

A G E N D A

LINCOLNTON CITY COUNCIL

April 4, 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

April 4, 2019

7:00 p.m.

CALL TO ORDER – Mayor Ed Hatley

PLEDGE OF ALLEGIANCE

1. Approval of REGULAR AGENDA

2. Approval of CONSENT AGENDA

All items placed under 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 March 7, 2019 Regular Meeting

4. (R-11-19) Resolution adopting the 2019 General Records Schedule for Local Government Agencies – amending the City’s Records Retention and Disposition Schedule for Municipalities concerning when Administrative/Reference Value Ends in accordance with the NC Department of Cultural Resources

5. (R-12-19) Resolution to surplus LPD Office Richard Harrington’s Service Shot Gun and badge

6. Revisions to the Lincolnton Police Department Standard Operating Procedures – On Duty Fitness Program

REGULAR AGENDA:

PUBLIC HEARINGS

7. CUP-01-2019 – 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)

Laura Elam, Planning Director

PUBLIC HEARING
(O-01-2019)

8. Proposed amendments to the City's Code of Ordinances as follows:
Title VII: Traffic Code – Chapter 74: Traffic Schedules
Schedule VII – Speed Limits on City Maintained Streets
ADD: 25 MPH Speed Limit – Rock Creek Drive (from South Laurel to Tait Street)
Schedule X. No through Truck Traffic
ADD: Gaston Street (between Edwards St and Tait Street)

Rodney Jordan, Chief of Police

RESOLUTIONS
(R-13-19)

9. Resolution honoring the retirement of Debra Lyda – Account Billing Specialist – for 11 years of service (retirement date effective March 1, 2019)

Mayor Hatley

(R-14-19)

10. Resolution honoring Patrick King – Fire Inspector for 28 years of service to the City on his upcoming retirement May 1, 2019

Mayor Hatley

(R-15-19)

11. Resolution honoring Jimmy Gilbert – Electric Line Technician for 22 years of service to the City on his upcoming retirement May 1, 2019

Mayor Hatley

(R-16-19)

12. Resolution honoring Richard Harrington – Lincolnton Police Department , Master Police Officer for 13 years of service to the City on his upcoming retirement May 1, 2019

Mayor Hatley

PRESENTATION

- 13. Presentation of fund raising checks from Apple Drop to the following organizations -**
Christian Ministries – Mitzi Williams - \$ 900
Lincoln County Animals Program – Cats - Michelle Bernard and Hannah Beaver, LCAS Director - \$ 900
Mayor Hatley and
Laura Morris, Director of Community Relations
- 14. Presentation of Smart Meter Project**

David Ramsey, Business Services Manager

BUDGET AMENDMENT
(BA-02-19)

- 15. Budget Amendment – Smart Meter Project – Departmental Adjustments**

Steve Zickefoose, City Manager

CONTRACTS
(C-07-19)

- 16. Consideration of awarding contract to Carolina Trust Bank (low bidder) for financing at 3.0% for a seven year term for Smart Meter Project**

Steve Zickefoose, City Manager

(C-08-19)

- 17. Consideration of contract between the City and DDA for Antique Fest – October 12, 2019**

Betty Flohr, Executive Director of DDA

(C-09-19)

- 18. Consideration of contract between the City and East Coast Pyrotechnics for the 2019 Fireworks Display**

Richard Haynes, Assistant City Manager

CONTRACT
(C-10-19)

- 19. Consideration of the following agreements regarding the
Lincolnton-Lincoln County Airport**
- (a) 2019 Airport Operating Agreement**
 - (b) 2019 Proposed Revisions to House Bill 36**
 - (c) 2019 Joint Lease Agreement**
(Separate motions for each)

Steve Zickefoose, City Manager

OTHER BUSINESS

- 20. Overview of the Police Department K-9 Program**

Rodney Jordan, Police Chief

- 21. Update on Police Department Building Design**

Steve Zickefoose, City Manager

- 22. 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***

NEWS MEDIA

ADJOURNMENT

ITEM #

1

APPROVAL

OF

REGULAR

AGENDA

ITEM #

2

APPROVAL

OF

CONSENT

AGENDA

ITEM #

3

REGULAR MEETING - MARCH 7, 2019

The Mayor and City Council met in regular session on Thursday, March 7, 2019 at 7:00 p.m. 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

Councilwoman White made the motion unanimously approved the **REGULAR AGENDA**.

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

- Approved the minutes of the regular meeting held February 7, 2019
- Approved the following Call to Public Hearing for the April 4th City Council meeting:
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)

REGULAR AGENDA:

RECOGNITION OF LORIE MESSER, ACCOUNTING TECHNICIAN, FINANCE DEPARTMENT ON THIRTY YEARS OF SERVICE AND HER UPCOMING RETIREMENT ON APRIL 1, 2019:

(R-07-19)

Councilman Watson made the motion unanimously approved the following resolution honoring Lorie Messer on her upcoming retirement:

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

REGULAR MEETING - MARCH 7, 2019

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.

Mayor Hatley called Lorie forward and formally presented the resolution. He said, "Every time I have been around Lorie, in the course of City business, she has been pleasant and always smiling. I know she will be missed. I know I will miss her."

RESOLUTION REPEALING HOUSE BILL 64 RETURNING MUNICIPAL ELECTIONS TO ODD NUMBER YEARS IN LINCOLNTON:

(R-08-19)

Mayor Pro-Tem Marty Eaddy read aloud the following resolution to repeal House Bill 64, requesting the General Assembly consider changing Lincolnton's municipal elections back to odd numbered years, to be consistent with other municipalities:

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.

REGULAR MEETING - MARCH 7, 2019

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 candidate's 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.

This item generated much discussion. Councilman Jetton said, "Just a year ago we were trying to save money on the cost of elections, and we voted to move it to even numbered years. What has changed? Why do we want to change it?"

Councilman Watson said he feels municipal elections should be in odd numbered years, separate from national elections, so citizens can focus on local issues rather than national issues that are addressed in even numbered years.

After further discussion, Councilman Eaddy made the motion to approve the resolution as drafted and submit to our local representative to place on the General Assembly's agenda for possibly a bill that could be drafted to repeal current legislation, House Bill 64, moving Lincolnton's municipal elections back to even numbered years.

The motion passed by a three to one vote. Councilman Eaddy, White and Watson voted in favor, and Councilman Jetton voted no.

REGULAR MEETING - MARCH 7, 2019

RESOLUTION IN SUPPORT OF THE CURRENT ABC CONTROL SYSTEM FOR THE SALE OF LIQUOR:

(R-09-19)

Mayor Hatley requested that Council consider approving the following resolution in support of the current ABC Control System for the sale of liquor:

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

REGULAR MEETING - MARCH 7, 2019

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.

Councilman Eaddy made the motion unanimously approved to adopt the resolution as presented. Mayor Hatley asked that the City Clerk forward a copy to ABC Store Manager John Schrum and the Lincolnton ABC Board members.

RESOLUTION OF INTENT TO APPLY FOR A GRANT THROUGH NCLM THAT WOULD REQUIRE A CITY MATCHING FUNDS IN THE AMOUNT OF \$ 1875.00:

(R-10-18)

Ryan Heavner, Fire Chief, presented the following resolution that would be submitted with the grant application, if approved by City Council, for a potential grant from the North Carolina League of Municipalities:

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, THEREFORE 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.

Chief Heavner noted that funds are available in this year's budget to cover the match, \$ 1875.00, should the City be awarded this grant.

Councilman Jetton made the motion unanimously approved the resolution as presented.

REGULAR MEETING - MARCH 7, 2019

CONSIDERATION OF APPLICATIONS FOR APPOINTMENT TO THE LINCOLNTON HOUSING AUTHORITY (TO FILL THE UNEXPIRED TERM OF MARY FRANCES WHITE) - ONE APPOINTMENT AVAILABLE - TWO APPLICANTS **(APPT-01-19)**

Mayor Hatley called for nominations from the two applications received for the vacancy on the Lincolnton Housing Authority, Debra Ransom and Dustin Richardson.

Councilwoman White made the motion unanimously approved to appoint Debra Ransom to begin serving on the Lincolnton Housing Authority effective immediately. Ms. Ransom will serve through December 2019, filling the unexpired term of Mary Frances White. She then will be eligible for reappointment to begin her first three year term in January 2020, should Council choose to reappoint her.

CONSIDERATION OF RECYCLING CONTRACT BETWEEN THE CITY AND REPUBLIC SERVICES (PER TON BASIS) – THREE (3) YEAR CONTRACT:

(C-05-19)

Richard Haynes, Assistant City Manager, reviewed thoroughly the proposal from Republic Services to service the City picking up recycling. He recommended, as a cost saving measure, that glass be eliminated from the proposed contract (recycling waste stream) at a savings of \$ 5,000 per year.

He reviewed the recyclable processing as follows:

- 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 (listed acceptable items)
- Processing fee to be \$ 125.00 per ton
- 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 the City
- Quote for service is valid for 90 days
- Based upon a 36 or greater month exclusive materials 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.

Councilman Eaddy asked if Lincoln County was accepting glass. Ritchie said they are crushing it at the landfill.

REGULAR MEETING - MARCH 7, 2019

Councilman Watson confirmed with Ritchie that citizens will have to request a container; they will not automatically receive a recycle container.

Councilman Eaddy requested that the list of items that are acceptable be published on the City's webpage and other social media outlets.

After further discussion, Ritchie also confirmed that if a resident continually has a contaminant from items in their container, they will receive three warnings. After the third the City will discontinue their service for noncompliance. Councilman Watson ask for clarification on how this process would work. Ritchie said the first violation the resident would receive a door hangar. Second violation – they will receive a letter and the third violation the City will go get their recycle container.

Ritchie concluded recommending that Council enter into the agreement, eliminating glass from the contract, with Republic Services for a three year period.

Councilman Eaddy made the motion unanimously approved entering into the contract with Republic as recommended.

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)

(C-06-19)

Nathan Eurey, Recreation Director, reviewed the recent bid opening for the Betty G. Ross Park Expansion. He provided Council with a bid tabulation summary of companies who submitted bids for the project. He said the project budget is \$ 350,000. The lowest total bid was \$ 367,580.25. After review he recommended that City Council approve Carolina Metal Building, Incorporated as the low bidder up to \$ 350,000 for project costs and authorize negotiation of project items in order to stay within the \$ 350,000 budget. Nathan said he believes there are several areas of opportunity to reduce costs.

Nathan said monies are available for this project through a grant the City received from the State, for upgrades of a large ball field, which will allow the lifting and shifting of fields. A lot of sod work will be involved with this project.

Councilman Watson asked if the respective low bidder has been checked out. The City Manager said they were. Steve said "I do not want to compromise the project itself, but I do want to take a look at potential savings."

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Councilman Watson made the motion unanimously approved for the City to enter into a contract with Carolina Metal Building, Inc. not to exceed \$ 350,000 for the Betty G Ross Park expansion.

APPROVAL OF REVISIONS TO VARIOUS POLICIES AND PROCEDURES FOR PARKS & RECREATION DEPARTMENT:

Nathan Eurey, Recreation Director, reviewed several proposed revisions to policies and procedures for the following; William M Lentz Recreation Center, a Facility Use Application, which outlined the ID Card policy and ID Card form for the William M Lentz Recreation Center. The City Park Policies and Procedures; Betty G Ross Park Policies and Procedures. The Betty G Ross Park Canoe/Kayak Rules, the Observation/Fishing Pier Rules and policies and procedures, shelter rental fees and policies and procedures. Highland Drive Park policies and procedures, soccer/baseball/softball field and concession stand use. First Federal Park rules and procedures.

A hand out of each draft revision for each park was attached with proposed changes/revisions highlighted in red.

Councilman Watson asked Nathan if the Recreation Advisory Board was used to vet the proposed revisions. Nathan said he had intended to do that at the last Recreation Advisory Board meeting but he did not have good attendance at this meeting. He has emailed members copies of the proposed revisions and has not had feedback thus far.

After some discussion, Councilman Jetton made the motion unanimously approved the proposed revisions as presented and recommended by the Recreation Director.

NOTE: A copy of each revised policy is on file at the office of the Recreation Director and can be obtained for review upon request. Copies will be placed on the City's webpage to be easily accessed by the general public.

REGULAR MEETING - MARCH 7, 2019

MONTHLY FINANCIAL REPORT/OVERTIME REPORT:

Steve Zickefoose, City Manager, reviewed the following financial report:

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)
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REGULAR MEETING - MARCH 7, 2019

PUBLIC COMMENT:

James and Karres Lindsey, residents of 314 West Sycamore Street, spoke to Council about potential concerns with speeding on West Sycamore and High Street.

They ask Council to consider lowering the speed limit or installing speed tables or possible at stop sign at the intersection of West Sycamore and High Street. City Council members also expressed concerns of traffic speeding in that area. Mayor Hatley directed the Police Chief to research this matter and report back at a future Council meeting.

CLOSED SESSION:

Councilman Jetton made the motion unanimously approved to enter into in Closed Session in accordance with NCGS 143-318.11(a)(1)(5) to discuss Property Acquisition.

Councilwoman White made the motion unanimously approved to return to Regular Session.

Mayor Hatley reported that no action was taken in the closed session portion of the meeting.

City Council may consider potential property acquisition, in open session, during the upcoming Planning Retreat.

NEWS MEDIA:

Wayne Howard of the Lincoln Herald ask that Council consider lowering the computer monitors at the Council room dais, so that he can capture better pictures of Council members when items are discussed and votes taken on agenda items.

ADJOURNMENT:

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

DONNA C. FLOWERS, MMC
CITY CLERK

ED HATLEY
MAYOR

ITEM #

4

Donna Flowers

From: Bailey, Courtney [courtney.bailey@ncdcr.gov]
Sent: Friday, March 22, 2019 8:14 AM
To: City and County Clerks
Subject: RE: [clerks] Records Retention Schedule

The remaining standards of the 2012 Municipal schedule (those not included in the new General Schedule for Local Government Agencies) are still in effect:

- Airport Authority Records
- Animal Control and Shelter Records
- Building Inspection Records
- Emergency Services and Fire Department Records
- Fleet Maintenance Records
- Law Enforcement Records
- Parks and Recreation Records
- Planning and Zoning Records
- Public Housing and Redevelopment Commission
- Public Transportation Systems
- Public Utilities and Environmental Management Records
- Street Maintenance, Public Works, and Engineering
- Tax Records

These parts of the schedule are currently under review, and a new version of the Municipal schedule will be released January 2020. And a new schedule for Law Enforcement Agencies will be released January 2021. You can find the entire calendar of schedule updates [on our blog](#). If you'd like to be part of this process, please let us know.

