A G E N D A

LINCOLNTON CITY COUNCIL

January 9, 2020

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
January 9, 2020
7:00 p.m.

CALL TO ORDER – Mayor Ed Hatley

PLEDGE OF ALLEGIANCE

1. Approval of REGULAR AGENDA

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

3. Approval of December 5, 2019 Regular Meeting Minutes

4. Calls to Public Hearing for the February 6th, 2020 City Council meeting:

CUP-1-2020 – Application from Brian and Marie Kenyon requesting conditional use permit approval to operate a Brewery, Distillery, Taproom and live event space in the Central Business (CB) District. The subject property is located at 124 East Water Street (Parcel ID 100157)

CU-ZMA-1-2020 – Application from Dama and Kevin Chopelas requesting the rezoning of 1.04 acres of land from Residential-8 (R-8) to Conditional Use General Business (CU-GB) to construct a shop and operate a sign/design business. The subject property is located at 1361 South Aspen Street (Parcel ID 22141).

CU-ZMA-2-2020 – Application from Ronald Barger requesting the rezoning of 1.9 acres of land from Neighborhood Business (NB) to Conditional Use General Business (CU-GB) to construct and operate an Automobile Repair Shop. The subject property is located at 1169 W. NC Highway 150 (Parcel ID 15675).

REGULAR AGENDA:

PUBLIC HEARINGS

5. SGIG-01-2020 – Application for Smart Growth Incentive Grant to upfit the former Eureka Mill for new brewery at 414 E. Water Street (JEAN DERBY)

6. BIG-04-2019 – Application for Business Incentive Grant for building renovations to accommodate a general store at 317 East Main Street. (JEAN DERBY)

7. CUP-05-2019 – Application from Townhomes at Lincoln County Club, LLC requesting a conditional use permit to increase the approved number of townhomes from 33 units to 39 units on the 5.25 acre parcel located in the CU-RMF District. The subject property is located on Lincoln Country Club property approximately 650 feet north of Country Club Road and approximately 450 feet east of Lithia Inn Road north of the driving Range Facility (Parcel ID 86678). (LAURA ELAM)

Laura Elam, Planning Director

RESOLUTIONS

(R-01-20)

8. Retirement Resolution honoring Chuck McGinley on his retirement

Mayor Hatley

PRESENTATION

9. Presentation of the Intermediate Law Enforcement Certificate to Officer Ray Fulbright.

Rodney Jordan, Police Chief

10. Presentation of the Advanced Law Enforcement Certificate to Sergeant Tiffany Cline.

Rodney Jordan, Police Chief

11. Presentation of the Advanced Law Enforcement Certificate to Officer Randy Carroll.

Rodney Jordan, Police Chief

12. 2018 -2019 Audit Presentation

Phil Church and Carol Avery
Lowdermilk, Church and Co.

CONTRACT

(C-01-19)

13. Consideration of 2019-20 Audit Contract Approval (Lowdermilk, Church & Co.)

Steve Zickefoose, City Manager

OTHER BUSINESS

14. Consideration of dates for the City's Annual Planning Retreat; suggested date are March 13th or March 20th, 2020

Steve Zickefoose, City Manager

15. Update on Local Roots

Steve Zickefoose, City Manager

16. Monthly Financial/ Overtime Report

Steve Zickefoose, City Manager

17. Consideration of Application for Appointment to the Recreation Advisory Board to Fill Current Vacancy.

Steve Zickefoose, City Manager

18. Consideration of Application for Appointment to Lincoln Tourism Development Authority due to Resignation of Hotel Industry Representative.

Steve Zickefoose, City Manager

19. Consideration of Request from Lincoln County to Name Street for the New Courthouse location.

Steve Zickefoose, City Manager

<u>PUBLIC COMMENT</u>

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

<u>NEWS MEDIA</u>

<u>ADJOURNMENT</u>

ITEM #

1

APPROVAL

OF

REGULAR

AGENDA

ITEM #

2

APPROVAL

OF

CONSENT

AGENDA

ITEM #

3

ITEM

4

MEMO TO: Steve Zickefoose
Donna Flowers
Daphne Ingram

FROM: Laura Elam

SUBJECT: **REVISED** Agenda Packet for the January 9, 2020 City Council Meeting

DATE: December 31, 2019

PUBLIC HEARINGS

There are three public hearings scheduled for the January 9 meeting as follows:

- **SGIG-1-2020** - Application for Smart Growth Incentive Grant to upfit the former Eureka Mill for new brewery at 414 E. Water Street.
- **BIG-4-2019** - Application for Business Incentive Grant for building renovations to accommodate a general store at 317 East Main Street.
- **CUP-5-2019**- Application from Townhomes at Lincoln Country Club, LLC requesting a conditional use permit to increase the approved number of townhomes from 33 units to 40 units on the 5.25 acre parcel located in the CU-RMF District. The subject property is located on Lincoln Country Club property approximately 650 feet north of Country Club Road approximately 450 feet east of Lithia Inn Road north of the driving Range Facility (Parcel ID 86678)

CALLS TO PUBLIC HEARING

There are three calls to hearing for the January 9 meeting as follows:

- **CUP-1-2020**- Application from Brian and Marie Kenyon requesting conditional use permit approval to operate a Brewery, Distillery, Taproom and live event space in the Central Business (CB) District. The subject property is located at 124 East Water Street (Parcel ID 100157).
- **CU-ZMA-1-2020-** Application from Dama and Kevin Chopelas requesting the rezoning of 1.04 acres of land from Residential-8 (R-8) to Conditional Use General Business (CU-GB) to construct a shop and operate a sign/design business. The subject property is located at 1361 South Aspen Street (Parcel ID 22141).
- **CU-ZMA-2-2020**- Application from Ronald Barger requesting the rezoning of 1.9 acres of land from Neighborhood Business (NB) to Conditional Use General Business (CU-GB) to construct and operate an Automobile Repair Shop. The subject property is located at 1169 W NC Highway 150 (Parcel ID 15675).

MONTHLY REPORT

The monthly report is attached.

ITEM #

5

MEMO TO:	Mayor and City Council Members
FROM:	Jean Derby, Planning Assistant
THROUGH:	Steve Zickefoose, City Manager
SUBJECT:	Smart Growth Incentive Grant (SGIG-01-2020)
	Application for Smart Growth Incentive Grant to up fit of the former Eureka Mill for new brewery at 414 E. Water Street
DATE:	January 9, 2020

Background

The City's Smart Growth Incentive Grant program is designed to assist in the redevelopment of downtown Lincolnton by encouraging the rehabilitation and adaptive reuse of older buildings and new construction of infill buildings.

The smart growth incentive grant program provides a grant to the property owner based on the increased tax value of the building or site after completion of a renovation or new construction project.

Project Information

- Location: 414 E. Water Street
- Proposal: Upfit of the former Eureka Mill for new brewery
- Cost estimate: $1,312,054
- Current tax value: $162,136.00
- Current City Taxes: $907.96
- Rough estimate of post construction tax value: $1,000,000
- Estimated City taxes post construction: $5600
- Estimated net gain: $4692.04
- Anticipated start: June 2019
- Anticipated Completion: March 2020

Reimbursement of Increase in City Property Taxes

The proposed estimated investment of $1,600,000.00 would be eligible to receive 100% of the $4,692.04 grant for the five year grant period.

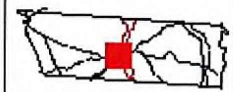
Project Eligibility

The project meets the criteria for eligibility for the Smart Growth Incentive grant.

