

A G E N D A

LINCOLN TON CITY COUNCIL

June 6, 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

June 6, 2019

7:00 p.m.

CALL TO ORDER – Mayor Hatley

PLEDGE OF ALLEGIANCE

1. Approval of Regular Agenda

2. Approval of CONSENT AGENDA:

All items placed under the Consent Agenda are considered routine, to be enacted by one motion without discussion. If a member of the Governing Body requests discussion of an item, the item will be removed from the Consent Agenda and considered separately.

3. Approval of the following meeting minutes:

May 2, 2019 – Regular Meeting

4. Calls to Public Hearing for the June 27th Meeting:

ZMA-4-2019 – Application from Communities in Schools of Lincoln County requesting the rezoning of approximately 1.58 acres of land from Neighborhood Business N-B to General Business G-B. The subject properties are located at 956 Reepsville Road (PID 71625)

(C-13-19)

5. Approval of service contract between the City and the Lincolnton Housing Authority for Community Policing

(C-14-19)

6. Approval of annual contract between the City and Mark Knuckles Associates – Employee Assistance Program

(C-15-19)

7. Approval to execute A1A contract – Pinnacle Architecture - \$ 50,500 for Police Building Renovations Project

REGULAR AGENDA

PUBLIC HEARINGS

8. ZMA-3-2019- Application from Steve and Jeannie Bailey requesting The rezoning of approximately 0.512 acres of land from Residential Office R-O to Central Business C-B. The subject properties are located at the southeast corner of North Academy Street and East Sycamore Street, 224 North Academy Street (PID 00657 and 82410).

Laura Elam, Planning Director

(O-03-19)

9. ZTA-1-2019 Application from Lincolnton Planning Department requesting amendment to Section 153.185 (Off-Street Parking Requirements) of the Unified Development Ordinance to eliminate the current requirement for handicapped parking spaces to be provided in addition to other required off-street parking spaces.

Laura Elam, Planning Director

(O-04-19)

10. ZTA-2-2019 Application from Lincolnton Planning Department requesting amendment to Section 153.170, Signs in the Central Business District and Central Business District Transitional District to allow cantilevered ground signs subject to certain standards and conditions

Laura Elam, Planning Director

(O-05-19)

11. Public Hearing to consider revisions to the City's Code of Ordinances – Title VII – Traffic Code – Chapter 75 – Parking
Schedule 1: ADD: North Poplar Street from Sumner to the Dead End (North Direction)
Schedule 2: ADD: North Aspen Street – Court Street to Pine – Parallel Parking Only

(O-05-19 continued)

Chapter 72.03 – Parking Oversized Vehicles or Trailers on Streets
Amend as follows:

(A) It shall be unlawful to park a vehicle, as described in division (B) of this section, in any residentially zoned area of the city for more than 24 hours during a seven-day period. The **No** vehicle or **trailer including those in section (C) 1 and (C) 2 below** shall ~~not~~ block the street or interfere with the **emergency response passage or any** other normal flow of traffic.

Parking of oversized vehicles and trailers as described in division (B) is prohibited in diagonal spaces.

(B) A vehicle to which this section shall be applicable shall be a truck, tractor, trailer, **(regardless of size)**, semi-trailer or bus which has a gross weight in excess of 10,000 pounds or which has a length of 270 inches (22 feet and six inches) overall or a width in excess of 96 inches (eight feet) **or a height in excess of 96 inches (eight feet).**

(C) This section shall not be applicable to the following vehicles:

- (1) A vehicle in the process of being loaded, unloaded or in the performance of service to or for property located adjacent to the public street; or
- (2) A vehicle temporarily rendered inoperable by mechanical difficulty for the time necessary to effect necessary repairs, but in no event to exceed three hours.

(Prior Code, § 13-59) (Ord. O-47-96, passed - -) Penalty, see § [70.99](#)

Richard Haynes, Assistant City Manager
Brian Greene, Captain LPD

(O-06-19)

12. Public Hearing to receive comment on the proposed 2019 – 2020 fiscal year Budget for the City of Lincolnnton – total proposed budget is \$ 29,036,999.00.

NOTE: Action on this item, after closing the Public Hearing, includes adopting the Budget Ordinance (O-03-19)) and 2019-20 schedule of fees

Steve Zickefoose, City Manager

BUDGET AMENDMENT
(BA-03-19)

- 13. Consideration of Budget Amendment – Year End Balancing**

Steve Zickefoose, City Manager

CONTRACTS
(C-16-19)

- 14. Interlocal Cooperation Agreement between the City and Lincoln County**

Steve Zickefoose, City Manager

(C-17-19)

- 15. Award Bid for Police Building – Bid Opening held May 30th**

Steve Zickefoose, City Manager

RESOLUTION
(R-17-19)

- 16. City of Lincolnton – 2019– 2020 Salary Schedule / Schedule of Budgeted Positions**

Tanya Osborne, HR Director

OTHER BUSINESS

- 17. Request from citizens in the neighborhood of Bonview Avenue and Roberta Avenue (Signed Petition) to requesting a four way stop**

Stan Rash
602 Bonview Avenue

- 18. Discussion of timeline of agreement between the City and Piedmont Properties**

Steve Zickefoose, City Manager

OTHER BUSINESS

19. Monthly Financial & Overtime report

Steve Zickefoose, City Manager

20. City Recognitions Received:

- (A) AWOP – Area Wide Optimization Award – Water Department – Gold Star Award - Lincolnton is one of five in the state to receive drinking water quality award for at least ten consecutive years**
- (B) Recently the City was awarded through Electricities a Municipal Electric Safety Award – No Lost Work Day Cases**

Steve Zickefoose, City Manager

PUBLIC COMMENT

*Speakers will be limited to three (3) minutes to address Mayor and City Council
Concerning Non-Agenda Items.*

You must sign in with the City Clerk prior to the meeting to be eligible to speak

CLOSED SESSION

**To discuss Personnel and Property Acquisition
in accordance with NCGS 143.318.11(a)(1)(5) & (6)**

NEWS MEDIA

ADJOURNMENT

ITEM #

1

APPROVAL

OF

REGULAR

AGENDA

ITEM #

2

APPROVAL

OF

CONSENT

AGENDA

ITEM #

3

REGULAR MEETING - MAY 2, 2019

The Mayor and City Council met in regular session on Thursday, May 2, 2019 in the Council Chambers of City Hall, located at 114 West Sycamore Street, Lincolnton, NC 28092.

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

Council members in attendance were:

WHITE WATSON EADDY JETTON

Council woman White made the motion unanimously approved the *REGULAR AGENDA*.

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

- Approved the April 4th Regular Meeting Minutes
- Approved a Proclamation for National Nursing Home Week – May 12th through May 18th, 2019
- Approved the following CALLS TO PUBLIC HEARING for the June 6th City Council Meeting:
 - ZMA-3-2019 - Application from Steve and Jeannie Bailey requesting the rezoning of approximately 0.512 acres of land from Residential Office (R-O) to Central Business (C-B). The subject properties are located at the southeast corner of North Academy Street and East Sycamore Street, 224 North Academy Street (PID 00657 and 82410)
 - ZTA-1-2019 – Application from Lincolnton Planning Department requesting an amendment to Section 153.185 (Off Street Parking Requirements) of the Unified Development Ordinance to eliminate the current requirement for handicapped parking spaces to be provided in addition to other required off-street parking spaces.
 - ZTA-2-2019 – Application from Lincolnton Planning Department requesting an amendment to Section 153.170 (signs in the Central Business District and Central Business District Transitional) to allow cantilevered ground signs subject to certain standards and conditions.

REGULAR MEETING - MAY 2, 2019

REGULAR AGENDA:

RECOGNITION OF THE 2018-19 LINCOLNTON STUDENT ADVISORY COUNCIL:

Jill S. Eaddy, Advisor, recognized the Student Advisory Council members for the 2018-19 year. Jill recognized the following students from their respective schools:

EAST LINCOLN:

Emma White – Sr.	Jud Reel – Sr.	MacKenzie Marino – Sr.
Cole Johnston – Sr.	Jenna Land – Sr.	

WEST LINCOLN:

Dylan Smith – Sr.	Mattie Wyant – Sr.	Kaley Pearson – Sr.
Hannah Turner – Sr.	Isabella Shutt – Jr.	Alexa Bieberich – Jr.
Cade McConnell – Jr.		

LINCOLN CHARTER SCHOOL:

Rebecca Quesada – Sr	Kevin Rojas – Jr.
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LINCOLNTON HIGH SCHOOL:

Ashlyn Rhyne – Sr.	Chloe Lineberger – Sr.	Kyle Burgin – Jr.
Bailey Reed – Jr.	Allie Blackburn – Jr.	Ashley Logan – Sr.

NORTH LINCOLN HIGH SCHOOL:

Grady Bartro – Sr.	Allison File – Sr.	Sharidan Farris – Jr.
Grace Holbrooks – Sr.	Melanie “Lanie” Jordan – Jr.	

Members that were in attendance came forwarded and received a City lapel pin from Mayor Hatley. Their family members were recognized as well.

Jill told Council that the desired goal of this Council is to identify issues within the community and to learn the proper channels to address the issues, having a better understanding of how government works. She said, “They only meet eight times per year, and sometime they pass on goals and some are carried over from year to year.”

Jud Reel spoke on behalf of the Business Committee; Grady Bartro spoke on behalf of the Schools Committee; Lanie Jordan spoke on behalf of the Opportunities Committee; Hannah Turner and Ashlyn Rhyne spoke on behalf of the Community Committee.

REGULAR MEETING - MAY 2, 2019

Mayor and City Council thanked Mrs. Eaddy for her role in serving as advisor to this group since its inception, and they thanked the students for their commitment to the betterment of the Lincolnton community.

CONSIDERATION OF AWARDING CHEMICAL BIDS FOR THE WATER AND WASTEWATER TREATMENT PLANT:

(C-11-19)

Robert Pearson, Water Resources Director reviewed the respective low bidders for Chemical Company contracts as follows:

WATER TREATMENT CHEMICALS:

Liquid Alum 8.23% - Chemtrade Chemicals US LLC @ \$0.7425 (Liquid Alum)
Caustic Soda 50% - Univar USA, Inc. @ 1.863 (per liquid gallon)
Chlorine – Harcros Chemicals, Inc. @ 598.00 (per cylinder)
Orthophosphate 33% - Univar USA, Inc. @ \$ 3.099 (per liquid gallon)
Liquid Sodium Bisulfite (55 gal drums) Brenntag Mid-South, Inc. @ \$ 107.00 per drum
Activated Carbon – Brenntag Mid-South, Inc. @ \$ 31.75 per 50 lb bag

WASTEWATER CHEMICALS:

Liquid Sodium Hypochlorite 10% - Brenntag Mid-South, Inc. @ \$ 0.6075 per liquid gallon
Liquid Sodium Bisulfite 38% - Brenntag Mid-South @ \$ 1.54 per liquid gallon

Councilman Eaddy made the motion unanimously approved to award the bids as recommended.

CONSIDERATION OF OFFER FROM CATAWBA LANDS CONSERVANCY TO CONVEY PROPERTY TO THE CITY OF LINCOLNTON:

(C-12-19)

Laura Elam, Planning Director, told Council that the Catawba Lands Conservancy has offered to donate a 14 acre site located on Massapoag Road to the City.

She said, “The Conservancy is in the process of purchasing the property through a grant from the North Carolina Clean Water Management Trust Fund for water quality preservation purposes. The Conservancy would like either the City or County to take ownership of and maintain the property in accordance with the Clean Water Management Trust Fund grant program provisions.”

Laura reviewed the following steps for the potential use of the property and steps to acquire the property

REGULAR MEETING - MAY 2, 2019

PHASE 4 OF THE RAIL TRAIL:

We are currently working on Phase 4 of the Rail Trail and will be coordinating with Norfolk Southern to purchase or obtain access rights to their rail right-of-way between the rail trail at Motz Avenue and the Rhyne (South Fork) trail.

If the City chooses to accept the Conservancy's offer and take ownership of the Massapoag Road parcel, it would provide the City the opportunity to create additional public amenities such as an additional trail connection between the future extended Rail Trail and the South Fork River, kayak/canoe access, benches, litter receptacles and a public parking area near Massapoag Road.

COVENANTS AND RESTRICTIONS:

There will be permanent land use restrictions on the property in accordance with the terms of the grant from the North Carolina Clean Water Management Trust Fund. In the event the City chooses to take ownership of the property, it will be conveyed with perpetual covenants and restrictions that permanently limit the usage in order to preserve the water quality of the South Fork River. The allowable uses will be limited to passive recreational uses. (See attached draft Declaration of Covenants and Restrictions.)

RESOLUTION OF ENVIRONMENTAL ISSUES:

A Phase I environmental site assessment of the property was performed last year and identified potential environmental issues. A Phase II environmental site assessment has now been completed. PCB's were detected in two of the samples collected from the same location on the site. However, the detection was below both the residential and industrial regulatory action standard for PCBs which both the State and EPA follow. No further assessment or cleanup would be required by either agency and the soil has not been impacted to a degree that prevents the site's intended reuse.

She concluded recommending that City Council approve the offer of donation of property from the Catawba Lands Conservancy

Councilman Watson made the motion unanimously approved to accept the offer as recommended. The City Attorney will prepare the necessary paperwork for signatures.

OFFICIAL PRESENTATION OF THE 2019-20 BUDGET – PROPOSED FEE SCHEDULE – BUDGET MESSAGE –

Steve Zickefoose, City Manager, officially presented the proposed 2019-20 fiscal year budget. He said the total proposed budget totals \$ 29,036,999.00 and holds the line on the City's tax rate at .56 cents per one hundred dollar valuation.

Water, Sewer, and Electric rates will remain the same as well. He reviewed the budget highlights and asked Council to read the following budget message:

REGULAR MEETING - MAY 2, 2019

I. GENERAL FUND

“The proposed General Fund budget is \$11,818,700. The General Fund contains the majority of city services, including public safety, solid waste, street, finance, planning and zoning, recreation, business and community development, and the human resources and city manager/city clerk’s office. The General Fund budget as proposed will allow the city to continue providing the level of services that we have provided for our citizens for many years.

The Lincoln County Tax Department is projecting an increase in real property valuations for the City of approximately 11% due to revaluation. Previous tax value decreases from prior revaluations are equal to 6.6 cents in revenue losses. Therefore, I am recommending that the tax rate remain at 56 cents.

The current fiscal year budget estimated sales tax revenue to be \$2,900,000. This is a four percent increase over the prior year. For budgeting purposes, I suggest that we adjust the projection to \$3,060,000. Another large source of revenue in the General Fund will be franchise tax, which is estimated to be \$855,000. Other revenues in the General Fund include contributions for administrative purposes from the Water and Sewer and Electric Funds. We also receive a payment in-lieu of taxes from these funds totaling an approximate \$400,000.

The City will continue to receive revenue from ABC sales, concessions from recreation related activities, and a reimbursement for providing a school resource officer to Lincolnton High School and Asbury Learning Center.

It is recommended that the City does not appropriate from the General Fund fund balance. This is a decrease of \$660,700 from 2018-19. The City still maintains an adequate fund balance percentage. This represents the first time in many years that fund balance is not being used for operational purposes.

The City implemented a pay and class study in 2016-17 for all employees. In order to remain market competitive, a new study for one-third of employees will be completed each year beginning with the 2019-20 budget. The cost to implement this for the general fund is \$182,000.

The capital items recommended in the budget total \$1,190,000. The 321 Sidewalk project makes up \$400,000 of this amount and is funded through state grants. The Betty Ross Park Flag Football project is \$325,000 and is also funded by a state grant. A new garbage truck is included at a cost of \$300,000. The remainder of the capital items is for operational equipment and building improvements.

Department heads were asked to identify needs within their respective areas. These items were presented in the budget discussions with Council. In addition to reviewing these requests, I have used a zero based budget approach to reducing operational budget line items \$145,000. The resulting budget is a compromise between

REGULAR MEETING - MAY 2, 2019

adjusting line items for requested additional needs versus determined actual needs.

I. OCCUPANCY TAX FUND

The Occupancy Tax fund is no longer included in the City's operating budget and is reported as a component for reporting purposes only. The six member board that was created by City Council has full authority to appropriate the funds as they see fit. All the requirements of the initial enabling legislation are still in effect for the Tourism Authority to comply with.

II. POWELL BILL FUND

The proposed Powell Bill Fund budget is \$545,000. These funds will be used to continue our traditional street and sidewalk repairs. A new street sweeper will be purchased at a cost of \$250,000. There will remain approximately \$396,000 of fund balance in this fund. Powell Bill proceeds continue to be a critical source of state revenue in assisting municipalities meets their street related needs.

III. WATER AND SEWER FUND

The proposed Water and Sewer Fund is \$8,616,949. This fund is made up of four departments. These include Water Treatment Plant, Distribution and Collection, Waste Water Treatment Plant, and Intangibles. The water and sewer usage rates will remain the same for 2019-20.

Operational expenditures are increasing \$372,400, of which \$181,000 is from implementing the pay and class study. A portion of one time capital expenditures will be paid for from the healthy water and sewer fund balance. Revenues are expected to increase slightly for 2019-20. Discussions are also underway with the County for additional water purchases.

The challenge of finding a large water customer for the Water and Sewer fund will continue to be a priority. The city is working with LEDA and the Chamber of Commerce on a regular basis to identify potential customers. There is a requirement to be able to cover operating costs from generated revenues for the Water and Sewer Fund. While there is a healthy fund balance of \$5,600,000, this can only be used for capital expenditures.

REGULAR MEETING - MAY 2, 2019

V. ELECTRIC FUND

The electric fund continues to be very stable due to recent rate restructuring by Electricities. As a result, no change in rates to our customers is recommended

The total proposed Electric Fund is \$8,056,350. The projected fund balance is \$2,200,000, or 29% of the operating budget.

Please remember that the City made a commitment to the North Carolina Local Government Commission that we will raise rates three percent above the annual rate increase. Based on this, we have a five percent cushion before an adjustment would be mandated. This will be the fifth year in a row that the City has not had to raise electric rates for our customers.

Major expenses in the Electric Fund other than the purchase of electricity, will include smart meters for \$300,000, a new line truck for \$280,000, transformers for \$50,000 and system maintenance at \$197,000. The cost to implement the pay and class study is \$51,000.

The city continues to have an efficiently operated electric department. Electricities is a very good partnership for the City. The western agency is in a much better financial condition due to restructuring of debt, making the outlook for future rate reductions highly probable. Electricities have provided thousands of dollars in grants to the City for projects such as development of the website and the strategic plan. While electricity is not the revenue generator it was many years ago, I still feel we provide a very reliable service at a reasonable price for our customers. The City was successful a few years ago in persuading the Super Wal-Mart to stay on our system, and we also serve the Hampton Inn. We need to continue to pursue any additional large customers when the opportunity presents itself.

VI. SUMMARY

The budget process this year uses the City's strategic plan as a core for planning present and future needs. Four goals were identified:

- 1) Improve Infrastructure
- 2) Employee Benefits
- 3) Downtown Development
- 4) Improve Recreational Opportunities

Directors were asked to identify needs, both present and future. A ten year plan is

REGULAR MEETING - MAY 2, 2019

being developed so that long range goals can be identified and monitored as part of the budget process. The budget process was very collaborative, which resulted in helpful dialogue between directors and council members.

The goals listed above are being used as a tool to assist in determining priorities for available funds and to plan for future needs.

On a positive note, savings realized by reorganization have provided opportunities to fund immediate needs as well as planning for the future. I have also used a zero based budget approach in reviewing all line items for possible adjustments.

I want to especially thank the city staff for all of their hard work in assisted with the budget process. They understand the challenges we are facing and have been as conservative as possible in identifying needs. I want to also thank the Mayor and City Council for your support to the city staff. The budget process requires a team that is willing and able to work together. The City is fortunate to have such dedicated employees and leadership.

In conclusion, I am recommending a \$29,036,999 operating budget for fiscal year 2019-20 for the City of Lincolnton. This is less than 2018-19 due to major capital projects that were in last year's budget and reductions to the operating expenses in the general fund and enterprise funds.

The budget includes funding to begin the process of working toward meeting the four goals identified as part of the strategic plan. This will be an ongoing challenge. I believe that great strides have been made in providing cost effective services to our citizens.

Steve concluded saying, "I want to personally thank the Mayor and Council for allowing staff the opportunity to participate in such an open budget process."

Steve then reviewed the proposed fee schedule, noting there would be changes to the current Cemetery Rates (lower rate are proposed for both inside outside and cremation niche) Fire Schedule (update to be consistent with the County and State) Local Events Charges (grandfathered events would come off next year and have these events pay the City) Steve said we are considering a flat fee based on calculations of our cost with or without alcohol for each event.

Councilman Eaddy asked what the criteria would be for a signature event. He said, "Can a local business, say Untapped Territory, wanted to do something would they qualify." Steve said if it involves closing a street that cost money, so yes they would.

Mayor and Council thanked everyone, especially Steve for all of the hard work on preparing a budget. The Public Hearing regarding the budget will be held at the June 6, 2019 City Council meeting.

REGULAR MEETING - MAY 2, 2019

MONTHLY FINANCIAL REPORT & OVERTIME REPORT:

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

May 2019 Council Meeting

Executive Summary

General Fund	Budget 18-19	Actual 18-19	Budget	Budget 17-18	Actual 17-18	Difference
Fund 10 Revenues	11,800,766	8,290,880	65%	11,655,521	8,320,473	(29,593)
Fund Balance	1,051,770	-	-	964,361	-	-
	12,852,536	8,290,880		12,619,882	8,320,473	(29,593)
City Manager/Clerk	320,960	180,180		331,465	213,375	(33,195)
Human Resources	239,060	160,445		232,730	153,342	7,104
Finance	242,790	108,289		273,412	40,484	67,805
General Expense	1,057,620	626,930		942,324	657,075	(30,145)
General Debt Service	520,954	377,001		463,524	65,845	311,156
Police	3,700,970	2,381,153		4,284,770	2,427,134	(45,981)
Fire	2,240,650	1,769,187		2,099,345	1,554,097	215,090
Public Works	79,616	(76,670)		172,956	35,200	(111,870)
Street	1,251,668	601,146		1,246,268	464,174	136,972
Equipment Services	133,270	75,372		135,120	85,787	(10,415)
Solid Waste	756,798	379,902		708,328	417,697	(37,795)
General Services	-	-		-	-	-
Plannin/Zoning	679,060	200,915		348,794	189,244	11,671
Bus & Comm. Dev	135,000	106,024		164,960	134,277	(28,253)
Recreation	1,494,120	801,939		1,215,886	702,913	99,026
Expenses	12,852,536	7,691,812	60%	12,619,882	7,140,643	551,168
Difference		599,069			1,179,830	(580,761)

Water & Sewer Fund	Budget 18-19	Actual 18-19	% of Budget	Budget 17-18	Actual 17-18	Difference
Fund 61 Revenues	8,096,950	5,913,344	71%	7,449,995	6,318,207	(404,863)
Fund Balance	281,590	-		526,653	-	-
	8,378,540	5,913,344		7,976,648	6,318,207	(404,863)
Water Treatment	1,502,950	839,900		1,508,500	821,230	18,671
Dist & Collection	1,748,000	1,232,874		1,440,153	987,480	245,394
Wastewater	1,550,100	718,823		1,516,650	717,470	1,353
W & S Intangibles	3,577,490	1,013,373		3,511,345	982,092	31,281
Expenses	8,378,540	3,804,970	45%	7,976,648	3,508,272	296,699
Difference		2,108,374			2,809,936	(701,562)

Electric Fund	Budget 18-19	Actual 18-19	% of Budget	Budget 17-18	Actual 17-18	Difference
Fund 63 Revenues	7,669,264	5,940,035	75%	7,791,714	5,684,959	255,076
Fund Balance	300,000	-		1,224,483	-	-
	7,969,264	5,940,035		9,016,197	5,684,959	255,076
Electric Dept.	7,969,264	5,254,040		9,016,197	5,470,542	(216,502)
Expenses	7,969,264	5,254,040	66%	9,016,197	5,470,542	(216,502)
Difference		685,995			214,417	471,577

Overtime 80+ hours		319,093			323,568	(4,475)
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REGULAR MEETING - MAY 2, 2019

DISCUSSION OF EVALUATION OF THE CITY MANAGER:

Mayor Hatley distributed the forms for the annual evaluation of the City Manager. He asked that Council members get the forms back to him no later than Friday, May 10th.

A closed session item will be placed on the June 6th agenda for Council to enter into to discuss personnel. Any action would be taken in regular session.

PUBLIC COMMENT:

Mr. Mike Grayson, of 517 Roberta Avenue, spoke to Council regarding a drug issue on Louise Avenue. City Council said they would ask the Police Department to check into the area identified.

NEWS MEDIA:

There were no questions from the News Media.

ADJOURNMENT:

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

Council woman White thanked the City, especially the Police and Fire along with Nathan Eurey, Recreation Director for the excellent job they did during the recent storm. She said trees were down all around town, especially in Hollybrook Cemetery. She said the City cleared the debris and cut limbs which allowed funeral services scheduled for the weekend to go as planned, and she and the families really appreciate the hard work it took to get that area cleaned up.

DONNA C. FLOWERS, MMC
CITY CLERK

ED HATLEY
MAYOR

ITEM #

4

Donna Flowers

Subject: CALLS TO PUBLIC HEARING for June 27th meeting

From: Brett Hicks
Sent: Tuesday, May 21, 2019 10:57 AM
To: Donna Flowers; Daphne Ingram
Cc: Laura Elam; Jean Q. Derby
Subject: Items from Planning Department for June meeting

The Planning Department has the following items for the June 6, 2019 City Council meeting:

Calls to Hearing:

- **ZMA-4-2019-** Application from Communities In Schools of Lincoln County requesting the rezoning of approximately 1.58 acres of land from Neighborhood Business N-B to General Business G-B. The subject properties are located at 956 Reepsville Road (PID 71625).



Success is...knowing your purpose in life, growing to reach your maximum potential, and sowing seeds that benefit others.

John C. Maxwell

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.

ITEM #

5

**CONTRACT FOR PROVISION OF SERVICES
BY THE
CITY OF LINCOLNTON POLICE DEPT.**

This contract for the provision of services is entered into by and between the City of Lincolnton Police Department (hereinafter referred to as LPD) and the Lincolnton Housing Authority (hereinafter referred to as LHA); and in consideration for their mutual agreements contained herein, the parties agree as follows:

1. LPD shall furnish police officers, vehicles, and related equipment and supplies to patrol the property of the LHA and surrounding neighborhoods, on a schedule to be developed by the Chief of Police in agreement with the Executive Director of the LHA. This patrol will be in addition to, and supplement of, regular duty patrol and service provided by the LPD as outlined in the Cooperative Agreement between the Lincolnton Housing Authority and the City of Lincolnton. Written records, time sheets, and other documentation will be available to the Housing Authority to verify expenditures. The patrol will be in the form of the officers providing traditional Community Policing by foot patrols, resident meetings, traffic checks, bicycle patrols that goes beyond mere patrol car ride through.

2. The term of this contract will be for 6-15-19 through 06-15-20 or until total expenditure in the amount of \$15,000 has exhausted, whichever comes first.

