A G E N D A

LINCOLNTON CITY COUNCIL

FEBRUARY 7, 2019

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 <u>PUBLIC COMMENT</u> 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
February 7, 2019
7:00 p.m.

CALL TO ORDER – Mayor Ed Hatley

PLEDGE OF ALLEGIANCE

1. Approval of REGULAR AGENDA

2. Approval of <u>CONSENT AGENDA</u>
All items placed under 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 January 3, 2019 Regular Meeting Minutes

4. Approval of Resolution (R-06-19) amending the City's List of Budgeted Positions and Classifications;
<u>Public Works Department:</u>
- **Eliminate Public Works and Electric Utilities Director position. Incumbent retired**
- **Add one position to Street and Property Maintenance Department – Public Works Superintendent**
- **Eliminate two positions from the Solid Waste Department – One General Maintenance Worker, and one Equipment Operator I. Both positions are vacant**
- **Reclassify Assistant City Manager from grade 30 to 32**

<u>REGULAR AGENDA:</u>

<u>PUBLIC HEARINGS</u>

5. ZMA-1-2019 – Application from Bonnie Ball requesting the rezoning of approximately 0.838 acres of land from Office Institutional O-O to Rural Residential (R-25). The subject property is at 2511 East Highway 150 (PID 28082)

Laura Elam, Planning Director

6. ZMA-2-2019 – Application from Candace Heavner requesting the rezoning of approximately 0.732 acres of land from Office Institutional O-I to Rural Residential (R-25). The subject property is at 2523 East Highway 150 (PID 52275)

Laura Elam, Planning Director

PRESENTATION

7. Presentation to Lincolnton Police Officer Mamadou Diallo of his Intermediate Law Enforcement Certificate

Rodney Jordan, Police Chief

RESOLUTIONS

(R-04-19)

8. Resolution authorizing the City of Lincolnton Fire Department to require a minimum staffing of seven (7) firefighters on duty and to pay overtime where appropriate

Ryan Heavner, Fire Chief

(R-05-19)

9. Resolution of intent to provide matching funds for a potential grant through the North Carolina Forestry Service (Volunteer Fire Assistance Award Program) to provide communication equipment to enhance operations - 50% matching funds required *(total grant of $ 10,000 the City's matching portion if the grant application is successful would be $ 5,000*)

Brent Smith, Assistant Fire Chief

CONTRACTS

(C-02-19)

10. Approval of Contract for the 2019 Lincolnton Food, Wine & Brew Festival – May 4, 2019

Betty Flohr, DDA Board Member

(C-03-19)

11. Approval of Contract for the 2019 Alive After Five Concert Series – For events to be held from 6pm to 10pm on the following dates: May 30th, June 27th, July 25th and September 12, 2019

Betty Flohr, DDA Board Member

(C-04-19)

12. Approval of Contract between the City and Tyler Technologies for Utility Billing Software Upgrades – onetime cost of $ 106,050

Steve Zickefoose, City Manager

BUDGET AMENDMENT
(B-01-19)

13. Proposed budget amendment to adjust Powell Bill Funds for repairs to Edwards Street; move Police building costs from General Fund to Electric Fund.

Steve Zickefoose. City Manager

OTHER BUSINESS

14. Consideration of request for a license to operate a Billiard Hall at 2667 E. Main Street in the Carolina Shopping Center in accordance with the City's Code of Ordinances, Chapter 111-Poolroom and Bowling Alleys

Rodney Jordan, Police Chief

15. Consideration of changes to City's Recycling Program

Ritchie Haynes, Assistant City Manager

16. Consideration of Potential Committee to Represent Young Adults

Jim Watson, Councilman

17. Monthly Financial/ 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 to be eligible to speak

NEWS MEDIA

ADJOURNMENT

ITEM

1

APPROVAL

OF

REGULAR

AGENDA

ITEM

2

APPROVAL

OF

CONSENT

AGENDA

ITEM

3

REGULAR MEETING - JANUARY 3, 2019

The Mayor and City Council met in regular session on Thursday, January 3, 2019 at 7:00 p.m. in the Council Chambers of City Hall located at 114 West Sycamore Street, Lincolnton North Carolina.

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

WHITE WATSON EADDY JETTON

Councilman Jetton made the motion, unanimously approved to approve the ***REGULAR AGENDA*** with two additions, item #11- New Year's Shooters discussion and item #12 – Closed Session.

Councilwoman White made the motion unanimously approved to approve the ***CONSENT AGENDA*** as follow:

- Approved Minutes from the December 6, 2018 Organizational Meeting and Regular Meeting

- Calls to Public Hearing for the February 7th, 2019 City Council meeting:

  ZMA-1-2019 – Application from Bonnie Ball requesting the rezoning of approximately 0.838 acres of land from Office Institutional O-O to Rural Residential (R-25). The subject property is at 2511 East Highway 150 (PID 28082)

  ZMA-2-2019 – Application from Candace Heavner requesting the rezoning of approximately 0.732 acres of land from Office Institutional O-I to Rural Residential (R-25). The subject property is at 2523 East Highway 150 (PID 52275)

REGULAR AGENDA:

PUBLIC HEARING

APPLICATION FROM INGLES MARKETS, INC. REQUESTING THE APPROVAL OF A CONDITIONAL USE PERMIT TO CONSTRUCT A ZIPS CAR WASH ON AN 0.88 OUTPARCEL OF THE INGLES MAREKET SHOPPING CENTER. THE SUBJECT PROPERTY IS LOCATED AT 1230 EAST MAIN STREET (Parcel ID 901308) IN THE P-B-CU DISTRICT

Mayor Hatley opened the Public Hearing. Those wishing to speak were directed to come forward to be sworn-in prior to speaking. Laura Elam, Preston Kendall and John Cox came forward to be sworn.

Laura Elam, Planning Director, addressed Council regarding this request, giving a brief history of the application and summarizing its details as it pertained to the site and area description. Both the Site Plan that was approved in 2010 and the proposed Site Plan were provided for review, as well as staff review committee comments. Mrs. Elam reminded Council that the conditional use permit four findings of fact would be required for approval and concluded by saying that the use is in compliance with the required findings and that Planning Board and staff recommend approval of the conditional use permit subject to the applicant satisfactorily proving the findings of fact and subject to the Staff Review Committee comments.

Mr. Preston Kendall, the applicant representing Ingles Markets briefly addressed members of Council, confirming the information presented and inviting any questions they may have. Mr. Kendall explained how the car wash will work and described some of the extras that will be available for customers to use. In response to a question from Councilman Jetton, Mr. Kendall confirmed that an attendant will be on duty anytime the car wash is open for business.

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

After having held a Public hearing on January 3rd, 2019, and in light of the finding of facts listed herein, the following action was taken by the Lincolnton City Council;

Findings of Fact:

1. **Councilman Eaddy made the motion unanimously approved that the use will not materially endanger the public health or safety if locate where proposed and developed according to the plan.**

2. **Councilman Jetton made the motion unanimously approved that the use meets all required conditions and specifications**

3. **Councilwoman White made the motion unanimously approved that the use will not substantially injure the value of adjoining or abutting property or the use is a public necessity**

4. **Councilman Eaddy made the motion unanimously approved that the location and character of the use, if developed according to the plan as submitted and approved, will be in harmony with the area in which it is to be located and will be in general conformity with the Lincolnton Land Use Plan and other plans for the physical development of the City as officially adopted by the City Council**

Councilman Watson made the motion unanimously approved to grant the Conditional Use Permit (CUP-3-2018) from Ingles Markets, Inc.

RETIREMENT RESOLUTION HONORING STEPHEN H. "STEVE" PEELER, PUBLIC WORKS AND ELECTRIC DIRECTOR, OF THIRITY YEARS OF SERVICE TO THE CITY

(R-01-19)

Mayor Hatley asked Mr. Steve Peeler to come forward. Mayor Hatley read aloud and presented Mr. Peeler the following Resolution of Appreciation for his thirty years of service:

WHEREAS, the City of Lincolnton does desire to recognize and honor employees of the City for dedicated and distinguished contributions to our City and its citizens; and

WHEREAS, *Stephen Peeler* began employment with the City of Lincolnton on January 3, 1989 and served in the Public Works and Utilities Divisions as a Director in several capacities for a total of 30 years, and

WHEREAS, *Stephen Peeler*, during his years of service to the City, managed over $45,000,000 in infrastructure improvement capital projects, completing them all at or under the contract amount, and guided the Public Works and Utilities divisions thru annexations and approximately doubled the corporate city limits and population of the City of Lincolnton; and

WHEREAS, *Stephen Peeler* was nominated by his staff and received the prestigious J.A. Younts Award from the N.C. Rural Water Association for "Dedication and Service to the People and Water Systems in North Carolina", and has served on the ElectriCities Board of Directors for 3 years and has been elected for a second 3 year term. In addition, has a total of 50 years of service in the Electric Distribution Utility Industry, with 30 of those years as a member of the Board of Commissioners of North Carolina Municipal Power Agency #1;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Lincolnton, that appreciation be shown to **Stephen H. Peeler** for his thirty years of service, honoring him on his upcoming retirement on February 1, 2019, and we extend congratulations and best wishes to him as he begins the next chapter in his life.

Mayor Hatley asked Mr. Roy Jones, the Executive Director of Electricities, to give remarks. Mr. Jones thanked Mr. Peeler, as well as the Peeler family, for his many years of dedicated service to Electricities and stated that he is pleased he will have the opportunity to continue to work with him in the future.

Mr. Peeler expressed his sincere thanks and gratitude to David Lowe for giving him another chance and a second career. He also acknowledged and thanked several others that he worked with during his thirty years with the City.

RETIREMENT RESOLUTION HONORING DAWN CORNELIUS, ACCOUNTS PAYABLE CLERKM FOR THIRTY-FOUR YEARS OF SERVICE TO THE CITY

(R-02-19)

Mayor Hatley asked Dawn Cornelius to come forward and read the following resolution:

WHEREAS, *Dawn T. Cornelius* began employment with the City of Lincolnton on July 30, 1984 in the Utility Billing and Collections Division of the Finance Department, as has faithfully served in that department for thirty-four years; and

WHEREAS, *Dawn T. Cornelius*, throughout her tenure, has demonstrated great commitment to her duties and responsibilities in the Utility Billing & Collections Department and has assisted the Finance Department in being recognized and awarded for many years the "Certificate of Achievement of Excellence in Financial Reporting"; and

WHEREAS, *Dawn T. Cornelius* attended training through ElectriCities of North Carolina and earned a certificate in Customer Service Excellence. Dawn developed spreadsheets, still utilized today, listing meter taps and delinquent accounts, she transitioned through many changes over the years with great versatility and accuracy; and

WHEREAS, *Dawn T. Cornelius* has always excelled with customer interaction presenting a positive image to the public; displaying a great work ethic in the performance of her duties, and has the utmost respect from both her co-workers and the citizens of Lincolnton; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Lincolnton, that appreciation be shown to **Dawn T. Cornelius**, honoring her on her upcoming retirement on February 1, 2019 and that we extend congratulations and best wishes to her for continued success in all her future endeavors.

Mrs. Cornelius said, "God gave me this job thirty-four years ago and I have thoroughly enjoyed it. Not many people are blessed to have a job that you like to come to every day." She continued saying that she will miss her customers and co-workers at City Hall but she is looking forward to experiencing how the other half of the City works in her part-time role at the City's Public Works Department.

RETIREMENT RESOLUTION HONORING RODNEY BARKLEY, WATER TREATMENT PLANT, FOR TWENTY-TWO YEARS OF SERVICE TO THE CITY

(R-03-19)

Rodney Barkley came forward as Mayor Hatley read the following Resolution of Appreciation:

WHEREAS, *Rodney D. Barkley*, began employment with the City of Lincolnton on November 21, 1996, as a Water Treatment Plant Operator II; and

WHEREAS, *Rodney D. Barkley*, through his dedication and training through the NC Water Treatment Facility Operators Certification Board, attained his Grade B Surface Water Treatment

Facility Operator in 1997 and was promoted that same year to a Water Treatment Plant Operator III; and

WHEREAS, *Rodney D. Barkley*, has, throughout his tenure, assisted the City in the performance of his duties to obtain the AWOP Award from the NC Department of Environment and Natural Resources. Rodney also assisted, in a team effort, to earn the AWWA Award of Excellence for safety achievements for multiple years. Rodney took pride in producing and supplying the citizens of Lincolnton with safe, clean drinking water throughout his tenure.

NOW, THEREFORE, BUT IT RESOLVED, by the Mayor and City Council of the City of Lincolnton, that appreciation be shown to **Rodney D. Barkley**, honoring him on his upcoming retirement on February 1, 2019 and that we extend congratulations and bet wishes to him for continued success in all future endeavors.
BE IT FURTHER RESOLVED, that this resolution be presented to him and spread upon the official minutes of the City of Lincolnton.

Mr. Barkley expressed his appreciation saying, "I really have enjoyed my twenty-two years with the City of Lincolnton and working with everybody at the Water Plant and everybody I have worked with throughout the City."

PRESENTATION FOR THE 2018 AUDIT REPORT

Mr. Phil Church with Lowdermilk, Church & Co., addressed the mayor and city Council regarding the 2018 Audit Report. Mr. Church made a few brief comments before turning Councils attention to Ms. Carol Avery who reviewed the highlights of the audit. Mr. Church pointed out the City was given a clean, un-modified opinion and he noted that the report has been sent to the Local Government Commission for their approval. Mr. Church also explained that the City did have a Yellow Book audit which is involves compliance work that must be done. According to Mr. Church, this is the twenty-eighth year the City has received a Certificate of Excellence from GFOA which speaks highly of the City. Mr. Church then asked Ms. Carol Avery to go over the numbers and answer any questions from council members.

Ms. Avery directed Councils attention to the Financial Highlights report provided in the front of each audit report book. Ms. Avery spoke to each fund as follows:

Ms. Avery directed attention to specific pages within the Comprehensive Financial Report which provides much more detail to answer questions. Some discussion was generated regarding several of the funds and the management of these funds.

Councilman Eaddy expressed his pleasure with the health of the Water and Sewer Fund and his appreciation to the City Manager for doing a great job with this fund.

Councilman Eaddy made the motion unanimously approved to accept the 2018 Audit Report as presented by Phil Church and Carol Avery with Lowdermilk, Church and Co.

