A G E N D A

LINCOLNTON CITY COUNCIL

March 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 PUBLIC COMMENT PORTION OF THE AGENDA PLEASE SEE THE CITY CLERK PRIOR TO THE MEETING TO SIGN UP

NON-AGENDA ITEMS WILL BE DISCUSSED AND SPEAKERS WILL BE LIMITED TO THREE (3) MINUTES

A COPY OF THE RULES FOR PUBLIC COMMENT ARE AVAILABLE AT THE CITY CLERK'S DESK

THANK YOU FOR ATTENDING OUR MEETING AND FOR YOUR INTEREST IN THE CITY OF LINCOLNTON

A G E N D A

LINCOLNTON CITY COUNCIL

March 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 the minutes of the regular meeting held February 7, 2019**

4. **<u>Calls to Public Hearing for the April 4th City Council meeting</u>:**
   CUP-1-2019 – Application from Seven Eagles Building Group, LLC requesting the renewal of a conditional use permit to construct a 33-unit condominium complex on 5.25 acres in the CU-RMF district. The subject property is located on Lincoln Country Club property approximately 650 feet north of Country Club Road and approximately 450 feet east of Lithia Inn Road north of the driving range facility (Parcel ID 86678)

<u>REGULAR AGENDA:</u>

<u>RESOLUTIONS</u>

(R-07-19)

5. **Recognition of Lorie Messer, Accounting Technician, Finance Department on thirty years of service and her upcoming retirement on April 1, 2019**

Mayor Hatley

(R-08-19)

6. **Resolution Repealing House Bill 64 Returning Municipal Elections to Odd Number Years in Lincolnton**

Mayor Pro-Tem Marty Eaddy

RESOLUTIONS

(R-09-19)

7. Resolution in Support of the Current ABC Control System for the Sale of Liquor

Mayor Hatley

(R-10-18)

8. Resolution of Intent to apply for a grant through NCLM that would require a City matching funds in the amount of $ 1875.00

Ryan Heavner, Fire Chief

APPOINTMENT

(APPT-01-19)

9. Consideration of applications for appointment to the Lincolnton Housing Authority (*to fill the unexpired term of Mary Frances White)* - One appointment available - Two applicants

Mayor Hatley

CONTRACTS

(C-05-19)

10. Consideration of Recycling Contract between the City and Republic Services (per ton basis) – three (3) year contract

Richard Haynes, Assistant City Manager

(C-06-19)

11. Consideration of approval of contract for Phase II renovations to Betty Ross Park between the City and Carolina Metal Building – up to $ 350,000 (*Bid Opening held 02-28-2019*)

Nathan Eurey, Recreation Director

OTHER BUSINESS

12. Approval of revisions to various policies and procedures for Parks & Recreation Department

Nathan Eurey, Recreation Director

13. Monthly Financial Report/Overtime Report

Steve Zickefoose, City Manager

PUBLIC COMMENT

Speakers will be limited to three (3) minutes to address Mayor and City Council concerning Non-Agenda items.
You must sign in with the City Clerk to be eligible to speak

CLOSED SESSION

In accordance with NCGS 143-318.11(a)(1)(5)
To discuss Property Acquisition

NEWS MEDIA

ADJOURNMENT

ITEM

1

APPROVAL

OF

REGULAR

AGENDA

ITEM

2

APPROVAL

OF

CONSENT

AGENDA

ITEM

3

REGULAR MEETING - FEBRUARY 7, 2019

The Mayor and City Council met in regular session on Thursday, February 7th at 7:00 pm in the Council Chambers of Lincolnton City Hall located at 114 West Sycamore Street, Lincolnton, NC.

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

Council members in attendance were:

WHITE WATSON EADDY JETTON

Councilman Jetton made the motion unanimously approved the ***REGULAR AGENDA***.

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

- Approved January 3, 2019 Regular Meeting Minutes
- Approved a Resolution (R-06-19) amending the City's List of Budgeted Positions and Classifications;
  Public Works Department:
- 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

REGULAR AGENDA:

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-1-2019

Mayor Hatley opened the Public Hearing. Laura Elam, Planning Director reviewed the request. Laura said the applicant is requesting the rezoning of 0.83 acres from the Office Institutional (O-I) district to the Rural Residential (R-25) district. She said the 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 hospital, Carolina Medical Center-Lincoln, and other medical uses are located along Medical Center Drive.

Laura said the originally adopted 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. She said staff views the request as a straight rezoning, not a quasi-judicial issue, and she feels it is 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.

She concluded recommending on behalf of the Planning Board and Staff that the statement of consistency and reasonableness be approved; the property be rezoned from O-I to R-25; and the land use plan be amended to show the property in the Residential Suburban Planning Area.

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

Councilman Eaddy made the motion unanimously approved the statement of consistency and reasonableness.

Councilman Eaddy made the motion unanimously approved the rezoning.

Councilwoman White made the motion unanimously approved to amend the Land Use Plan as recommended.

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):

ZMA-2-2019

Mayor Hatley opened the Public Hearing. Laura Elam, Planning Director, reviewed the request. Laura said the applicant is requesting the rezoning of 0.73 acres of property from Office Institutional (O-I) to Rural Residential (R-25). The subject property and properties to the northeast are zoned O-I. The property included in this application 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.

Laura said the Land Use Plan designates the subject property as an Institutional / Office 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. The Land Use Plan designates the subject property as 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.

She concluded recommending on behalf of the Planning Board and Staff that the statement of consistency and reasonableness be approved; the property be rezoned from O-I to R-25; and the land use plan be amended to show the property in the Residential Suburban Planning Area.

Councilwoman White made the motion unanimously approved to close the Public Hearing.

Councilman Eaddy made the motion unanimously approved the statement of consistency and reasonableness.

Councilman Jetton made the motion unanimously approved the rezoning.

Councilwoman White made the motion unanimously approved to amend the Land Use Plan as recommended.

PRESENTATION TO LINCOLNTON POLICE OFFICER MAMADOU DIALLO OF HIS INTERMEDIATE LAW ENFORCEMENT CERTIFICATE:

Mayor Hatley recognized Police Chief Rodney Jordan, and called him forward to formally present LPD Officer Mamadou Diallo with a framed copy of his Intermediate Law Enforcement Certificate. The Intermediate Certificate is the second highest award issued by the North Carolina Training and Standards Commission. Chief Jordan said Officer Diallo logged hundreds of hours of training and worked several years to earn this certification and he along with City Council thanked Officer Diallo for his time and his service to the City and its citizens.

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 :

(R-04-19)

Assistant Fire Chief Brent Smith requested Council consider adopting the following resolution;

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 gone 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 a minimum staffing requirements for the City of Lincolnton Fire Department will be seven 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.

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

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)*:

(R-05-19)

Assistant Fire Chief Brent Smith requested Council consider adopting the following resolution of intent:

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.

Councilman Watson made the motion unanimously approved the resolution of intent that would provide matching funds if the grant application is successful and the City is awarded funding.

APPROVAL OF CONTRACT FOR THE 2019 LINCOLNTON FOOD, WINE & BREW FESTIVAL – MAY 4, 2019

(C-02-19)

Betty Flohr, DDA Board Member, requested that Council consider approving the above said contract for said event. By approving this contract the City Council agreed, subject to provisions and conditions within in the contract, 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 locations and to supervise and monitor the consumption of said alcoholic beverages at and during the Lincolnton Food, Wine & Brew Fest event in downtown on May 4th, 2019.

Councilman Eaddy made the motion unanimously approved the contract as presented.

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:

(C-03-19)

Betty Flohr, DDA Board Member, requested that Council consider approving the above said contract for said event. By approving this contract the City Council agreed, subject to provisions and conditions within in the contract, 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 locations and to supervise and monitor the consumption of said alcoholic beverages at the following Alive After Five Concert dates for 2019: Thursday, May 30th – Thursday, June 27th – Thursday, July 25th – Thursday, August 29th and Thursday, September 12th.

Councilman Watson asked Mrs. Flohr which group determines the bands. Mrs. Flohr said that the DDA Workgroup and the executive committee selects and they welcome community referrals. Mr. Watson asked if they have found anyone to replace the Fantastic Shakers for their show date. She said they have not.

Councilwoman White made the motion unanimously approved the contract as presented.

APPROVAL OF CONTRACT BETWEEN THE CITY AND TYLER TECHNOLOGIES FOR UTILITY BILLING SOFTWARE UPGRADES – ONETIME COST OF $ 106,050:

(C-04-19)

Steve Zickefoose, City Manager, requested that Council approve a contract between the City and Tyler Technologies for Utility Billing Software at a cost of $ 106,050.

He told Council, "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."

He said, "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."

He concluded saying, "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, therefore I recommend Council consider approving the contract as presented so we can move forward with this project."

PROPOSED BUDGET AMENDMENT TO ADJUST POWELL BILL FUNDS FOR REPAIRS TO EDWARDS STREET; MOVE POLICE BUILDING COSTS FROM GENERAL FUND TO ELECTRIC FUND:

(B-01-19)

Steve Zickefoose, City Manager, requested Council approve a budget amendment adjusting the above said funds. The General Fund will see a decrease of $ 541,000. ($300,000 are loan proceeds and $ 241,000 is an appropriation from Fund Balance) The Powell Bill Fund increases expenditures of $ 75,000. The Electric Fund Capital, expenditures increases $ 541,000, moving the cost of the Police Building.

Councilman Jetton made the motion unanimously approved the amendment as recommended by the City Manager

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, told Council that based on City ordinance he was to consider request and issue license for operation of a billiard hall, inside the City limits. Mr. William Warford has made a request to operate a billiard hall at the above stated address. The business name is Billiard and Pool @ Bill's Place LLC. Chief Jordan said a total of 14 tables is being proposed with league play almost nightly. He said the business would be open to the general public as well as the league. Chief Jordan recommended approval by City Council for him to issue Mr. Warford the license.

Councilman Jetton made the motion unanimously approved the request as recommended by the Chief of Police.

CONSIDERATION OF CHANGES TO CITY'S RECYCLING PROGRAM:

Ritchie Haynes, Assistant City Manager, reviewed recycling proposal options for the City. He thoroughly revised a worksheet with the recycling options that was presented to Council at their August 2018 City Council meeting. He said, 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.

He said, "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."

He noted 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."

He concluded saying, "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."

This item generated some discussion among Council. After discussion, Councilman Eaddy made the motion unanimously approved to moving forward with utilizing Republic, bringing a contract back once drafted, restarting recycling the first Friday in June, if we can meet that timeline.

City Council thanked Ritchie for his countless hours of work on this project. "We appreciate all the work you have put into this project."

CONSIDERATION OF POTENTIAL COMMITTEE TO REPRESENT YOUNG ADULTS:

Councilman Jim Watson said, as a discussion item ask Council to entertain the idea of reaching out to the millennial age "young adults" to seek interest to form a committee or advisory group. He said "As I travel around I see it a lot of municipalities have taken this approach to form a committee of millennial "young adults" ranging 22 to 37 years of age. These are our residents who are buying homes later in life, getting married later in life, do their banking online and they are our future, I think we should reach out to input on their idea of what is a livable City. He suggested letting Steve or his staff consider how to create this committee, to get their feedback to make sure we have our finger on the pulse and hear their concerns or issues, or ideas or suggestions." He said, "The more we can get citizens engaged, I think the better. Perhaps we could have membership from each of our four wards. It is just an idea, I do not want to try and micro manage.

Council was very receptive to this idea and thanked Dr. Watson for bringing it up for discussion. They hoped to discuss this item further possibly at the upcoming retreat.

MONTHLY FINANCIAL/ OVERTIME REPORT:

Steve Zickefoose, City Manager

February 2019 Council Meeting

Executive Summary

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)

PUBLIC COMMENT:
No one spoke under the Public Comment portion of the meeting.

CLOSED SESSION
Councilman Eaddy made the motion unanimously approved to enter into Closed Session in accordance with NCGS 143-318.11 (a)(1)(5) to discuss property acquisition.

Councilman Watson made the motion unanimously approved to return to regular session.

NEWS MEDIA:
There were no questions from the News Media.

ADJOURNMENT:
Councilwoman White made the motion unanimously approved to ADJOURN the meeting.

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

ITEM

4

Donna Flowers

From: Laura Elam
Sent: Tuesday, February 26, 2019 9:52 AM
To: Donna Flowers; Daphne Ingram
Cc: Brett Hicks; Jean Q. Derby
Subject: Items from Planning Department for March 2019 City Council agenda
Attachments: morp 022019.docx

Hey Donna and Daphne:

The Planning Department has the following item for the March City Council meeting:

Call to Hearing:

CUP-1-2019- Application from Seven Eagles Building Group, LLC requesting the renewal of a conditional use permit to construct a 33-unit condominium complex on 5.25 acres in the CU-RMF district. The subject property is located on Lincoln Country Club property approximately 650 feet north of Country Club Road and approximately 450 feet east of Lithia Inn Road north of the driving range facility (Parcel ID 86678).
Also attached is the monthly report.

Also attached is the February monthly report.

Thank you,

Laura

ITEM

5

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..

R E S O L U T I O N
of Appreciation for
(R-07-19)

LORIE M. MESSER

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, Lorie M. Messer began her employment with the City in December of 1988 and has served as an integral part of the Finance Department and as the City's Accounting Technician to date; and

WHEREAS, Lorie M. Messer, for thirty plus years, on a daily basis has ensured that all vendor payments for City purchases were processed and distributed in a timely manner and assisted Utility Billing with preparing bank deposits. She participated in several major system upgrades and was instrumental in the creation of multiple excel spreadsheets utilized for various functions within the Finance Department and also for the maintenance of records of Hollybrook Cemetery; and

WHEREAS, Lorie M. Messer has been a part of the team, who has worked towards the City being a recipient of the Certificate of Achievement for Excellence in Financial reporting, which is the highest form of recognition in governmental accounting and financial reporting; and

NOW THEREFORE BE IT RESOLVED, that the governing body of the City of Lincolnton wishes to officially commend Lorie M. Messer for her valuable and outstanding service rendered to the City, and that appreciation and honor be shown to her on her upcoming retirement April 1, 2019. May congratulations and best wishes be extended as she begins the next chapter in her life.

