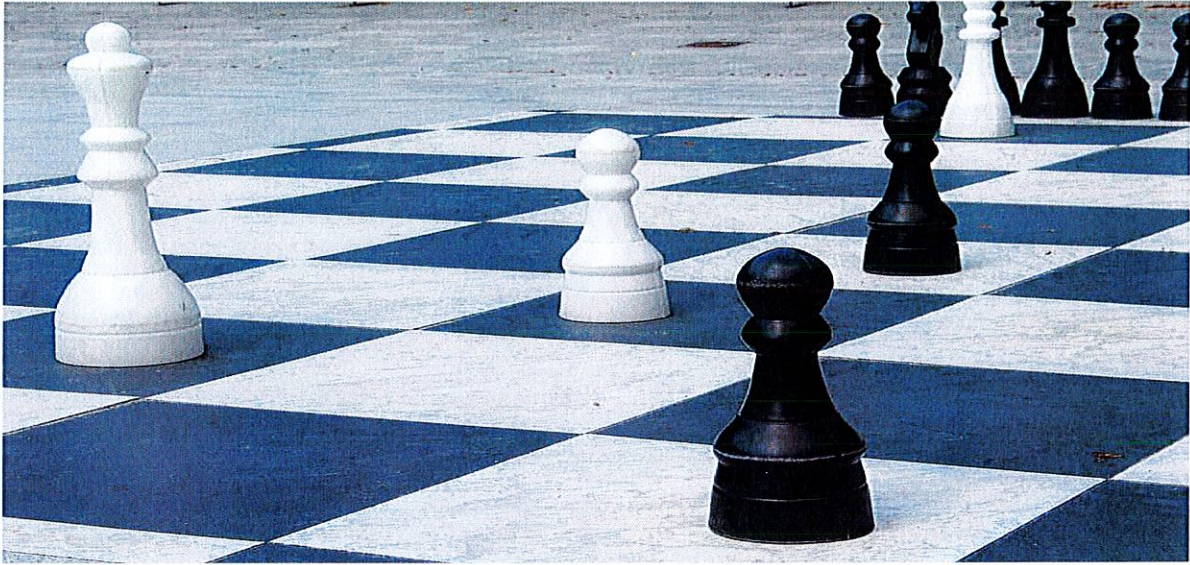




Item # 1:

STRATEGIC PLANNING

1. Infrastructure
2. Employee Benefits
3. Downtown
4. Recreation

Strategic Planning Goal # 1- Infrastructure

Red: New or In process

Blue: Completed or Finished

City of Lincoln

Strategic Planning Goal #1 Infrastructure

Tasks	Assignment	Resources	Cost	Timeline	Status
Goal 1- Improve Infrastructure					
1.1 Communication					
1.1.1 The implementation of Smart Grid to City Electric customers by December 2018. Industrial applications.	Utilities / Billing	Electric Fund	\$450,000	2019-24	Residential Complete/ Industrial in Process
1.1.2 Fire and Police will have to switch to 800 mega htz radio by 2018 with an estimated cost of \$500,000.	Fire/Police	General Fund	\$250,000	2017-19	Completed
1.1.3 Public Works & Electric and Water Resources requires tablets, or similar use devices for each vehicle, and possible each employee to improve efficiency.	Public Services	Water & Sewer Fund/ Electric Fund	\$10,000	Ongoing/Upgrades	Completed
1.1.4 Execute a Pilot Program for Downtown speakers to be used for special events and crowd control during fiscal year 2018-2019.	Removed	Removed	Removed	Removed	Lincoln County Project
1.1.5 Telephone system operational for emergency blasts to all phones in a given area code(s) in fiscal year 2017-2018.	Lincoln County		None	2017-18	Completed
1.1.6 Expand Smart Phone to PWU Employees.	Public Services	All Funds	TBD	2017-18	Completed