CONSIDERATION OF CONTRACT BETWEEN THE CITY AND LOWDERMILK, CHURCH & CO. FOR THE 2019 AUDIT

(C-01-19)

City Manager Steve Zickefoose spoke to Council regarding consideration of contract for the 2019 audit between the City and Lowdermilk, Church & Co. Mr. Zickefoose spoke to the satisfaction of the service received from Lowdermilk, Church & Co. audit firm and his confidence in the service they provide. Those services that are required as well as those not required.

Contract amount will be $35,800 which is a slight increase from the previous year which, according to Mr. Zickefoose, is still lower than what the City was paying another firm back in 2005. The City Manager reported that this price includes printing of the audit reports as well as auditing of the Lincolnton Tourism Development Authority. Mr. Zickefoose recommended approval of the audit contract 2019.

Councilman Jetton made the motion unanimously approved to award the 2019 audit contract to Lowdermilk, Church & Co.

CONSIDERATION OF DATES FOR THE CITY'S ANNUAL PLANNING RETREAT; FRIDAY, MARCH 15TH OR FRIDAY, MARCH 22ND 2019

City Manager Steve Zickefoose proposed two dates for Councils consideration for the 2019 Budget Planning Retreat. Mr. Zickefoose stated that only one day was needed last year and that this years' format should allow for the same to be accomplished this year. The March dates are in line with dates used last year as well. Due to Councilman Eaddy being out of the state on March 22, Mayor and Council agreed that March 15th is the better date.

Mr. Zickefoose confirmed the planning retreat will once again be held in the Council Chambers at City Hall, 114 W. Sycamore Street, Lincolnton, N.C. He also encouraged Council Members to inform him of any additional topics/issues they may wish to discuss during this time or any specific information they would like provided.

Mayor Hatley added that this will also be the time to ask questions regarding the budget and the budget process.

Councilwoman White made the motion unanimously approved the 2019 Annual Planning Retreat to be held on March 15, 2019 in the Council Chambers at City Hall.

MONTHLY FINANCIAL/OVERTIME REPORT

Steve Zickefoose, City Manager, gave the following monthly financial update/overtime report overview:

January 2019 Council Meeting

NOTE: Mayor Hatley commented that Councilman Watson stated that City workers should be commended for the excellent job done with the recent snow removal. City Manager Steve Zickefoose credited Ritchie Haynes, Steve Peeler, Wayne Auton and the Public Works staff with working together and carrying out a well thought out plan.

NEW YEARS SHOOTERS

Mayor Hatley explained why this item was added to the agenda stating that there had been some discussion prior to and after New Year's regarding the Shooters in response to questions from citizens as to whether Shooters were allowed with in the City Limits. Mayor Hatley explained this is being more of a clarification.

City Manager Steve Zickefoose informed Council that the Shooter were invited to participate and be a part of the ceremony at the Apple Drop on the Court Square. Mayor Hatley added he felt it was a nice way to blend tradition with the new event, thanking Laura Morris, Carol Howell and Jean Derby for all of their work to make that event a success. Discussion was generated among members all of which spoke to the success of the event but also verified that fact that there are not restrictions on the Shooters within the City Limits. Mr. Zickefoose did however remind Council of the City's noise Ordinance that would have to be enforced if there are complaints from citizens.

Laura Morris, Community Relations Director, briefly commented on the event and gave some history of this issue regarding complaints from residents over the noise, the lack of access for traffic and scared animals. This is where the idea of combining the New Years' Shooters with the downtown Apple Drop came from. Doing this would protect the downtown neighborhoods better. Laura explained that when meeting with the Shooters, six locations of concern in the downtown area were discussed. The New Years' Shooters agreed to take those six identified locations off of their list in exchange for participation in the downtown Apple Drop event. Ms. Morris clarified that this was all a part of discussions with the Shooters, and nothing to do with Ordinances or restrictions set by City Council.

Mayor Hatley summarized this discussion stating that the Apple Drop event will again be held and the New Years' Shooters will be invited to participate however there will be no restrictions on going into other neighborhoods as they have traditionally done in previous years.

PUBLIC COMMENT:

No one signed to speak under the public comment portion of the agenda

NEWS MEDIA:

Mr. Wayne Howard commented, "Kudos to Laura and Jean and all the folks involved, Gary Dellinger from the New Years' Shooters, Chief Jordan, Fire Department, Street Department, all the folks who worked to make the festival a big event."

Mr. Howard asked when the Water Bonds would be paid in full. City Manager Steve Zickefoose responded that bonds would be paid in full in the year 2021-2022.

Representative with Charter Spectrum clarified that if a complaint was received regarding the New Years' Shooters, the City's Noise Ordinance would be enforced.

CLOSED SESSION

Councilman Watson made the motion unanimously approved to enter into Closed Session in accordance with NCGS 143-318.11(a)(1)(3) to discuss a legal matter

Councilman Eaddy made the motion unanimously approved to return to regular session. Mayor Hatley stated that no action was taken during the closed session.

ADJOURNMENT:

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

ITEM

4

CITY OF LINCOLNTON

CITY COUNCIL
Ed L. Hatley, Mayor
Martin A. Eaddy, Mayor Pro-Tem
Mary Frances White
Jim R. Watson
Roby 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..

RESOLUTION

Adopting Salary Schedule and Schedule of Budgeted Positions (R-06-19)

WHEREAS, the proposed 2018-19 fiscal year budget was prepared by the City Manager and presented and approved by the Mayor and City Council in June 2018; and

WHEREAS, proposed amendments to the schedule are as follows;

- Eliminate Public Works and Electric Utilities Director position.
- Add one position to Street Property Maintenance Department – Public Works Superintendent
- Eliminate two (2) positions from the Solid Waste Department – one (1) General Maintenance Worker, and one (1) Equipment Operator 1
- Reclassify Assistant City Manager from Grade 30 to 32

NOW, THEREFORE, BE IT RESOLVED, that the City of Lincolnton adopts the proposed "Salary Schedule", "Schedule of Budgeted Positions", as amended and attached to this resolution.

Adopted this the first day of March 7, 2019.

DONNA C. FLOWERS, MMC
CITY CLERK

ED HATLEY
MAYOR

City of Lincolnton
114 West Sycamore Street
P. O. Box 617
Lincolnton, North Carolina
28093-0617

Human Resources Department
Phone (704) 736-8980
FAX (704) 736-8975
www.lincolntonnc.org

MEMORANDUM

To: Steve Zickefoose, City Manager

From: Tanya Osborne, Human Resources Director

Re: Amendment to 2018-2019 Salary Schedule/Schedule of Budgeted Positions

Date: January 29, 2019

In follow up to our conversations regarding the reorganization of the Public Works and Utilities Department, Council will need to amend the Salary Schedule and Schedule of Budgeted Positions. Attached are the amended documents which reflect the changes discussed:

1. Eliminate Public Works and Electric Utilities Director position. Incumbent retired.
2. Add one position to Street and Property Maintenance Department - Public Works Superintendent.
3. Eliminate two positions from the Solid Waste Department - one General Maintenance Worker, and one Equipment Operator I. Both positions are vacant.
4. Reclassify Assistant City Manager from grade 30 to 32.

The proposed changes will result in an overall reduction of two full time budgeted positions taking the total from 158 to 156. If approved by Council, I would ask the amended schedule be effective immediately.

Please let me know if additional information is needed.

attachments

CITY OF LINCOLNTON
SCHEDULE OF BUDGETED POSITIONS
Proposed Effective February 7, 2019

Position Title	Grade	E or N-E	Bi-Weekly Hours
Administration 10.00.4110			
City Manager/Finance Director	35	E	75
Assistant City Manager	32	E	75
Asst to City Mgr/City Clerk	18	N-E	75
	3		
Total Full Time Positions: 3			
Human Resources 10.00.4120			
Human Resources Director	25	E	75
HR Benefits Administrator	17	N-E	75
Admin Support Assistant	9	N-E	75
Building Services Attendant	7	N-E	75
	4		
Total Full Time Positions: 4			
Finance 10.00.4130			
Information Tech Manager	24	E	75
Accounting Services Manager	19	N-E	75
Business Services Manager	18	N-E	75
Accountant	15	N-E	75
Account Billing Specialist	11	N-E	75
Accounting Technician	11	N-E	75
Accounting Technician	11	N-E	75
Customer Services Rep I	9	N-E	75
	8		
Total Full Time Positions: 8			

Position Title	Grade	E or N-E	Bi-Weekly Hours
Police Department 10.10.4310			
Police Chief	29	E	80
Police Captain	23	E	80
Police Investigations Lieutenant	20	N-E	80
Community Service/Training Lt.	20	N-E	80
Police Lieutenant	20	N-E	84
Police Lieutenant	20	N-E	84
Police Investigations Sergeant	18	N-E	80
Police Sergeant	18	N-E	84
Police Sergeant	18	N-E	84
Police Sergeant	18	N-E	84
Police Sergeant	18	N-E	84
Police Investigator	16	N-E	80
Police Investigator	16	N-E	80
Police Investigator	16	N-E	80
Police Officer-MPO	16	N-E	84
Police Officer-MPO	16	N-E	84
Police Officer-MPO	16	N-E	84
Police Officer-MPO	16	N-E	84
Police Officer-MPO	16	N-E	84
Police Officer	15	N-E	84
Police Officer	15	N-E	84
Police Officer	15	N-E	84
Police Officer	15	N-E	84
Police Officer	15	N-E	84
Police Officer	15	N-E	84
Police Officer	15	N-E	84
Police Officer	15	N-E	84
Police Officer	15	N-E	84
Police Officer	15	N-E	84
Police Officer	15	N-E	84
Police Officer	15	N-E	80
Police Officer-School Resource	15	N-E	80
Police Officer-School Resource	15	N-E	80
Police Records Supervisor	13	N-E	75
Police Records Specialist	9	N-E	75
Police Evidence Technician	9	N-E	75
Administrative Support Assistant	9	N-E	75

37

Total Full Time Positions: 37

Position Title		Grade	E or N-E	Bi-Weekly Hours
Fire Department 10.10.4340				
Fire Chief		25	E	80
Assistant Fire Chief		21	E	80
Fire Captain		17	N-E	106
Fire Captain		17	N-E	106
Fire Captain		17	N-E	106
Fire Inspector		15	N-E	80
Fire Lieutenant		14	N-E	106
Fire Lieutenant		14	N-E	106
Fire Lieutenant		14	N-E	106
Fire Engineer		12	N-E	106
Fire Engineer		12	N-E	106
Fire Engineer		12	N-E	106
Fire Engineer		12	N-E	106
Fire Engineer		12	N-E	106
Fire Engineer		12	N-E	106
Fire Engineer		12	N-E	106
Fire Engineer		12	N-E	106
Fire Engineer		12	N-E	106
Firefighter II		11	N-E	106
Firefighter II		11	N-E	106
Firefighter		10	N-E	106
Firefighter		10	N-E	106
Firefighter		10	N-E	106
Firefighter		10	N-E	106
Firefighter	SAFER grant	10	N-E	106
Firefighter	SAFER grant	10	N-E	106
Firefighter	SAFER grant	10	N-E	106
Admin Support Assistant		9	N-E	75
	28			
Total Full Time Positions: 28				
Public Works - Administration 10.20.4510				
Senior Admin Support Assistant		10	N-E	75
Admin Support Assistant		9	N-E	75
	2			
Total Full Time Positions: 2				

Position Title	Grade	E or N-E	Bi-Weekly Hours
Public Works - Streets & Property Maintenance 10.20.4520			
Public Works Superintendent	**19**	**E**	**80**
Public Works Supervisor	17	N-E	80
Street Maint Crew Leader	12	N-E	80
Equipment Operator II	10	N-E	80
Equipment Operator II	10	N-E	80
Equipment Operator I	9	N-E	80
Equipment Operator I	9	N-E	80
Equipment Operator I	9	N-E	80
Lead Street Maintenance Worker	8	N-E	80
General Maint Worker	7	N-E	80
General Maint Worker	7	N-E	80
General Maint Worker	7	N-E	80

12

Total Full Time Positions: 12

Public Works - Equip Services 10.20.4530

Fleet Services Superintendent	16	N-E	80
Senior Fleet Maintenance Mechanic	12	N-E	80

2

Total Full Time Positions: 2

Public Works - Solid Waste 10.30.4710

Equipment Operator II	10	N-E	80
Equipment Operator II	10	N-E	80
Equipment Operator II	10	N-E	80
Equipment Operator I	9	N-E	80
Equipment Operator I	9	N-E	80
Equipment Operator I	9	N-E	80
~~Equipment Operator I~~	~~9~~	~~N-E~~	~~80~~
~~General Maint Worker~~	~~7~~	~~N-E~~	~~80~~
General Maint Worker	7	N-E	80

7

Total Full Time Positions: 7

Position Title	Grade	E or N-E	Bi-Weekly Hours
Planning 10.40.4910			
Planning & Comm Develop Director	25	E	75
Zoning Administrator	15	N-E	75
Building Inspector IV	19	N-E	75
Sr. Administrative Support Assistant	10	N-E	75
	4		
Total Full Time Positions: 4			
Parks & Recreation 10.80.6100			
Parks & Recreation Director	24	E	80
Senior Admin Support Assistant	10	N-E	75
Admin Support Assistant	9	N-E	75
Recreation Program Coordinator	15	N-E	80
Recreation Program Coordinator	15	N-E	80
Community Relations Director	22	E	75
Parks & Recreation Maint Specialist	13	N-E	80
General Services Supervisor	14	N-E	80
Property Maintenance Technician	7	N-E	80
	9		
Total Full Time Positions: 9			