Adopted and presented this the 7th day of March 2019.

DONNA C. FLOWERS, MMC
CITY CLERK

ED HATLEY
MAYOR

ITEM

6

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

REPEALING HOUSE BILL 64
RETURNING MUNICIPAL ELECTIONS TO ODD NUMBERED YEARS

(R-08-19)

WHEREAS, House Bill 54 was introduced in the North Carolina General Assembly to move all municipal elections to even numbered years with other county and state elections; and

WHEREAS, House Bill 64 was introduced to provide an orderly transition for the Lincolnton City Council in response to House Bill 54; and

WHEREAS, House Bill 54 was not approved but House Bill 64 was approved resulting in the City of Lincolnton municipal elections being one of a few city elections to be held in the state of North Carolina on even years; and

WHEREAS, Municipal Elections in the City of Lincolnton historically have been held every two years in odd-numbered years, with National and State Elections held in even years, in order to separate national elections from local government elections; and

WHEREAS, the separation of National and State Elections from Municipal Elections allow citizens to focus on the issues and candidates that are of singular importance to their individual neighborhoods and communities.

WHEREAS, the Lincoln County Board of Elections demonstrated a minimum capacity to manage combined elections through the difficulty had by voters and workers at specific polling places, determining which ballots were appropriate for which individuals; and

NOW THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of Lincolnton seek repeal to House Bill 64 returning Municipal Elections to odd number years due to the following reasons:

1. Elections in odd numbered years allows people to be informed regarding local issues and municipal candidates who can best serve their communities;
2. Citizens should retain local control of their municipalities and Municipal Elections without the interference of National and State influences;
3. Lincolnton's last municipal elections were driven by national issues and candidates opportunities to discuss local issues were minimized at local forums, media coverage, and at polling places.
4. The Lincoln County Board of Elections has maintained staffing levels to accommodate elections under the previous model, holding elections every two years.

BE IT FURTHER RESOLVED, that the following transition plan which is logical, understandable and reflects the most recent election results in Lincolnton be implemented: Wards 2 and 4 elections would be held in 2021, Wards 1 and 3 elections would be held in 2023, along with the Mayoral election, all serving four year staggered terms.

Adopted this 7th day of March, 2019.

ATTEST:

ED HATLEY
MAYOR

DONNA C FLOWERS MMC, NCCMC
CITY CLERK

ITEM

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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
IN SUPPORT OF THE CURRENT ABC CONTROL SYSTEM FOR THE SALE OF LIQUOR
(R-09-19)

WHEREAS, the citizens of the Lincolnton voted to permit the sale of liquor through the establishment of an ABC Board, which is a part of the North Carolina's control system for the sale of spirituous liquors; and

WHEREAS, North Carolina is a "control" state and private retail liquor stores are prohibited; and

WHEREAS, the General Assembly's nonpartisan Program Evaluation Division (PED) was directed to examine whether other systems for alcohol beverage control, including privatized systems, are appropriate for North Carolina, specially to include the State of Washington, which recently changed its beverage control system from state government control of wholesale and retail control of spirituous liquor to a licensure model; and

WHEREAS, The PED Report, "Changing How North Carolina Controls Liquor Sales Has Operational, Regulatory, and Financial Ramifications", released on February 11, 2019, (1) did not recommend privatization, (2) found that among the southeastern states, NC collects the most revenue per gallon, has the lowest outlet density and has the second lowest per capita consumption; and (3) the PED expects retail liquor consumption to increase by 20% with privatization; and

WHEREAS, for fiscal year ending 20187, local ABC boards distributed $430,635,861: County-City Distributions $80 million; State General Fund $323 million; Local Alcohol Education/Treatment $13 million; Local Law Enforcement $8.8 million; Rehabilitation Services $5 million; Operation of ABC Commission/Warehouse $17.7 million; and

WHEREAS, North Carolina is unique as it allows communities to vote to establish local ABC boards for the sale of liquor in their communities, with liquor profits distributed back to those communities, thereby reducing the need to increase local property taxes; and

WHEREAS, the citizens of the City of Lincolnton, in voting to permit the operation of ABC stores, did not vote to allow spirits to be sold in private retail liquor stores and did not vote to allow spirits to be sold retail outlets where beer and wine are sold; and

WHEREAS, No State funds are spent to distribute or sell liquor as the state and local operation of the ABC system is receipt supported; and

WHEREAS, Of the 50 states, North Carolina ranks 44th lowest in consumption per capita and 7th highest in revenue per capita and NC's ABC system accomplishes both revenue and public health, welfare and safety objectives; and

WHEREAS, when Washington State privatized its liquor system the number of retail outlets increased from 328 to over 1400, hours of sale/week increased from 73 to 140 hours, and Washington State received only $30.75 million from auctioning off the rights to apply for retail spirits permits at 167 stores; and

WHEREAS, privatization will result in a marked increase in the number of outlets, longer hours of sale, greater advertising and more promotion and significantly more consumption; and the 9,000 outlets in NC that sell beer/wine off-premises could be permitted to sell liquor in a privatized system; and

WHEREAS, local control over the sale of liquor is an important function and provides local revenue from ABC stores operations to the City of Lincolnton; and

NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of Lincolnton, along with the Lincolnton ABC Board desires to retain North Carolina's current control system for the sale of liquor and believes that privatization of liquor will lead to many adverse effects.

DONNA C. FLOWERS, MMC
CITY CLERK

ED HATLEY
MAYOR

ITEM

8

From: Brent H. Smith
Sent: Tuesday, February 12, 2019 9:06 AM
To: Donna Flowers
Cc: Ryan Heavner
Subject: NCLM RMS Saefty Grant

Mrs. Flowers,

We have been working with Debbie Roger Lowery our safety consultant about applying for a grant through the NC League of Municipalities. This grant deadline is March 31st and this grant is a 50/50 matching grant. We are wanting to buy NFPA 1971 particulate hoods for our members to help protect them from harmful carcinogens that have been proven to cause cancer. Our contribution will be $1,895.00 if awarded the NCLM Safety Grant. We still have $2000.00 in our grant line item that has not been allocated for any other purposes. I have attached the link to the application process along with our narrative which will explain the reasoning behind the particulate hoods. We need this request to be added to the March 7th council meeting for approval. Thank you for your time and we look forward to hearing from you soon.

LFD narrative:

The Lincolnton Fire Department is seeking the opportunity to apply for new NFPA 1971 particulate hoods. The hoods we currently possess are still compliant but do not have the particulate blocking capabilities to funnel out harmful contaminants that we encounter during structure fires. We have our employees wash their gear and hoods after each fire, but this doesn't help protect against the exposure during a fire. Each time they sweat during the fire it opens up their pores and carcinogens can enter the body. A firefighter's most vulnerable part is the head and neck. These parts of the body have the least amount of protection and this is where the new particulate hoods would help protect those areas. The fire service is making a big push to be cancer free and this would allow us to do our part.

https://www.nclm.org/insurance/grants

Truly,

Brent H. Smith

Brent H. Smith
Lincolnton Fire Department
Assistant Fire Chief
704-736-8920 (Work)
bsmith@lincolntonnc.org

CITY OF LINCOLNTON

CITY COUNCIL
Ed L. Hatley, Mayor
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donnaflowers@ci.lincolnton.nc.us
CITY ATTORNEY
Thomas J. Wilson, Jr..

RESOLUTION OF INTENT
TO PROVIDE MATCHING FUNDS
FOR A POTENTIAL GRANT FROM NORTH CAROLINA LEAGUE OF MUNICIPALITIES
(R-10-19)

WHEREAS, the Lincolnton Fire Department has researched various opportunities that may provide financial assistance towards the purchase of equipment and services; and

WHEREAS, the Mayor and City Council, by this resolution, approve submittal of a grant application that would require $ 1875.00 matching funds if received, that could potentially reduce worker's compensation, property/casualty, or liability insurance claims through the North Carolina League of Municipalities Pool Safety Grant Program;

NOW, THERFORE BE IT RESOLVED by the Mayor and City Council, that should the grant be approved and funding secured, the City would provide matching funds as stated above for said grant.

Adopted this the 7th day of March 2019.

Attest:

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

ITEM

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CITY OF LINCOLNTON

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

CITY OF LINCOLNTON
NOTIFICATION OF OPENING FOR BOARDS, COMMITTEES, AND COMMISSIONS

The City of Lincolnton is now accepting applications for a vacancy on the Lincolnton Housing Authority. There is one vacancy available to this board and you must reside inside the City limits of Lincolnton to be eligible to serve.

Applications are available online at www.ci.lincolnton.nc.us or at the City Clerk's Office, located on the second floor of City Hall. Application deadline is 5:00 p.m., Wednesday, February 19th at 5:00 pm.

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

Advertise 2t: Friday, February 8th, 2019
Wednesday, February 13th, 2019

RECEIVED

JAN 22 2019

HUMAN RESOURCES

Application for Boards/Commissions/Committees
Lincolnton City Council

Please complete each section

Full Name Debra H. Ransom Date of Birth 8-15-1953

Home Address 809 E. McBee Street

Home Phone 704-732-6170

Current Employer Lincoln County DSS

Job Title _____ Years in current position 6

Business Phone 704-732-0738 Fax _____

E-Mail Address _____

Duties _____

Other employment history _____

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

Council Ward No. 1

Male _____ Female ✓

White _____ Black ✓ Native American _____ Asian _____ Other _____

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

Lincolnton Housing Authority

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

_____

Why are you interested in serving on this Board/Commission/Committee? Serving on the board affords me the opportunity to serve others and hopefully make a positive difference for our community.

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

Work with clientk that is similar to Housing. Live adjacent to Housing Office

Affirmation of Eligibility:

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

Yes_____ No ✓ If yes, please explain disposition _____

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

Yes_____ No ✓

If yes, please explain

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

Signature Debra H. Ransom Date 1-14-2019

Form is invalid if not signed and dated

Return completed form to:

Donna C. Flowers
City Clerk's Office
P.O. Box 617
Lincolnton, North Carolina 28092
Phone: (704) 736-8980 Fax: (704) 736-8995 Email: donnaflowers@ci.lincolnton.nc.us

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

Donna Flowers

From: Tanya Osborne
Sent: Friday, February 08, 2019 11:41 AM
To: Donna Flowers; Daphne Ingram
Cc: Patti Lofland
Subject: FW: Online Form Submittal: City of Lincolnton - Application for Employment

For your info. Below is an application we received for a Housing Authority Board Vacancy.

Tanya Osborne
Human Resources
704-736-8980

Lincolnton NC
Near the City, Near the Mountains, Near Perfect

From: noreply@civicplus.com [mailto:noreply@civicplus.com]
Sent: Friday, February 08, 2019 11:34 AM
To: Tanya Osborne; Patti Lofland; Tiffany F. Hall
Subject: Online Form Submittal: City of Lincolnton - Application for Employment

City of Lincolnton - Application for Employment

Step 1

CITY OF LINCOLNTON APPLICATION FOR EMPLOYMENT

Qualified applicants are considered for positions without regard to race, color, religion, sex, national origin, age, marital status, or disability.

Date	February 8 2019
Position Applied For	Board Vacancy
Department	Housing Authority
First Name	Dustin
Last Name	Richardson
Address1	115 Wendover Drive

Address2	*Field not completed.*
City	Lincolnton
State	NC
Zip	28092
Phone	704 675 0239

Please be sure that you complete all sections of this application completely and accurately to the best of your ability. Please attach copies of required certifications for the position you are applying for.

Step 2

Please indicate how you found out about this vacant position.	Advertisement
Briefly explain your reasons for applying for this position	I have a construction back ground and feel I would be a great asset to this board. This organization is very important to the citizens of Lincolnton and I would like to be an instrument to help. Please consider my application. I am not on any boards right now but hoping this can be the first of many.
Have you previously applied for work with the City of Lincolnton?	No
Are you related by blood or marriage to any person(s) now employed by the City of Lincolnton?	No
If yes, give name(s), relationship, and department in which currently working.	*Field not completed.*
Are you prevented from lawfully becoming employed in this country because of Visa or Immigration Status? Proof of citizenship or immigration status will be required upon employment.	No

I certify that if I am a male between the ages of 18 and 26, I am aware of and in compliance with all applicable registration requirements of the Military Selective Service Act.

Do you possess a valid driver's license?	Yes
Do you possess a CDL?	*Field not completed.*
If yes, please list endorsement	*Field not completed.*
Was your license ever suspended or revoked?	No
When?	*Field not completed.*

Step 3

Educational Background

Did you graduate high school?	yes
High School Location	West Lincoln
Did you graduate College?	yes
College Location and Major	Gaston College
Graduate level education?	Associates
College Location and Area of Study	Criminal Justice
Other	*Field not completed.*
Describe any certification, licenses, specialized training, or skills, giving dates of issuance and source issuance.	*Field not completed.*

Employment Data

In the space below, give your employment history beginning with your present or most recent employer and list all positions held, including military, part-time, summer, and significant volunteer work. Details on any period of unemployment must be included. If additional space is needed, please use a sheet of paper. All additional sheets of paper containing job history must be signed and dated by the

applicant.