3. The contract is in the amount of \$15,000, to be expended at the discretion of The Chief of Police based on the assigned officer's individual rate at time and one-half pay scale with a maximum limit for this special assignment duty. The **maximum** earnings shall be \$30.00 per hour for any officer.

4. The LHA agrees to reimburse to the City of Lincolnton actual cost of wages at the time and one-half pay rate applicable to the individual officer assigned, incurred in the provision of these services. This will include wage related costs of employer retirement and social security contributions.

5. It is understood that, from time to time, the Chief of Police may assign Auxiliary Police Officers to this duty. These officers will be paid by the City at a rate reasonable and customary to be determined by the Chief of Police. The City will be reimbursed for this cost by the LHA.

6. LHA agrees to and understands that there are relevant federal and state laws, regulations, and policies of LPD, which apply to the work to be performed under this contract; LHA agrees to abide by all of the said laws, regulations, and policies as applicable.

7. Each party agrees to indemnify the other and to hold the other party harmless from all liability (including liability for reasonable attorney's fees and other costs of defense of any action or claim) for any claim, suit or demand, which may arise from its own negligence and/or intentional wrongful acts and/or omissions. In addition each party agrees to maintain liability insurance to provide

coverage against such liability.

8. Termination:

A. This contract may be terminated in whole or part:

1. Upon mutual consent of either party or 30 days after one of the contracting parties gives notice of termination.
2. Upon expiration of funding to provide for said services on the part of LHA and/or lack of funding to provide the infrastructure to support the services on the part of LPD.

9. This contract contains the entire agreement of the parties.

In witness whereof, the parties have caused this contract to be signed by their respective authorized official(s) on the date set forth below.

City Manager
City of Lincoln

Rodney Jordan
Chief of Police

Mike Owen
Executive Director
LHA

Date:

ITEM #

6

RETAINER CONTRACT FOR CONSULTATION SERVICES

Between

CITY OF LINCOLNTON

Lincolnton, Lincoln County, North Carolina

and

MARK KNUCKLES ASSOCIATES, INC.

Human Resource Management Consultants

Hickory, County of Catawba, North Carolina

Whereas, CITY OF LINCOLNTON, hereinafter referred to as "CLIENT", desires to secure ComplianceWatchSM services including technical assistance, consultation and training relating to human resource management and compliance with the Wage and Hour and Employment Discrimination Laws on an annual contract basis, and

Whereas, MARK KNUCKLES ASSOCIATES, INC., and its associate consultants, hereinafter collectively referred to as "MKAI", provides these services, and;

Whereas, the CLIENT considers it wise to secure these services from the MKAI, now therefore it is understood and agreed by both parties to the contract that:

1. **SERVICES PROVIDED:** MKAI agrees to provide technical assistance, consultation, executive coaching, and instruction with human resource management and the Wage and Hour rules and regulations, including the Fair Labor Standards Act (FLSA), Family Medical Leave Act (FMLA) and associated regulations, and those laws generally referred to as anti-discrimination laws including the Civil Rights Act, ADA, and associated laws and regulations. Steve Zickefoose, City Manager, or designated representative shall represent the CLIENT and coordinate the services provided.
2. **AVAILABILITY:**
 - a. The services shall be provided on mutually agreed dates and times. The CLIENT understands that it is not the only client of MKAI.
 - b. The services include subscriptions to MKAI's web site resources (www.markknuckles.com) and monthly newsletter, *The Knuckles Report*.
3. **CONTRACT TERM AND FEES:**
 - a. The contract term is one year beginning July 1, 2019 and ending June 30, 2020. The initial annual fee for said services is \$4,000.00 (four thousand) and is due with the signed contract.
 - b. The annual fee is a non-refundable retainer covering the billable time charges and expenses for consultation services not exceeding the annual fee. The consultation hours of service available under the contract are determined by the CLIENT'S utilization of MKAI's associates according to the rate schedule(s) in Attachment A at the ComplianceWatch rate. The ComplianceWatch rate for time charges is eighty percent (80%) of the consultant's standard rate. Unused retainer fee is not refundable.
4. **BILLABLE TIME:** Billable time includes all time expended for and on behalf of the CLIENT in providing said services on or off site, including but not limited to assistance by telephone, email, correspondence, travel time, research and analysis, and report preparation. Travel time will be allocated per client when travel serves two or more clients simultaneously.
5. **TERMS OF PAYMENT:** The CLIENT agrees to pay in full the amount of each invoice upon receipt. The CLIENT agrees to pay a late payment charge unless prohibited by law on any unpaid amount after thirty (30) days of two percent (2%) per month of the unpaid amount from the due date until paid in full.
6. **INVOICING:** MKAI agrees to include in the statements sent to the CLIENT a general identification of the services for which the CLIENT is being charged and identification of all other fees, charges, and expenses for which MKAI seeks reimbursement. All fees, charges, and expenses are deemed accepted by the client if not questioned in writing within fifteen (15) days of the invoice date.
7. **BILLABLE EXPENSES:** The CLIENT agrees to reimburse MKAI for customary expenses as identified in

Contract between CITY OF LINCOLNTON and MARK KNUCKLES ASSOCIATES, INC.:

Attachment A.

8. **SERVICES EXCEEDING THE ANNUAL FEE:** If the annual retainer fee in paragraph #3 is fully utilized during the twelve-month contract term, additional billable hours of service are billed at ninety percent (90%) of the consultant's standard rate listed in Attachment A. Billable expenses are billed monthly as incurred pursuant to paragraph #7 and Attachment A.

9. **TERMINATION:** This contract may be terminated at any time upon mutual consent of both parties. This contract may be terminated by either party with written notice at any time for cause. Either party may terminate the contract with a thirty day written notice to the other party. Any unused funds are not refundable.

10. Attachment B constitutes the Business Associate Agreement between the parties in compliance with the HIPAA Privacy Rule.

11. **STATUS OF LIABILITY, COPYRIGHTS, LIMITATIONS:**

a. MKAI is a bona fide contractor and not an employee as defined by the Fair Labor Standards Act and Internal Revenue Service regulations. MKAI has business liability, workers' compensation, and professional liability insurance and the CLIENT agrees this contract is sufficient certification of such insurance and that such coverage satisfies CLIENT'S requirements. Furthermore, this CLIENT acknowledges receipt of an IRS Form W-9 indicating the MKAI federal employer TIN is 56-2116939 and that MKAI is not subject to backup withholding. MKAI and the CLIENT agree this contract does not constitute an employment contract for the purpose of MKAI consultant's obtaining employee status or receiving CITY OF LINCOLNTON employee benefits including worker's compensation in the event of injury or accident.

b. MKAI shall be liable only to the extent of damages, not exceeding the fees charged for professional services, proximately resulting from MKAI's negligence in failing to perform services in accordance with accepted standards of similarly situated consultants.

c. This contract does not create an attorney-client relationship and the services provided are not the practice of law nor replace CLIENT'S legal counsel or qualified tax advisor.

d. MKAI retains ownership of all written material, with or without the copyright notice, provided the CLIENT. Such material is for use by the CLIENT and the CLIENT agrees not to photocopy, transmit, or reproduce in any manner for the purpose of sharing, giving, selling, or providing such material, in whole or in part, to any other employer, organization, or entity or any person of such employer, organization, or entity without the express written consent of MKAI. This paragraph survives the termination of this contract.

e. The recording by video or other electronic means, including but not limited to compliance training sessions, seminars, instructions, exit conferences, or any other service provided by MKAI is prohibited.

12. **RENEWAL:** This Agreement shall automatically renew for successive one (1) year terms ("Renewal Term") unless earlier terminated in accordance with the terms of this Agreement, or unless either party gives thirty (30) days' prior written notice of non-renewal to the other party prior to the expiration of the Initial Term or any subsequent Renewal Term. Within Sixty (60) days prior to the expiration of the Initial Term, or any subsequent Renewal Term, MKAI shall provided Client a written statement of the annual fee applicable to the Renewal Term. Unless Client terminates, or elects not to renew, this Agreement as herein provided, for the Renewal Term the Client agrees to pay, on the first day of the Renewal Term, the new annual fee established by MKAI for said Renewal Term. In the absence of any written statement from MKAI establishing a new annual fee for the Renewal Term, the annual compensation for the Renewal Term shall be the same as that for the preceding term.

13. **ARBITRATION:**

a. In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association (AAA) in accordance with the provisions of its Commercial Arbitration Rules as the sole exclusive remedy.

b. Within 15 days after the commencement of arbitration, each party shall select one person from a list supplied by AAA to act as arbitrator and the two selected shall select a third arbitrator within 10 days of their appointment. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association.

Contract between CITY OF LINCOLNTON and MARK KNUCKLES ASSOCIATES, INC.:

c. This agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina and all proceedings instituted, held, and resolved in the County of Catawba, North Carolina. The parties hereto submit to the jurisdiction of, and waive any venue objections against, the arbitration proceeding in Catawba County, North Carolina, and the parties consent to the exercise of personal jurisdiction over them for the purposes of the Arbitration and for the purposes of any legal action necessary to enforce the result of the Arbitration. The parties acknowledge that this agreement evidences a transaction involving interstate commerce. The United States Arbitration Act shall govern the interpretation, enforcement, and proceedings pursuant to the arbitration clause in this agreement.

d. Each party shall bear its own costs and expenses and an equal share of the arbitrators' and administrative fees of arbitration.

14. NOTICES: All notices required herein shall be delivered to the CLIENT and MKAI by First Class Mail or express overnight delivery by FedEx, UPS, or DHL at the addresses last written below.

15. CONFLICTING ENGAGEMENT: MKAI agrees not to accept, without prior approval from the CLIENT, any engagement known by MKAI to be in direct conflict with the interests of the CLIENT in providing consultation services. If, in the course of providing consultation to multiple clients, MKAI determines in its sole discretion that a conflict of interest may exist, MKAI will notify all affected clients of such potential conflict. Furthermore, MKAI may cease consultation services with regard to that matter with any one or more of the clients to avoid the potential conflict of interest.

16. CONFIDENTIALITY: MKAI will comply with confidentiality laws and CLIENT'S standards as they pertain to customers, clients, consumers, and disabled persons and shall protect within limits of existing law all information disclosed during the consultation including but not limited to the status of compliance with Federal and State laws, personnel and payroll information, customer, consumer, client and patient information, and other information regarding customers of the CLIENT and shall not disclose such information to unauthorized persons without the expressed written permission of the CLIENT and then only as permitted by State and Federal law.

17. This agreement is the entire agreement between the parties relating to the subject matters hereof and supersedes all prior agreements, proposals, representations and commitments. This Agreement may only be amended by an instrument executed by the authorized representatives of both parties hereto. The waiver or failure of either party to exercise any right provided for herein shall not be deemed a waiver of any further right provided. If any part of this agreement is ruled null or void, the remainder of this agreement shall remain in full force and effect.

In witness whereof, the parties have executed this Agreement by their duly authorized representatives and have caused this Agreement to become effective as of July 1, 2019.

CITY OF LINCOLNTON

MARK KNUCKLES ASSOCIATES, INC.

Steve Zickefoose, City Manager
PO Box 617
Lincolnton, NC 28093

Mark A. Knuckles, President
363 First Avenue SW (28602)
PO Box 2246
Hickory, NC 28603-2246

Date: _____

Date: _____

ITEM #

7

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 

SUBJECT: Architect Contract- Police Building Project

DATE: May 28, 2019

Council selected Pinnacle Architecture at the June 28, 2018 meeting as the architectural firm for the police building renovation project.

The A1A contract for this project is attached. The cost for basic services as described in the document is \$50,500.00. This is a flat amount and will not be based on a percentage basis.

For procedural purposes, I am asking permission to execute the agreement on behalf of Council.

Please let me know if there are any questions.

ITEM #

8

MEMO TO: Mayor and City Council Members

FROM: Laura Elam, Planning Director

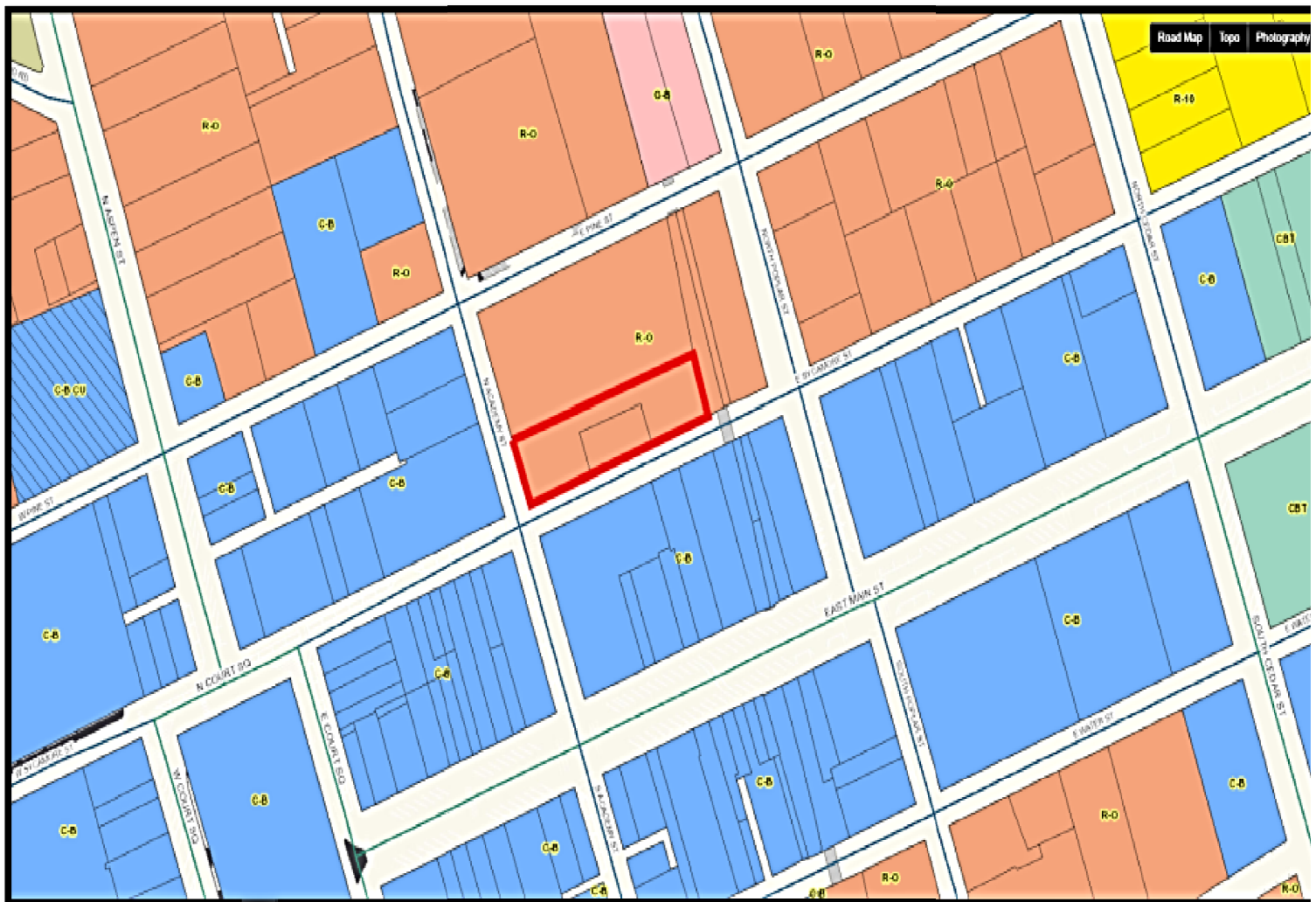
DATE: June 6, 2019

SUBJECT: ZMA-3-2019 – Application from Steve and Jeannie Bailey requesting the rezoning of .51 acres from Residential Office (R-O) to Central Business (C-B).

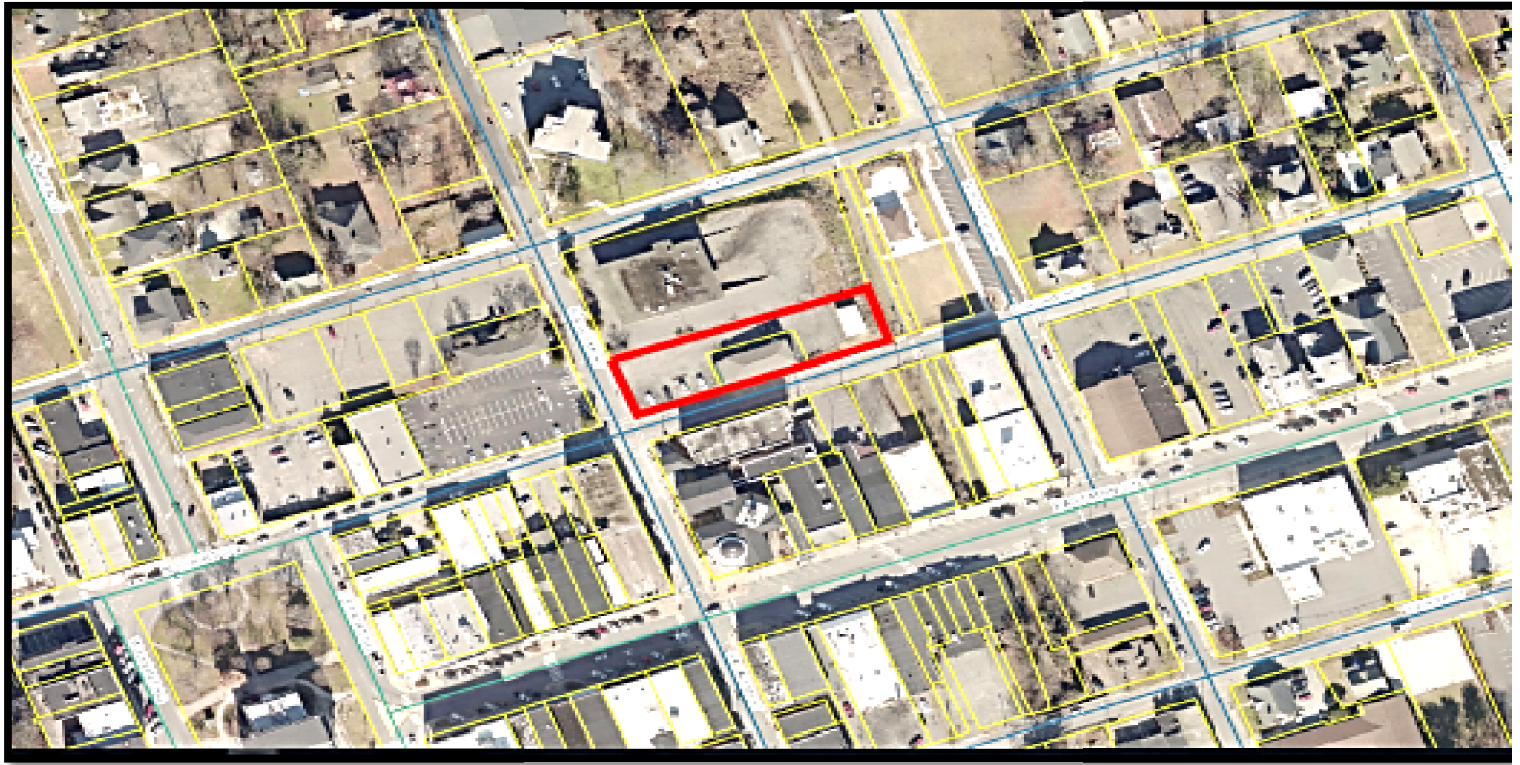
SITE AND AREA DESCRIPTION

The applicant is requesting the rezoning of two parcels totaling approximately 0.51 acres from the Residential-Office (R-O) district to the Central Business (C-B) district. The subject property is located at the intersection of North Academy Street and East Sycamore Street.

The subject property and surrounding properties to the north and east are zoned R-O. Properties located to the south of East Sycamore Street and to the west of North Academy Street are zoned C-B.



The site is developed with Drum's Florist. Surrounding properties are devoted to commercial uses.



LAND USE PLAN

The Lincolnton Land Use Plan shows the property in the Mixed Use Residential/Commercial Planning Area which is described as “older portions of the City where true urban villages consisting of high density residential uses (both single and multi family) and associated small-scale and pedestrian oriented office and retail uses may be located.” The Land Use Plan also promotes the adaptive reuse of vacant and under-utilized commercial buildings in the downtown area.

COMPLIANCE WITH LAND USE PLAN

The request is not strictly in compliance with the Land Use Plan’s mixed use designation. However, staff views the request as consistent with the spirit and intent of the Land Use Plan in that the site immediately adjoins C-B zoning on two sides and rezoning to the C-B district will better support the Land Use Plan’s goal of adaptive reuse of under-utilized commercial buildings than the current zoning district.

PLANNING BOARD AND STAFF RECOMMENDATION

Planning Board and Staff recommend the following three actions:

1. Approval of attached statement of consistency and reasonableness for approval of application.
2. Approval of rezoning of the property from R-O to C-B.
2. Amendment of land use plan to extend the Central Business Planning Area to include the subject property.

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

Case No. ZMA-3-2019

Applicant: Steven and Jeannie Bailey

Parcel ID#: 82410 and 00657

Location: 204 N. Academy Street

Request: Rezone from R-O to C-B

Proposed Consistency and Reasonableness Statement:

The Lincolnton Land Use Plan designates this property as part of the Mixed Use Residential/Commercial Planning Area. Therefore, the proposed rezoning request **is not strictly consistent** with the Land Use Plan. However, the site immediately adjoins C-B zoning on two sides and rezoning to C-B better supports the Land Use Plan's goal of adaptive reuse of under-utilized commercial buildings than the current zoning. Therefore, **approval of the proposed amendment is reasonable and in the public interest.**

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

Case No. ZMA-3-2019

Applicant: Steven and Jeannie Bailey

Parcel ID#: 82410 and 00657

Location: 204 N. Academy Street

Request: Rezone from R-O to C-B

Proposed Consistency and Reasonableness Statement:

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

MOTIONS FOR PUBLIC HEARING

1. Motion to approve one of the statements of consistency and reasonableness.
2. Motion to approve or deny request for rezoning.
3. If rezoning is approved, then:
Motion to approve amendment of land use plan.

ITEM #

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MEMO TO: Mayor and City Council Members

FROM: Laura Elam, Planning Director

SUBJECT: ZTA-1-2019 Application from Lincolnton Planning Department requesting amendment to Section 153.185, Off-Street Parking Requirements, of the Unified Development Ordinance to revise the parking requirements

DATE: June 6, 2019

BACKGROUND

The City's zoning regulations outline off-street parking requirements for new or expanding developments. One of the provisions in the parking requirements states that the number of off-street parking spaces required by the zoning regulations is ***in addition to*** those required under the North Carolina Building Code for use by the physically handicapped.

Typically, zoning regulations allow parking spaces for the handicapped to be counted as part of, rather than in addition to, the total number of required parking spaces. A requirement to provide handicapped parking spaces in addition to the number of parking spaces prescribed by the zoning regulations does not appear to be necessary or beneficial to the public.

PROPOSED AMENDMENT

Planning staff is proposing an amendment to the UDO to eliminate the current requirement for the handicapped parking spaces required under the State Building Code to be provided in addition to the parking spaces required by the zoning regulations. The proposed language would simply recognize that off-street parking spaces designed for use by the physically handicapped are to be provided as required by the State Building Code.

PLANNING BOARD AND STAFF RECOMMENDATION

Planning Board and Staff recommend the following two actions:

1. Approval of attached statement of consistency and reasonableness for approval of application.
2. Approval of amendment.

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

Case No. ZTA-1-2019

Applicant: City of Lincolnnton Planning Department

Request: Amend Section 153.185 (Off-Street Parking Requirements) of the Unified Development Ordinance to revise the parking requirements

Proposed Consistency and Reasonableness Statement:

The proposed amendment **is consistent** with the adopted Lincolnnton Land Use Plan in that it is not contrary to the goals and objectives outlined by the Plan and **approval of the amendment is reasonable and in the public interest** in that it will remove an unnecessary barrier to economic development while ensuring the protection of nearby areas.

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

Case No. ZTA-1-2019

Applicant: City of Lincolnton Planning Department

Request: Amend Section 153.185 (Off-Street Parking Requirements) of the Unified Development Ordinance to revise the parking requirements

Proposed Consistency and Reasonableness Statement:

The proposed amendment **is not consistent** with the adopted Lincolnton Land Use Plan in that it is contrary to the goals and objectives outlined by the Plan and **denial of the proposed amendment is reasonable and in the public interest** in that it will maintain development requirements intended to protect nearby properties.

An Ordinance to Amend the City of Lincolnton Unified Development Ordinance to Revise the Standards for Off Street Parking

Section 1. Amend Section 153.185, Off-Street Parking Requirements, to amend the requirements as follows.

NOTE: Newly adopted language is underlined and **highlighted in yellow and language to be deleted is ~~struck through~~ and ~~red~~.**

§ 153.185 OFF-STREET PARKING REQUIREMENTS

(I) The requirements for off-street parking spaces shall be computed as follows:

~~(3) The number of required off-street parking spaces designed for use by handicapped persons as prescribed by the North Carolina State Building Code shall be computed separately from the off-street parking requirements as otherwise contained in division (J) below.~~ **Off - street parking spaces designed for use by the physically handicapped shall be provided as required by the North Carolina Building Code.**

(J) The following listing indicates the minimum number of off-street parking spaces required for any use developed or expanded. ~~The requirements are in addition to those outlined in division (I)(3) above of this section regarding handicapped parking.~~

(K) The following listing indicates the minimum number of off-street parking spaces required for any use developed or expanded. ~~The requirements are in addition to those outlined in division (I)(3) above of this section regarding handicapped parking.~~ Parking space calculations for proposed off-street parking lots in the CBT District shall be reduced by 33% of the total amount calculated using the formulas required in this section. (The use classification is shown in bold face print and is followed by each minimum number of parking spaces required.)

Section 2. That this ordinance shall become effective upon its adoption.