Position Title	Grade	E or N-E	Bi-Weekly Hours
Public Works - Water Treatment 61.91.7100			
Water Resources Director	25	E	80
Chief Water Plant Operator	14	N-E	80
Lead WTP Maint Mech	12	N-E	80
Laboratory Analyst	11	N-E	80
WTP Maintenance Mechanic	11	N-E	80
WTP Operator A	12	N-E	80
WTP Operator B	10	N-E	80
WTP Operator C	9	N-E	80
WTP Operator C	9	N-E	80
Sr. Admin Support Assistant	10	N-E	75
	10		
Total Full Time Positions: 10			
Public Works - Distribution & Collection 61.91.7110			
Distribution & Coll System Supt	19	E	80
Distribution & Coll System Supervisor	14	N-E	80
Distribution/Collection Crew Leader	12	N-E	80
Distribution/Collection Crew Leader	12	N-E	80
Lift Station Mechanic	11	N-E	80
Distribution/Collection Maint Tech I	8	N-E	80
Distribution/Collection Maint Tech I	8	N-E	80
Distribution/Collection Maint Tech I	8	N-E	80
Distribution/Collection Maint Tech I	8	N-E	80
Distribution/Collection Maint Tech I	8	N-E	80
Lead Meter Specialist	10	N-E	80
	11		
Total Full Time Positions: 11			

Position Title	Grade	E or N-E	Bi-Weekly Hours
Public Works - Waste Water Treatment 61.91.7120			
WWTP Superintendent	19	E	80
Pretreatment Technician	13	N-E	80
Laboratory Analyst	12	N-E	80
WWTP Maint Mechanic	11	N-E	80
WWTP Maint Mechanic	11	N-E	80
WWTP Operator III	12	N-E	80
WWTP Operator III	12	N-E	80
WWTP Operator II	10	N-E	80
WWTP Operator I	9	N-E	80
	9		
Total Full Time Positions: 9			
Public Works - Electric 63.93.7200			
~~Public Works and Electric Utilities Director~~	~~25~~	~~E~~	~~80~~
Electric Distribution Sys Supt	21	E	80
Electric Distribution Sys Supv	18	N-E	80
Electric Line Technician Class A	16	N-E	80
Electric Line Technician Class A	16	N-E	80
Electric Line Technician Class C	11	N-E	80
Electric Line Technician Class C	11	N-E	80
Meter Specialist	8	N-E	80
Meter Specialist	8	N-E	80
Accounting Technician	11	N-E	75
Customer Services Rep II	10	N-E	75
	10		
Total Full Time Positions: 10			
Total Full Time Public Works Positions	**63**		
Total Full Time City Positions:	**156**		

Salary Schedule-Position Classifications
City of Lincolnton, NC
Proposed Effective February 7, 2019

Group	Grade		Class Title	FLSA	Minimum	Midpoint	Maximum
	3		Not assigned	N	21,046	26,307	31,569
	4		Not assigned	N	22,098	27,623	33,147
	5		Not assigned	N	23,203	29,004	34,805
	6		Not assigned	N	24,363	30,454	36,545
C	7		Building Services Attendant	N	25,582	31,977	38,372
B	7		General Maintenance Worker	N	25,582	31,977	38,372
C	7		Property Maintenance Tech	N	25,582	31,977	38,372
B	8		Distribution/Collection Maint Tech I	N	26,861	33,576	40,291
B	8		Electric Meter Specialist	N	26,861	33,576	40,291
B	8		Lead General Maintenance Worker	N	26,861	33,576	40,291
C	9		Administrative Support Assistant	N	28,204	35,255	42,305
C	9		Customer Service Representative I	N	28,204	35,255	42,305
B	9		Distribution/Collection Maint Tech II	N	28,204	35,255	42,305
B	9		Equipment Operator I	N	28,204	35,255	42,305
C	9		Police Evidence Technician	N	28,204	35,255	42,305
C	9		Police Records Specialist	N	28,204	35,255	42,305
B	9		WTP Operator C	N	28,204	35,255	42,305
B	9		WWTP Operator I	N	28,204	35,255	42,305
C	10		Customer Service Representative II	N	29,614	37,017	44,421
B	10		Distribution/Collection Maint Tech III	N	29,614	37,017	44,421
B	10		Equipment Operator II	N	29,614	37,017	44,421
A	10		Firefighter I	N	29,614	37,017	44,421
B	10		Lead Meter Specialist	N	29,614	37,017	44,421
C	10		Sr Administrative Support Assistant	N	29,614	37,017	44,421
B	10		WTP Operator B	N	29,614	37,017	44,421
B	10		WWTP Operator II	N	29,614	37,017	44,421
C	11		Accounting Technician	N	31,095	38,868	46,642
B	11		Electric Line Technician (Class C)	N	31,095	38,868	46,642
A	11		Firefighter II	N	31,095	38,868	46,642
B	11		Lift Station Maintenance Mechanic	N	31,095	38,868	46,642
C	11		Account Billing Specialist	N	31,095	38,868	46,642
B	11		WTP Laboratory Analyst	N	31,095	38,868	46,642
B	11		WTP Maintenance Mechanic	N	31,095	38,868	46,642
B	11		WWTP Maintenance Mechanic	N	31,095	38,868	46,642
B	12		Distribution/Collection Crew Leader	N	32,649	40,812	48,974
A	12		Firefighter Engineer	N	32,649	40,812	48,974
B	12		Lead WTP Maintenance Mechanic	N	32,649	40,812	48,974
B	12		Sr Fleet Maintenance Mechanic	N	32,649	40,812	48,974
B	12		Street Maintenance Crew Leader	N	32,649	40,812	48,974
B	12		WTP Operator A	N	32,649	40,812	48,974
B	12		WWTP Laboratory Analyst	N	32,649	40,812	48,974
B	12		WWTP Operator III	N	32,649	40,812	48,974
C	13		Parks Maintenance Specialist	N	34,282	42,852	51,423
B	13		WWTP Pretreatment Coordinator	N	34,282	42,852	51,423

Salary Schedule-Position Classifications
City of Lincolnton, NC
Proposed Effective February 7, 2019

B	14		Chief WTP Operator	N	35,996	44,995	53,994
B	14		Distribution/Collection Supervisor	N	35,996	44,995	53,994
B	14		Electric Line Technician (Class B)	N	35,996	44,995	53,994
A	14		Fire Lieutenant	N	35,996	44,995	53,994
C	14		General Services Supervisor	N	35,996	44,995	53,994
C	15		Accountant	N	37,796	47,244	56,693
A	15		Fire Inspector	N	37,796	47,244	56,693
A	15		Police Officer	N	37,796	47,244	56,693
A	15		Police Officer -SRO	N	37,796	47,244	56,693
C	15		Police Records Supervisor	N	37,796	47,244	56,693
C	15		Recreation Program Coordinator	N	37,796	47,244	56,693
C	15		Zoning Administrator	N	37,796	47,244	56,693
C	16		Building Inspector I	N	39,685	49,607	59,528
B	16		Electric Line Technician (Class A)	N	39,685	49,607	59,528
B	16		Fleet Services Superintendent	N	39,685	49,607	59,528
A	16		Master Police Officer	N	39,685	49,607	59,528
A	16		Police Investigator	N	39,685	49,607	59,528
C	17		Building Inspector II	N	41,670	52,087	62,504
A	17		Fire Captain	N	41,670	52,087	62,504
C	17		HR Benefits Administrator	N	41,670	52,087	62,504
B	17		Public Works Supervisor	N	41,670	52,087	62,504
C	18		Building Inspector III	N	43,753	54,691	65,630
C	18		Assistant to City Manager/City Clerk	N	43,753	54,691	65,630
C	18		Business Services Manager	N	43,753	54,691	65,630
B	18		Electric Distribution System Supv	N	43,753	54,691	65,630
A	18		Police Sergeant	N	43,753	54,691	65,630
C	19		Accounting Services Manager	N/E*	45,941	57,426	68,911
B	19		Distribution/Collections System Supt	N/E*	45,941	57,426	68,911
B	19		Public Works Superintendent	N/E*	45,941	57,426	68,911
B	19		WWTP Superintendent	N/E*	45,941	57,426	68,911
C	20		Building Inspections Consultant	N	48,238	60,297	72,357
A	20		Police Lieutenant	N	48,238	60,297	72,357
A	21		Assistant Fire Chief	E	50,650	63,312	75,975
B	21		Electric Distribution System Supt	E	50,650	63,312	75,975
C	22		Community Relations Director	E	53,182	66,478	79,773
A	23		Police Captain	E	55,841	69,802	83,762
C	24		Information Technology Manager	E	58,633	73,292	87,950
C	24		Parks & Recreation Director	E	58,633	73,292	87,950
A	25		Fire Chief	E	61,565	76,956	92,347
C	25		Human Resource Director	E	61,565	76,956	92,347
C	25		Planning & Comm Develop Director	E	61,565	76,956	92,347
~~B~~	~~25~~		~~Public Works and Electric Utilities Director~~	~~E~~	~~61,565~~	~~76,956~~	~~92,347~~
B	25		Water Resources Director	E	61,565	76,956	92,347

Salary Schedule-Position Classifications
City of Lincolnton, NC
Proposed Effective February 7, 2019

	26		Not assigned	E	64,643	80,804	96,965
	27		Not assigned	E	67,875	84,844	101,813
	28		Not assigned	E	71,269	89,086	106,904
A	29		Police Chief	E	74,833	93,541	112,249
	30		Not assigned	E	78,574	98,218	117,861
	31		Not assigned	E	82,503	103,129	123,754
C	32		Assistant City Manager	E	86,628	108,285	129,942
	33		Not assigned	E	90,960	113,699	136,439
	34		Not assigned	E	95,508	119,384	143,261
C	35		City Manager/Finance Director	E	100,283	125,354	150,424
	36		Not assigned	E	105,297	131,621	157,946
			rvsd 190207				

ITEM

5

MEMO TO: Mayor and City Council Members

FROM: Laura Elam, Planning Director

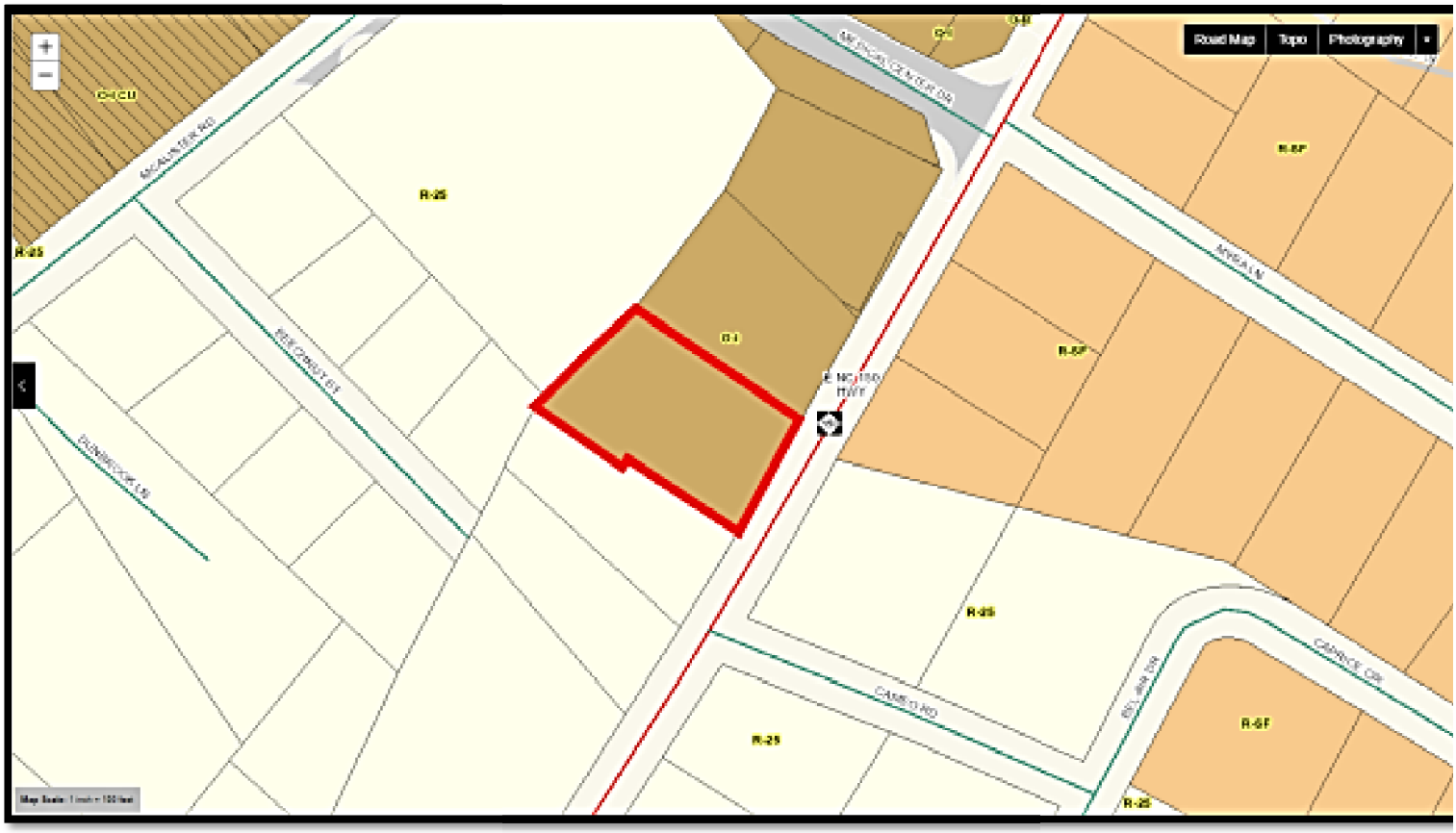
SUBJECT: ZMA-1-2019 – Application from Bonnie Ball requesting the rezoning of 0.83 acres from O-I to R-25