May we contact your present employer?	Yes
Employer	Lincoln Cultural Center
Address	403 East Main Street
Phone	704 732 9055
Job Title	Operations Manager
Supervisor's Name	Cathy Davis
Do you supervise anyone?	*Field not completed.*
Date Employed	8/2011
Starting Salary	*Field not completed.*
Ending Salary	*Field not completed.*
Reason for leaving	*Field not completed.*
Date Separated	*Field not completed.*
Duties	manage the building on a daily basis. Book and over see events.
Full Time	*Field not completed.*
Part Time	*Field not completed.*

Step 4

Employer	*Field not completed.*
Address	*Field not completed.*
Phone	*Field not completed.*
Job Title	*Field not completed.*
Supervisor's Name	*Field not completed.*
Did you supervise anyone?	*Field not completed.*
Date Employed	*Field not completed.*

Starting Salary	*Field not completed.*
Ending Salary	*Field not completed.*
Reason for Leaving	*Field not completed.*
Date Separated	*Field not completed.*
Duties	*Field not completed.*
Full Time	*Field not completed.*
Part Time	*Field not completed.*
Employer	*Field not completed.*
Address	*Field not completed.*
Phone	*Field not completed.*
Job Title	*Field not completed.*
Supervisor's Name	*Field not completed.*
Do you supervise anyone?	*Field not completed.*
Date Employed	*Field not completed.*
Starting Salary	*Field not completed.*
Ending Salary	*Field not completed.*
Reason for leaving	*Field not completed.*
Date Separated (Month/Year)	*Field not completed.*
Duties	*Field not completed.*
Full Time:	*Field not completed.*
Part Time	*Field not completed.*

Step 5

Specialized Skills	Personal Computer
Software Programs	*Field not completed.*
State any additional information you feel may	*Field not completed.*

be helpful to us in considering your application.

References

Please list 3 persons who are not related to you and have a definite knowledge of your work. Do not repeat the names of supervisors listed in the employment data section of this application.

First Name	Cathy
Last Name	Davis
Address	5461 Reepsville Road
Phone	7047408313
First Name	Christine
Last Name	Poinsette
Address	125 Woodvale Circle
Phone	704 742 1841
First Name	Joanna
Last Name	Underwood
Address	816 N. Laurel Street
Phone	704 735 1991

Step 6

Please Read Carefully Before Signing

Applicant Certification

I hereby certify that each and every statement made on this form is true and complete. I authorize the City of Lincolnton to conduct whatever investigation it deems necessary to confirm the answers submitted on this application. I understand that any misstatement or omission of information will subject me to disqualification or dismissal.

I authorize and understand a thorough background check, including a criminal record check, driving record check, and/or credit check will be conducted depending upon the position applied for. Upon a contingent job offer being extended, I understand I will be required to participate in a drug test prior to employment.

I also authorize any of my former employers to furnish the City of Lincolnton with their record of my services, my reason for leaving their employ, and any other information they may have concerning me. I hereby release any of my former

employers and the City of Lincolnton from all liability for any damages from the release of said records.

I understand and agree that my employment with the City of Lincolnton is on an "at-will" basis and is for no definite period and may, regardless of the date or method of payment of wages or salary, be terminated at any time with or without cause. No department director, supervisor or other person, irrespective of title or position, has authority to alter the "at-will" status of any employment or to enter into any employment contract for a definite period of time with anyone. Any exception to this policy of "at-will" employment must be expressly authorized in writing, approved by the Council, and executed by the officers designated by the Council.

This application is not an offer of employment, nor should it lead to an expectation of employment.

Signature in Full	Dustin Garrett Richardson
Date	2/8/2019
Printed Name	Dustin Garrett Richardson

(Section Break)

Step 7

APPLICANT DATA RECORD

Applicants are considered for all positions without regard to race, color, religion, creed, gender, national origin, age, disability, marital or veteran status, or any other legally protected status. This data is for statistical purposes only. Submission of this information is voluntary.

Position(s) applied for	Housing authority Board
Date	2/8/2019
How Did You Learn About Us?	Advertisement
First Name	DUSTIN
Last Name	RICHARDSON
Address1	115 WENDOVER DR
City	LINCOLNTON
State	NC
Zip	28092
Current Job	Lincoln Cultural Center

Check One	Male
Ethnic Origin	White
Are you a military veteran?	No
Birthdate	10/09/1975
Please Upload Your Resume	*Field not completed.*
Other Supporting Documents	*Field not completed.*
Other Supporting Documents	*Field not completed.*

Email not displaying correctly? View it in your browser.

ITEM

10

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

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

SUBJECT: Contract with Republic Services

DATE: February 28, 2019

I have attached the proposed contract with Republic Services.

After talking with our representative, we calculated that if we base tonnage on our 215 ton estimate, we would save over $5,000 per year if we eliminated glass out of our recycling waste stream. Based on the new numbers, I would suggest removing glass from our approved list until there is a market for it. Also, our citizens would still have the option to take their glass to the Lincoln County convenience sites.

As always, please see me if you have any questions or concerns.

REPUBLIC SERVICES

2875 Lowery Street, Winston-Salem, NC 27101
o 336-251-3569 f 336-724-7018 republicservices.com

February 22, 2019

Town of Lincolnton
Ritchie Haynes, Asst. Town Manager
PO Box 615
Lincolnton, NC 28093

Dear Ritchie,

Thank you for your recent inquiry into recycling services for the residents of Lincolnton. Republic Services is proud to be an industry leader of recycling and solid waste collection ensuring we have simple to use, environmentally responsible options for the communities we service. Republic Services is pleased to offer the following proposal for Recyclable processing:

Recyclable Processing

- Republic Services will provide processing of single stream recyclables delivered in Lincolnton collection vehicles to the Republic Services - Conover Material Recycling Facility.
- Recycling will be commingled. See attached acceptable items.
- **Processing fee to be $125.00 per ton.** See attached Draft Agreement.
- **A 35% credit of the material value will be credited against the Processing fee**
- **If Commodity Value exceeds $125 per ton, a rebate of 50% of the value above $125 will be credited to Lincolnton.**
- Quote for service is valid for 90 days
- Based upon a 36 or greater month exclusive material processing agreement. Annual price adjustment based on CPI – Water, Sewer and Trash index, average trailing 12 month, Jan- Dec. Contingent upon mutually agreeable terms and conditions.
- We'll Handle it From Here.

If you have any question or would like to discuss further, please do not hesitate to contact me.

Tony Krasienko
Municipal Sales Manager
e akrasienko@republicservices.com
c 336-251-3569

RECYCLING PROCESSING SERVICES AGREEMENT

This Recycling Processing Services Agreement (the "**Agreement**") is made and entered into this ____day of March 2019 ("**Effective Date**"), by and between the Town of Lincolnton, North Carolina ("**Supplier**"), and Republic Services of North Carolina, LLC, a Delaware Limited Liability Corporation qualified to do and actually doing business in the State of North Carolina ("**Company**").

RECITALS

WHEREAS, Supplier desires that Company provide Services as defined herein as set forth in this Agreement and Company desires to do so, all in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. Definitions.

1.1 **"Average Market Value or AMV"** means, based on the Facility Commodity Mix, the current month market values set by the commodity market indices for each Recyclable commodity sold by the Facility. The AMV shall be calculated as the sum of (i) the applicable domestic regional average commodity prices for applicable fiber grades included in PPI Pulp & Paper Week (also known as RISI Index www.risiinfo.com), (ii) the applicable domestic regional average commodity prices for applicable metal and plastic grades in www.SecondaryMaterialsPricing.com, and (iii) actual monthly prices for glass and residue; minus any direct costs of Company related to storage, transportation, disposal or marketing of Recyclables. If the indices identified above change or are no longer utilized in the market, the parties will negotiate in good faith to identify mutually acceptable indices or, if the parties cannot reach agreement, Company will default to industry standards.

1.2 **"Clean OCC"** means clean (95% and greater) cardboard (loose or baled) which is Source Separated from all other recyclables and or residue.

1.3 **"Commercial Single Stream"** means loads collected from a commercial, industrial and institutional Customer, or commercial Customer route, comprised of a minimum 50% OCC, and the remainder being containers and fiber included on the Materials Acceptance Protocol attached hereto as **Schedule A**. It does not include excluded materials described in the Materials Acceptance Protocol.

1.4 **"CPI"** – means the Consumer Price Index – All Urban Consumers, Water, Sewer and Trash Collection, as reported by the Department of Labor.

1.5 **"Customer"** or **"Customers"** means all residential, commercial, industrial and institutional recycling customers for whom Supplier collects Recyclables within the Town of Lincolnton, North Carolina.

1.6 **"Facility"** means the Recycling Center located at 130 Somerset Drive, Conover, North Carolina 28613(the "**Facility**").

1.7 "**Facility Commodity Mix**" means the relative mix of commodities, established pursuant to either (i) a minimum rolling 3-month Facility average composition (subject to adjustment as necessary by Company where actual deliveries of pre-sorted Recyclables or the lack of shipment of any products

such as glass or ONP would materially distort the AMV) or (ii) a composition audit or an average of audits over a 12 month period (if any), to determine the aggregate per ton value for each recyclable stream.

1.8 **"Facility Commodity Revenue or FCR"** means, based on the Facility Commodity Mix, the current month Net Revenue for each Recyclable commodity (including without limitation glass and residue, whether positive or negative) sold by the Facility.

1.9 **"Net Revenue" –** means gross revenue (or loss) earned minus any direct costs of Company related to storage, transportation, disposal or marketing of Recyclables.

1.10 **"Processing Rate"** means the current rate per ton Company charges to process Recyclables.

1.11 **"Recyclables"** means all acceptable materials collected by Supplier listed on **Schedule A** including residential and commercial commingled containers, residential and commercial fiber collected from the Customer in Residential Single Stream, Residential Dual Stream, Commercial Single Stream, and Source Separated formats, including Clean OCC.

1.12 **"Residential Single Stream"** means those recyclable fibers and containers, as defined in the Materials Acceptance Protocol set forth in **Schedule A** attached hereto, are collected in a single collection container or vehicle from each residential Customer for whom Supplier collects Residential Single Stream Recyclables. Residential Single Stream originates exclusively from households and does not include excluded materials described in the Materials Acceptance Protocol.

1.13 "**Residential Dual Stream**" means an inbound stream in which all recyclable fibers, as defined in the Materials Acceptance Protocol set forth in **Schedule A** attached hereto, are separate from all other Recyclable Materials in a single collection container or vehicle from each residential Customer for whom Supplier collects Residential Dual Stream Recyclables. Residential dual stream originates exclusively from households and does not include excluded materials described in the Materials Acceptance Protocol.

1.14 "**Source Separated**" means an acceptable material type listed on **Schedule A** that is not mixed with another acceptable material type on **Schedule A**. By way of example, in the case of Source Separated Acceptable Materials, aluminum would be separated from plastic containers.

1.15 **"Surcharge"** means a fee paid by Supplier to Company for each ton of Recyclables delivered by Supplier to the Facility for extraordinary unforeseen expenses.

2. Services. Company will receive, process, and market all Recyclables delivered to the Facility by the Supplier ("Services"). Company will provide Supplier with a monthly report which shall indicate the date, time, and net weight for each load, a report of the total tons received for that calendar month, and a billing summary.

3. Delivery of Recyclables. Supplier shall deliver or cause to be delivered to the Facility all Recyclables received through or by collections made by Supplier from each Customer. Title to the Recyclables shall pass from Supplier to Company upon acceptance at the Facility except as set forth in Section 2.3(b) below. Supplier represents and warrants to Company that it has the legal right to deliver the Recyclables to Company and for Company to take title thereto.

4. Acceptable Materials.

4.1 Materials Acceptance Protocol. Supplier shall comply with the Materials Acceptance Protocol set forth in Schedule A, and shall deliver only Acceptable Materials to the Facility. Any material that is not "Acceptable Material" is "Unacceptable Material".

4.2 Right to Inspect. Company shall have the right to inspect all inbound loads from the Supplier. Company shall have the right to reject (i) any delivery from the Supplier which contains or appears to contain by volume or weight more than (20%) Unacceptable Material, or which contains or appears to contain any amount of hazardous, toxic, radioactive or similarly dangerous Unacceptable Material (each such rejected load an "**Unacceptable Load**"); or (ii) any large or unsafe Unacceptable Material items such as TV's, air conditioning units, wood (including without limitation lumber, tree branches or shrubbery), or scrap metal ("**Rejectable Materials**"). The entire cost resulting from Supplier's delivery of any Unacceptable Load or Rejectable Materials (including without limitation transportation, re-loading, clean-up, alternate disposal and the like) which at a minimum shall include an Unacceptable Material Fee in the amount of up to $52.00, shall be the sole responsibility of the Supplier, and Supplier shall reimburse Company for any such costs incurred by Company.

4.3 Indemnification for Unacceptable Materials. Supplier shall indemnify, hold Company harmless, and promptly reimburse Company for all damages, losses and expenses, including reasonable attorney's fees and federal, state or local fines and penalties, resulting from the inclusion of any Unacceptable Material in any load delivered by the Supplier to the Facility, regardless of any allegation that Company should have discovered the inclusion of such materials prior to accepting delivery of such load.

5. Hours of Operation. The Facility Hours of Operation are as follows**:**

Monday through Friday:	7 a.m. to 5 p.m.
Saturday:	7 a.m. to 12 p.m.
Holiday Closings:	New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day

Should additional deliveries be required at the Facility at times other than what is listed in this section, arrangements will be made through mutual agreement of the Parties.