Strategic Planning Goal # 1- Infrastructure

Red: New or In process

Blue: Completed or Finished

1.1.7 Expand radios to Public Works & Utility Employees.	Public Services	All Funds	\$15,000	2017-18	Completed
1.1.9 Antenna for Smart Meter Collectors	Utilities & Billing	Water Resources	TBD	2024-2025	In Process
1.2 Sewer					
1.2.1 Need to establish where needs may be for rehab and/or replacement starting with fiscal year 2016-2017. Use outside Contractor(s) to meter flows in selected lines. AIA	Water Resources	Water & Sewer Fund	TBD	In Process 2023-2024 Grant	Ongoing
1.2.2 Budget a Vector truck to jet and remove debris from sewer lines to keep it from reaching the Waste Water Plant. The truck could be used to vacuum at the orbital ditch, and final clarifiers at the Waste Water Treatment Plant, as well as clean catch basins and storm drainage pipes. Will conduct cost benefit analysis in fiscal year 2018-2019.	Water Resources	Water & Sewer Fund	\$300,000	2018-19	Completed
1.2.3 Defused Air Floatation facility at head of treatment trains at Waste Water Treatment Plant.	Water Resources	Water & Sewer Fund	\$150,000	2018-24	Ongoing
1.2.4 Generators for sewer pump stations. We have *6 stations that will need generators.	Water Resources	Water & Sewer Fund	\$50,000 - \$120,000 per year (Two for \$120K)	2019-26	In process

Strategic Planning Goal # 1- Infrastructure

Red: New or In process

Blue: Completed or Finished

1.2.5 As regulatory requirements increase at the Waste Water Treatment Plant, the need for improvements to existing facilities and new treatment trains will be required.	Water Resources	Water & Sewer Fund	TBD	TBD	Ongoing	Ongoing -Maintenance Continues
1.2.5.1 Rework and increase capacity of Clark's Creek lift station.	Water Resources	Water & Sewer Fund	TBD \$\$\$\$	2024/2025	In Process	
1.2.6 Telemetry for Sewer Pump Stations.	Water Resources	Water & Sewer Fund		2017-18	Completed	
1.2.7 Right of Way Clearing	Water Resources	Water & Sewer Fund	TBD	Ongoing	Ongoing/ As Needed	
1.2.8 Restructure Force Main - Rhyne Mills/150 Pump Stations.	Water Resources	Water & Sewer Fund	\$350,000	2019/22	Completed	
1.2.9 Upgrade Smart phones for Distribution and Collections	Water Resources	Water & Sewer Fund	TBD	Completed	Completed	
1.2.9.1 Reconfigure head entrance Sewer Intake	Water Resources	Water & Sewer Fund	\$550,000	2022-2026	TBD	
1.3 Water						
1.3.1 Identify low flow areas to ascertain where improvements or increase capacity where water flows are needed.	Water Resources/ Fire	Water & Sewer Fund/ General Fund	TBD	2020-25 Smart Meter System	TBD	

Strategic Planning Goal # 1- Infrastructure

Red: New or In process

Blue: Completed or Finished

** 1.3.2 Negotiate a reduction in the volume of water obligated by contract to the City of Cherryville to their peak daily demand.	Manager/ Water Resources	Water & Sewer Fund	No Cost	Completed 2023/2024	Completed
1.3.3 As regulatory requirements increase at the Water Treatment Plant, the need for improvements to existing facilities and new treatment trains will be required.	Water Resources	Water & Sewer Fund	TBD	TBD	TBD
1.3.4 Constructing a water line from the plant to the county's line	Water Resources	Water & Sewer Fund	TBD	Completed	Lincoln County Project
1.3.5 Infrastructure Upgrades / Water Piping	Water Resources	Water & Sewer Fund	\$200,000	Ongoing	Ongoing
** 1.3.6 Smart Meters Residential Commercial	Water Resources	Water & Sewer Fund	\$1,700,000 TBD	Complete 2024-2026	Complete In Process
1.3.7 #1 High Speed Pump at the WTP	Water Resources	Water & Sewer Fund	\$100,000	Completed	Completed
1.3.8 Lee Avenue Tank - sandblast and repaint.	Water Resources	Water & Sewer Fund	\$120,000	2020-2025 Ongoing Waiting on Vendor & T-Mobile	Awaiting Vendor
1.3.9 Filter Media needs replacing	Water Resources	Water & Sewer Fund	\$220,000	2022-2024	In Process