Courtney Bailey
Records Analyst
Government Records Section
State Archives of North Carolina
(919) 814-6918

E-mail correspondence to and from this address may be subject to the North Carolina Public Records Law "NCGS.Ch.132" and may be disclosed to third parties by an authorized state official.

Donna Flowers

From: Sweitzer, Emily [Emily.Sweitzer@ncdcr.gov]
Sent: Thursday, January 17, 2019 2:58 PM
To: City and County Clerks
Subject: [clerks] New Retention Schedule Model for North Carolina Local Governments

Since 1960, when the State Archives of North Carolina (SANC) first published a retention schedule for county governments, SANC has updated local government records retention and disposition schedules as records, recordkeeping processes, and the laws governing local agencies have changed. Currently, SANC amends schedules when legal changes necessitate only a few records series to be updated, and full updates are postponed until recommended changes reach a critical mass. This approach to writing retention schedules is practical, but it results in different retention periods for the records commonly created by all local government agencies, depending on when a particular schedule was most recently updated. This can present challenges:

- Counties that have a centralized Records Management program cannot effectively create uniform retention policies that apply to all departments
- Employees who perform the same work in multiple agencies have to keep track of multiple retention schedules for their day-to-day records
- Agencies with a large quantity of unique, program-specific records may have to wait longer to receive current retention periods for their general office records because their schedules may take longer to update
- Certain County programs like Animal Control and GIS may have different retention periods for their records depending on where the county has located them administratively

To mitigate these challenges, the Government Records Section of the State Archives of North Carolina is transitioning the process for updating local records retention schedules to a new model.

General Records

While some local government records are specific to the mission of the agency that creates them (for example, a Sheriff's case files, or a Health Department's patient records), many of the records created on a daily basis (for example, payroll and personnel) are common to all government agencies. Under the new model, we will update all of these general records on an annual basis. This will also allow us to keep local records retention periods consistent with State records retention periods where applicable, creating greater consistency in records management for the State of North Carolina as a whole.

Records standards that will update on an annual basis include:

- Administration and Management Records
- Budget, Fiscal, and Payroll Records
- Geographic Information System (GIS) Records
- Information Technology Records
- Legal Records
- Personnel Records
- Public Relations Records
- Risk Management Records

Program Records

Most local government records retention schedules have a section titled "Program Records," which includes those records unique to the creating agency's mission. Retention schedules that don't have this section, such as the County Management and Municipal Schedules, still have sections of the schedule that apply to only one department (for example, Parks and Recreation records). These standards will update on a rotating cycle. We will also be updating Law

Enforcement Records on a rotating basis, for greater consistency between municipal police departments and sheriffs' offices. The current timetable for updating the program records standards is as follows:

- 2019 – Local Health Departments, Soil and Water Conservation Districts
- 2020 – Agricultural Extensions, County Management, Local Education Agencies, Municipalities, Regional Councils of Government, Tourism Development Authorities
- 2021 – County Social Service Agencies, County Veterans Services, Law Enforcement Agencies, Public Libraries, Public Transportation Systems and Authorities
- 2022 – Alcoholic Beverage Control Boards, County Boards of Elections, County Tax Administrations, Local Management Entities, DMH/DD/SAS Local Management Entities (LME), DMH/DD/SAS Provider Agencies
- 2023 – County Registers of Deeds, Land Use and Environmental Services Agencies, Public Hospitals, Water and Sewer Authorities and Sanitary Districts

What Does This Mean for You?

Beginning in 2019, *all* local records retention schedules will update on an annual basis. These annual updates will include any updates to the General Records Standards as well as any scheduled updates to the Program Records Standards. Updating the schedules in this fashion will create greater consistency among government agencies and will allow agencies with older schedules to use the most current retention periods for their general office records, even if their program records standards are not updated simultaneously. We are planning the first update on March 1, 2019. All subsequent updates will be issued on January 1 of each year.

Municipal clerks and clerks to other governing boards should be made aware of this change and plan to begin adopting the new retention schedules on an annual basis at the beginning of the calendar year.

While we update these schedules, we welcome feedback from general users and subject matter experts within your local government agency. We will be convening groups of stakeholders for all applicable program records standards during the calendar year prior to those schedules' updates. Once the drafts to these schedules are finalized, they will be posted on our website for feedback from all users.

What About Amendments?

Agencies that require localized amendments to their retention schedules are still welcome to request them from the Records Analysis Unit. If we determine that the requested change is a good practice for all agencies in North Carolina, we will then roll out that change on a statewide basis during the next annual update.

Most changes to the retention schedules that would have required an amendment in the past will now be implemented during the annual updates; however, when the laws governing a set of records change, we will still issue necessary amendments to the schedules even if they do not coincide with the annual update in January.

Questions?

Please contact Emily Sweitzer (Emily.Sweitzer@ncdcr.gov) or another records analyst if you have any questions about this transition. We look forward to working with you!

EMILY SWEITZER

Records Management Analyst

215 N. Blount St. | MSC 4615 | Raleigh, NC 27699

919 814 6910 *office*

919 715 3627 *fax*

Emily.Sweitzer@ncdcr.gov

Please note that my office phone number has changed, and update your contact information accordingly.

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 TO 1) ADOPT THE 2019 GENERAL RECORDS SCHEDULE FOR
LOCAL GOVERNMENT AGENCIES; 2) REAFFIRM THAT PORTIONS OF THE
PREVIOUSLY ADOPTED 2012 SCHEDULE ARE STILL IN EFFECT; AND 3) ADOPT
THE CITY OF LINCOLNTON'S RECORDS RETENTION AND DISPOSITION
SCHEDULE FOR MUNICIPALITIES CONCERNING WHEN
ADMINISTRATIVE/REFERENCE VALUE ENDS
(R-11-19)**

WHEREAS, the North Carolina Department of Natural and Cultural Resources, Division of Archives and Records, Government Records Section has published the General Records Schedule for Local Government Agencies, which supersedes parts of the Municipal Retention and Disposition Schedule which it is charged with issuing; and

WHEREAS, G.S. §121-5 and G.S. §132-3 require a municipality to approve the schedule in order to conduct routine disposal of records which must otherwise be retained without specific permission for disposal by the Division of Archives and Records; and

WHEREAS, the document attached to this Resolution is the form acknowledging the approval of the schedule as required by the Division of Archives and Records, Government Records Section; and

WHEREAS, to reduce the burden and costs of record retention and maintain efficient City records management, the City Council finds and determines that this Resolution should be approved; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LINCOLNTON THAT:

Resolution Records Retention Amendment
April 4, 2019
Page 2

The City of Lincoln 1) Adopts the General Records Schedule for Local Government Agencies; 2) Reaffirms that Portions of the Previously Adopted 2012 Schedule Are Still in Effect; and 3) Adopts the City of Lincoln's Records Retention and Disposition Schedule for Municipalities Concerning When Administrative/Reference Value Ends.

DONNA C. FLOWERS, MMC
CITY CLERK

ED HATLEY
MAYOR

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
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CITY ATTORNEY
Thomas J. Wilson, Jr.

RESOLUTION

(R-12-19)

WHEREAS, pursuant to G.S. 160A-265 the City of Lincolnton may dispose of personal property in the discretion of the City Council; and

WHEREAS, the City of Lincolnton has the following items of personal property issued to the below named City Police Officer:

Police Officer Richard E. Harrington – Model 870, Police Magnum Pump Shotgun
Serial # RS50375A and Patrol Badge

WHEREAS, the City Manager shall be authorized to dispose of the property by the direction of the City Council and in accordance with City policy will have \$ 250.00 (current value of the shotgun) deducted from the eligible monetary amount of \$ 300, with a remaining \$ 50.00 balance given to him upon retirement;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lincolnton that the above mentioned property become surplus and be presented to the above named retiree in honor of their tenure and dedication to the City of Lincolnton.

ADOPTED this the 4th day of April 2019.

Ed Hatley
Mayor

Attest:

Donna C. Flowers, MMC
City Clerk

CITY OF LINCOLNTON POLICE DEPARTMENT

RODNEY JORDAN • CHIEF OF POLICE



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

TO: Steve Zickefoose, City Manager
FROM: Chief R. Jordan *uj*
SUBJECT: Surplus of Handgun
DATE: March 20, 2019

The purpose of this memo is to seek permission from you and the Lincolnton City Council to surplus the "Remington" (**Model 870, Police Magnum Pump Shotgun, Serial Number RS50375A**) carried by Officer Richard Harrington to present to him upon his retirement from the Police Force. His projected retirement date is May 1, 2019. The value of the weapon in its current condition is \$250.00 which would be deducted from the \$300.00 he is allotted for his retirement per City Policy.

Your consideration in this matter is greatly appreciated.

Cc: Donna Flowers
Mayor Hatley
Members of Council

ITEM #

6

CITY OF LINCOLNTON POLICE DEPARTMENT

RODNEY JORDAN • CHIEF OF POLICE



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

March 25, 2019

The Purpose of this memorandum is to provide council with a copy of the Lincolnton Police Department's policy and procedures regarding on duty wellness and exercise program for review and approval. This has been an unwritten policy for a number of years. By having a formal written policy, we meet the requirements for a wellness program within a police department and the supervisors have more control of how the program is utilized. Council's consideration for approval of the policy is greatly appreciated.

PN
3-25-19

<i>Subject</i> On Duty Fitness Program		<i>Effective Date</i> May 1, 2019	<i>Policy #</i> 400-29
<i>Distribution</i> All Personnel	<i>Order Category</i> Operational Procedures	<i>Special Instructions</i>	

Department Policy

It is the policy of the Lincolnton Police Department to allow officers on-duty time to exercise/work-out in order to assist each officer can effectively perform the duties required of the position.

I. Discussion

- A. Progressive Police Administrators and Cities alike understand the importance of physical fitness programs for Law Enforcement Officers. Most Administrators now support and utilize policies that allow for officers to work out while on duty. These programs provide significant benefits to the individual employee, the department and city as a whole as well as the community in which they serve.
- B. All officers within the department must be able to demonstrate a proficiency in making arrest, running after fleeing suspects, ability to control a suspect physically once apprehended, be able to scale walls, etc. A complete list of officer abilities can be found within the department's job description.
- C. Numerous studies suggest that active officers who maintain a level of physical fitness have less injuries, less trips to the Doctor or emergency rooms and live longer lives in general. Some studies suggest that officers in good physical condition report less incidents of use of force. All this saves the city in health cost expense, lawyer fees for use of force suits and keeps more officers on the road with less illness.
- D. Departments that implement physical fitness programs tend to have healthier departmental personnel resulting in less time with out of work injuries and better overall moral and competency.

II. Procedures

- A. Officers wishing to utilize on duty time to work out at either the department or any approved facility within the city limits must first seek permission from the on duty supervisor. In determining whether or not to grant permission for the request, the supervisor should consider the following.
 - 1. Call volume and time of day.

2. How many Officers are on duty at any given time and the availability to respond to calls for service.
 3. The ability of the officer to have time to complete all tasks for the day
 4. The number of Officers requesting the time and the location of the training.
- B. Officer must at all times keep both their assigned radio and department issued cell phone close by in case of an emergency call.
- C. Officer must be able to respond to a call within a reasonable time frame of receiving the dispatch.
- D. No more than two Officers are allowed to work out at the same time from the same division. i.e. (two patrol and one detective or admin may work out at the same time provided they work in separate divisions within the department).
- E. Officers must drive their assigned department vehicle to the workout location and be ready and able to respond in an emergency situation.
- F. Officers are allowed no more than 60 minutes for working out during any normal work day. Exceptions may be made with the approval of the shift supervisor but the officer must deduct the extra time from any breaks.
- G. No Officer will be reimbursed or receive any pay for workout time during his or her off duty.
- H. This time is afforded the officer for workout purposes only. No Officer at any point will ever utilize this time for anything other than working out at an approved facility.

III. Officer Responsibility

- A. Must ensure his or her supervisor has approved the time allotted for the workout.
- B. Must ensure he or she adheres to all procedures above.
- C. Must ensure he or she responds to all radio traffic he or she may receive during the workout time.
- D. Ensure all workout locations are located within the incorporated City Limits.

On Duty Fitness Program

- E. Must return to active work immediately at the direction of the shift supervisor or in emergency situations.
- F. Ensure this time is being utilized strictly for working out and for no other reason.
- G. Any injury must be immediately reported to the supervisor.

IV. Supervisors Responsibility

- A. Ensure every Officer adheres to the procedures set out above.
- B. Ensure that adequate coverage is available for calls for service before allowing workout time for the officer.
- C. Ensure you know the location, time checked out and time checked back in of the on duty officer.
- D. Ensure any injury resulting from an on duty workout is reported to HR.
- E. Officers are highly encouraged to take part in the voluntary fitness program therefore not allowing an officer time to work out should be directly linked to one of the concerns outlined under the procedures. If an officer is denied the time, every effort should be made for an alternative workout time.