DATE: February 7, 2019

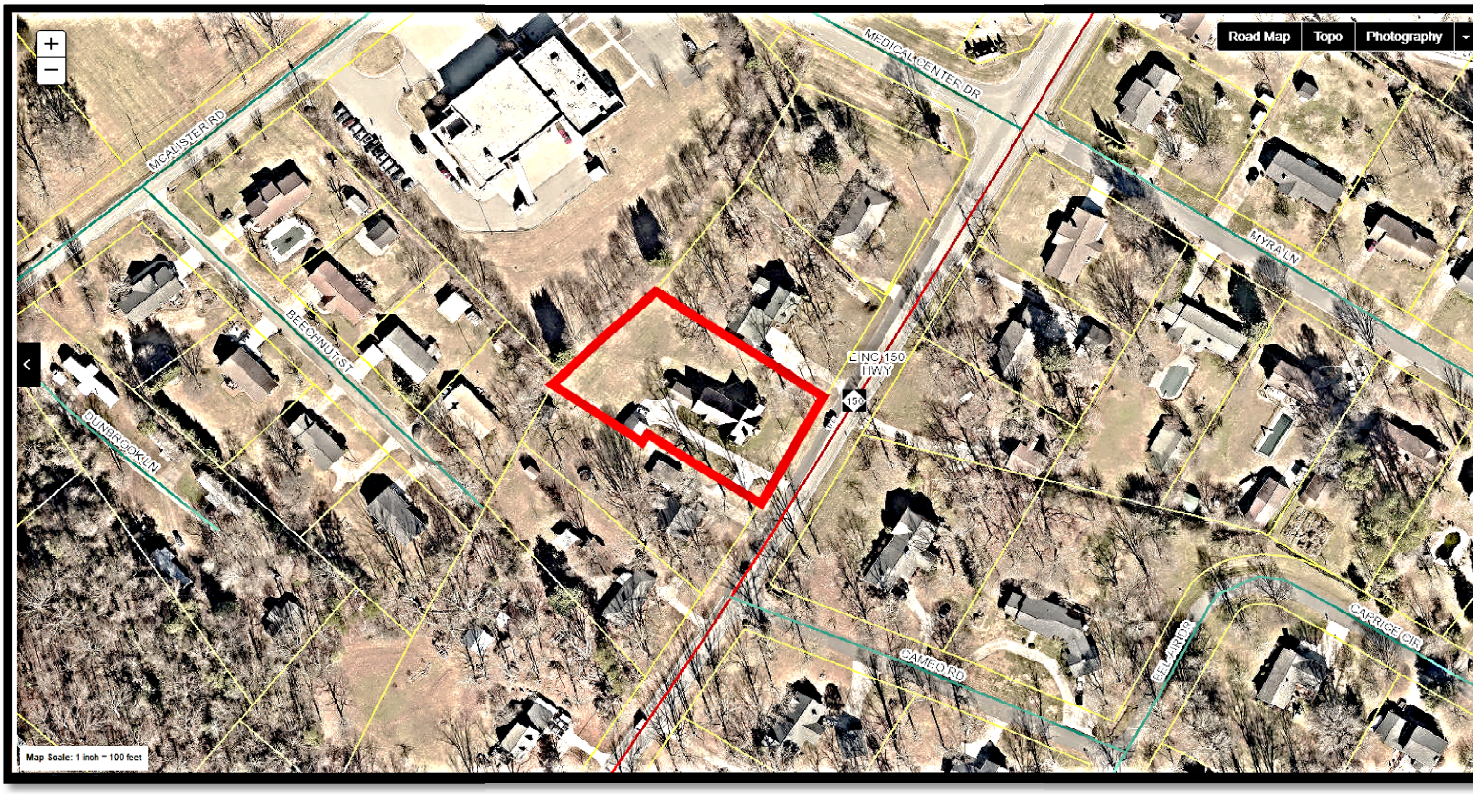
SITE AND AREA DESCRIPTION

The applicant is requesting the rezoning of a parcel totaling approximately 0.83 acres from the Office Institutional (O-I) district to the Rural Residential (R-25) district. The subject property is located on the north side of East NC 150 Highway approximately 370 feet west of Medical Center Drive at 2511 E Highway 150.

The subject property and properties to the northeast are zoned O-I. The property included in this application (ZMA-1-2019) and the property included in ZMA-2-2019 were rezoned from R-25 to O-I in 2009 at the request of the property owners at that time. Surrounding properties are zoned single family residential.



The subject property is developed with a single family residence. Land uses in the area include single family homes along Highway 150. The new hospital and other medical uses are located along Medical Center Drive.



LAND USE PLAN

The originally adopted Lincolnton Land Use Plan designated the subject property and all surrounding properties along this section of East Highway 150 as a Residential Suburban Planning Area. With the 2009 rezoning of the site from R-25 to O-I, the Land Use Plan was amended to designate the property within an Institutional / Office Planning Area.

COMPLIANCE WITH LAND USE PLAN

The Land Use Plan designates the subject property as an Institutional / Office Planning area. Therefore, the proposed rezoning request is not consistent with the Land Use Plan. However, staff views the request as consistent with the spirit and intent of the Land Use Plan's original designation of the area as a Residential Suburban area and with the character of the surrounding community.

PLANNING BOARD AND STAFF RECOMMENDATION

Planning Board and Staff recommend 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 O-I to R-25.
3. Amendment of land use plan to show the property in the Residential Suburban Planning Area.

Zoning Amendment
Staff's Proposed Statement of Consistency and Reasonableness
for APPROVAL of Application

Case No. ZMA-1-2019

Applicant: Bonnie Ball

Parcel ID#: 28082

Location: 2511 East NC 150 Highway

Request: Rezone from O-I to R-25

Proposed Consistency and Reasonableness Statement:

The Lincolnton Land Use Plan designates this property as part of the Institutional-Office Planning Area. Therefore, the proposed rezoning request **is not consistent** with the Lincolnton Land Use Plan. However, the request is viewed as consistent with the spirit and intent of the Land Use Plan's original designation of this section of the East Highway 150 corridor as a Residential Suburban Planning Area and with the character of the surrounding community. Therefore, **approval of the proposed amendment is reasonable and in the public interest.**

Zoning Amendment
Staff's Proposed Statement of Consistency and Reasonableness
for DENIAL of Application

Case No. ZMA-1-2019

Applicant: Bonnie Ball

Parcel ID#: 28082

Location: 2511 East NC 150 Highway

Request: Rezone from O-I to R-25

Proposed Consistency and Reasonableness Statement:

The Lincolnton Land Use Plan designates this property as part of the Institutional-Office Planning Area. Therefore, the proposed rezoning request **is not consistent** with the Lincolnton Land Use Plan and **denial of the proposed amendment is reasonable and in the public interest.**

ITEM

6

MEMO TO: Mayor and City Council Members

FROM: Laura Elam, Planning Director

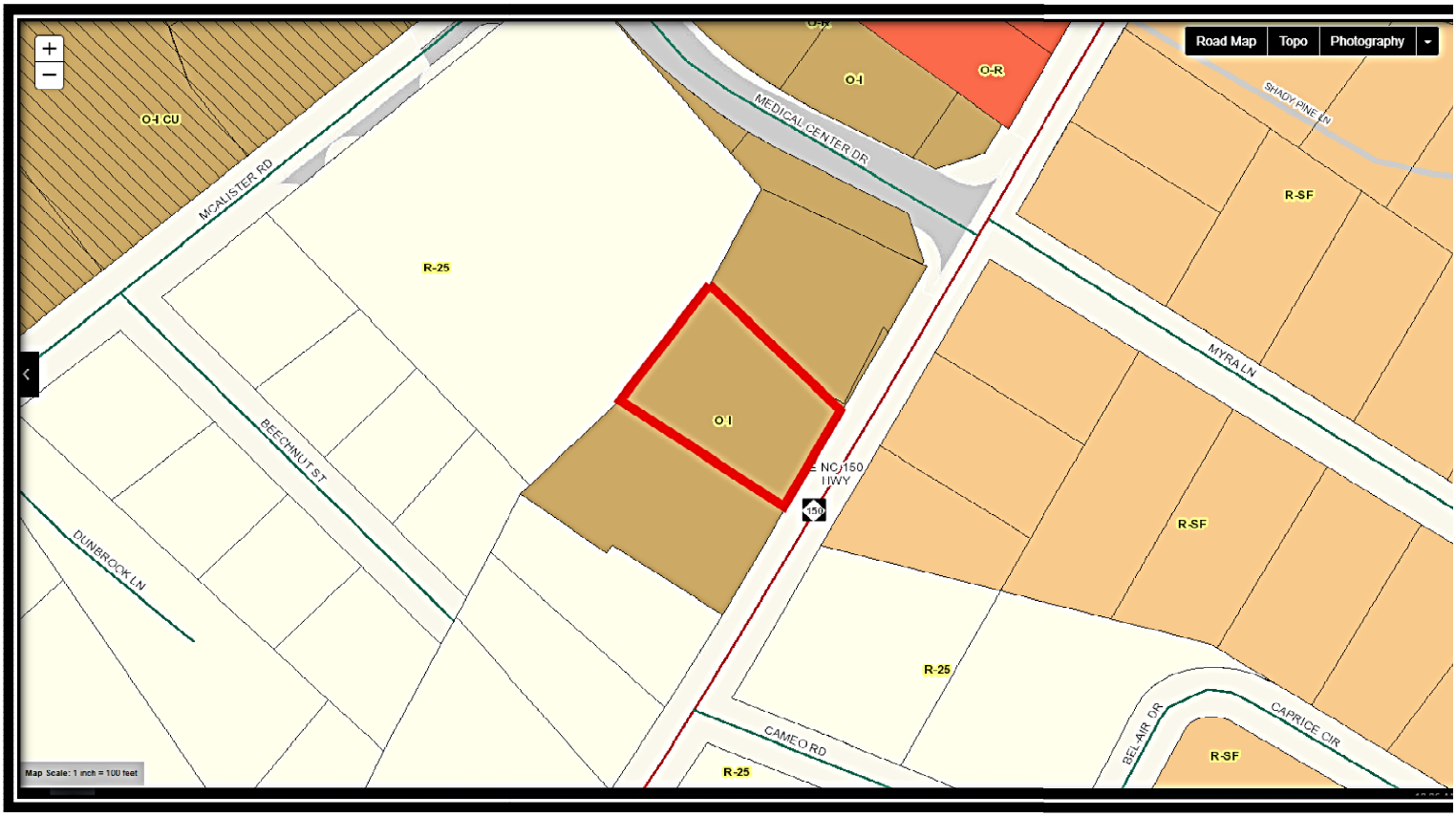
SUBJECT: ZMA-2-2019 – Application from Candance Heavner requesting the rezoning of 0.73 acres from O-I to R-25

DATE: February 7, 2019

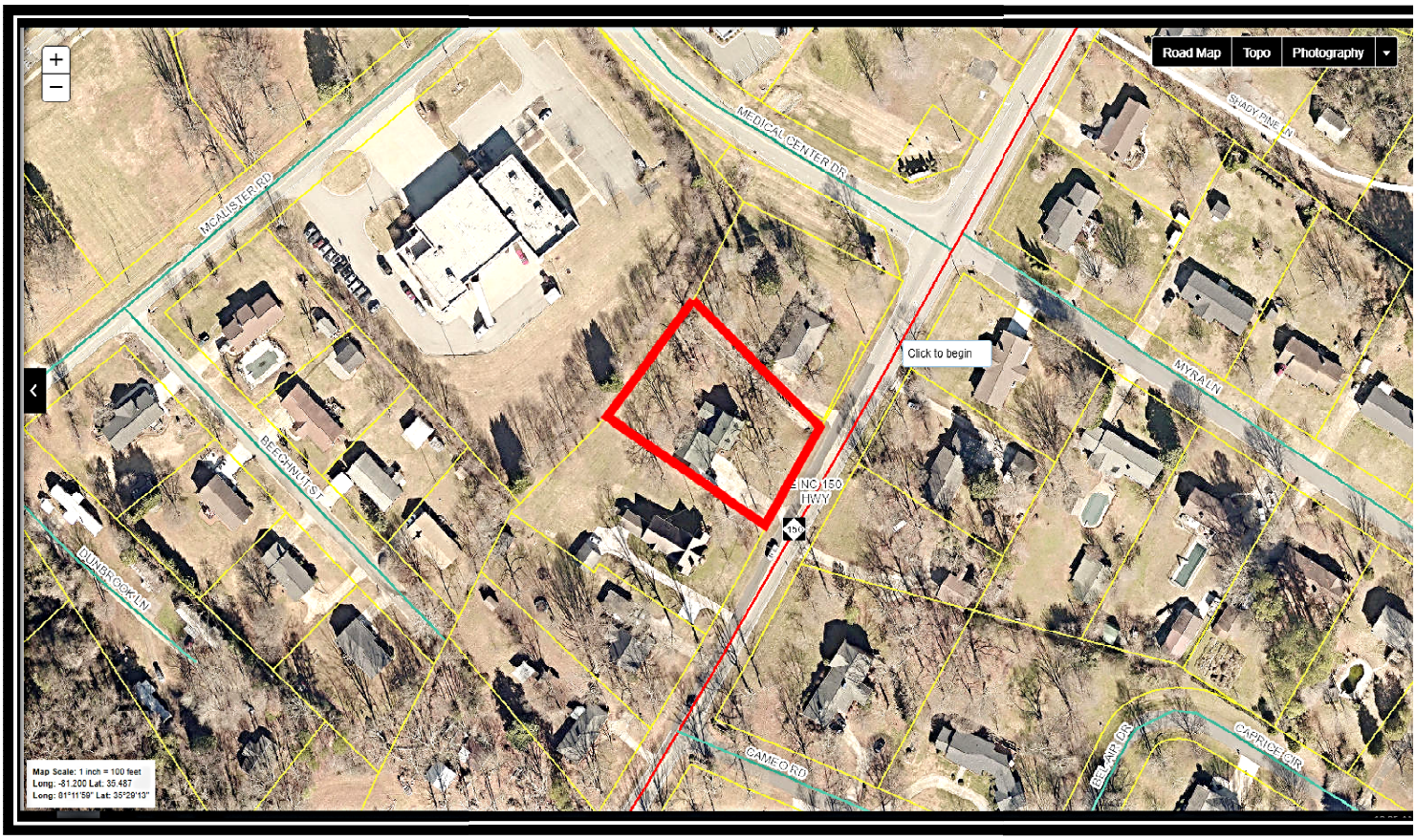
SITE AND AREA DESCRIPTION

The applicant is requesting the rezoning of a parcel totaling approximately 0.73 acres from the Office Institutional (O-I) district to the Rural Residential (R-25) district. The subject property is located on the north side of East NC 150 Highway approximately 250 feet west of Medical Center Drive at 2523 East Highway 150.

The subject property and properties to the northeast are zoned O-I. The property included in this application (ZMA-2-2019) and the property included in application ZMA-1-2019 were rezoned from R-25 to O-I in 2009 at the request of the property owners at that time. Surrounding properties are zoned single family residential.



The subject property is developed with a single family residence. Land uses in the area include single family homes along Highway 150. The new hospital and other medical uses are located along Medical Center Drive.



