- The Recreation Department reserves the right to close the splash pad for public use during special events.
- Splash pad can be activated by tapping on white activator button located on the splash pad area.

FOR ORGANIZED PUBLIC EVENTS:

- Sale of certain food items may require permits from Lincoln County Environmental Health. It is the responsibility of the group using the facility to comply with all such regulations.
**Contact Environmental Health at least two weeks prior to the event at: (704) 736-8426*
- **Certificate of Insurance:** Certificate of insurance naming the City of Lincolnton as additional insured must be provided with a signed "Facility Use Application" for organizations requesting use of First Federal Park. Certificate coverage shall be in the amount of One Million Dollars (\$1,000,000) for each occurrence with a Two Million Dollar (\$2,000,000) aggregate.

In making First Federal Park available to sponsors and the general public, The City of Lincolnton, City Officials and Recreation Staff shall be held harmless and shall assume no responsibility or liability for any loss or damage which may occur during the use of these premises governed by the foregoing policies and procedures.

The Lincolnton Police Department has full authority to enforce all regulations pertaining to the use of First Federal Park.

FOR QUESTIONS OR TO REPORT ANY PROBLEMS, PLEASE CALL THE LINCOLNTON RECREATION DEPARTMENT AT (704) 735-2671.

ITEM #

13

CITY OF LINCOLNTON ADMINISTRATIVE POLICY

Subject: Uniform Guidance Procurement Policy	Manual: Administrative
Policy Number: 14	Effective Date: June 8, 2018 Revision Date: September 6, 2018
Issued By: Steve Zickefoose, Finance	City Manager Approval: Steve Zickefoose

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

Uniform Guidance Procurement Policy For North Carolina Local Governments

Comment: When spending federal grant and loan award funds, local governments are required to adopt written procurement policies that confirm to applicable federal law and the Uniform Guidance. (2 C.F.R. § 200.318(a)) This sample policy contains language found in the relevant sections of the Uniform Guidance, 2 C.F.R. Part 200, relating to procurement requirements. Local governments should review their own local policies and consult with their attorneys to make modifications as needed to conform to local purchasing practices (such as approval processes and use of purchasing cards and purchase orders) when adopting this policy. For individual contracts, local governments also should consult their grant award documents and with their federal grantor agency to determine whether additional procurement requirements apply.

I. Purpose

The purpose of this Policy is to establish guidelines that meet or exceed the procurement requirements for purchases of goods (apparatus, supplies, materials, and equipment), services, and construction or repair projects when federal funds are being used in whole or in part to pay for the cost of the contract.

II. Policy

- A. **Application of Policy.** This policy applies to contracts for purchases, services, and construction or repair work funded with federal financial assistance (direct or reimbursed). The requirements of this Policy also apply to any sub recipient of the funds.

All federally funded projects, loans, grants, and sub-grants, whether funded in part or wholly, are subject to the Uniform Administrative Requirements, Cost Principles, and

Audit Requirements for federal awards (Uniform Guidance) codified at 2 C.F.R. Part 200 unless otherwise directed in writing by the federal agency or state pass-through agency that awarded the funds.

- B. **Compliance with Federal Law.** All procurement activities involving the expenditure of federal funds must be conducted in compliance with the Procurement Standards codified in 2 C.F.R. § 200.317 through § 200.326 unless otherwise directed in writing by the federal agency or state pass-through agency that awarded the funds. City of Lincoln] will follow all applicable local, state, and federal procurement requirements when expending federal funds. Should the City of Lincoln have more stringent requirements, the most restrictive requirement shall apply so long as it is consistent with state and federal law.
- C. **Contract Award.** All contracts shall be awarded only to the lowest responsive responsible bidder possessing the ability to perform successfully under the terms and conditions of the contract.
- D. **No Evasion.** No contract may be divided to bring the cost under bid thresholds or to evade any requirements under this Policy or state and federal law.
- E. **Contract Requirements.** All contracts paid for in whole or in part with federal funds shall be in writing. The written contract must include or incorporate by reference the provisions required under 2 C.F.R § 200.326 and as provided for under 2 C.F.R. Part 200, Appendix II.
- F. **Contractors' Conflict of Interest.** Designers, suppliers, and contractors that assist in the development or drafting of specifications, requirements, statements of work, invitation for bids or requests for proposals shall be excluded from competing for such requirements.
- G. **Approval and Modification.** The administrative procedures contained in this Policy are administrative and may be changed as necessary at the staff level to comply with state and federal law.

III. General Procurement Standards and Procedures:

Either the Purchasing Department or the Requesting Department shall procure all contracts in accordance with the requirements of this Section of the Policy.

- A. **Necessity.** Purchases must be necessary to perform the scope of work and must avoid acquisition of unnecessary or duplicative items. The Purchasing Department and/or the Requesting Department should check with the federal surplus property agency prior to buying new items when feasible and less expensive. Strategic sourcing should be

considered with other departments and/or agencies who have similar needs to consolidate procurements and services to obtain better pricing.

- B. Clear Specifications.** All solicitations must incorporate a clear and accurate description of the technical requirements for the materials, products, or services to be procured, and shall include all other requirements which bidders must fulfill and all other factors to be used in evaluating bids or proposals. Technical requirements must not contain features that restrict competition.
- C. Notice of Federal Funding.** All bid solicitations must acknowledge the use of federal funding for the contract. In addition, all prospective bidders or offerors must acknowledge that funding is contingent upon compliance with all terms and conditions of the funding award.
- D. Compliance by Contractors.** All solicitations shall inform prospective contractors that they must comply with all applicable federal laws, regulations, executive orders, and terms and conditions of the funding award.
- E. Fixed Price.** Solicitations must state that bidders shall submit bids on a fixed price basis and that the contract shall be awarded on this basis unless otherwise provided for in this Policy. Cost plus percentage of cost contracts are prohibited. Time and materials contracts are prohibited in most circumstances. Time and materials contracts will not be used unless no other form of contract is suitable and the contract includes a “Not to Exceed” amount. A time and materials contract shall not be awarded without express written permission of the federal agency or state pass-through agency that awarded the funds.
- F. Use of Brand Names.** When possible, performance or functional specifications are preferred to allow for more competition leaving the determination of how the reach the required result to the contractor. Brand names may be used only when it is impractical or uneconomical to write a clear and accurate description of the requirement(s). When a brand name is listed, it is used as reference only and “or equal” must be included in the description.
- G. Lease versus Purchase.** Under certain circumstances, it may be necessary to perform an analysis of lease versus purchase alternatives to determine the most economical approach.
- H. Dividing Contract for M/WBE Participation.** If economically feasible, procurements may be divided into smaller components to allow maximum participation of small and minority businesses and women business enterprises. The procurement cannot be divided to bring the cost under bid thresholds or to evade any requirements under this Policy.