Strategic Planning Goal # 1- Infrastructure

Red: New or In process

Blue: Completed or Finished

1.3.9.1 Generator at Water & Sewer plants need replacing	Water Resources	Water & Sewer Fund	\$1.5 Million	2022-2026	TBD
1.3.9.2 Large Smart Meter Testing **Pilot Program with CamStruck Mfg. Meter Vendor	Water Resources	Water & Sewer Fund	\$55,000	2022/2024	Completed
1.4 Electric					
1.4.1 Expand Smart Grid to entire service area.	Public Services / Finance	Electric Fund	\$450,000	2018-23	Completed
1.4.2 Flint Street Substation improvements/ smart improvements.	Public Services	Electric Fund	\$150,000	2020/2025	Ongoing
1.4.3 Establish full-time tree-trimming capability. Conduct cost analysis in fiscal year 2017-2018.	Public Services	Electric Fund	TBD	Removed	Removed
1.4.4 Additional sub-station and electrical grid improvements	Public Services	Electric Fund	\$3.0 Million	2023-2025	In Process
1.5 Streets					
1.5.1 Establish funding sources for increased mileage of annual resurfacing.	Public Services	General Fund	\$160,000 per year	Ongoing	Completed
1.5.2 Implement a program to identify and fund sidewalk repairs and needs.	Public Services	Powell Bill	\$100,000 Asked to be increased.	Ongoing	Completed/ Ongoing

Strategic Planning Goal # 1- Infrastructure

Red: New or In process

Blue: Completed or Finished

1.5.3 Increase resurfacing City streets -Categorizing of City Streets	Public Services	General Fund	\$500,000	Ongoing	In Process
1.6 Buildings					
1.6.1 Remodeling and repair of the Public Service Center Administration and Warehouse:	Public Services	General Fund W&S Fund Electric Fund	TBD	2019-23	Completed
1.6.2 Facilitate new location for LPD.	Police	General Fund	\$759,000	2018 Completed	Completed
1.6.3 Convert Ross Street building to combined Public Safety Resource Facility Police/Fire/Utilities	Fire / Police	General Fund	\$75,000	2023-2026	In Process
1.6.4 Facilitate LPD improvements.	Police	General Fund	TBD	2020-21 Completed	Completed
1.6.5 Future land acquisitions	Public Services	General Fund	TBD	2022 Completed	Completed
1.6.6 New Roof at WTP	Water Resources	W&S Fund	\$120,000	2020-21 Completed	Completed

Strategic Planning Goal # 1- Infrastructure

Red: New or In process

Blue: Completed or Finished

1.6.7 Opticom preemptive traffic signaling	Fire / Police	General Fund & Inspection Fees	TBD/Based on number of sites.	TBD	TBD
1.6.8 RFQ & RFP New Public Works Facility Site Plan and Building Design to include wash pit and laydown area.	Pub. Services/Utilities	All Funds	\$8,000,000	2022-2025	In Process
1.6.9 Renovations to City Hall & Parking Lot/Retaining Wall	CMO	All Funds	\$850,000	2022-2025	In Process
1.6.9.1 Acquire Land in Eastern Boger City tax district / Near Airport for future fire station location.	Fire	General Fund	TBD	2024-2028	TBD
1.7 Technology and Innovation					
1.7.1 Fiber Ring Phase 1/ Phase 2	Tech & Innovation	General Fund	\$425,000 for Phase 1 Pricing yet to be sourced for Phase 2	2023-2024-Phase1 -Complete 2025-2027-Phase 2	Phase 2 WWTP, WTP, Fire Station 2
1.7.2 Standardizing Door System Across City- City Hall, Station 1, Logistics, PWC New	Tech & Innovation	General Fund	TBD	2024-2025	TBD
1.7.3 Camera Systems Unifying- Parks, Station 1, City Hall, Station 2	Tech & Innovation	General Fund	TBD	2022-Ongoing	In Process
1.7.4 Expansion of Betty G Data- Expansion of data to other side of gym for security.	Tech & Innovation	General Fund	\$15,000	2024-2025	TBD