6. Tonnage. The Parties expect approximately 20 tons per month of Recyclables to be generated from Supplier. The Parties acknowledge that failure to achieve such approximate amount will not be a breach of this Agreement so long as Supplier is complying with the requirements of Section 4.1

of the Agreement.

7. Scavenging. Supplier will make reasonable efforts to eliminate the scavenging of Recyclables prior to delivery to the Facilities.

8. Hauler's Rules. Supplier will cause its loads to be delivered in conformance with the Facility's operating hours and the delivery routines and standards described in the Hauler's Rules attached hereto as Schedule B.

9. Term. This Agreement begins on the Effective Date and expires three (3) years thereafter, but shall renew for successive three (3)-year periods (the "Term") upon mutual agreement unless either party provides written notice of non-renewal at least sixty (60) days prior to the expiration of the then current Term, or unless otherwise terminated in accordance with the terms of this Agreement.

10. Rates for Services; Rate Adjustments.

10.1 Rates for Services.

(a) Supplier will pay Company a Rate (on a per ton basis) for the Services, calculated as follows:

i. 35 % of Average Market Value (AMV)* – Processing Rate = (Per Ton) Total Processing Charge

*If the Facility Commodity Revenue (FCR) is less than the AMV, the FCR, not the AMV, will be used to calculate the Total Processing Charge.

ii. If the Total Processing Charge is negative, the Supplier will pay Company an amount per ton equal to the negative Total Processing Charge. For example, if the Total Processing Charge equals ($20.00), Supplier will pay Company $20.00 per ton.

iii. If the Total Processing Charge is positive, the Supplier will be entitled to retain fifty percent (50%) of the Total Processing Charge per ton and will pay the remaining 50 % to Company per ton. See Schedule C for sample calculation of the Total Processing Charge.

(b) The Processing Rate for the Services is $125.00.

10.2 Payment. All invoices for Recyclables delivered by Supplier to the Facility shall be due and payable on a strict net thirty (30) days from date of invoice basis. Interest shall accrue on all past due invoices at the rate of one-half percent (0.5%) per month from the date due until the date paid, and the party owing such overdue amounts shall pay any and all costs incurred by the other party for collection of unpaid balances, including without limitation costs of investigation and attorneys' fees.

10.3 Rate Adjustments.

(a) Annual Rate Adjustment. Company shall increase the Processing Rate effective on each anniversary of the Effective Date of this Agreement in an amount equal to the greater of (a) three (3) percent or (ii) the percentage increase in the Consumer Price

Index for All Urban Consumers (Water, Sewer and Trash Collection Services) U.S. City Average, as published by United States Department of Labor, Bureau of Statistics (the "CPI"). For the CPI calculation, rates will be adjusted using the most recently available trailing twelve (12) months average CPI compared to the twelve (12) months preceding.

(b) Change in Law Adjustments. Company may increase the Processing Rate as a result of increases in costs incurred by Company due to (a) changes in local, state, or federal rules, ordinances or regulations; or (b) changes in taxes, fees or other governmental charges (other than income or real property taxes). Any of the foregoing cost adjustments shall be retroactive to the effective date of such increase or change in cost.

11. Termination. If either party breaches any material provision of this Agreement and such breach is not substantially cured within thirty (30) days after receipt of written notice from the non-breaching party specifying such breach in reasonable detail, the non-breaching party may terminate this Agreement by giving thirty (30) days' written notice of termination to the breaching party. However, if the breach cannot be substantially cured within thirty (30) days, the Agreement may not be terminated if a cure is commenced within the cure period and for as long thereafter as a cure is diligently pursued. Upon termination, the Supplier shall pay Company only such charges and fees for the Services performed on or before the termination effective date and Company shall collect its equipment, and Company shall have no further obligation to perform any Services under this Agreement.

12. Compliance with Laws. Company warrants that the Services will be performed in a good, safe and workmanlike manner, and in compliance with all applicable federal, state, provincial and local laws, rules, regulations, and permit conditions relating to the Services, including without limitation any applicable requirements relating to protection of human health, safety, or the environment ("Applicable Law"). In the event any provision of this Agreement conflicts with an existing ordinance of the City, this Agreement shall control and Company shall not be fined, punished, or otherwise sanctioned under such ordinance. Company reserves the right to decline to perform Services, which, in its judgment, it cannot perform in a lawful manner or without risk of harm to human health, safety or the environment.

13. Market Conditions. If market conditions develop that limit or inhibit Company from selling some or all of the Recyclables, Company may (i) suspend or discontinue any or all Services, or (ii) dispose of the Recyclables in a landfill and update the rates accordingly.

14. Title. Title to Acceptable Material shall pass to Company when received by Company. Title to and liability for any Unacceptable Materials shall at no time pass to Company.

15. Risk Allocation. Except as otherwise specifically set forth herein, each party shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property, only to the extent caused by that party's negligence or acts of willful misconduct or those of its employees, contractors, subcontractors, or agents.

16. Insurance. At all times during the term of this Agreement, Supplier shall maintain, and shall require its subcontractors to maintain, workers' compensation insurance and commercial general liability insurance in coverages and amounts satisfactory to Company. Upon request Supplier shall provide Company with evidence reasonably satisfactory to Company that the Supplier is insured against any damage, liability or loss caused by the vehicles which deliver Recyclables to the Facility for the Supplier or by the drivers thereof.

17. Force Majeure.

17.1 "Force Majeure" means shall mean any act, event or condition materially and adversely affecting the ability of a party to perform or comply with any material obligation, duty or agreement required under this Agreement, if such act, event, or condition is beyond the reasonable control of the nonperforming party or its agents relying thereon, is not the result of the willful or negligent action, inaction or fault of the party relying thereon, and the nonperforming party has been unable to avoid or overcome the act, event or condition by the exercise of due diligence, including, without limitation: (i) an act of God, epidemic, landslide, lightning, earthquake, fire, explosion, storm, flood or similar occurrence; (ii) an act of public enemy, war, blockage, insurrection, riot, general unrest or restraint of government and people, civil disturbance or disobedience, sabotage, act of terrorism or similar occurrence; (iii) a strike, work slowdown, or similar industrial or labor action; (iv) an order or judgment (including without limitation a temporary restraining order, temporary injunction, preliminary injunction, permanent injunction, or cease and desist order) or other act of any federal, state, county or local court, administrative agency or governmental office or body which prevents a party's obligations as contemplated by this Agreement; or (v) adoption or change (including a change in interpretation, enforcement or permit requirement) of any international, federal, state or local law or regulation after the Effective Date of this Agreement, preventing performance of or compliance with the obligations hereunder.

17.2 Neither party shall be liable to the other for damages without limitation (including liquidated damages) if such party's performance is delayed or prevented due to an event of Force Majeure. In such event, the affected party shall promptly notify the other of the event of Force Majeure and its likely duration. During the continuation of the Force Majeure Event, the nonperforming party shall (i) exercise commercially reasonable efforts to mitigate or limit damages to the performing party; (ii) exercise commercially reasonable due diligence to overcome the Force Majeure event; (iii) to the extent it is able, continue to perform its obligations under this Agreement; and (iv) cause the suspension of performance to be of no greater scope and no longer duration than the Force Majeure event requires.

17.3 In the event of a delay in either party's performance of its obligation hereunder for more than sixty (60) days due to a Force Majeure, the other party may, at any time thereafter, terminate this Agreement.

17.4 In the event a Force Majeure event materially or adversely affects Company's cost of operation Company may increase the applicable Processing Rate and/or Surcharge under this Agreement to the extent necessary to help offset, directly or indirectly, the increase in such costs.

18. No Guarantees or Liquidated Damages. Unless specifically provided herein, Company provides no guarantees or warranties with respect to the Services. No liquidated damages or penalties may be assessed against Company by Supplier.

19. Miscellaneous. (a) This Agreement represents the entire agreement between the Parties and supersedes all prior agreements, whether written or verbal, that may exist for the same Services. (b) Company shall have no confidentiality obligation with respect to any Recyclable Materials. (c) Neither party shall assign this Agreement in its entirety without the other party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Company may assign this Agreement without the City's consent to its parent company or any of its subsidiaries, to any person or entity that purchases any operations from Company or as a collateral assignment to any lender to Company. This Agreement shall be binding upon and inure solely to the benefit of the Parties and their permitted successors and assigns. (d) Company may provide any of the Services covered by this Agreement through any of its affiliates or subcontractors, provided that Company shall remain

responsible for the performance of all such services and obligations in accordance with this Agreement. (e) No intellectual property rights in any of Company's IP are granted to City under this Agreement. (f) All provisions of the Agreement shall be strictly complied with and conformed to by the Parties, and this Agreement shall not be modified or amended except by written agreement duly executed by the undersigned parties. (g) If any provision of this Agreement is declared invalid or unenforceable, it shall be modified so as to be valid and enforceable but so as most nearly to retain the intent of the Parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. (h) Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. (i) If any litigation is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding. (j) This Agreement shall be interpreted and governed by the laws of the State where the Services are performed. (k) Customer and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

IN WITNESS HEREOF, the parties have entered into this Agreement as of the date first written above.

[INSERT FULL NAME OF THE MUNICIPALITY AND THE NAME OF THE STATE]	[INSERT LEGAL ENTITY AND DBA OF SERVICING DIVISION]
By:	By:
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

SCHEDULE A

Materials Acceptance Protocol

All material should be Empty. Clean. Dry.

Acceptable Material:

Aluminum food and beverage containers

aluminum soda and beer cans, cat food cans, etc.

Glass food and beverage containers

Flint (clear)

Amber (brown)

Emerald (green)

Ferrous Cans

soup, coffee cans, etc.

P.E.T. plastic containers with the symbol #1

no microwave trays

H.D.P.E. natural plastic containers with the symbol #2

milk jugs and water jugs containers only (narrow neck containers)

H.D.P.E. pigmented plastic containers with the symbol #2

detergent, shampoo, bleach bottles without caps (narrow neck containers)

butter and margarine tubs

Polypropylene plastic food and beverage containers symbol #5

yogurt containers

Mixed Paper (54), as defined in the most recent ISRI Scrap Specifications Circular

Sorted Residential Paper and News (56), as defined in the most recent ISRI Scrap Specifications Circular

Kraft Paper Bags

Old Corrugated Containers (OCC)

no wax coated.

Magazines (OMG)

Coated magazines, catalogues and similar printed materials, junk mail, and soft cover books.

Aseptic Cartons

Juice boxes, gable top milk and juice containers, soy milk and soup cartons.

Unacceptable Material:

Yard Waste

Styrofoam

Pizza Boxes, unless free of *any* food or grease residue

Food Contamination

Clothing

Plastic Bags or bagged material (newsprint may be placed in a Kraft bag)

Plastic containers with #3, #4, #6 or #7 on them or no # at all

Mirrors, window or auto glass, light bulbs, ceramics

Oil or antifreeze containers

Coat hangers

Paint cans

Household items (such as toasters, cooking pots or pans, etc.)

Hard cover books

Any other item that is not included as an Acceptable Material

SCHEDULE B

HAULER'S RULES

Insurance: Haulers must have certificate of insurance demonstrating that the company and the Driver are insured to the reasonable satisfaction of ReCommunity against any damage, liability or loss caused by the vehicle.

Scale House:

1. Driver shall approach Scale SLOWLY.
2. Driver shall report to scale house operator and identify origin and material type such as Single Stream Residential Recyclables, Single Stream Commercial Recyclables or OCC.
3. Weigh inbound, weigh outbound and pick up scale ticket.

Tip Floor/Yard Rules:

1. Driver shall maintain safe speeds while traveling within the yard.
2. Follow all posted signs indicating traffic pattern directions.
3. Follow verbal directions issued by the facility's tip floor attendant or loader operator.
4. Queue vehicles only where directed by the Floor Attendant or Scale Operator.
5. Driver shall not allow litter to be discharged from the body or cab.
6. Wait for operator's OK to enter tip floor before dumping.
7. If it is necessary to exit the vehicle only one person, the driver or the helper, is allowed out of the vehicle at a time.
8. The following PPE must be worn whenever exiting the vehicle:
   a. ANSI Class II high visibility vest
   b. Hard Hat
   c. Safety Glasses
9. When observing the off-loading of material drivers or helpers must stay within 6 feet of their vehicle at all times.
10. LOAD REJECTION: Unless otherwise restricted by Customer Contract, Company may reject (A) any partial load with non-Recyclables that could harm employees or damage/shut down processing equipment, or (B) any entire load from Supplier which contains or appears to contain by volume or weight more than eight percent (8%) non-Recyclables, or which contains or appears to contain any amount of hazardous material.
11. If Driver is notified by Company that part or all of the load is rejected, Driver shall provide truck number and sign a statement verifying the events.
12. Drivers cannot discharge any liquids from their drain valves.
13. Unless expressly approved by Company, Drivers cannot clean out the back (behind blade) of their trucks in the yard.
14. Drivers shall not loiter in the yard.
15. Drivers are prohibited from smoking at all times, even when inside the cab of their vehicles.
16. Use only designated restrooms.
17. No cell phone calling or texting while driving.

SCHEDULE C

RATES

$125.00 per ton Processing Rate

Pricing Example[1]

(Example below is based on $125.00 per ton processing rate and 35% share of AMV)

Favorable commodity market example:

AMV of $150.00

Processing Rate: $125.00 per ton

Excess AMV: $150.00- $125.00 = $25.00 per ton

Share: 50% of surplus to Supplier

Share to Supplier: $12.50 (or $25.00 x 50%)

Net Payment to Supplier would be $12.50 per ton.

Unfavorable commodity market example:

AMV of $40.00

Processing Rate: $125.00 per ton

Share: 35% of AMV credit to Supplier

35% AMV: $14.00-$125.00= ($111.00 per ton)

Net Payment by Town would be $111.00 per ton.