MOTIONS FOR PUBLIC HEARING

1. **Motion to approve one of the statements of consistency and reasonableness.**
2. **Motion to approve or deny request.**

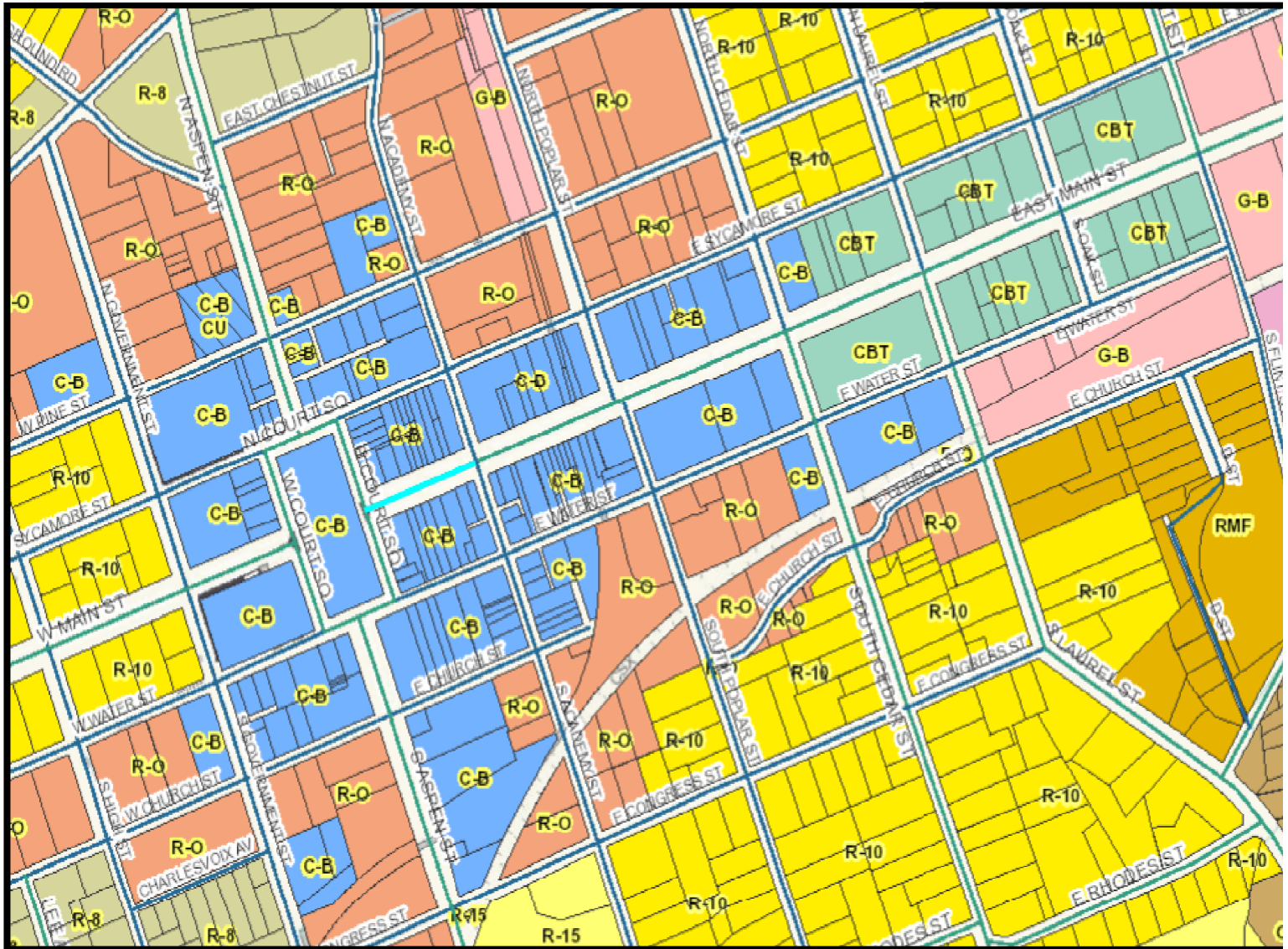
ITEM #

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DATE: June 6, 2019

BACKGROUND

Lincolnton's downtown area is zoned a combination of the Central Business (C-B) and the Central Business Transitional (CBT) districts as shown on the below map.



DOWNTOWN CORE

The area located generally between Government Street and Cedar Street is zoned CB and has been zoned CB since the adoption of citywide zoning in 1990.

DOWNTOWN FRINGE

The area located generally between Sycamore Street, Flint Street, Water Street and Cedar Street was initially zoned General Business (GB) along with the majority of the frontage of East Main Street beyond downtown. In 2000, the City created the CBT district and rezoned this area to the newly created CBT district in order to allow an expansion of the commercial core area with more urban development standards. (See Attachment A).

Both the C-B and CBT districts limit business identification signage to walls signs, canopy signs and awning signs and do not allow new freestanding signs. Most of the established businesses and services in the area formerly zoned GB already had a freestanding sign when the area was rezoned to CBT. Those signs became legal, nonconforming signs with the rezoning to CBT and are grandfathered and allowed to remain. The locations that did not already have a freestanding sign at the time of the rezoning are not allowed to have a freestanding sign under the regulations.

The net effect is that many businesses in the fringe area bordering the downtown core have the advantage of being able to be identified by signage in front of their building while others do not. It is atypical for zoning regulations to not allow any freestanding signage in downtown areas. Staff compared the City's ordinance with 11 other cities throughout the state and of those cities, only Lincolnton's ordinance prohibits new freestanding signs in the downtown area.

PROPOSED AMENDMENT

Planning staff is proposing an amendment to allow freestanding ground signs (not pole or pylon signs) in the Central Business and Central Business Transitional zoning districts subject to location criteria, size and height limits and a design review process.

LOCATION REQUIREMENTS

The proposed amendment would allow a ground sign if the following location requirements are met:

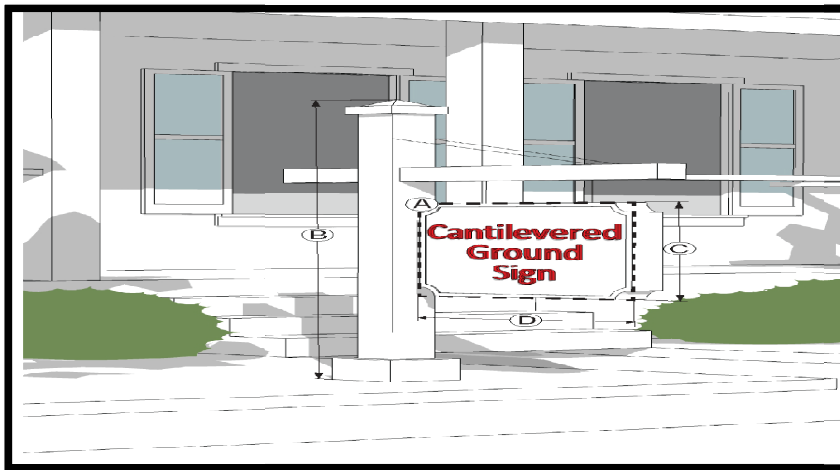
- The associated business is located in a building that is set back at least ten (10) feet from the abutting sidewalk,

- If sidewalk does not exist along the street frontage, the building is located at least ten (10) feet from the back of the edge of pavement or curb,
- The sign is to be located a minimum of five (5) feet behind the abutting sidewalk,
- If sidewalk does not exist along the street frontage, the sign is to be located at least ten (10) feet from the back of the edge of pavement or curb,
- The sign is to be located a minimum of five (5) feet from any side lot line, and
- The sign is to be located outside of any sight triangle at a street or driveway.

SIZE AND HEIGHT LIMITS

The proposed amendment would allow a cantilevered ground sign, a post and panel sign or a monument ground sign subject to the below size and height limits:

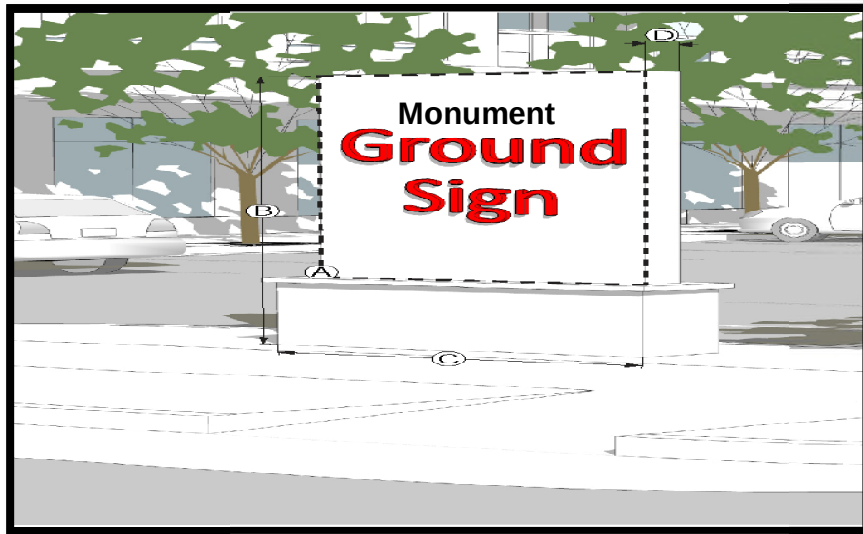
Cantilevered Ground Sign/ Post and Panel Sign



Dimensions		
Ⓐ	Display surface (max)*	9 SF
Ⓑ	Support height (max)	10'
Ⓒ	Sign height (max)	6'
Ⓓ	Display surface height, width (max)	3'

*Area associated with the text of a building name or address is exempt from maximum display surface calculation.

Monument Ground Sign



Dimensions		
Ⓐ	Display surface (max)*	8 SF
Ⓑ	Sign height (max)	8'
Ⓒ	Sign width (max)	10'
Ⓓ	Sign Thickness	12"

*Area associated with the text of a building name or address is exempt from maximum display surface calculation.

DESIGN REVIEW PROCESS

The proposed amendment would require applications for freestanding signs to be consistent with the attached design guidelines and to be reviewed by a Design Review Committee appointed by the City Manager.

PLANNING BOARD AND STAFF RECOMMENDATION

Planning Board and Staff recommend the following two actions:

1. Approval of attached statement of consistency and reasonableness for approval of application.
2. Approval of amendment.

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

Case No. ZTA-2-2019

Applicant: City of Lincolnton Planning Department

Request: Amend Section 153.170, Signs Permitted in the C-B (Central Business) District and CBT (Central Business Transitional) District of the Unified Development Ordinance to revise the sign regulations

Proposed Consistency and Reasonableness Statement:

The proposed amendment **is consistent** with the adopted Lincolnton Land Use Plan in that it is not contrary to the goals and objectives outlined by the Plan and **approval of the amendment is reasonable and in the public interest** in that it will remove an unnecessary barrier to economic development while ensuring the protection of nearby areas.

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

Case No. ZTA-2-2019

Applicant: City of Lincolnton Planning Department

Request: Amend Section 153.170, Signs Permitted in the C-B (Central Business) District and CBT (Central Business Transitional) District of the Unified Development Ordinance to revise the sign regulations

Proposed Consistency and Reasonableness Statement:

The proposed amendment **is not consistent** with the adopted Lincolnton Land Use Plan in that it is contrary to the goals and objectives outlined by the Plan and **denial of the proposed amendment is reasonable and in the public interest** in that it will maintain development requirements intended to protect nearby properties.



DRAFT

DOWNTOWN LINCOLNTON

DESIGN GUIDELINES

FOR FREESTANDING SIGNAGE



New signs in Historic Downtown Lincolnton can present special design challenges. Signs using modern materials and construction methods can be well - designed or poorly designed, as can signs constructed with traditional materials.

For this reason, proposals for freestanding business identification signs within the downtown area are subject to design standards and review by the Design Review Committee as provided for under Section 153.170 of the Unified Development Ordinance.

Freestanding business identification signs in Downtown Lincolnton are limited to ground signs. Ground signs could be a post sign that consists of a two sided sign hanging from the extended arm / bracket of a single post anchored into the ground, a sign mounted between two posts anchored into the ground or a monument ground sign.



APPLICATION PROCESS

Proposals for freestanding signs in the C-B (Central Business) and CBT (Central Business Transitional) districts shall be evaluated and approved upon a finding by the Design Review Committee that:

1. The overall design and materials used in the construction of the sign are sympathetic to the historic character of the downtown; and/or
2. The proposal represents an innovative way to achieve a sympathetic, quality design with materials and/or techniques that were not generally available in the past.

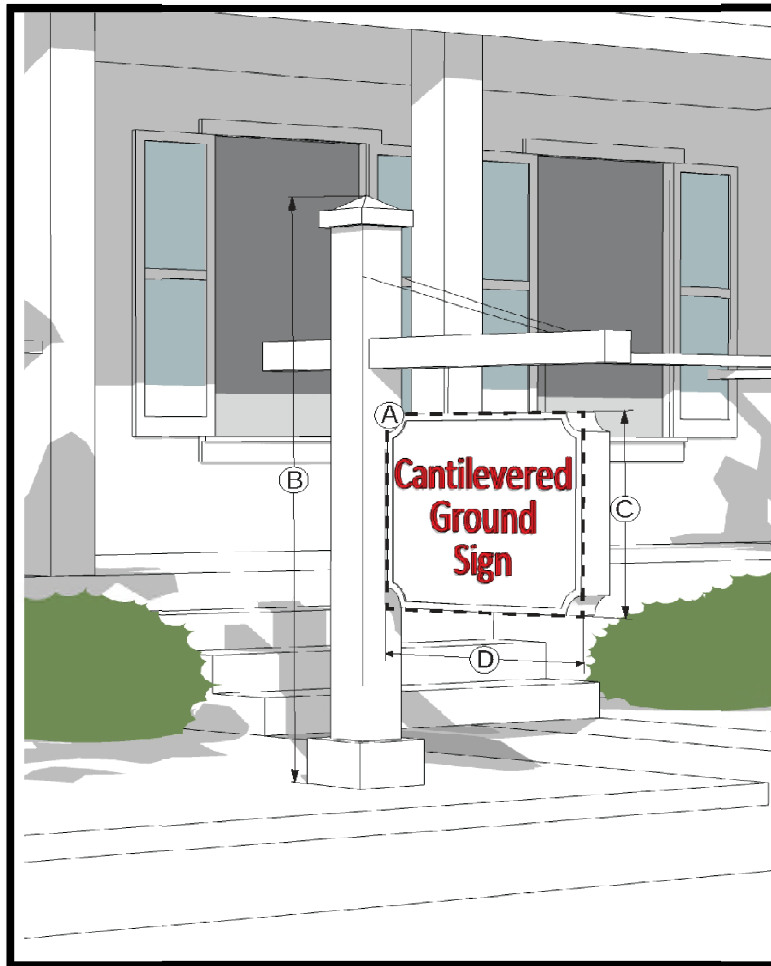
Applicants must submit, at a minimum, a detailed scale drawing of the sign indicating its dimensions, placement on the site or building, lettering sizes and fonts, and all materials that are to be used in its construction. In addition, Design Review Committee members may require the submission of samples of materials proposed if deemed necessary for proper review and consideration of the application.

LOCATION

Freestanding signs can be appropriate in locations where the following criteria are met:

1. The associated business is located in a building that is set back at least 10 feet from the abutting sidewalk. If sidewalk does not exist along the street frontage, the building is located at least 10 feet from the back of the edge of pavement or curb.
2. The sign is to be located a minimum of five (5) feet behind the abutting sidewalk. If sidewalk does not exist along the street frontage, the sign is to be located at least 10 feet from the back of the edge of pavement or curb.
3. The sign is to be located a minimum of five (5) feet from any side lot line.
4. The sign is to be located outside of any sight triangle at a street or driveway.

**MAXIMUM SIGN SIZE - CANTILEVERED GROUND SIGN/POST AND
PANEL SIGN**



Dimensions		
Ⓐ	Display surface (max)*	9 SF
Ⓑ	Support height (max)	10'
Ⓒ	Sign height (max)	6'
Ⓓ	Display surface height, width (max)	3'

*Area associated with the text of a building name or address is exempt from maximum display surface calculation.

MAXIMUM SIGN SIZE - MONUMENT GROUND SIGN



Dimensions		
Ⓐ	Display surface (max)*	8 SF
Ⓑ	Sign height (max)	8'
Ⓒ	Sign width (max)	10'
Ⓓ	Sign Thickness	12"

*Area associated with the text of a building name or address is exempt from maximum display surface calculation.

DESIGN

The design and materials used in the construction of the sign should be consistent with the historic character of downtown and meet the following criteria:

1. Materials and colors should be architecturally compatible with the building and the surrounding area.
2. Building facade materials found in downtown historically have included wood, brick and stone. Freestanding signs should use materials that are compatible in quality, texture and finish to those common in the downtown area.
3. Colors should be consistent with the suggested color palette.
4. Plastic or vinyl sign faces or lettering should be avoided.
5. Any hanging bracket, post and /or sign base should be an integral part of the design.

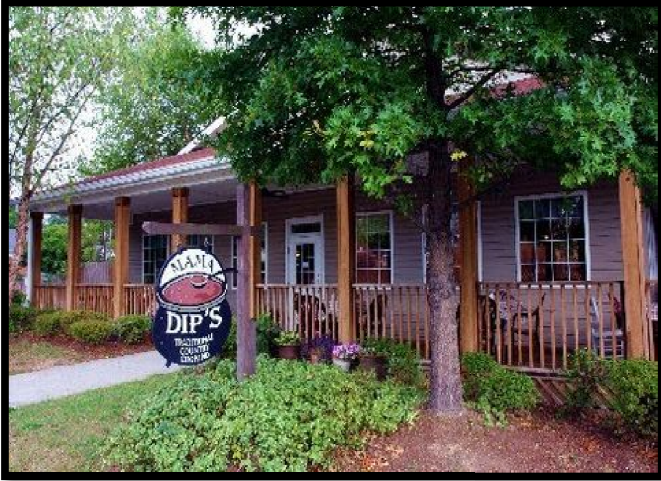
This



Not This



This



Not This



This



The small-scale signs above complement the historic character of the buildings they serve.

Not This



Vinyl and plastic signs and pylon signs are generally not consistent with the character of Downtown Lincolnton.

Suggested Color Palette



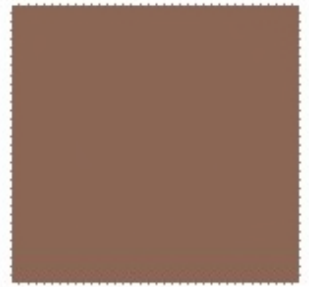
Roycroft Vellum
SW 2833



Birdseye Maple
SW 2834



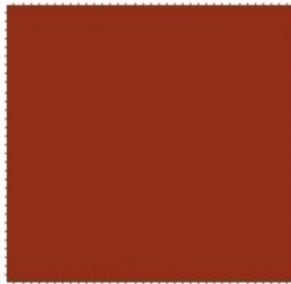
Craftsman Brown
SW 2835 P1



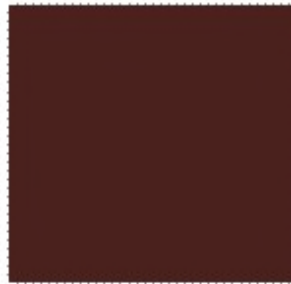
Quartersawn Oak
SW 2836



Hammered Silver
SW 2840



Roycroft Copper Red
SW 2839



Polished Mahogany
SW 2838



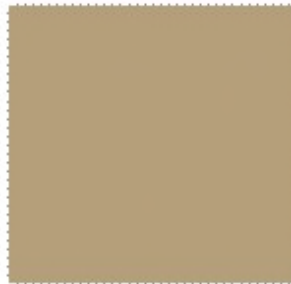
Aurora Brown
SW 2837



Roycroft Mist Gray
SW 2844



Roycroft Brass
SW 2843



Roycroft Suede
SW 2842



Weathered Shingle
SW 2841



Bunglehouse Gray
SW 2845



Roycroft Bronze Green
SW 2846



Roycroft Bottle Green
SW 2847



Roycroft Pewter
SW 2848

**An Ordinance to Amend the
City of Lincoln
Unified Development Ordinance
to Modify the Sign Requirements
in the Central Business (CB) and
Central Business Transitional (CBT) Districts**

Section 1. Amend Section 153.170, Signs Permitted in the C-B Central Business District and the CBT Central Business Transitional District, to allow ground signs subject to certain standards and conditions as follows. Newly adopted language is underlined and highlighted in yellow.

§ 153.170 SIGNS PERMITTED IN THE C-B CENTRAL BUSINESS DISTRICT AND THE CBT CENTRAL BUSINESS TRANSITIONAL DISTRICT.

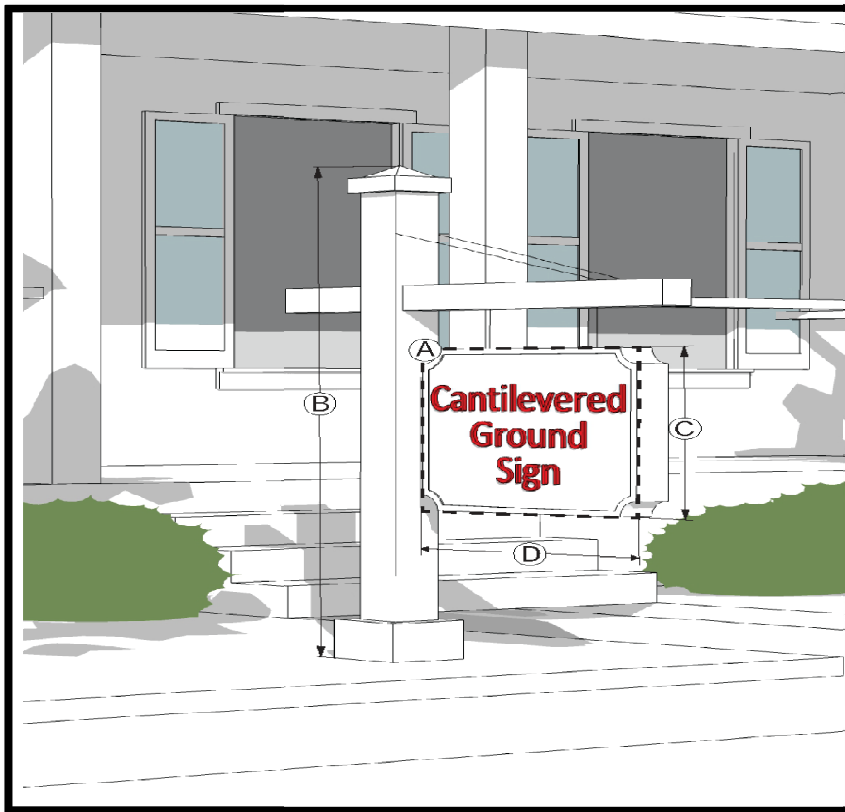
(A) *Generally.* Except as otherwise permitted by this chapter, signs in the C-B and CBT Districts shall be limited to wall signs and canopy or awning signs. Freestanding signs are limited to ground signs and allowed only in accordance with the conditions and provisions outlined in Section 153.170 (F).

(F) *Ground signs.* Freestanding identification signs are limited to ground signs subject to the following conditions and standards:

1. The associated business is located in a building that is set back at least 10 feet from the abutting sidewalk. If sidewalk does not exist along the street frontage, the building is located at least 10 feet from the back of the edge of pavement or curb.
2. The sign is to be located a minimum of five (5) feet behind the abutting sidewalk. If sidewalk does not exist along the street frontage, the sign is to be located at least 10 feet from the back of the edge of pavement or curb.
3. The sign is to be located a minimum of five (5) feet from any side lot line.
4. The sign is to be located outside of any sight triangle at a street or driveway.

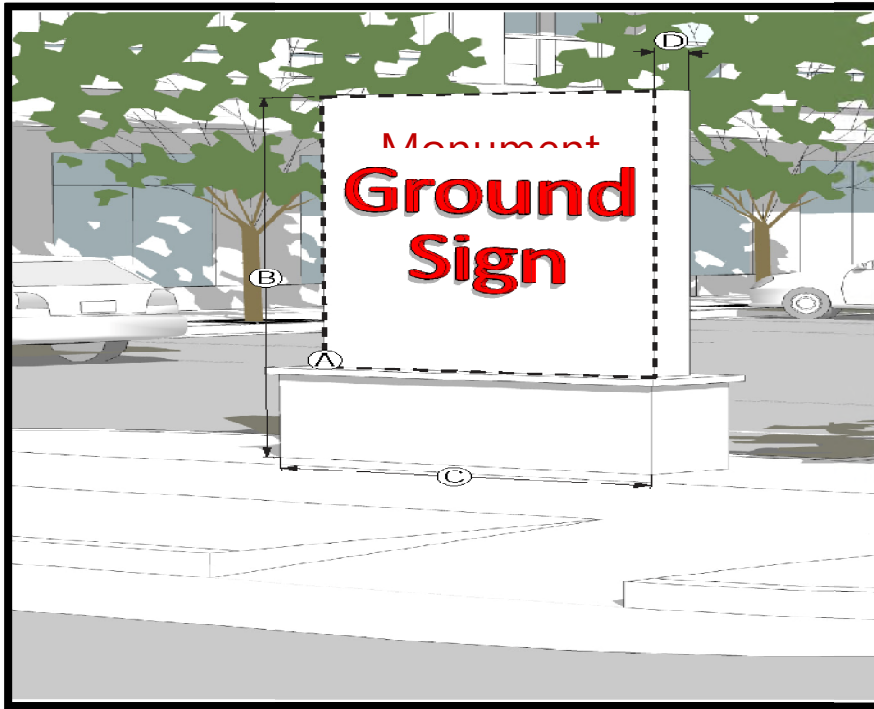
5. The dimensions of the sign shall conform to the below:

a. Cantilevered ground sign/ Post and panel sign



Dimensions		
Ⓐ	Display surface (max)	9 SF
Ⓑ	Support height (max)	10'
Ⓒ	Sign height (max)	6'
Ⓓ	Display surface height, width (max)	3'

b. Monument ground sign



Dimensions		
Ⓐ	Display surface (max)	8 SF
Ⓑ	Sign height (max)	8'
Ⓒ	Sign width (max)	10'
Ⓓ	Sign Thickness	12"

6. Area associated with the text of a building name or address is exempt from above maximum display surface calculations.
7. The design and materials used in the construction of the sign shall be consistent with the Downtown Lincolnton Design Guidelines for Freestanding Signage.
8. No freestanding sign within the CBD or CBT district shall be erected until an application for design review has been submitted to and approved by the Design Review Committee (DRC) charged with review and approval of such applications. The DRC shall be a committee comprised of City staff and appointed by the City Manager.
 - a. Application approval is required prior to the issuance of a sign permit. The sign permit may be issued subject to reasonable conditions necessary to carry out the purposes of this section.
 - b. An approved application for design review shall be required whether or not other permits may be required, but said approval does not obviate the necessity of procuring other permits as may be required by law; provided, however, any permit issued other than in conformity with this Chapter shall be invalid.

Section 2. That this ordinance shall become effective upon its adoption.

MOTIONS FOR PUBLIC HEARING

1. **Motion to approve one of the statements of consistency and reasonableness.**
2. **Motion to approve or deny request.**

ATTACHMENT A

MEMO TO: Mayor and City Council Members

FROM: Steve Gurley, Planning Director 

THROUGH: Jeff Emory, City Manager

SUBJECT: Proposed Central Business Transitional Zoning District (ZTA-1-00)

DATE: September 21, 2000

BACKGROUND

At the May 16, 2000 Planning Board meeting, Staff presented a proposal for a new Central Business Transitional (CBT) zoning district. The notion of creating such a district originated with several members of the Downtown Development Association (DDA). Once established, it was suggested that it be applied to the six block area bounded by Sycamore Street on the north, Flint Street on the east, Water Street on the south, and Cedar Street on the west (excluding the Cultural Center which is already in the Central Business District).

RATIONALE FOR DISTRICT AND POTENTIAL DISTRICT LOCATION

A concern expressed by DDA members is that development of certain areas adjacent to the Central Business District is difficult with existing zoning ordinance standards. Specifically, the area on either side of East Main Street between Cedar and Flint Streets, being physically constrained by Sycamore Street on the north and Water Street on the south, is difficult to develop using the standards set forth in the General Business (GB) district standards that now apply in that area. The combination of building setbacks and parking standards make it difficult to construct a "reasonable" business use on the existing properties.