ITEM #

7

MEMO TO: Mayor and City Council Members

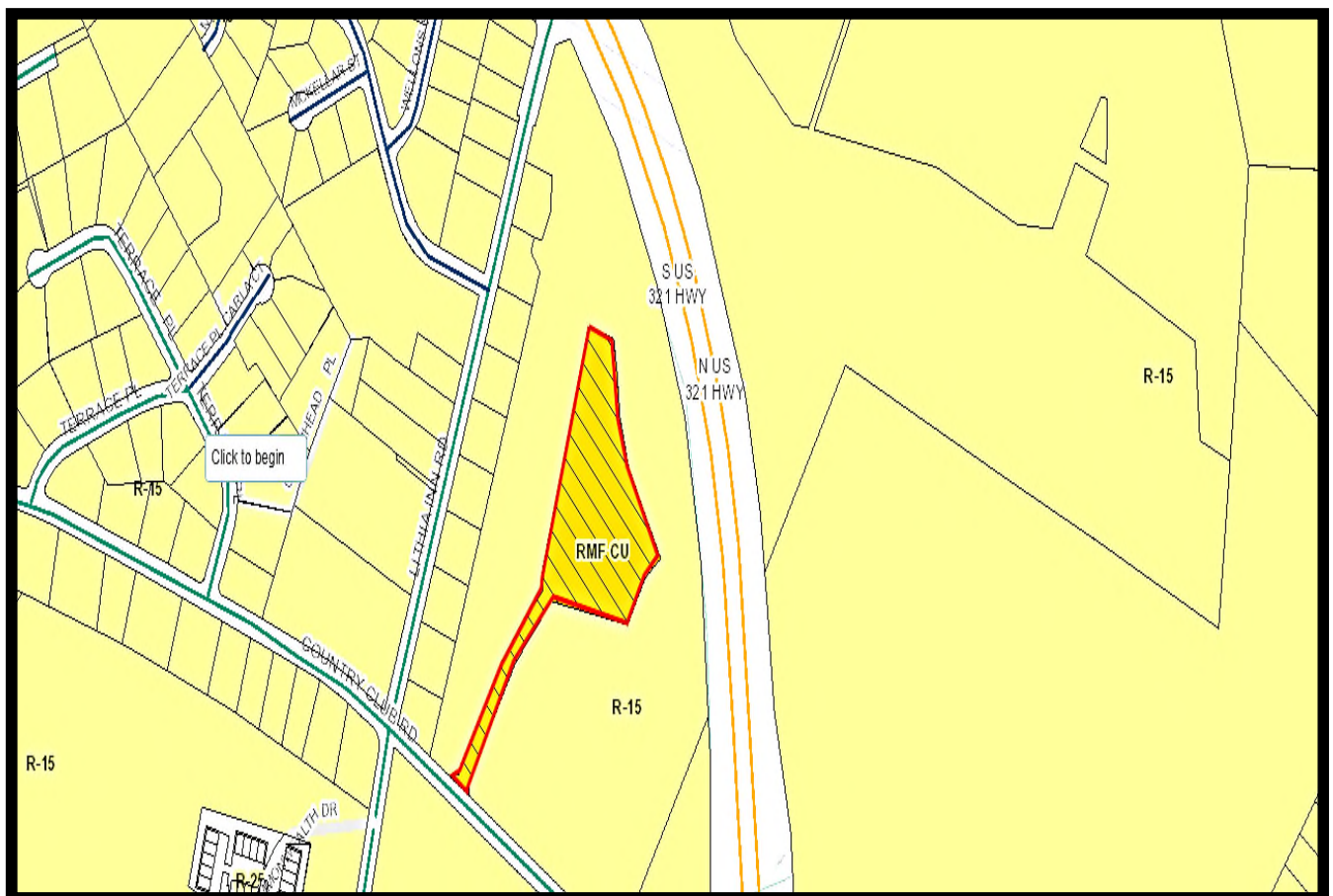
FROM: Laura Elam, Planning Director

SUBJECT: 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.

DATE: April 4, 2019

BACKGROUND

A conditional use permit was approved in 2006 for the development of a 33 unit condominium complex on an approximately 5.25 acre site at the Lincolnton Country Club. The property is located north of Country Club Road approximately 450 feet east of Lithia Inn Road and north of the existing driving range facility.





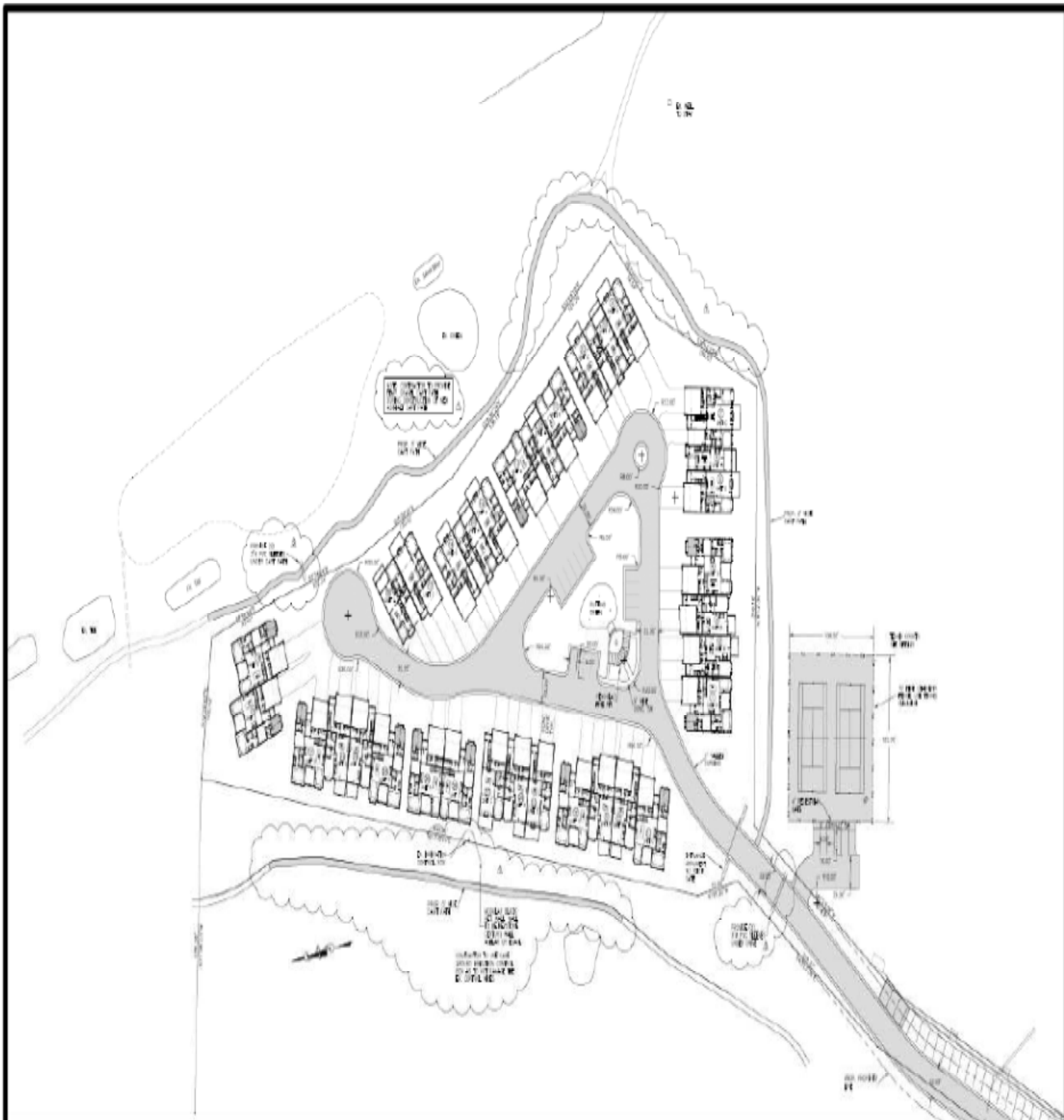


The Lincoln Unified Development Ordinance states that the applicant for a conditional use permit has a period of twenty-four (24) months from the date of the issuance of the conditional use permit to secure a building permit for the development. If the applicant fails to obtain a building permit within the time allowed, the Zoning Administrator is to notify the applicant of such finding, and within sixty (60) days, the Planning Board shall make a recommendation concerning rescinding or extending the conditional use permit to the City Council. The City Council, after having conducted a public hearing to consider the matter, may extend the life of the conditional use permit for a specified period of time.

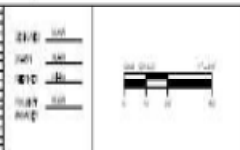
This permit has been renewed several times since the original approval in 2006.

ACTIONS BY APPLICANT SINCE 2017

Since the previous renewal in 2017, the Developer has submitted the below site plan for review and received site plan approval from the City last year. In addition, the County has approved erosion control plans and issued an erosion control permit. However, no building permits have been requested for the planned development.



	</		



WRIGHT & ASSOCIATES
ARCHITECTS
225 1ST AVE. SOUTH
CHARLOTTE, NC 28203
(704) 435-1915

Country Club Villas of Lincolnnton
FOR
Seven Eagles Building Group
2804 FAIRFIED ROAD PMS 327
CHARLOTTE, NC 28226

SITE PLAN	DATE: 10/18/11	
	JOB NO.: 10000001	
	1/8" = 1'-0"	POL: 10000001
	SCALE: 1/8" = 1'-0"	
REVISIONS:		

Seven Eagles Building Group indicates that they are interested in pursuing the development of the site but need more time and would like to extend the conditional use permit an additional two years. Their engineer indicates that they are intending to start development in approximately six (6) months.

PLANNING BOARD AND STAFF RECOMMENDATION

The applicant is not asking for any changes to the permit or the conditions attached to it by the City Council when the conditional use rezoning was approved originally in 2006. Planning Board and Staff recommend that the permit be extended for a period of two (2) years.

ITEM #

8

CITY OF LINCOLNTON

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



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

NOTICE

PUBLIC HEARING

Notice is hereby given that the a Public Hearing will be held for the City of Lincolnton on Thursday, April 4, 2019 at 7:00 p.m. in the Council Chambers of City Hall, located at 114 West Sycamore Street, concerning the following:

Proposed amendments to the City's Code of Ordinances as follows:

Title VII: Traffic Code – Chapter 74: Traffic Schedules
Schedule VII – Speed Limits on City Maintained Streets
ADD: 25 MPH Speed Limit – Rock Creek Drive (from South Laurel to Tait Street)
Schedule X. No through Truck Traffic
ADD: Gaston Street (between Edwards St and Tait Street)

Parties in interest and citizens shall have an opportunity to be heard and may obtain further information of the scheduled Public Hearing from the City Clerks Office, located on the second floor of City Hall, Monday through Friday 8:30 a.m. until 5:00 p.m.

ADVERTISE: Wednesday, March 20, 2019
Wednesday, March 27, 2019

ITEM #

9

CITY OF LINCOLNTON

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

R E S O L U T I O N of Appreciation for

DEBRA S. LYDA

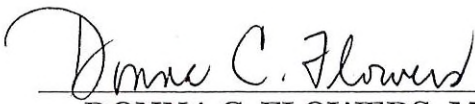
WHEREAS, *Debra S. Lyda*, has served the City of Lincolnton in the Utility Billing Department for eleven years. She began as a part time Customer Service Representative in 2006, and became full time with the City in 2007. She worked in various positions throughout her tenure, retiring as a Account Billing Specialist in March of this year; and

WHEREAS, *Debra S. Lyda*, has demonstrated great efficiency and commitment to her duties and responsibilities in the Utility Billing Department, assisting departmentally with the receipt of the Certificate of Achievement for Excellence in Financial Reporting. She identified a transfer process which revised and resulted in time savings within the department; and

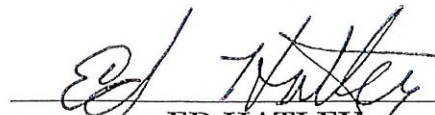
WHEREAS, *Debra S. Lyda*, along with Utility Billing and Finance Staff, assisted in upgrading 17 year old operations software in the Utility Billing Department in 2012, and then the very next year was instrumental in launching the City's on-line billing payment software;

NOW THEREFORE BE IT RESOLVED, that the governing body of the City of Lincolnton wishes to officially commend *Debra S. Lyda* for her valuable service rendered to the City and it's citizens. May congratulations and best wishes be extended as she begins the next chapter in her life.

Adopted and presented this the 4th day of April, 2019.



DONNA C. FLOWERS, MMC
CITY CLERK



ED HATLEY
MAYOR

ITEM #

10

CITY OF LINCOLNTON

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



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Steve Zickefoose, MBA
szickefoose@lincolntonnc.org
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CITY ATTORNEY
Thomas J. Wilson, Jr.

R E S O L U T I O N Of Appreciation For

P A T R I C K K I N G

WHEREAS, *Patrick King*, began his employment with the Lincolnton Fire Department July 17, 1990 as a Fire Control Specialist I; and

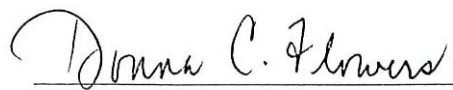
WHEREAS, *Patrick King*, rising through the ranks within the Fire Department earned the title of Fire Engineer, in 1996; and then in 2003 was promoted to Fire Inspector. He obtained his Level II Fire Instructor Certificate in 2001 and received his Level III Fire Inspector Certificate in 2007. He then became a certified Fire Arson Investigator through the Office of the State Fire Marshal in 2013; and

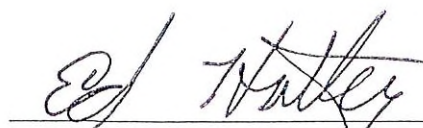
WHEREAS, *Patrick King*, is a member of the International Association of Arson Investigators, which is a group of individuals who conduct fire investigations and provides resources for training, research, and technology for fire investigators around the world; and

WHEREAS, *Patrick King*, has provided excellent Public Safety for our City throughout the various capacities in which he has served. Patrick was instrumental in obtaining grants through the Office of the State Fire Marshal that assisted in providing smoke detectors to the department which were made available to City residents, free of charge, assisting with fire protection and home safety in Lincolnton;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Lincolnton that appreciation be shown to *Patrick King* and best wishes be extended to him for continued success in all his future endeavors.

Adopted and presented this the 4th day of April, 2019.


DONNA C. FLOWERS, MMC
CITY CLERK


ED HATLEY
MAYOR

ITEM #

11

CITY OF LINCOLNTON

CITY COUNCIL
Ed L. Hatley, Mayor
Martin A. Eaddy, Mayor Pro-Tem
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Roby Jetton



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CITY ATTORNEY
Thomas J. Wilson, Jr.

RESOLUTION **Of Appreciation For**

JIMMY D. GILBERT

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, *Jimmy D. Gilbert*, has over twenty-nine years of experience in the field of electrical line work. He has served the City and its citizens well for twenty-two of those years, providing quality public safety throughout his employment; and

WHEREAS, *Jimmy D. Gilbert*, through ElectriCities of North Carolina completed level I & II of Lineman Career Advancement and attended a course in Advanced Underground training. Jimmy has served on the City's Safety Committee for fifteen years and assisted the electric utilities department in receiving safety awards for eight consecutive years; and

WHEREAS, *Jimmy D. Gilbert*, in his current role as Electric Line Technician is often a first responder during storms and other catastrophic events, working to make the scene safe for other public safety officials. As a lineman he works to keep electricity flowing, sometimes in very dangerous conditions, constructing and maintaining the energy infrastructure of the City of Lincolnton;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Lincolnton that appreciation be shown to *Jimmy D. Gilbert* honoring him on his upcoming retirement on May 1st and that we extend congratulations and best wishes to him for continued success in all his future endeavors.