Lincoln County, NC

Office of the Tax Administrator, GIS Mapping Division

Lincoln County and its mapping contractors assume no legal responsibility for the information contained on this map. This map is not to be used for land conveyance. The map is based on NC State Plane Coordinate System 1983 NAD.
Date: 12/30/2019




00488

Parcel ID	00488	**Owner**	PC ACTIVE LLC				
Map	3623	**Mailing**	2671 EAST MAIN ST				
Account	0274003	**Address**	LINCOLNTON, NC 28092				
Deed	2834 484	**Last Transaction Date**	07/30/2019			**Sale Price**	$172,000
Plat		**Subdivision**				**Lot**	
Land Value	$157,265	**Improvement Value**	$4,871			**Total Value**	$162,136
Previous Parcel							

-----All values for Tax Year 2019 -----

Description	414 E. WATER ST.		**Deed Acres**	1
Address	414 E WATER ST		**Tax Acres**	1.05
Township	LINCOLNTON	**Tax/Fire District**	LINCOLNTON	
Main Improvement	TWO STORY WAREHOUSE		**Value**	$4,871
Main Sq Feet	12110	**Stories** 2	**Year Built**	1900

Zoning District	**Calc Acres**	**Voting Precinct**	**Calc Acres**
C-B	1.05	LS12	1.05

Watershed		**Sewer District**	
	1.05		1.05

Census County	**Tract**	**Block**	
109	070100	5008	1.05

Flood	**Zone Description**	**Panel**	
X	NO FLOOD HAZARD	3710362300	1.05

Smart Growth Incentive Grant (SGIG)

FORMULA GRANT BASED ON NET GAIN IN ASSESSED TAX VALUE

[Post-Construction Tax – Pre-Construction Tax = Net Gain]

City of Lincolnton

Property		Current Property Tax Valuation	Tax on Current Valuation 0.56 (City)	Itemized Construction Costs	Estimated Property Tax Valuation (Post-Const.)	Tax on Estimated Valuation Post-Const. 0.56 (City)	Estimated Net Gain
414 E Water Street		$162,136	$ 907.96	$1,600,000	$1,000,000*	$5,600	$4,692.04
Grant Period		Year 1 100%	Year 2 100%	Year 3 100%	Year 4 100%	Year 5 100%	Total
Estimated Grant Amount		$4,692.04	$4,692.04	$4,692.04	$4,692.04	$4,692.04	$23,460.20

* Rough estimate based on projected investment and use of Laboratory Mills as a comparable.

Rec'd: ___/___/____
By: ____________

LINCOLNTON, NORTH CAROLINA
SMART GROWTH INCENTIVE GRANT
PRE-DEVELOPMENT APPLICATION

Property Owner Name Piedmont Companies

Phone # 704-736-4385 Email willreh@piedcorp.com

Mailing Address 2671 E. Main St. Town Lincolnton State NC ZIP 28092

Contact Name (if different from above) John Brinsfield

Phone # 704-453-1877 Email john@bricktreebrewing.com

Property Address 414 E. Water Street Lincolnton, NC 28092

NC PIN/PARCEL# 00488

Project information

Property Tax Value at time of application $ 162,136.00

Total Estimated Cost of Improvement $ 1.6 million (does not include monies already invested)

Check one to describe the type of project:

☐ **New Construction (infill) project** ☒ **Building Rehabilitation/renovation**

Project Timeline: 6/1/19 Project start date 3/31/20 Projected completion date

Description of Project (attach additional pages as needed)

Conversion of the old Eureka Mill into a full production brewery, taproom and event space. At opening Brick Tree Brewing Co will employ 10 employees with anticipate growth year over year. This growth will allow additional employees to be hired and provide an additional 5-10 positions.

Application Checklist:

☒ I have met with Planning Staff for preliminary discussions.

☑ I have attached project plans, specifications or other appropriate design information.

☑ I have attached a photograph(s) of existing condition of the property.

☑ I have attached copies of cost estimates for the project

☑ I understand that this ***application*** ***must*** ***be reviewed for approval before any work is done on the project*** and that no projects will be approved if any work was done prior to review/approval.

☑ I understand that to be eligible for a SGIG from Lincoln County, the applicant project must demonstrate economic impact through the creation of a minimum two full time, permanent jobs. (Note: Job creation is not a requirement for the City of Lincolnton SGIG Program.)

☑ I have attached documentation demonstrating jobs to be created upon completion of the project. (County only). Jobs created must be verified annually.

Acknowledgements:

☑ I acknowledge that this application must be accepted and all prerequisite requirements and regulations must be complied with before the application can be considered for acceptance.

☑ I understand that any grant awarded must be completed within two years of the award and any request for extension must be approved by the by the granting authority(s).

☑ I understand that grants are non-transferable and will be rescinded for any properties that change ownership during the grant period.

☑ I understand that I must remain in good standing with the granting authority(s) for all services, taxes, and utilities and that failure to do so may result in rescinded grant funds.

☑ I acknowledge that the grant(s) will be payable beginning the fiscal year following completion of the project.

☑ I acknowledge that I have received the Lincolnton SGIG resolution and understand the defined objectives, requirements, and management for the program.

Applicant's Signature ______________________ Date 12/3/2019

12/6/19

ITEM

6

MEMO TO: Mayor and City Council Members

FROM: Jean Derby

DATE: January 9, 2020

RE: Business Incentive Grant (BIG-4-2019)

Application from Jonathan Burton for a Business Incentive Grant for building renovations to accommodate a general store space at 317 East Main Street.

Project Information

- Location: 317 East Main Street
- Use: Building renovations to accommodate a general store to include the following:
    - Update electrical
    - Update flooring
    - Replace lighting with LEDs
    - Update restrooms
    - Paint walls
    - Paint ceiling
    - Check for and replace rotten wood

- Estimated project cost: $41,460.00
- Anticipated start: February 2020

Anticipated completion: April 2020

Request

- $15,000.00 for building renovations


202
E SYCAMORE ST
317
117
331
333
301
NORTH POPLAR ST
235 F G H & I
233
235 A&D
EAST MAIN ST


Stroup's Jewelers
317

City of Lincolnton Business Incentive Grant Application

Building Rehabilitations and Renovations
Which Encourage
Economic Development in Lincolnton

DATE: 12/10/19

NAME OF APPLICANT: Jonathan Burton

PROJECT NAME: Burton Farms General Store remodel

PROJECT DESCRIPTION: update electrical as needed, update flooring replace lighting with LED, update restroom, paint walls paint ceiling

PROJECT ADDRESS: 317 E. Main St. Lincolnton, NC 28092

APPLICANT HOME ADDRESS: 2010 Vellis Wright Rd. Lincolnton, NC 28092

EMAIL ADDRESS: burtonjon1@yahoo.com

TELEPHONE: 704-530-4372

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

NAME OF PROPERTY OWNER: ______

ADDRESS: ______

EMAIL ADDRESS: ______

TELEPHONE: ______

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

1. Provide an itemized cost estimate of all materials, supplies and labor costs of this project. ***(Attach to application)***

2. Provide project plans, specifications, sketch or scaled drawing sufficient to accurately describe the proposed work. ***(Attach to application)***

3. Provide a current photograph of (1) the building itself and (2) within the context of the streetscape clearly showing the existing conditions of the proposed area of improvement. ***(Attach to application)***

4. Written plans for future improvements to the building and proposed time frame for such work. ***(Attach to application)***

5. Samples of all exterior paint colors and awning fabrics ***(if applicable)***

6. Copy of two-year lease, if leasing.

START DATE: 2|1|20

ANTICIPATED COMPLETION: 4|1|20

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

[signature]

Signature of Applicant

PROPERTY OWNER CONSENT

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

____

Signature of Property Owner (if different from business owner)

Program Standards

The Secretary of the Interior's Standards for Rehabilitation

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

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

I have read and understand these guidelines.