LAND USE PLAN

The originally adopted Lincolnton Land Use Plan designated the subject property and all surrounding properties along this section of East Highway 150 as a Residential Suburban Planning Area. With the 2009 rezoning of the site from R-25 to O-I, the Land Use Plan was amended to designate the property within an Institutional / Office Planning Area.

COMPLIANCE WITH LAND USE PLAN

The Land Use Plan designates the subject property as an Institutional / Office Planning area. Therefore, the proposed rezoning request is not consistent with the Land Use Plan. However, staff views the request as consistent with the spirit and intent of the Land Use Plan's original designation of the area as a Residential Suburban area and with the character of the surrounding community.

PLANNING BOARD AND STAFF RECOMMENDATION

Planning Board and Staff recommend 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 O-I to R-25.

3. Amendment of land use plan to show the property in the Residential Suburban Planning Area.

Zoning Amendment
Staff's Proposed Statement of Consistency and Reasonableness
for APPROVAL of Application

Case No. ZMA-2-2019

Applicant: Candance Heavner

Parcel ID#: 52275

Location: 2523 East NC 150 Highway

Request: Rezone from O-I to R-25

Proposed Consistency and Reasonableness Statement:

The Lincolnton Land Use Plan designates this property as part of the Institutional-Office Planning Area. Therefore, the proposed rezoning request **is not consistent** with the Lincolnton Land Use Plan. However, the request is viewed as consistent with the spirit and intent of the Land Use Plan's original designation of this section of the East Highway 150 corridor as a Residential Suburban Planning Area and with the character of the surrounding community. Therefore, **approval of the proposed amendment is reasonable and in the public interest.**

Zoning Amendment
Staff's Proposed Statement of Consistency and Reasonableness
for DENIAL of Application

Case No. ZMA-2-2019

Applicant: Candance Heavner

Parcel ID#: 52275

Location: 2523 East NC 150 Highway

Request: Rezone from O-I to R-25

Proposed Consistency and Reasonableness Statement:

The Lincolnton Land Use Plan designates this property as part of the Institutional-Office Planning Area. Therefore, the proposed rezoning request **is not consistent** with the Lincolnton Land Use Plan and **denial of the proposed amendment is reasonable and in the public interest.**

ITEM

7

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: Presentation
DATE: January 25, 2019

The purpose of this memorandum is to request permission to present Officer Momadou Diallo with his Intermediate Law Enforcement Certificate at the February 7th City Council Meeting. Officer Diallo has logged hundreds of hours of training and worked several years to earn this certification. The Intermediate Certificate is the second highest award issued by the North Carolina Training and Standards Commission.

Your Consideration is greatly appreciated.

ITEM

8

CITY OF LINCOLNTON

CITY COUNCIL
Ed L. Hatley, Mayor
Martin A. Eaddy, Mayor Pro-Tem
Mary Frances White
Jim R. Watson
Roby 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..

RESOLUTION
Minimum Staffing, Lincolnton Fire Department
(R-04-19)

WHEREAS, the City Council Recognizes public safety as a top priority and

WHEREAS, the Lincolnton Fire Department is tasked with protecting the lives and property of the citizens and visitors of Lincolnton, and

WHEREAS, many studies, including one performed internally, have shown that increasing firefighter staffing levels has a positive impact on safety and efficiency during Fire Department Operations,

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Lincolnton, that minimum staffing requirements for the City of Lincolnton Fire Department will be 7 firefighters on duty, and

BE IT FURTHER RESOLVED, in efforts to meet the Lincolnton Fire Department minimum staffing standards, the Lincolnton Fire Department will pay overtime where appropriate.

Adopted and presented this the 7th day of February, 2019.

DONNA C. FLOWERS, MMC
CITY CLERK

ED HATLEY
MAYOR

ITEM

9

CITY OF LINCOLNTON

CITY COUNCIL
Ed L. Hatley, Mayor
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CITY MANAGER
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CITY ATTORNEY
Thomas J. Wilson, Jr..

RESOLUTION

Resolution of intent to provide matching funds for a potential grant through the North Carolina Forestry Service (Volunteer Fire Assistance Award Program) to provide communication equipment to enhance operations
(R-05-19)

WHEREAS, the Lincolnton Fire Department desires to enhance their operations by purchasing authorized items for wildland firefighting; and

WHEREAS, with these items, the Lincolnton Fire Department will be able to provide increased firefighter safety, more efficient suppression operations, and increase the number of properly equipped firefighters in our state; and

WHEREAS, the Lincolnton Fire Department is eligible for more grants due to providing protection for the rural district located west of the city limits; and

WHEREAS, the Mayor and City Council, through this resolution, approve submittal of a grant application to the Volunteer Fire Assistance Award Program offered through the North Carolina Forestry Service;

NOW, THEREFORE BE IT RESOLVED by the Mayor and City Council that should the grant be awarded, the City will provide matching funds of up to $5,000 to purchase selected wildland firefighting supplies

Adopted this the 7th day of February, 2019

DONNA C. FLOWERS, MMC **CITY CLERK**	**ED HATLEY** **MAYOR**

ITEM

10

City of Lincolnton

AGENDA REQUEST FORM

Please Print

Name Downtown Development Association of Lincolnton (Betty Flohr, Tommy Huskey)

Address 107 N. Cedar Street
Lincolnton, NC 28092

Phone: 704-900-9659
Email: downtownlincolnton@gmail.com

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

Other Persons Accompanying Speaker: None

Purpose of Request to Appear: Add/submit alcohol sales/sampling contract to council consent agenda for approval of 2019 Lincolnton Food Wine & Brew Fest (Saturday, 5/4/19). Special Event Permit approved, ABC permits in process.

Council Meeting date you wish to appear: Thursday, February 7, 2019

Amount of time required for Presentation: No need to speak

Date form submitted to the City Clerk: 1/31/19

Betty Flohr & Tommy Huskey (via email)
Signature of Requesting Party

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

City of Lincolnton

114 W Sycamore Street
Lincolnton, North Carolina 28092
(704) 736-8980 * Fax (704) 736-8995

Lincolnton NC
Near the City. Near the Mountains. Near Perfect.

Special Event Permit for: LFWBF- Food, Wine, Brewfest

Day/Date/Time: SAT 5/4 11A-5p.

Departmental Review & Approval

FIRE DEPARTMENT
Name of official: Brent H. Smith **Date:** 1-29-19 **Approved:** ☑ Yes ☐ No

Conditions:

POLICE DEPARTMENT
Name of official: [illegible] **Date:** 1-29-19 **Approved:** ☑ Yes ☐ No

Conditions:

PUBLIC WORKS
Name of official: [illegible] **Date:** 1/29/19 **Approved:** ☑ Yes ☐ No

Conditions:

PARKS AND RECREATION
Name of official: [illegible] **Date:** 1/29/19 **Approved:** ☑ Yes ☐ No

Conditions:

EVENTS & FACILITIES
Name of official: SMWRC **Date:** 1/29/19 **Approved:** ☒ Yes ☐ No

Conditions: Alcohol contract

NOTES: Need Safety Mtg

From: noreply@civicplus.com
To: Richard Haynes; Laura Morris; Julie L. Holbrooks; Shelby Barkley
Subject: Online Form Submittal: Special Event Permit Application
Date: Thursday, January 24, 2019 4:18:02 PM

Special Event Permit Application

Step 1

Important Information

- *Applications must be submitted a minimum of 45 days prior to the event, the earlier the better*
- *There is a limit of 2 events per day that require city personnel or street blocking*
- *This application is also applicable to all city departments*
- *Applicants must abide by local ordinances and state/federal laws*
- *Event organizers may be required to pay for assisting city personnel, including police officers assigned to work the event. Applicable fees are included in the City Fee Schedule.*
- *All applicants will be held accountable for trash clean up after each event.*
- *If any cooking, food heating devices, or portable sanitary units will be used at this event, you will need to contact the Lincoln County Health Department and the Lincolnton Fire Department.*
- *The special event permit must be approved by all city departments providing event services.*
- *No changes will be made without prior approval.*
- *The Permit may be revoked by the City of Lincolnton for the applicant's failure to comply with terms and conditions stated on the application.*
- *Any street closures on State maintained roads, require written approval from NCDOT prior to the date of the event.*

Special Event Application

Name of Event:	Lincolnton Wine Food and Brew Fest
Name of Agency/Organization:	The Downtown Development Association of Lincolnton, Inc.
Event Date and Time	5/4/2019 11:00 AM - 5/4/2019 5:00 PM
Non-Profit 501.C3 Tax ID #:	56-1699362
Type of Event	Public Gathering (Festival, Concert)
Brief description of the event	Street festival hosting local breweries, wineries, artist, vendors, farmers marker and food trucks
Set-up Date and Time?	5/4/2019 6:00 AM - 5/4/2019 10:30 AM

Breakdown Date and Time?	5/4/2019 5:00 PM - 5/4/2019 7:00 PM
Exact Location of Event (be specific, list streets to be closed)	Downtown Lincolnton, East Court Square to Poplar Street including Academy Street from Sycamore to Water Street

A poll of downtown merchants impacted by street closure(s) indicating their support or non-support of the event is required for approval consideration.

Number supporting:	100
Number opposed:	*Field not completed.*
Please add this to the community calendar listings	Yes
Please add this event to the Police Department's outdoor sign	Yes
Estimated Attendance	
Number of Participants	250
Number of Spectators	5000

Description of assistance requested from Lincolnton City Departments

Police	Assist Public Works Staff with Road Closures
Fire	Assist with setting up wash station on East Main Street
Sanitation	Rollouts needed throughout the event. Streets cleaned after the event.
Streets	Place barricades for road closures as noted in compliance with NC DOT permit. Place detour signage for traffic route.
Electric	*Field not completed.*
Water/Sewer	*Field not completed.*
Parks	*Field not completed.*
Primary Contact Person	
First Name	Betty

Last Name	Flohr
Email	BLTEN123@gmail.com
Phone	336-624-8463
Address	107 N Cedar Street
City/State/Zip	Lincolnton, NC 28092
Secondary Contact Person	
First Name	Tommy
Last Name	Huskey
Email	citizensprinkler@bellsouth.net
Phone	980-429-0776
Address	107 N Cedar Street
City/State/Zip	Lincolnton, NC 28092
Please answer the following questions completely in order to have your application properly processed.	
Will this event be using a sound system?	Yes
Will there be amplified sound, loud speakers, music, etc. causing a potential noise concern?	Yes
If yes to either question above, please specify:	Stage will use a PA system for live performances.
Are electrical outlets required for this event?	Yes
If yes, please specify anticipated electrical use and load	*Field not completed.*
Will this event require trashcan roll-outs?	Yes
How many trashcans	Throught out the entire event -

do you anticipate needing?	
Will tents, canopies, tension-membrane structures, trailers, inflatable/air supported devices, fending, scaffolding, etc. be involved in this event?	Yes
If yes, please specify:	Wineries, breweries and vendors will use their own tents
Will alcohol be provided, served, or sold at this event?	Yes
If yes, please specify:	Participating wineries and breweries will provide tastings to patrons who purchase a wristband and event tasting glass. Each winery and brewery will operate under their own special event permit
Only those organizations issued a valid ABC permit may provide alcohol. This permit must be provided by the ABC Commission in advance of this event.	
ABC Permit Number:	Applied for permit number
Will this event impede the flow of traffic or require that streets be blocked?	*Field not completed.*
If yes, will the entire width of the street be necessary for this event?	Yes
Will there be vehicles in this event?	Yes
How many?	15
Types of vehicles (cars, trucks, tractors, floats, golf carts, bicycles, motorcycles, etc.)	Food Trucks
Will there be any cooking, food heating devices, etc. used for	Yes

this event?

Specify	All food vendors must operate under their own food truck permit issued by environmental health.

The Lincoln County Health Department and Lincolnton Fire Department must be contacted if there will be any cooking on-site. Any permit issued by either of these departments must be submitted to the City of Lincolnton prior to event. Any special event permit approval is conditional pending the receipt of these permits.

Will there be fire hazard materials at this event?	Yes
Specify	Food vendors may use deep fryers, grills and large cookers but they all must be contained within the confines of their approved food truck.
Will admission be charged and/or will there be booths/vendors selling items/services?	Yes
Will you have a first aid station?	No
Will animals be used in this event?	No
Specify	*Field not completed.*

No animals are allowed at events unless being used in the event as specified above. This does not apply to service animals. Animals brought by spectators/ participants as pets are not allowed.

Will children under the age of 18 be involved in this event?	Yes
Is this event covered by liability insurance?	Yes
Attach liability insurance certificate:	*Field not completed.*

You will be required to provide liability insurance coverage for this event in the minimum amount of $1,000,000 per occurence and the City of Lincolnton must be named as an also insured party. This is generally a rider on your organization's existing liability insurance, not a separate special event insurance policy. Proof of insurance coverage must be provided prior to the event or activity

and any special event permit approval is conditional pending proof of liability insurance coverage. ***The City of Lincolnton is not responsible for providing liability insurance for this event.

Where is the exact location of the event assembly area?	Downtown Lincolnton, East Court Square to Poplar Street including Academy Street from Sycamore to Water Street
Where is the disassembly area?	Downtown Lincolnton, East Court Square to Poplar Street including Academy Street from Sycamore to Water Street

Attach a map indicating the event area including street closures, barridade locations, etc. For parade events indicate staging area, start/end points, streets traveled. You may attach multiple files if necessary.

Attach files here:	*Field not completed.*
Add any other description or notes on event area and location information.	*Field not completed.*
Printed Name/ Signature	Betty Flohr
Date	1/24/2019

Email not displaying correctly? View it in your browser.