- I. **Documentation.** Documentation must be maintained by the Purchasing Department and/or the Requesting Department detailing the history of all procurements. The documentation should include the procurement method used, contract type, basis for contractor selection, price, sources solicited, public notices, cost analysis, bid documents, addenda, amendments, contractor's responsiveness, notice of award, copies of notices to unsuccessful bidders or offerors, record of protests or disputes, bond documents, notice to proceed, purchase order, and contract. All documentation relating to the award of any contract must be made available to the granting agency upon request.
- J. **Cost Estimate.** For all procurements costing \$150,000 or more, the Purchasing Department and/or Requesting Department shall develop an estimate of the cost of the procurement prior to soliciting bids. Cost estimates may be developed by reviewing prior contract costs, online review of similar products or services, or other means by which a good faith cost estimate may be obtained. Cost estimates for construction and repair contracts may be developed by the project designer.
- K. **Contract Requirements.** The Requesting Department must prepare a written contract incorporating the provisions referenced in Section II.C of this Policy.
- L. **Debarment.** No contract shall be awarded to a contractor included on the federally debarred bidder's list.
- M. **Contractor Oversight.** The Requesting Department receiving the federal funding must maintain oversight of the contract to ensure that contractor is performing in accordance with the contract terms, conditions, and specifications.
- N. **Open Competition.** Solicitations shall be prepared in a way to be fair and provide open competition. The procurement process shall not restrict competition by imposing unreasonable requirements on bidders, including but not limited to unnecessary supplier experience, excessive or unnecessary bonding, specifying a brand name without allowing for "or equal" products, or other unnecessary requirements that have the effect of restricting competition.
- O. **Geographic Preference.** No contract shall be awarded on the basis of a geographic preference.

IV. **Specific Procurement Procedures**

Either the Purchasing Department or the Requesting Department shall solicit bids in accordance with the requirements under this Section of the Policy based on the type and cost of the contract.

- A. Service Contracts** (except for A/E professional services) and **Purchase Contracts costing less than ~~\$3,500~~ \$10,000** shall be procured using the Uniform Guidance “micro-purchase” procedure (2 C.F.R. § 200.320(a)) as follows:
1. The contract may be awarded without soliciting pricing or bids if the price of the goods or services is considered to be fair and reasonable.
 2. To the extent practicable, purchases must be distributed among qualified suppliers.
- B. Service Contracts** (except for A/E professional services) and **Purchase Contracts costing ~~\$3,500~~ \$10,000 up to \$90,000** shall be procured using the Uniform Guidance “small purchase” procedure (2 C.F.R. § 200.320(b)) as follows:
1. Obtain price or rate quotes from an “adequate number” of qualified sources (a federal grantor agency might issue guidance interpreting “adequate number,” so the Requesting Department should review the terms and conditions of the grant award documents to confirm whether specific guidance has been issued).
 2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321.
 3. Cost or price analysis is not required prior to soliciting bids.
 4. Award the contract on a fixed-price basis (a not-to-exceed basis is permissible for service contracts where obtaining a fixed price is not feasible).
 5. Award the contract to the lowest responsive, responsible bidder.
- C. Service Contracts** (except for A/E professional services) and **Purchase Contracts costing \$90,000 and above** shall be procured using a combination of the most restrictive requirements of the Uniform Guidance “sealed bid” procedure (2 C.F.R. § 200.320(c)) and state formal bidding procedures (G.S. 143-129) as follows:
1. Cost or price analysis is required prior to soliciting bids.
 2. Complete specifications or purchase description must be made available to all bidders.
 3. The bid must be formally advertised in a newspaper of general circulation for at least seven full days between the date of the advertisement and the date of the public bid opening. Electronic-only advertising must be authorized by the governing board. The advertisement must state the date, time, and location of the public bid opening, indicate where specifications may be obtained, and reserve to the governing board the right to reject any or all bids only for “sound documented reasons.”
 4. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321.
 5. Open bids at the public bid opening on the date, time, and at the location noticed in the public advertisement. All bids must be submitted sealed. A minimum of 2 bids must be received in order to open all bids.
 6. Award the contract to the lowest responsive, responsible bidder on a fixed-price basis. Governing board approval is required for purchase contracts unless the governing board has delegated award authority to an individual official or

employee. Any and all bids may be rejected only for “sound documented reasons.”

D. Service Contracts (except for A/E professional services) **costing \$150,000 and above** may be procured using the Uniform Guidance “competitive proposal” procedure (2 C.F.R. § 200.320(d)) when the “sealed bid” procedure is not appropriate for the particular type of service being sought. The procedures are as follows:

1. A Request for Proposals (RFP) must be publicly advertised. Formal advertisement in a newspaper is not required so long as the method of advertisement will solicit proposals from an “adequate number” of qualified firms.
2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
3. Identify evaluation criteria and relative importance of each criteria (criteria weight) in the RFP.
4. Consider all responses to the publicized RFP to the maximum extent practical.
5. Must have a written method for conducting technical evaluations of proposals and selecting the winning firm.
6. Award the contract to the responsible firm with most advantageous proposal taking into account price and other factors identified in the RFP. Governing board approval is not required.
7. Award the contract on a fixed-price or cost-reimbursement basis.

E. Construction and repair contracts costing less than ~~\$3,500~~ \$10,000 shall be procured using the Uniform Guidance “micro-purchase” procedure (2 C.F.R. § 200.320(a)) as follows:

1. The contract may be awarded without soliciting pricing or bids if the price of the goods or services is considered to be fair and reasonable.
2. To the extent practicable, contracts must be distributed among qualified suppliers.

F. Construction and repair contracts costing ~~\$3,500~~ \$10,000 up to \$150,000 shall be procured using the Uniform Guidance “small purchase” procedure (2 C.F.R. § 200.320(b)) as follows:

1. Obtain price or rate quotes from an “adequate number” of qualified sources (a federal grantor agency might issue guidance interpreting “adequate number,” so the requesting department should review the terms and conditions of the grant award documents to confirm whether specific guidance has been issued).
2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321.
3. Cost or price analysis is not required prior to soliciting bids, although price estimates may be provided by the project designer.
4. Award the contract on a fixed-price or not-to-exceed basis.
5. Award the contract to the lowest responsive, responsible bidder. Governing board approval is not required.

G. Construction and repair contracts costing \$150,000 up to \$500,000 shall be procured using the Uniform Guidance “sealed bid” procedure (2 C.F.R. § 200.320(c)) as follows:

1. Cost or price analysis is required prior to soliciting bids (this cost estimate may be provided by the project designer).
2. Complete specifications must be made available to all bidders.
3. Publically advertise the bid solicitation for a period of time sufficient to give bidders notice of opportunity to submit bids (formal advertisement in a newspaper is not required so long as other means of advertising will provide sufficient notice of the opportunity to bid). The advertisement must state the date, time, and location of the public bid opening, and indicate where specifications may be obtained.
4. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
5. Open the bids at the public bid opening on the date, time, and at the location noticed in the public advertisement. All bids must be submitted sealed. A minimum of 2 bids must be received in order to open all bids.
6. A 5% bid bond is required of all bidders. Performance and payment bonds of 100% of the contract price is required of the winning bidder.
7. Award the contract on a firm fixed-price basis.
8. Award the contract to the lowest responsive, responsible bidder. Governing board approval is not required. Any and all bids may be rejected only for “sound documented reasons.”

H. Construction and repair contracts costing \$500,000 and above shall be procured using a combination of the most restrictive requirements of the Uniform Guidance “sealed bid” procedure (2 C.F.R. § 200.320(c)) and state formal bidding procedures (G.S. 143-129) as follows:

1. Cost or price analysis is required prior to soliciting bids (this cost estimate should be provided by the project designer).
2. Complete specifications must be made available to all bidders.
3. Formally advertise the bid in a newspaper of general circulation for at least seven full days between the date of the advertisement and the date of the public bid opening. Electronic-only advertising must be authorized by the governing board. The advertisement must state the date, time, and location of the public bid opening, indicate where specifications may be obtained, and reserve to the governing board the right to reject any or all bids only for “sound documented reasons.”
4. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
5. Open the bids at the public bid opening on the date, time, and at the location noticed in the public advertisement. All bids must be submitted sealed and in paper form. A minimum of 3 bids must be received in order to open all bids.