COMMENTS FROM PROPERTY OWNERS

Before the Planning Board's recommendation on this matter, Staff held two open house sessions at the Planning Department offices to solicit comment from property owners who would be impacted by the proposed district. Several citizens visited us at the open house and several have called since the open house sessions. Responses to the proposal have been generally favorable. Most questions have been centered on how the proposed district will change allowed land uses in the proposed coverage area. The CBT District as proposed will not allow the same range of uses as are allowed in the GB District. For instance, the used car dealership and tire sales/service uses in the proposed CBT coverage area would become nonconforming (grandfathered) uses in the CBT District. They are allowed in the existing GB District. Adjacent property owners tended to be agreeable with a proposal that would limit future land uses to something less than that allowed in the existing GB District. Another question posed concerned the proposed required "build to" lines requirements proposed in both the CB and CBT Districts. As drafted, new structures in both districts would be required to build to the front and side boundaries.

Staff encourages that new land uses in the CB District locate on property boundaries, but it is not required. This standard if approved for both the CB and proposed CBT Districts will help ensure that future central business development conforms with the majority of existing central business development. Finally, a concern was expressed by the Public Works and Utilities Director about provisions for utility infrastructure in the CB and proposed CBT areas. In response to that concern, Staff has incorporated into the amendments a requirement that an expansion joint be place between any sidewalk and structure when such structure is built so as to abut existing sidewalks.

**PROPOSED AMENDMENTS TO THE CENTRAL BUSINESS DISTRICT,
PROPOSED CENTRAL BUSINESS TRANSITIONAL ZONING DISTRICT AND
RELATED AMENDMENTS TO THE ZONING ORDINANCE**

Amend Section 7.9.3 of the Zoning Ordinance by adding new subparts 8 and 9 to read as follows:

- “8. Minimum build to lines – all primary structures placed on properties in the CB District shall be constructed at the minimum front and side setback boundaries.
9. Where new structures are constructed adjacent to existing sidewalks, an expansion joint shall be placed between such structures and the sidewalk.”

Amend Part 6 of the Zoning Ordinance by adding a new 6.2.9.A between 6.2.9 and 6.2.10. The new subpart should read:

“6.9.A Central Business Transitional District

The purpose of this district is to permit concentrated development of a wide variety of retail establishments, personal services and professional and non-professional offices. In addition, certain industrial and residential uses may be developed with City Council approval. Like the Central Business District, yard regulations are minimal. However, unlike the Central Business District, off-street parking standards must be met for all uses permitted in the district. The number of off-street parking spaces required for uses in the Central Business Transitional District is less than that for other business and commercial districts since land size limitations restrict parking area availability. Land in this district exhibits some of the same characteristics as land within the Central Business District, but is generally not developed in the same concentrations as the Central Business District.”

Amend Part 7 of the Zoning Ordinance by adding a new Section 7.9.A between Sections 7.9 and 7.10. The new section should read:

“Section 7.9.A CBT Central Business Transitional District

7.9.A.1 Permitted Uses

The following uses are permitted by right:

All uses permitted in Section 7.9.1 of this Ordinance.

7.9.A.2 Conditional Uses

The following uses may be allowed upon the issuance of a conditional use permit by the City Council in accordance with Part 13 of this Ordinance:

All uses permitted in Section 7.9.2 of the Ordinance.

7.9.A.3 Yard Requirements

1. Minimum lot size – none
2. Minimum lot width – none
3. Minimum front yard setback – none
4. Minimum build to lines – all primary structures placed on properties in the CBT District shall be constructed at the minimum front and side setback boundaries.
5. Minimum side yard setback – none except ten (10) feet shall be required on all corner lots and twenty (20) feet on side yards which abut any Residential (R) District.
6. Minimum rear yard setback – none except twenty (20) feet shall be required on all lots whose rear yard abuts a Residential (R) District.
7. Maximum building height – forty (40) feet except as permitted in Section 5.10 of the Ordinance.
8. Off –street parking and loading – all off-street parking requirements as prescribed in Part 10 of this Ordinance. Where lots in this district abut Main Street, the building, or the principle building in a multi-building project, shall be located between Main Street and any off-street parking

facilities. Off-street loading requirements as prescribed in Part 10 of this Ordinance shall be waived.

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

7.9.A.4 Screening and Landscaping

Screening when required by Section 5.2.1 of this Ordinance shall be installed in accordance with Section 5.2 of this Ordinance. Street landscaping, as addressed in Section 5.3.1 of this Ordinance, shall not be required in the CBT District.

When off-street parking is provided, landscaping shall be installed, as applicable, pursuant to Section 5.3.2. of this Ordinance.”

PROPOSED AMENDMENTS TO PART 9 (SIGNS) OF THE ZONING ORDINANCE IN RESPONSE TO CREATION OF A CBT DISTRICT

Amend Section 9.11 title and introductory sentence to read:

“Section 9.11 Signs Permitted in the C-B Central Business District and the C-BT Central Business Transitional District

Except as otherwise permitted by this ordinance, signs in the C-B and C-BT Districts shall be limited to wall signs and canopy or awning signs.”

PROPOSED AMENDMENTS TO PART 10 (OFF-STREET PARKING AND LOADING REQUIREMENTS) OF THE ZONING ORDINANCE IN RESPONSE TO THE CREATION OF A CBT DISTRICT

Amend Section 10.1.9 by adding a new sentence between the second and third sentences of the introductory paragraph as follows:

“Parking space calculations for proposed off-street parking lots in the C-BT District shall be reduced by thirty-three percent (33%) of the total amount calculated using the formulas required in this section.”

OTHER REGULATIONS THAT WILL NEED TO BE ADDRESSED AND
POTENTIALLY AMENDED AS A RESULT OF ADOPTION OF THESE
AMENDMENTS

The Fire Code Standards that presently apply to the Central Business District will need to be applied to the area where the Central Business Transitional District applies since the CBT will allow zero lot lines.

PLANNING BOARD AND STAFF RECOMMENDATION

Adopt the proposed amendments to the zoning ordinance incorporated in this memorandum.

MEMO TO: Mayor and City Council Members

FROM: Steve Gurley, Planning Director 

THROUGH: Jeff Emory, City Manager

SUBJECT Rezoning Application Submitted by Planning Department Staff (ZMA-5-00)

DATE: September 21, 2000

BACKGROUND

With the adoption of the Central Business Transitional District as a new district in the zoning ordinance text, the next step is to apply the district to the six-block area described in the memorandum incorporating those text amendments.

DESCRIPTION

The area of consideration is shown on the attached map. Total land area covered if the land is rezoned will be about 10.5 acres not including street right-of-way. The area is bounded by Sycamore Street to the north, Flint Street to the east, Water Street to the south and Cedar Street to the west with the exception of the Cultural Center, which is already in the CB District.

RATIONALE FOR REZONING

Rezoning the property to CBT District will allow for a reasonable expansion of the commercial core of Lincolnton. All of the property is described on the "Lincolnton Land Development Plan" as existing or future business planning area. Rezoning will help promote some of the neo-traditional planning elements that many communities are using successfully to help maintain central business district vitality.

RECOMMENDATION

Rezone the property as described above from General Business (GB) District to Central Business Transitional (CBT) District.

⊙ = SITE LOCATION

Prepared for:



ITEM #

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PUBLIC HEARING

Notice is hereby given that the Mayor and City Council will hold a Public Hearing on Thursday, June 6, 2019 at 7:00 p.m. in the Council Chambers of City Hall, located at 14 West Sycamore Street to consider amending the City's Code of Ordinances as follows:

TITLE VII – Traffic Code - Chapter 75

PARKING SCHEDULES Schedule I – PARKING PROHIBITED AT ALL TIMES –

ADD: North Poplar – From Sumner Street to the dead end (North Direction)

Schedule VII – OTHER RESTRICTIONS – PARALLEL PARKING

ADD: North Aspen Street – Court Street to Pine – Parallel parking only

CHAPTER 72.03 – PARKING OVERSIZED VEHICLES OR TRAILERS ON STREETS –

Amend as follows:

(A) It shall be unlawful to park a vehicle, as described in division (B) of this section, in any residentially zoned area of the city ~~for more than 24 hours during a seven-day period.~~ The **No** vehicle or **trailer including those in section (C) 1 and (C) 2 below** shall not block the street or interfere with the **emergency response passage or any** other normal flow of traffic.

Parking of oversized vehicles and trailers as described in division (B) is prohibited in diagonal spaces.

(B) A vehicle to which this section shall be applicable shall be a truck, tractor, trailer, **(regardless of size),** semi-trailer or bus which has a gross weight in excess of 10,000 pounds or which has a length of 270 inches (22 feet and six inches) overall or a width in excess of 96 inches (eight feet) **or a height in excess of 96 inches (eight feet).**

(C) This section shall not be applicable to the following vehicles:

(1) A vehicle in the process of being loaded, unloaded or in the performance of service to or for property located adjacent to the public street; or

(2) A vehicle temporarily rendered inoperable by mechanical difficulty for the time necessary to effect necessary repairs, but in no event to exceed three hours.

(Prior Code, § 13-59) (Ord. O-47-96, passed - -) Penalty, see § 70.99

Parties in interest and citizens shall have the opportunity to be heard and may obtain further information of the hearing from the office of the City Clerk, located at City Hall, 114 West Sycamore Street, Monday through Friday from 8:30 am until 5:00 p.m.

Advertise (2tl): Wednesday, May 22, 2019
Wednesday, May 29, 2019

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

PUBLIC HEARING

CITY OF LINCOLNTON 2019-2020 PROPOSED BUDGET

The Mayor and City Council will hold a Public Hearing on Thursday, June 6, 2019 at 7:00 p.m. in the Council Chambers of City Hall, located at 114 West Sycamore Street, Lincolnton, NC.

The purpose of the hearing is to receive public comment concerning the proposed budget for fiscal year 2019-2020. The proposed budget, totaling \$ 29,036,999.00 is currently on file in the City Clerks office and available for public inspection.

DONNA C. FLOWERS, MMC
CITY CLERK

Advertise 2tl: Wednesday, May 22, 2019
Wednesday, May 30, 2019

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
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donnaflowers@ci.lincolnton.nc.us
CITY ATTORNEY
Thomas J. Wilson, Jr.

MEMORANDUM

TO: Mayor and Council

FROM: Steve Zickefoose, City Manager *Steve*

SUBJECT: Proposed Budget 2019-20

DATE: May 28, 2019

A public meeting will be held at the June 6th Council Meeting to receive comments on the proposed 2019-20 operating budget. The budget was presented in early May and a copy has been kept on file in the City Clerk's office for review.

The proposed operating budget for the City of Lincolnton for fiscal year 2019-2020 includes four major funds, and totals \$29,036,999.

City Council will then have the option of adopting the official budget ordinance at the June 6th meeting or conducting additional budget work sessions. The deadline for adopting the budget is July 1st.

Please let me know if you have any questions or comments regarding the proposed budget.

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



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Thomas J. Wilson, Jr.

BUDGET ORDINANCE

AN ORDINANCE ESTABLISHING REVENUES AND AUTHORIZING EXPENDITURES FOR
FISCAL YEAR 2019-2020 FOR THE CITY OF LINCOLNTON

BE IT ORDAINED by the Mayor and City Council of the City of Lincolnton:

SECTION 1. The following amounts are hereby appropriated in the General Fund for the operation of the City government and its activities for the fiscal year beginning July 1, 2019 and ending June 30, 2020 in accordance with the chart of accounts heretofore established for this City:

City Manager/Clerk	\$ 277,495
Human Resources	243,020
Finance	149,630
General Expense	1,108,160
General Debt Service	424,632
Police	3,218,020
Fire	2,255,800
Public Works	44,010
Street	1,164,325
Equipment Services	115,970
Solid Waste	823,855
Plannin/Zoning	575,420
Bus & Comm. Dev	133,200
Recreation	1,285,163
	<u>\$ 11,818,700</u>

SECTION 2. It is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2019 and ending June 30, 2020:

Property Taxes	\$ 5,318,000
Sales and Use Tax	3,060,000
Permits and Fees	43,500
Franchise Tax	855,000
Beer & Wine Tax	44,000
Payment in Lieu of Taxes-Outside Source	22,470
Payment in Lieu of Taxes	405,296
DMV Taxes	150,000
Controlled Substance Tax	4,500
Firefighters Relief Fund Tax	5,200
Solid Waste Disposal Tax	6,000
Lease / Rental Vehicle Tax	20,000
Grants	1,000,000
Sales and Services	20,000
SRO Reimbursement	129,800
Investment Income	30,000
ABC Revenues	110,000
Recreation Revenues	125,000
Capital Contributions	-
Miscellaneous	49,934
Issuance of Debt	300,000
Reimbursement from Powell Bill	120,000
Fund Balance Appropriated	-
	<u>\$ 11,818,700</u>

SECTION 3. The following amounts are hereby appropriated in the Powell Bill Fund for the fiscal year beginning July 1, 2019, and ending June 30, 2020 in accordance with the chart of accounts heretofore approved for the City:

Powell Bill Construction/Other	<u>\$ 545,000</u>
--------------------------------	-------------------

SECTION 4. It is estimated that the following revenues will be available in the Powell Bill Fund for the fiscal year beginning July 1, 2019 and ending June 30, 2020:

Powell Bill Allocation	\$ 304,000
Grants	\$ -
Investment Income	4,000
Fund Balance Appropriated	<u>237,000</u>
	<u>\$ 545,000</u>

SECTION 5. The following amounts are hereby appropriated in the Water and Sewer Fund for the operation of the water and sewer utilities for the fiscal year beginning July 1, 2019 and ending June 30, 2020, in accordance with the chart of accounts heretofore approved for the City:

Water Treatment Plant	\$ 1,506,850
Distribution and Collection	1,847,150
Wastewater Treatment Plant	1,567,500
Water and Sewer Intangibles	<u>3,695,449</u>
	<u>\$ 8,616,949</u>

SECTION 6. It is estimated that the following revenues will be available in the Water and Sewer Fund for the fiscal year beginning July 1, 2019 and ending June 30, 2020.

Investment Income	\$ 55,000
Charges for Service - Water	3,460,000
Charges for Service - Sewer	4,300,000
Connection Charges	27,000
Capital Contributions	-
Proceeds from Issuance of Debt	-
Other Operating Revenues	204,949
Other Financing Sources	<u>570,000</u>
	<u>\$ 8,616,949</u>

SECTION 7. The following amounts are hereby appropriated in the Electric Fund for the operation of the electric utility for the fiscal year beginning July 1, 2019 and ending June 30, 2020, in accordance with the chart of accounts heretofore approved for the City:

Electric Operations	<u>\$ 7,801,350</u>
---------------------	---------------------

SECTION 8. It is estimated that the following revenues will be available in the Electric Fund for the fiscal year beginning July 1, 2019 and ending June 30, 2020:

Investment Income	\$ 15,000
Electric Sales	7,034,600
Electric Municipal Operations	700,000
Other Operating Revenue	206,750
Other Financing Sources	<u>100,000</u>
	<u>\$ 8,056,350</u>

SECTION 9. There is hereby levied a tax rate of fifty-six cents (\$.56) per one hundred (\$100) valuation of property as listed for taxes as of January 1, 2019 for the purpose of raising the revenue listed as "Property Taxes" in the general fund in Section 1 of this ordinance.

This rate is based on a total valuation of property for the purposes of taxation of \$ 961,500,000 and an estimated rate of collection of 98.5%.

There is hereby levied a municipal vehicle tax of \$20 per registered and tagged motorized vehicle resident in the city.

SECTION 10. Electric Rates No Increase.

SECTION 11. Water & Sewer Rates No Increase.
No Increase.

SECTION 12. Appropriations are authorized by department totals. The City Manager is authorized to reallocate departmental appropriations among line item objects of expenditures and revenues as necessary during the budget year.

SECTION 13. Copies of this Budget Ordinance shall be furnished to the Clerk to the Governing Board and to the Budget Officer and Finance Director to be kept on file by them for their direction in the disbursement of funds.

TOTAL GROSS BUDGET \$ 29,036,999

Adopted this 6th day of June, 2019

Attest:

Donna C. Flowers, CMC
City Clerk

Edward L Hatley
Mayor

CITY OF LINCOLNTON

PROPOSED SCHEDULE OF FEES

2019-20

ADMINISTRATIVE FEES	
Per copy fee	\$.10 per page

FINANCE DEPARTMENT		
Hollybrook Cemetery Lot Sales	Resident	Non-Resident
Per Burial Space	\$600.00	\$1,200.00
Second Right of Interment	\$300.00	\$ 750.00
Hollybrook Cemetery Niche Sales		
Per Niche	\$800.00	\$1,500.00
Second Right of Interment		
Per Niche	\$400.00	\$ 400.00
Engraving	\$125.00	\$ 125.00
Niche Opening After Initial Inurnment	\$200.00	\$ 200.00
Per Burial Space	\$600.00	\$1,500.00
Employees and retirees who do not reside in the city limits qualify for city resident rate for immediate family household members only. Active employees must be full time and shall have worked two years in order to qualify for the discount.		
Normal hours of the Cemetery Sexton are Monday through Friday from 8:30 am until 3:00 pm. In the event of an interment on weekends or Holidays, the provider funeral home shall pay a service fee to the City to cover personnel costs.	\$150.00	\$150.00

FEES ASSOCIATED WITH UTILITY SERVICE		
Utility Deposits	Inside City	Outside City
Temporary Hydrant Meter Deposit	\$200.00	\$400.00
Residential Water and/or Sewer Deposit	\$50.00	\$100.00
Residential Electric Deposit	\$250.00 Flat Rate	
Note: Residential owners of real property providing proof of ownership will be exempt from utility deposits; renters having 24 months of good payment history with City of Lincolnton will also be exempt.		
Business Water and/or Sewer Deposit	\$50.00	\$100.00
	Or two (2) times the monthly average bill for the location, whichever is greater.	
Business Electric Deposit	\$250.00	
Note: Business owners of real property providing proof of ownership will be exempt from utility deposits.	Or two (2) times the monthly average bill for the location, whichever is greater.	
Returned Check Charge	\$25.00	
Default Fee	\$50.00	
After Hours Default Fee (if utility services are restored on weekends, holidays or after 4:30 pm on normal weekdays of the Utility Billing Office.)	\$75.00	
Late Fee (For payment after due date, but before disconnection)	\$25.00 or 5% of the total bill, whichever is greater.	

CITY OF LINCOLNTON

PROPOSED SCHEDULE OF FEES

2019-20

Same Day Service Connection	\$50.00
Broken Lock Fee	\$25.00
Meter Tampering Fine First Offense Second Offense Third and Subsequent Offenses	\$100.00 \$200.00 \$500.00 plus estimated water or electric usage
Meter Test Charge (no charge if meter is defective)	\$150.00/Residential meter \$250.00/Demand meter
Temporary Electric Construction Service Charge	\$25.00
'In and out' Electric Service Charge	Cost will be determined
Meter Fee- Residential	\$209.00
Meter Fee- Commercial	\$437.00

ELECTRIC RATES (All electric rates are subject to sales tax.)	
Residential	
Facilities Charge:	\$13.16
Energy Charge:	
First 350 kwh @	.1093 per/kwh
Next 950 kwh @	.1179 per/kwh
All Over 1300 kwh @	.1232 per/kwh
Small General Service (Less than 100 KW demand)	
Facilities Charge:	\$27.16
Demand Charge:	
First 30 kw of billing demand	N/C
All over 30 kw of billing demand	\$ 7.44 per kw
Energy Charge:	
First 3000 kwh @	.1537 per/kwh
All Over 3000 kwh @	.0829 per/kwh
Medium General Service (100-199 KW demand)	
Facilities Charge:	\$39.78
Demand Charge:	
All kw of billing demand	\$ 8.50 per kw
Energy Charge:	
All kwh	.00729 per/kwh

CITY OF LINCOLNTON

PROPOSED SCHEDULE OF FEES

2019-20

Large General Service (200+ KW Demand)			
Facilities Charge:		\$52.41	
Demand Charge:	All kw of billing demand	\$ 11.35 per kw	
Energy Charge:	All kwh	.0628 per/kwh	
New Large Load Commercial (Must equal or exceed 500 kw but be less than 3000 kw during at least nine months of a twelve-month period.) (Applies only to new customers after January 7, 2010)			
Basic Facilities Charge:		\$348.19	
Demand Charge:	Summer (Jun – Sep)	\$ 23.00 per kw	
	Winter (Oct – May)	\$ 4.18 per kw	
Energy Charge:	First Energy Block	0.0529 per kwh	
	Additional Energy Block	0.0529 per kwh	
OP – 10 – 1 Commercial (Must equal or exceed 100 kw but be less that 500 kw during at least nine months of a twelve month period.) (Applies only to new customers after June 2, 2011)			
Basic Facilities Charge:		\$ 184.23	
Demand Charge:		\$ 18.43 per kw	
Monthly Billing Demand:	On – Peak Summer (Jun – Sep)	\$ 3.68 per kw	
	On – Peak Winter (Oct – May)	\$ 1.23 per kw	
	Excess Demand (All Months)		
Energy Charge:	Summer (Jun – Sep)	0.0515 per kwh	
	On – Peak	0.0491 per kwh	
	Off – Peak		
	Winter (Oct - May)	0.0491 per kwh	
	On – Peak	0.0429 per kwh	
	Off – Peak		
RENEWABLE ENERGY PORTFOLIO STANDARDS (REPS) CHARGES			
Monthly electric charges for each customer account computed under the City’s applicable electric rate schedule will be increased by an amount determined by the table below:			
<u>Customer Account Type</u>	<u>Renewable Resources</u>	<u>DSM/Energy Efficiency</u>	<u>Total REPS Charge</u>
Residential Account	\$ 0.72	\$ 0.00	\$ 0.72
Commercial Account	\$ 3.93	\$ 0.00	\$ 3.93
Industrial Account	\$ 40.51	\$ 0.00	\$ 40.51
Exceptions			
<u>Industrial and Commercial Customers Opt-out</u>			
All industrial customers, regardless of size, and large commercial customers with usage greater than one million kwh’s per year can elect not to participate in City’s demand-side management and energy efficiency measures in favor of its own implemented demand-side management and energy efficiency measures by giving appropriate written notice to the City. In the event such customers “opt-out”, they are not subject to the DSM/Energy Efficiency portion of the charges above. All customers are subject to the Renewable Resources portion of the charges above.			

CITY OF LINCOLNTON

PROPOSED SCHEDULE OF FEES

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YARD LIGHT RATE TABLE		
Description	Minimum	Tax
Yard Light 7500 100W or 40W LED	\$12.00 14.00	7%
Yard Light 50000 HPS (400W) – Flood Light	\$25.00	7%
Road/Entrance Light 72W LED	\$30.00	7%
Yard Light 40W LED (replacing 100W)	\$14.00	7%
Road Entrance Light 160W LED	\$36.00	7%
Specialty/Decorative lights quoted per project	TBD	7%

WATER RATES		
Residential	Inside City Limits	Outside City Limits
Minimum Bill – 2,000 gallons	\$ 16.55	\$ 33.10
All Over 2,000 gallons	\$ 4.48/1,000	\$ 8.96/1,000
Commercial & Industrial		
Minimum Bill - 2,000 gallons	\$ 16.55	\$ 33.10
Next 4,998,000 gallons	\$ 4.54/1,000	\$ 9.20/1,000
All Over 5,000,000 gallons	\$ 2.81/1,000	\$ 4.60/1,000
Industrial (Textile Based)		
Minimum Bill - 2,000 gallons	\$ 10.99	\$21.98
Next 4,998,000 gallons	\$ 3.03/1,000	\$6.12/1,000
All over 5,000,000 gallons	\$ 1.52/1,000	\$3.06/1,000

SEWER RATES		
Residential, Commercial & Industrial	Inside City Limits	Outside City Limits
Minimum Bill – 2,000 gallons	\$ 24.77	\$ 49.54
Next 4,998,000 gallons	\$ 7.40/1000	\$ 16.00/1,000
All Over 5,000,000 gallons	\$ 5.02/1000	\$ 8.00/1,000
Industrial (Textile Based)		
Minimum Bill - 2,000 gallons	\$ 16.47	\$ 32.94
Next 4,998,000 gallons	\$ 4.92/1,000	\$ 10.65/1,000
All Over 5,000,000 gallons	\$ 2.46/1,000	\$ 5.33/1,000

CITY OF LINCOLNTON

PROPOSED SCHEDULE OF FEES

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WATER AND SEWER CONNECTION FEES		
Water Connection Fees	Inside City	Outside City
¾" Water Connection	\$ 900.00	\$1,800.00
1" or Larger Water Connection (plus availability fee, if applicable, of \$8.33 per lineal foot of road frontage. If more than one road frontage, we use the longest frontage for calculation purposes (measure from property line to property line))	\$1,200.00	\$2,400.00
Meter Fee- ¾ inch line	\$ 282.00	\$ 282.00
Meter Fee- 1 inch line	\$ 432.00	\$ 432.00
Meter Fee- 1.5 inch	\$1,030.00	\$1,030.00
Meter Fee- larger than 2 inch line (pricing based on actual size)	\$1,073.00	\$1,073.00
Irrigation Meter	\$ 600.00	\$1,200.00

For all water connections where the contractor/developer/owner installs all City specified infrastructure, and donates these facilities to the City for ownership, operation, and maintenance, 50% of the applicable connection fee will apply. All connections larger than one inch are the responsibility of the contractor/developer/owner, per city specifications.

Sewer Connection Fees	Inside City	Outside City
Standard 4" Sewer Connection (any sewer connection exceeding 4" requires payment of an availability fee)	\$ 800.00	\$1,600.00
Larger than standard 4" sewer connection will be connection fee plus availability fee, if applicable, of \$10.67 per lineal foot of road frontage. If more than one road frontage, we use the longest frontage for calculation (measure from property line to property line.)	\$1,000.00	\$2,000.00
Force Main Sewer Application Fee (Applicant must follow requirements in Permission to Construct Application Form and Permission to Connect/Operate Form prior to approval to connect to sewer system.	\$1,200.00 (non-refundable)	\$2,400.00 (non-refundable)

Note:

All connections to the city sewer system are the responsibility of the contractor/developer/owner, per city specifications. For all sewer connections where the contractor/developer/owner extends facilities and installs all city specified infrastructure, and donates these facilities to the city for ownership, operation, and maintenance, 50% of the applicable connection fee will apply. The City will provide the tapping saddle and will inspect the line before covering.

SEWER USE ORDINANCE FEES
Penalties between \$10,000 and \$25,000 per day per violation may be assessed against a violator: For any class of violation, only if a civil penalty has been imposed against the violator within the five years preceding the violation, or In the case of failure to file, submit, or make available, as the case may be, any documents, data, or reports required by this ordinance, or the orders, rules, regulations and permits issued hereunder, only if the POTW Director determines that the violation was intentional and a civil penalty has been imposed against the violator within the five years preceding the violation.
Civil Penalties: Any user who is found to have failed to comply with any provision of this ordinance, or the orders, rules, regulations and permits issued hereunder, may be fined up to twenty-five thousand dollars (\$25,000) day per violation.