[signature] 12/10/19

Signature of Applicant — Date

Signature of Property Owner (if different from Applicant) — Date

Revised 10.2019

Motz Construction
5065 Flay Rd.
Lincolnton, NC 28092

Burton Farms General Store Job:
317 E Main St.
Lincolnton, NC 28092

Update HVAC
Update electrical
Update flooring
Replace lighting – LED
Update bathroom
Paint wall
Paint ceiling
Check for/replace rotten wood
Replace hot water heater

Estimate: $41,460.00

Photos from the Burton Farms General Store in Conover:


FRESH
LOCAL
GOOD

ITEM #

7

MEMO TO: Mayor and City Council Members

FROM: Laura Elam, Planning Director

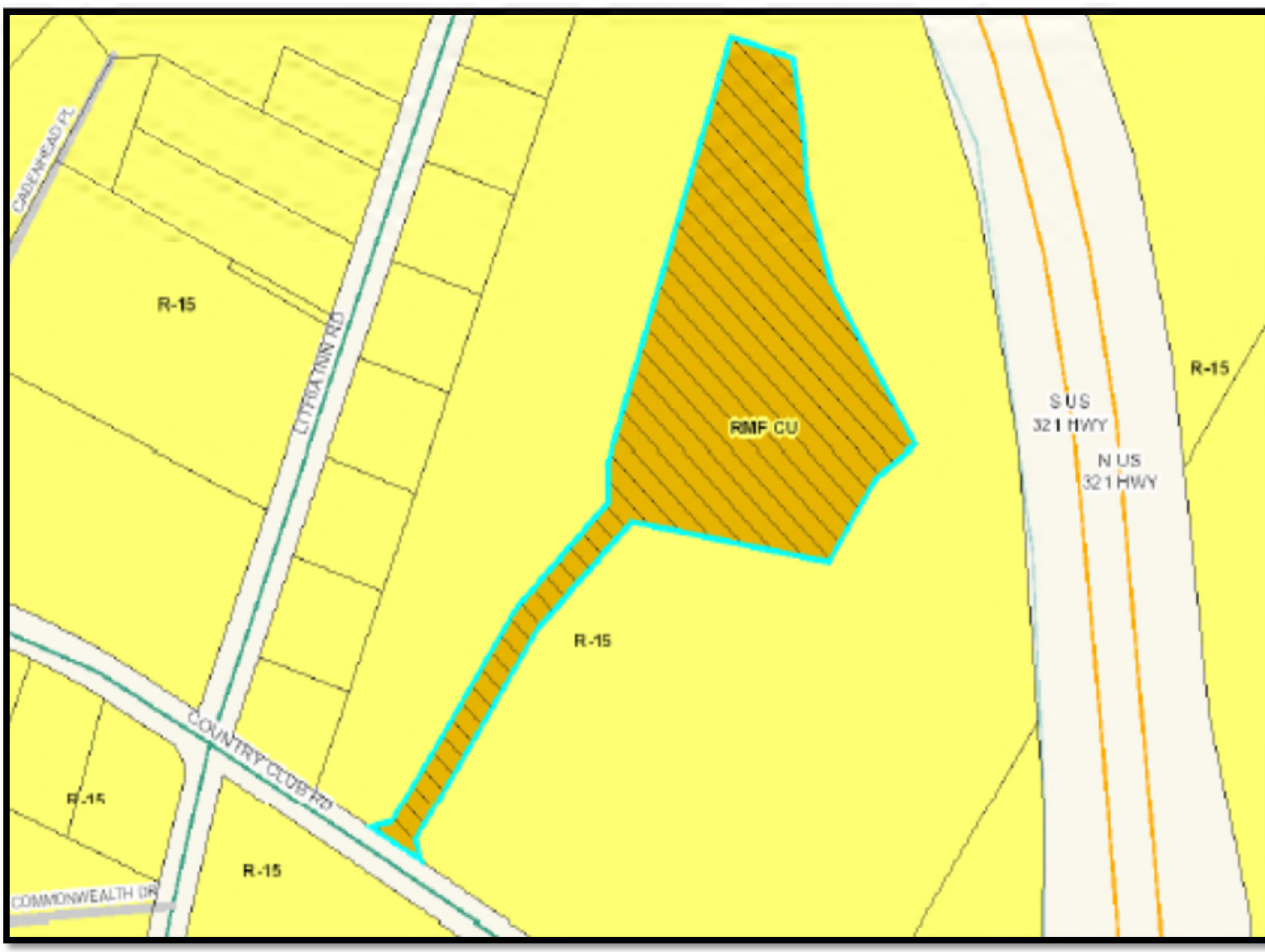
SUBJECT: CUP -5- 2019 Application for conditional use permit amendment from Townhomes at Lincoln Country Club, LLC to allow an increase in the approved number of townhomes from 33 units to 39 units.

DATE: January 9, 2020

SITE AND AREA DESCRIPTION

The Townhomes at Lincoln Country Club LLC is requesting amendment of the previously approved conditional use permit for a 5.25 acre site located on the Lincoln Country Club property approximately 650 north of Country Club Road and approximately 450 feet east of Lithia Inn Road north of the driving range.

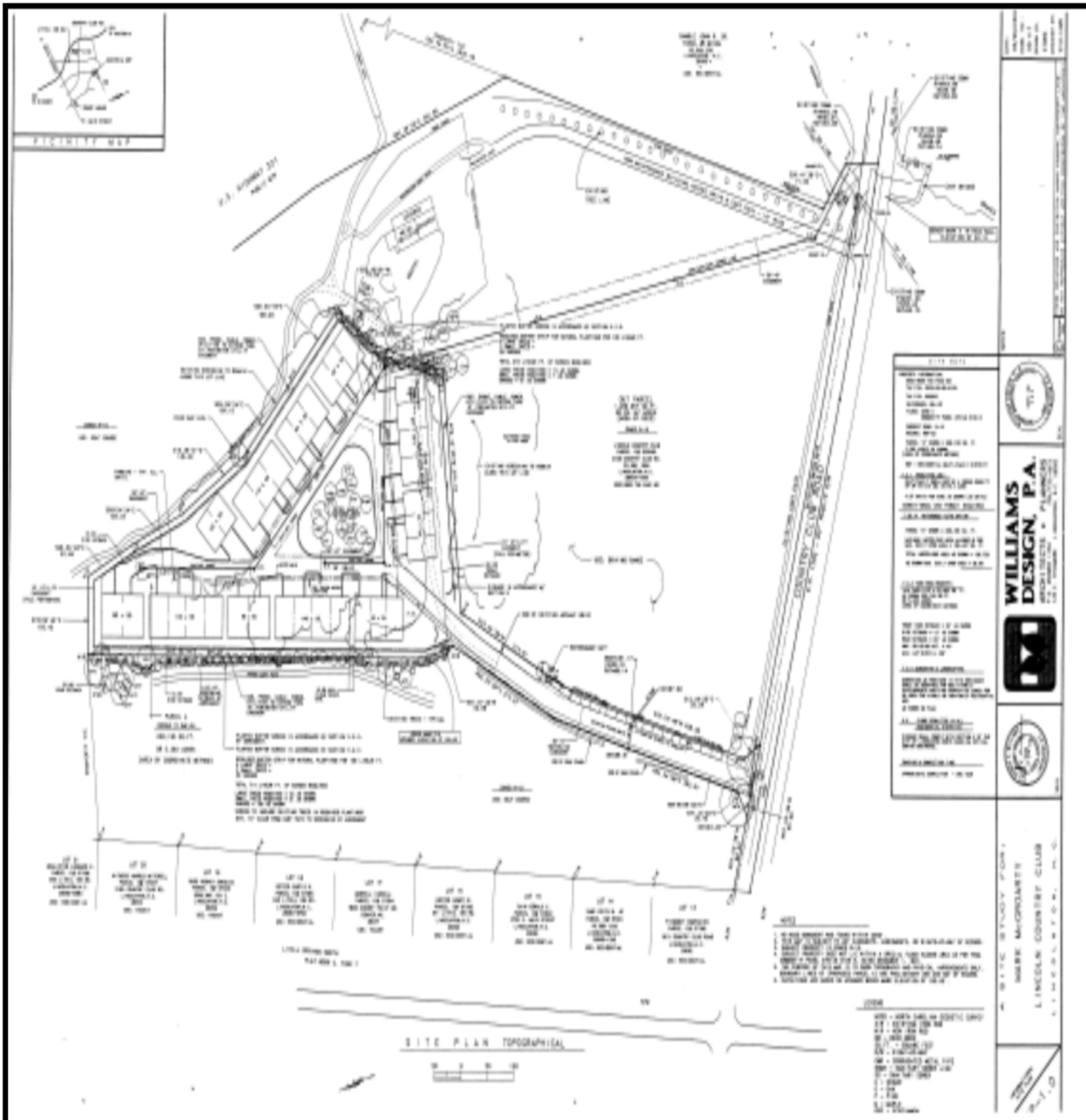
The site is zoned RMF-CU (Conditional Use Residential Multi Family) and a conditional use rezoning was approved in 2006 to allow 33 condominiums. Surrounding properties are zoned R-15.