6. A 5% bid bond is required of all bidders (a bid that does not include a bid bond cannot be counted toward the 3-bid minimum requirement). Performance and payment bonds of 100% of the contract price is required of the winning bidder.
 7. Award the contract on a firm fixed-price basis.
 8. Award the contract to the lowest responsive, responsible bidder. Governing board approval is required and cannot be delegated. The governing board may reject and all bids only for “sound documented reasons.”
- I. Construction or repair contracts involving a building costing \$300,000 and above** must comply with the following additional requirements under state law:
1. Formal HUB (historically underutilized business) participation required under G.S. 143-128.2, including local government outreach efforts and bidder good faith efforts, shall apply.
 2. Separate specifications shall be drawn for the HVAC, electrical, plumbing, and general construction work as required under G.S. 143-128(a).
 3. The project shall be bid using a statutorily authorized bidding method (separate-prime, single-prime, or dual bidding) as required under G.S. 143-129(a1).
- J. Contracts for Architectural and Engineering Services costing under \$150,000** shall be procured using the state “Mini-Brooks Act” requirements (G.S. 143-64.31) as follows:
1. Issue a Request for Qualifications (RFQ) to solicit qualifications from qualified firms (formal advertisement in a newspaper is not required). Price (other than unit cost) shall not be solicited in the RFQ.
 2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided for under 2 C.F.R. § 200.321.
 3. Evaluate the qualifications of respondents based on the evaluation criteria developed by the Purchasing Department and/or Requesting Department.
 4. Rank respondents based on qualifications and select the best qualified firm. Price cannot be a factor in the evaluation. Preference may be given to in-state (but not local) firms.
 5. Negotiate fair and reasonable compensation with the best qualified firm. If negotiations are not successfully, repeat negotiations with the second-best qualified firm.
 6. Award the contract to best qualified firm with whom fair and reasonable compensation has been successfully negotiated. Governing board approval is not required.
- K. Contracts for Architectural and Engineering Services costing \$150,000 or more** shall be procured using the Uniform Guidance “competitive proposal” procedure (2 C.F.R. § 200.320(d)(5)) as follows:
1. Publically advertise a Request for Qualifications (RFQ) to solicit qualifications from qualified firms (formal advertisement in a newspaper is not required). Price (other than unit cost) shall not be solicited in the RFQ.

2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
3. Identify the evaluation criteria and relative importance of each criteria (the criteria weight) in the RFQ.
4. Proposals must be solicited from an “adequate number of qualified sources” (an individual federal grantor agency may issue guidance interpreting “adequate number”).
5. Must have a written method for conducting technical evaluations of proposals and selecting the best qualified firm.
6. Consider all responses to the publicized RFQ to the maximum extent practical.
7. Evaluate qualifications of respondents to rank respondents and select the most qualified firm. Preference may be given to in-state (but not local) firms provided that granting the preference leaves an appropriate number of qualified firms to compete for the contract given the nature and size of the project.
8. Price cannot be a factor in the initial selection of the most qualified firm.
9. Once the most qualified firm is selected, negotiate fair and reasonable compensation. If negotiations are not successfully, repeat negotiations with the second-best qualified firm.
10. Award the contract to best qualified firm with whom fair and reasonable compensation has been successfully negotiated. Governing board approval is not required.

V. Exceptions

Non-competitive contracts are allowed **only** under the following conditions and with the written approval of the federal agency or state pass-through agency that awarded the federal funds:

- A. Sole Source.** A contract may be awarded without competitive bidding when the item is available from only one source. The Purchasing Department and/or Requesting Department shall document the justification for and lack of available competition for the item. A sole source contract must be approved by the governing board.
- B. Public Exigency.** A contract may be awarded without competitive bidding when there is a public exigency. A public exigency exists when there is an imminent or actual threat to public health, safety, and welfare, and the need for the item will not permit the delay resulting from a competitive bidding.
- C. Inadequate Competition.** A contract may be awarded without competitive bidding when competition is determined to be inadequate after attempts to solicit bids from a number of sources as required under this Policy does not result in a qualified winning bidder.

- D. Federal Contract.** A contract may be awarded without competitive bidding when the purchase is made from a federal contract available on the U.S. General Services Administration schedules of contracts.
- E. Awarding Agency Approval.** A contract may be awarded without competitive bidding with the express written authorization of the federal agency or state pass-through agency that awarded the federal funds so long as awarding the contract without competition is consistent with state law.

ITEM #

14

CITY OF LINCOLNTON

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.

TO: Mayor & City Council

FROM: Donna C. Flowers, City Clerk

DATE: August 31, 2018

SUBJECT: Lincolnton Student Advisory Council

We are attempting to compile information we have received from the four are high schools and the Lincoln Charter School for the 2018-19 Lincolnton Student Advisory Council. In accordance with the SAC by-laws each high school submitted five (5) nominees, and the Lincoln Charter school submitted two (2), for a total of 22 nominees. Two students have contact members of Council and ask if they would consider nominating them. To date I have two nominees from Council as follows:

Mayor Hatley – Alexa Bieberich – Junior – WLHS
Councilman Jetton – Cade McConnell – Junior - WLHS

I have attached the high schools that have responded to date. I will forward the others to you via email as I receive them, prior to next Thursday's City Council meeting. The first meeting of the SAC is tentatively set for Monday, September 10th at 6:00 pm in the Council Chambers of City Hall, upon Councils approval of the proposed membership. Should you have any questions please feel free to contact me.

Donna Flowers

From: Cable, Amy [acable@lincoln.k12.nc.us]
Sent: Thursday, August 30, 2018 2:13 PM
To: Donna Flowers
Subject: Student Advisory Council

Hi Donna,

I hope you are doing well. How is Sadie liking Appalachian? I hope she has an awesome freshman year!!

Below are West Lincoln's Student Advisory Council representatives:

Kaley Pearson
2873 Moose Gantt Trail
Crouse, NC 28033
Cell: 980-241-6134
pearsonkaley@gmail.com
Senior

Isabella Shutt
1173 Cat Square Road
Vale, NC 28168
Cell: 704-530-1392
Home: 828-851-1690
shutt20i@ncssm.edu
Junior

Dylan Smith
605 Hulls Grove Church Road
Vale, NC 28168
Cell: 980-241-2086
dylanhl5smith@yahoo.com
Senior

Hannah Turner
7417 Ed Willis Road
Vale, NC 28168
Cell: 704-240-2085
Home: 704-276-1480
hmturner423@gmail.com
Senior

Mattie Wyant
2748 Wyant Road
Vale, NC 28168
Cell: 828-855-8650
Home: 704-276-3978
mattiewyant01@gmail.com
Senior

Donna Flowers

From: Jessica Kelly [jessica.kelly@lincolncharter.org]
Sent: Friday, August 31, 2018 9:52 AM
To: Donna Flowers
Subject: Lincoln Charter SAC Nominees

Donna,

Here are the SAC Representatives from Lincoln Charter School for this year.

Thank you!

Rebecca Quesada
2348 Keener Road
Lincolnton NC 28092
Home Number: 704-740-8954
Cell Number: 704-770-7914
rquesada@student.lincolncharter.org
Senior

Kevin Rojas
321 McAlister Road
Lincolnton NC 28092
Home Number: 980-241-8111
Cell Number: 828-303-0148
krojas@student.lincolncharter.org
Junior

--

Jessica Kelly
High School Administrator
Lincoln Charter School
A Tuition-Free K-12 College Prep Community
www.lincolncharter.org

Lincolnton H.S.