CITY OF LINCOLNTON

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Bulk Water Sales All prepayments are non-refundable and will be honored for 30 days, or the number of loads pre-purchased, whichever comes first. The delivery point will be the City of Lincolnton Water Treatment Plant at 1338 Reepsville Road, Lincolnton, NC 28092; phone 704-736-8970. The Water Treatment Plant will be open for sales Monday-Friday 8:30 am to 3:00 pm.	
0 - 4,000 gallons	\$20.00 Minimum (per trip)
4,001 & up	\$5.00/1,000
Unapproved bulk water use	
First Offense	\$250.00
Second Offense	\$300.00 and report as theft to Police Department

Electric Utility Rebates	
High Efficiency Electric Heat Pump Rebate	\$ 400.00 (Until further notice)
High Efficiency Electric Water Heater Rebate	\$ 150.00 (Until further notice)
Commercial Lighting Rebate	\$0.35 per watt saved (Maximum rebate \$25,000 per customer until further notice)
Renewable Energy Generation Credits (Monthly credits are paid according to the type of renewable generation.)	
Wind and Biomass Energy Credit Solar Photovoltaic Energy Credit	Details & Rates available upon request

ONLINE CONVENIENCE FEE	
Online Debit / Credit Card Convenience Fee	Posted Online * fee subject to change

MOTOR VEHICLE FEE	
Fee for each vehicle registered in City for property tax	\$20.00 ea.

PUBLIC WORKS	
95 Gallon Roll Out	\$60.00 each

CITY OF LINCOLNTON

PROPOSED SCHEDULE OF FEES

2019-20

FIRE DEPARTMENT	
(New fees adopted by City Fire Department will become effective July 1, 2019)	
ABC Permit (change of use, renter or business requiring ABC permit fire inspection)	\$100.00
Amusement Buildings	\$100.00
Aviation Facilities	\$100.00
Carnivals and Fairs	\$100.00
Burning Permits	
Residential and Farms	\$5.00
Burning for fire department training	N/A
Bon Fire	\$25.00
Commercial (must meet all State, NCBCFPC and this ordinance guidelines)	
Clearing of lots to build houses (per lot fee)	\$25.00
Clearing of lots to build commercial and industry (per site fee)	\$300.00
Carnivals, Circus & Fairs (Permit and Site Inspection)	\$100.00
Covered Mall Buildings	\$150.00
Combustible dust producing operations	\$100.00
Display of Gasoline-powered equipment in covered malls	\$50.00
Exhibits and Trade Shows	\$50.00
Explosives & Blasting Permits	
48 hours	\$100.00
90 days	\$250.00
Year-round storage and manufacturing permits	\$500.00
Fireworks for public display, outdoors (Permit & Site Inspection)	\$250.00
Fireworks for public display, indoors (Permit & Site Inspection)	\$500.00
Fireworks: Pyrotechnic Special Effects Materials (Permit & Site Inspect)	\$100.00
Fireworks Display (Fireworks on display for sale)	
7 Day Permit (Permit & Site Inspection)	\$150.00
14 Day Permit (Permit & Site Inspection)	\$250.00
30 Day Permit (Permit & Site Inspection)	\$450.00
Flammable and Combustible Permits	
Fumigation and thermal insecticidal fogging	\$100.00
Hazardous Materials (Permit & Site Inspection)	\$150.00
HPM Facilities (Permit & Site Inspection)	\$150.00
High-piled or High-rack storage (Permit & Site Inspection)	\$150.00
Liquid or gas fueled vehicles or equipment in assembly buildings	\$100.00
Open flames and candles (churches are exempt)	\$50.00
Organic Coatings (Permit & Site Inspection)	\$100.00
Places of Assembly (churches are exempt)	\$100.00
Pyrotechnic Special Effects Material and Shows	\$100.00
Pyroxylin Plastic (Permit & Site Inspection)	\$100.00
Special Assemblies such as Gun Shows, Craft Shows, etc.	\$50.00
Spraying or Dipping Operations	\$100.00
Storage of scrap tires and tire by-products	\$100.00
Tire Rebuilding Plants	\$100.00
Waste Handling (wrecking yards, junk yards, waste handling facilities)	\$100.00

CITY OF LINCOLNTON

PROPOSED SCHEDULE OF FEES

2019-20

***Tents and Canopies	
Tents for public usage exceeding 400 sq. feet	\$50.00
Use of air structures	\$50.00
Temporary kiosks or display for merchandising	\$50.00
Fire Flow Test	\$25.00

Hydrant Installations (private contractors only)	\$50.00
Wasted Trip Fee For Permit Inspections (not having everything ready)	\$75.00
After Hours Inspection Fee	
1 st hour	\$100.00
Each ½ hour after 1 st hour	\$50.00
Any person or contractor beginning work on any project requiring a permit prior to obtaining that permit will be subject to a Civil Citation and Double Permit Fee.	

SERVICE AND INSPECTION FEE SCHEDULE	
Boarding Houses	\$25.00
Day Care Centers	\$25.00
Dormitories	\$50.00
Family Care Homes	\$25.00
Foster Homes	\$25.00
Fraternities and Sororities	\$50.00
Institutional (Health Care Facilities)	
Group Homes (5 or less)	\$25.00
Group Homes (6 or more)	\$50.00
Hospitals	\$50.00
Nursing Homes	\$50.00
Rest Homes	\$50.00

SERVICE AND PERMIT FEE SCHEDULE FOR CONSTRUCTION PERMITS	
A permit is required to install, repair damage to, abandon, remove, place temporarily out of service, close, or substantially modify a system.	\$100.00
Automatic Fire-Extinguishing Systems	
Battery Systems (Install Stationary Storage Battery Systems Liquid Cap. >50 Gal.)	\$100.00
Compressed Gases (When Gases in Use or Storage Exceed Amounts Listed in Table 105.6.8)	\$100.00
Cryogenic Fluids	\$100.00
Fire Alarm and Detection Systems and Related Equipment	\$100.00
Fire Pumps and Related Equipment	\$100.00
Standpipe Systems	\$100.00
Flammable and Combustible Liquids (to install, construct, and/or alter)	\$100.00
Hazardous Materials (Install, Repair, Abandon, Remove, Place Temp. out of Service, Close/Modify)	
Industrial Ovens	\$100.00

CITY OF LINCOLNTON

PROPOSED SCHEDULE OF FEES

2019-20

LP Gas Systems (If Required by NC Dept. of Agriculture & Consumer Services) Storage Tanks used for Flammable/Combustible Liquids or Hazardous Materials (Aboveground and Underground)	\$100.00
REMOVAL (per tank)	\$50.00
NEW INSTALLATIONS (per tank)	\$50.00
Inspection of the retrofitting of storage tanks and pipes containing or used for flammable or combustible liquids or hazardous materials	\$50.00
***Tents, Membrane Structures, Canopies, Kiosks, and Inflatable Structures Tents and Membrane Structures exceeding 400 sq. ft. Canopy Structures exceeding 700 sq. ft. (open sides) Clusters of Small Canopy Tents – exceeding 700 sq. ft. without any separation	
**Any Person or Contractor Beginning Work On Any Project Requiring a Permit Prior to Obtaining That Permit Will Be Subject To a Civil Citation <u>and</u> Double Permit Fees.	
Preliminary Plans Review	\$25.00
Up to 5,000 sq. ft.	\$50.00
5,001 to 10,000 sq. ft.	\$125.00
10,001 to 25,000 sq. ft.	\$250.00
25,001 to 100,000 sq. ft.	\$500.00
Over 100,000 sq. ft.	
Additional Departmental Fees (Plan Review Cost is based on Sq. Footage Plus Permits)	
Amusement Structure Plans Review, Inspection and Permit (Haunted Houses & Trails Included)	\$75.00
Commercial Fire Alarm System Plan Review & Inspection (Performance Testing)	\$75.00
Environmental Survey Fee (checking for previous sites of possible contamination)	\$75.00
Fire Pump System Plan Review & Inspection, Performance Testing	\$75.00
Fuel Pump Dispenser Inspection & Permit (including nozzle replacement)	\$75.00
Kitchen Hood System Plan Review & Inspection – Including Performance Test	\$75.00
Hydrant Test Other Than a Flow Test	\$50.00
Hydrant Flow Test (Per Hydrant)	\$50.00
Occupancy Load Permit Evaluation and Placard (Lost Placard)	\$50.00
Other Fire Protection System Plans Review & Inspection and Performance Testing	\$100.00
Spray Booth System Plan Review & Inspection Including Performance Testing	\$100.00
Special Inspection	\$100.00
Sprinkler System Plan Review & Inspection Including Performance Testing	\$100.00
Standpipe System Review & Inspection Including Performance Testing	\$100.00
Wasted Trip Fee for Permit, Inspections, or Requested Inspections	\$100.00

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	Amount Per Building
Fees for State Mandated Periodic Fire Inspections (Ordinary Risk Occupancies) 36 months Small Assembly- Group A / Business- Group B / Mercantile – Group M / Storage – Group S / Utility – Group U	
Less than 501 sq. feet	\$25.00
501 to 2,500 sq. feet	\$50.00
2,501 to 10,000 sq. feet	\$75.00
10,001 to 20,000 sq. feet	\$100.00
20,001 to 40,000 sq. feet	\$125.00
40,001 to 80,000 sq. feet	\$150.00
80,001 to 120,000 sq. feet	\$175.00
120,001 to 150,000 sq. feet	\$200.00
150,001 to 200,000 sq. feet	\$225.00
200,001 sq. feet and >	\$250.00
During 1st Re-Inspection – No Re-Inspection Fee if All Violations Corrected	
If During Re-Inspections Violations Have Not Been Corrected or Cleared an Additional Fee Will be Assessed for Each Re-Inspection in Addition to the Original Fee.	Per Building \$25.00
During 2nd Re-Inspection – No Re-Inspection Fee if All Violations Corrected	
If During Re-Inspection Violations Have Not Been Corrected or Cleared an Additional Fee Will be Assessed for Each Re-Inspection in Addition to the Original + Re-Inspection Fee.	Per Building \$25.00
Fees for State Mandated Periodic Fire Inspections (High Risk Occupancies) Inspected every 12 Months	
Large Assembly – Group A	Amount
Capacity 100 to 200	\$25.00
Capacity 201 to 300	\$50.00
Capacity 301 to 400	\$75.00
Capacity 401 to 500	\$100.00
Capacity 501 to 600	\$125.00
Capacity 601 to 700	\$150.00
Capacity 701 to 800	\$175.00
Capacity 801 to 900	\$200.00
Capacity 901 to 1000	\$225.00
Capacity 1001 Plus	\$250.00
During 1st Re-Inspection – No Re-Inspection Fee if All Violations Corrected	
If During Re-Inspections Violations Have Not Been Corrected or Cleared an Additional Fee Will be Assessed for Each Re-Inspection in Addition to the Original Fee.	Per Building \$25.00
During 2nd Re-Inspection – No Re-Inspection Fee if All Violations Corrected	
If During Re-Inspection Violations Have Not Been Corrected or Cleared an Additional Fee Will be Assessed for Each Re-Inspection in Addition to the Original + Re-Inspection Fee.	Per Building \$25.00
Fees for State Mandated Periodic Fire Inspections (High Risk Occupancies) Inspected every 12 months	
Educational/Day Care – Group E Institutional – Group I, R-4, and R-3 Group	Amount

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Homes	
Licensed for 0 to 25	\$25.00
Licensed for 26 to 50	\$50.00
Licensed for 51 to 75	\$75.00
Licensed for 76 to 100	\$100.00
Licensed for 101 to 125	\$125.00
Licensed for 126 to 150	\$150.00
Licensed for 151 to 175	\$175.00
Licensed for 176 to 200	\$200.00
Licensed for 201 to 225	\$225.00
Licensed for 226 Plus	\$250.00
During 1st Re-Inspection – No Re-Inspection Fee if All Violations Corrected	
If During Re-Inspections Violations Have Not Been Corrected or Cleared an Additional Fee Will be Assessed for Each Re-Inspection in Addition to the Original Fee.	Per Building \$25.00
During 2nd Re-Inspection – No Re-Inspection Fee if All Violations Corrected	
If During Re-Inspection Violations Have Not Been Corrected or Cleared an Additional Fee Will be Assessed for Each Re-Inspection in Addition to the Original + Re-Inspection Fee.	Per Building \$25.00
Hospitals – (Per Building)	Amount
1st Inspection	\$125.00
2 nd Inspection	\$150.00
3 rd Inspection	\$300.00
Fees for State Mandated Periodic Fire Inspections (High Risk Occupancies) Inspected every 12 months	Per Building
Residential – Group R-1 (# sleeping rooms) / R-2 (inspect common area use only)	Amount
Number of Sleeping Rooms	
Rooms 1 to 30	\$25.00
Rooms 31 to 50	\$50.00
Rooms 51 to 75	\$75.00
Rooms 76 to 99	\$100.00
Rooms 100 to 125	\$125.00
Rooms 126 to 175	\$150.00
Rooms 176 to 199	\$175.00
Rooms 200 to 250	\$200.00
251 + Rooms	\$250.00
During 1st Re-Inspection – No Re-Inspection Fee if All Violations Corrected	
If During Re-Inspections Violations Have Not Been Corrected or Cleared an Additional Fee Will be Assessed for Each Re-Inspection in Addition to the Original Fee.	Per Building \$25.00
During 2nd Re-Inspection – No Re-Inspection Fee if All Violations Corrected	
If During Re-Inspection Violations Have Not Been Corrected or Cleared an Additional Fee Will be Assessed for Each Re-Inspection in Addition to the Original + Re-Inspection Fee.	Per Building \$25.00
High Rise - (inspect common use and service areas only)	Amount

CITY OF LINCOLNTON

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1 st Inspection	\$125.00
2 nd Inspection (If all Violations are Corrected or Cleared no Charge) If Not --	\$150.00
3 rd Inspection (If all Violations are Corrected or Cleared no Charge) If Not --	\$300.00
Civil Citations and Fines - Any Violation Incurred More Than a Year After Issuance of the Initial Citation Shall be Treated as a First Offense for Purpose of Establishing and Imposing Penalties.	
<i>Violations as Listed in the City of Lincolnton FPAPD and NC SBCFPC</i>	Amount
All Open Burning Violations Listed in the COL FPAPD and NC SBCFPC May Receive a Warning or a Civil Citation	
1 st Offense	\$50.00
2 nd Offense	\$100.00
3 rd Offense	\$200.00
All Fire Lane, Hydrant, Haz-Mat Signs, and False Alarm Violations May be Issued a Warning or Civil Citation.	
1 st Offense	\$50.00
2 nd Offense	\$100.00
3 rd Offense	\$200.00
All Violations of NC SBCFPC and/or COL FPAPD Not Listed in This Section May be Subject to a Warning or Civil Citation	
1 st Offense	\$50.00
2 nd Offense	\$100.00
3 rd Offense	\$200.00
All Violations of the Occupancy Limit Established Pursuant to the NC SBCFPC May be Issued a Warning or Civil Citation.	
1 st Offense	\$150.00
2 nd Offense	\$250.00
3 rd Offense and Each Offense After	\$500.00
All Violations of the Locked or Blocked Exits to the NC SBCFPC Shall be issued a Civil Citation.	
1 st Offense	\$150.00
2 nd Offense	\$250.00
3 rd Offense and Each Offense After	\$500.00
Life Safety Equipment Installed Without Permit	\$250.00
Life Safety Equipment Installed Without Plans	\$250.00
<i>Occupying a Structure Without a Certificate of Occupancy (Each Day)</i>	\$250.00
<i>Occupancy Notes:</i>	

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1) The Building and/or Structure Shall Not be Occupied Prior to the Fire Code Official Issuing a Permit and Conducting Associated Inspections Indicating the Applicable Provisions of This Code Have Been Met. This Includes a Change of Occupancy. 2) All Issued Permits Shall be Kept on the Premises Designated Therein at All Times and Shall be Readily Available for Inspection. 3) All Occupancy Placards Shall be Posted in Plain Sight Visible to Public. 4) Permits may be Revoked for Reasons as Listed in the NC SBCFPC and COL FPAPPO.	
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Special Notes:

COL FPAPPO – City of Lincolnton Fire Prevention and Protection Ordinance,
 NC SBCFPC – North Carolina State Building Code and Fire Prevention Code

*A delinquency charge shall be imposed at a rate determined by the City of Lincolnton Schedule of Fees.

***The following are exempt from operational fees but the agency must still get the needed operational permits: Churches, Schools, County Operations and Buildings, City Operations and Buildings, Emergency Service Organizations (Fire, Rescue, EMS), City – County - State and Federal Law Enforcement Agencies, County – City - State and Federal Jails/Detention Centers/Correction Facilities. AND Licensed 501c3 agencies.

*** NO ONE IS EXEMPT FROM ANY CONSTRUCTION PERMIT FEES OR SPECIAL USE PERMITS *** EXCEPT AS LISTED IN THE NCBCFP CODE BOOK. The Lincolnton City Council is the only entity who can reduce or exempt rates for construction permits.

*** All Operational Permits are to be valid until next inspection cycle as stated in the NC Fire Prevention Code newest version.

At the time of the next inspection all operational permits for that occupancy will be renewed if they meet the requirements.

Special Notes

* System installation prior to plan review or permit issuance will result in fees doubled.

* Systems considered life safety that are installed without a permit will result in a citation/fine being issued for \$250.00.

* All permits listed are mandatory and are required to be issued under the most current edition of the International Fire Prevention Code, NC Amendments.

CITY OF LINCOLNTON

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Footnotes:

1. For Multi-occupancy buildings, other than residential or institutional, fees are per occupancy.
2. For multiple buildings owned by the same owner(s) the fees are per building as defined by the NC State Building Code.
3. Subsequent re-inspections beyond the second re-inspection with violations not cleared will result in doubled fees with each necessary re-inspection of continuing violations, with no fee cap.
4. High-rise buildings shall be assessed a fee for the common use areas per section C5.
5. Inspections will match the State mandated minimum inspection frequency. The Fire Chief can authorize a specific occupancy classification to be inspected more frequently, but not less frequently.
6. At the time of the periodic inspection for the occupancy or premise operation, if an operational permit is required, that permit fee is included with the periodic inspection fee for that permit type.
7. Lincoln County schools are inspected every six months, as required by state statute; however, these fees are billed on an annual basis.
8. Premises, complexes, and/or uses that are not covered by the above fee schedule will be charged according to the hourly rate fee schedule for the specialist rank.
9. Large assembly occupancies used primarily for worship and that are not used for exhibition or display purposes are inspected on a 36 month schedule regardless of occupant load, in accordance with the North Carolina State Fire Code.
10. Parking garages, greenhouses, sheds, stables, tanks, and towers will be charged according to the hourly rate fee schedule for the specialist rank.
11. Accessory buildings, such as clubhouses, maintenance sheds, etc., are inspected independently based on their occupancy type.

Charges for standby personnel and/or equipment shall be charged per section F and G. Permits that are fee exempt or pay a reduced rate are also exempt or pay a reduced fee for these services.

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2019-20

PARKS AND RECREATION DEPARTMENT		
FACILITY RENTAL	RESIDENT	NON-RESIDENT
Park Shelter Rental:		
Mon. – Sat. (8:00 a.m. – 7:00 p.m.)	\$50.00	\$75.00
Sunday (3:00 p.m. – 7:00 p.m.)	\$40.00	\$60.00
Staff Fee (per employee) (per hr)	\$25.00	\$25.00
Lentz Center Gym		
I.D.	Free	\$5.00
I.D. Replacement Fee	\$5.00	\$5.00
Day Pass (18 and over)	Free	\$2.00
Season Pass – Open Gym Hrs.	N/A	\$100.00
Season Pass – Open Gym Hrs. & Pool	\$35.00	\$150.00
4 Hour Rental	\$100.00	\$150.00
8 Hour Rental	\$200.00	\$300.00
Each Additional Hour	\$25.00	\$37.50
Practice Fee	\$15.00	\$22.50
Staff Fee (per employee) (per hr)	\$25.00	\$25.00
Lentz Center Pool		
2 Hours (1 – 50 people)	\$125.00	\$175.00
2 Hours (51 – 100 people)	\$150.00	\$200.00
2 Hours (101 – 200 people)	\$225.00	\$350.00
Each Additional Hour	\$50.00	\$75.00
Lentz Center Racquetball Courts		
I.D.	Free	\$5.00
1 Hour (per person)	\$1.00	\$2.00
Softball/Baseball/Soccer Fields		
Night Time Only (Lights) (per hour)	\$20.00	\$20.00
Concession Stand Fee	\$25.00	\$37.50
Staff Fee (per employee) (per hr)	\$25.00	\$25.00
Practice Fee (1.5 hrs)*	\$20.00	\$30.00
Season Fee*	\$500.00	\$750.00
Monthly Fee**	\$50.00	\$75.00
Tournament Fee:		
Per Day (1 Park)	\$200.00	\$200.00
2 Day (1 Park)	\$400.00	\$400.00
Deposit	\$25.00	\$25.00

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

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

Lights are not included with Daily, Monthly or Seasonal fees.

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PROPOSED SCHEDULE OF FEES

2019-20

SPORTS PROGRAMS		RESIDENT	NON- RESIDENT
Youth	Basketball	\$35.00	\$50.00
	Flag Football	\$35.00	\$50.00
	Soccer	\$35.00	\$50.00
	Volleyball	\$35.00	\$50.00
	Dodgeball (Per Team Fee)	\$100.00	\$100.00
	Late Registration Fee	\$10.00	\$10.00
Adult	Basketball (Fee according to number of teams)		
	Softball (Fee according to number of teams)		
	Volleyball	\$35.00	\$50.00
	Racquetball	\$35.00	\$50.00
	Walking Program	Free	Free
	Dodgeball (Per Team Fee)	\$100.00	\$100.00
	Late Registration Fee	\$10.00	\$10.00
Sponsorship of Leagues			
	Youth Soccer	\$250.00****	\$250.00****
	Flag Football (Referee Shirts)	\$250.00	\$250.00
	Basketball	\$250.00***	\$250.00***
	Volleyball	\$250.00***	\$250.00***
	Adult Sports Leagues	\$250.00***	\$250.00***
	Easter Egg Hunt	\$250.00***	\$250.00***
Film/Movie Fee		\$500.00**	\$500.00**
Banner Program:			
	1 Year	\$ 250.00	\$ 250.00
	5 Year	\$1,000.00	\$1,000.00

*Will also consider an equal amount of donations for prizes.

** Any filming that disrupts day-to-day operations of the park.

*** Sponsorship of one age or group division.

POOL PROGRAMS		RESIDENT	NON-RESIDENT
Lentz Center Pool			
	Daily Admission	\$2.00	\$3.00
	3 & Under	Free	Free
	Season Swim Pass		
	Family of 4	\$100.00	\$150.00
	Each Additional Member	\$25.00	\$35.00
	Individual	\$35.00	\$50.00
	Lifeguard Training	\$160.00	\$160.00
	Lifeguard Training Recertification	\$40.00	\$40.00
	Jr. Lifeguarding	\$35.00	\$35.00
	Water Aerobics		
	Entire Program	\$20.00	\$30.00
	Per Session	\$3.00	\$4.00
	Group Swim Lessons		
	Infant & Toddler	\$20.00	\$20.00
	Preschool	\$25.00	\$25.00
	Levels 1 – 6/Adult	\$30.00	\$30.00

CITY OF LINCOLNTON
PROPOSED SCHEDULE OF FEES
2019-20

Private Swim Lessons (per ½ hr)	\$12.50	\$12.50
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- All Security Fees will be determined by the Lincolnton Police Department
- “Resident” is considered any person(s) living inside the City Limits of Lincolnton, N.C. or owns property. Also, any City of Lincolnton staff (including immediate family) or official will receive the “Resident” rate.
- All Facility Rental Fees for non-profit organizations will be staff fee only if the Facility is being used Monday – Friday. This only applies to uses/users that do not include fees and/or charges. Schools are allowed to take admission for ball games. All organizations must prove non-profit status.

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

CITY OF LINCOLNTON

PROPOSED SCHEDULE OF FEES

2019-20

OFFENSES & MISCELLANEOUS PROVISIONS		
Civil Citations	First Citation Second Citation Third and Subsequent Citations	\$100.00 \$250.00 \$500.00
Firearms within city park or building	Class 3 Misdemeanor	Maximum fine of \$200.00 or imprisonment not to exceed 20 days.
Helmets for minors	Class 3 Misdemeanor or infraction defined in article 1 section 14-4 of the General Statutes	A first violation of this section shall be dismissed if the person charged with the violation submits proof that the operator or passenger has acquired a protective helmet meeting the standards for use.
False Alarm Fees	Third through fifth Sixth through eighth Ninth through eleventh Twelfth or more	\$50.00 per occurrence \$100.00 per occurrence \$200.00 per occurrence \$300.00 per occurrence
Unregistered Alarm	Subsequent determination after one-time warning for failure to register alarm	\$50.00 per occurrence
Enforcement of Provisions	Civil Penalty	Up to \$100.00
Parking Violations	Initial violation After the third unpaid violation, or a minimum \$75.00 of past due fees will cause a Barnacle Device to be placed on windshield.	\$25.00 (plus an additional \$5.00 every fifteen (15) days not paid. Barnacle Removal Fee- \$50.00 plus any unpaid violations.
Cruising	1 st violation to be paid within ten (10) days 2 nd citation within a seven (7) day period	\$25.00 (plus an additional twenty-five (\$25.00) delinquency charge upon non-payment Police Officer shall issue to the violator a traffic summons in lieu of a civil citation
Sidewalk Café Permit	Annually	\$35.00
Permanent Parking Fee	Annually	\$100.00
Golf Cart Registration Fee	Annually	\$20.00

Violation of this section shall be punishable by a fine of fifty dollars (\$50.00)

CITY OF LINCOLNTON

PROPOSED SCHEDULE OF FEES

2019-20

SPECIAL EVENTS

The City of Lincolnton supports outdoor venues for special events, including festivals, shows, performances and programs. The City will provide baseline support services **for pre-approved existing events up to the projected cost** according to the schedule below. The event organizers are responsible for support services that exceed the baseline **city costs**. **All other events are subject to approval based on availability of city support services and associated costs according to the fee schedule.**

1. Pre-Approved existing special events:
 - a. The city issues permits and is a co-sponsor for pre-approved community events:
 - i. Approved events must have broad community benefit for both residents and merchants, helping to create a vibrant community, adding to the quality of life and contributing to regional state tourism & reputation.
 - ii. Not all events will be approved; new events may be proposed without any guarantee of approval.
 - iii. Event application and application fee required for each event request.
 - iv. City services are provided as an **“in-kind”** donation to support approved community events. In-kind services include street closures & barricades, sanitation & garbage roll-outs, public safety services from LPD/LFD and clean-up with organizer volunteer assistance.
 - b. Signature Community Events – Pre-Approved to receive in-kind support services, hours listed are for PUBLIC OPERATING hours not including 1 hour set-up & 1 hour tear-down.
 - c. City Celebrations – MLK parade, July 4th parade, July 4th fireworks, Veterans parade, Christmas parade, Apple Drop
 - i. City absorbs all costs, may seek sponsorships to offset expenses
2. All other events are non-city sponsored and subject to charges.
3. Application fee – \$50
4. Runs & races:
 - a. Run/Race/Walk Application fee - \$25
 - b. Must use approved race routes; no major street/road closures allowed; rail-trail use encouraged.
 - c. Organizers must use volunteers to ensure route safety; city will provide cones & supplies but will not staff streets & intersections.
 - d. No police escort unless organizer hires & pays off-duty law enforcement directly.
 - e. No EMS/EMT or other on-site support services provided unless organizer hires/pays for services directly.