The site is vacant. Surrounding properties are devoted to a driving range, golf course, single family residential and a condominium complex.

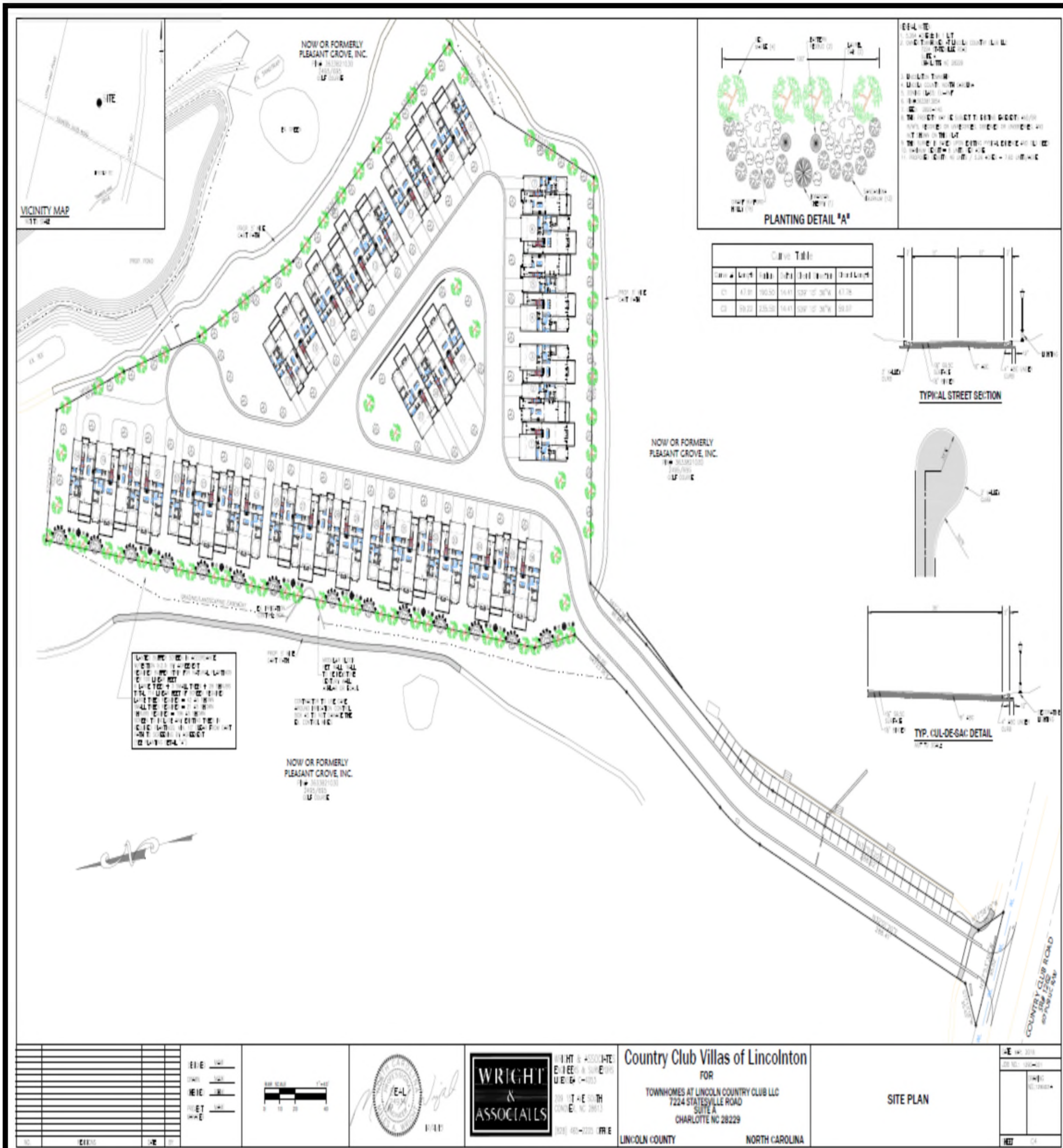
BACKGROUND AND APPROVED SITE PLAN

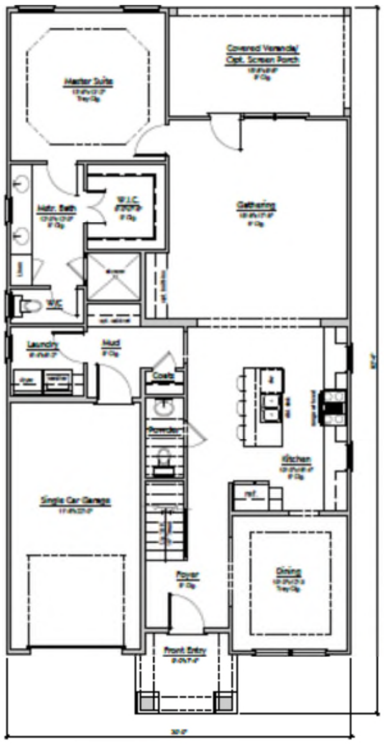
A conditional use rezoning was approved in 2006 to allow a 33-unit condominium complex at a density of approximately 6.27 units per acre. Access is provided from a private street connection to Country Club Road. A planted buffer is provided along the northern and southern property lines. Existing screening is to remain along the eastern and western lot lines. The approved site plan is below:



PROPOSED SITE PLAN

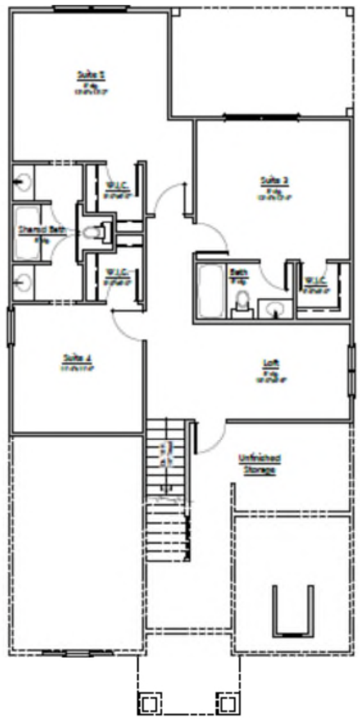
The applicant proposes an increase in the number of units from 33 to 39, a density of 7.4 units per acre. The proposed site plan is below:



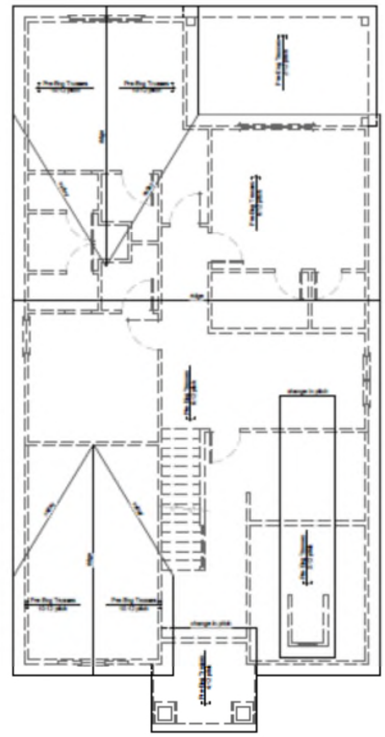


Main Level Floor Plan

Square Footage	
Framed	
Main Level Heated	1,377 Sq.Ft.
Upper Level Heated	853 Sq.Ft.
Total Heated	2,230 Sq.Ft.
Single Car Garage	272 Sq.Ft.
Front Entry	61 Sq.Ft.
Covered Veranda	150 Sq.Ft.
Total Unheated	483 Sq.Ft.
Total Under Roof	2,713 Sq.Ft.