Adopted and presented this the 4th day of April, 2019.


DONNA C. FLOWERS, MMC
CITY CLERK


ED HATLEY
MAYOR

ITEM #

12

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
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CITY CLERK
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CITY ATTORNEY
Thomas J. Wilson, Jr.

RESOLUTION **Of Appreciation For**

RICHARD E. HARRINGTON

WHEREAS, *Richard E. Harrington*, has served the City and its citizens for thirteen years, providing excellent public safety throughout his tenure, as well as in his current role as a Master Police Officer; and

WHEREAS, *Richard E. Harrington*, reflects professionalism serving as a role model, performing community service, protecting property and preserving the quality of life in the community; and

WHEREAS, *Richard E. Harrington*, was appointed as the departments Field Training Officer in 2010 and was responsible for familiarizing and guiding new officers with the duties of a Lincolnton Police Officer; and

WHEREAS, *Richard E. Harrington* was awarded Officer of the Year by the Lincolnton VFW in 2011 and received the Medal of Valor for recognition of his performance above and beyond the course of duty in 2018; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Lincolnton that appreciation be shown to *Richard E. Harrington* honoring him on his upcoming retirement on May 1st, 2019. May congratulations and best wishes be extended to him for continued success in all his future endeavors.

Adopted and presented this the 4th day of April 2019.


DONNA C. FLOWERS, MMC
CITY CLERK


ED HATLEY
MAYOR

ITEM #

13

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

ITEM #

14

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

ITEM #

15

CITY OF LINCOLNTON

CITY COUNCIL

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



CITY MANAGER

Steve Zickefoose, MBA
szickefoose@lincolntonnc.org

CITY CLERK

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

CITY ATTORNEY

Thomas J. Wilson, Jr..

(BA-02-19)

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

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

<u>DEPARTMENT NUMBER</u>	<u>DEPARTMENT DESCRIPTION</u>	<u>INCREASE</u>	<u>DECREASE</u>
4130	<u>FINANCE</u>	35,300.00	-
4280	<u>GENERAL EXPENSE</u>	-	(118,000.00)
4310	<u>POLICE</u>	15,000.00	-
4340	<u>FIRE</u>	16,100.00	-
4710	<u>SOLID WASTE</u>	77,000.00	
4910	<u>PLANNING & ZONING</u>	0.00	(66,000.00)
6100	<u>PARKS AND RECREATION</u>	40,600.00	-
		<u>184,000.00</u>	<u>(184,000.00)</u>

This will result in a net change of \$0.00 in the expenditures of the General Fund.

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

<u>DEPARTMENT NUMBER</u>	<u>DEPARTMENT DESCRIPTION</u>	<u>INCREASE</u>	<u>DECREASE</u>
7110	<u>DISTRIBUTION AND COLLECTION</u>	2,476,565.00	0.00
7120	<u>WASTEWATER TREATMENT PLANT</u>		(6,550.00)
		<u>2,476,565.00</u>	<u>(6,550.00)</u>

This will result in a net increase of \$2,470,015.00 in the expenditures of the Water & Sewer Fund.

<u>DEPARTMENT NUMBER</u>	<u>DEPARTMENT DESCRIPTION</u>	<u>INCREASE</u>	<u>DECREASE</u>
	<u>OTHER OPERATING REVENUE</u>	2,470,015.00	0.00
		<u>2,470,015.00</u>	<u>0.00</u>

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

Adopted this 4th day of April, 2019.

Donna C. Flowers
City Clerk

Ed L. Hatley
Mayor

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

ITEM #

16

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: Mayor and Council

FROM: Steve Zickefoose, City Manager

A handwritten signature in black ink that reads "Steve".

SUBJECT: Smart Meter Project

DATE: March 27, 2019

I am recommending that the City move forward with the Smart Meter Project. The installation process can take several months and we would like to get the project started in order to realize benefits of the program in the first quarter of the new budget year.

This project will improve our operational efficiency and capture lost revenue from inaccurate meters. Customers will benefit from leak detection notifications and also provide the ability to monitor real time usage.

The project cost is \$2,470,015. A breakdown of costs is included.

I am also recommending Carolina Trust Bank as the low bidder for financing at a rate of 3.0% for a seven year term. Tabulation of bids is included.

QUOTE



**Pricing for some of the products included in this quote may be impacted by Section 301 List 3: the proposed China tariff. In the event that the tariff is implemented, we will be forced to pass it on to the market. The actual price of these items may increase up to the rate of the tariff that is imposed. **

CUSTOMER NO	QUOTING BRANCH	QUOTE NO	QUOTE DATE	PAGE
208822	FORTILINE ROCK HILL	5827781	2/19/19	1

CUSTOMER	PROJECT INFORMATION
CITY OF LINCOLNTON PO BOX 617 LINCOLNTON, NC 28093	AMI FULL DEPLOYMENT AND INSTALL

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
** METERS AND HARDWARE **					
50	4000	EA	5/8X3/4 FLOWIQ 2250 METER USG	240.0000	960,000.00
80	1500	EA	1 FLOWIQ 2250 METER USG 10-3/4" LL AMI	380.0000	570,000.00
1570	1	EA	1-1/2" FLOWIQ 3250 METER USG	939.0000	939.00
110	200	EA	2"X17" FLOWIQ 3250 METER SS 17" LAY LENGTH 02C-01-D08H-8US	979.0000	195,800.00
140	1	EA	3" FLOWIQ 3250 METER USG	2,700.0000	2,700.00
180	100	EA	EXTERNAL ANTENNA F/PIT MOUNT 6.6' CABLE	40.0000	4,000.00
200	1	EA	READY CONVERTER US ADVANCED 6696200020	1,350.0000	1,350.00
230	1	EA	BLUETOOTH OPTICAL HEAD W/CHARGER 6696006	675.0000	675.00
260	2	EA	INFRARED OPTICAL READING HEAD W/USB PLUG 6699099	275.0000	550.00
300	3	EA	KAMSTRUP AMI RF COLLECTOR SET	12,500.0000	37,500.00

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date.
After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

CUSTOMER NO	JOB NAME	QUOTE NO	QUOTE DATE	PAGE
208822	AMI FULL DEPLOYMENT AND INSTALL	5827781	2/19/19	2

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
360	3	EA	NOTE: \$2500 DISCOUNT APPLIED PER COLLECTOR COLLECTOR INSTALLATION	3,250.0000	9,750.00
1610	5000	EA	BLK POLY LID F/MB-1 #40 NOTE: DIFFERENT BOXES AND ANCILLARY PARTS MAY BE NEEDED AND WILL BE DISCUSSED	16.0000	80,000.00
430	1	EA	** SOFTWARE AND SUPPORT ** LRG SYSTEM INTERFACE >800 MP NOTE: ONE-TIME FEE	2,800.0000	2,800.00
510	1	EA	READY AMI MANAGER SOFTWARE 5001-7500 METERING POINTS NOTE: ONE-TIME FEE, TIERED	28,784.0000	28,784.00
580	1	EA	AMI HOSTING UP TO 7500 PTS NOTE: ANNUAL FEE, TIERED	9,248.0000	9,248.00
630	1	EA	NETBUILD 5001-7500 MTR PTS NOTE: ONE-TIME FEE, TIERED	39,229.0000	39,229.00
680	1	EA	FORTILINE MTR PRJCT MANAGEMENT NOTE: ONE-TIME FEE NOTE: \$10K DISCOUNT APPLIED NOTE: MOBILIZATION FEE DISCOUNT APPLIED	10,000.0000	10,000.00
820	6000	EA	** METER INSTALL PRICING ** H20 SOFTWARE LICENSE FEE AND	2.0000	12,000.00

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date.
After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

CUSTOMER NO	JOB NAME	QUOTE NO	QUOTE DATE	PAGE
208822	AMI FULL DEPLOYMENT AND INSTALL	5827781	2/19/19	3

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
900	2	EA	IMPLEMENTATION PACKAGE NOTE: ONE-TIME FEE NOTE: NO ANNUAL SUPPORT FEE NEEDED PANASONIC TOUGHPAD NOTE: RENTAL ALSO AVAILABLE FOR \$200/MONTH PER CONSOLE	2,800.0000	5,600.00
970	4000	EA	3/4" METER INSTALL CHARGE	48.0000	192,000.00
990	1500	EA	1" METER INSTALL CHARGE	48.0000	72,000.00
1010	200	EA	2" METER INSTALL CHARGE	355.0000	71,000.00
1030	1	EA	3" METER INSTALL CHARGE	580.0000	580.00
1050	1	EA	4" METER INSTALL CHARGE	800.0000	800.00
1070	1	EA	6" METER INSTALL CHARGE	1,000.0000	1,000.00
1090	1	EA	RESIDENTIAL BOX REPLACEMENT	120.0000	120.00
ADD'L CHARGES IF NECESSARY - SPECIAL INSTALLATIONS ARE ANTICIPATED. THESE WOULD BE CLASSIFIED AS "EXTRA WORK" AND WOULD BE CHARGE \$110/HOUR OR ESTIMATE. WOULD BE IN ADDITION TO BASE METER INSTALLATION CHARGE AND DOES NOT INCLUDE PARTS AND MATERIALS - INSTALLATION OF JUMBO METER BOX FOR 1-1/2" OR 2" METERS IS \$200 - REPLACE 1-1/2" OR 2" METER OF NON-MATCHING LAY LENGTH OR CONNECTION TYPE. COULD BE IN ADDITION TO SETTER \$200 - REPLACE 5/8" STRAIGHT CONNECTION W/ YOKE BAR \$150 PLUS BOX REMOVAL IF REQUIRED - \$35 RETURN TO METER FEE IF DETERMINED EXTERNAL ANTENNA OR OTHER ADJUSTMENTS ARE NEEDED AFTER INITIAL INSTALL - WOULD PREFER TO AVOID HARD SURFACES, CONCRETE, AND/OR ASPHALT. WOULD RETURN TO UTILITY (RTU) NOTE: UTILITY RESPONSIBLE FOR PLASTIC LIDS, ANDROID DEVICES, AND DATA PLAN CHARGES					
				Subtotal:	2,308,425.00
				Tax:	161,589.75
				Bid Total:	2,470,014.75

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date.

After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

Smart Meter Project- Loan Bids 7 Yr Terms \$2,470,015

	Rate	Issuance Cost	Total Loan	Payment
Government Capital	3.161%	\$ 38,902.50	\$ 2,508,902.50	\$ 405,141.75
Carolina Trust Bank	3.000%	\$ 500.00	\$ 2,470,515.00	\$ 396,533.35
Peoples Bank	3.05%	0	\$ 2,470,015.00	\$ 397,403.58

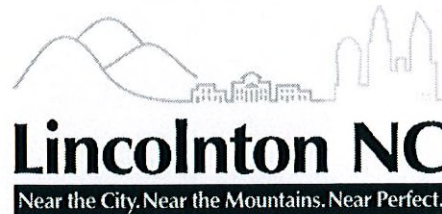
ITEM #

17



City of Lincolnton

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



Special Event Permit for: ANTIQUES VINTAGE MARKET DAY

Day/Date/Time: SAT 10/12/19 10A-4p

Departmental Review & Approval

FIRE DEPARTMENT

Name of official: Brent H. Smith Date: 1-29-19 Approved: ☒ Yes ☐ No

Conditions:

POLICE DEPARTMENT

Name of official: [Signature] Date: 1-29-19 Approved: ☒ Yes ☐ No

Conditions:

PUBLIC WORKS

Name of official: [Signature] Date: 1/29/19 Approved: ☒ Yes ☐ No

Conditions:

PARKS AND RECREATION

Name of official: [Signature] Date: 1/29/19 Approved: ☒ Yes ☐ No

Conditions:

EVENTS & FACILITIES

Name of official: [Signature] Date: 1/29/19 Approved: ☒ Yes ☐ No

Conditions:

NOTES:

From: noreply@civicplus.com
Sent: Wednesday, January 2, 2019 11:48 AM
To: Richard Haynes; Laura Morris; Julie L. Holbrooks; Shelby Barkley
Subject: Online Form Submittal: Special Event Permit Application

Follow Up Flag: Follow up
Flag Status: Flagged

Special Event Permit Application

Step 1

Important Information

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

Special Event Application

Name of Event: Lincolnton Antique & Vintage Market Day

Name of Agency/Organization: Downtown Development Association

Event Date and Time 10/12/2019 10:00 AM - 10/12/2019 4:00 PM

Non-Profit 501.C3 Tax ID #: 56-1699362

Type of Event Public Gathering (Festival, Concert)

Brief description of the event	Vendors selling vintage and antiques along with food trucks and a farmer's market area with pumpkins
Set-up Date and Time?	10/12/2019 6:00 AM - 10/12/2019 8:00 AM
Breakdown Date and Time?	10/12/2019 4:00 PM - 10/12/2019 5:30 PM
Exact Location of Event (be specific, list streets to be closed)	100 and 200 blocks on Main Street as well as Academy Street
A poll of downtown merchants impacted by street closure(s) indicating their support or non-support of the event is required for approval consideration.	
Number supporting:	21
Number opposed:	0
Please add this to the community calendar listings	Yes
Please add this event to the Police Department's outdoor sign	Yes
Estimated Attendance	
Number of Participants	30
Number of Spectators	999
Description of assistance requested from Lincolnton City Departments	
Police	<i>Field not completed.</i>
Fire	<i>Field not completed.</i>
Sanitation	<i>Field not completed.</i>
Streets	<i>Field not completed.</i>
Electric	<i>Field not completed.</i>
Water/Sewer	<i>Field not completed.</i>
Parks	<i>Field not completed.</i>
Primary Contact Person	
First Name	Betty

Last Name	Flohr
Email	BLTEN123@gmail.com
Phone	336-624-8463
Address	1916 Old Farm Road
City/State/Zip	Lincolnton, NC 28092
Secondary Contact Person	
First Name	Tommy
Last Name	Huskey
Email	citizensprinkler@bellsouth.net
Phone	980-429-0776
Address	405 North Poplar Street
City/State/Zip	Lincolnton, NC 28092
Please answer the following questions completely in order to have your application properly processed.	
Will this event be using a sound system?	No
Will there be amplified sound, loud speakers, music, etc. causing a potential noise concern?	No
If yes to either question above, please specify:	<i>Field not completed.</i>
Are electrical outlets required for this event?	No
If yes, please specify anticipated electrical use and load	<i>Field not completed.</i>
Will this event require trashcan roll-outs?	Yes
How many trashcans do you anticipate needing?	<i>Field not completed.</i>
Will tents, canopies,	Yes

tension-membrane
structures, trailers,
inflatable/air supported
devices, fending,
scaffolding, etc. be
involved in this event?