CITY OF LINCOLNTON

PROPOSED SCHEDULE OF FEES

2019-20

Special Events Funded by City

Event	Month
Alive After Five	May
Alive After Five	June
Alive After Five	July
Alive After Five	August
Winefest	April/May
Cruisin' For A Cause	August
Antique and Vintage Market Day	October
Apple Festival	October
MLK Celebration	January
July 4th Parade	July
July 4th Fireworks	July
Veterans Day Parade	November
Christmas Parade	November
Apple Drop	December

Baseline Public Operational Hours- Signature Events

Alive After Five (6p-10p)	4 Hour Event
Winefest (11a-5p)	6 Hour Event
Antique & Vintage Market Day (10a-4p)	6 Hour Event
Cruisin' For A Cause	6 Hour Event
Apple Festival (9a-4p)	7 Hour Event
Setup	1 Hour
Tear down	1 Hour
<b style="color: red;">Additional Costs-Not included as part of "in-kind" services	
Per Operational Hour	Per Fee Schedule
Per Set-up/Tear-down Hour	150/hour
Stage Rental	700

CITY OF LINCOLNTON

PROPOSED SCHEDULE OF FEES

2019-20

Special Events Fees

Note: All venues subject to availability

Events Requiring Main Street Closure- Non Alcohol	Fee
- First 4 hours Minimum Charge	\$3,000
- Each Additional Operational Hour	\$225/hr
- Each Additional Setup/Tear down Hour	\$150/hr

Events Requiring Main Street Closure- Alcohol Served	Fee
- First 4 hours Minimum Charge	\$4,000
- Each Additional Operational Hour	\$300/hr
- Each Additional Setup/Tear down Hour	\$150/hr

Includes closing of Main Street (100-300 blocks), use of public restrooms.

Events at Betty Ross Park- Non Alcohol	Fee
- First 4 hours Minimum Charge	\$1,500
- Each Additional Operational Hour	\$150/hr
- Each Additional Setup/Tear down Hour	\$150/hr

Events at Betty Ross Park- Alcohol Served	Fee
- First 4 hours Minimum Charge	\$2,000
- Each Additional Operational Hour	\$225/hr
- Each Additional Setup/Tear down Hour	\$150/hr

Includes use of upper parking lot, park shelter & Shelter restrooms, outdoor basketball and tennis courts.

Events at First Federal Park- Non Alcohol	Fee
- First 4 hours Minimum Charge	\$1,500
- Each Additional Operational Hour	\$75/hr
- Each Additional Setup/Tear down Hour	\$150/hr

Events at First Federal Park- Alcohol Served	Fee
- First 4 hours Minimum Charge	\$2,000
- Each Additional Operational Hour	\$150/hr
- Each Additional Setup/Tear down Hour	\$150/hr

Includes closure of E Sycamore (100 and 200 blocks) and N Poplar (Main to Pine), use of restrooms and grassy area).

CITY OF LINCOLNTON

PROPOSED SCHEDULE OF FEES

2019-20

Events at Highland Drive Park- Non Alcohol	Fee
- First 4 hours Minimum Charge	\$1,500
- Each Additional Operational Hour	\$150/hr
- Each Additional Setup/Tear down Hour	\$150/hr
Includes use of parking lot, park shelter and restrooms.	

Other Fees	Fee
Application Fee- All Special Events	\$50
Application Fee- All runs/races & walks/parades	\$25
Stage Rental	\$700

Vendor Fees for Events Produced by City of Lincolnton	Based on Event/Booth Size
-Food Vendors	\$50-250
-Artist/General Vendor	\$25-100
-Winery/Brewery	\$50-300

Events up to 1,000 Attendees (Baseline)

- ~~Police 2 officers~~
- ~~Fire 2 firefighters~~
- ~~Solid Waste 10 roll outs. Delivered to single location. Picked up at single location.~~
- ~~Barricades/barrels Delivered to single location. Pickup up at single location.~~
 - ~~Only applies to small event areas without any road closures.~~
- ~~Other fees may apply according to fee schedule based on event needs.~~

Events greater than 1,000 Attendees (Above Baseline Fees/Costs)*

- ~~Police 1.5 officers for each additional 1,000 attendees, based on Police Department recommendation and/or requirements to support event.~~
- ~~Fire 1.5 firefighters for each additional 1,000 attendees, based on Fire Department recommendation and/or requirements to support event.~~
- ~~Solid Waste 10 roll outs for each additional 1,000 attendees, based on Solid Waste Department recommendation and/or requirements to support event.~~
 - ~~Larger events and event areas generally require delivery and pick up at multiple locations within the event area and are subject to setup/pickup fees.~~
- ~~Other fees may apply according to fee schedule based on event needs.~~

CITY OF LINCOLNTON

PROPOSED SCHEDULE OF FEES

2019-20

Public Safety 1.5 police officers and 1.5 firefighters per each additional 1,000	\$30.00 per hr/per officer/4 hr. minimum (\$90 per hour; or \$360 per 1,000 attendees)
Solid Waste 10 roll outs per each additional 1,000 attendees	\$25.00 units per 1,000 attendees
Solid Waste Setup/Pickup of trash receptacles, multiple locations	\$50.00
Solid Waste Additional trash pickups during event	\$100.00 per pickup
Street Closings Setup/Pickup of barrels/barricades, multiple locations	\$50.00
Cleanup Fee May be contracted in advance and will be applicable if event organizer does not adequately clean up areas used after event	\$100.00 per hour/actual time
Electrical and Water Services (IF available) Upon Request	To Be Determined
City Fencing Rental Setup and pickup	\$75.00
Stage Rental Setup and pickup	\$100.00

~~* Pre-event Deposit may be required based on event fees/costs estimates. Unused amounts will be refunded to event planner.~~

~~* Event organizers are responsible for cleanup of areas used by the event. Failure to do so will result in a cleanup fee per the schedule of fees.~~

Vendor Fees for Events produced by City of Lincolnton	
_____ Food Vendor	\$50.00—\$250.00 (fees based on event & booth size)
_____ Artist/General Vendor	\$25.00—\$100.00 (fees based on event & booth size)
_____ Winery/Brewery	\$50—\$300.00 (fees based on event & booth size)

- ~~• Grandfathered prior events include the Apple Festival, Alive After Five, Hog Happening and WineFest based on the 2015-16 historical hours of operation and attendance:~~
 - ~~• Additional hours of operation or attendance to grandfathered events will be subject to the schedule of events fees.~~
 - ~~• Grandfathering is for three years and ends after FY 2019-2020.~~

CITY OF LINCOLNTON

PROPOSED SCHEDULE OF FEES

2019-20

PLANNING AND ZONING ADMINISTRATION	
Abandoned Structures Ordinance	Actual contracted cost to City plus 25% administrative fee
Commercial Maintenance Ordinance	Actual contracted cost to City plus 25% administrative fee
Minimum Housing Ordinance	Actual contracted cost to City Plus 25% administrative fee
Nuisance Ordinance	Actual contracted cost to City plus 25% administrative fee
Rezoning Application	\$200.00
Conditional Use Permit (CUP) Application	
Standard	\$200.00
Temporary	\$100.00
Conditional Use Rezoning Application	\$250.00
Site Plan Review	\$100.00
Board of Adjustment Applications	
Conditional Use Permit (CUP) Application	\$100.00
Variance Application	\$200.00
Interpretation Application	\$200.00
Special Exception Application	\$200.00
Zoning Text Amendment Application	\$200.00
Zoning Permit	
Single and Two-Family Residential	\$50.00
Residential Accessory Use	\$30.00
Multifamily Residential and Non-Residential	\$100.00
Change in Use (Non-residential)	\$40.00
Permit Fee for Application for Backyard Hens	\$50.00
Mowing and Abatement Fees	Actual Costs
Sign Permits	\$40.00
Copy of Land Use Plan, Greenway Master Plan & Others	\$25.00
Copy of Zoning Ordinance (UDO)	\$30.00*
Copy of Zoning Map	\$5.00**
Subdivision Filing Fees	
Minor Subdivision Plat	\$100.00
Major Subdivision Preliminary Plat	\$150.00 +
(Per Lot)	\$5.00
Major Subdivision Final Plat	\$100.00
Applications for Relief	\$200.00
GIS MAPS (8 ½ X 11)	\$2.00

* \$.25 per page-less than full copy

** Full or partial copy

Fees could be waived if applicant complies with NC General Statue 1-110, Suit as a pauper; counsel.

CITY OF LINCOLNTON

PROPOSED SCHEDULE OF FEES

2019-20

BUILDINGS AND INSPECTIONS

RESIDENTIAL CONSTRUCTION

APPLICATION TYPE	\$/SQ. FT.	MINIMUM FEE
A. RESIDENTIAL (one family, two family and town houses/new construction & additions)		
Building	\$.35	\$ 100.00
Electrical	.05	75.00
Mechanical	.05	75.00
Plumbing	.05	75.00
B. RESIDENTIAL (renovations, accessory buildings, moved homes and decks)		
Building	\$.15	\$ 75.00
Electrical	.05	75.00
Mechanical	.05	75.00
Plumbing	.05	75.00
C. MODULAR HOMES (on frame & off frame)		
Building	\$.35	\$ 100.00
Electrical	.05	75.00
Mechanical	.05	75.00
Plumbing	.05	75.00
D. MANUFACTURED HOMES (licenses sub-contractors required to pull own permit)		
SET-UP PERMIT AND DECKS ONLY		
Singlewide		\$ 300.00
Doublewide		350.00
Triplewide		400.00
Electrical Plumbing And Mechanical For Manufactured Home		
Per Trade		\$ 75.00
E. SWIMMING POOLS (in-ground and above-ground)		
Swimming Pool		\$ 75.00
Electrical		75.00
Mechanical (heaters/gas piping, etc.)		75.00
Plumbing		75.00
F. RESIDENTIAL RETAINING WALL		\$ 75.00
G. DEMOLITION PERMIT		\$ 75.00
H. CHANGE OF GENERAL CONTRACTOR OR SUB-CONTRACTOR		\$ 100.00

CITY OF LINCOLNTON

PROPOSED SCHEDULE OF FEES

2019-20

~~I. RESIDENTIAL ELECTRICAL INDIVIDUAL PERMITS~~

Service Change (includes new HVAC work)	\$ 75.00
New HVAC work only (no service change required)	75.00
Circuit Additions (existing homes)	75.00
Water Heater (change out)	75.00
Meter Base Only (change out)	75.00
Service Power Pole	75.00
Generators/Transfer Equipment	150.00
Solar Photovoltaic Systems (PV)	150.00
Sewer Lift Pump	75.00
Low Voltage Systems	75.00
Minimum Fee (for any item not listed under individual permits)	75.00

~~J. RESIDENTIAL MECHANICAL INDIVIDUAL PERMITS~~ ~~\$ 75.00~~

~~K. RESIDENTIAL PLUMBING INDIVIDUAL PERMITS~~ ~~\$ 75.00~~

~~L. GRINDER PUMP FEES~~ ~~\$ 75.00~~

~~(If different contractor is installing the grinder pump)~~

~~COMMERICAL CONSTRUCTION~~

~~A. NEW CONSTRUCTION, RENOVATIONS, ADDITIONS, ALTERATIONS AND ACCESSORY BUILDINGS~~

OCCUPANCY CLASSIFICATION	FEE PER SQUARE FOOT				TOTAL
	BUILDING	ELECTRICAL	MECHANICAL	PLUMBING	
Assembly	.08	.05	.05	.05	.23
Business	.08	.05	.05	.05	.23
Educational	.08	.05	.05	.05	.23
Factory/Industrial	.02	.05	.05	.05	.17
Hazardous	.08	.05	.05	.05	.23
Institutional	.20	.05	.05	.05	.35
Mercantile	.08	.05	.05	.05	.23
Residential	.20	.05	.05	.05	.35
Storage	.08	.05	.05	.05	.23
Utility	.08	.05	.05	.05	.23

New Construction	0-50,000 sq. ft.	No reduction
New Construction	50,001-100,000 sq. ft.	25% reduction in fee
New Construction	100,001 and greater	50% reduction in fee
All Commercial renovations, up fit, additions or alterations		25% reduction in fee
Shell buildings		25% reduction in fee

CITY OF LINCOLNTON

PROPOSED SCHEDULE OF FEES

2019-20

~~B. — MINIMUM COMMERCIAL PERMIT (For items not itemized or covered by the square foot calculation)~~

Building	\$ 200.00
Electrical	100.00
Mechanical (per system)	100.00
Plumbing	100.00

~~C. — TEMPORARY POWER~~

Per Building	\$ 200.00
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~~D. — COMMERCIAL PLAN REVIEW~~

Building	\$ 100.00
Electrical	100.00
Mechanical (per system)	100.00
Plumbing	100.00

~~MISCELLANEOUS COMMERCIAL CONSTRUCTION~~

Change of Tenant/Occupancy Inspection	\$ 75.00
Change of General Contractor	100.00
Renewal of expired permit (new application)	100.00
Refund of permit fee with no construction activity	Admin fee 50.00
Non-scheduled inspection/Same day inspection	75.00
After hours inspection fee (per hour)	100.00
Completion of Daycare Licensing Forms	300.00
Commercial signs (wall or ground)	100.00
Commercial Demolition	100.00
Commercial Modular Unit (building only)	350.00
Spectator seating (bleachers etc.)	250.00
Re-Roofing permits (per building)	200.00
Storage Racking systems	300.00
Solar Photovoltaic Systems (building)	250.00
Solar Photovoltaic Systems (electrical)	250.00
Temporary Structures (tents, stages, etc.)	100.00
Communication towers (building)	500.00
Communication towers (electrical)	500.00
Commercial pool (building)	250.00
Commercial pool (electrical)	250.00
Retaining wall	150.00

~~E. — PENALTIES (Commercial and residential)~~

Work started without a permit	Fee x 2
Wasted trip Fee/Failure to cancel/Not ready	100.00

ITEM #

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CITY OF LINCOLNTON

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



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

(BA-03-19)

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>
4110	<u>CITY MANAGER/CLERK</u>	-	(2,170.00)
4120	<u>HUMAN RESOURCES</u>	-	(2,770.00)
4130	<u>FINANCE</u>	-	-
4280	<u>GENERAL EXPENSE</u>	52,120.00	-
4310	<u>POLICE</u>	-	(16,990.00)
4340	<u>FIRE</u>	-	(4,300.00)
4510	<u>PUBLIC WORKS</u>	-	(2,800.00)
4520	<u>STREET MAINTENANCE</u>	-	(5,860.00)
4530	<u>EQUIPMENT SERVICES</u>	-	(4,600.00)
4710	<u>SOLID WASTE</u>	-	(3,980.00)
4910	<u>PLANNING & ZONING</u>	-	(2,650.00)
6100	<u>PARKS AND RECREATION</u>	-	(6,000.00)
		<u>52,120.00</u>	<u>(52,120.00)</u>

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

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

<u>DEPARTMENT NUMBER</u>	<u>DEPARTMENT DESCRIPTION</u>	<u>INCREASE</u>	<u>DECREASE</u>
4550	<u>POWELL BILL</u>	45,000.00	
		<u>45,000.00</u>	<u>0.00</u>

This will result in a net increase of \$ 45,000.00 in the expenditures of the Powell Bill Fund. To balance the adjustments to the budget, the following revenues have also been changed with a corresponding net effect.

<u>DEPARTMENT NUMBER</u>	<u>DEPARTMENT DESCRIPTION</u>	<u>INCREASE</u>	<u>DECREASE</u>
3991	<u>OTHER FINANCING SOURCES</u> Appropriation from Fund Balance	45,000.00	

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>
7100	<u>WATER TREATMENT PLANT</u>	49,300.00	
		<u>49,300.00</u>	<u>0.00</u>

Section 6: 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>
3991	<u>OTHER FINANCING SOURCES</u> Appropriation from Fund Balance	49,300.00	

This will result in a net increase of \$49,300.00 in the expenditures of the Water & Sewer Fund.

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

Adopted this 6th day of June, 2019.

Donna C. Flowers
City Clerk

Ed L. Hatley
Mayor

ITEM #

14

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 *Steve*
FROM: Steve Zickefoose, City Manager
SUBJECT: Interlocal Cooperation Agreement
DATE: May 28, 2019

As follow up to prior discussions regarding expanding shared services with the County, we are now ready to execute the Interlocal Cooperation Agreement that is attached.
The areas of savings are as follows:

- Conveyance of the County Appraisal building to the City- to be used for Public Restrooms and City purposes
- Reduced water/sewer rates for the County complex on John Howell Drive
- Building Maintenance Services for City Hall and Police Building
- ITS service agreement

The County unanimously approved the agreement at their May20th meeting.

This agreement is a win/win for scenario with a savings to County and City Taxpayers of approximately \$675,000.

Opportunity	Lincoln County	City of Lincoln
Appraisal Building	\$ (140,000)	\$ 140,000
Water/Sewer In City Rate 9 years Fixed	\$ 675,000	\$ (675,000)
Building Maintenance (Salary/Benefits 9 years/330 hours annually	\$ (43,686)	\$ 43,686
ITS Service Agreement (ongoing) 9 years	\$ (630,000)	\$ 630,000
Sub-Total	\$ (138,686)	\$ 138,686
City True Up Costs for 9 year period \$15,410 /year	\$ 138,686	\$ (138,686)
Approximate Net	\$ 0	\$ 0

What County Gets?

- \$675,000 savings for water/sewer

What City Gets?

- Appraisal Building- \$140,000
- Building Maintenance- City Hall, Fire, Police
- \$491,314 savings on IT services

INTERLOCAL COOPERATION AGREEMENT

between

LINCOLN COUNTY

and

THE CITY OF LINCOLNTON

This contract is made and entered into this _____ day of _____, 2019 (hereinafter referred to as the "Agreement"), between **LINCOLN COUNTY**, a body corporate and politic authorized by the laws of the State of North Carolina, having a mailing address of 353 N Generals Boulevard, Lincolnton, NC 28092, hereinafter referred to as the "County" and the **CITY OF LINCOLNTON**, a North Carolina municipal corporation having a mailing address of 114 W. Sycamore Street, Lincolnton, NC 28092, hereinafter referred to as the "City";

W I T N E S S E T H

WHEREAS, the governing bodies of the County and City have found and determined that it is in the public benefit and interest to enter into an agreement for the following:

a. The City desires to contract with the County, and the County desires to contract with the City, for the County to provide assistance and aid through the County's Information Technology ("IT") Department to the City for the purpose of strategically performing various technical functions related to the maintenance and support of the County and City's IT infrastructure, performing routine audits and maintenance of hardware and software, installing and configuring new hardware and software, software selection, testing, and installation, providing end-user technical support and training opportunities to all departments and staff, and other related duties;

b. The City desires to contract with the County, and the County desires to contract with the City, for the City to provide water and sewer services to certain County property at a reduced rate; and

c. The City desires to contract with the County, and the County desires to contract with the City, for the County to convey certain real property to the City; and

d. The City desires to contract with the County, and the County desires to contract with the City, for the County to provide routine maintenance for buildings owned and operated by the City; and

WHEREAS, the Interlocal Cooperation Act, as codified in N.C.G.S. § 160A-460 through § 160A-466, allows and provides for units of local government to enter into agreements in order to execute any undertaking providing for the contractual exercise by one unit of any power, function, public enterprise, right, privilege, or immunity of local government; and

WHEREAS, the County and City, as governments, are authorized to enter into intergovernmental services agreements; and

WHEREAS, the County is authorized to make and execute contracts with municipalities in the same county where the City of Lincoln is located; and

WHEREAS, the governing bodies of the County and City have ratified this agreement by resolutions being recorded in their respective minutes.

NOW THEREFORE, in consideration of the mutual conditions, covenants, and performances called for herein, the parties hereto agree to the following:

I. Terms of IT Services from County to City

(A) Services Provided. The County will provide to the City, on an as-needed and as-available basis, Information Technology support assistance to include, but not be limited to, the following, as directed by the County Manager and/or City Manager or their designated personnel:

1. Joint projects including server maintenance for Windows Servers.
2. LAN, WAN, Internet and Security Network Support and upkeep.
3. Help desk support including on-site and remote problem resolution. All calls will be routed to the next available technician, which may require a return call. Some issues may require escalation to a higher-level IT staff member and might require a technician to visit the site to provide additional technical expertise.
4. Microsoft Windows support including servers, workstations, network printers, and similar not already covered under existing support agreements.
5. Tools, software (as allowed by licensing agreements), and equipment management and routine maintenance.
6. Project consulting for additional networking, systems growth planning, and new objectives and goals for the City.
7. Network design, troubleshooting, and management including switching, firewalls, and VPN connections.
8. Management systems including an asset inventory and work request tracking and reporting system.
9. Support for City-owned smartphones and tablets. As it relates to the City's network the Lincoln County Information Technology Office will provide basic troubleshooting, connectivity, email support and local application support will be included.

10. Support for City of Lincolnton's Toshiba MFP hardware, contracts and connectivity.

11. Implementing IT Governmental best practices.

12. Performing other duties as mutually agreed to by the parties.

(B) Response Times.

1. The Lincoln County Information Technology Office will respond to work requests issued on an as needed and prioritized basis to support the above items. Work requests will be prioritized by assigning them to one of the following categories for resolution:

PRIORITY LEVEL	DESCRIPTION
P1 Critical	This is an EMERGENCY condition that prevents critical business operations.
P2 High	This is a condition that significantly impairs the use of one or more applications or systems to perform any critical business operations.
P3 Medium	One or more applications or systems are affected, but the impact on business operations is not severe.
P4 Low	The reported issue does not substantially impact business operations.

Additionally, the Lincoln County Information Technology Office will coordinate scheduled dates and times with the City to perform regularly scheduled updates and maintenance of the above items.

2. The Lincoln County Information Technology Office will work to achieve response times to work requests (i.e. server failure, back-up failure, etc.) on a schedule similar to the one below. The following table outlines the response times for each priority level associated with incidents:

ACTION	P1 CRITICAL	P2 HIGH	P3 MEDIUM	P4 LOW
Service Availability	8 x 5 x 260	8 x 5 x 260	8 x 5 x 260	8 x 5 x 260
Acknowledgement	2 hours	4 hours	24 hours (Bus Hours)	48 hours (Bus Hours)
Status Updates	4 hours	4-6 hours	Upon Request	Upon Request
Resolution	< 24 hours (Bus Hours)	< 48 hours (Bus Hours)	< 1 week	< 2 weeks

Support for the scope options listed above pertains to software and computing devices that meet established corporate standards. The Lincoln County IT Office will work with the City to determine these standards during the initial network assessment. Support for devices and software that do not meet corporate standards will be provided on a best-effort basis.

(C) Review Process.

1. After the first six months of service, an evaluation process may be performed in order to adjust any agreement provisions and to make sure all goals and objectives are being met.

2. Beyond the initial review, a bi-annual update to the County and City Manager will be provided by the Information Technology Director for services rendered.

3. Optionally the opportunity for a monthly planning and status meeting or phone conference with the City Manager and/or County Manager will be provided.

(D) Sharing of Services. Where practical and beneficial to the City and/or the County, opportunities for sharing resources and joint projects may be offered when applicable. Opportunities for cost reduction and cost avoidance for City and County residents will be a priority of this Agreement.

(E) Compensation for Services Delivered.

1. The City agrees to pay to the County as compensation for providing the IT services described in Section A above, pursuant to those rates described in Exhibit "A" attached hereto and incorporated by reference herein. Billing for services described in Section A above shall be on a quarterly basis in accordance with the rates as shown on Exhibit "A," as said rates may be amended from time to time by the agreement of the parties.

2. The County will provide the City with a quarterly statement for services rendered, to include any accrued mileage. The City will submit payments due in a timely manner, but in any event no later than thirty (30) days after the County submits a statement therefor.

(F) IT Staffing and Availability. It is further understood that there may be times when the County will be unable to provide the said assistance services due to vacation and sick days, current or pressing projects, or an unforeseen circumstance. If such an event occurs, the County will make every effort to provide appropriate staffing assistance.

(G) Exclusions. Services not included in this Agreement are listed below:

1. Servicing or repair of employee-owned equipment.

2. The cost of replacement parts, equipment, or shipping charges of any kind.

3. The cost of software licensing, software renewals, and any upgrade fees including associated services.

4. The cost of manufacturer maintenance and support agreements of any kind. The Lincoln County IT Office further recommends the City to provide manufacturer maintenance on all equipment.

5. New technology implementations and migrations.

6. Training and Project Management services of any kind.

7. The cost of any 3rd party vendors, manufacturer support, or other outside parties.

8. Infrastructure upgrades required to meet performance standards.

(H) Data Backup. Data backup is the responsibility of the City unless it is otherwise specified in writing. Lincoln County IT will not be responsible for any data loss on City workstations or servers. Data loss due to equipment failure not related to Lincoln County IT Offices effort is not the responsibility of Lincoln County; and

(I) Employment Restrictions. The City shall not engage or hire a Lincoln County IT employee as a computer or networking support professional for a period of 18 months following said employee's termination, dismissal, or leave of absence from the County without the expressed written consent of the County Manager.

II. Rate Reduction of Water and Sewer from City to County

The City desires to reduce the water and sewer rate for services to those properties owned and operated by the County and located within the City's jurisdiction. The rate reduction will apply to those County Properties as defined below.

(A) Definitions.

"County Properties" refers to any and all properties owned, currently or in the future, by the County that are located on John Howell Memorial Drive in Lincolnton, NC. The current properties included under this Agreement are:

Lincoln County Emergency Medical Services
720 John Howell Memorial Dr.
Lincolnton, NC 28092

Lincoln County Animal Services
650 John Howell Memorial Dr.
Lincolnton, NC 28092

Lincoln County Sheriff's Office and Jail
700 John Howell Memorial Dr.
Lincolnton, NC 28092

“Water and Sewer District” refers to the area located in Lincoln County that has access to the Water and Sewer Services of the City;

“Water and Sewer Services” refers to the distribution of water from a water treatment plant to homes and businesses and the collection of sewage and transport of that sewage to a waste treatment plant under operation of the City;

(B) Guarantee of Rate. City hereby guarantees that County shall be provided with the best rate allowed under City’s rates for Water and Sewer Services. The lowest and best rate is currently considered the “Inside City” rate for such services, and shall be provided to County. However, if the best rate should differ from the “Inside City” rate then the County shall be provided with such rate at that time.

(C) Term of Guarantee. The best rate shall be guaranteed for a term ending on April 30, 2028, or until this Agreement is terminated, whichever is the earlier.