[1] This is an example for the first year, where there is no adjustment to the Processing Rate.

ITEM

11

Memo

To:	**Steve Zickefoose, City Manager/Finance Dir.**
From:	**Nathan Eurey, Parks and Recreation Director**
CC:	**Ritchie Haynes, Assistant City Manager**
	Donna Flowers, City Clerk
Date:	**03/05/19**
Re:	**Recommendation for awarding the bid contract for the Betty G. Ross Park Expansion – Phase II Project**

The bid opening for the Betty G. Ross Park Expansion – Phase II Project was held on Thursday, February 28, 2019, at 11:00 a.m. in the City Council Chambers at Lincolnton City Hall. Attached to this memo is a bid tabulation summary of companies who submitted bids for the project. As you will see, the summary sheet list (from least to greatest) each company's name, their base bid amount, an alternate bid for an addendum to the project, the percentage/amount of a performance bond, items not included in the bid, and the total bid amount. The project budget is $325,000. The lowest total bid is $367,580.25.

It is my recommendation that City Council approve Carolina Metal Building, Incorporated as the low bidder up to $325,000 project costs and authorize the negation of project items in order to stay within the $325,000 budget. We believe that there are several areas of opportunity to do this. I would also ask that the City Clerk please place this recommendation on the March agenda for approval.

Respectfully Submitted,

Nathan C. Eurey

City of Lincolnton Parks and Recreation Director

Bid Tabulation Summary

BETTY ROSS PARK EXPANSION PHASE II

Bids Received: February 28, 2019 10:00 AM

Bids Opened: February 28, 2019 11:00 AM

Listed below are the names of all bidders and the amounts of their bids for the Betty Ross Park Expansion Phase II per the Bid Documents pursuant to the Bid Number BRPE PH2 02/07/19. Bids opened in the presence of Steven Zickefoose (City Manager), Richard Haynes (Assistance City Manager), Nathan Eurey (Director of Parks/Recreation) and two representatives from prospective bidding contractors (Sue Fink – Eagle Wood, Inc. and Dana Chapman – Howard Construction Co.).

Bidder	Base Bid Amount	Alternate Bid #1	Performance Bond	Not Included in Bid	Total Bid Amount
Carolina Metal Buildings, Inc.	$312,400.00	$42,750.00	3.5% ($12,430.25)		$367,580.25
Howard Construction Company	$331,697.00	$37,635.00	2.5% ($9,233.30)		$378,565.30
JCA Construction	$361,500.00	$45,000.00	Not Provided*	Concrete, Asphalt*	$406,500.00*
Eagle Wood, Inc.	$413,000.00	$37,662.00	1.0% ($4,506.62)		$455,168.62
Denver Construction Company	$446,537.00	$36,025.00	Included in Bid		$482,562.00

ITEM

12

Draft Copy – 1/24/19

WILLIAM M. LENTZ RECREATION CENTER
Policies and Procedures

The William M. Lentz Center shall be available for certain nonpublic use only at times not designated for program/public use. Reservations can be made through the Lincolnton Parks and Recreation Office. The office can be reached at (704) 735-2671 between 9:00 a.m. – 5:00 p.m., Monday through Friday. The Center shall be used primarily by the public and secondly for use by other based on availability and with the payment of designated fees. Please read the following items concerning policies and procedures for the William M. Lentz Recreation Center.

- It shall be understood by all groups and the public at large that the granting of permission to use indoor recreational facilities, defined as an indoor facility operated by the City of Lincolnton Parks and Recreation Department, does not constitute an endorsement of the beliefs, viewpoints, policies or affiliations of any individuals or groups by the City of Lincolnton or Lincolnton City Council.

- Responsibility for the enforcement and interpretation of this policy is delegated to the Parks and Recreation Director herein referred to as "Director". For the purposes of this Policy, "Director" shall mean the Parks and Recreation Director or his designee.

- Reservation applications must be signed by a person at least twenty-one years of age and the person signing the application will be responsible for the conduct of the group in compliance with policies and procedures of the Center.

- Facility reservations should be submitted on a "Facility Use Application" form at least seven (7) days in advance of the meeting or event by an authorized adult representative of the group who willingly assumes the following: responsibility for the proper conduct of those attending the meeting or event, cleaning of the facility at the end of the meeting or event, and paying for the expense of any damage to the recreational property. Failure to submit a "Facility Use Application" form seven (7) days in advance will result in denial of the request.

- Every effort will be made by the Parks & Recreation Department to provide an immediate confirmation of the facility reservation within two (2) full business days following receipt of said application and the receipt of all applicable fees, as prescribed in the City of Lincolnton adopted fee schedule. All applicable fees must be paid and received three (3) business days in advance of the approval rental date. Non-payment will result in the cancellation of the facility rental agreement. Any group needing to cancel a reservation should do so as soon as possible. Repeated un-notified cancellations may result in temporary or permanent loss of reservation privileges.

- Sales of goods and merchandise are prohibited. Exceptions may be made with the approval of the Director when the proceeds of such sales are to be used for charitable, educational, church, civic or cultural purposes. No food or drink is permitted in the Gymnasium area.

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- The Center must be cleaned immediately following the use by any group and the premises left in the same condition as found. No foreign materials may be applied to the walls, woodwork, floor, ceiling or other part of the Center building.

- Any damage to property must be repaired and any loss replaced. The person signing the reservation application will be held responsible for the condition of the facility and for any damage caused by the group using the facility.

- Gym shoes must be worn at all times in the gymnasium. No bare feet, sandals or other types of shoes are permitted. ~~Cell Phones are not permitted in the gymnasium~~. Dunking and/or hanging on the rims are strictly prohibited. Shirts must be worn at all times in the gymnasium to protect everyone from the risk of bodily fluids and to prevent injuries as a result of fluids on the gymnasium floor.

- Publicity announcements are not permitted until facility use approval is granted and all fees are paid. All groups that will be distributing announcements for an event at a Lincolnton Parks & Recreation facility must make the sponsorship of the event/program clear and include a telephone number for the sponsoring group. The group shall not be permitted to issue announcements indicating City sponsorship or co-sponsorship unless such status is granted in writing by the Director. Neither the name nor the address of the Lincolnton Parks & Recreation Department shall be used as the official address of headquarters of any individual or organization. Lincolnton Parks & Recreation staff members are not responsible for providing information about any scheduled meeting to the general public.

- The Director is authorized to have access to any meeting solely to determine that it is lawful and in compliance with the regulations set forth in this "Policies and Procedures" document.

- The Director is authorized to deny or terminate use of facilities to individuals or groups that violate said Department's policies and procedures or whose activities would tend to incite or promote imminent lawless action or are legally obscene as defined in the North Carolina General Statues.

- Common lobby areas, public restrooms and phone lines are all considered to be public areas and incapable of being reserved.

- Fire exits are clearly identified and are to be used only in case of emergency. Fire exits shall not be blocked by furniture or other items under any circumstances.

- NO ALCOHOLIC BEVERAGES, ILLEGAL SUBSTANCES, FIREWORKS OR WEAPONS ARE ALLOWED ON THE PREMISES.

- NO SMOKING, VAPING, OR SMOKELESS TOBACCO PRODUCTS PERMITTED in the Lentz Center.

The City of Lincolnton and Director of Lincolnton Parks and Recreation reserve the right to deny or to cancel any reservation which is deemed not in the best interest of the City and the Public.

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Any group not complying with the policies and procedures of the William M. Lentz Recreation Center may be asked to leave and will not be considered for future use of the facility.

The Lincolnton Police Department has full authority to enforce all regulations pertaining to the William M. Lentz Recreation Center.

So that all may enjoy the building equally, we ask that you please do the following before leaving:

1. Wash and clean all utensils or items used.
2. Place chairs, tables, etc. in the designated areas.
3. Collect all trash.
4. Sweep floors, mopping up any spills.
5. Please report building damage or problems encountered to the Staff Member on duty.

Fee Schedule: Groups will be charged appropriate fees as determined by the Fee Schedule:

Lentz Center Gym:	Resident	Non-Resident
I.D.	Free	$5.00
I.D. Replacement Fee	$5.00/card	$5.00/card
Day Pass (18 & over)	Free	$2.00
Season Pass – Open Gym Hrs.	N/A	$100.00
Season Pass – Open Gym Hrs & Pool	$35.00	$150.00
4 Hours Rental	$100.00	$150.00
8 Hours Rental	$200.00	$300.00
Each Additional Hour	$25.00	$37.50
Practice Fee	$15.00	$22.50
Staff Fee (per employee)	$25.00 per hr.	$25.00 per hr.

*All Facility Rental Fees for non-profit organizations will be staff fee only if the Facility is being used Monday – Friday. This will only apply to uses that do not include fees and/or charges. All organizations must be able to prove non-profit status.

Certificate of Insurance. Certificate of insurance naming the City of Lincolnton as additional insured must be provided with a signed "Facility Use Application" for persons requesting use of gymnasiums. Certificate coverage shall be in the amount of One Million Dollars ($1,000,000) for each occurrence with a Two Million Dollar ($2,000,000) aggregate.

IN MAKING THE WILLIAM M. LENTZ RECREATION CENTER AVAILABLE TO SPONSORS AND THE GENERAL PUBLIC, THE CITY OF LINCOLNTON, CITY OFFICIALS AND RECREATION EMPLOYEES SHALL BE HELD HARMLESS AND SHALL ASSUME NO RESPONSIBILITY OR LIABILITY FOR ANY LOSS OR DAMAGE WHICH MAY OCCUR UPON THE PREMISES OF THE WILLIAM M. LENTZ RECREATION CENTER BUILDING AND GROUNDS DURING THE USE OF THE PREMISES AS GOVERNED BY THE FOREGOING POLICIES AND PROCEDURES.

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CITY OF LINCOLNTON PARKS & RECREATION

FACILITY USE APPLICATION

FACILITY: _____

DATE TO BE USED: _____

TIME TO BE USED: _____

NAME: _____

(GROUP OR INDIVIDUAL)

CONTACT PERSON: _____

(PERSON ACCEPTING RESPONSIBILITY FOR ACTIONS OF THE GROUP; AND FOR SEEING THAT ALL RULES AND POLICY ITEMS ARE FOLLOWED. PERSON MUST BE AT LEAST TWENTY-ONE YEARS OF AGE.)

ADDRESS: _____

CITY, STATE, & ZIP CODE: _____

PHONE NUMBER(S): DAY TIME #:_____ NIGHT TIME #:_____

In making this facility available to the general public, the City of Lincolnton, Its' Officials, and Recreation Staff shall be held harmless and assume no responsibility or liability for any loss or damage which may occur upon the premises of the building and/or grounds during the use of the premises as governed by the policies and procedures.

I have read the policies and procedures for the Lentz Recreation Center, and hereby agree to abide by these. I also will discuss these rules with and assume responsibility for the group for which I am making the application.

_____

(SIGNATURE)

_____

(DATE)

FOR OFFICE USE ONLY:

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DATE/TIME TO BE USED: _____

TOTAL FEE DUE: _____ FEE PAID: _____

DATE APPLICATION RECEIVED: _____

RECREATION DIRECTOR SIGNATURE: _____

ID CARD POLICY FOR THE WILLIAM M. LENTZ RECREATION CENTER

- PERSONS WHO ARE INTERESTED IN USING THE GYM OR RACQUETBALL COURTS FOR FREE PLAY BASKETBALL, PICKLEBALL, VOLLEYBALL, OR WALKING WILL BE REQUIRED TO OBTAIN A PHOTO ID CARD TO ENTER THE LENTZ CENTER GYM REGARDLESS OF AGE OR RESIDENCY STATUS. PERSONS PARTICPANTING IN OUR WALKING PROGRAM OR IN SENIOR PROGRAMS (55 & OLDER) WILL NOT BE ACCESSED A FEE TO OBTAIN AN ID CARD.
- INDIVIDUALS MUST COMPLETE A FACILITY MEMBERSHIP FORM AND HAVE A PHOTO MADE FOR THE ID CARD. INDIVIDUALS UNDER THE AGE OF 18 MUST HAVE A PARENT OR GUARDIAN SIGN THE FORM IN-PERSON.
- MEMBERSHIP FORMS ARE AVAILABLE AT THE FRONT DESK OR ONLINE AT THE CITY'S WEBSITE.
- PERSONS WHO HAVE ID CARDS LOST OR STOLEN WILL BE REQUIRED TO OBTAIN A REPLACEMENT ID CARD AND PAY THE $5.00 REPLACEMENT FEE REGARDLESS OF AGE OR RESIDENCY STATUS.
- PERSONS OWNING PROPERTY INSIDE OF THE CITY LIMITS, BUT NOT RESIDING IN THE CITY LIMITS WILL BE CLASSIFIED AS A CITY RESIDENT UNDER THE FEE STRUCTURE. MUST BE ABLE TO SHOW PROOF OF OWNERSHIP.
- CITY EMPLOYEES, THEIR SPOUSE AND CHILDREN, AND CITY OF LINCOLNTON RETIREES WILL NOT BE ACCESSED A FEE TO OBTAIN AN ID.
- AN ID PASS WILL BE PERMITTED FOR OUT-OF-CITY VISITORS. PERSONS WILL BE ALLOWED TWO (2) VISITS PER YEAR WITH AN ACCOMPANYING CITY RESIDENT.
- **COST**
  - CITY RESIDENT: FREE
  - NON-RESIDENT: $5.00
  - UNDER 18: FREE (MUST HAVE PARENT/GUARDIAN SIGN FORM IN PERSON)
  - REPLACEMENT FOR LOST OR STOLEN ID: $5.00 (NO MATTER AGE OR RESIDENCY STATUS)

EFFECTIVE DATE OF POLICY:

JANUARY 1, 2015

REV. JULY 1, 2017

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OFFICE USE ONLY
Photo Date: _____
Resident □ Non-Res. □ U18 □
Walking Program □ (No Fee)
Senior Programs (*55 & Older*) □ (No Fee)
Retiree/City Emp./Spouse/child □ (No Fee)
Paid: _____

CITY OF LINCOLNTON
PARKS AND RECREATION DEPT.
FACILITY MEMBERSHIP
INFORMATION SHEET

NOT RESPONSIBLE FOR ID CARDS LEFT AT FRONT DESK

MEMBER NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

Male ☐ Female ☐ AGE: _____ BIRTHDATE: _____

□ TEXT □ VOICE MESSAGING PHONE #1:_____

□ TEXT □ VOICE MESSAGING PHONE #2:_____

EMAIL: _____

IN CASE OF EMERGENCY, WHO SHOULD WE CONTACT?