If yes, please specify: Vendors will supply their own tents for sun coverage

Will alcohol be provided,
served, or sold at this
event?

Yes

If yes, please specify: DDA will serve wine and beer at this event

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

ABC Permit Number: *Field not completed.*

Will this event impede
the flow of traffic or
require that streets be
blocked?

Yes

If yes, will the entire
width of the street be
necessary for this event?

Yes

Will there be vehicles in
this event?

No

How many? *Field not completed.*

Types of vehicles (cars,
trucks, tractors, floats,
golf carts, bicycles,
motorcycles, etc.)

Field not completed.

Will there be any
cooking, food heating
devices, etc. used for this
event?

Yes

Specify Food vendors will be cooking/heating food within their truck
area.

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

Will there be fire hazard materials at this event?	No
Specify	<i>Field not completed.</i>
Will admission be charged and/or will there be booths/vendors selling items/services?	Yes
Will you have a first aid station?	No
Will animals be used in this event?	No
Specify	<i>Field not completed.</i>
No animals are allowed at events unless being used in the event as specified above. This does not apply to service animals. Animals brought by spectators/ participants as pets are not allowed.	
Will children under the age of 18 be involved in this event?	Yes
Is this event covered by liability insurance?	Yes
Attach liability insurance certificate:	<i>Field not completed.</i>
You will be required to provide liability insurance coverage for this event in the minimum amount of \$1,000,000 per occurrence and the City of Lincolnton must be named as an also insured party. This is generally a rider on your organization's existing liability insurance, not a separate special event insurance policy. Proof of insurance coverage must be provided prior to the event or activity and any special event permit approval is conditional pending proof of liability insurance coverage. ***The City of Lincolnton is not responsible for providing liability insurance for this event.	
Where is the exact location of the event assembly area?	In the 100 and 200 block of Main Street
Where is the disassembly area?	In the 100 and 200 block of Main Street
Attach a map indicating the event area including street closures, barricade locations, etc. For parade events indicate staging area, start/end points, streets traveled. You may attach multiple files if necessary.	

Attach files here: *Field not completed.*

Add any other description or notes on event area and location information. *Field not completed.*

Printed Name/ Signature Betty Flohr

Date 1/2/2019

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

Lincolnton Antique & Vintage Market Day 2019

CONTRACT

**STATE OF NORTH CAROLINA
COUNTY OF LINCOLN**

THIS CONTRACT AND AGREEMENT made and entered into on this the 4th day of April, 2019, by and between **THE DOWNTOWN DEVELOPMENT ASSOCIATION OF LINCOLNTON, INC.**, a corporation existing and doing business under the laws of the State of North Carolina, party of the first part, (hereinafter referred to as DDA), and the **CITY OF LINCOLNTON**, a municipal corporation created and existing under the laws of the State of North Carolina, party of the second part, (hereinafter referred to as CITY);

W I T N E S S E T H:

The parties to this Contract hereby recite and declare that:

- a. Section 131.01 of the Code of Ordinances of the City of Lincolnton was so amended by the Lincolnton City Council at its regular meeting on April 4th, 2002 to allow the City to authorize and regulate the possession and consumption of malt beverages and unfortified wine on the public streets, alleys, and parking lots which have been temporarily closed to regular traffic for special events.
- b. The DDA is the sponsor, promoter, and operator of the event known as the “Lincolnton Antique & Vintage Market Day” event, which will be staged in downtown Lincolnton on Saturday October 12, 2019.
- c. At the request of the DDA, the City Council agreed, subject to the provisions and conditions hereinafter set forth, to allow the DDA to administer the sale and sampling of malt beverages, unfortified wine and distilled spirits to the public within the designated event area between Court Square and Poplar Street at designated location(s) and to supervise and monitor the consumption of said alcoholic beverages at and during the “Lincolnton Antique & Vintage Market Day” event in downtown Lincolnton in 2019 between the hours of 10am to 4pm.

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

I.

That in accordance with and subject to the terms and conditions herein set forth, the DDA is authorized to administer the sale and sampling of malt beverages, unfortified wine and distilled spirits to the public at its “Lincolnton Antique & Vintage Market Day” event on Saturday October 12, 2019.

II.

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

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

That DDA will not sell or allow the consumption of any alcoholic beverage before 10:00 a.m. or after 4:00 p.m. on the day of the event.

III.

That DDA hereby agrees to indemnify and hold the City and its employees harmless from any claims, causes of action, loss or injury resulting from the sale and sampling of alcoholic beverages and subsequent consumption thereof by the public at the “Lincolnton Antique & Vintage Market Day” event. That DDA agrees to defend the City against any such claims of loss or injury filed against the City.

IV.

That DDA will obtain and pay for liability insurance coverage (in an amount satisfactory to the City) for itself and the City as a result of the sale of alcoholic beverages on the streets of the City during the “Lincolnton Antique & Vintage Market Day” event. That DDA will promptly provide a copy of said insurance policy (ies) to the City. All policies will designate the City as a named insured.

V.

That the City reserves the exclusive right to modify, cancel, and rescind this Contract at any time hereafter if, in its sole discretion, the sale and consumption of alcoholic beverages at any “Lincolnton Antique & Vintage Market Day” event results in problems that are detrimental to the health, welfare, or well-being of the City or its citizens.

VI.

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

VII.

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

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

DOWNTOWN DEVELOPMENT ASSOCIATION OF LINCOLNTON, INC.

By: _____
Tommy Huskey, Chairman

Attest:

Betty Flohr, Executive Director

CITY OF LINCOLNTON

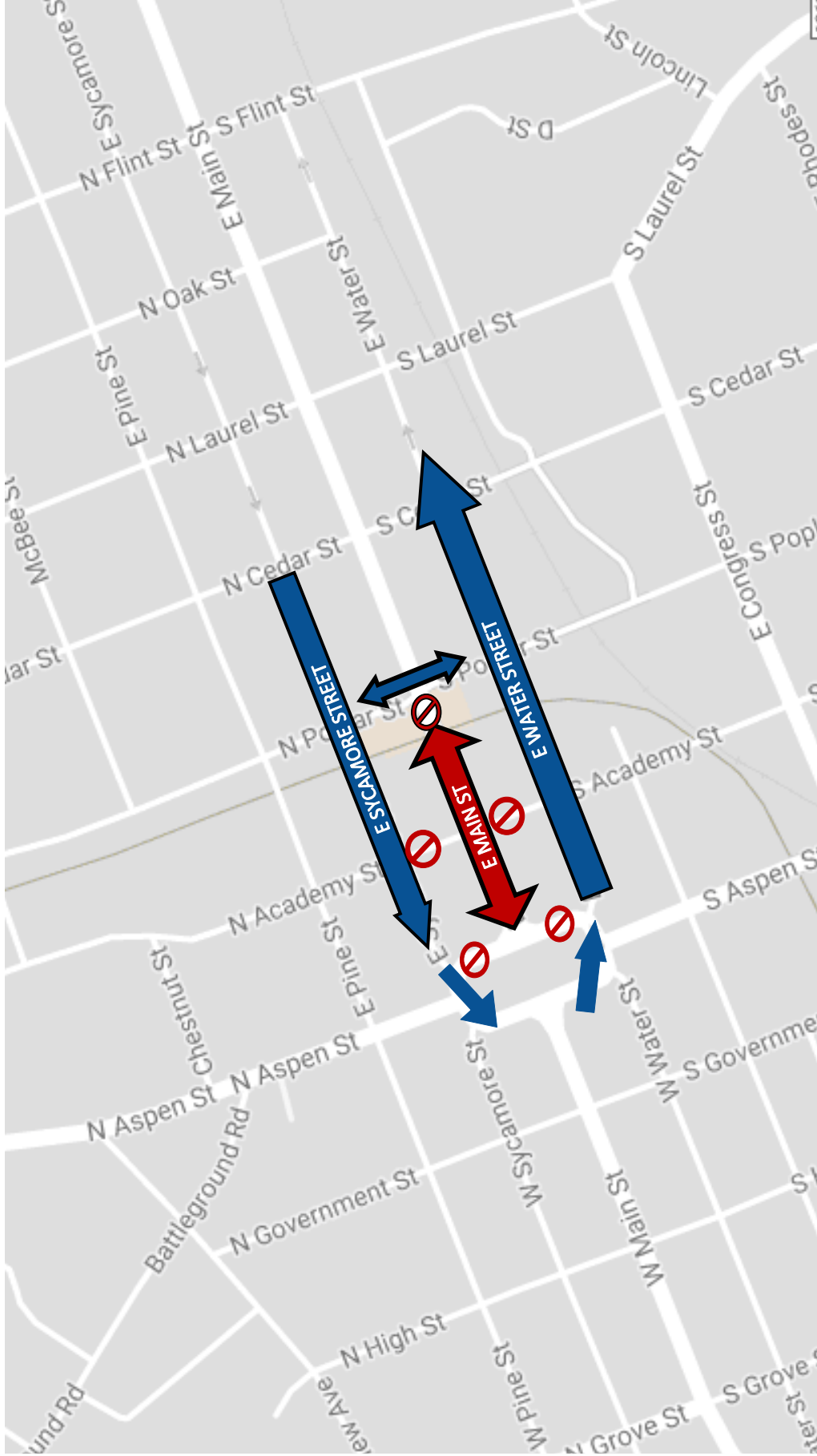
By: _____
Ed Hatley, Mayor

Attest:

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

2019 Antique & Vintage Market Day

Saturday, 10/12/19, 10a-5p



Set-up Start: 8:00am
Break-down Finish: 6:00pm



ITEM #

18



March 7, 2019

Ms. Donna Flowers
City of Lincolnton
P.O. Box 617
Lincolnton, NC 28093

Dear Ms. Flowers:

Thank you for your continued interest in East Coast Pyrotechnics.

Enclosed, please find a display outline, and contract for your review. Keep in mind that this proposal represents a complete turnkey display. East Coast will provide all necessary material, qualified technicians and 5 million dollars liability insurance coverage. In addition, we will work with the local authorities to secure the required discharge permit.

The proposed display package will contain the same high quality special effect and brilliant color effect materials as displayed during previous events. Please note that show design is similar to 2018 and will be all aerial, no small caliber devices.

If the proposed display meets your approval, please return the enclosed contract to secure your 2019 event.

If you should have any questions, please do not hesitate to contact me at (800) 238-5114 or joel@eastcoastpyro.com at anytime.

As always, I look forward to the opportunity to be of service.

Sincerely,

Joel Matthews
Event Producer

City of Lincolnton
July 4th, 2019
\$11,500.00 Proposal Synopsis

Opening

3 – 3” Silver Titanium Salutes with Rising Tails

Body

100 – 3” Caliber Shells

120 – 4” Caliber Shells

85 – 5” Caliber Shells

20 – 6” Caliber Shells

Grand Finale

36 Shot -- 2 ½” Assorted Color Peony & Salutes with 36 Rising Tails

50 – 3” Assorted Color Dahlia & Crown Shells

60 – 3” Variegated Color Peony & Chrysanthemum Shells

30 – 3” Silver Titanium Salutes with Rising Silver Tails

Suggested Duration: 15 minutes

EAST COAST PYROTECHNICS, INC.
AGREEMENT

This contract entered in this 7th of March A.D. **2019** by and between EAST COAST PYROTECHNICS, INC. of Catawba, S.C. and City of Lincolnton (customer) of City Lincolnton State NC.

WITNESSETH: EAST COAST PYROTECHNICS, INC. for and in consideration of the terms hereinafter mentioned, agrees to furnish to the CUSTOMER one (1) Fireworks Display(s) as per agreement made and accepted and made a part hereof, including the services of our Operator to take charge of and fire display under the supervision and direction of the Customer, said display to be given on the evening of July 4, 2019 Customer Initial _____, weather permitting, it being understood that should inclement weather prevent the giving of this display on the date mentioned herein the parties shall agree to a mutually convenient alternate date, within six (6) months of the original display date. Customer shall remit to the first party an additional 15% of the total contract price or additional expenses in presenting the display on an alternate date. The determination to cancel the show because of inclement or unsafe weather conditions shall rest within the sole discretion of EAST COAST PYROTECHNICS, INC. In the event the customer does not choose to reschedule another date or cannot agree to a mutually convenient date, EAST COAST PYROTECHNICS, INC. shall be entitled to 40% of the contract price for costs, damages and expenses. If the fireworks exhibition is cancelled by CUSTOMER prior to the display, CUSTOMER shall be responsible for and shall pay EAST COAST PYROTECHNICS, INC. on demand, all EAST COAST PYROTECHNICS, INC.'s out of pocket expenses incurred in preparation for the show including but not limited to, material purchases, preparation and design costs, deposits, licenses, and employee charges.

EAST COAST PYROTECHNICS, INC. agrees to furnish all necessary fireworks display materials and personnel for fireworks display in accordance with the program approved by the parties. Quantities and varieties of products in the program are approximate. After final design, exact specifications will be supplied upon request. EAST COAST PYROTECHNICS, INC. enters this agreement contingent upon its ability to secure delivery of product for the display.

It is further agreed and understood that the CUSTOMER is to pay EAST COAST PYROTECHNICS, INC. the sum of **\$11,500.00 (50% Deposit due upon invoice)**. A service fee of 1 ½% per month shall be added if account is not paid in full within 30 days of the show date.

EAST COAST PYROTECHNICS, INC. will obtain Commercial Liability and Property Damage and Workers Compensation insurance. Certificate of Insurance will be provided prior to the event. All the entities listed on the Certificate of Insurance will be deemed as an additional insured per this contract. Customer will provide the following items:

- (a) Sufficient area for the display, including a minimum spectator set back of 420 ft at all points from the discharge area.
- (b) Protection of the display area by roping-off or similar facility.
- (c) Adequate police protection to prevent spectators from entering display area.
- (d) Search of the fallout area at first light following a nighttime display.