III. Conveyance of Parcel # 01146 from County to City.

The County desires to convey to the City, the real property located at 119 East Court Square, Lincolnton, NC 28092, identified by Parcel ID Number 01146 (herein referred to as the “Property”), which includes the fixtures and improvements located on the Property. The Property is further described in Exhibit “B.”

(A) The Closing. The conveyance of Parcel ID Number 01146 from the County to the City shall be referred to herein as the “Closing.”

(B) Closing Date. The Closing Date will be on or prior to thirty (30) days after the execution of this Agreement.

(C) Requirements of Closing.

1. At the Closing, County shall deliver to City:

i. A Limited Warranty Deed fully executed by County in recordable form and conveying the Property to City free and clear of all encumbrances to title;

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

iii. A lien affidavit in a form satisfactory to the title insurance company chosen by City to insure title to the Property;

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

2. At the Closing, City shall deliver to County any such documents and instruments as may be reasonably required by County to effectuate the Closing of the transaction herein contemplated.

(D) Representations, Warranties, Covenants and Agreements of County.

1. County is the owner of the fee simple and good and marketable title to the Property;

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

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

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

5. There are no parties in possession other than County, and no party has any lease or other possessory interest in the Property;

6. County has no knowledge of any action or proceeding pending, threatened or instituted for the condemnation of any part of Property nor any adjacent property, nor has County received from any governmental agency any notification of any pending public improvements relating to the Property nor any adjacent property or requirements with respect to any repairs, replacements or alterations to Property that have not been satisfactorily made; County further covenants that there are no pending assessment liens other than usual ad valorem taxes of any nature against the Property;

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

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

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

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

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

IV. Maintenance Agreement. The County will provide Maintenance to the City for City Hall and Police Department, pursuant to the terms and conditions of this subsection IV.

(A) Definitions.

"Maintenance" shall mean all routine upkeep of a building including any general repairs and preventative maintenance of systems required to keep the appearance and longevity of the building in proper repair. This does not include any maintenance that would be considered labor intensive or costly.

"City Buildings" shall mean City Hall and Police Department ~~all buildings that are currently owned and operated by the City of Lincoln~~. This applies only to the above mentioned buildings that are currently being used by the City for governmental properties, and not buildings that may be vacant but are owned by the City.

(B) Salary and Benefits. County shall be responsible for payment of salary and benefits to employee(s) responsible for the Maintenance.

(C) Term of Agreement. This subsection shall be for a term of nine (9) years ending on April 30, 2028, and shall be renewable in one-year terms thereafter.

(D) Cap on Hours Provided. Notwithstanding the foregoing, however, the County shall only be required to provide no more than three hundred and thirty (330) man-hours of labor for the Maintenance of the City Buildings, each fiscal year.

(E) Costs Incurred for Maintenance. Any costs that may be incurred for Maintenance of the City Buildings shall be incurred by the City, such as the costs for materials needed for such Maintenance.

(F) Response Times.

1. Lincoln County Facilities Management will respond to work requests issued on an as needed and prioritized basis to support the above items. Work requests,

submitted through the County's work order system, will be prioritized by assigning them to one of the following categories for resolution:

PRIORITY LEVEL	DESCRIPTION
Emergency	This is an EMERGENCY condition that pose an immediate danger to life and/or property.
High	This is a condition that could pose a danger to life and/or property.
Medium	This is a condition that has a minimal impact on business operations and is not severe.
Low	This is a condition that has no impact on business operations.
Scheduled	Will be populated per schedule in the County's work order system and is preventative maintenance related.

Additionally, Lincoln County Facilities Management will coordinate scheduled dates and times with the City to perform regularly scheduled updates and maintenance of the above items.

2. Lincoln County Facilities Management will work to achieve response times to work requests on a schedule similar to the one below. The following table outlines the response times for each priority level associated with incidents:

ACTION	EMERGENCY	HIGH	MEDIUM	LOW	SCHEDULED
Service Availability	24 x 7 x 365	24 x 7 x 365	8 x 5 x 260	8 x 5 x 260	8 x 5 x 260
Acknowledgement	>15 minutes	2 hours	24 hours (Bus Hours)	48 hours (Bus Hours)	N/A
Status Updates	Generated automatically by the County's work order system.				N/A
Resolution	Varies on complexity	Varies on complexity	< 1 week	< 2 weeks	N/A

V. **Additional Terms.** The following terms apply to this Agreement in its entirety, including Sections I through IV.

(A) Termination. This Agreement shall automatically renew on July 1, 2028, for one-year extensions unless notification is provided in writing by either party, in writing, prior to the anniversary of the renewal.

(B) Breach of Agreement. If either party fails to perform the duties and obligations under this Agreement, the non-breaching party shall have the right to terminate this Agreement in writing with thirty (30) days' notice.

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

City: Lincolnnton City Manager
114 W. Sycamore St.
Lincolnnton, North Carolina 28092

With Copy to: Thomas J. Wilson, Jr.
PO Box 737
Lincolnnton, NC 28093

County: Lincoln County Manager
353 N Generals Boulevard
Lincolnnton, North Carolina 28092

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

(D) Payment for services. The City shall annually pay the County the amount of Fifteen Thousand Four Hundred ten and no/100 (\$15,410.00) Dollars, beginning July 1, 2019 and continuing on the first of July each year thereafter, including any possible extensions, until the expiration or termination of this Agreement.

(E) Miscellaneous Provisions.

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

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

3. No written waiver by any party at any time of any breach of any other provision of this Agreement shall be deemed a waiver of a breach of any provision herein or a consent to any subsequent breach of the same or any other provisions. If any action by any party shall require the consent or approval of another party, such consent or approval of such action on any occasion shall not be deemed a consent to or approval of such action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion.

4. The various rights, powers and remedies herein contained and reserved to either the County or the City shall not be considered as exclusive of any other right, power or remedy, but the same shall be construed as cumulative and shall be in addition

to every other right, power or remedy now or hereafter existing at law, in equity or by statute. No delay or omission of a party to exercise any right, power or remedy arising from any omission, neglect or default of the other party shall impair any such right, power or remedy or shall be construed as a waiver of any such default or and acquiescence therein.

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

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

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

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

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

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

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

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

13. In the event of a dispute arising from this Agreement, the parties agree to take the following actions as conditions precedent to any party hereto filing an action arising from the Agreement:

i. The Lincolnton City Manager and the Lincoln County Manager shall meet in an attempt to informally mediate the dispute; and

ii. If said Managers are unable to successfully mediate said dispute, the Lincolnton Mayor and Lincolnton City Manager shall attempt to mediate the dispute with the Lincoln County Manager and the Chairman of the Lincoln County Board of Commissioners.

If the parties, after taking the steps provided hereinabove, are unable to successfully mediate their dispute, then either party may file an action in the Lincoln County Superior Court for a determination of the parties' respective rights and liabilities therein.

In witness, whereof, the parties have executed this Agreement by day and year above first written.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

CITY OF LINCOLNTON,
A North Carolina Municipal Corporation

By: _____
Ed Hatley, Mayor

ATTEST:

Donna Flowers, City Clerk

This document has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Steve Zickefoose, Finance Director
City of Lincolnton

Approved as to form on behalf of the City of Lincolnton.

Thomas J. Wilson, Jr.
Attorney for the City of Lincolnton

STATE OF NORTH CAROLINA

COUNTY OF LINCOLN

I, _____, a Notary Public of said County and State, certify that Donna Flowers personally came before me this day and acknowledged that she is City Clerk of the City of Lincolnton, a North Carolina Municipal Corporation, and that by authority duly given and as the act of the City Council of the City of Lincolnton, the foregoing instrument was signed in its name and by its City Manager, sealed with its corporate seal and attested by her as its City Clerk.

Witness my hand and seal this _____ day of _____, 2019.

Notary Public

(SEAL)

My Commission Expires: _____

LINCOLN COUNTY,

A North Carolina Body Corporate and Politic

By: _____
Carrol D. Mitchem
Chairman of the Board of Commissioners

ATTEST:

Amy Atkins, County Clerk

This document has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Deanna Rios, Finance Director
Lincoln County, North Carolina

Approved as to form on behalf of Lincoln County

Wesley L. Deaton
Attorney for Lincoln County

STATE OF NORTH CAROLINA

COUNTY OF LINCOLN

I, _____ a Notary Public of said county and state, certify that Amy Atkins personally came before me this day and acknowledged that she is the County Clerk of Lincoln County, North Carolina, a body corporate and politic in nature, and that by authority duly given and as the act of the Board of Commissioners of Lincoln County, North Carolina, the foregoing instrument was signed in its name and by its Chairman of the Board, sealed with its corporate seal and attested by her as its County Clerk.

Witness my hand and seal this _____ day of _____, 2019.

Notary Public

(SEAL)

My Commission Expires: _____

EXHIBIT “A”
(SERVICE RATES)

EXHIBIT “B”
(REAL PROPERTY LEGAL DESCRIPTION)

All that certain piece, parcel or lot of land located at the intersection of Court Square and East Water Street, being known as the Old Police Department of the City of Lincoln, and more particularly described by metes and bounds in accordance with a plat and survey prepared by Roy C. Turner, Registered Surveyor dated October 21, 1994, as follows:

BEGINNING at a stake at the intersection of Water Street and the Courthouse Square, and runs with said Courthouse Square, North 21 degrees 00 minutes 00 seconds West 32.22 feet to northwest corner of building of Paul Whisonant; thence North 69 degrees 00 minutes 00 seconds East 24.06 feet to corner of building, thence South 21 degrees 00 minutes 00 seconds East 2.00 feet to the corner of building, thence with brick building wall, North 68 degrees 43 minutes 41 seconds East 55.96 feet to corner of building and paved parking and drive, thence with concrete drive, South 21 degrees 09 minutes 02 seconds East 30.18 feet to corner of building; thence with brick building wall, South 68 degrees 46 minutes 42 seconds West 80.23 feet to the BEGINNING.

Being the same and identical property as conveyed in deed recorded in Book 619, Page 207 and Book 890, Page 008 of the Lincoln County Public Registry.

A map of the attached property is attached as Exhibit “A” to that Corporation Warranty Deed recorded in Book 890, Page 008 of the Lincoln County Public Registry.

ITEM #

15

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 *Steve*

SUBJECT: Police Building Project

DATE: May 30, 2019

Bids were opened May 30th for the Police Department project. The low bidder is T.C. Strickland Construction Company for a base bid of \$1,433,882. There were four bidders as noted on the attached bid tabulation sheet.

Pinnacle Architecture has worked with T.C. Strickland on other projects and is pleased with their work.

The \$1,433,882 bid is approximately \$300,000 or 20% higher than our projected budget. However, given the market trends, I feel that this is reasonable. Also, we are currently paying \$22,200 per year in rent for the detective's office space. The 15 year savings in rent alone will be \$330,000. I have been able to identify additional dollars from the Electric Fund that can be used to cover the shortage.

The current police building has a tax value of \$840,000. The City has no operational need for this building once we move out. This location has tremendous potential for future development and use.

My recommendation is to approve T.C Strickland Construction Company as the low bidder for the amount of \$1,433,882. I am not recommending the acceptance of any alternates.

Pinnacle Architecture will be at the June 6 meeting to answer any questions.

I am available prior to that to answer any questions as well.

DATE: MAY 30, 2019 2:00 PM

DATE: MAY 30, 2019 2:00 PM

[illegible]

ITEM #

16

CITY OF LINCOLNTON

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



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

RESOLUTION

Adopting Salary Schedule and Schedule of Budgeted Positions (R-17-19)

WHEREAS, the proposed 2019-20 fiscal year budget has been prepared by the City Manager and presented to the Mayor and City Council; and

WHEREAS, the proposed 2019-20 fiscal year budget includes a recommended salary schedule and schedule of budgeted positions;

NOW, THEREFORE, BE IT RESOLVED, that the City of Lincolnton adopts the "Salary Schedule", and "Schedule of Budgeted Positions", as attached to this resolution, for the fiscal year beginning July 1, 2019 and ending June 30, 2020.

Adopted this the 6th day of June 2019.

DONNA C. FLOWERS, MMC
CITY CLERK

ED HATLEY
MAYOR

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



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

MEMORANDUM

To: Donna Flowers, City Clerk

From: Tanya Osborne, Human Resources Director

Re: 2019-2020 Salary Schedule/Schedule of Budgeted Positions

Date: May 30, 2019

Please find attached the following items:

1. 2019-2020 Salary Schedule-Position Classification Plan
2. 2019-2020 Schedule of Budgeted Positions

As in past years, these two documents have been included on the June agenda and adopted by Council once the fiscal year budget has been approved. The Schedules have been revised to reflect position classification changes proposed by the Manager for the 2019-2020 budget year.

Please let me know if additional information is needed.

attachments

CITY OF LINCOLN
SCHEDULE OF BUDGETED POSITIONS
Effective July 1, 2019

<u>Position Title</u>	<u>Grade</u>	<u>E or N-E</u>	<u>Bi-Weekly Hours</u>
<u>Administration 10.00.4110</u>			
City Manager/Finance Director	35	E	75
Assistant City Manager	32	E	75
Asst to City Mgr/City Clerk	18	N-E	PT
Admin Support Assistant	9	N-E	PT
Full Time Positions	2		
<u>Human Resources 10.00.4120</u>			
Human Resources Director	25	E	75
HR Benefits Administrator	17	N-E	75
Admin Support Assistant	9	N-E	75
Admin Support Assistant/Floater	9	N-E	75
Building Services Attendant	7	N-E	75
Full Time Positions	5		
<u>Finance 10.00.4130</u>			
Information Tech Manager	24	E	PT
Accounting Services Manager	19	N-E	75
Business Services Manager	18	N-E	75
Accountant	15	N-E	75
Accounting Technician-Billing	11	N-E	75
Accounting Technician-Payroll	11	N-E	75
Accounting Technician-AP	11	N-E	75
Customer Services Rep I	9	N-E	75
Full Time Positions	7		

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

Full Time Positions

37

<u>Position Title</u>	<u>Grade</u>	<u>E or N-E</u>	<u>Bi-Weekly Hours</u>
<u>Fire Department 10.10.4340</u>			
Fire Chief	29	E	80
Assistant Fire Chief	23	E	80
Fire Captain	20	N-E	106
Fire Captain	20	N-E	106
Fire Captain	20	N-E	106
Training/Code Enforcement Officer	20	N-E	80
Fire Inspector	15	N-E	PT
Fire Lieutenant	16	N-E	106
Fire Lieutenant	16	N-E	106
Fire Lieutenant	16	N-E	106
Fire Engineer	14	N-E	106
Fire Engineer	14	N-E	106
Fire Engineer	14	N-E	106
Fire Engineer	14	N-E	106
Fire Engineer	14	N-E	106
Fire Engineer	14	N-E	106
Fire Engineer	14	N-E	106
Fire Engineer	14	N-E	106
Firefighter II	13	N-E	106
Firefighter II	13	N-E	106
Firefighter	12	N-E	106
Firefighter	12	N-E	106
Firefighter	12	N-E	106
Firefighter	12	N-E	106
Firefighter	12	N-E	106
Firefighter SAFER grant	12	N-E	106
Firefighter SAFER grant	12	N-E	106
Firefighter SAFER grant	12	N-E	106
Admin Support Assistant	9	N-E	75
Full Time Positions	28		
<u>Public Works - Administration 10.20.4510</u>			
Senior Admin Support Assistant	10	N-E	75
Public Works Superintendent	21	E	80
Accounting Technician	11	N-E	PT
Full Time Positions	2		

<u>Position Title</u>	<u>Grade</u>	<u>E or N-E</u>	<u>Bi-Weekly Hours</u>
<u>Public Works - Streets & Property Maintenance 10.20.4520</u>			
Public Works Supervisor	17	N-E	80
Street Maint Crew Leader	14	N-E	80
Equipment Operator II	12	N-E	80
Equipment Operator II	12	N-E	80
Equipment Operator I	10	N-E	80
Equipment Operator I	10	N-E	80
Equipment Operator I	10	N-E	80
Lead Street Maintenance Worker	10	N-E	80
General Maint Worker	8	N-E	80
General Maint Worker	8	N-E	80
General Maint Worker	8	N-E	80
Full Time Positions	11		
<u>Public Works - Equip Services 10.20.4530</u>			
Fleet Services Superintendent	18	N-E	80
Senior Fleet Maintenance Mechanic	13	N-E	80
Full Time Positions	2		
<u>Public Works - Solid Waste 10.30.4710</u>			
Equipment Operator II	12	N-E	80
Equipment Operator II	12	N-E	80
Equipment Operator II	12	N-E	80
Equipment Operator I	10	N-E	80
Equipment Operator I	10	N-E	80
Equipment Operator I	10	N-E	80
General Maint Worker	8	N-E	80
Full Time Positions	7		

<u>Position Title</u>	<u>Grade</u>	<u>E or N-E</u>	<u>Bi-Weekly Hours</u>
<u>Planning 10.40.4910</u>			
Planning & Comm Develop Director	25	E	75
Zoning Administrator	15	N-E	75
Building Inspections Consultant	20	N-E	PT
Planning Assistant	13	N-E	75
Full Time Positions	3		
<u>Parks & Recreation 10.80.6100</u>			
Parks & Recreation Director	24	E	80
Senior Admin Support Assistant	10	N-E	75
Admin Support Assistant	9	N-E	75
Recreation Program Coordinator	15	N-E	80
Recreation Program Coordinator	15	N-E	80
Community Relations Director	22	E	75
Parks & Recreation Maint Specialist	13	N-E	80
General Services Supervisor	14	N-E	80
Property Maintenance Technician	7	N-E	80
Full Time Positions	9		

<u>Position Title</u>	<u>Grade</u>	<u>E or N-E</u>	<u>Bi-Weekly Hours</u>
<u>Public Works - Water Treatment 61.91.7100</u>			
Water Resources Director	29	E	80
Chief Water Plant Operator	17	N-E	80
Lead WTP Maint Mech	15	N-E	80
Laboratory Analyst	13	N-E	80
WTP Maintenance Mechanic	13	N-E	80
WTP Operator A	14	N-E	80
WTP Operator C	11	N-E	80
WTP Operator C	11	N-E	80
WTP Operator C	11	N-E	80
Sr. Admin Support Assistant	10	N-E	75
Full Time Positions	10		
<u>Public Works - Distribution & Collection 61.91.7110</u>			
Distribution & Coll System Supt	21	E	80
Distribution & Coll System Supervisor	17	N-E	80
Distribution/Collection Crew Leader	15	N-E	80
Distribution/Collection Crew Leader	15	N-E	80
Distribution/Collection Crew Leader	15	N-E	80
Distribution/Collection Maint Tech I	11	N-E	80
Distribution/Collection Maint Tech I	11	N-E	80
Distribution/Collection Maint Tech I	11	N-E	80
Distribution/Collection Maint Tech I	11	N-E	80
Distribution/Collection Maint Tech I	11	N-E	80
Distribution/Collection Maint Tech I	11	N-E	80
Lead Meter Specialist	11	N-E	80
Full Time Positions	12		

<u>Position Title</u>	<u>Grade</u>	<u>E or N-E</u>	<u>Bi-Weekly Hours</u>
<u>Public Works - Waste Water Treatment 61.91.7120</u>			
WWTP Superintendent	21	E	80
Pretreatment Technician	17	N-E	80
Laboratory Analyst	15	N-E	80
Lead WWTP Maint Mechanic	15	N-E	80
WWTP Maint Mechanic	13	N-E	80
WWTP Operator III	14	N-E	80
WWTP Operator II	12	N-E	80
WWTP Operator I	11	N-E	80
WWTP Operator I	11	N-E	80
Full Time Positions	9		
<u>Public Works - Electric 63.93.7200</u>			
Electric Distribution Sys Supt	25	E	80
Electric Distribution Sys Supv	20	N-E	80
Electric Line Technician Class A	18	N-E	80
Electric Line Technician Class A	18	N-E	80
Electric Line Technician Class B	16	N-E	80
Electric Line Technician Class C	13	N-E	80
Meter Specialist	10	N-E	80
Meter Specialist	10	N-E	80
Customer Service Rep I	9	N-E	75
Customer Service Rep I	9	N-E	75
Full Time Positions	10		
Total Full Time City Positions:	154		

Salary Schedule-Position Classifications
City of Lincoln
Effective July 1, 2019

<u>Grade</u>	<u>Position Title</u>	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>	<u>Occupation Review Schedule</u>	<u>FLSA Status</u>
3	Not assigned	21,046	26,307	31,569		N
4	Not assigned	22,098	27,623	33,147		N
5	Not assigned	23,203	29,004	34,805		N
6	Not assigned	24,363	30,454	36,545		N
7	Building Services Attendant	25,582	31,977	38,372	C	N
7	Property Maintenance Technician	25,582	31,977	38,372	C	N
8	General Maintenance Worker	26,861	33,576	40,291	B	N
9	Administrative Support Assistant	28,204	35,255	42,305	C	N
9	Customer Service Representative I	28,204	35,255	42,305	C	N
9	Police Evidence Technician	28,204	35,255	42,305	C	N
9	Police Records Specialist	28,204	35,255	42,305	C	N
10	Customer Service Representative II	29,614	37,017	44,421	C	N
10	Equipment Operator I	29,614	37,017	44,421	B	N
10	Meter Specialist	29,614	37,017	44,421	B	N
10	Sr. Administrative Support Assistant	29,614	37,017	44,421	C	N
11	Accounting Technician	31,095	38,868	46,642	C	N
11	Distribution/Collection Maintenance Tech I	31,095	38,868	46,642	B	N
11	Lead Meter Specialist	31,095	38,868	46,642	B	N
11	WTP Operator C	31,095	38,868	46,642	B	N
11	WWTP Operator I	31,095	38,868	46,642	B	N
12	Distribution/Collection Maintenance Tech II	32,649	40,812	48,974	B	N
12	Equipment Operator II	32,649	40,812	48,974	B	N
12	Firefighter I	32,649	40,812	48,974	A	N
12	WTP Operator B	32,649	40,812	48,974	B	N
12	WWTP Operator II	32,649	40,812	48,974	B	N
13	Electric Line Technician (Class C)	34,282	42,852	51,423	B	N
13	Fire Inspector I	34,282	42,852	51,423	A	N
13	Firefighter II	34,282	42,852	51,423	A	N
13	Parks Maintenance Specialist	34,282	42,852	51,423	C	N
13	Planning Assistant	34,282	42,852	51,423	C	N
13	Sr. Fleet Maintenance Mechanic	34,282	42,852	51,423	B	N
13	WTP Laboratory Analyst	34,282	42,852	51,423	B	N
13	WTP Maintenance Mechanic	34,282	42,852	51,423	B	N
13	WWTP Maintenance Mechanic	34,282	42,852	51,423	B	N
14	Distribution/Collection Maintenance Tech III	35,996	44,995	53,994	B	N
14	Fire Inspector II	35,996	44,995	53,994	A	N
14	Firefighter Engineer	35,996	44,995	53,994	A	N
14	General Services Supervisor	35,996	44,995	53,994	C	N
14	Lift Station Mechanic	35,996	44,995	53,994	B	N
14	Street Maintenance Crew Leader	35,996	44,995	53,994	B	N
14	WTP Operator A	35,996	44,995	53,994	B	N
14	WWTP Operator III	35,996	44,995	53,994	B	N

Salary Schedule-Position Classifications
City of Lincoln
Effective July 1, 2019

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

Salary Schedule-Position Classifications
City of Lincoln
Effective July 1, 2019

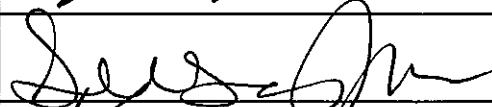
26	Not assigned	64,643	80,804	96,965		E
27	Not assigned	67,875	84,844	101,813		E
28	Not assigned	71,269	89,086	106,904		E
29	Fire Chief	74,833	93,541	112,249	A	E
29	Police Chief	74,833	93,541	112,249	A	E
29	Water Resources Director	74,833	93,541	112,249	B	E
30	Not assigned	78,574	98,218	117,861		E
31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

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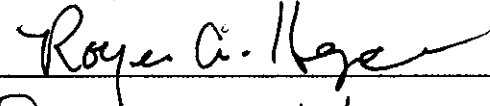
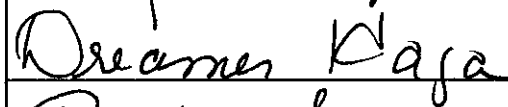
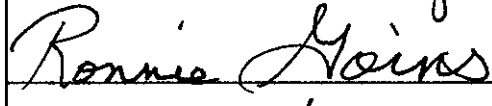
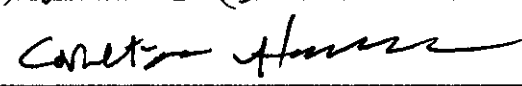
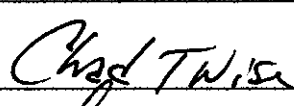
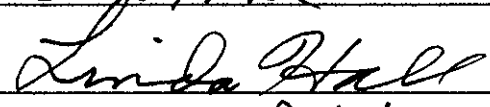
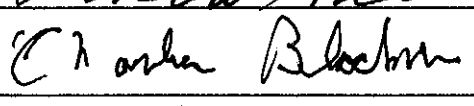
PETITION FOR:
FOUR WAY STOP SIGN ON THE CORNER OF
BONVIEW AVENUE AND ROBERTA AVENUE IN
LINCOLNTON, NC

REASON:
TO PREVENT PEOPLE FROM EXCESSIVE SPEEDING
UP AND DOWN BONVIEW AVENUE AND
POTENTIALLY INJURING ADULTS, CHILDREN
AND/OR ANIMALS

SIGNATURE	ADDRESS
	520 Forney Ave
Barbara Chamberlain	530 Forney Ave
Joe G. G. G.	514 Forney Ave
Maddie Gaker	708 N. Grove St.
Dyren Eder	720 N Grove St
D. J. A. C.	708 N. Grove St.
Mike Turner	518 W. Pine St.
	425 Bonview Ave
	528 W. Pine St.
Katie Verable	607 Bonview Ave.