Upper Level Floor Plan



Roof Plan

Country Club Villas of Lincolnton
Plan A
Lincoln County, NC

ISAAC BUEHLER RESIDENTIAL DESIGN

Design Development

Floor Plans

1

Front Elevation

Front Elevation B

Right Elevation

Country Club Villas of Lincolnton
Plan A

ISAAC BUEHLER RESIDENTIAL DESIGN

2

Rear Elevation

Left Elevation

Country Club Villas of Lincolnton
Plan A

ISAAC BUEHLER RESIDENTIAL DESIGN

3

Main Level Floor Plan

Square Footage

Upper Level Floor Plan

Roof Plan

Country Club Villas of Lincolnton
Plan B

ISAAC BUEHLER RESIDENTIAL DESIGN

1

Front Elevation B

Scale: 1/4" = 1'-0"

Front Elevation

Scale: 1/4" = 1'-0"

Right Elevation

Scale: 1/4" = 1'-0"

Country Club Villas of Lincolnton
Plan B
Lincoln County, NC

ISAAC BUEHLER
RESIDENTIAL DESIGN

Project No:	911-19
Date:	11/20/2019
Design Development	
Title: Front & Right Elevations	
Revisions:	
Drawn by:	IB
Checked by:	--

Sheet No.
2

Rear Elevation

Scale: 1/4" = 1'-0"

Left Elevation

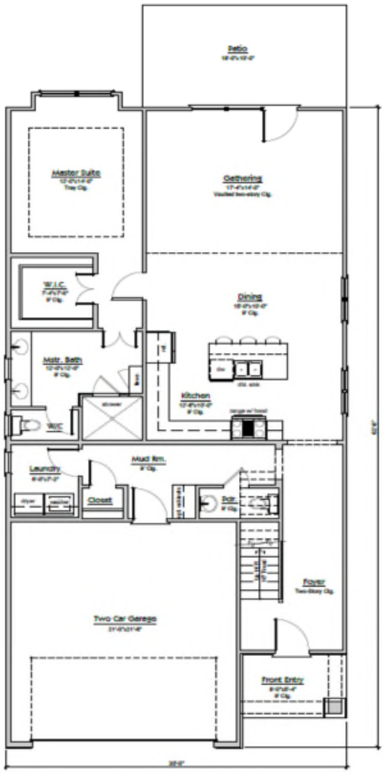
Scale: 1/4" = 1'-0"

Country Club Villas of Lincolnton
Plan B
Lincoln County, NC

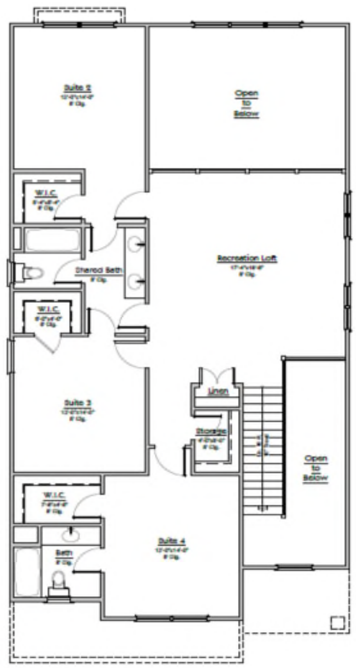
ISAAC BUEHLER
RESIDENTIAL DESIGN

Project No:	911-19
Date:	11/20/2019
Design Development	
Title: Rear & Left Elevations	
Revisions:	
Drawn by:	IB
Checked by:	--

Sheet No.
3

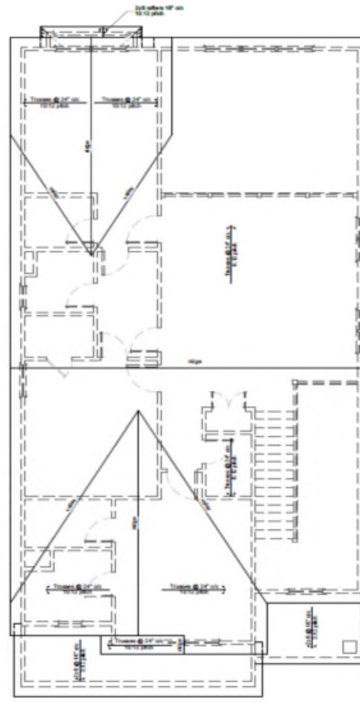


Main Level Floor Plan



Upper Level Floor Plan

Square Footage	
Framed	
Main Level Heated	1,244 Sq.Ft.
Upper Level Heated	1,353 Sq.Ft.
Total Heated	2,597 Sq.Ft.
Two Car Garage	461 Sq.Ft.
Front Entry	60 Sq.Ft.
Total Unheated	521 Sq.Ft.
Total Under Roof	3,118 Sq.Ft.



Roof Plan

Country Club Villas of Lincolnton
Plan C
Lincoln County, NC

ISAAC BUEHLER RESIDENTIAL DESIGN

Design Development

Title: Floor Plans

Revisions:

Drawn by:

Checked by:

Sheet No.

1

Front Elevation B

Front Elevation

Right Elevation

Country Club Villas of Lincolnton
Plan C

ISAAC BUEHLER RESIDENTIAL DESIGN

2

WATER SUPPLY WATERSHED

The site is located in the Water Supply Watershed Protected Area so compliance with water supply watershed standards is required.

STAFF REVIEW COMMITTEE COMMENTS

The Staff Review Committee had the following comments:

- A secondary means of vehicular access to the site will need to be provided if the units are not sprinklered.
- On street parking not permitted unless a dedicated fire lane is provided.
- Fire apparatus access shall meet Appendix D of the National Fire Code (road width, cul-de-sac radius and turning radius).
- Water supply requirements shall be met (number of fire hydrants and water main size). Two fire hydrants to be installed in locations to be determined by Fire Marshall.
- A 20 foot buffer screen is required between multi family development and single family residential zoning. The site plan indicates that the required buffer screen will be provided off-site on a grading/landscaping easement. The ordinance requires the screening to be provided along the side and/or rear property lines of the lot.
- The approved 2006 site plan noted preservation of existing screening along the eastern and western lot lines. Those trees have now been removed. The proposed new screening treatment should establish an effective visual buffer along the eastern and western project edges.

- The landscaped buffer along the project edges is to be located within common open space maintained by the Homeowners Association. A plan should be submitted addressing responsibility for ongoing and routine maintenance of vegetation within the landscaped buffer. Homeowners Association documents to contain a provision requiring maintenance of landscaped buffer and notification of home buyers that landscaped buffer is not in their lot and is not to be disturbed.
- Twenty five foot rear yard and 12 foot side yard setbacks required.
- Built upon area calculations required.
- All utilities must be coordinated with and are subject to the review and approval of the Public Works Department. Individual water meters required.
- The City will not provide solid waste services or street maintenance.
- Driveway permit required by NCDOT.
- HOA is responsible for maintenance of private street.
- All stormwater on the site must be managed so as not to impact adjoining properties. Stormwater management plan required. Provide stormwater calculations addressing increase in impervious cover. Any stormwater management facilities such as piping, ditches, etc to be placed in common open space areas. Stormwater plan is to address responsibility for ongoing and routine maintenance of stormwater management facilities.
- Location and screening treatment of any dumpster or outdoor garbage bin storage areas should be noted.
- Provide parking calculations.
- Subdivision approval required.
- Due to the extent of site plan issues to be resolved, a detailed site plan is required to be submitted to and approved by the City prior to issuance of a zoning permit or building permit.
- Detailed building plans must be approved by Lincoln County Building and Inspections.

COMPLIANCE WITH CONDITIONAL USE PERMIT APPLICATION REQUIREMENTS

Section 153.236 of the UDO requires that a conditional use permit application contain specific terms and meet specific requirements. The site plan does not comply with ordinance specifications regarding required screening.

OTHER CONDITIONAL USE PERMIT REQUIREMENTS

Section 153.237 of the Unified Development Ordinance requires four findings be determined by City Council prior to issuance of the conditional use permit. They are as follows:

1. The use will not materially endanger the public health or safety if located where proposed and developed according to plan, and

2. The use meets all required conditions and specifications, and

3. The use will not substantially injure the value of adjoining or abutting property unless the use is a public necessity, and

4. The location and character of the use, if developed according to the plan as submitted and approved, will be in harmony with the area in which it is to be located and will be in general

conformity with the Lincolnton Land Use Plan and other plans for the physical development of the City as officially adopted by the City Council.

ADDITIONAL REVIEW CRITERIA

Section 153.238 of the Unified Development Ordinance notes the following additional review criteria to be addressed by City Council:

5. The proposed ingress and egress points will not result in a substantial amount of vehicular traffic to be channeled onto adjacent local streets (non- collector/non-thoroughfare streets).