It is further agreed and mutually understood that nothing in this contract shall be constructed or interpreted to mean a partnership, both parties being hereto responsible for their separate and individual debts and obligations, and neither party shall be responsible for any agreements not stipulated in this contract. Customer agrees to pay any and all collection costs, including reasonable attorney's fees and court costs incurred by EAST COAST PYROTECHNICS, INC. in the collection or attempted collections of any amount due under this agreement and invoice. Signor of this contract personally guarantees full payment of this agreement.

The parties hereto do mutually and severally guarantee terms, conditions, and payments of this contract, these articles to be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

EAST COAST PYROTECHNICS, INC.

By _____

Date Signed: March 7, 2019

Joel Matthews

PO Box 209

Catawba, SC 29704

P803-789-5733

F803-789-6440

joel@eastcoastpyro.com

CUSTOMER

By _____

It is duly authorized agent, who represents he/she has full authority to bind the Customer

Date Signed: _____

(Please Type or Print)

Name: _____

Address: _____

Phone: _____

Email: _____

Billing Email: _____

ITEM #

19

Donna Flowers

From: Steven Zickefoose
Sent: Friday, March 15, 2019 5:31 PM
To: Donna Flowers; Daphne Ingram
Subject: FW: Meeting Concerning Airport
Attachments: 2019 airport operating agreement.final.docx; House bill 36 2019 revisions.docx; Leasev2.docx

Please add the following documents to April agenda for the Airport. FAA is requiring City to sign since we are still part owner. These have no impact on the financial agreement made November 2018 between the City and County.

From: Joshua Grant [mailto:jgrant@lincolncounty.org]
Sent: Friday, March 15, 2019 5:16 PM
To: Steven Zickefoose
Subject: RE: Meeting Concerning Airport

Here is the email again since we seem to be having some problems.

JOSHUA L. GRANT

OFFICE OF THE COUNTY MANAGER

Lincoln County, NC

704.736.8489



Re forwarding from the other day since this never came through. Thanks

JOSHUA L. GRANT

OFFICE OF THE COUNTY MANAGER

Lincoln County, NC

704.736.8489



From: Joshua Grant [mailto:jgrant@lincolncounty.org]
Sent: Wednesday, March 13, 2019 8:08 PM
To: Steven Zickefoose <stevezickefoose@ci.lincolnton.nc.us>
Cc: Kelly Atkins <katkins@lincolncounty.org>; wIdeaton@deatonlegal.net
Subject: Airport Documents

Steve,

Good evening. I have attached the 3 documents that the County Commissioners approved as had been discussed per the FAA conference call back in January that you attended. As a party to the Lease, Operations & Management Agreement and Revised Legislation the City's Council will also need to approve. If preferable to you, that can be by resolution or simply voting on the agreements as written. If you'll let me know once that has taken place, I'll be glad to get original copies over to you for signature by the Mayor.

The agreement from November 2018 still stands between the City and County. These attached documents simply requires the City's approval and signature because the City will remain a sponsor and part landowner under what the FAA has directed per that conference call.

Let me know if you have any questions.

Best regards,
JLG

Joshua L. Grant
OFFICE OF THE COUNTY MANAGER
LINCOLN COUNTY, NC

From: Steven Zickefoose [mailto:stevezickefoose@ci.lincolnton.nc.us]
Sent: Friday, March 15, 2019 5:13 PM
To: Joshua Grant <jgrant@lincolncounty.org>
Subject: RE: Meeting Concerning Airport

test

From: Joshua Grant [mailto:jgrant@lincolncounty.org]
Sent: Tuesday, January 08, 2019 12:48 PM
To: dtw@kandwlaw.com
Cc: 'Wesley Deaton - County Attorney'; 'Jacob Glass'; Steven Zickefoose; 'Deanna Rios'; 'Kelly Atkins'; 'Joe Tate'; 'Pat Turney'; 'Tom Anderson'
Subject: RE: Meeting Concerning Airport

Mr. Wulfhorst,

Good afternoon.

Thank you for your note. In past communication with the FAA, when Joe and I spoke to them along with several others on the call, they gave us a definitive answer to those questions. Hopefully, we can discuss those more tomorrow just before the call. It will be interesting to see if the answers have changed on the FAA side. Ideally, we'd probably need more than 15 minutes to discuss prior to the conference call. As for the lease, I'm not sure that it has ever been completely clear as to whether such a lease document does or does not meet the definition of "clear title" to the property which is a requirement under the grant assurances to be able to receive federal aviation dollars.

I have an entire file on this that will hopefully make it a bit easier on everyone tomorrow.

Best regards,
JLG

Joshua L. Grant

Office of the County Manager

Lincoln County, NC

704.736.8489



From: Todd Wulfhorst [<mailto:dtw@kandwlaw.com>]

Sent: Tuesday, January 08, 2019 10:36 AM

To: 'Joshua Grant' <jgrant@lincolncounty.org>

Cc: 'Wesley Deaton - County Attorney' <wdeaton@deatonlegal.net>; 'Jacob Glass' <jglass@deatonlegal.net>; 'Steven Zickefoose' <stevezickefoose@ci.lincolnton.nc.us>; 'Deanna Rios' <drios@lincolncounty.org>; 'Kelly Atkins' <katkins@lincolncounty.org>; 'Joe Tate' <jetate@lincolncounty.org>; 'Pat Turney' <pturney@tbeclt.com>; 'Tom Anderson' <tande4834@bellsouth.net>

Subject: RE: Meeting Concerning Airport

I have finally spoken the Heather Haney with the FAA. She has agreed to a phone call tomorrow at 2:15 where we can ask the status. Presently, as of this morning she has not heard from "headquarters" concerning the existing lease between the City/County and Authority.

I hope that we are prepared at 2 pm with the questions we would like to ask her, the foremost being who does the FAA have listed as the sponsor for the Lincolnton-Lincoln County Airport. Should that answer be some entity other than the Airport Authority, the second question is whether or not it is necessary to initiate the 18 month sponsorship application process.

Thanks

Todd

From: Joshua Grant [<mailto:jgrant@lincolncounty.org>]

Sent: Thursday, January 03, 2019 10:47 AM

To: dtw@kandwlaw.com

Cc: Wesley Deaton - County Attorney; 'Jacob Glass'; Steven Zickefoose; Deanna Rios; 'Kelly Atkins'; 'Joe Tate'; 'Pat Turney'; 'Tom Anderson'

Subject: Meeting Concerning Airport

Mr. Wulfhorst,

Good morning and Happy New Year!

I just wanted to check in and ensure that we are still scheduled to meet with everyone on January 9th? Have you been successful in contacting the FAA to discuss the various items?

Best regards,
JLG

Joshua L. Grant

Office of the County Manager

Lincoln County, NC



DISCLAIMER: Pursuant to the Freedom of Information-Privacy Acts (FOIPA) and North Carolina General Statutes Chapter 132, Public Records, this electronic mail message and any attachments hereto, as well as any electronic mail message(s) sent in response to it may be considered public record and as such subject to request and review by anyone at any time.

DISCLAIMER: Pursuant to the Freedom of Information-Privacy Acts (FOIPA) and North Carolina General Statutes Chapter 132, Public Records, this electronic mail message and any attachments hereto, as well as any electronic mail message(s) sent in response to it may be considered public record and as such subject to request and review by anyone at any time.

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(a)

STATE OF NORTH CAROLINA
COUNTY OF LINCOLN

AIRPORT OPERATING AGREEMENT

THIS AGREEMENT, made effective the ____ day of _____, 2019, is by and between the CITY OF LINCOLNTON, NORTH CAROLINA, (hereinafter referred to as "City"), the COUNTY OF LINCOLN, NORTH CAROLINA, (hereinafter referred to as "County" and together with the City as the "Sponsors"); and the LINCOLNTON-LINCOLN COUNTY AIRPORT AUTHORITY, (hereinafter referred to as "Airport Authority").

WITNESSETH:

WHEREAS, both the City and the County have previously determined that it is in the best interest of the citizens of the City and the County for the Lincolnton-Lincoln County Airport (hereafter, the "Airport") to be maintained, operated, regulated and improved by a semi-autonomous board composed of citizens and residents of both the City and County, created pursuant to Article 20 of Chapter 160A of the General Statutes of North Carolina;

NOW, THEREFORE, the City and the County do contract and agree as follows:

1. TERM. The Term of this Agreement shall be for a period of twenty (20) years, commencing on the ____ day of _____, 2019, and continuing until midnight on the ____ day of _____, 2039. The City and County shall have the right and option to renew this Agreement for an additional period of twenty (20) years under the same terms and conditions as herein set forth upon the mutual agreement of said parties.
2. ORGANIZATION OF THE AIRPORT AUTHORITY. The Organization of the Authority shall be as set out in S.L. 1996-10es2, as amended by local legislation contained in 2017 Session Law 2017-104 and in 2019 Session Law _____ copies of which are attached hereto as Exhibit "A" (collectively referred to, as may be further amended from time to time, as the "Local Legislation").
3. PERSONNEL. The Airport Authority may employ persons as necessary for the operation of the airport, and such persons shall be deemed employees of the Airport Authority and shall work at the direction of and under the supervision of the Airport Manager as hereinafter provided. Eligible employees may be included in the North Carolina Local Government Employees Retirement System as provided in Article 3 of Chapter 128 of the General Statutes of North Carolina. The Airport Authority shall adopt personnel rules and procedures which shall be in accordance with applicable local, state and federal statutes and relevant case law.
4. POWERS AND DUTIES OF AIRPORT AUTHORITY. The Airport Authority shall have those powers and duties ascribed to it by the Local Legislation.
5. POWERS AND DUTIES OF AIRPORT MANAGER. The Airport Manager shall be the administrative head of the Airport Authority personnel. The Manager shall serve at the pleasure

of the Airport Authority. The Manager shall, with the approval of the Airport Authority, employ personnel to fill positions allocated by the Airport Authority. The Manager shall implement the personnel rules and regulations adopted by the Airport Authority. The Manager shall have the responsibility of enforcing said personnel rules and regulations by disciplinary action against and/or discharge of employees found by said Manager to be in violation of said rules and regulations. The Manager may make recommendations to the Airport Authority from time to time concerning position allocations. The Manager shall make reports to the Airport Authority from time to time as required by the Airport Authority. The Manager shall be responsible for the daily operation of the Lincoln-Lincoln County Airport, under the supervision of the Airport Authority. The Manager shall be empowered to enforce the rules and regulations of the airport and to take actions as necessary to secure payment of monies due the airport from rentals, sales, fees or other sources.

6. **AUTHORITY TO ACT AS AGENT.** Pursuant to 14 CFR 151.33, the County and City each, jointly and severally, authorize the Airport Authority apply for federal grants and to accept, on behalf of the County and the City, offers made pursuant to 14 CFR 151.29 et seq. The Airport Authority may unilaterally accept, on behalf of the County and the City, any grant that requires no more than a \$50,000.00 contribution from the Sponsors. Notwithstanding the foregoing grant of agency, the Airport Authority may not bind the Sponsors to pay more than \$100,000.00 in total contributions in any one fiscal year. Both limitations above may be increased upon the approval of the County's Board of Commissioners and the City's Council.

7. **EXISTING CONTRACTS.** As provided elsewhere in the Agreement, existing contracts and/or agreements to which the City or County is a party at the time of the effective date of this Agreement and which concern use of the Lincoln-Lincoln County Airport shall be assumed by the Airport Authority after the effective date of this Agreement until the expiration of said contracts and/or agreements, or until the Airport Authority as assignee of the City and County would no longer be required by law to perform thereunder, whichever occurs sooner. The Airport Authority is hereby expressly made the assignee of the City and County of all such contracts and/or agreements and as such is vested with all rights and responsibilities that the City and County has thereunder as of the effective date of this Agreement, subject to the approval of any party or parties to said contracts and/or agreements whose approval may be required.

8. **LEASE OF AIRPORT PROPERTY.** The City and the County by the ratification of this Agreement do as lessors hereby agree to lease to the Airport Authority as lessee those tracts of land which comprise the Airport property, pursuant to that Lease Agreement attached hereto as Exhibit "B" (the "Lease Agreement").

Said Lease Agreement shall be duly executed, and a memorandum of said Lease Agreement may be recorded in the records of the Lincoln County Register of Deeds.

9. **BUDGET PROCESS.** The Airport Authority shall instruct the Airport Manager to prepare an annual budget in accordance with the City and County budgetary policies and procedures. Said budget shall be presented to the Airport Authority on or before February 15 of each year. The Airport Authority shall review and approve the proposed budget and submit it to the City and County Finance Directors on or before March 30 of each year for inclusion in the City's and

County's annual budget process. The City and County may exercise budgetary discipline by declining to fund expenditures which cannot be funded by operating revenues from the Airport Authority budget. The Airport Authority shall operate in accordance with the Local Government Budget and Fiscal Control Act, found in Article 3 of Chapter 159 of the General Statutes of North Carolina, subject to such limitations as may be set forth herein. The Airport Authority shall comply with the terms of this Agreement; provided that wherever a conflict may exist between the terms of this Agreement and any provisions of said Act which are mandatory and not directory, such mandatory provisions of said Act shall Control. The Airport Authority shall notify the City Council and the County Commission prior to entering into indebtedness as required by and in accordance with said Budget and Fiscal Control Act.

10. **ASSUMPTION OF INDEBTEDNESS; DISTRIBUTION OF PROCEEDS.** In the event that the Lincolnton-Lincoln County Airport shall cease to be used for aeronautical purposes or if this Agreement shall be terminated as herein provided, or rendered null and void by a court decree, statutory law or otherwise, the County shall assume any indebtedness of the Airport Authority which may have arisen by virtue of the assumption by the Airport Authority of indebtedness of the County, or which indebtedness may have arisen after the execution of this Agreement under the terms of this Agreement. In the event that the Lincolnton-Lincoln County Airport shall cease to be used for aeronautical purposes, or if this Agreement shall be terminated as herein provided, or rendered null and void by a Court decree, statutory law otherwise, all funds and revenues in the possession of and owned by the Airport Authority or owing to the Airport Authority in the form of accounts receivables or otherwise shall be conveyed, transferred and assigned to the County.