Lincolnton High School						
2018 - 2019 Student Advisory Council Nominations						
Student Name	Address	City, State, Zip	Student Cell	Home Telephone	Email	
Burgin, Kyle	986 McRee Road	Lincolnton, NC 28092	704-530-8763	704-530-8762	kyleburgin@charter.net	Senior
Rhyn, Ashlyn	105 Saddle Creek Road	Lincolnton, NC 28092	980-241-1935	704-736-1160	ashlyn.e.rhyn@gmail.com	Senior
Reed, Bailey	422 N. Aspen Street	Lincolnton, NC 28092	704-740-5197	704-240-8168	baileyr4102@gmail.com	Junior
Blackburn, Allie	1930 Smith Farm Road	Lincolnton, NC 28092	828-578-9305	704-740-6399	allieb@me.com	Junior
Lineberger, Chloe	2493 Gold Rush Drive	Lincolnton, NC 28092	704-740-9696	704-530-6700	chloelineberger@icloud	Senior

East Lincoln H.S.

Donna Flowers

From: Avery, Mary Beth [mavery@lincoln.k12.nc.us]
Sent: Friday, August 31, 2018 12:14 PM
To: Donna Flowers
Subject: Re: sacltrtoprincipals2018-19.doc

Sure!

Jenna Land 1659 Royal Troon Court Denver, NC 28037 Senior
Emma White 278 Crosscut Drive Denver NC 28037 Senior
Jud Reel 974 N Ingleside Farm Road Denver NC 28037 Senior
MaKenzie Marino 7117 Sedgebrook Drive Stanley NC 28614 Senior
Cole Johnston 1730 Woods Lane Denver NC 28037 Senior *I currently do not have an email address for Cole, but he should bring one by soon.*
Thank you,
MbA

Marybeth Avery, Ed.S.
Principal
East Lincoln High School
6471 Hwy. 73
Denver, North Carolina 28037
704-483-6751

On Fri, Aug 31, 2018 at 12:02 PM, Donna Flowers <donnaflowers@ci.lincolnton.nc.us> wrote:

Thank you for sending these to me. Can you please add the year (Junior or Senior) by each student as well as a mailing address? Also we will need an email for Cole Johnston. Thank you!

Donna C. Flowers, MMC, NCCMC

Assistant to City Manager/City Clerk

City of Lincolnton

P.O Box 617

Lincolnton, NC 28093-0617

(704)736-8980

(704)736-8995 (fax)

donnaflowers@ci.lincolnton.nc.us

From: Avery, Mary Beth [mailto:mavery@lincoln.k12.nc.us]
Sent: Friday, August 31, 2018 11:36 AM
To: Donna Flowers
Cc: JENNIFER HUSKEY; Marc Pecorella
Subject: Re: sacltrtopprincipals2018-19.doc

Good morning!

I nominate the following outstanding students to represent East Lincoln High School:

Jenna Land jennaeland1701@gmail.com 704-862-8662

Emma White emmawhite576@gmail.com 704-930-8341

Jud Reel brentreel@bellsouth.net 704-489-0187

Cole Johnston 704-472-9954

McKenzie Marino tmarino0620@icloud.com 704-798-8778

Thank you for this opportunity for our students!

In all things, EAST!

~Marybeth Avery

Marybeth Avery, Ed.S.

Principal

East Lincoln High School

City Council Nominees

Alexa Bieberich (Ed Hatley)
5356 Hwy 182
Cherryville, NC 28021
Cell: 704-740-6934
Home: 704-435-1613
alexa.bieberich@yahoo.com
Junior

Cade McConnell (Roby Jetton)
977 Alf Hoover Road
Vale, NC 28168
Cell: 704-740-5149
cmcconnell@gmail.com
Junior

ITEM #

15

CITY OF LINCOLNTON NOTIFICATION OF VACANCY FOR LINCOLNTON-LINCOLN COUNTY AIRPORT

The City of Lincolnton is now accepting applications from City residents who are interested in serving on the Lincolnton-Lincoln County Airport Authority.

The appointment term would begin upon appointment, expiring in December 2020. Applications are available online at www.ci.lincolnton.nc.us or at the City Clerk's Office, located on the second floor of City Hall. Application deadline is 5:00 p.m., Friday, August 24, 2018.

For additional information regarding this appointment, please contact Donna Flowers, City Clerk at (704)736-8980 or donnaflowers@ci.lincolnton.nc.us

RECEIVED AUG 27 2018



Application for Boards/Commissions/Committees
Lincolnton City Council

Please complete each section

Full Name CARLTON T. SMITH Date of Birth 9/3/1968
Home Address 722 SHERRILL AVENUE
Home Phone 704-735-3929
Current Employer TIM SMITH, CPA
Job Title CPA Years in current position 22
Business Phone 704-732-4403 Fax 704-732-4407
E-Mail Address tim@timsmithcpa.com
Duties _____

Other employment history GASTON COLLEGE ADJUNCT FACULTY

It is the City Council's goal to maintain a balance of membership on its
Boards/Commissions/Committees based on race, gender and Council Ward residency.

Council Ward No. 1

Male ☒ Female _____

White ☒ Black _____ Native American _____ Asian _____ Other _____

Board/Commission/Committee Applying For (list only one per form)

LINCOLNTON - LINCOLN COUNTY AIRPORT AUTHORITY

Generally, the Council desires to broaden participation on Boards/Commissions/Committees for as much citizen involvement as possible; therefore, a goal is to limit appointees to no more than 1 Board/Commission/Committee. Therefore, please list any other Board/Commission/Committee on which you currently serve:

CITY COUNCIL TERM TO EXPIRE IN DECEMBER OF 2018

Why are you interested in serving on this Board/Commission/Committee? I BELIEVE MY SKILL SET IN FINANCIAL ANALYTICS WOULD ALLOW ME TO BE AN ASSET TO THE BOARD.

Interest/Skills/Areas of Expertise/Professional Organization/Activities

Affirmation of Eligibility:

Has any formal charge of professional misconduct, criminal misdemeanor or felony ever been filed against you in any jurisdiction?

Yes _____ No X If yes, please explain disposition _____

Is there any conflict of interest or other matter that would create problems or prevent you from fairly and impartially discharging your duties as a appointee of the City Council?

Yes _____ No X

If yes, please explain

I understand this application is public record and I certify that the facts contained in this application are true and correct to the best of my knowledge. I authorize and consent to background checks and to the investigation and verification of all statements contained herein as deemed appropriate. I further authorize all information concerning my qualifications to be investigated and release all parties from all liability for any damages that may result from this investigation. I understand and agree that any misstatement may be cause for my removal from any Board/Commission/ Committee. I understand regular attendance to any Board/Commission/Committee is important and, accordingly, I further understand that if my attendance is less then the standards established for any such body that this is cause for removal. Lacking any written standards for attendance by any Board/Commission/Committee it is expected that I will attend at least 75% of all meetings during any one calendar year to maintain my seat on any Board/Commission/Committee to which I may be appointed. This form will remain on file in the Office of the City Clerk and requests for updates will be sought prior to any consideration for reappointment (or future appointment) to any Board/Commission/Committee.