Lincolnton Food, Wine & Brew Fest 2019

CONTRACT

STATE OF NORTH CAROLINA
COUNTY OF LINCOLN

THIS CONTRACT AND AGREEMENT made and entered into on this the 7tht day of February, 2019, by and between **THE DOWNTOWN DEVELOPMENT ASSOCIATION OF LINCOLNTON, INC.**, a corporation existing and doing business under the laws of the State of North Carolina, party of the first part, (hereinafter referred to as DDA), and the **CITY OF LINCOLNTON**, a municipal corporation created and existing under the laws of the State of North Carolina, party of the second part, (hereinafter referred to as CITY);

W I T N E S S E T H:

The parties to this Contract hereby recite and declare that:

a. Section 131.01 of the Code of Ordinances of the City of Lincolnton was so amended by the Lincolnton City Council at its regular meeting on April 4th, 2002 to allow the City to authorize and regulate the possession and consumption of malt beverages and unfortified wine on the public streets, alleys, and parking lots which have been temporarily closed to regular traffic for special events.

b. The DDA is the sponsor, promoter, and operator of the event known as the "Lincolnton Food, Wine & Brew Fest" event, which will be staged in downtown Lincolnton on Saturday, May 4, 2019.

c. At the request of the DDA, the City Council agreed, subject to the provisions and conditions hereinafter set forth, to allow the DDA to administer the sale and sampling of malt beverages, unfortified wine and distilled spirits to the public within the designated event area between Court Square and Laurel Street at designated location(s) and to supervise and monitor the consumption of said alcoholic beverages at and during the "Lincolnton Food, Wine & Brew Fest" events in downtown Lincolnton in 2019.

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

I.

That in accordance with and subject to the terms and conditions herein set forth, the DDA is authorized to administer the sale and sampling of malt beverages, unfortified wine and distilled spirits to the public at its "Lincolnton Food, Wine & Brew Fest" event in 2019, which is scheduled to be held on Saturday, May 4, 2019.

II.

That all alcoholic beverages sold and served at the event will be sold and consumed within the confines of the designated event area, the location of which must be approved by the City. The DDA agrees to obtain, pay for, and comply with all governmental permits and licenses necessary for the sale and consumption of the alcoholic beverages.

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

That DDA will not sell or allow the consumption of any alcoholic beverage before 11:00 a.m. or after 5:00 p.m. on the day of the event.

III.

That DDA hereby agrees to indemnify and hold the City and its employees harmless from any claims, causes of action, loss or injury resulting from the sale and sampling of alcoholic beverages and subsequent consumption thereof by the public at the "Lincolnton Food, Wine & Brew Fest" event. That DDA agrees to defend the City against any such claims of loss or injury filed against the City.

IV.

That DDA will obtain and pay for liability insurance coverage (in an amount satisfactory to the City) for itself and the City as a result of the sale of alcoholic beverages on the streets of the City during the "Lincolnton Food, Wine & Brew Fest" event. That DDA will promptly provide a copy of said insurance policy (ies) to the City. All policies will designate the City as a named insured.

V.

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

VI.

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

VII.

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

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

DOWNTOWN DEVELOPMENT ASSOCIATION OF LINCOLNTON, INC.

By: _____
Tommy Huskey, Chairman

Attest:

_____
Betty Flohr, Executive Director

CITY OF LINCOLNTON

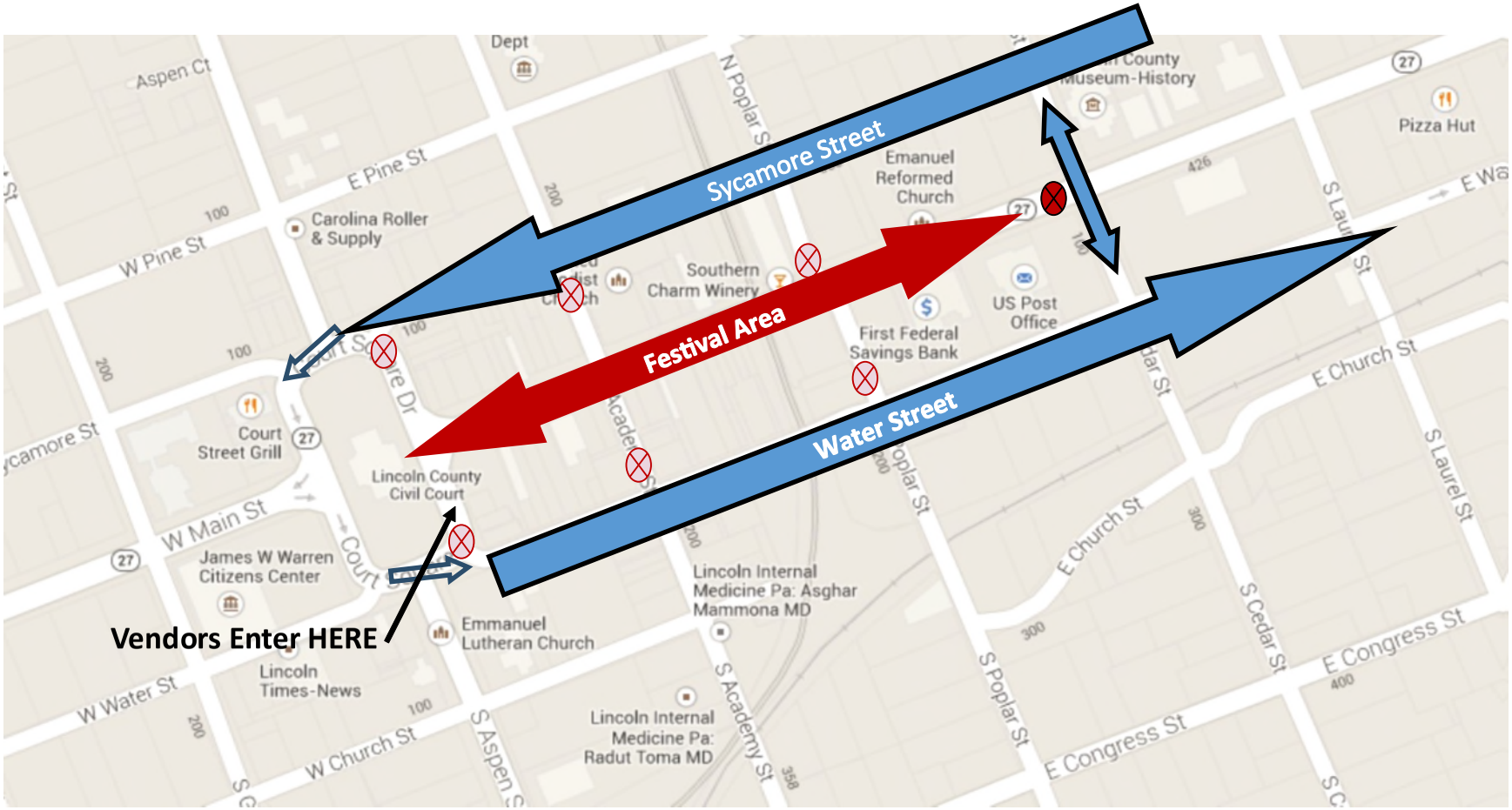
By: _____
Ed Hatley, Mayor

Attest:

_____
Donna C. Flowers, City Clerk **(Municipal Seal)**

2019 Lincolnton Food, Wine & Brew Fest Event Map

Saturday, May 4, 11am - 5pm



Set Up Time: 6am to open

Vendor Arrival: 8am - 10am

Breakdown: 7pm - 9pm

HARD Block

Barricade

Detour Route

Street Closure, Event Area

ITEM

11

City of Lincolnton

AGENDA REQUEST FORM

Please Print

Name Downtown Development Association of Lincolnton (Betty Flohr, Tommy Huskey)

Address 107 N. Cedar Street
Lincolnton, NC 28092

Phone: 704-900-9659
Email: downtownlincolnton@gmail.com

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

Other Persons Accompanying Speaker: None

Purpose of Request to Appear: Add/submit alcohol sales/sampling contract to council consent agenda for approval of 2019 Lincolnton Alive After Five concert series (Thursday 5/30, 6/27, 7/25, 8/29, and 9/12, 2018.) Special Event Permit approved, ABC permits in process.

Council Meeting date you wish to appear: Thursday, February 7, 2019

Amount of time required for Presentation: No need to speak

Date form submitted to the City Clerk: 1/31/19

Betty Flohr & Tommy Huskey (via email)
Signature of Requesting Party

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

City of Lincolnton

114 W Sycamore Street
Lincolnton, North Carolina 28092
(704) 736-8980 * Fax (704) 736-8995

Lincolnton NC
Near the City. Near the Mountains. Near Perfect.

Special Event Permit for: ALIVE AFTER FIVE 2019

Day/Date/Time: 5 DATES - THURS 5/30, 6/27, 7/25, 8/29, 9/12

Departmental Review & Approval

FIRE DEPARTMENT
Name of official: Brent H. Smith **Date:** 1-29-19 **Approved:** ☑ Yes ☐ No

Conditions:

POLICE DEPARTMENT
Name of official: [illegible] **Date:** 1-29-19 **Approved:** ☑ Yes ☐ No

Conditions:

PUBLIC WORKS
Name of official: [illegible] **Date:** 1/29/19 **Approved:** ☑ Yes ☐ No

Conditions:

PARKS AND RECREATION
Name of official: [illegible] **Date:** 1/29/19 **Approved:** ☑ Yes ☐ No

Conditions:

EVENTS & FACILITIES
Name of official: [illegible] **Date:** 1/29/19 **Approved:** ☒ Yes ☐ No

Conditions:

NOTES:

Laura Morris

From: noreply@civicplus.com
Sent: Thursday, January 24, 2019 5:17 PM
To: Richard Haynes; Laura Morris; Julie L. Holbrooks; Shelby Barkley
Subject: Online Form Submittal: Special Event Permit Application

Follow Up Flag: Follow up
Flag Status: Flagged

Special Event Permit Application

Step 1

Important Information

- *Applications must be submitted a minimum of 45 days prior to the event, the earlier the better*
- *There is a limit of 2 events per day that require city personnel or street blocking*
- *This application is also applicable to all city departments*
- *Applicants must abide by local ordinances and state/federal laws*
- *Event organizers may be required to pay for assisting city personnel, including police officers assigned to work the event. Applicable fees are included in the City Fee Schedule.*
- *All applicants will be held accountable for trash clean up after each event.*
- *If any cooking, food heating devices, or portable sanitary units will be used at this event, you will need to contact the Lincoln County Health Department and the Lincolnton Fire Department.*
- *The special event permit must be approved by all city departments providing event services.*
- *No changes will be made without prior approval.*
- *The Permit may be revoked by the City of Lincolnton for the applicant's failure to comply with terms and conditions stated on the application.*
- *Any street closures on State maintained roads, require written approval from NCDOT prior to the date of the event.*

Special Event Application

Name of Event:	Alive After Five
Name of Agency/Organization:	The Downtown Development Association of Lincolnton, Inc.
Event Date and Time	5/30/2019 6:00 PM - 5/30/2019 10:00 PM
Non-Profit 501.C3 Tax ID #:	56-1699362
Type of Event	Public Gathering (Festival, Concert)

Brief description of the event	Live music event with DJ, vendors, beer garden and car show
Set-up Date and Time?	5/30/2019 4:00 PM - 5/30/2019 6:00 PM
Breakdown Date and Time?	5/30/2019 10:30 PM - 5/30/2019 11:00 PM
Exact Location of Event (be specific, list streets to be closed)	1st two blocks of East Main Street between Court Square and Poplar Street
A poll of downtown merchants impacted by street closure(s) indicating their support or non-support of the event is required for approval consideration.	
Number supporting:	35
Number opposed:	*Field not completed.*
Please add this to the community calendar listings	Yes
Please add this event to the Police Department's outdoor sign	Yes
Estimated Attendance	
Number of Participants	50
Number of Spectators	500
Description of assistance requested from Lincolnton City Departments	
Police	Security
Fire	*Field not completed.*
Sanitation	Distribute roll out trash cans throughout event area, street cleanup after event
Streets	Close streets, place barricades and signage for traffic detours, setup/breakdown stage
Electric	Beer trailer will need electricity at East Main Street and Academy Street intersection. Electricity needed at stage
Water/Sewer	*Field not completed.*
Parks	*Field not completed.*

Primary Contact Person	
First Name	Betty
Last Name	Flohr
Email	downtownlincolnton@gmail.com
Phone	336-624-8463
Address	P O Box 491
City/State/Zip	Lincolnton, NC 28093
Secondary Contact Person	
First Name	Tommy
Last Name	Huskey
Email	citizensprinkler@bellsouth.net
Phone	980-429-0776
Address	P O Box 491
City/State/Zip	Lincolnton, NC 28093
Please answer the following questions completely in order to have your application properly processed.	
Will this event be using a sound system?	Yes
Will there be amplified sound, loud speakers, music, etc. causing a potential noise concern?	Yes
If yes to either question above, please specify:	DJ will play from 6pm to 7pm. Band will perform from 7pm to 10pm.
Are electrical outlets required for this event?	Yes
If yes, please specify anticipated electrical use and load	*Field not completed.*
Will this event require trashcan roll-outs?	Yes

How many trashcans do you anticipate needing?	2-3
Will tents, canopies, tension-membrane structures, trailers, inflatable/air supported devices, fending, scaffolding, etc. be involved in this event?	*Field not completed.*
If yes, please specify:	Tents used for taking monies for beer tickets and to check ID.
Will alcohol be provided, served, or sold at this event?	Yes
If yes, please specify:	Beer will be sold from a draft trailer by DDA volunteers within designated beer garden area.

Only those organizations issued a valid ABC permit may provide alcohol. This permit must be provided by the ABC Commission in advance of this event.

ABC Permit Number:	Applying for
Will this event impede the flow of traffic or require that streets be blocked?	*Field not completed.*
If yes, will the entire width of the street be necessary for this event?	Yes
Will there be vehicles in this event?	Yes
How many?	+/- 100
Types of vehicles (cars, trucks, tractors, floats, golf carts, bicycles, motorcycles, etc.)	Cars participating in car show will be located in the 200 block of East Main Street
Will there be any cooking, food heating devices, etc. used for this event?	*Field not completed.*
Specify	Food vendors will set up at event.

The Lincoln County Health Department and Lincolnton Fire Department must be contacted if there will be any cooking on-site. Any permit issued by either of these departments must be submitted to the City of Lincolnton prior to event. Any special event permit approval is conditional pending the receipt of these permits.

Will there be fire hazard materials at this event?	Yes
Specify	Food vendors may have grills, deep fryers, etc.
Will admission be charged and/or will there be booths/vendors selling items/services?	Yes
Will you have a first aid station?	No
Will animals be used in this event?	No
Specify	*Field not completed.*

No animals are allowed at events unless being used in the event as specified above. This does not apply to service animals. Animals brought by spectators/ participants as pets are not allowed.