Strategic Planning Goal # 1- Infrastructure

Red: New or In process

Blue: Completed or Finished

1.7.5 Downtown Cameras	Tech & Innovation	General Fund	\$212,000	2022-Ongoing	3 year term.
1.7.6- Fixing fiber below retaining wall-(1.6.9)	Tech & Innovation	All Funds	TBD	2022-2026	In Process
1.7.7- PWC- Cameras and security-Data closets-Networking	Tech & Innovation	All Funds	TBD	2022-2025	TBD
1.7.8-Council Chamber upfit---Zoom	Tech & Innovation	All Funds	\$15,000	2023-2024	TBD
1.7.9-Upfit of Public Safety Logistics Building-Cameras-Doors-Network (Ross Street)	Tech & innovation	All Funds	\$50,000	2023-2024	TBD
1.8 Storm water & Runoff					
1.8.1 Storm water assessment survey (Culverts, drains and erosion control)	Public Services	General	TBD	Ongoing	TBD

STRATEGIC PLANNING GOAL

#2-EMPLOYEE BENEFITS

Team Members:

Todd Elmore, Water Resources
Nathan Eurey, Public Services
Brian Greene, Public Safety
Daphne Ingram, City Clerk
Pam McBryde, Finance
David Ramsey, Business Services
Tanya Osborne, Human Resources

Strategic Planning Goal #2-Employee Benefits

Color Coding Key:

Black indicates tabled or completed

Blue indicates items in process and under consideration

Tasks	Assignment	Resource	Cost	Timeline	Status
2.1 Pay and Class Study-2016					Completed
2.2 Health Insurance Comparisons					
2.2.2 Retiree Health Insurance Program Options	HR			On-going	
2.2.3 Stipends in lieu of coverage	HR/attorney			2024/2025	
2.3 401k and 457 Retirement Plans					
2.3.1 Comparison other municipalities	HR-Empower				Tabled
2.3.2 Identify methods utilized (match, flat rate, %)					
Based upon 5% rate (same as LEO)					
Estimate as of 11-30-23 FT Gen Emps (no LEO)			\$331,349.08		
2.3.3 Identify funding source					
2.3.4 Recommendation to Manager					
2.3.5 Consider implementation of 457 Plan.	Group/HR		0	2024-2025	
Survey employees to determine interest in participation.	Survey employees				
2.4 Holidays					Completed
2.5 Employee Salary Movement					
2.5.2 Incentives/Career Ladders					
2.5.2.2 Identification of additional programs	Group			On-going	
2.5.2.3 Update existing program					
2.5.3 1/3 Pay and Class Study Method (A,B,C)					

Strategic Planning Goal #2-Employee Benefits

2.5.3.1 Annual Studies conducted and presented to Mgr for Budget Process	HR			On-going	
2.6 Compensation Equities					
2.6.1 Shift Differential					Tabled
2.6.1.1 Comparison to other entities	Group		\$114,659.85		
Estimate Dec 2023 (Depts included: Police, WWTP, WTP)					
2.6.7 Vision Insurance-research employer paid option for employee only. Based upon 2024 rates and 171 FT emps.	HR		\$20,520.00		tabled
2.6.8 Onsite Dental Services-survey employees regarding interest in service.	Group/HR survey employees		0	2024-2025	
2.7 Bereavement Leave					
					completed
2.8 Service Recognition Program					
					completed
2.9 Employee Suggestion Program					
					completed
2.10 Paid Family Leave					
2.10.1 Comparison with other entities	Group/HR				Tabled
2 wks paid family leave (includes FICA/retirement)		Minimum	\$1346.91		
		Max	\$6454.85		
4 wks paid family leave (includes FICA/retirement)		Minimum	\$2693.83		
		Max	\$12909.71		
6 wks paid family leave (includes FICA/retirement)		Minimum	\$4,040.74		
		Max	\$19,364.56		
12 wks paid family leave (includes FICA/retirement)		Minimum	\$8,081.49		
		Max	\$38,729.13		
Estimates calculated on FT emp as of 11-30-2023					