COMPLIANCE WITH SECTIONS 153.237 AND 153.238

1. The applicant will need to provide evidence that the use will not endanger the public health or safety.

2. The site plan does not comply with ordinance specifications regarding required screening.

3. The applicant will need to provide evidence that the use will not substantially injure the value of adjoining or abutting properties.

4. The applicant will need to provide evidence that the use will be in harmony with the area.

5. Compliance is met since traffic would be channeled to Country Club Road which is a minor thoroughfare.

PLANNING BOARD RECOMMENDATION

Planning Board recommends approval of the conditional use permit subject to the applicant satisfactorily proving the findings of fact and subject to the Staff Review Committee comments.

ITEM

8

CITY OF LINCOLNTON

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

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

R E S O L U T I O N
Of Appreciation For
(R-31-19)
C H A R L E S A. M c G I N L E Y

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

WHEREAS, *Chuck McGinley,* began his employment with the City of Lincolnton on September 1, 1999 as a Police Officer with the Lincolnton Police Department; and

WHEREAS, *Chuck McGinley,* has proven his leadership qualities, rising through the ranks in 2007 when he was promoted to a Investigator in the Detectives Division. Chuck was also awarded Police Officer of the Year through the VFW for providing excellent Public Safety, serving the citizens of Lincolnton; and

WHEREAS, *Chuck McGinley*, transferred to the Police-Community Services Division in 2018 where he has served as patrol for our Downtown, assisting with enforcement of our Alarm and Golf Cart Ordinances and the City's RUOK Program. Chuck plans to retire effective December 1, 2019; and

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

____
DONNA C. FLOWERS, MMC
CITY CLERK

____
ED HATLEY
MAYOR

ITEM #

9

CITY OF LINCOLNTON POLICE DEPARTMENT

RODNEY JORDAN • CHIEF OF POLICE

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

TO: Steve Zickefoose, City Manager
FROM: Chief R. Jordan RJ
SUBJECT: Presentations
DATE: December 20, 2019

The purpose of this memorandum is to request permission to present Sergeant Tiffany Cline and Officer Randy Carroll with their Advanced Law Enforcement Certificates and Officer Ray Fulbright with his Intermediate Law Enforcement Certificate at the January 9th City Council Meeting. Each of these officers have logged hundreds of hours of training and worked several years to earn these certifications. The Intermediate Certificate is the second highest award issued by the North Carolina Training and Standards Commission. The Advanced Certificate is the highest award issued by the training and standards commission.

Your Consideration is greatly appreciated.

ITEM #

10

CITY OF LINCOLNTON POLICE DEPARTMENT

RODNEY JORDAN • CHIEF OF POLICE

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ITEM #

11

CITY OF LINCOLNTON POLICE DEPARTMENT

RODNEY JORDAN • CHIEF OF POLICE

PO BOX 617 • 627 EAST MAIN STREET
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PHONE: (704) 736-8900 • FAX: (704) 736-8904

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Your Consideration is greatly appreciated.

ITEM #

12

Handouts at Meeting

ITEM

13

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

CITY MANAGER
Steve Zickefoose, MBA
szickefoose@lincolntonnc.org
CITY CLERK
Daphne Ingram
dingram@lincolntonnc.org
CITY ATTORNEY
Thomas J. Wilson, Jr.

MEMORANDUM

TO: Mayor and Council

FROM: Steve Zickefoose, City Manager Steve

SUBJECT: Audit Contract 2019-20

DATE: January 9, 2020

Please see the attached letter and a copy of the proposed contract for fiscal year 2020 from Mr. Phil Church of Lowdermilk Church and Company.

The contract amount is for $35,800, which is still lower than the 2005 contract with Cherry, Bekaert and Holland of $36,700. The fee also includes the printing of 40 audits, which was an additional cost paid separately to a printing company in 2005 and prior years.

Single audits are completed for grant fund spending that exceeds the $500K threshold, such as Powell Bill funds and CMAQ (Rail-Trail) at no additional cost. In the past, other auditing firms charged extra for the completion of any single audits.

The Local Government Commission provides audit oversight and must approve all audit contracts and invoicing.

Lowdermilk, Church and Company performs the audit for the City's component unit, City of Lincolnton ABC Board; this information must be included in our audit. The Lincolnton Tourism Development Association will be added as a component unit as well. By utilizing the same auditing firm, this facilitates the completion of our audit on a timely basis, whereas in the past the City has experienced delays waiting for the information from another firm.

The staff and I are very pleased with the expertise and professionalism of their staff. They have always been available to address any questions that may arise throughout the year.

I am recommending that the City of Lincolnton accept the proposed auditing contract from Lowdermilk, Church and Company. Thank you for your consideration.

Lowdermilk Church & Co., L.L.P.
Certified Public Accountants

121 N. Sterling Street
Morganton, North Carolina 28655
Phone: (828) 433-1226
Fax: (828) 433-1230

To Honorable Mayor and Members of City Council
City of Lincolnton
Lincolnton, North Carolina

December 17, 2019

We are pleased to confirm our understanding of the services we are to provide City of Lincolnton, North Carolina for the year ended June 30, 2020. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of City of Lincolnton, North Carolina as of and for the year ended June 30, 2020. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as Management's Discussion and Analysis (MD&A), to supplement City of Lincolnton, North Carolina's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Lincolnton, North Carolina's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles, and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis
2) Budgetary Comparison Information
3) Law Enforcement Officers' Special Separation Allowance Schedules of Changes in Total Pension Liability and Total Pension Liability as a Percentage of Covered Payroll
4) Local Government Employees' Retirement System Schedule of the Proportionate Share of Net Pension Liability (Asset) and Schedule of Contributions
5) Schedule of the Proportionate Share of Net Pension Liability-Firefighters' and Rescue Squad Workers' Pension

We have also been engaged to report on supplementary information other than RSI that accompanies City of Lincolnton, North Carolina's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements, and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements, or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

1) Individual Fund Financial Statements
2) Budgetary Schedules
3) Other Schedules

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

1) Introductory Information
2) Statistical Information

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, and will include tests of the accounting records of City of Lincolnton, North Carolina and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of City of Lincolnton, North Carolina's financial statements. Our report will be addressed to Mayor and City Council of City of Lincolnton, North Carolina. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit, or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgement prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by Government Auditing Standards. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If, during our audit, we become aware that City of Lincolnton, North Carolina is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in Government Auditing Standards may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of the accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, Government Auditing Standards do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and Government Auditing Standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or any misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards; an overview of the type of work to be performed on the financial information of components, including the basis for a decision to make reference to a component auditor in the auditor's report; an overview of the engagement team's planned involvement in the work of component auditors on the financial information of significant components.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and Government Auditing Standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Lincolnton, North Carolina's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

Other Services

We will also assist in preparing the financial statements and related notes of City of Lincolnton, North Carolina in conformity with U.S. generally accepted accounting principles based on information provided by you. We will also prepare the following based on information provided by you: AFIR, Data Collection Form and Unit Data Input Worksheet. These nonaudit services do not constitute an audit under Government Auditing Standards and such services will not be conducted in accordance with Government Auditing Standards. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedures or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for designing, implementing, establishing, and maintaining effective internal controls, relevant to the preparation and fair presentation of financial statements that are free from material misstatements, whether due to fraud or error, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management is reliable and the financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information, of which you are aware, that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud, or suspected fraud, affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; to evaluate the adequacy and results of those services; and to accept responsibility for them.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for the interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations and schedules we request and will locate any documents selected by us for testing.

We will provide copies of our reports to City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Lowdermilk Church & Co., L.L.P. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request, and in a timely manner, to the Local Government Commission or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Lowdermilk Church & Co, L.L.P. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Local Government Commission. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately August 24, 2020 and to issue our reports no later than October 31, 2020. Phillip E. Church is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. To ensure that Lowdermilk Church & Co., L.L.P.'s independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Our fee for these services will be at our standard hourly rates, plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed $35,800. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. We are required to inform you that we charge interest at rate of 18% per annum on all invoices over 30 days old.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

We are providing you with a copy of our 2018 external peer review report which accompanies this letter.