11. **AVIATION ENTERPRISE FUND.** All revenues from and expenditures for the operation of the Lincolnton-Lincoln County Airport shall be accounted for in accordance with the provisions of Chapter 159 of the North Carolina General Statutes and within the constraints of the City's and the County's annual budget ordinance. Said Aviation Enterprise Fund shall be permitted to accrue fund balances from year to year in accordance with the long-range fiscal plans of the Airport Authority. Provided also, that funds appropriated by the City and County for aeronautical use by the Airport Authority shall become part of the Aviation Enterprise Fund and thereby any unspent funds for any fiscal year would remain in the Fund for future use by the Airport Authority as part of its long-range fiscal plans.

12. **REPORTS.** The Airport Authority shall maintain and promptly transmit to the governing bodies of the City and County such reports, records and minutes and/or other information or data as may be requested by either of said governing bodies, or both. The County and the City shall have the right at reasonable times, during normal business hours, to examine and inspect the records required under this paragraph, and to make copies thereof.

13. **AIRPORT AUTHORITY EMPLOYEE BENEFITS.** The Airport Authority shall be responsible for all employee benefits, including but not limited to, health insurance, workers compensation, and any retirement benefits, for all Airport Authority employees. Any employee previously receiving benefits from the County or City shall stop receiving such benefits by July 1, 2020.

14. INDEMNIFICATION. The Airport Authority and Airport Manager shall indemnify, defend and hold the County and City Harmless from and against all claims, liabilities, costs and expenses, including attorney fees, arising out of or in any manner related to the Airport Authority or Airport Manager's activities at the Airport or performance under this Agreement.

15. TAXES. In the event that the Airport Authority may now or at any time in the future be liable for the payment of any ad valorem taxes on property leased by it from the City and County, the Airport Authority shall pay said taxes as levied to the governing body levying same.

16. AMENDMENT. This Agreement may be amended at any time by a document in writing executed by all parties hereto; provided, however, that such change does not conflict with the terms of that legislation attached hereto as Exhibit "A," as may subsequently be amended.

17. TERMINATION. This Agreement may be terminated at any time by mutual agreement of the City and County or by either of them by giving 365 days' notice to the other, and to the Airport Authority. In the event this Agreement is not terminated on or before _____, 2039 the term of this Agreement shall continue thereafter on a year-to-year basis, subject to the right of either the City or the County during any such year term to terminate the same, by giving the other party and the Airport Authority prior written notice prior to the end of the then current year term.

IN WITNESS WHEREOF, the parties hereto have caused the due execution of this Agreement following due approval thereof by the City Council and behalf of the City and by the Board of the County Commissioners on behalf of the County.

ATTEST:

CITY OF LINCOLNTON

City Clerk

By: _____
Mayor

(SEAL)

ATTEST:

COUNTY OF LINCOLN

Clerk of the Board

By: _____
Chairman, Board of Commissioners

(SEAL)

ATTEST:

AIRPORT AUTHORITY

Notary Public

By: _____
Chairman

(SEAL)

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Date: _____

Airport Authority Director of Finance

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Date: _____

City of Lincolnton Director of Finance

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Date: _____

Lincoln County Director of Finance

Approved as to form and legality this ____ day of _____, _____

CITY OF LINCOLNTON

COUNTY OF LINCOLN

By: _____
City Attorney

County Attorney

EXHIBIT “A”
(Legislation)

EXHIBIT “B”
(Lease)

(b)

GENERAL ASSEMBLY OF NORTH CAROLINA

SECOND EXTRA SESSION 1996

RATIFIED BILL

CHAPTER 10

HOUSE BILL XX

**AN AMENDMENT TO AN ACT TO ENABLE THE ~~COUNTRY~~ COUNTY OF
LINCOLN AND THE CITY OF LINCOLNTON TO ESTABLISH AN AIRPORT
AUTHORITY FOR THE MAINTENANCE ~~AND OPERATION~~ OF AIRPORT
FACILITIES IN THE COUNTY.**

RECITALS

1) WHEREAS, House Bill 36, as established in 1996, created the Lincolnton-Lincoln County Airport Authority; and

2) WHEREAS, Part IV of Senate Bill 8, as established in 2017, amended House Bill 36; and

3) WHEREAS, Session Law 1996-10-es2 and Part IV of Senate Bill 8 are now deleted and in lieu thereof is inserted the following.

The General Assembly of North Carolina enacts:

Section 1. There is hereby created the “Lincolnton-Lincoln County ~~Regional~~ Airport Authority” (for brevity hereinafter referred to as the “Airport Authority”), which shall be a body both corporate and politic, having the powers and jurisdiction hereinafter enumerated and such other and addition powers as shall be conferred upon it by general law and future acts of the General Assembly.

Sec. 2. The Airport Authority shall consist of five members, four of whom shall be appointed to staggered three-year terms by the Lincoln County Board of Commissioners and one of whom shall be appointed to a staggered three-year term by the Lincolnton City Council. The member appointed by the Lincolnton City Council shall be a qualified voter of the City of Lincolnton. At least one member appointed by the Lincoln County Board of Commissioners shall be a qualified voter of the City of Lincolnton. All four members appointed by the Lincoln County Board of Commissioners shall be qualified voters of the County of Lincoln. Each member shall take and subscribe before the Clerk of Superior Court of Lincoln County an oath of office and file the same

with the Lincoln County Board of Commissioners and the Lincolnton City Council. No member of the ~~Airport~~ Authority ~~Board~~ shall serve more than two consecutive term limits. The Chairman of the ~~Board~~ ~~Airport Authority~~ shall be annually designated by Lincoln County.

Sec. 3. The Airport Authority may adopt suitable bylaws for its management. The members of the Airport Authority shall receive compensation, per diem, or otherwise as the Lincolnton City Council or the Lincoln County Board of Commissioners from time to time determines and be paid their actual traveling expenses incurred in transacting the business and at the instance of the Airport Authority.

Sec. 4. (a) The Airport Authority shall constitute a body, both corporate and politic, and shall have the following powers and authority:

- (1) To purchase, acquire, establish, construct, own, control, lease, equip, improve, maintain, operate, and regulate airports and landing fields for the use of airplanes and other aircraft within the limits of the County and for this purpose to purchase, improve, own, hold, lease, or operate real or personal property.
- (2) To sue and be sued in the name of the Airport Authority, to make contracts and hold any personal property necessary for the exercise of the powers of the Airport Authority, and acquire by purchase, lease, or otherwise any existing lease, leasehold right, or other interest in any existing airport located in the County.
- (3) To charge and collect reasonable and adequate fees and rents for the use of airport property or for services rendered in the operation of the airport.
- (4) To make all reasonable rules and regulations it deems necessary for the proper maintenance, use, operation, and control of the airport and provide penalties for the violation of these rules and regulations; provided, the rules and regulations and schedules of fees not be in conflict with the laws of North Carolina and the regulations of the Federal Aviation Administration. The Airport Authority may administer and enforce any airport zoning regulations adopted by the City of Lincolnton or the County of Lincoln.
- (5) To issue bonds pursuant to Article 5 of Chapter 159 of the General Statutes.
- (6) To sell, lease, or otherwise dispose of any property, real or personal, belonging to the Airport Authority, according to the procedures described in Article 12 of the Chapter 160A of the General Statutes, but no sale of real property shall be made without the approval of the Lincoln County Board of Commissioners and the Lincolnton City Council.

- (7) To purchase any insurance that the Federal Aviation Administration or the Airport Authority shall deem necessary. The Airport Authority shall be responsible for any and all insurance claims or liabilities.
- (8) To deposit or invest and reinvest any of its funds as provided by the Local Government Finance Act, as it may be amended from time to time, for the deposit or investment of unit funds.
- (9) To purchase any of its outstanding bonds or notes.
- (10) To operate, own, lease, control, regulate, or grant to others, for a period not to exceed ~~25~~ 50 years, the right to operate on any airport premises restaurants, snack bars, vending machines, food and beverage dispensing outlets, rental car services, catering services, novelty shops, insurance sales, advertising media, merchandising outlets, motels, hotels, barber shops, automobile parking and storage facilities, automobile service establishments, and all other types of facilities as may be directly or indirectly related to the maintenance and furnishing to the general public of a complete air terminal installation.
- (11) To contract with persons, firms, or corporations for terms not to exceed ~~25~~ 50 years, for the operation of airline-scheduled passenger and freight flights, nonscheduled flights, and any other airplane activities not inconsistent with the grant agreements under which the airport property is held.
- (12) To erect and construct buildings, hangars, shops, and other improvements and facilities, not inconsistent with or in violation of the agreements applicable to and the grants under which the real property of the airport is held; to lease these improvements and facilities for a term or terms not to exceed ~~25~~ 50 years; to borrow money for use in making and paying for these improvements and facilities, secured by and on the credit only of the lease agreements in respect to these improvements and facilities, and to pledge and assign the leases and lease agreements as security for the authorized loans.
- (13) Subject to the limitations set out in this act, to have all the same power and authority granted to cities and counties pursuant to Chapter 63 of the General Statutes, Aeronautics.
- (14) To have a corporate seal, which may be altered at will.
 - (b) The Airport Authority shall possess the same exemptions in respect to payment of taxes and license fees and be eligible for sales and use tax refunds to the same extent as provided for municipal corporations by the laws of the State of North Carolina.

Sec. 5. The Airport Authority may apply for federal ~~and state~~ grants and accept, on behalf of the County and the City, offers made pursuant to 14 CFR 151.29 et seq. The Airport Authority may unilaterally accept, on behalf of the County and the City, any grant that requires no more than a \$50,000.00 contribution from the County and the City. Notwithstanding the foregoing grant of agency, the Airport Authority may not bind the County and the City to pay more than \$100,000.00 in total contributions in any one fiscal year. Both limitations above may be increased upon the approval of the County's Board of Commissioners and the City's ~~Counsel Council~~.

Sec. 6. The Airport Authority may acquire from the City and the County, by agreement with the City and County, and the City and County may grant and convey, either by gift or for such consideration as the City and County may deem wise, any real or personal property which it now owns or may hereafter acquire, including nontax monies, and which may be necessary for the construction, operation, and maintenance of any airport located in the County.

Sec. 7. Any lands acquired, owned, controlled, or occupied by the Airport Authority shall be, and are declared to be acquired, owned, controlled, and occupied for a public purpose.

Sec. 8. Private property needed by the Airport Authority for any airport, landing field, or as facilities of an airport or landing field may be acquired by gift or devise, or may be acquired by private purchase or by the exercise of eminent domain pursuant to Chapter 40A of the General Statutes.

Sec. 9. The Airport Authority shall make an annual report to the Lincoln County Board of Commissioners and the Lincoln City Council setting forth in detail the operations and transactions conducted by it pursuant to this act. The Airport Authority shall not have the power to pledge the credit of Lincoln County or the City of Lincoln, or any subdivision thereof, or to impose any obligation on Lincoln County or the City of Lincoln, or any of their subdivisions, except for the limited purposes of acting as an agent of the City and County as provided herein pursuant to 14 CFR 151.29 et seq.

Sec. 10. Subject to the limitations as set out in this act, all rights and powers given and granted to counties or municipalities by general law, which may now be in effect or enacted in the future relating to the development, regulation, and control of municipal airports and the regulation of aircraft are vested in the Airport Authority. The Lincoln County Board of Commissioners or the Lincoln City Council may delegate their powers under these acts to the Airport Authority, and the Airport Authority shall have concurrent rights with Lincoln County and the City of Lincoln to control, regulate, and provide for the development of aviation in Lincoln County.

Sec. 11. The Airport Authority may contract with and accept grants from the Federal Aviation Administration, the State of North Carolina, or any of the agencies or representatives of either of said governmental bodies relating to the purchase of land and

air easements and to the grading, constructing, equipping, improving, maintaining, or operating of an airport or its facilities or both.

Sec. 12. The Airport Authority may employ any agents, engineers, attorneys, and other persons whose services may be deemed by the Airport Authority to be necessary and useful in carrying out the provisions of Sections 1 through 11 of this act.

Sec. 13. The Lincoln County Board of Commissioners or the Lincolnton City Council may appropriate funds derived from any source including ad valorem taxes to carry out the provisions of this act in any proportion or upon any basis as may be determined by the Lincoln County Board of Commissioners or the Lincolnton City Council.

Sec. 14. The Airport Authority may expend the funds that are appropriated by the County and City for joint airport purposes and may pledge the credit of the Airport Authority to the extent of the appropriated funds.

Sec. 15. The Airport Authority and Chairman shall elect from among its members, officers at its initial meeting and then annually thereafter. A majority of the Airport Authority shall control its decisions. Each member of the Airport Authority, including the chair, shall have one vote. The Airport Authority shall meet at the places and times designated by the chair.

Sec. 16. If any one or more sections, clauses, sentences, or parts of this act shall be adjudged invalid, such judgment shall not affect, impair, or invalidate the remaining provisions thereof, but shall be confined in its operation to the specific provisions held invalid, and the inapplicability or invalidity of any section, clause, sentence, or part of this act in one or more instances or circumstances shall not be taken to affect or prejudice in any way its applicability or validity in any other instance.

Sec. 17. The airport operated by the Lincolnton-Lincoln County Airport **Regional** Authority shall be hereafter known as the "Lincolnton-Lincoln County **Regional** Airport.

Sec. 18. The airfield of the Lincolnton-Lincoln County **Regional** Airport shall be hereafter known as the "David E. Lowe Airfield.

Sec. 19. This act continues the existence of the Airport Authority as first established in 1996 via Session Law 1996-10-es2.

Sec. 20. This act is effective upon ratification.

In the General Assembly read three times and ratified this the ____ day of _____, 2019.

President of the Senate

Speaker of the House of Representatives

(c)

NORTH CAROLINA

LEASE

LINCOLN COUNTY

THIS AGREEMENT, made this ____ day of _____, 2019, by and between the **CITY OF LINCOLNTON**, (hereinafter referred to as "City"), a municipality created pursuant to the laws of the State of North Carolina and the **COUNTY OF LINCOLN**, a political subdivision and body politic of the State of North Carolina, (hereinafter referred to as "County" and together with the City as the "Lessors"), and the **LINCOLNTON-LINCOLN COUNTY AIRPORT AUTHORITY** created by an act of the General Assembly, (hereinafter called the Lessee).