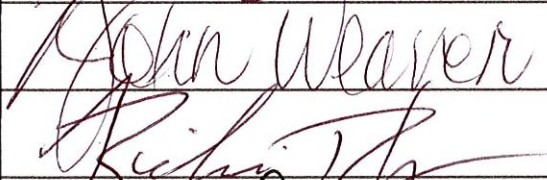
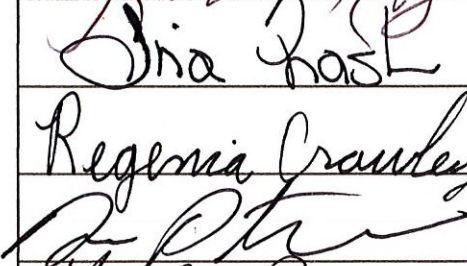
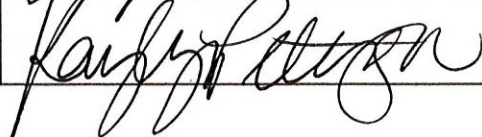
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REASON:
TO PREVENT PEOPLE FROM EXCESSIVE SPEEDING
UP AND DOWN BONVIEW AVENUE AND
POTENTIALLY INJURING ADULTS, CHILDREN
AND/OR ANIMALS

SIGNATURE	ADDRESS
	620 Bonview Ave
	416 Bonview Ave
	416 Bonview Ave.
	303 Forney Ave.
	521 Forney Ave.
	623 Louise Ave
	529 Forney Ave
	714 Bonview Ave
 Bill Galt 311 B.B.	416 W Pine St.
 WANDA TOWER	417 BONVIEW AVE

PETITION FOR:
FOUR WAY STOP SIGN ON THE CORNER OF
BONVIEW AVENUE AND ROBERTA AVENUE IN
LINCOLNTON, NC

REASON:
TO PREVENT PEOPLE FROM EXCESSIVE SPEEDING
UP AND DOWN BONVIEW AVENUE AND
POTENTIALLY INJURING ADULTS, CHILDREN
AND/OR ANIMALS

SIGNATURE	ADDRESS
Crystal B. Hedges	608 Bonview Ave
	602 Bonview Ave
	440A Roberta Ave.
	513 Bonview Ave
John Weaver	501 Bonview Ave
	507 " "
Bria Hask	602 Bonview Ave
Regenia Crowder	612 Bonview Ave
	624 Bonview Ave
	624 Bonview Ave

PETITION FOR:
FOUR WAY STOP SIGN ON THE CORNER OF
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UP AND DOWN BONVIEW AVENUE AND
POTENTIALLY INJURING ADULTS, CHILDREN
AND/OR ANIMALS

SIGNATURE	ADDRESS
Ben Rubin Emily A. Roterman	527 Louise Ave.
Sandy Grayson Michael Grayson	517 N. Roberta Ave.
William Wright	610 W Pine St
Joan	307 Roberta Ave
Crystal Green	307 Roberta Ave
Don Mark	607 Bonview Ave

ITEM #

18

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 *Steve*

SUBJECT: Piedmont Companies Agreement

DATE: May 28, 2019

City Council entered into an agreement with Piedmont Properties effective June 2, 2016 for the construction of townhomes/condos at East Pine Street know as the Aspen Project. There are two points of interest that warrants Councils' attention.

1. Section 9.1 indicates *"In the event that the Purchaser fails to begin construction of such development within 730 after the closing, and the Seller makes demand upon the Purchaser, the Purchaser shall convey title to the Subject property back to the Seller, at Purchaser's sole cost."*

Note: The 730 day period to begin construction has expired. Council has met all requirements as stipulated in the agreement at a cost of \$775,000 to date. Council has the discretion of reclaiming the property.

2. Section 9.1 indicates *"a multi-family residential development substantially in compliance with those plans and specifications attached hereto as Exhibit C."*

Note: The plans call for a 12 unit complex. The developer is requesting that this be changed to 11 units. Council need to determine if this meets the above criteria.

Council also entered into agreements with Piedmont Companies for multi-family developments known as Inverness and Memorial Hall. The Inverness project is triggered 30 days upon construction of the Aspen complex and leasing of 75 percent of the 12 units. The Memorial Hall Project follows the Inverness Project.

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the "Agreement") is made this 2nd day of June, 2016 (the "Effective Date"), by and between the City of Lincolnton, a body corporate and politic organized pursuant to the laws of the State of North Carolina (hereinafter referred to as "Seller"), and Piedmont Companies, Inc., a North Carolina corporation (hereinafter referred to as "Purchaser").

RECITALS:

A. The Seller is a non-profit corporation located within Lincoln County, North Carolina, whose primary purpose is to promote downtown business and development within Lincolnton, North Carolina, as well as the revitalization thereof.

B. The Seller is the owner of the Subject Property, as defined herein.

C. The Seller lacks sufficient funds to renovate, rehabilitate and preserve the Subject Property in its current state.

D. The Purchaser has expressed an interest in purchasing the Subject Property for the purpose of creating a multi-family residential development as part of a larger series of projects which are intended to have the effect of revitalizing downtown Lincolnton business and development. This series of projects shall include (i) the development of the Subject Property; (ii) the development of two multi-residential properties purchased from the City of Lincolnton (the "Aspen Agreement" and the "Inverness Agreement"); and (iii) the development of a commercial property purchased from the Lincoln County Historical Association (the "Eureka Agreement").

E. The Seller desires to convey the Subject Property to the Purchaser, and the Purchaser desires to take title to the Subject Property, pursuant to the terms and conditions contained in this Agreement.

ARTICLE 1. Agreement to Sell and Purchase

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

SEE EXHIBIT "A" ATTACHED HERETO.

The term "Subject Property," as hereinafter used, shall mean all property, whether real or personal, set out in this Article and described above.

ARTICLE 2. Consideration

2.1. The parties acknowledge that the Purchaser shall accept the conveyance of the

Subject Property for no monetary consideration. Instead, the consideration for the conveyance by Seller of the Subject Property shall be (i) the assumption by Purchaser of those obligations described in Article 9 herein, (ii) the development of the Subject Property, (iii) the development pursuant to the City Agreement and (iv) the development pursuant to the Eureka Agreement (collectively, the "Consideration").

ARTICLE 3. The Closing

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

3.2. The Closing shall take place on or before sixty (60) days after the end of the Feasibility Deadline, the exact time and place of Closing to be mutually agreed upon by Purchaser and Seller.

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

a. A General Warranty Deed fully executed by Seller in recordable form, substantially in the form as shown in Exhibit "B" attached hereto, and conveying the Subject Property to Purchaser;

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

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

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

e. An executed Purchase and Sale Closing Statement; and

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

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

a. An executed Purchase and Sale Closing Statement; and

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

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

3.7. Real estate taxes and assessments for the Subject Property for the year within which the Closing occurs shall be prorated at and as of Closing with Purchaser responsible for the day of Closing. If real estate taxes are not known for the current year, the most recently available year shall be used to calculate the prorated portions.

3.8. Seller shall pay for the excise tax stamps on the General Warranty deed, if any, and for the cost of preparing the General Warranty deed.

3.9. The per page cost of recording the closing documents, including, without limitation, the General Warranty deed, shall be borne by the Purchaser.

3.10. Purchaser shall pay for any real estate survey, any and all subdivision approval fees and survey approval fees, any appraisal, any and all due diligence expenses, Purchaser's own accountants' fees, financial consultant fees, loan finance fees and charges, and attorneys' fees with this Agreement and the Closing, and all title examination costs and title insurance premiums for the owner policy for Purchaser. Upon request of Seller, Purchaser shall provide Seller with a copy of any survey, environmental reports and title opinions, commitments or policies it obtains as part of its due diligence.

3.11. Possession of the Subject Property shall be given to Purchaser on the Closing Date, free from any claims of possession whatsoever, but subject to those obligations contained in Article 9 of this Agreement which constitute a portion of the Consideration therefor.

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

ARTICLE 4. Purchaser's Right of Entry, Inspection, Demolition and Staging

4.1. Purchaser and Purchaser's agents and representatives shall have the right, without the obligation, to enter upon the Subject Property prior to Closing to undertake any one or more of the following: water and soil samples and conduct geological surveys of the soil and subsurface or other tests at the Subject Property, to demolish structures located thereon, and to use the Subject Property as a staging area for other construction projects. All such undertakings shall be at Purchaser's own expense, for which Seller shall obtain, as necessary and if requested by Purchaser, from anyone having a possessory or other interest in the Subject Property written permission for access for undertaking the same.

4.2. The "Start Date", as defined herein, shall be defined as that date thirty (30) days after the Purchaser has performed all of the following and has certified as such to the Seller:

- a. Taken title to the Inverness Agreement property;
- b. Constructed a 12-unit residential apartment complex thereon and obtained a certificate of occupancy therefor; and
- c. Leased at least 75 percent of the units.

Notwithstanding the foregoing, however, in the event the Purchaser has failed to perform all of the above-referenced conditions within 48 months from the Effective Date, the Seller or Purchaser may, in either of their respective discretion, terminate this Agreement.

No later than the dates provided respectively below, Seller shall provide to Purchaser the following, to the extent the same is within the possession of the Seller:

- a. Within ten (10) business days from the Start Date, copies of the Subject Property's recent tax bills, surveys, inspections, environmental reports and engineering reports, to the extent the same are in the Seller's actual possession.

- b. Within ten (10) business days from the Start Date, all title insurance policies or commitments which purport to insure title to the Subject Property or a larger tract or parcel of land from which the Subject Property has been subdivided.

- c. Within ten (10) days from the Start Date, any restrictive covenants, reciprocal easements, or common area maintenance agreements that affect or burden the Subject Property.

- d. Prior to the termination of the Feasibility Deadline, a reimbursement of the expenses incurred by Purchaser for lead and asbestos studies performed on the Subject Property prior to the Feasibility Deadline; provided, however, that prior to entering into an agreement for any such lead or asbestos study, the Purchaser shall obtain the Seller's consent in writing to each such study and the respective price therefor.

ARTICLE 5. Representations, Warranties, Covenants and Agreements of Seller

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

- a. Seller is the owner of the fee simple and good and marketable title to the Subject

Property;

b. The Subject Property is free and clear of all monetary liens and encumbrances, except for those which will be satisfied by Seller at or prior to closing;

c. Seller has no knowledge of any suits, judgments, tax liens, executions, bankruptcies or other actions, pending or threatened against the Seller or which might affect the Subject Property;

d. Seller has no knowledge of any (i) dispute with anyone concerning location of property lines or corners, (ii) any encroachments of improvements onto Subject Property from adjacent properties and (iii) any encroachments of improvements from Subject Property onto adjacent property;

e. There are no parties in possession other than Seller, and no party has any lease or other possessory interest in the Subject Property;

f. Seller has no knowledge of any action or proceeding pending, threatened or instituted for the condemnation of any part of Subject Property nor any adjacent property, nor has Seller received from any governmental agency any notification of any pending public improvements relating to Subject Property nor any adjacent property or requirements with respect to any repairs, replacements or alterations to Subject Property that have not been satisfactorily made; Seller further covenants that there are no pending assessment liens other than usual ad valorem taxes or rollback taxes, as applicable, of any nature against Subject Property;

g. The Subject Property is accessible from public roads;

h. Seller has no knowledge of any latent defect regarding the Subject Property such as sinkholes or other conditions which would materially affect the use of Subject Property as contemplated by Purchaser or otherwise;

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

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

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

I. Environmental Matters. "*Environmental Laws*" shall mean (i) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601-9657, as amended by The Superfund Amendments and Reauthorization Act of 1986 and (ii) all other applicable laws, whether federal, state or local, which regulate or pertain to any environmental matters on the Subject Property. With respect to environmental matters affecting the Subject Property, Seller warrants as follows:

(1) Seller has complied in all material respects and is in material compliance with all Environmental Laws with respect to its operation of the Subject Property, and to the extent required the Subject Property has received all approvals of governmental authorities (including licenses and permits) related to environmental, health, and safety laws required in connection with the ownership or operation of the Subject Property, and such Subject Property is being operated and maintained in accordance with all applicable Environmental Laws;

(2) Seller is not a party to any litigation or administrative proceeding and, to the knowledge of Seller, nor is any litigation or administrative proceeding threatened against Seller, which in either case (i) asserts or alleges that Seller violated any Environmental Laws, (ii) asserts or alleges that Seller is required to clean up, remove or take remedial or other responsive action due to the disposal, depositing, discharge, leaking or other release of any Hazardous Materials (as said term may be defined by 42 U.S.C. 9601-9657, as may be amended) at the Subject Property, or (iii) asserts or alleges that Seller is required to pay all or a portion of the cost of any past, present or future cleanup, removal or remedial or other response action which arises out of or is related to the disposal, depositing, discharge, leaking or other release of any Hazardous Materials by Seller at any of the Subject Property;

(3) To the knowledge of Seller, there are no conditions existing as of the date hereof which would subject any owner or operator of the Subject Property to damages, penalties, injunctive relief or cleanup costs under any Environmental Laws or which require or are likely to require cleanup, removal, remedial action or other response pursuant to Environmental Laws; and

(4) Seller is not subject, as a result of its interest in the Subject Property, to any judgment, order or citation related to or arising out of any Environmental Laws and has not been named or listed as a potentially responsible party by any governmental body or agency in a matter related to or arising out of any Environmental Laws.

ARTICLE 6. Conditions Precedent to Closing

6.1. Purchaser shall have until the Feasibility Deadline (as hereinafter defined in Article 7) to:

a. satisfy itself that the Subject Property is properly zoned (or has been rezoned) for the development of the Subject Property as contemplated by Purchaser;

b. satisfy itself that there exist no restrictions on the Subject Property that would affect or restrict the development of the Subject Property as contemplated by Purchaser;

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

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

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

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

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

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

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

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

k. enter into a landfill fee waiver agreement with Lincoln County.

Purchaser and Seller acknowledge and agree that, as used in this Agreement, the phrase “development of the Subject Property as contemplated by Purchaser” and the phrase “satisfy itself” contemplates Purchaser reaching decisions in its sole and absolute discretion, and that all of the above conditions precedent to closing are for the sole benefit of Purchaser.

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

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

ARTICLE 7. Feasibility Deadline

7.1. Notwithstanding any other provision of this Agreement to the contrary, the Purchaser shall have the right to terminate this Agreement pursuant to Section 6.1 herein by giving written notice of termination to the Seller at any time prior to 180 days from the Start Date of this Agreement (said date herein referred to as the “Feasibility Deadline”), if the Purchaser determines, in its sole discretion, that the conditions precedent to Closing described in Article 6 herein are not met. If the terminating party timely and properly exercises such election, then this Agreement shall terminate, and neither party shall be under any further obligation to the other.

ARTICLE 8. Obligations to Close and Failure of Performance

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

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

b. Purchaser not having rightfully elected to terminate this Agreement pursuant to the terms and conditions hereof;

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

d. Purchaser not having terminated either or both of the City Agreement or the Eureka Agreement; and

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

In the event this Agreement is terminated by Purchaser pursuant to any of the conditions precedent to Closing or other provisions hereof, or if the sale contemplated hereby is not consummated due to a default or inability to perform on the part of the Seller, then the Purchaser shall be released of any further obligations and, in the case of Seller's default or inability to perform, Purchaser shall be entitled to specific performance of this Agreement, in its sole discretion.

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

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

b. Seller not having rightfully elected to terminate this Agreement pursuant to the terms and conditions hereof;

c. Purchaser not having elected to terminate this Agreement, the City Agreement or the Eureka Agreement; and

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

In the event all conditions precedent to closing are satisfied and this Agreement is not otherwise terminated by Purchaser pursuant to any of the provisions hereof and all of Seller's representations and warranties are true and correct as of the Closing and all of the covenants and agreements which are required to be performed by Seller in this Agreement are fully performed, and in the event that performance of this Agreement is tendered by Seller and Purchaser fails or refuses to consummate the sale through no fault of Seller or otherwise breaches Purchaser's post-closing obligations, then the Seller shall be entitled to specific performance of this Agreement.

8.3. In the event either party brings an action to enforce its rights hereunder, the costs of

such action, including reasonable attorney's fees of the prevailing party, shall be borne by the non-prevailing party.

ARTICLE 9. Post-Closing Purchaser Obligations

9.1. After the Closing, the Purchaser shall create a multi-family residential development substantially in compliance with those plans and specifications attached hereto as Exhibit "C," and incorporated herein by reference thereto. In the event that the Purchaser fails to begin construction of such development within 730 days after the Closing, and the Seller makes demand upon the Purchaser, the Purchaser shall convey title to the Subject Property back to the Seller, at Purchaser's sole cost.

10.4. Real Estate Commissions. Each party agrees to pay its respective real estate agent commission, if any, as required at closing, and further agrees to indemnify and hold harmless the other party from any of its respective agent's claims for commissions. Seller warrants and represents to Purchaser that no real estate broker was involved in this transaction on behalf of Seller. Purchaser warrants and represents to Seller that no real estate broker was involved in this transaction on behalf of Purchaser.

10.5. Assignment Not Permitted. This Agreement may not be assigned without the written consent of the Seller.

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

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

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

10.9. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same instrument.

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

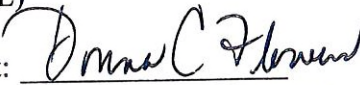
10.11. Partial Invalidity. In the event that any paragraph or portion of this Agreement

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

SIGNATURE PAGE TO FOLLOW

CITY OF LINCOLNTON, NORTH CAROLINA

By:  (SEAL)
Ed Hatley, Mayor

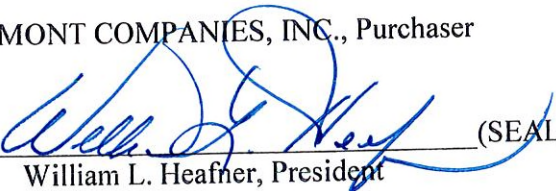
(SEAL)
Attest: 
Donna C. Flowers, Clerk
Lincolnton City Council



This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act.

 (SEAL)
Steve Ziekefoose, Finance Director, City of Lincolnton

PIEDMONT COMPANIES, INC., Purchaser

By:  (SEAL)
William L. Heafner, President

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EXHIBIT "A"
(Legal Description)

Located and lying in the City of Lincolnton, County of Lincoln, State of North Carolina with the physical address of 119 East Pine Street, Lincolnton, North Carolina 28092 and being more particularly described as follows:

Being the full contents of Lot Number 1 and Lot Number 2 of the Minor Subdivision of the Downtown Development Association of Lincolnton, Inc. Property as shown by plat recorded in Plat Book 15, Page 109 of the Lincoln County Registry, reference is hereby made and incorporated into this document for a more complete description.

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$

Parcel Identifier No.

Verified by _____ County on the ____ day of _____, 201

By:

Mail after recording to: Grantee

This instrument was prepared by: **The Deaton Law Firm, PLLC.** - PO Box 2459, Denver, NC 28037

Brief description for the Index: multiple parcels

THIS DEED made _____, 201_, by and between

GRANTOR	GRANTEE
City of Lincolnton, a North Carolina Municipal Corporation	Piedmont Companies, Inc., a North Carolina corporation
Address: 114 W Sycamore St. Lincolnton, NC 28092	Address: 2671 East Main Street Lincolnton, NC 28092

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g., corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantees in fee simple, all that certain lot or parcel of land situated in Lincolnton Township, Lincoln County, North Carolina and more particularly described as follows:

See Exhibit "A" attached hereto.

☐

If box to left of this sentence is checked, the above-referenced real property is or includes the primary residence of a Grantor herein.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantees in fee simple.

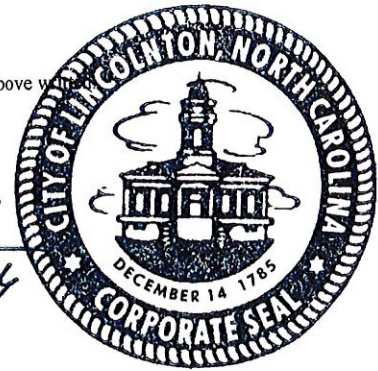
And the Grantors covenant with the Grantees, that Grantors are seized of the premises in fee simple, have the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantors will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

CITY OF LINCOLNTON,
A North Carolina Municipal Corporation

By:

Ed Hatley, Mayor



ATTEST: (SEAL)

Donna C. Flowers

Donna C. Flowers, City Clerk

This document has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Steve Zickelrose

Steve Zickelrose, Finance Director
City of Lincolnton

Approved as to form on behalf of the City of Lincolnton.

Thomas J. Wilson, Jr.

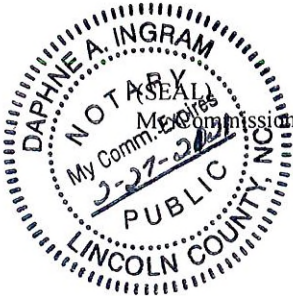
Thomas J. Wilson, Jr., Attorney for the City of Lincolnton

STATE OF NORTH CAROLINA
COUNTY OF LINCOLN

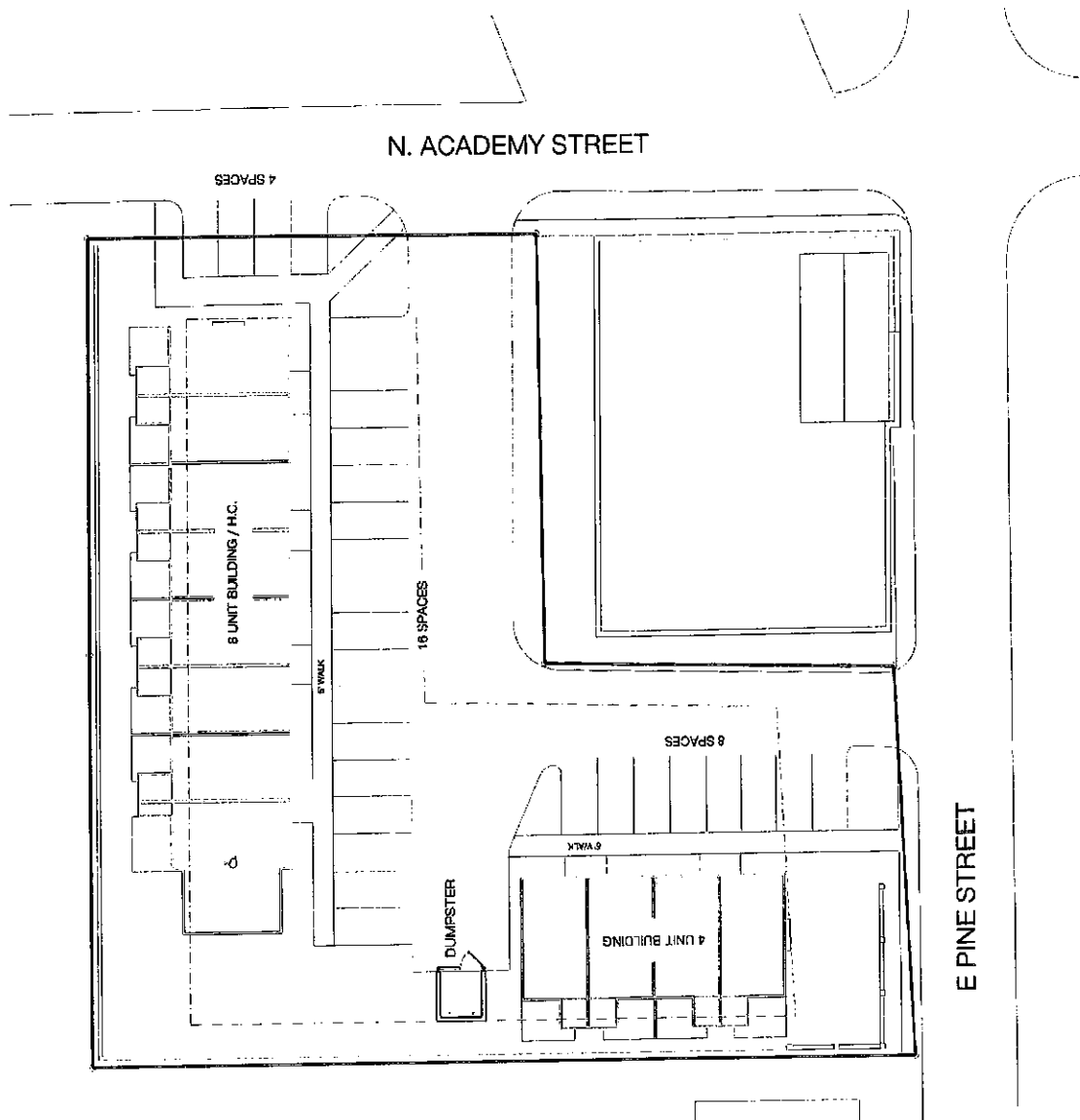
I, Daphne A. Ingram a Notary Public of said County and State, certify that -
Donna C. Flowers personally came before me this day and acknowledged that he/she is City Clerk of the City of Lincolnton, a North Carolina Municipal Corporation, and that by authority duly given and as the act of the City Council of the City of Lincolnton, the foregoing instrument was signed in its name and by its City Manager, sealed with its corporate seal and attested by him/her as its City Clerk.

Witness my hand and seal this 28th day of June, 2016.

Daphne A. Ingram
Notary Public



My Commission Expires: February 27, 2021



ITEM #

19

June 2019 Council Meeting
Executive Summary
April 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	8,728,117	68%	11,655,521	8,717,708	10,409
Fund Balance	1,051,770	-	-	964,361	-	-
	12,852,536	8,728,117		12,619,882	8,717,708	10,409
City Manager/Clerk	320,960	210,710		331,465	242,792	(32,083)
Human Resources	239,060	178,808		232,730	171,964	6,844
Finance	242,790	157,659		273,412	139,270	18,389
General Expense	1,057,620	756,656		942,324	746,871	9,785
General Debt Service	520,954	378,245		463,524	371,363	6,881
Police	3,700,970	2,622,153		4,284,770	2,674,227	(52,074)
Fire	2,240,650	1,935,209		2,099,345	1,695,281	239,928
Public Works	79,616	(64,602)		172,956	61,878	(126,480)
Street	1,251,668	672,965		1,246,268	579,112	93,853
Equipment Services	133,270	91,120		135,120	102,732	(11,612)
Solid Waste	756,798	425,349		708,328	474,865	(49,516)
General Services	-	-		-	-	-
Plannin/Zoning	679,060	222,293		348,794	210,592	11,702
Bus & Comm. Dev	135,000	107,474		164,960	140,826	(33,352)
Recreation	1,494,120	915,688		1,215,886	822,902	92,785
Expenses	12,852,536	8,609,728	67%	12,619,882	8,434,674	175,053
Difference		118,390			283,034	(164,644)

Water & Sewer Fund	% of					Difference
	Budget 18-19	Actual 18-19	Budget	Budget 17-18	Actual 17-18	
Fund 61 Revenues	8,096,950	6,498,952	78%	7,449,995	6,894,169	(395,217)
Fund Balance	281,590	-		526,653		
	8,378,540	6,498,952		7,976,648	6,894,169	(395,217)
Water Treatment	1,502,950	1,148,226		1,508,500	1,163,446	(15,220)
Dist & Collection	1,748,000	1,333,071		1,440,153	1,079,232	253,839
Wastewater	1,550,100	1,057,873		1,516,650	1,085,562	(27,689)
W & S Intangibles	3,577,490	3,434,449		3,511,345	3,374,033	60,417
Expenses	8,378,540	6,973,620	83%	7,976,648	6,702,273	271,347
Difference		(474,668)			191,896	(666,564)

Electric Fund		% of				
	Budget 18-19	Actual 18-19	Budget	Budget 17-18	Actual 17-18	Difference
Fund 63 Revenues	7,669,264	7,189,619	90%	7,791,714	6,885,798	303,821
Fund Balance	300,000	-		1,224,483	-	-
	7,969,264	7,189,619		9,016,197	6,885,798	303,821
Electric Dept.	7,969,264	5,723,877		9,016,197	6,003,950	(280,073)
Expenses	7,969,264	5,723,877	72%	9,016,197	6,003,950	(280,073)
Difference		1,465,742			881,848	583,894

Overtime 80+ hours	341,318	357,320	(16,002)
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ITEM #

20

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

CLOSED

SESSION