NAME: _____

PHONE #1:_____ PHONE #2:_____

EMAIL: _____

****If under 18, Parent/Legal Guardian must sign form:***

****PARENT/LEGAL GUARDIAN MUST PRESENT FORM IN PERSON TO PARK STAFF****

I hereby grant and authorize the City of Lincolnton Parks and Recreation Department the right to take, edit, alter, copy, exhibit, publish, distribute and make use of any and all pictures or video taken of me to be used in and/or for legally promotional materials including, but not limited to, newsletters, flyers, posters, brochures, advertisements, fundraising letters, annual reports, press kits and submissions to journalists, websites, social networking sites and other print and digital communications, without payment or any other consideration. This authorization extends to all languages, media, formats, and markets now known or hereafter devised. This authorization shall continue indefinitely, unless I otherwise revoke said authorization in writing. I understand and agree that these materials shall become the property of the City of Lincolnton Parks and recreation Department and will not be returned.

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_____ _____

PARENT /LEGAL GUARDIAN NAME ***DATE***

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

PARKS AND RECREATION

CITY PARK
Policies and Procedures

City Park

Located at 1000 North Aspen Street, the 13.78 acre park has a multi-purpose field with lights and concession stand with restroom facilities. It is also the access point for the Northern trailhead of the Marcia Cloninger Rail Trail. Multi-purpose field and concession stand available for rental through the recreation office.

Hours of Operation

Park hours are as follows: Monday through Sunday from 6:30am – 10pm.

Restroom Facilities

Public restroom facilities are available at the concessions building. Restroom hours are as follows: Monday - Saturday from 7am – Sunset; Sundays from 1pm – Sunset.

Park Rules

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

- No trespassing after hours per Section 96.01 of the City of Lincolnton Code of Ordinances.
- No smoking, electronic vaping, tobacco products, weapons, or drugs, allowed on park premises.
- No fireworks, camping, or open burning allowed on park premises unless written permission is granted by the Parks & Recreation Director or designee.
- The possession or use of alcohol is prohibited unless permitted through the City of Lincolnton's special events permitting process.
- All pets must be leashed and under control. Please clean up after your pets.
- No solicitation allowed.
- Park grounds and facilities are tobacco free.
- It is a criminal violation of the City of Lincolnton Code of Ordinances, section 96.02, for any Registered Sex Offender to be on or about this recreation facility. Violators are subject to immediate arrest and punishable by fines and/or incarceration.
- Poisonous snakes, insects, and plants are all parts of the natural environment. Please be aware of your surroundings.
- Littering is prohibited. To help maintain a clean and safe environment for park visitors, put trash in designated receptacles.

The Lincolnton Police Department has full authority to enforce all rules and regulations pertaining to the use of City Park.

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Park Rental

City Park is available for reservations at times not designated for recreation programs/public use. Reservations may be made by contacting Lincolnton Parks and Recreation at (704) 735-2671, Monday through Friday during the hours of 9:00 a.m. – 5:00 p.m. A $25 nonrefundable deposit is required at the time of the reservation. (If weather prohibits the use of the facility, the deposit may be rolled over for a future date.)

The reservation application must be completed and signed by a person at least twenty-one years of age.

A. The City of Lincolnton and/or the Director of Lincolnton Parks and Recreation reserves the right to cancel or refuse any reservation not deemed to be in the best interest of the City of Lincolnton and the general public. Any group not complying with the policies and procedures for the use of City Park will not be considered for future use of the facility.

B. The use must be in compliance with all policies and procedures for City Park and Lincolnton Parks and Recreation. Any damages to the facility must be repaired and any loss replaced. The person signing the application will be held responsible for all damages and for the conduct of the group.

~~NO ALCOHOLIC BEVERAGES, ILLEGAL SUBSTANCES, FIREWORKS OR WEAPONS ARE ALLOWED ON THE PREMISES. The Lincolnton Police Department has full authority to enforce all regulations pertaining to the use of City Park.~~

Multi-Purpose Field & Concession Stand Use:

The $25 nonrefundable deposit will apply toward total amount due. The balance of the fee must be paid in full by 5:00 p.m. on the Wednesday prior to a weekend event. For weekday use, balance must be received 24 hours prior to the scheduled time.

Fee Schedule

	Resident	**Non-Resident**
Night Time Only (Lights per hr.)	$20.00	$20.00
Concession Stand Fee	$25.00 per day	$37.50 per day
Staff Fee (per employee)	$25.00 per hr.	$25.00 per hr.
Practice Fee (1.5 hrs)*	$20.00	$30.00
Season Fee*	$500.00	$750.00
Monthly Fee:	$50.00	$75.00
Tournament Fee:		
Per Day (1 Park)	$200.00	$200.00
Deposit	$25.00	$25.00

*At least (1) member on the team must be a resident to receive the "Resident" rate. "Season Fee" will include 2 practices per week. The Director has the authority to add (1-2) additional days if the season does not last more than 6 months.

** Monthly Fee will include (1) 1.5 hr. practice per week.

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PARKS AND RECREATION

BETTY G. ROSS PARK
Policies and Procedures

Betty G Ross Recreational Park

Located at 800 South Madison Street, the 35 acre park has two softball/baseball fields, a picnic shelter, a picnic area, an outdoor tennis court, an outdoor basketball and (2) pickleball courts (lighted), nature trail, disc golf course (18 holes), outdoor pool, canoe/kayak launch, fishing platform, and two playground areas. Shelter and ballfields available for rental through the recreation office.

Hours of Operation

Park hours are as follows: Monday through Sunday from 6:30am – 10pm.

Restroom Facilities

Public restroom facilities are available at the concessions building located at the ball fields.
Restroom hours are as follows: Monday - Saturday from 7am – Sunset;
Sundays from 1pm – Sunset.

Park Rules

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

- No trespassing after hours per Section 96.01 of the City of Lincolnton Code of Ordinances.
- No smoking, electronic vaping, tobacco products, weapons, or drugs, allowed on park premises.
- No fireworks, camping, or open burning allowed on park premises unless written permission is granted by the Parks & Recreation Director or designee.
- The possession or use of alcohol is prohibited unless permitted through the City of Lincolnton's special events permitting process.
- All pets must be leashed and under control. Please clean up after your pets.
- No solicitation allowed.
- Park grounds and facilities are tobacco free.
- It is a criminal violation of the City of Lincolnton Code of Ordinances, section 96.02, for any Registered Sex Offender to be on or about this recreation facility. Violators are subject to immediate arrest and punishable by fines and/or incarceration.
- Poisonous snakes, insects, and plants are all parts of the natural environment. Please be aware of your surroundings.
- Littering is prohibited. To help maintain a clean and safe environment for park visitors, put trash in designated receptacles.

The Lincolnton Police Department has full authority to enforce all rules and regulations pertaining to the use of Betty G Ross Park.

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Park Rental

Betty G. Ross Park is available for reservations at times not designated for recreation programs/public use. Reservations may be made by contacting Lincolnton Parks and Recreation at (704) 735-2671, Monday through Friday during the hours of 9:00 a.m. – 5:00 p.m.
A $25 nonrefundable deposit is required at the time of the reservation. (If weather prohibits the use of the facility, the deposit may be rolled over for a future date.)

The reservation application must be completed and signed by a person at least twenty-one years of age.

A. The City of Lincolnton and/or the Director of Lincolnton Parks and Recreation reserves the right to cancel or refuse any reservation not deemed to be in the best interest of the City of Lincolnton and the general public. Any group not complying with the policies and procedures for the use of Betty G. Ross Park will not be considered for future use of the facility.

B. The use must be in compliance with all policies and procedures for Betty G. Ross Park and Lincolnton Parks and Recreation. Any damages to the facility must be repaired and any loss replaced. The person signing the application will be held responsible for all damages and for the conduct of the group.

Baseball/Softball Field & Concession Stand Use:

The $25 nonrefundable deposit will apply toward total amount due. The balance of the fee must be paid in full by 5:00 p.m. on the Wednesday prior to a weekend event. For weekday use, balance must be received 24 hours prior to the scheduled time.

Fee Schedule - Softball/Baseball/Soccer Fields & Concession Stand:

	Resident	**Non-Resident**
Night Time Only (Lights per hr.)	$20.00	$20.00
Concession Stand Fee	$25.00 per day	$37.50
Staff Fee (per employee)	$25.00 per hr.	$25.00 per hr.
Practice Fee (1.5 hrs)*	$20.00	$30.00
Season Fee*	$500.00	$750.00
Monthly Fee**	$50.00	$75.00
Tournament Fee:		
Per Day (1 Park)	$200.00	$200.00
Deposit	$25.00	$25.00

*At least (1) member on the team must be a resident to receive the "Resident" rate. "Season Fee" will include 2 practices per week. The Director has the authority to add (1-2) additional days if the season does not last more than 6 months.

** Monthly Fee will include (1) 1.5 hr. practice per week.

LIGHTS ARE NOT INCLUDED WITH DAILY, MONTHLY OR SEASONAL FEES.

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Draft copy 1/24/19

Park Rental Continued:

- All Security Fees will be determined by the Lincolnton Police Department.
- "Resident" is considered any person(s) living or owning property inside the City Limits of Lincolnton, N.C. Also, any City of Lincolnton staff or official will receive the "Resident" rate.
- All Facility Rental Fees for non-profit organizations will be staff fee only if the Facility is being used Monday – Friday. This will only apply to uses or users that do not include fees and/or charges. Schools are allowed to take admission for ball games. All organizations must prove non-profit status.

The Recreation Department will provide bases, marking lime or paint, and a line marker.

~~So that all may enjoy the park~~, We ask that you please abide by the following rules governing the use of the ball fields and concession stand:

1. All trash is to be picked up from the fields and parking lot.
2. Floors in concession stand and restrooms must be swept daily.
3. Trash cans in the concession stand and restrooms must be emptied.
4. Please remove all food from the refrigerator and the concession stand.
5. Clean tables, appliances and sinks.

Certificate of Insurance: Certificate of insurance naming the City of Lincolnton as additional insured must be provided with a signed "Facility Use Application" for persons requesting use of softball, baseball, and soccer fields. Certificate coverage shall be in the amount of One Million Dollars ($1,000,000) for each occurrence with a Two Million Dollar ($2,000,000) aggregate.

*Sale of certain food items may require permits from Lincoln County Environmental Health. It is the responsibility of the group using the facility to comply with all such regulations. Contact Environmental Health at least two weeks prior to the event at (704) 736-8426.

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

FOR QUESTIONS CONCERNING FEES OR TO REPORT A PROBLEM, PLEASE CALL THE LINCOLNTON RECREATION DEPARTMENT @ (704) 735-2671.

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Canoe / Kayak Launch:

Betty G. Ross Park Canoe/Kayak Rules

Park Hours: 6:30am – 10:00pm (unless otherwise posted)

1. NO PERSON UNDER THE AGE OF 16 IS PERMITTED TO USE THE CANOE/KAYAK LAUNCH PLATFORM UNLESS THEY ARE UNDER ADULT SUPERVISION.
2. NO HORSEPLAY ON THE STRUCTURE.
3. THE LAUNCHING PLATFORM IS FOR KAYAKS, CANOES, & FLATBOARDS ONLY. NO MOTORIZED VESSELS ALLOWED!
4. ALL PADDLERS ACCESSING THE RIVER MUST FOLLOW ALL N.C. WILDLIFE RESOURCE COMMISSION (NCWRC) REGULATIONS.
5. NO SWIMMING, DIVING, OR JUMPING FROM OR AROUND FROM THE CANOE/KAYAK LAUNCH.
6. ONE CANOE/KAYAK AT A TIME ON THE STEPS.
7. NO FISHING ALLOWED FROM THE STRUCTURE.
8. WATCH YOUR STEP!
9. LIFEJACKETS MUST BE WORN WHEN BOATING.
10. THE LAUNCHING PLATFORM IS NOT FOR STORAGE, PLEASE ANCHOR TO POSTS ON THE SIDE OF THE PLATFORM.
11. VACATE THE LAUNCH AREA AT THE SOUND OF THUNDER. LIGHTNING KILLS!
12. THE RECREATION DEPARTMENT RESERVES THE RIGHT TO CLOSE THE OBSERVATION/LAUNCH PLATFORM FOR PUBLIC USE DURING OR BEFORE ANTICIPATED FLOODING EVENTS.
13. PER SECTION 132.03 OF THE CITY OF LINCOLNTON CODE OF ORDINANCES, NO PERSON SHALL WILFULLY OR NEGLIGENTLY DAMAGE, DEFACE, DRAW, PAINT, CARVE UPON OR MUTILATE, ETC. THIS STRUCTURE IN ANY WAY WHATSOEVER.
14. THE LAUNCH WILL NOT BE RENTED OR RESERVED.