We appreciate the opportunity to be of service to City of Lincolnton, North Carolina and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Phillip E. Church

Phillip E. Church
Partner

RESPONSE:

This letter correctly sets forth the understanding of City of Lincolnton, North Carolina.

Management signature:____________________________________
Title:____
Date:____

Governance signature:____________________________________
Title:____
Date:____

Bernard Robinson & Company, L.L.P.

Report on the Firm's System of Quality Control

October 30, 2018

To the Partners of Lowdermilk Church & Co., L.L.P.
and the Peer Review Committee of the North Carolina
Association of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Lowdermilk Church & Co., L.L.P. (the firm) in effect for the year ended May 31, 2018. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included an engagement performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

1501 Highwoods Blvd., Ste. 300 (27410)
P.O. Box 19608 | Greensboro, NC 27419
P: 336-294-4494 • F: 336-294-4495

brccpa.com

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Lowdermilk Church & Co., L.L.P. in effect for the year ended May 31, 2018, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Lowdermilk Church & Co., L.L.P. has received a peer review rating of *pass*.

Bernard Robinson & Company, L.L.P.

BERNARD ROBINSON & COMPANY, L.L.P.

Directory of Governmental Unit and Audit Firm Officials

City of Lincolnton
Governmental Unit

Lowdermilk Church & Co., L.L.P.
Auditor for the 2019-2020 Fiscal Year

GOVERNMENTAL UNIT

1. ELECTED OFFICIAL:
(Mayor for Municipalities and chairperson of governing board for all other units)

Edward L. Hatley
Name

Mayor
Title

2. MANAGER:
(Or person who serves in this capacity e.g. Administrator, Executive Director, etc.)

Steven B. Zickefoose
Name

City Manager/Finance Director
Title

3. FINANCE OFFICER:

Steven B. Zickefoose
Name

City Manager/Finance Director
Title

(704) 736-8980
Phone No.

(704) 736-8999
Fax No.

stevezickefoose@ci.lincolnton.nc.us
E-Mail Address

AUDITOR

1. CONTACT PERSON:
Partner or other person with legal authority to contract for the firm)

Phillip E. Church
Name

Partner
Title

(828) 433-1226
Phone No.

(828) 433-1230
Fax No.

carol.avery@lowdermilkchurchcpa.com
E-Mail Address

2. AUDITOR ANTICIPATES PREPARING THE FOLLOWING TYPE OF REPORT:

(Check the appropriate box)

____ General Purpose Financial Statements with combining, individual fund, and account group financial statements, and schedules required by the LGC

_X_ Comprehensive Annual Financial Report (CAFR) including schedules required by the LGC

Notes:

1. Please type all information on this questionnaire.
2. The audit firm representative, the elected official, and the finance officer reported on this questionnaire should agree with the persons reported on the Contract to Audit Accounts.
3. The information on this questionnaire will be used in official correspondence from the Local Government Commission, and the Commission must be notified of any changes in the persons holding these positions.

CONTRACT TO AUDIT ACCOUNTS

The	Governing Board City Council
of	Primary Government Unit (or charter holder) City of Lincolnton
and	Discretely Presented Component Unit (DPCU) (if applicable) Lincolnton Tourism Development Authority

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name Lowdermilk Church & Co., L.L.P.
	Auditor Address 121 North Sterling Street, Morganton, NC 28655

Hereinafter referred to as Auditor

for	Fiscal Year Ending 06/30/2020	Audit Report Due Date 10/31/2020

Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).

2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit performed under the requirements found in Subpart F of the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Accounting Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC staff within four months of fiscal year end. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit- related work in the State of North Carolina. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.

9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved 'with approval date shall be returned to

the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC along with an Audit Report Reissued Form (available on the Department of State Treasurer website). These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the

Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing, on the Amended LGC-205 contract form and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to charter schools or hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 28 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the parent government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to charter schools or hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and Governmental Auditing Standards, 2018 Revision (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. Applicable to charter school contracts only: No indebtedness of any kind incurred or created by the charter school shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness of the charter school shall involve or be secured by the faith, credit, or taxing power of the State or its political subdivisions.

29. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 16 for clarification).

30. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx.

31. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

32. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Governmental Auditing Standards,2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: ☑ Auditor ☐ Governmental Unit ☐ Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:	***Title and Unit / Company:***	***Email Address:***
Steve Zickefoose	City Manager/Finance Director-Li	stevezickefoose@ci.lincolnton.nc.us

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees below. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year billings. Should the 75% cap provided below conflict with the cap calculated by LGC staff based on the prior year billings on file with the LGC, the LGC calculation prevails. All invoices for services rendered in an audit engagement as defined in 20 NCAC 3 .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

PRIMARY GOVERNMENT FEES

Primary Government Unit	City of Lincolnton
Audit Fee	$ 29,700
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	$ 0
Writing Financial Statements	$ 6,100
All Other Non-Attest Services	$ 0
75% Cap for Interim Invoice Approval *(not applicable to hospital contracts)*	$ 26,850

DPCU FEES (if applicable)

Discretely Presented Component Unit	Lincolnton Tourism Development Authority
Audit Fee	$ 0
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	$ 0
Writing Financial Statements	$ 0
All Other Non-Attest Services	$ 0
75% Cap for Interim Invoice Approval *(not applicable to hospital contracts)*	$ 0

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* Lowdermilk Church & Co., L.L.P.	
Authorized Firm Representative (typed or printed)* Phillip E. Church	Signature* Phillip E. Church
Date* 12-18-19	Email Address* phil.church@lowdermilkchurchcpa.com

GOVERNMENTAL UNIT

Governmental Unit* City of Lincolnton	
Date Primary Government Unit Governing Board Approved Audit Contract* (G.S.159-34(a) or G.S.115C-447(a))	
Mayor/Chairperson (typed or printed)* Edward L. Hatley	Signature*
Date N/A	Email Address ehatley@ci.lincolnton.nc.us

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
Not applicable to hospital contracts.

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

Primary Governmental Unit Finance Officer* (typed or printed) Steve Zickefoose	Signature*
Date of Pre-Audit Certificate*	Email Address* stevezickefoose@ci.lincolnton.nc.us

SIGNATURE PAGE – DPCU
(complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

DPCU* Lincolnton Tourism Development Authority	
Date DPCU Governing Board Approved Audit Contract* (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
DPCU Chairperson (typed or printed)* Carol S. King	Signature*
Date*	Email Address* stevezickefoose@ci.lincolnton.nc.us

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
Not applicable to hospital contracts.

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

DPCU Finance Officer (typed or printed)* Steve Zickefoose	Signature*
Date of Pre-Audit Certificate*	Email Address* stevezickefoose@ci.lincolnton.nc.u

Remember to print this form, and obtain all required signatures prior to submission.

PRINT

ITEM #

14

No Backup Needed

ITEM #

15

No Backup Needed

ITEM #

16

January 2020 Council Meeting

Executive Summary
November 2019 Year-To-Date

General Fund		Budget 19-20	Actual 19-20	% of Budget	Budget 18-19	Actual 18-19	Difference
Fund 10	Revenues	11,818,700	5,714,597	48%	11,271,936	4,751,285	963,312
	Fund Balance	-	-	-	964,361	-	-
		11,818,700	5,714,597		12,236,297	4,751,285	963,312
	City Manager/Clerk	277,495	128,984		320,960	168,768	(39,784)
	Human Resources	243,020	117,269		239,060	110,426	6,843
	Finance	149,630	224,408		242,790	310,020	(85,612)
	General Expense	1,108,160	712,810		1,001,620	596,366	116,443
	General Debt Service	424,632	11,666		513,524	26,666	(15,000)
	Police	3,218,020	1,331,343		3,115,970	1,322,800	8,543
	Fire	2,255,800	951,102		2,041,650	1,086,738	(135,636)
	Public Works	44,010	73,568		79,616	36,048	37,520
	Street	1,164,325	545,764		1,257,668	356,107	189,657
	Equipment Services	115,970	70,248		133,270	63,222	7,026
	Solid Waste	823,855	557,310		854,228	208,634	348,676
	General Services	-	-		-	-	-
	Plannin/Zoning	575,420	140,018		379,060	114,668	25,350
	Bus & Comm. Dev	133,200	22,225		135,000	48,903	(26,678)
	Recreation	1,285,163	638,998		957,520	460,709	178,289
	Expenses	11,818,700	5,525,713	47%	11,271,936	4,910,076	615,638
	Difference		188,884			(158,790)	347,674