Strategic Planning Goal #2-Employee Benefits

2.11 Personnel Policy Revision				
2.11.1	Review of existing policy for updates	Group/HR/ Consultant		2023/2027
2.11.2	Review change recommendations	Group		
2.12 Drug and Alcohol Policy Revision				
2.12.1	Review existing policy for updates	Group/HR/ consultant		2024/2025
2.12.2	Review change recommendations	Group		
2.13 Retirement Recognition Program Reviewed				
				Completed
2.14	Floating Holiday			
2.14.1	Expansion of Floating Holiday Hours from 1 day to 2 days. Maximum cost as 12-06-23	Group/HR	\$38,592.08	2024-2025
		Survey other entities		
2.15	Cemetery Plot Payment Plan	Group		2024/2025
		Survey employees		
2.16	Employee Service Recognition			completed
2.17	Longevity (Rename-Service Retention, Compression Factor?)	Group		
	2.17.2 Explore options to replace 5 yr increment increases. Potential solution-Implement an annual 2% increase to address compression. FY EE's as of 9-28-22, includes FICA/Retirement.	Group	\$92,926.88 \$185,853.75	Completed- 2% YCA effective 7-1-23
2.18	Vacation Hours			
	2.18.3 Vacation accrual comparison to other entities (verify comparable to market)	Group/HR		2024-2025

Strategic Planning Goal #2-Employee Benefits

2.18.4 Vacation cash out program (comparison to other entities)	Group/HR		2024-2025	
\$ calculated only on emps with at least 180 vac hours at eoy 2023 calendar				
40 hours cash out		\$80,337.00		
80 hours cash out		\$161,832.32		
\$ calculated only on emps with at least 240 vac hours at eoy 2023 calendar				
40 hours cash out		\$108,149.80		
FT Employees as of 12-07-2023				
2.19 Service Supplement				completed
2.20 Educational Involvement				
2.20.1 Consider increasing hours allowed from 4 to 8 (Lincoln County policy is 8 hours)	Group/HR	\$18,471.99	2024-2025	
2.21 Salary Direct Deposit Methods				
2.21.1 Verify ability to deposit to multiple bank accts (Establish timeline if CM approves)	Finance		2024	

Rvsd 240229

Lincolnton Steering Committee

Central Business District

Strategic Plan



Lincolnton NC

Near the City. Near the Mountains. Near Perfect.

March 14, 2024

Central Business District Strategic Plan

1 - Goal: Cultivate, develop, and support downtown revitalization and prosperity in the Central Business District to maintain and grow the CBD as a thriving epicenter for arts, shopping, dining, leisure, and cultural heritage and generating visitor & tourism interest.									
Task #	Start Date	Objectives	Responsible Party	Resources	Outsource Assistance	Cost	Target Completion Date	Completion Date	Update
1.1		Provide input, support, and advocacy for the Court House Re-Use project to develop the Court Square as a community asset and gathering space. Embrace & protect the centerpiece of downtown Lincolnton.							Continue working with county to provide feedback and community support. Contractor at risk being hired, work starts in April, 2024.
1.2		Continued focus on downtown business recruitment & retention strategy with LEDA. Target new business/entrepreneur category opportunities & identify gaps for new business recruitment	LEDA				On-going		
1.3	12/01/22	VisitLincolntonNC.org – build out new tourism website to replace LINC app • Merchant, dining, entertainment listings for downtown central business district • Events calendar • Add "community calendar" for merchant specials & promotion? • Integrate with new "Visit Lincolnton NC" Facebook page for tourism promotion							
1.4	01/01/19	Continued paid advertising funded by LTDA to support downtown merchants, encourage visitors, and create awareness. Combine with active media relations efforts to promote positive downtown stories and earned media.	Laura M	ASO's			On-going		ON-GOING/MAINTAIN
1.5	10/08/18	Maintain current/accurate events calendar on city website as a primary public event calendar, cross post & share.	Laura M	ASO's			On-going		ON-GOING/MAINTAIN
1.6	4/14/22	Research & implement a "busking policy" to coordinate street performers/activities for approval. Consider definitions, amplification issues, power, locations.	Laura M	DDA, LTDA					
1.7	9/1/22	Assist with the implementation of the approved "social district" in the CBD to encourage downtown pedestrian & retain activity. Encourage merchants to open evenings, create more nightlife opportunities	DDA, Hospitality merchants						
1.8	9/1/22	Develop downtown beautification efforts and maintenance; planters, garden beds, trees, face jugs, etc.	LTDA, DDA, merchants						