Observation/Fishing Pier:

Betty G. Ross Park Observation/Fishing Pier Rules

Park Hours: 6:30am – 10:00pm (unless otherwise posted)

1. ANYONE FISHING MUST HAVE A CURRENT NORTH CAROLINA FISHING LICENSE OR PERMIT OR; IF UNDER THE AGE OF 16, MUST BE ACCOMPANIED BY A PROPERLY LICENSED ADULT.
2. ANYONE FISHING MUST FOLLOW ALL NC WILDLIFE RESOURCES COMMISSION (NCWRC) REGULATIONS.
3. NO SWIMMING AROUND PIER.
4. NO DIVING OR JUMPING FROM PIER.
5. NO CLIMBING OR STANDING ON RAILS.
6. BE COURTEOUS OF OTHERS.
7. PLEASE DISPOSE OF ALL TRASH IN DESIGNATED RECEPTACLES.
8. CLEANING OF FISH ON THE PIER OR PARK PREMISES IS PROHIBITED.
9. THE FISHING PIER WILL NOT BE RENTED OR RESERVED.
10. THE RECREATION DEPARTMENT RESERVES THE RIGHT TO CLOSE THE OBSERVATION/FISHING PIER FOR PUBLIC USE DURING OR BEFORE ANTICIPATED FLOODING EVENTS.
11. PER SECTION 132.03 OF THE CITY OF LINCOLNTON CODE OF ORDINANCES, NO PERSON SHALL WILFULLY OR NEGLIGENTLY DAMAGE, DEFACE, DRAW, PAINT, CARVE UPON OR MUTILATE, ETC. THIS STRUCTURE IN ANY WAY WHATSOEVER.

IN CASE OF EMERGENCY - CALL 911

TO REPORT A PROBLEM CALL LINCOLNTON PARKS & RECRETION 704-735-2671

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Draft copy 1/24/19

Shelter Rental Policies & Procedures:

NO ELECTRICAL OUTLETS OR WATER AVAILABLE

- The Shelters can be rented from April through October of each year.
- Reservations may be made in-person Monday through Friday at the Lentz Gym from 9:00 a.m. – 5:00 p.m.
- Reservations for the shelter will be made for each year beginning with the first working day in January.
- Reservations will not be accepted by phone. Individuals interested in reserving the shelter may call to check availability, however; the shelter will remain on a first come, first serve basis. Shelter rental payments must be made, in-full, at the time of reservation.
- Shelter is open to all individuals and groups based on availability and payment of a designated fee. **Fee schedule on back.*
- Reservation applications must be signed by a person at least twenty-one years of age. The person signing the application will be responsible for the conduct of the group in compliance with the policies and procedures of the shelter.
- Sales of merchandise are prohibited. Exceptions may be made, with the approval of the Recreation Director, when the proceeds of such sales are to be used for charitable, educational, church, civic or cultural purposes.
- If Picnic Tables/Benches are moved, they must be moved back to original positions.
- You may tape signs, balloons, streamers, etc. to TABLES ONLY!

***DO NOT TAPE, STAPLE OR HANG ANYTHING, ANYWHERE ELSE IN THE FACILITY!**

- **ONLY GAS GRILLS ARE PERMITTED. NO CHARCOAL GRILLS ALLOWED. NO COOKING/GRILLING ALLOWED UNDERNEATH SHELTER!**
- NO ALCOHOLIC BEVERAGES, FIREWORKS OR WEAPONS WILL BE ALLOWED ON THE PREMISES!!
- Any group not complying with the policies and procedures of the shelter could be denied future use of the facility.
- The Lincolnton Police Department has full authority to enforce all regulations pertaining to shelter and park use.
- The shelter can be reserved for whole day rentals only. Monday - Saturday will be reserved from 8:00 a.m. – 7:00 p.m.; Sunday from 3:00 p.m. – 7:00 p.m. only.

  ***Renter must provide the Recreation Department with a specific time that they will be arriving at the shelter. The staff member will meet with them to ensure that the shelter is clean and reserved for their event only. If the renter is not present within 30 minutes of the designated time, we cannot ensure that the shelter will be ready for their use.*

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Draft copy 1/24/19

Shelter Rental Policies & Procedures Continued:

- No vehicles are allowed to park in the grass areas around the shelters.
- In making the shelter and park available to the general public and specified groups, the City of Lincolnton, It's Officials and employees shall be held harmless and shall assume no responsibility or liability for any loss or damage which may occur upon the premises during use as governed by the foregoing policies and procedures.

Fee Schedule – Park Shelter Rental:

	Resident	Non-Resident
Mon. – Sat. (8:00a.m. – 7:00p.m.)	$50.00	$75.00
Sunday (3:00p.m. – 7:00p.m.)	$40.00 per day	$60.00
Staff Fee (per employee)	$25.00 per hr.	$25.00 per hr.

"Resident" is considered any person(s) living or owning property inside the City Limits of Lincolnton, N.C. Also, any City of Lincolnton staff or official will receive the "Resident" rate.

***All Facility Rental Fees for non-profit organizations will be staff fee only if the Facility is being used Monday – Friday. This will only apply to uses that do not include fees and/or charges. All organizations must be able to prove non-profit status.**

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Park Rental Continued:

LIGHTS ARE NOT INCLUDED WITH DAILY, MONTHLY OR SEASONAL FEES.

- All Security Fees will be determined by the Lincolnton Police Department.
- "Resident" is considered any person(s) living or owning property inside the City Limits of Lincolnton, N.C. Also, any City of Lincolnton staff or official will receive the "Resident" rate.
- All Facility Rental Fees for non-profit organizations will be staff fee only if the Facility is being used Monday – Friday. This will only apply to uses or users that do not include fees and/or charges. Schools are allowed to take admission for ball games. All organizations must prove non-profit status.

~~The Recreation Department will provide bases, marking lime and a line marker.~~

~~So that all may enjoy the park,~~ We ask that you please abide by the following rules governing the use of the multi-purpose field and concession stand:

1. All trash is to be picked up from the field and parking lot.
2. Floors in concession stand and restrooms must be swept daily.
3. Trash cans in the concession stand and restrooms must be emptied.
4. Please remove all food from the refrigerator and the concession stand.
5. Clean counters, appliances and sinks.

Certificate of Insurance: Certificate of insurance naming the City of Lincolnton as additional insured must be provided with a signed "Facility Use Application" for persons requesting use of softball, baseball, and soccer fields. Certificate coverage shall be in the amount of One Million Dollars ($1,000,000) for each occurrence with a Two Million Dollar ($2,000,000) aggregate.

*Sale of certain food items may require permits from Lincoln County Environmental Health. It is the responsibility of the group using the facility to comply with all such regulations. Contact Environmental Health at least two weeks prior to the event at (704) 736-8426.

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

FOR QUESTIONS CONCERNING FEES OR TO REPORT A PROBLEM, PLEASE CALL THE LINCOLNTON RECREATION DEPARTMENT @ (704) 735-2671.

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(Draft Copy – 1/24/19)

Betty G. Ross Park Observation/Fishing Pier Rules

Park Hours: 6:30am – 10:00pm (unless otherwise posted)

1. ANYONE FISHING MUST HAVE A CURRENT NORTH CAROLINA FISHING LICENSE OR PERMIT OR; IF UNDER THE AGE OF 16, MUST BE ACCOMPANIED BY A PROPERLY LICENSED ADULT.
2. ANYONE FISHING MUST FOLLOW ALL NC WILDLIFE RESOURCES COMMISSION (NCWRC) REGULATIONS.
3. NO SWIMMING AROUND PIER.
4. NO DIVING OR JUMPING FROM PIER.
5. NO CLIMBING OR STANDING ON RAILS.
6. BE COURTEOUS OF OTHERS.
7. PLEASE DISPOSE OF ALL TRASH IN DESIGNATED RECEPTACLES.
8. CLEANING OF FISH ON THE PIER OR PARK PREMISES IS PROHIBITED.
9. THE FISHING PIER WILL NOT BE RENTED OR RESERVED.
10. THE RECREATION DEPARTMENT RESERVES THE RIGHT TO CLOSE THE OBSERVATION/FISHING PIER FOR PUBLIC USE DURING OR BEFORE ANTICIPATED FLOODING EVENTS.
11. PER SECTION 132.03 OF THE CITY OF LINCOLNTON CODE OF ORDINANCES, NO PERSON SHALL WILFULLY OR NEGLIGENTLY DAMAGE, DEFACE, DRAW, PAINT, CARVE UPON OR MUTILATE, ETC. THIS STRUCTURE IN ANY WAY WHATSOEVER.

IN CASE OF EMERGENCY - CALL 911
TO REPORT A PROBLEM CALL LINCOLNTON PARKS & RECRETION 704-735-2671

Betty G. Ross Park

- Park hours are as follows: Monday through Sunday from 6:30am – 10:00pm.
- Restroom hours are as follows: Mon. - Saturday from 7am – Sunset; Sundays from 1pm – Sunset.

Park Rules

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

- NO TRESPASSING AFTER HOURS PER SECTION 96.01 OF THE CITY OF LINCOLNTON CODE OF ORDINANCES.
- NO SMOKING, ELECTRONIC VAPING, TOBACCO PRODUCTS, WEAPONS, OR DRUGS, ALLOWED ON PARK PREMISES.
- NO FIREWORKS, CAMPING, OR OPEN BURNING ALLOWED ON PARK PREMISES UNLESS WRITTEN PERMISSION IS GRANTED BY THE PARKS & RECREATION DIRECTOR OR DESIGNEE.
- THE POSSESSION OR USE OF ALCOHOL IS PROHIBITED UNLESS PERMITTED THROUGH THE CITY OF LINCOLNTON'S SPECIAL EVENTS PERMITTING PROCESS.
- ALL PETS MUST BE LEASHED AND UNDER CONTROL. PLEASE CLEAN UP AFTER YOUR PETS.
- NO SOLICATION ALLLOWED.
- PARK GROUNDS AND FACILITIES ARE TOBACCO FREE.
- IT IS A CRIMINAL VIOLATION OF THE CITY OF LINCOLNTON CODE OF ORDINANCES, SECTION 96.02, FOR ANY REGISTERED SEX OFFENDER TO BE ON OR ABOUT THIS RECREATION FACILITY. VIOLATORS ARE SUBJECT TO IMMEDIATE ARREST AND PUNISHABLE BY FINES AND/OR INCARCERATION.
- POISONOUS SNAKES, INSECTS, AND PLANTS ARE ALL PARTS OF THE NATURAL ENVIRONMENT. PLEASE BE AWARE OF YOUR SURROUNDINGS.
- LITTERING IS PROHIBITED. TO HELP MAINTAIN A CLEAN AND SAFE ENVIRONMENT FOR PARK VISITORS, PUT TRASH IN DESIGNATED RECEPTACLES.

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PARKS AND RECREATION

HIGHLAND DRIVE PARK
Policies and Procedures

Highland Drive Park

Located at 2770 Highland Drive, the 25 acre park has two softball/baseball fields, two soccer / multisport fields, a picnic shelter, a paved walking trail, a playground, and a concession stand and restroom facility. Shelter and ballfields available for rental through the recreation office.

Hours of Operation

Park hours are as follows: Monday through Saturday from 6:30am – Dusk;
Sunday from 12:30pm – Dusk.

Restroom Facilities

Public restroom facilities are available at the concessions building and shelter. Restroom hours are as follows: Monday - Saturday from 7am – Sunset; Sundays from 1pm – Sunset.

Park Rules

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

- No trespassing after hours per Section 96.01 of the City of Lincolnton Code of Ordinances.
- No smoking, electronic vaping, tobacco products, weapons, or drugs allowed on park premises.
- No fireworks, camping, or open burning allowed on park premises unless written permission is granted by the Parks & Recreation Director or designee.
- The possession or use of alcohol is prohibited unless permitted through the City of Lincolnton's special events permitting process.
- All pets must be leashed and under control. Please clean up after your pets.
- No solicitation allowed.
- Park grounds and facilities are tobacco free.
- It is a criminal violation of the City of Lincolnton Code of Ordinances, section 96.02, for any Registered Sex Offender to be on or about this recreation facility. Violators are subject to immediate arrest and punishable by fines and/or incarceration.
- Poisonous snakes, insects, and plants are all parts of the natural environment. Please be aware of your surroundings.
- Littering is prohibited. To help maintain a clean and safe environment for park visitors, put trash in designated receptacles.

The Lincolnton Police Department has full authority to enforce all rules and regulations pertaining to the use of Highland Drive Park.

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Park Rental

Highland Drive Park is available for reservations at times not designated for recreation programs/public use. Reservations may be made by contacting Lincolnton Parks and Recreation at (704) 735-2671, Monday through Friday during the hours of 9:00 a.m. – 5:00 p.m. A $25 nonrefundable deposit is required at the time of the reservation. (If weather prohibits the use of the facility, the deposit may be rolled over for a future date.)

The reservation application must be completed and signed by a person at least twenty-one years of age.

A. The City of Lincolnton and/or the Director of Lincolnton Parks and Recreation reserves the right to cancel or refuse any reservation not deemed to be in the best interest of the City of Lincolnton and the general public. Any group not complying with the policies and procedures for the use of Highland Drive Park will not be considered for future use of the facility.

B. The use must be in compliance with all policies and procedures for Highland Drive Park and Lincolnton Parks and Recreation. Any damages to the facility must be repaired and any loss replaced. The person signing the application will be held responsible for all damages and for the conduct of the group.