Signature Carlton S. Smith

Date 8/3/2018
Form is invalid if not signed and dated

Return completed form to:

Donna C. Flowers

City Clerk's Office

P.O. Box 617

Lincolnton, North Carolina 28092

Phone: (704) 736-8980

Fax: (704) 736-8995

Email: donnaflowers@ci.lincolnton.nc.us

Do not submit any resumes or attachments
Applicants are required to be a resident of the City of Lincolnton

ITEM #

16

CITY OF LINCOLNTON

CITY COUNCIL

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



CITY MANAGER

Steve Zickefoose, MBA
szickefoose@lincolntonnc.org

CITY CLERK

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

CITY ATTORNEY

Thomas J. Wilson, Jr..

BA – 06-18

BE IT ORDAINED by the Governing Board of the City of Lincolnton, North Carolina, that the following amendment be made to the Annual Budget Ordinance for the fiscal year ending June 30, 2019.

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

<u>ACCOUNT NUMBER</u>	<u>DEPARTMENT/ACCOUNT DESCRIPTION</u>	<u>INCREASE</u>	<u>DECREASE</u>
27-20-4550-500	Capital Projects- 25% Vac Truck	100,000.00	
		<u>100,000.00</u>	<u>0.00</u>

This will result in a net increase of \$ 100,000.00 in the expenditures of the Powell Bill Fund. To balance the adjustments to the budget, the following revenues have also been changed with a corresponding net effect.

<u>ACCOUNT NUMBER</u>	<u>DEPARTMENT/ACCOUNT DESCRIPTION</u>	<u>INCREASE</u>	<u>DECREASE</u>
27-20-3991-900	<u>OTHER FINANCING SOURCES</u> Appropriation from Fund Balance	100,000.00	

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

<u>ACCOUNT NUMBER</u>	<u>DEPARTMENT/ACCOUNT DESCRIPTION</u>	<u>INCREASE</u>	<u>DECREASE</u>
61-91-7110-500	<u>DISTRIBUTION AND COLLECTION</u> Capital Projects- Vac Truck	(100,000.00)	0.00
		<u>(100,000.00)</u>	<u>0.00</u>

This will result in a net decrease of (\$100,000.00) in the expenditures of the Water & Sewer Fund.

<u>ACCOUNT NUMBER</u>	<u>DEPARTMENT/ACCOUNT DESCRIPTION</u>	<u>INCREASE</u>	<u>DECREASE</u>
61-91-3910-000	<u>OTHER OPERATING REVENUE</u> Loan Proceeds	(100,000.00)	
		<u>(100,000.00)</u>	<u>0.00</u>

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

Adopted this 6th day of September, 2018.

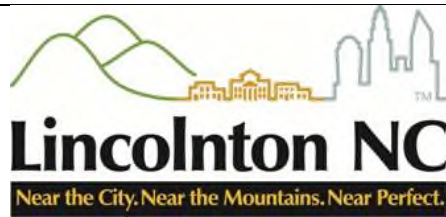
Donna C. Flowers
City Clerk

Ed L. Hatley
Mayor

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

ITEM #

17



09/06/18

Prepared by Fred Jarrett, Chairman

Talking Points:

1. Annual review of charter - Updated membership and ASO organizations; Reports section deleted review of City Budget and added Central Business District Strategic Plan (CBDSP); Other Rules of Operation section added means to address vacancies occurring in the membership.
2. And Lynn Steering Committee Vice-chair withdrew from Steering Committee and Tommy Huskey is now serving as interim Vice-chair.
3. Performed due diligence on one BIG application:
 - BIG-4-2018 - building renovations for a new retail fabric store/linen production business at 602 East Main StreetCommittee recommended to be submitted to Council for approval.
4. Lincoln Quilt Trail - August 23, 2018 LTN article stated that "Downtown Lincolnton has become an artistic and tourist destination with the various barn quilts and murals that decorate local businesses and recreational areas."
5. Downtown Murals - Lincoln Herald July 4, 2018 article stated that the Downtown Development Association has added to the murals by "unveiling its first mural in an interactive art project called "Open Wings, Open Heart." The full project will be a collection of interactive murals each depicting a different style of wings including **butterfly**, angel and ladybug wings.
6. Action Item - Cherryville New Year's Shooters - Noise Ordinance (02/14/18).
 - Came to Committee's attention that Cherryville New Years Shooters, as they traveled through the City shooting in the New Year, generated several disturbance complaints by residents. Action was assigned to Laura Morris for resolution. Call Laura to come forward to report on a potential, unique resolution.
7. Action Item - Central Business District Strategic Plan (CBDSP) Update
 - Processed all collected data and made significant revisions to draft plan
 - Reduced the number of goals from 10 to five (manageable)
 - Five Goals eliminated from CBDSP were reassigned ownership and maintained at the end of our CBDSP for monitoring/update (i.e., that which gets monitored gets accomplished).
 - Revised the three Economic Goals into Values.
 - Reformatted.
 - Current action is for committee members to take ownership of each objective in the plan.

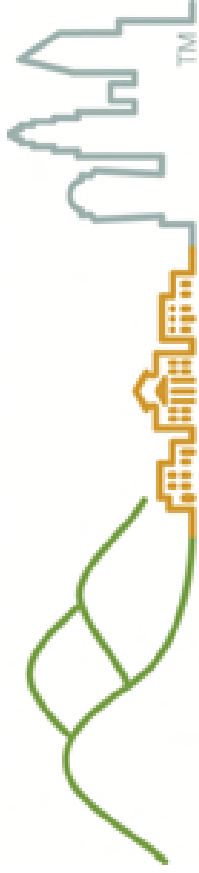
This concludes the 3rd quarter update for the major activities of the Steering Committee.

Any questions?

Lincolnton Steering Committee

Central Business District

Strategic Plan



Lincolnton NC

Near the City. Near the Mountains. Near Perfect.

**August 8, 2018
DRAFT**

Central Business District Strategic Plan Summary

Knowing the Vision for the Central Business District (CBD) is merely one required element for a city's success; another is having a "roadmap" or a strategic plan that helps us get there. This Central Business District Strategic Plan (CBDSP) helps translate the Vision into Mission, Goals, and Objectives for stimulating and revitalizing the CBD – enabling the Downtown Steering Committee in partnership with the Allied Support Organizations (ASO's) - to better serve the downtown community.

The Downtown Steering Committee, the Downtown Development Association of Lincolnton, and North Carolina Main Street Center held a Central Business District (CBD) Strategic Economic Planning Coalition meeting on May 24, 2017. Stakeholders interested in the economic, social and physical growth of the central business district began the formal process of developing a CBDSP. Then on July 18, 2017 a Community Vision Coalition meeting was held for the purpose of establishing partnerships/buy-in with stakeholders and for them to help craft the Vision Statement for the CBDSP. From that point three Strategic Economic Development Goals were created and work on developing the Mission Statement, Goals, and Objectives continued.

This CBDSP strives to provide concentration and clarity by outlining the goals and objectives the Downtown Steering Committee in partnership with ASOs will focus on over the next several years. With limited financial resources, it is even more important to focus on achievable goals. Trying to do everything is simply unrealistic. Since stakeholder input, assumptions, community needs, the economy, legislation and other factors upon which this plan is based continue to change, it is necessary that it be considered as a beginning, rather than an end, to serve as an integrated, coordinated, revitalization process for the CBD. We expect the document to change over time.

This CBD strategic plan is prioritized around the City's Strategic Plan, Goal 3 - Downtown Development. The plan includes three key downtown Values from which established goals and objectives were developed to ensure the goals are accomplished. It is intended to be a living document, which will be evaluated and updated regularly.