W I T N E S S E T H:

That Whereas, the Lessors own and operate the airport in Ironton Township, Lincoln County, North Carolina (herein referred to as "Airport"), and

Whereas, by Act of the General Assembly of North Carolina, an authority was created to acquire, establish, construct, own, lease and operate Airport and such authority is known as the Lincolnton-Lincoln County Airport Authority, and

Whereas, Lessors and Lessee had previously entered into an Amendment to Lease dated April 4, 2005 (the "Amended Lease"), and

Whereas, Lessee desires to amend and restate the Amended Lease with respect to said land and improvements upon the terms and conditions hereinafter stated.

NOW, THEREFORE, the Lessors do hereby demise and lease unto the Lessee, and the Lessee does hereby hire and take from the Lessors for the term and upon the rentals hereinafter specified, the premises situate in the County of Lincoln, State of North Carolina, and described as follows:

BEING all those lands and improvements set out on **EXHIBIT A** hereto attached and by reference thereto incorporated herein as fully as if copied herein in full.

It is agreed that any other lands acquired by the Lessors during the term of this demise for airport purposes shall be included and added to and held by the Lessee under the terms of this Lease.

upon the following terms and none other:

1. TERM. The term of this demise shall be for 20 years beginning on the ____ day of _____, 2019, and ending on the ____ day of _____, 2039.

2. RENTAL. The rent for the demised premises, which Lessee hereby agrees to pay shall be \$2.00 per year, payable in advance, \$1.00 of which shall be paid to the City of Lincoln, and \$1.00 of which shall be paid to the County of Lincoln.

3. DELIVERY AT END OF LEASE. The said Lessee agrees to deliver up to the said Lessors the said premises at the expiration of this lease in good order and condition, and to make good all damages to said premises, usual wear and tear and damage by the elements excepted, and also to remain liable for rent until all the premises, with keys to the same, are returned to said Lessor in like good order and no demand or notice of such delivery shall be necessary.

4. DEFAULT BY LESSEE: Lessor shall have the right, at the option of Lessor, to annul this lease, upon ten days written notice to the Lessee, and to thereupon re-enter and take possession of the said premises, upon the happening of any one or more of the following events:

(a) In the event the Lessee should fail to pay any annual installments of rent, as and when the same become due and such default should continue for 30 days after written demand for the payment thereof is made by the Lessor upon Lessee.

(b) In the event a petition in bankruptcy is filed by or against the Lessee and such petition is not dismissed within thirty days from the filing thereof, or the Lessee is adjudged a bankrupt.

(c) In the event the Lessee, before the expiration of said term, and without the written consent of the Lessor, vacates said premises or abandons the possession thereof or uses the same for purposes other than the purposes for which the same are hereby let, or ceases to use said premises for the purposes herein expressed.

(d) In the event an execution or other legal process is levied upon the goods, furniture, effects or other property of the Lessee brought on said premises, or upon the interest of Lessee in this lease, and the same is not satisfied or dismissed within ten days from such levy.

(e) In the event the Lessee violates any other terms, conditions or covenants on the part of the Lessee herein contained and fails to commence and to proceed with diligence and dispatch to remedy the same within ten days after written notice thereof is given by Lessor to Lessee.

(f) In the event the premises ceased to be used as a public airport or for aeronautical purposes.

5. AUTHORITY TO ACT AS AGENT. Pursuant to 14 CFR 151.33, the County and City each, jointly and severally, authorize the Airport Authority apply for federal grants and to accept, on behalf of the County and the City, offers made pursuant to 14 CFR 151.29 et seq. The Airport Authority may unilaterally accept, on behalf of the County and the City, any grant that requires no more than a \$50,000.00 contribution from

the Sponsors. Notwithstanding the foregoing grant of agency, the Airport Authority may not bind the Sponsors to pay more than \$100,000.00 in total contributions in any one fiscal year. Both limitations above may be increased upon the approval of the County's Board of Commissioners and the City's Council.

6. PROTECTION FROM VIOLATIONS. The Lessee agrees to save and hold the Lessors harmless from violations of the laws of the United States and the laws and ordinances of the State, County and City wherein the premises is located. Lessee also will comply at all times and in all respects with all the laws relating to operation of an airport and particularly those laws which apply to nondiscrimination.

Lessee agrees for itself, its successors and assigns, as a part of the consideration hereof, no person shall be excluded from participating in, denied the benefit of or be otherwise subjected to discrimination in the use of the airport's facilities because of his or her race, color, sex or natural origin.

7. REPAIRS BY LESSORS. The demised premises are being leased "WHERE IS AND AS IS," and the Lessors shall have no further responsibility of any kind, sort or nature to make any repairs to the demised premises during the term of this Lease. It is agreed the Lessors have made no warranties, either expressed or implied, in connection with the condition of the property.

8. REPAIRS, MAINTENANCE, ETC. BY LESSEE. Lessee covenants and agrees to keep and maintain the leased premises in good condition and repair during the lease term.

9. INSPECTION BY LESSOR. Lessor reserves the right to visit and inspect the leased premises at all reasonable times during the term of this lease.

10. FIRE CLAUSE. In the event of damage or casualty of any part of the leased premises, it shall be replaced or repaired by the Lessee in an amount equal to Lessee's insurance. All insurance proceeds received by reason of any such damage or destruction shall be applied to such replacement or repair. Lessee shall be responsible for restoring the leased premises to the condition prior to such damage or destruction. The Lessors shall have no responsibility or liability to restore or repair the damaged premises during the term of this lease.

11. INDEMNIFICATION OF LESSORS. It is an expressed condition of this Agreement that except where caused solely by its negligence, the Lessors, City or County, its officials, officers, agents and employees shall be free from any and all claims, debts, demands, liabilities or causes of action of every kind or character, whether in law or in equity, by reason of any death, injury, or damage to any person or persons or damage or destruction of any property of Lessee, its agents or employees, or of any third persons, from any cause or causes whatsoever arising from any event or occurrence in or upon the Leased premises or any part thereof, or otherwise arising from Lessee's operations under and during the term of this agreement; and Lessee shall indemnify and

save harmless the Lessors, their officials and officers, agents and employees against and from any and all such claims, demands, debts, liabilities and causes of action (including attorneys' fees, investigation and other costs). Lessee will indemnify and save harmless the Lessors of and from any and all suits, claims, demands and actions of any kind or nature, by reason of any breach, violation or nonperformance of any condition hereof by the Lessee. The Lessee will indemnify, protect and save harmless the Lessor from and against any and all loss, cost, damage or expense by or resulting from injuries to persons or property while in, on or about the leased premises. Any and all property of the Lessee which may be located or stored in the leased premises shall be at the sole risk of the Lessee. In that connection, Lessee agrees to obtain and keep in force during the term of this lease liability insurance in amounts, and issued by such insurance companies, reasonably satisfactory to Lessor naming both the Lessor and the Lessee as insured parties. Lessee will furnish Lessor evidence that such insurance is in force before occupying the leased premises.

12. UTILITIES. All heat, water, electric current, gas or other utilities used on the leased premises shall be paid for by Lessee.

13. KIND OF BUSINESS. The business to be conducted in the within leased premises is as follows: Public airport, related aeronautical activities and associated businesses.

14. GOING BUSINESS. Lessee agrees that a public airport shall be conducted in the within leased premises throughout the full term of this lease.

15. NOTICE. Any notice provided for herein will be deemed to have been given Lessee when deposited in Registered or Certified mail addressed to Lessee, or any lessee if more than one are included under the designation "Lessee" herein, at 716 Airport Drive, Iron Station, North Carolina, 28080, and to the Lessors by mailing a copy to the County Manager, County of Lincoln, 115 West Main Street, Lincolnton, North Carolina, 28092, and also to the office of the City Manager, City of Lincolnton, 114 West Sycamore Street, Lincolnton, North Carolina, 28092, here again by registered or certified mail, postage prepaid.

16. WAIVER OF BREACH. The failure of the Lessor to insist, in any one or more instances upon a strict performance of any of the covenants of this lease, or to exercise any option herein contained, shall not be construed as a waiver, or a relinquishment for the future, of such covenant or option, but the same shall continue and remain in full force and effect. Receipt by the Lessor of rent, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Lessor of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Lessor.

17. QUIET POSSESSION. The Lessor covenants to keep the Lessee in possession of the leased premises during said term, provided, however, that the Lessor shall not be liable for the failure or inability of the Lessee to obtain possession. Nothing

herein contained shall be construed as a warranty that the leased premises are in good condition or are fit or suitable for the use or purpose for which they are let.

18. **INSURANCE.** The Lessee agrees to pay the premium on a fire and casualty insurance policy with extended coverage, covering the demised premises with a reputable company in an amount to be determined by the Lessors, but not to exceed the value of the improvements on the demised premises.

19. **LEASEHOLD IMPROVEMENTS OR REPAIRS.** The Lessee agrees at its own expense to pay for any other leasehold improvements or repairs which may be required to keep the premises in their present condition, or which the Lessee, in its discretion, wants to make for its own benefit, all at the expense of the Lessee, but subject to any other terms of this lease that may be inconsistent with this paragraph.

20. The Lessee acknowledges that it is fully aware that the Lessors have heretofore entered into certain contracts for the purpose of receiving grants for airport purposes and that said contracts and agreements require the Lessors to do and perform certain contractual obligations and to abide by certain rules, regulations and laws relating to said grants, and the Lessee agrees to abide by and perform said contracts in the same manner and to the same extent as if the Lessee had entered into the contracts initially and to do every act or thing necessary and appropriate to keep said contracts from becoming in default.

21. The parties agree that they will enter into a Short Form Lease, capable of being recorded in the LINCOLN County Public Registry.

22. When reference is made to the Lessee or Lessor, the singular shall include the plural and the masculine shall include the feminine or the neuter.

IN WITNESS WHEREOF, the parties have hereunto caused the due execution of this Lease following the due approval thereof by the City Council on behalf of the City and the Board of County Commissioners on behalf of the County and the Lincolnton-Lincoln County Airport authority members on behalf of the Lincolnton-Lincoln County Airport Authority.

LINCOLN COUNTY

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

ATTEST:

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

NORTH CAROLINA

LINCOLN COUNTY

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

Witness my hand and Notarial Seal, this the _____ day of _____, 2019.

Notary Public

My Commission Expires: _____

CITY OF LINCOLNTON

By: _____
_____, Mayor

ATTEST:

City Clerk

NORTH CAROLINA
LINCOLN COUNTY

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

Witness my hand and Notarial Seal, this _____ day of _____, 2019.

Notary Public

My Commission Expires: _____

LINCOLNTON-LINCOLN COUNTY
AIRPORT AUTHORITY

By: _____
_____, Chairman

NORTH CAROLINA
LINCOLN COUNTY

I, _____, a Notary Public in and for said County and State, certify that _____ personally came before me this day and acknowledged that he is the Chairman of the LINCOLNTON-LINCOLN COUNTY AIRPORT AUTHORITY, and that by authority duly given and as the act of the Authority, the foregoing instrument was signed by him as Chairman and sealed with its seal, all by authority duly granted by the members of the Lincoln-Lincoln County Airport Authority.

Witness my hand and Notarial Seal, this _____ day of _____, 2019.

Notary Public

My Commission Expires: _____

ITEM #

20

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

ITEM #

21

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

ITEM #

22

Executive Summary

February 2019 Year-To-Date

General Fund	% of					Difference
	Budget 18-19	Actual 18-19	Budget	Budget 17-18	Actual 17-18	
Fund 10 Revenues	11,800,766	7,628,715	59%	11,655,521	7,325,027	303,687
Fund Balance	1,051,770	-	-	964,361	-	-
	12,852,536	7,628,715		12,619,882	7,325,027	303,687
City Manager/Clerk	320,960	150,309		331,465	181,227	(30,917)
Human Resources	239,060	143,136		232,730	135,029	8,107
Finance	242,790	59,710		273,412	(2,720)	62,430
General Expense	1,057,620	633,786		942,324	620,855	12,931
General Debt Service	520,954	49,602		463,524	49,602	-
Police	3,700,970	2,128,288		4,284,770	2,218,080	(89,792)
Fire	2,240,650	1,620,820		2,099,345	1,414,506	206,314
Public Works	79,616	(85,458)		172,956	15,437	(100,895)
Street	1,251,668	415,588		1,246,268	407,877	7,711
Equipment Services	133,270	63,332		135,120	70,147	(6,815)
Solid Waste	756,798	338,767		708,328	378,268	(39,501)
General Services	-	-		-	-	-
Plannin/Zoning	679,060	174,659		348,794	171,892	2,767
Bus & Comm. Dev	135,000	104,553		164,960	80,316	24,237
Recreation	1,494,120	749,251		1,215,886	642,951	106,300
Expenses	12,852,536	6,546,343	51%	12,619,882	6,383,466	162,877
Difference		1,082,372			941,561	140,810

Water & Sewer Fund	% of					Difference
	Budget 18-19	Actual 18-19	Budget	Budget 17-18	Actual 17-18	
Fund 61 Revenues	8,096,950	5,254,965	63%	7,449,995	5,474,522	(219,557)
Fund Balance	281,590	-		526,653		
	8,378,540	5,254,965		7,976,648	5,474,522	(219,557)
Water Treatment	1,502,950	770,180		1,508,500	756,261	13,920
Dist & Collection	1,748,000	1,133,607		1,440,153	900,168	233,439
Wastewater	1,550,100	637,348		1,516,650	635,981	1,367
W & S Intangibles	3,577,490	949,437		3,511,345	949,441	(4)
Expenses	8,378,540	3,490,573	42%	7,976,648	3,241,851	248,722
Difference		1,764,393			2,232,671	(468,279)

Electric Fund		% of					
Fund 63	Revenues	Budget 18-19	Actual 18-19	Budget	Budget 17-18	Actual 17-18	Difference
	Fund Balance	7,669,264	5,367,066	67%	7,791,714	5,030,301	336,764
		300,000	-		1,224,483	-	-
		7,969,264	5,367,066		9,016,197	5,030,301	336,764
	Electric Dept.	7,969,264	4,728,858		9,016,197	5,013,389	(284,531)
	Expenses	7,969,264	4,728,858	59%	9,016,197	5,013,389	(284,531)
	Difference		638,208			16,913	621,295

Overtime 80+ hours	300,164	301,677	(1,513)
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