~~NO ALCOHOLIC BEVERAGES, ILLEGAL SUBSTANCES, FIREWORKS OR WEAPONS ARE ALLOWED ON THE PREMISES. The Lincolnton Police Department has full authority to enforce all regulations pertaining to the use of Highland Drive Park.~~

Soccer/Baseball/Softball Field & Concession Stand Use:

The $25 nonrefundable deposit will apply toward total amount due. The balance of the fee must be paid in full by 5:00 p.m. on the Wednesday prior to a weekend event. For weekday use, balance must be received 24 hours prior to the scheduled time.

Fee Schedule - Softball/Baseball/Soccer Fields & Concession Stand:

	Resident	**Non-Resident**
Night Time Only (Lights per hr.)	$20.00	$20.00
Concession Stand Fee	$25.00 per day	$37.50
Staff Fee (per employee)	$25.00 per hr.	$25.00 per hr.
Practice Fee (1.5 hrs)*	$20.00	$30.00
Season Fee*	$500.00	$750.00
Monthly Fee**	$50.00	$75.00
Tournament Fee:		
Per Day (1 Park)	$200.00	$200.00
Deposit	$25.00	$25.00

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Park Rental Continued:

*At least (1) member on the team must be a resident to receive the "Resident" rate. "Season Fee" will include 2 practices per week. The Director has the authority to add (1-2) additional days if the season does not last more than 6 months.

** Monthly Fee will include (1) 1.5 hr. practice per week.

- All Security Fees will be determined by the Lincolnton Police Department.
- "Resident" is considered any person(s) living or owning property inside the City Limits of Lincolnton, N.C. Also, any City of Lincolnton staff or official will receive the "Resident" rate.
- All Facility Rental Fees for non-profit organizations will be staff fee only if the Facility is being used Monday – Friday. This will only apply to uses or users that do not include fees and/or charges. Schools are allowed to take admission for ball games. All organizations must prove non-profit status.

The Recreation Department will provide bases, marking lime and a line marker.

~~So that all may enjoy the park~~, We ask that you please abide by the following rules governing the use of the ball fields and concession stand:

1. All trash is to be picked up from the field and parking lot.
2. Floors in concession stand and restrooms must be swept daily.
3. Trash cans in the concession stand and restrooms must be emptied.
4. Please remove all food from the refrigerator and the concession stand.
5. Clean counters, appliances and sinks.

Certificate of Insurance: Certificate of insurance naming the City of Lincolnton as additional insured must be provided with a signed "Facility Use Application" for persons requesting use of softball, baseball, and soccer fields. Certificate coverage shall be in the amount of One Million Dollars ($1,000,000) for each occurrence with a Two Million Dollar ($2,000,000) aggregate.

* Sale of certain food items may require permits from Lincoln County Environmental Health. It is the responsibility of the group using the facility to comply with all such regulations. Contact Environmental Health at least two weeks prior to the event at (704) 736-8426.

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

FOR QUESTIONS CONCERNING FEES, PLEASE CALL THE LINCOLNTON RECREATION DEPARTMENT @ (704) 735-2671.

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Draft Copy 1/24/19

Shelter Rental Policies & Procedures:

NO ELECTRICAL OUTLETS OR WATER AVAILABLE

- The Shelters can be rented from April through October of each year.
- Reservations may be made in-person Monday through Friday at the Lentz Gym from 9:00 a.m. – 5:00 p.m.
- Reservations for the shelter will be made for each year beginning with the first working day in January.
- Reservations will not be accepted by phone. Individuals interested in reserving the shelter may call to check availability, however; the shelter will remain on a first come, first serve basis. Shelter rental payments must be made, in-full, at the time of reservation.
- Shelter is open to all individuals and groups based on availability and payment of a designated fee. **Fee schedule on back.*
- Reservation applications must be signed by a person at least twenty-one years of age. The person signing the application will be responsible for the conduct of the group in compliance with the policies and procedures of the shelter.
- Sales of merchandise are prohibited. Exceptions may be made, with the approval of the Recreation Director, when the proceeds of such sales are to be used for charitable, educational, church, civic or cultural purposes.
- If picnic tables/benches are moved, they must be moved back to original positions.
- You may tape signs, balloons, streamers, etc. to TABLES ONLY!

***DO NOT TAPE, STAPLE OR HANG ANYTHING, ANYWHERE ELSE IN THE FACILITY!**

- **ONLY GAS GRILLS ARE PERMITTED. NO CHARCOAL GRILLS ALLOWED. NO COOKING/GRILLING ALLOWED UNDERNEATH SHELTER!**
- NO ALCOHOLIC BEVERAGES, FIREWORKS OR WEAPONS WILL BE ALLOWED ON THE PREMISES!!
- Any group not complying with the policies and procedures of the shelter could be denied future use of the facility.
- The Lincolnton Police Department has full authority to enforce all regulations pertaining to shelter and park use.
- The shelter can be reserved for whole day rentals only. Monday - Saturday will be reserved from 8:00 a.m. – 7:00 p.m.; Sunday from 3:00 p.m. – 7:00 p.m. only.

  ***Renter must provide the Recreation Department with a specific time that they will be arriving at the shelter. The staff member will meet with them to ensure that the shelter is clean and reserved for their event only. If the renter is not present within 30 minutes of the designated time, we cannot ensure that the shelter will be ready for their use.*

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Draft Copy 1/24/19

Shelter Rental Policies & Procedures Continued:

- No vehicles are allowed to park in the grass areas around the shelters.
- In making the shelter and park available to the general public and specified groups, the City of Lincolnton, It's Officials and employees shall be held harmless and shall assume no responsibility or liability for any loss or damage which may occur upon the premises during use as governed by the foregoing policies and procedures.

Fee Schedule – Park Shelter Rental:

	Resident	Non-Resident
Mon. – Sat. (8:00a.m. – 7:00p.m.)	$50.00	$75.00
Sunday (3:00p.m. – 7:00p.m.)	$40.00 per day	$60.00
Staff Fee (per employee)	$25.00 per hr.	$25.00 per hr.

"Resident" is considered any person(s) living or owning property inside the City Limits of Lincolnton, N.C. Also, any City of Lincolnton staff or official will receive the "Resident" rate.

***All Facility Rental Fees for non-profit organizations will be staff fee only if the Facility is being used Monday – Friday. This will only apply to uses that do not include fees and/or charges. All organizations must be able to prove non-profit status.**

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(Draft Copy – 1/22/19)

Betty G. Ross Park Canoe/Kayak Rules

Park Hours: 6:30am – 10:00pm (unless otherwise posted)

1. NO PERSON UNDER THE AGE OF 16 IS PERMITTED TO USE THE CANOE/KAYAK LAUNCH PLATFORM UNLESS THEY ARE UNDER ADULT SUPERVISION.
2. NO HORSEPLAY ON THE STRUCTURE.
3. THE LAUNCHING PLATFORM IS FOR KAYAKS, CANOES, & FLATBOARDS ONLY. NO MOTORIZED VESSELS ALLOWED!
4. ALL PADDLERS ACCESSING THE RIVER MUST FOLLOW ALL N.C. WILDLIFE RESOURCE COMMISSION (NCWRC) REGULATIONS.
5. NO SWIMMING, DIVING, OR JUMPING FROM OR AROUND FROM THE CANOE/KAYAK LAUNCH.
6. ONE CANOE/KAYAK AT A TIME ON THE STEPS.
7. NO FISHING ALLOWED FROM THE STRUCTURE.
8. WATCH YOUR STEP!
9. LIFEJACKETS MUST BE WORN WHEN BOATING.
10. THE LAUNCHING PLATFORM IS NOT FOR STORAGE, PLEASE ANCHOR TO POSTS ON THE SIDE OF THE PLATFORM.
11. VACATE THE LAUNCH AREA AT THE SOUND OF THUNDER. LIGHTNING KILLS!
12. THE RECREATION DEPARTMENT RESERVES THE RIGHT TO CLOSE THE OBSERVATION/LAUNCH PLATFORM FOR PUBLIC USE DURING OR BEFORE ANTICIPATED FLOODING EVENTS.
13. PER SECTION 132.03 OF THE CITY OF LINCOLNTON CODE OF ORDINANCES, NO PERSON SHALL WILFULLY OR NEGLIGENTLY DAMAGE, DEFACE, DRAW, PAINT, CARVE UPON OR MUTILATE, ETC. THIS STRUCTURE IN ANY WAY WHATSOEVER.
14. THE LAUNCH WILL NOT BE RENTED OR RESERVED.

IN CASE OF EMERGENCY - CALL 911
TO REPORT A PROBLEM CALL LINCOLNTON PARKS & RECRETION 704-735-2671

Betty G. Ross Park

- Park hours are as follows: Monday through Sunday from 6:30am – 10:00pm.
- Restroom hours are as follows: Mon. - Saturday from 7am – Sunset; Sundays from 1pm – Sunset.

Park Rules

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

- NO TRESPASSING AFTER HOURS PER SECTION 96.01 OF THE CITY OF LINCOLNTON CODE OF ORDINANCES.
- NO SMOKING, ELECTRONIC VAPING, TOBACCO PRODUCTS, WEAPONS, OR DRUGS ALLOWED ON PARK PREMISES.
- NO FIREWORKS, CAMPING, OR OPEN BURNING ALLOWED ON PARK PREMISES UNLESS WRITTEN PERMISSION IS GRANTED BY THE PARKS & RECREATION DIRECTOR OR DESIGNEE.
- THE POSSESSION OR USE OF ALCOHOL IS PROHIBITED UNLESS PERMITTED THROUGH THE CITY OF LINCOLNTON'S SPECIAL EVENTS PERMITTING PROCESS.
- ALL PETS MUST BE LEASHED AND UNDER CONTROL. PLEASE CLEAN UP AFTER YOUR PETS.
- NO SOLICATION ALLLOWED.
- PARK GROUNDS AND FACILITIES ARE TOBACCO FREE.
- IT IS A CRIMINAL VIOLATION OF THE CITY OF LINCOLNTON CODE OF ORDINANCES, SECTION 96.02, FOR ANY REGISTERED SEX OFFENDER TO BE ON OR ABOUT THIS RECREATION FACILITY. VIOLATORS ARE SUBJECT TO IMMEDIATE ARREST AND PUNISHABLE BY FINES AND/OR INCARCERATION.

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(Draft Copy – 1/22/19)

- POISONOUS SNAKES, INSECTS, AND PLANTS ARE ALL PARTS OF THE NATURAL ENVIRONMENT. PLEASE BE AWARE OF YOUR SURROUNDINGS.
- LITTERING IS PROHIBITED. TO HELP MAINTAIN A CLEAN AND SAFE ENVIRONMENT FOR PARK VISITORS, PUT TRASH IN DESIGNATED RECEPTACLES.

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ITEM

13

March 2019 Council Meeting

Executive Summary
January 2019 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	6,448,028	50%	11,655,521	6,329,444	118,584
	Fund Balance	1,051,770	-	-	964,361	-	-
		12,852,536	6,448,028		12,619,882	6,329,444	118,584
	City Manager/Clerk	320,960	122,610		331,465	147,891	(25,281)
	Human Resources	239,060	113,790		232,730	117,221	(3,431)
	Finance	242,790	16,599		273,412	(45,350)	61,949
	General Expense	1,057,620	532,729		942,324	551,093	(18,364)
	General Debt Service	520,954	48,358		463,524	48,358	-
	Police	3,700,970	1,904,059		4,284,770	2,006,997	(102,938)
	Fire	2,240,650	1,466,801		2,099,345	1,276,891	189,910
	Public Works	79,616	(93,347)		172,956	(5,053)	(88,294)
	Street	1,251,668	356,901		1,246,268	341,853	15,047
	Equipment Services	133,270	51,523		135,120	57,447	(5,923)
	Solid Waste	756,798	297,546		708,328	331,113	(33,567)
	General Services	-	-		-	-	-
	Plannin/Zoning	679,060	152,155		348,794	156,697	(4,543)
	Bus & Comm. Dev	135,000	82,003		164,960	45,625	36,378
	Recreation	1,494,120	616,973		1,215,886	590,421	26,553
	Expenses	12,852,536	5,668,698	44%	12,619,882	5,621,202	47,496
	Difference		779,330			708,241	71,088

Water & Sewer Fund		Budget 18-19	Actual 18-19	% of Budget	Budget 17-18	Actual 17-18	Difference
Fund 61	Revenues	8,096,950	4,637,642	55%	7,449,995	4,736,156	(98,514)
	Fund Balance	281,590	-		526,653		
		8,378,540	4,637,642		7,976,648	4,736,156	(98,514)
	Water Treatment	1,502,950	705,472		1,508,500	682,900	22,572
	Dist & Collection	1,748,000	1,043,810		1,440,153	787,432	256,378
	Wastewater	1,550,100	579,346		1,516,650	561,513	17,834
	W & S Intangibles	3,577,490	868,980		3,511,345	917,123	(48,143)
	Expenses	8,378,540	3,197,608	38%	7,976,648	2,948,968	248,640
	Difference		1,440,035			1,787,189	(347,154)

Electric Fund		Budget 18-19	Actual 18-19	% of Budget	Budget 17-18	Actual 17-18	Difference
Fund 63	Revenues	7,669,264	4,684,978	59%	7,791,714	4,361,211	323,767
	Fund Balance	300,000	-		1,224,483	-	-
		7,969,264	4,684,978		9,016,197	4,361,211	323,767
	Electric Dept.	7,969,264	4,166,829		9,016,197	4,475,349	(308,520)
	Expenses	7,969,264	4,166,829	52%	9,016,197	4,475,349	(308,520)
	Difference		518,149			(114,138)	632,286

Overtime	80+ hours		272,097			276,548	(4,451)