Steering Committee Vision

Tucked between the rolling hills of the Blue Ridge Mountains and the glow of the city lights of Charlotte aspiring business owners will find a nurturing atmosphere in downtown Lincolnton where they can grow and flourish. Downtown Lincolnton is a gem of opportunity as the hub of distinctive arts, artisans and active living.

Steering Committee Mission

We are a community advocate for economic growth and prosperity to advance the downtown business district as the epicenter for arts, shopping, dining, leisure and cultural heritage for residents and visitors.

Steering Committee Values

We value:

1. An atmosphere that attracts entrepreneurs and aspiring business owners to choose Lincoln as a place to start or move their business, making downtown the epicenter of community commerce and continue to focus on “business friendly” processes and procedures to accelerate new business development.
2. The creative arts, artisans and culture and work to leverage and expand our existing cultural arts foundation to make Lincoln a destination for artists and cultural arts enthusiasts, spurring economic growth and activity.
3. A parks, greenway, blueway and outdoors strategy that:
 - a. encourages active lifestyles, recreation and tourism,
 - b. promotes active living and outdoor activities with public gathering spaces, parks and green-space amenities, and
 - c. supports downtown living and activities to improve the liveliness of the downtown district.

City of Lincoln Central Business District Strategic Plan

1 - Goal: Build business and community awareness, support and excitement for the Central Business District Strategic Plan and necessary plan revisions to maintain the CBD as a thriving epicenter for arts, shopping, dining, leisure and cultural heritage.								
Task #	Start Date	Objectives	Person /PM Responsible	Resources	Outsource Assistance	Timeline	Cost	Completion Date
1.1		Create speaker’s bureau of steering committee members; train speakers on CBDSP goals, history and message delivery.						
1.2		Develop/create consistent presentation materials – speech, brochure, social media to share plan with community.						
1.3		Seek and schedule periodic community group speaking opportunities to present CBDSP (e.g., rotary, service organizations, etc.), write editorials, distribute/promote endorsements and first-person accounts (social media outreach).						
1.4		Semiannually hold "town hall" meetings to obtain feedback for CBDSP effectiveness, etc.						
1.5		Semiannually provide CBDSP accomplishments to City Council.						
1.6		Assist the city with its Master Plan process by providing input, support and promotion of citizen input meetings.						
1.7		Once City Master Plan, including a Streetscape Design, is completed, help present Master Plan and seek formal endorsement/resolutions of support from: • ASO boards and members • merchants, property owners, loft dwellers • rotary, service organizations						
1.8		Help research, identify, cultivate, solicit and build support for funding sources to implement City Master Plan: • County, State and Federal entities that can directly provide or positively influence support & financing • CIP, grants, bonds, property tax increase, etc.						
1.9		Support pro-active communications to promote city grant programs and assist downtown businesses with grant process to encourage façade improvements.						

City of Lincoln Central Business District Strategic Plan

2 - Goal: Research and articulate a downtown business recruitment & retention strategy.								
Task #	Start Date	Objectives	Person/PM Responsible	Resources	Outsource Assistance	Timeline	Cost	Completion Date
2.1		Complete downtown market analysis to identify gaps and opportunities for new business recruitment.						
2.2		Review 2010 DDA Lincolnton Market Analysis report for potential data updates (Gary Stout).						
2.3		LEDA resources: • Credit card zip code data • Purchasing intent						
2.4		NCMS resources						
2.5		Planning Department resources						
2.6		ID top 3 business categories for development.						
2.7		Identify process to register new businesses in city limit.						
2.8		Identify unused, vacant & underutilized buildings and properties for potential business recruitment • Compile inventory • Visit sites to examine properties						
2.9		ID 10 properties compatible with top 3 biz categories.						
2.10		Explore potential of moving service businesses to second level or side streets, maintain retail with Main Street sidewalk access.						
2.11		Compile an indexed "Comprehensive History" list of current/past downtown businesses by location, date, & category to indicate gap businesses.						
2.12		Create a 'single point catalog' for all data collected in previous objectives.						
2.13		ASO's implement recruitment and retention strategy (i.e., make data easily available on respective websites).						

City of Lincoln Central Business District Strategic Plan

3 – Goal: Generate renewed interest in visiting, shopping and dining in the central business district								
Task #	Start Date	Objectives	Person Responsible	Resources	Outsource	Time (hrs)	Cost	Completion Date
3.1		Visitors Center open after 5pm and on Sat/Sun for visitors.						
3.2		Public restrooms available in downtown (Visitors Center?).						
3.3		Maintain current/accurate events calendar on city website as the main event calendar: • Feed to LINC for city events page • Encourage merchants to add merchant specials to merchant link on LINC app						
3.4		Use DDA Main Street Meet Up as clearinghouse for communication, activities, events, & coordinate efforts. • Include City Manager & Police Department • Include building owners, service businesses, downtown residential dwellers in addition to merchants						
3.5		Active media relations effort to promote positive downtown business happenings, events, remodel/rehabs & downtown living.						
3.6		Start "Second Saturday" (or similar) program – a regularly occurring activity to promote downtown businesses, shopping, events. Must be sustainable & consistent year-round. Does NOT need to be sales or specials, just a monthly focal point.						
3.7		Generate enthusiasm in retail shop/restaurant workers... training on what they can do to draw and keep customers. • "Open" flags, window treatments, other beautification • Customer service training – smile, be friendly, greet visitors • Add more directional signage visible to walkers (kiosks) • Add bike racks to encourage a bike friendly downtown						
3.8		Mobile Town Guide - The LINC: • Encourage merchant/business use of the Linc • Create "cheat sheet" for users to add content, special sales, photos and other info						
3.9		Make restaurants the #1 retail business development target, #1 need is more restaurants and dining options.						
3.10		Establish focused events to draw outside visitors to Downtown merchants: Craft shows, Art Crawl, A Taste of Lincoln, Pub Crawl, Holiday Sales/Events; Small Business Saturday/etc.						

City of Lincoln Central Business District Strategic Plan

3.11	Develop ambiance for downtown shopping district: • Nightlife in downtown; evening activities. • Have musician(s)/artist(s) on the street; keep visitors engaged • Add speakers for music on the streets If you eat outside you hear music. You stay in the downtown are then possibly shop after you eat.							
3.12	Create "Buy Local" marketing and education programs/resources: • Reintroduce Business Recognition Program • Create a downtown loyalty rewards program • Business After Hours to stimulate owners/residents							
3.13	Partner with County Government to determine best use of the United Daughters of the Confederacy (UDC) Hall (i.e. Lincoln County Museum).							

4 - Goal: Develop an arts and cultural identity for Downtown Lincoln that gives guidance on existing and future projects.