Water & Sewer Fund		Budget 19-20	Actual 19-20	% of Budget	Budget 18-19	Actual 18-19	Difference
Fund 61	Revenues	8,616,949	3,383,915	39%	8,378,540	3,373,388	10,527
	Fund Balance	-	-		526,653		
		8,616,949	3,383,915		8,905,193	3,373,388	10,527
	Water Treatment	1,506,850	544,586		1,508,450	509,686	34,901
	Dist & Collection	1,847,150	1,866,576		1,748,000	853,413	1,013,163
	Wastewater	1,567,500	500,168		1,544,600	425,546	74,622
	W & S Intangibles	3,695,449	338,058		3,577,490	303,853	34,206
	Expenses	8,616,949	3,249,388	38%	8,378,540	2,092,497	1,156,891
	Difference		134,527			1,280,891	(1,146,364)

Electric Fund		Budget 19-20	Actual 19-20	% of Budget	Budget 18-19	Actual 18-19	Difference
Fund 63	Revenues	8,056,350	3,981,918	49%	7,669,264	3,598,811	383,108
	Fund Balance	-	-		1,224,483	-	-
		8,056,350	3,981,918		8,893,747	3,598,811	383,108
	Electric Dept.	8,056,350	2,884,254		7,669,264	2,507,543	376,711
	Expenses	8,056,350	2,884,254	36%	7,669,264	2,507,543	376,711
	Difference		1,097,665			1,091,268	6,397
Overtime	80+ hours		177,110			180,136	(3,026)

ITEM #

17

Daphne Ingram

From:	noreply@civicplus.com
Sent:	Wednesday, November 06, 2019 8:10 PM
To:	Donna Flowers; Daphne Ingram
Subject:	Online Form Submittal: Boards and Commissions Application

Boards and Commissions Application

Application for Boards/Commissions/Committees

Please complete each section

Full Name	Allison H Gahrmann
Date of Birth	09/10/1962
Home Address	1379 S Aspen St Lincolnton NC 28016
Home Phone	7045620220
Current Employer	White Rose Manor B&B
Job Tittle	Owner
Years in current position	6
Business Phone	7045620220
Fax Number	*Field not completed.*
Email Address	reservations@whiterosemanor.com
Duties	Maintain and operate a full-service Bed & Breakfast within the Lincolnton city limits, including fiscal and civic responsibilities as well as meeting/exceeding hospitality industry standards.
Other employment history	Owner of Benchmark II, a business consulting providing marketing, training, and administrative support to businesses. Non-profit business experience: Junior Achievement and Gaston School of the Arts. Hospitality industry experience: Restaurant and hotel management in five states, ownership in two states.

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

Council Ward No.	3
Gender	Female
Ethnic Origin	White
Board/Commission/Committee Applying For (list only one per form)	Lincolnton Tourism Development Authority

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

.	N/A
Why are you interested in serving on this Board/Commission/Committee?	Since I began working with businesses in Lincolnton, I have been drawn to the people and businesses that complement the City's charm and history. As a business owner in the hospitality industry, coupled with a desire to help maintain and grow our quaint town, I will be able to help provide insight from the perspective of a permanent resident and contributing business owner. My business, the White Rose Manor Bed & Breakfast, is one of many yet to come to Lincolnton. In addition to providing another perspective to the LTDA, I believe this niche portion of the hospitality industry needs to be represented as it continues to grow.
Interest/Skills/Areas of Expertise/Professional Organization/Activities	*Field not completed.*

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

Yes or No	No
If yes, please explain disposition	*Field not completed.*

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

Yes or No	No
If yes, please explain	*Field not completed.*

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

Signature	Allison H. Gahrmann
Date	11/6/2019

ITEM #

18

Daphne Ingram

From:	QUALITY INN LINCOLNTON <qualityinn.nc148@gmail.com>
Sent:	Wednesday, January 08, 2020 2:21 PM
To:	Steven Zickefoose
Cc:	Carol King; Daphne Ingram
Subject:	LTDA Commitee Member Resignation

January 8, 2020

Re: Position Resignation for Amy Grant

Dear Steve Zickefoose & LTDA Committee Members:

It is with much difficulty that I submit this letter of resignation from the Lincolnton Tourism Development Authority (LTDA) committee. I have enjoyed my last 4 years on the board, but increasing job responsibilities, family commitments and an aging mother, (who is not in good health) makes it almost impossible for me to be present and informed for the committee meetings, motions and other matters concerning discussion.

Thank you for allowing me to be part of such a dynamic organization! The beautification projects (flags, murals, Christmas tree, ETC) that the committee has overseen in the past years have brought a much needed improvement to our AWESOME downtown area, making it more inviting to outsiders. The Gateway Signage on the 321 hwy, is a very welcoming feature to our area, and I can't not mention my most favorite of all - The First Federal Park construction that was partly funded with the occupancy tax fund handled by our committee. All of these task I am super proud to have been a part. Thank you again for allowing me to be on the board to make decisions on the above mentions projects.

Please stay in touch!

Amy Grant

Amy Grant Thomas | General Manager

1550 East Main Street | Lincolnton, North Carolina
704.732.0011 Work | QualityInn.nc148@Gmail.Com

Daphne Ingram

From: noreply@civicplus.com
Sent: Saturday, January 04, 2020 9:12 AM
To: Donna Flowers; Daphne Ingram
Subject: Online Form Submittal: Boards and Commissions Application

Boards and Commissions Application

Application for Boards/Commissions/Committees

Please complete each section

First Name	Nathaniel
Last Name	Ingram
Date of Birth	02-15-1961
Home Street Address	303 Little St
Home City	Lincolnton
Home Zip Code	28082
Home Phone	*Field not completed.*
Cell Phone	704-576-1399
Email Address	Nathanielingram.ni@gmail.com
Board/Commission/Committee Applying For (list only one per form)	Recreation Board
Why are you interested in serving on this Board/Commission/Committee?	I am a personal trainer and I live in Lincolnton. I have served on the Arts Council Board for three years. I am now rotating off the Arts Board, I still want to serve Lincolnton and help grow our beautiful city through recreation. I feel as a trainer I will bring knowledge to this board. I am a team player and look forward to working on this Board.
Interest/Skills/Areas of Expertise/Professional Organization/Activities	I am a personal trainer Arts Council Board of Directors Member of the NAACP
Current Employer	GKN

Yes or No	No
If yes, please explain	*Field not completed.*

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

Signature	Nathaniel Ingram
Date	1/4/2020

ITEM #

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County Manager's Office
Kelly Atkins, County Manager

January 6, 2020

Steve Zickefoose, City Manager
PO Box 617
Lincolnton, NC 28093-0617

Mr. Zickefoose,

The County has continued to make strides on several capital projects over the course of the fall and heading into spring. As you are aware, one of the largest projects that we are working towards currently is the new Lincoln County Courthouse within the City limits just off of Gaston Street adjacent to the Health Department.

As progress continues on site we are faced with the challenge of coming up with a road name for the drive that will serve as the entrance to the courthouse property. Staff has conducted some preliminary due diligence with both City Planning staff and County Addressing staff to ensure that the names listed below are pre-approved from a public safety and response standpoint along with meeting the specifications of the addressing ordinance. We would like to request that City Council approve the following list so that we can continue forward with addressing the property appropriately.

- Justitia Boulevard
- Justice Drive
- Courthouse Drive

The City of Lincolnton has been a pleasure to work with in all that we have encountered while working on the project and in all of the preparation and preliminary due diligence and planning. We certainly appreciate your consideration and approval of this request.

If you have any questions or need any additional information, please feel free to contact me at (704) 736.8489.

Best regards,

Kelly G. Atkins
County Manager
Lincoln County, NC

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f. 704.736. 8820
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