Central Business District Strategic Plan

1 - Goal: Cultivate, develop, and support downtown revitalization and prosperity in the Central Business District to maintain and grow the CBD as a thriving epicenter for arts, shopping, dining, leisure, and cultural heritage and generating visitor & tourism interest.								
Task #	Start Date	Objectives	Responsible Party	Resources	Outsource Assistance	Cost	Target Completion Date	Update
1.9		Create new events/activities and opportunities for media relations/publicity outreach, especially "low impact" activities that do not require street closures: - Continue "Second Saturday" (or similar) program – a sustained, regularly occurring activity to promote downtown businesses, shopping, events. (NOT sales, a focal point.) - Business After Hours, Open Late (bi-annual or quarterly) events to stimulate owners/residents - Food Truck Friday or similar events. - Nightlife in downtown; evening activities. - Street musician(s)/artist(s); keep visitors engaged. (See Busking, 1.6) - New events to draw outside visitors to Downtown merchants: Craft shows, Pub Crawl, Holiday Sales/Events, Small Business Saturday/etc. - A-Frames, "Open" flags, window treatments, other beautification options - Customer service training – smile, be friendly, greet visitors - Add more directional signage visible to walkers (kiosks) - Create "Buy Local" marketing and education programs/resources: - Reintroduce Business Recognition Program - Create a downtown loyalty rewards program	DDA LTDA LCC Laura M	ASO's, Merchants, Event Calendar, Young Adults			06/30/19 Ongoing	12/9/21 – Consider street closure impact and frequency issues for events ON Main Street; merchant input necessary, etc.

Central Business District Strategic Plan

2 - Goal: Develop a Comprehensive Streetscape Plan to support the downtown CBD.									
Task #	Start Date	Objectives	Responsible Party	Resources	Outsource Assistance	Cost	Target Completion Date	Completion Date	Update
2.1		Provide input and support for a new "streetscape" design process and plan for the downtown CBD.	City Staff						April/May 2024 – Field trips to other municipalities for design inspiration
2.2		Key Issues: • Infrastructure upgrades – water/sewer, electrical access • Street improvements – DOT paving, city control of Main St • Maintenance & Sustainability • Integration of city Art & Cultural Heritage identity elements into streetscape design plan Key Goals: • New decorative Light Poles • Include audio speakers to provide music/ambiance in CBD. Speakers also provide a safety tool for events • Decorative stop lights • Underground utilities, chase/channel design to replace overhead poles/lines • Traffic calming options including Court Square re-design (one-lane?) • Parking locations – parallel vs angle in? • Landscaping, trees, & green space • Pocket gathering/dining spaces • Kiosks and/or screen placements for wayfinding and interpretive information						12/9/21 - Water Street priority (Sycamore?)	
2.3		Additional considerations & recommendations: • Explore parking solutions to increase public parking use, expand public parking lot availability • Promote parking maps & availability • Opportunity for shuttle or trolley? Golf Carts? • Consider uses for new city property on West Water Street (Farmers Market area)							

Central Business District Strategic Plan

2 - Goal: Develop a Comprehensive Streetscape Plan to support the downtown CBD.