Task #	Start Date	Objectives	Person/PM Responsible	Resources	Outsource Assistance	Timeline	Cost	Completion Date
4.1		Identify and define cultural heritage – grist mill, iron furnace, textile mill, pottery references, etc.: • Create an arts & cultural narrative for Lincoln that includes distinct accounts to chronicle the stories of our heritage • Research & write city overview on arts/cultural history and current cultural activities, identify accounts of history		Lincoln Cultural Center, Arts Council, Historical Association				
4.2		Incorporate arts/cultural heritage into public festivals & celebrations .						
4.3		Actively support & promote cultural events ; theatre, musical performances, art shows to the community AND to surrounding counties and sister cities.						
4.4		Develop, expand and better promote LCHA History Museum as a bona fide attraction: • Larger display space; more exhibits & displays • Regular operating hours; more open hours • Permanent exhibits and rotating "shows" • Identify funding sources and ongoing financial support						
4.5		Develop a comprehensive long-term plan for Pots on Parade that uses appropriate materials to create pottery in the Catawba Valley tradition that is attractive, sustainable, and secure: • Evaluate resin "recreations" for sidewalk display with originals on display at LCC, museum, inside businesses, etc. • Ongoing process to develop pots that look like traditional face jugs but are weather friendly. Arts Council supports project with grassroots funding. As new face jugs are						

City of Lincoln Central Business District Strategic Plan

		created, move old ones to indoor spaces in downtown. • New pots or recreations should be Catawba Valley to be authentic for Lincoln/Lincoln County • Create Pottery Museum for permanent pottery display: – BrickTree Brewery options – Downtown merchant displays • Form an Oversight Committee to seek grants and funding for Pots sustainability; form a trust fund for future maintenance/expansion • Annual Arts Auction event fundraiser. Sell a pot, install a new one. Raffle something • Host a Biennial event to raise maintenance funds Cultivate & expand Ramsour's Mill events and year-round interest in Battleground Park and its memorials; tourism.								
4.6										
4.7		Create new/current public art including murals/sculptures/metal work in addition to re-creations of period artwork. Be both current and also reflect history/heritage.				Review Public Art Master Planning for Municipal Governments: Core Components and Common Practices				
4.8		Identify and seek out quality for profit and not for profit artisans and attract new artistic businesses to downtown: • Identify suitable (shared) artist work spaces to cultivate artist residency programs. Artist in Residence at LCC? • Open an artist co-op store on Main street to promote local artists • Identify the types of artisans that downtown should focus on attracting.	Arts Council, Cultural Center			Research other city art strategies and plans (Box\NCMS\2018\CBD Strategic Economic Development Implementation Plan 2018\Arts & Cultural Strategy Plan Examples				
4.9		Integrate arts & cultural identity into and align with Streetscape plan.								
4.10		Defer all new signage/displays until Streetscape plan & design standards are fully developed. No more "one-off" designs.								
4.11		Define and catalog all businesses and non-profits that tie into the arts scene in Lincoln to cultivate partnership & collaborations.								

City of Lincoln Central Business District Strategic Plan

5 - Goal: Develop plans and initiatives to stimulate housing and residential living downtown.									
Task #	Start Date	Task	Person/PM Responsible	Resources	Outsource Assistance	Timeline	Cost	Completion Date	
5.1		Create events to showcase downtown living : • Tour of Lofts / Loft Open House (maybe a holiday event?) • Forum or "lunch & learn" with current loft owners/dwellers • Building owner/developer forums on how to create 2nd floor living spaces in downtown retail buildings							
5.2		Include downtown dwellers in Main St. Meet-Up or involve them in another way.							
5.3		Promote incentives & grants programs to developers to encourage building owner conversions.							
5.4		Promote walkability programs and projects for the downtown area; communicate plans: • Host a forum to share walkability plans • Promote via social media							
5.5		Recruit and work with developers.							
5.6		Communicate with similar cities; find success stories.							
5.7		Consult Board of Realtors, encourage loft sales/leasing.							

City of Lincoln Central Business District Strategic Plan

The following goals were developed as part of the Steering Committee's strategic plan research. The committee determined that these items were "owned" by existing city departments or allied support organizations and the best option would be to hand-off Steering Committee recommendations to these departments/organizations for implementation. These goals are retained as an addendum to the CBDSP for tracking purposes and to facilitate discussion as these goals are undertaken and completed.

Goals **A, B, C & D** were determined to be the responsibility of the City of Lincoln and staff departments:

A - City of Lincoln Goal: Create a downtown streetscape plan for the greater central business district to increase interest in downtown improvement and business development. This goal expanded into a full Master Plan project that includes a streetscape plan incorporated into a comprehensive infrastructure, design, timeline and funding project which the City of Lincoln will develop and manage.							
Task #	Start Date	Objectives	Person/PM Responsible	Resources	Outsource Assistance	Timeline	Cost
A.1		Steering Committee agrees to hire professional urban planner/designer to lead streetscape design process: - Stakeholder/community development organizations share cost with City of Lincoln via pledges - DDA board motion approve \$15k pledge - Chamber of Commerce, LTDA and LEDA contributions to be solicited	City Staff				
A.2		Assign sub-committee to manage vendor selection process.					
A.3		Sub-committee drafts scope of vendor project, share with steering committee for review/approval. Scope to include: Infrastructure upgrades – water/sewer, electrical Street improvements – DOT paving, city control of Main St Maintenance & Sustainability					
A.4		Sub-committee requests proposals from qualified vendors.					
A.5		Sub-committee reviews/vets proposals and presents top 2 proposals to steering committee for review/approval.					
A.6		Vendor is hired/engaged for project; begins work.					
A.7		Sponsor/conduct community meetings/surveys to gather input. Steering Committee suggestions for plan: - Develop color palette & design standards - Safety issues; pedestrians, bikes, etc. - Improve lighting; replace light poles - Replace wired stop lights with permanent decorative "arms"					

City of Lincoln Central Business District Strategic Plan

		- Directional way-finding signage (micro scale?) - Public restroom access - Visitor's Center – access/hours							
A.8		Vendor presents master plan & streetscape to Steering Committee including concepts, visual renderings and cost estimates.							
A.9		Delay any new signage/displays until streetscape plan is completed.							

B - City of Lincoln Goal: Build community/public support and excitement for downtown streetscape plan to accelerate and increase interest in downtown business development and funding opportunities for implementation. Steering Committee will participate in the streetscape plan process and City Master Plan process as directed by the Steering Committee sponsor.									
Task #	Start Date	Objectives	Person/PM Responsible	Resources	Outsource Assistance	Timeline	Cost	Completion Date	
B.0		Identify a vendor to create comprehensive PR, Marketing & Advertising Plan & collateral materials for streetscape plan and downtown development efforts.							
B.2		Develop/create consistent presentation materials – speech, brochure, social media to share plan with community.							
B.3		Create speaker's bureau of steering committee members; train speakers on plan and message delivery.							
B.4		Present streetscape plan to ASO boards and seek formal endorsement/resolutions of support.							
B.5		Present streetscape plan to merchants, property owners, loft dwellers, etc. to seek support.							
B.6		Seek community group speaking opportunities to present streetscape plan (e.g., rotary, service organizations, etc.).							
B.7		Identify County, State and Federal political entities to assist, provide & influence public/private support & financing options.							
B.8		Identify Funding sources to complete streetscape plans; CIP, grants, bonds, property tax increase, etc.							
B.9		Create pro-active communications to promote city grant programs and assist downtown businesses with grant process to encourage façade improvements.							
B.10		Develop streetscape implementation plan based on acquired funding and implement plan.							

City of Lincolnton Central Business District Strategic Plan

C - City of Lincolnton Goal: Develop Lincolnton Parks, Trails, Greenways and Blueways as identifiable characteristics linked to the downtown area encouraging active, healthy lifestyles, recreation activities and tourism. The Steering Committee will assist and provide input to the Lincolnton Parks & Recreation Department as it develops the Parks & Recreation Master Plan.