Will children under the age of 18 be involved in this event?	Yes
Is this event covered by liability insurance?	Yes
Attach liability insurance certificate:	*Field not completed.*

You will be required to provide liability insurance coverage for this event in the minimum amount of $1,000,000 per occurence and the City of Lincolnton must be named as an also insured party. This is generally a rider on your organization's existing liability insurance, not a separate special event insurance policy. Proof of insurance coverage must be provided prior to the event or activity and any special event permit approval is conditional pending proof of liability insurance coverage. ***The City of Lincolnton is not responsible for providing liability insurance for this event.

Where is the exact location of the event assembly area?	Event area is from East Court Square to Poplar Street and stage will be setup at East Court Square. Car show will take place in the 200 block of East Main Street between Academy and Poplar Street
Where is the disassembly	N/A

area?

Attach a map indicating the event area including street closures, barridade locations, etc. For parade events indicate staging area, start/end points, streets traveled. You may attach multiple files if necessary.

Attach files here:	*Field not completed.*
Add any other description or notes on event area and location information.	This permit request is for the following event dates: 05/30, 06/27, 07/25, 08/29, 09/26
Printed Name/ Signature	Betty Wilkes
Date	*Field not completed.*

Email not displaying correctly? View it in your browser.

Lincolnton Alive After Five 2019

CONTRACT

STATE OF NORTH CAROLINA
COUNTY OF LINCOLN

THIS CONTRACT AND AGREEMENT made and entered into on this the 7th day of February, 2019, by and between **THE DOWNTOWN DEVELOPMENT ASSOCIATION OF LINCOLNTON, INC.**, a corporation existing and doing business under the laws of the State of North Carolina, party of the first part, (hereinafter referred to as DDA), and the **CITY OF LINCOLNTON**, a municipal corporation created and existing under the laws of the State of North Carolina, party of the second part, (hereinafter referred to as CITY);

W I T N E S S E T H:

The parties to this Contract hereby recite and declare that:

a. Section 131.01 of the Code of Ordinances of the City of Lincolnton was so amended by the Lincolnton City Council at its regular meeting on April 4th, 2002 to allow the City to authorize and regulate the possession and consumption of malt beverages and unfortified wine on the public streets, alleys, and parking lots which have been temporarily closed to regular traffic for special events.

b. The DDA is the sponsor, promoter, and operator of the event known as the "Lincolnton Alive After Five" events, which will be staged in downtown Lincolnton on Thursday May 30, June 27, July 25 and August 29, and September 12, 2019.

c. At the request of the DDA, the City Council agreed, subject to the provisions and conditions hereinafter set forth, to allow the DDA to administer the sale and sampling of malt beverages, unfortified wine and distilled spirits to the public within the designated event area between Court Square and Poplar Street at designated location(s) and to supervise and monitor the consumption of said alcoholic beverages at and during the "Lincolnton Alive After Five" events in downtown Lincolnton in 2019.

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

I.

That in accordance with and subject to the terms and conditions herein set forth, the DDA is authorized to administer the sale and sampling of malt beverages, unfortified wine and distilled spirits to the public at its "Lincolnton Alive After Five" events, which are scheduled to be held on Thursday May 30, June 27, July 25 and August 29, and September 12, 2019.

II.

That all alcoholic beverages sold and served at the event will be sold and consumed within the confines of the designated event area, the location of which must be approved by the City. The DDA agrees to obtain, pay for, and comply with all governmental permits and licenses necessary for the sale and consumption of the alcoholic beverages.

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

That DDA will not sell or allow the consumption of any alcoholic beverage before 6:00 p.m. or after 10:00 p.m. on the day of each event.

III.

That DDA hereby agrees to indemnify and hold the City and its employees harmless from any claims, causes of action, loss or injury resulting from the sale and sampling of alcoholic beverages and subsequent consumption thereof by the public at the "Lincolnton Alive After Five" events. That DDA agrees to defend the City against any such claims of loss or injury filed against the City.

IV.

That DDA will obtain and pay for liability insurance coverage (in an amount satisfactory to the City) for itself and the City as a result of the sale of alcoholic beverages on the streets of the City during the "Lincolnton Alive After Five" events. That DDA will promptly provide a copy of said insurance policy (ies) to the City. All policies will designate the City as a named insured.

V.

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

VI.

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

VII.

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

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

DOWNTOWN DEVELOPMENT ASSOCIATION OF LINCOLNTON, INC.

By: _____
Tommy Huskey, Chairman

Attest:

_____
Betty Flohr, Executive Director

CITY OF LINCOLNTON

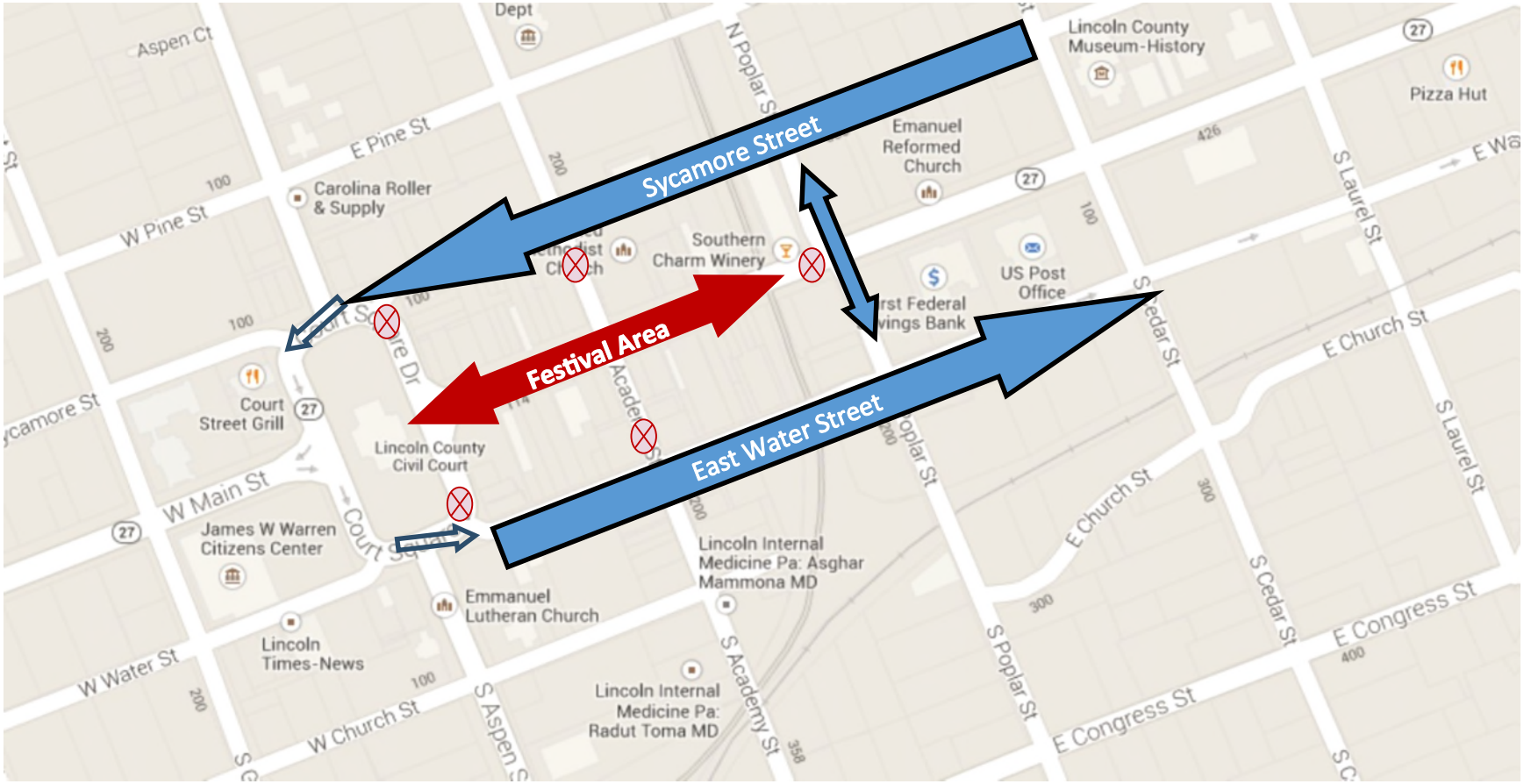
By: _____
Ed Hatley, Mayor

Attest:

_____
Donna C. Flowers, City Clerk (**Municipal Seal)**

2019 Lincolnton Alive After Five Concert Series Event Map

Thursdays; 5/30, 6/27, 7/25, 8/29, & 9/12; 6pm - 10pm



Set Up Time: 4pm to 6pm

Vendor Arrival: 5pm - 6pm

Breakdown: 10pm - 11pm

HARD Block

Barricade

Detour Route

Street Closure, Event Area

ITEM

12

CITY COUNCIL
Ed L. Hatley, Mayor
Martin A. Eaddy, Mayor Pro-Tem
Mary Frances White
Roby D. Jetton
Jim Watson

Lincolnton NC
Near the City. Near the Mountains. Near Perfect.

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

MEMORANDUM

TO: Mayor and Council

FROM: Steve Zickefoose, City Manager Steve

SUBJECT: Software Updates

DATE: February 7, 2019

The software that the City uses for accounting functions and utility billing is 15 years old. It is critical that we update ours before it is no longer supported. In reviewing options, we believe that Tyler Technologies offers the most comprehensive solution for local governments. The County recently upgraded their software with Tyler and they are extremely pleased with the product and service. Tyler is also an Electricities partner, which will provide discounted pricing.

Staff from each department participated in an overview of the INCODE software version for units our size. There was 100% agreement that this was the best choice for Lincolnton. Tyler is the largest provider of local government software in the United States. It is what they specialize in.

The new software provides a number of advantages over what we have now that will be much more efficient for time management and cost savings. Improvements include:

- Paperless approval process for purchase orders, leave requests, timesheets and service orders
- Electronic payments
- Automated budget process
- Project accounting
- Automated time and attendance
- Employee self service access to check copies and tax documents
- Employee portal to compute impacts to checks if make changes to tax deductions
- Online payments
- Citizen ability to look up their utility accounts

The timeline to do such an upgrade is lengthy. If we approve this, we would go “live” in July of 2020.

The onetime cost is $106,050. This would be spread between departmental budgets, including the Water/Sewer and Electric funds. We have funds available in this year’s budget for this.

I am recommending that we move forward with the project.

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client**" means City of Lincolnton.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system

management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.

- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Third Party Services"** means the third party services, if any, identified in the Investment Summary.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(8).

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

   3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

   3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

   3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(8), below, the SLA and our then current Support Call Process.

6. SaaS Services.

   6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.

   6.2 You will be hosted on shared hardware in a Tyler data center, but in a database dedicated to you, which is inaccessible to our other customers.

   6.3 We have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable

period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.

6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.

6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.

6.8 We provide secure Data transmission paths between each of your workstations and our servers.

6.9 For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies. Our data centers are accessible only by authorized personnel with a unique key entry. All other visitors must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

6.10 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at https://www.tylertech.com/about-us/compliance, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – OTHER PROFESSIONAL SERVICES

1. Other Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.

7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

8. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

8.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version);

8.2 provide telephone support during our established support hours;

8.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

8.4 make available to you all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

8.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.

   3.1 We are authorized by each Developer to grant access to the Third Party Software.

3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is five (5) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of

receiving written notice of our intent to terminate.

2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

2.5 Fees for Termination without Cause during Initial Term. If you terminate this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if we terminate this Agreement during the initial term for your failure to pay SaaS Fees, you shall pay us the following early termination fees:

a. if you terminate during the first year of the initial term, 100% of the SaaS Fees through the date of termination plus 25% of the SaaS Fees then due for the remainder of the initial term;

b. if you terminate during the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 15% of the SaaS Fees then due for the remainder of the initial term; and

c. if you terminate after the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 10% of the SaaS Fees then due for the remainder of the initial term.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for

you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(2), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

5. **<u>EXCLUSION OF CERTAIN DAMAGES</u>. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment

concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the

following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

    (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
    (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
    (c) a party receives from a third party who has a right to disclose it to the receiving party; or
    (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not

limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	Web Services – Hosted Application Terms
Exhibit E	Statement of Work

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By:_____

Name:_____

Title:_____

Date:_____

Address for Notices:
Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

City of Lincolnton

By:_____

Name:_____

Title:_____

Date:_____

Address for Notices:
City of Lincolnton
PO Box 617
Lincolnton, NC 28093
Attention: David Ramsey

Exhibit A
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Quoted By:	Blake Reynolds
Quote Expiration:	6/18/2019
Quote Name:	City of Lincolnton-LGD-FIN-CIS
Quote Number:	2018-63355
Quote Description:	Hosted Cost Summary

Sales Quotation For
Mr. David Ramsey
City of Lincolnton, NC
PO Box 617
Lincolnton , NC 28093-0617
Phone: 704-736-8980
Email: davidramsey@ci.lincolnton.nc.us

Tyler Software and Related Services - SaaS		One Time Fees				
Description		Impl. Hours	Impl. Cost	Data Conversion	# Years	Annual Fee
ExecuTime						
ExecuTime Time & Attendance Mobile Access License		0	$0	$0		$1,307
ExecuTime Time & Attendance - Up to 100ee		50	$6,250	$0		$3,601
Financial Management Suite						
Core Financials		100	$12,500	$6,750		$11,875
Purchasing		28	$3,500	$0		$2,986
Fixed Assets		16	$2,000	$0		$1,260
Project Accounting		16	$2,000	$0		$2,486
Customer Relationship Management Suite						
Utility CIS System -Electric/Water/Gas		184	$23,000	$8,500		$15,269
Mobile Service Orders		8	$1,000	$0		$848
Third Party Printing Interface		4	$500	$0		$3,253
Cashiering		44	$5,500	$0		$3,676
Tyler Content Manager						
Tyler Content Manager Standard Edition (TCM SE)		32	$4,000	$0		$4,045
Personnel Management Suite						
Personnel Management (Includes Position Budgeting)		100	$12,500	$4,250		$7,350
Employee Self Service (Employee Portal)		32	$4,000	$0		$0
Tyler Hosted Applications						
Utility Billing Online Component		0	$0	$0		$2,880
Notifications for Utility Billing		0	$0	$0		$0
IVR Solution for Utility Billing		0	$0	$0		$0
Tyler U		0	$0	$0		$2,536
Hosting User Fee		0	$0	$0		$5,750
	Sub-Total:		*$76,750*	*$19,500*		*$69,122*
	TOTAL:	**614**	**$76,750**	**$19,500**	5	**$69,122**