Task #	Start Date	Objectives	Person/PM Responsible	Resources	Outsource Assistance	Timeline	Cost	Completion Date
C.1		Identify, inventory and promote all physical activities and opportunities that exist in the City of Lincolnton and the Central Business District.						
C.2		Collaborate with Lincolnton Parks & Rec; incorporate plans/ideas into Parks & Rec Master Plan .						
C.3		Develop trail system : - Promote trails and trail system - Install fitness stations at appropriate locations on the Rail Trail - Complete City Park to Battleground Park; crossing N Aspen to connect with trail along Clark's Creek - Improve Motz Street access between Rail Trail and Betty Ross Park - Extend Rail Trail to Laboratory Mill (Rhyne Trail)						
C.4		Improve Betty Ross Park facilities and amenities: - Add additional water access point on north side of park - Add splash pad or zero entry water feature - Renovate fields for current/future sports needs & use - Replace, update playground equipment - Add permanent grills to covered area and promote covered area for resident use						
C.5		Improve amenities at First Federal Park : - Add shade trees, shade sails - Create performance space with sound system, movie screen						
C.6		Develop City Park potential: - Add sports fields for current/future needs - Complete City Park to Battleground Park trail, crossing N Aspen to connect with trail along Clark's Creek - Add dog park; include shade & water features						
C.7		Leverage & exploit Carolina Thread Trail association and distinction as one of only CTT trails through downtown district: - Expand/cultivate relationship with Carolina Thread Trail - Promote East Main Street as CTT						
C.8		Develop the Blueway & water access plans to leverage South Fork River and encourage recreation, tourism, and community development: Complete River Launch Fishing Deck Project- Betty Ross						

City of Lincoln Central Business District Strategic Plan

		Park and promote to residents/visitors to leverage use - Encourage riverfront cleanup...provide river views for passers-by - Add water access point on North side of BRP, work to procure property and develop additional access point - Create water access point at Battleground Park on Clarks Creek; improve access & promote usage (tourist attraction) Create a Venue for Teens for evening/weekend use; especially for Friday/Saturday nights after ballgames.							
C.9									
C.10		Create skate park space for skate boarders.							
C.11		Encourage & promote bike riding: - Address safety for walkers and bikers in streetscape plan - Add bike racks in appropriate locations - Create Bike Rental system with mobile APP kiosk (Tourism) (Example: www.zagster.com) (John Anderson land on Rail Trail) - Create Bike events utilizing greenways & trails							
C.12	Not CBD focused ???	Complete Active Neighborhood checklist(s) Assessment, a user-friendly audit tool for assessing neighborhood environmental supports for physical activity: Use resources at activelivingresearch.org to complete Active Neighborhood checklist(s) Assessment							
C.13		Promote outdoor activities at parks, trails, river: - Add Parks/Rec button to the Linc - Collect & maintain active, current parks & rec events calendar; list all activities available - Fill with trail and park photos (even outside city limits) - Create slogan for active Lincoln: buttons, bumper stickers, active promotion in all media/events							
C.14		Create a Community Flower/Plant Garden on Main Street in conjunction with streetscape plan.							
C.15		Plan and install a "farm" theme play area at the Water Street Farmers' Market.							

City of Lincolnton Central Business District Strategic Plan

D – City of Lincolnton Goal: Compile a Downtown Safety Assessment to determine the safety and security needs for the Central Business District. The City of Lincolnton is doing this work with the Lincolnton Police Department.

Task #	Start Date	Objectives	Person/PM Responsible	Resources	Outsource Assistance	Timeline	Cost	Completion Date
D.1		DDA Survey of merchants/businesses and building owners: - Identify all safety issues for merchants/business owners - Work with LPD and city management to address issues						
D.2		Develop bike safety plan, slow the flow of traffic on main street Add bike racks to downtown & parks (same as 8.11)						
D.3		Police Department Community Watch Program.						
D.4		Institute "community policing" w/ visible presence on Main Street (officers walking the "beat").						
D.5		Improve camera system.						
D.6		Improve lighting.						
D.7		Add speaker system for communication and music.						
D.8		Continue to Involve the local Police Department in the Monthly Main Street Merchant Meet-up meeting.	DDA	DDA/LPD/Merchants	City/LPD/DDA	Monthly	\$0.00	12/18
D.9		Use a walk audit resource such as AARP .						
D.10		Conduct pedestrian safety assessment .						

Goal E was assigned to the DDA and will be undertaken as a part of regularly scheduled DDA activities.

E – Downtown Development Association Goal: Organize volunteer opportunities to tackle and improve visual appearance of downtown. The DDA will develop & manage these activities in the CBD.

Task #	Start Date	Objectives	Person/PM Responsible	Resources	Outsource Assistance	Timeline	Cost	Completion Date
E.1		Establish a CBD Clean-up/Beautification Day each quarter.	DDA	DDA/volunteers	Coordinate w/City and Business owners	1 day/ Month	\$0.00	12/18
E.2		Establish jobs/activities for those who volunteer: - Sidewalk cleaning - Flower bed maintenance						

City of Lincoln Central Business District Strategic Plan

		• Window washing • Awning cleaning • Leaf clean-up • Pots on Parade cleaning • Etc.							
--	--	---	--	--	--	--	--	--	--

ITEM #

18

***NO BACK UP
NECESSARY
FOR THIS ITEM***

ITEM #

19

Executive Summary
July 2018 Year-To-Date

General Fund		% of				
	Budget 18-19	Actual 18-19	Budget	Budget 17-18	Actual 17-18	Difference
Fund 10 Revenues	11,800,766	33,485	0%	11,655,521	71,047	(37,563)
Fund Balance	1,051,770	-	-	964,361	-	-
	12,852,536	33,485		12,619,882	71,047	(37,563)
City Manager/Clerk	320,960	28,574		331,465	17,397	11,177
Human Resources	239,060	21,199		232,730	15,312	5,887
Finance	242,790	42,700		273,412	27,946	14,754
General Expense	1,057,620	197,775		942,324	68,673	129,102
General Debt Service	520,954	21,692		463,524	21,692	-
Police	3,700,970	270,364		4,284,770	205,308	65,056
Fire	2,240,650	191,231		2,099,345	125,720	65,511
Public Works	79,616	11,050		172,956	15,867	(4,817)
Street	1,251,668	73,857		1,246,268	54,014	19,843
Equipment Services	133,270	13,004		135,120	9,892	3,112
Solid Waste	756,798	47,522		708,328	41,972	5,550
General Services	-	-		-	-	-
Plannin/Zoning	679,060	19,611		348,794	13,925	5,686
Bus & Comm. Dev	135,000	2,106		164,960	2,376	(270)
Recreation	1,494,120	84,979		1,215,886	56,359	28,621
Expenses	12,852,536	1,025,664	8%	12,619,882	676,453	349,211 *
Difference		(992,180)			(605,406)	(386,774)

* 3 Pay periods in July

Water & Sewer Fund		% of			
Fund 61	Revenues	Budget 18-19	Actual 18-19	Budget	Difference
	Fund Balance	8,096,950	681,446	8%	(30,326)
		281,590	-		
		8,378,540	681,446		(30,326)
	Water Treatment	1,502,950	186,521		42,155
	Dist & Collection	1,748,000	92,792		37,648
	Wastewater	1,550,100	75,976		23,595
	W & S Intangibles	3,577,490	98,498		59,686
	Expenses	8,378,540	453,786	5%	163,084 *
	Difference		227,660		(193,410)
Electric Fund		% of			
Fund 63	Revenues	Budget 18-19	Actual 18-19	Budget	Difference
	Fund Balance	7,669,264	648,321	8%	73,738
		300,000	-		-
		7,969,264	648,321		73,738
	Electric Dept.	7,969,264	89,144		(10,022)
	Expenses	7,969,264	89,144	1%	(10,022)
	Difference		559,177		83,761
Overtime 80+ hours			33,413		3,761