Other Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Project Management	1	$5,000	$5,000	$0
Import Interface (using ExecuTime)	1	$0	$0	$0
Export Interface (using ExecuTime)	1	$0	$0	$0
ExecuTime VPN Start up Fee	1	$4,000	$4,000	$0
Online Application -Set up fee	1	$800	$800	$0
TOTAL:			**$9,800**	**$0**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler SaaS	$0	$69,122
Total Tyler Services	$106,050	$0
Total Third Party Hardware, Software and Services	$0	$0
Summary Total	**$106,050**	**$69,122**
Estimated Travel Expenses	**$34,290**	

Detailed Breakdown of Conversions (Included in contract total)

Description	Hours	Unit Price	Programming Fee	Extended Price
Financial Management Suite				
General Ledger - Conversion	8	$125	$1,500	$2,500
General Ledger - Legacy.Historical Views	4	$125	$500	$1,000
Accounts Payable Conversion	4	$125	$1,750	$2,250
Accounts Payable - Legacy.Historical Views Conversion	4	$125	$500	$1,000
Customer Relationship Management Suite				
Utility Billing Legacy/Historical Views-Conversion	4	$125	$1,000	$1,500
Utility Billing -Conversion	12	$125	$5,500	$7,000
Personnel Management Suite				
Personnel Management -Payroll Conversion	4	$125	$2,250	$2,750
Personnel Management -Payroll - Legacy.Historical Views Conversion	4	$125	$1,000	$1,500
Total:				**$19,500**

ITEM

13

CITY OF LINCOLNTON

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

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

BA – 01-19

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

DEPARTMENT NUMBER	DEPARTMENT DESCRIPTION	INCREASE	DECREASE
	DEBT SERVICES		
4285	Interfund Loan Prin Payment	0.00	(70,000.00)
	GENERAL EXPENSE		
4280	Contingency	-	(30,000.00)
		-	-

DEPARTMENT NUMBER	DEPARTMENT DESCRIPTION	INCREASE	DECREASE
	POLICE		
4310	Salaries	100,000.00	-
4310	Police Building - Move to Fund 63	0.00	(541,000.00)
		100,000.00	(641,000.00)

This will result in a net decrease of $ (541,000.00) expenditures of the General Fund. To balance the adjustments to the budget, the following revenues have also been changed with a corresponding net effect.

	MISCELLANEOUS		
	Loan Proceeds	0.00	(300,000.00)
	APPROPRIATION FUND BALANCE		
	Appropriation from Fund Balance		(241,000.00)
		0.00	(541,000.00)

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

DEPARTMENT NUMBER	DEPARTMENT DESCRIPTION	INCREASE	DECREASE
27-20-4550-589	Culvert Repairs- Edwards Street	75,000.00	
		75,000.00	0.00

This will result in a net increase of $ 75,000.00 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.

DEPARTMENT NUMBER	DEPARTMENT DESCRIPTION	INCREASE	DECREASE
	OTHER FINANCING SOURCES		
27-20-3991-900	Appropriation from Fund Balance	75,000.00	

Section 7: To amend the Electric Fund, the expenditures are to be changed as follows:

DEPARTMENT NUMBER	DEPARTMENT DESCRIPTION	INCREASE	DECREASE
	ELECTRIC		
7200	Capital- Police Building	541,000.00	-
		541,000.00	0.00

This will result in a net increase of $ 541,000.00 in the expenditures of the Electric Fund. At the same time, adjustments have been made to the following revenues with a corresponding net change.

DEPARTMENT NUMBER	DEPARTMENT DESCRIPTION	INCREASE	DECREASE
	OTHER FINANCING SOURCES		
	Appropriation from Fund Balance	541,000.00	
		541,000.00	0.00

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

Adopted this 7th day of February, 2019.

Donna C. Flowers
City Clerk

Ed L. Hatley
Mayor

ITEM

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To: City Counsel 1/23/2019

I'm William H. Warford and I am requesting a license to operate a Billiard Hall at 2667 E. Main St. Lincolnton, NC. located in the Carolina Shopping Center in Boger City. The Name of the business is **Billiard & Pool @ Bill's Place LLC.**

The Billiard Hall will have 2 - 7' tables, 1- 8' table and 11-9' tables, 14 tables in all. I will have a small bar where I will serve beer, wine, soda and coffee. A dinning area where you can sit and enjoy a burger and fries from the kitchen. We will be serving Hamburgers, Fries, Hot Dogs, Chicken Tenders, Sandwiches, and other finger foods.

We will have different Leagues playing almost nightly, Playing 8-Ball and 9-Ball. The APA, (American Pool Players Association) is the largest Pool League in the world. We would also like to have a Jr League which will be with the APA. Regional Winners will have a chance to go to Las Vegas NV. to participate in the Worlds Largest Pool Tournament.

Then we have the CPL (Carolina Pool League) who requested the 7' tables.

We will be open to the general public as well, so you do not have to be a member of a league to enjoy a good game of Pool.
So dust off that Cue Stick and come join us for a game of pool.

Thank You for your Time.

Wm H. Warford

ITEM

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CITY COUNCIL
Ed L. Hatley, Mayor
Martin A. Eaddy, Mayor Pro-Tem
Mary Frances White
Roby D. Jetton
Jim Watson

Lincolnton NC
Near the City. Near the Mountains. Near Perfect.

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

MEMORANDUM

TO: Steve Zickefoose, City Manager

FROM: Ritchie Haynes, Assistant City Manager RCH

SUBJECT: Recycling Update

DATE: 1/24/19

I have attached a revised worksheet with the recycling options that we presented at the August City Council meeting. In that worksheet, I have added a "New Route" category. This new category shows the cost associated with creating a new recycling route that would utilize existing equipment to pick-up a 96 gallon rollout once a month. It is suggested that we provide this service on the first Friday of every month. Since we only pick-up garbage Monday-Thursday, this would allow us to utilize the two automated garbage trucks and keep us from having to purchase additional vehicles just to collect our recyclables. Also, we would require residents to sign up for the program, which would allow us to map the customers using our Mobile 311 system. By mapping only the participating customers, this will cut the number of streets we travel in our collection process; and therefore, save fuel and time. Based on conversations with other communities that utilize 96 gallon rollouts to collect recyclables, it is suggested we exclude apartments from our recycling program. Most of these were not participating before due to a lack of available space for the bins. I feel that it would be almost impossible to control contamination if we provide this service to any parcel that contains more than 4 units.

In considering this option, we did take into account that the old routes included a weekly pick-up versus the once-a-month that is being proposed. But if you look at capacity, the rollouts would provide five times the capacity of the old bins. Also,

we plan on putting the cost of a rollout into our fee schedule for any citizens wanting to purchase an additional one. This should help accommodate those citizens who recycle more than the average household. Due to the need to identify only those that signed up for the program, we would not be able to allow citizens to purchase other rollouts from another source.

In estimating the cost associated with this new route, I have included the cost of having two drivers work 12 additional days utilizing a 10 hour shift based on an overtime rate. Since we are using existing staff, we will not have to pay for additional health and dental insurance. I have added a nominal amount for supplies and equipment for the yearly replacement of lost and damaged rollouts, but we will not have to purchase the traditional supplies and equipment associated with adding additional staff. Since we are only using this equipment 12 days a year, I would not expect to see a tremendous amount of added repairs and maintenance for these vehicles. I think the same thing could be said for fuel cost. I have included a conservative number in the worksheet, but I do not feel we will spend that total amount. The capital portion estimate includes the cost of the new rollouts divided over a 15 year period. It should be noted that we would have to purchase an estimated 925 rollouts this year to get the program started. This would come at a cost of $52,000. Since the program will be based on residents signing up, we could purchase half of those upfront and order an additional amount once we have seen a certain percentage requested. I have included $2,000 in the "Other" category to accommodate miscellaneous and personnel related cost. Lastly, the tipping fee is the same as the other routes. It is based on an estimate of 215 tons at $75.00 per ton, though currently the rate is $55.00. As you can see from the worksheet attached, the total estimated expense for this option would be $34,661.00, which would be a yearly savings of $118,403.71 based on the cost of the old route.

As you can imagine, it would take us a few months to order rollouts and educate the public on the new routes and sign up process. If Council decides to proceed with this option, we would start the course of action as soon as possible. Also, the temporary recycling center would still be manned each Saturday until the new program was in place.

If you have any questions please let me know.

RECYCLING OPTIONS

	OLD ROUTE (2 MAN CREW)	OLD ROUTE (1 MAN CREW)	NEW ROUTES (CONTRACTOR)	RECYCLING CENTER (MANNED)	RECYCLING CENTER (UNMANNED)	RECYCLING CENTER (TEMPORARY)	NEW ROUTE (96 GAL. ROLLOUT)
SALARY	$71,021.39	$37,853.59	N/A	$10,810.00	N/A	$12,636.00	$6,786.00
INSURANCE	$17,518.32	$10,580.16	N/A	N/A	N/A	N/A	N/A
SUPPLIES/EQUIP.	$9,500.00	$8,000.00	N/A	$250.00	$50.00	$100.00	$2,750.00
REPAIRS	$11,500.00	$11,500.00	N/A	$250.00	$500.00	$100.00	$1,500.00
FUEL	$5,000.00	$5,000.00	N/A	N/A	$750.00	$250.00	$2,000.00
CAPITAL (15YR. AVG.)	$15,000.00	$12,000.00	N/A	$6,100.00	$3,167.00	N/A	$3,500.00
CONTRACT COST	N/A	N/A	$270,000.00	$15,600.00	N/A	N/A	N/A
OTHER	$7,400.00	$3,700.00	N/A	$200.00	$200.00	N/A	$2,000.00
TIPPING FEE ($75)	$16,125.00	$16,125.00	N/A	N/A	$2,025.00	$2,025.00	$16,125.00
TOTAL	***$153,064.71***	***$104,758.75***	***$270,000.00***	***$33,210.00***	***$6,692.00***	***$15,111.00***	***$34,661.00***
ESTIMATE PARTICIPANTS	***925***	***925***	***1,225***	***92***	***92***	***92***	***925***
ESTIMATE TONS	***215***	***215***	***284***	***21***	***21***	***21***	***215***
COST PER PARTICIPANT	***$165.47***	***$113.25***	***$220.40***	***$360.97***	***$72.73***	***$164.25***	***$38.34***
COST PER TON	***$711.92***	***$487.25***	***$950.70***	***$1,581.42***	***$318.66***	***$719.57***	***$164.93***
1ST YEAR CAPITAL NEEDS	***N/A***	***$180,000.00***	***N/A***	***$91,500.00***	***$47,500.00***	***N/A***	***$52,000.00***

ITEM

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NO BACK UP

NECESSARY

FOR THIS ITEM

ITEM

17

February 2019 Council Meeting

Executive Summary
December 2018 Year-To-Date

General Fund		Budget 18-19	Actual 18-19	% of Budget	Budget 17-18	Actual 17-18	Difference
Fund 10	Revenues	11,800,766	5,694,742	44%	11,655,521	5,441,734	253,008
	Fund Balance	1,051,770	-	-	964,361	-	-
		12,852,536	5,694,742		12,619,882	5,441,734	253,008
	City Manager/Clerk	320,960	82,696		331,465	101,437	(18,741)
	Human Resources	239,060	83,931		232,730	90,127	(6,196)
	Finance	242,790	(51,866)		273,412	(119,025)	67,159
	General Expense	1,057,620	461,998		942,324	470,586	(8,588)
	General Debt Service	520,954	27,910		463,524	27,910	-
	Police	3,700,970	1,557,132		4,284,770	1,708,204	(151,072)
	Fire	2,240,650	1,245,727		2,099,345	1,054,400	191,327
	Public Works	79,616	(103,503)		172,956	(31,586)	(71,917)
	Street	1,251,668	270,656		1,246,268	221,761	48,895
	Equipment Services	133,270	35,137		135,120	40,059	(4,921)
	Solid Waste	756,798	244,818		708,328	279,813	(34,995)
	General Services	-	-		-	-	-
	Plannin/Zoning	679,060	120,829		348,794	124,642	(3,813)
	Bus & Comm. Dev	135,000	55,999		164,960	40,841	15,157
	Recreation	1,494,120	532,475		1,215,886	518,211	14,264
	Expenses	12,852,536	4,563,939	36%	12,619,882	4,527,380	36,560
	Difference		1,130,803			914,354	216,449

Water & Sewer Fund		Budget 18-19	Actual 18-19	% of Budget	Budget 17-18	Actual 17-18	Difference
Fund 61	Revenues	8,096,950	3,994,796	48%	7,449,995	4,134,213	(139,417)
	Fund Balance	281,590	-		526,653		
		8,378,540	3,994,796		7,976,648	4,134,213	(139,417)
	Water Treatment	1,502,950	609,374		1,508,500	580,667	28,707
	Dist & Collection	1,748,000	948,748		1,440,153	668,412	280,336
	Wastewater	1,550,100	496,479		1,516,650	470,679	25,800
	W & S Intangibles	3,577,490	836,524		3,511,345	884,798	(48,273)
	Expenses	8,378,540	2,891,126	35%	7,976,648	2,604,555	286,571
	Difference		1,103,670			1,529,657	(425,988)

Electric Fund		Budget 18-19	Actual 18-19	% of Budget	Budget 17-18	Actual 17-18	Difference
Fund 63	Revenues	7,669,264	4,122,422	52%	7,791,714	3,831,055	291,368
	Fund Balance	300,000	-		1,224,483	-	-
		7,969,264	4,122,422		9,016,197	3,831,055	291,368
	Electric Dept.	7,969,264	3,642,162		9,016,197	3,946,087	(303,925)
	Expenses	7,969,264	3,642,162	46%	9,016,197	3,946,087	(303,925)
	Difference		480,260			(115,032)	595,292

Overtime	80+ hours		196,585			198,847	(2,262)