Task #	Start Date	Objectives	Responsible Party	Resources	Outsource Assistance	Cost	Target Completion Date	Completion Date	Update
2.4		Create community support for streetscape upgrades and updates by sharing information: • Share & solicit feedback on streetscape objectives, goals, & plan to/from ASO boards and seek formal endorsement/resolutions of support. • Share & solicit feedback on streetscape objectives, goals, & plan to/from merchants, property owners, loft dwellers, etc. to seek support. • Seek community group speaking opportunities to share streetscape plan (e.g., rotary, service organizations, etc.). • Discuss plan options: • Color palette & design standards • Safety issues; pedestrians, bikes, etc. • Improved lighting; replace light poles • Replace wired stop lights with permanent decorative "arms" • Directional way-finding signage (small?) • Public restroom access • Welcome Center – access/hours							
2.5		Delay any new signage/displays/installation until streetscape plan is completed.							
2.6		Assist city in identifying funding options for streetscape installation; County, State and Federal political entities to assist, provide & influence public/private support & financing options. City Capital Improvement Plan (CIP), grants, bonds, property tax increase, etc.							

Central Business District Strategic Plan

3 – Goal: Develop plans and initiatives to stimulate housing and residential living downtown and upper floor adaptive re-use.									
Task #	Start Date	Objectives	Responsible Party	Resources	Outsource Assistance	Cost	Target Completion Date	Completion Date	Update
3.1		Use city Welcome Center 2nd/3rd floor redevelopment RFP for as an example of adaptive reuse requirements: Identify best practices & processes							
3.2	11/23	Identify parking areas and amenities for downtown residential use: - Explore shared use agreements - Consider special parking passes for city owned parking area							
3.3		Promote active living, outdoors, greenspace/parks/trails, walkability programs, Carolina Thread Trail, golf cart community and similar aspects of the downtown area; communicate quality of life attributes for downtown living and working	Laura M	ASO's	DDA				

Central Business District Strategic Plan

4 - Goal: Use the arts and cultural identity of Downtown Lincoln to provide guidance on existing and future projects.									
Task #	Start Date	Objectives	Responsible Party	Resources	Outsource Assistance	Cost	Target Completion Date	Completion Date	Update
4.1		Integrate local cultural heritage – grist mill, iron furnace, textile mill, pottery, early Piedmont settlers, etc. into activities, art installations and design decisions Utilize consistent arts & cultural narrative for Lincoln in websites, collateral, and promotion materials	Goal 4 Cmte: Laura M	Lincoln Cultural Center, Arts Council, Historical Assn, LTDA					Mill Mural Completed 2023
4.2		Incorporate arts/cultural heritage into public festivals & celebrations whenever possible (i.e., Apple Drop)	Laura M/city events?	DDA; LCC; ACLC; LCHA;					
4.3		Actively support & promote cultural events ; theatre, musical performances, art shows to the community AND to surrounding counties and sister cities to promote visitors and encourage tourism.	LTDA; DDA; LCC; ACLC; city;				Ongoing		
4.4		Promote "Home of Catawba Valley Pottery" - Showcase CVP in shops, public spaces (city hall, tax office, welcome center) - Pots on Parade - Burlon Craig sculpture (DDA commission)	ALL groups as appropriate	Steering Cmte; LCHA; DDA; LCC; ACLC					
4.5		Create new / current contemporary public art including murals/sculptures/metal work in addition to re-creations of period artwork. Be both current and reflect history/heritage.	LTDA						Welcome Mural completed 2023
4.6		Cultivate & expand Ramsour's Mill significance and year-round interest in Battleground Park and its memorials as a tourism opportunity. Identify ways to bring Revolutionary War identity to downtown CBD. Ghost Walks, interpretive signage, etc.	LTDA; TOC; LCHA; DDA;	LTDA; LTG; LCC					Lincoln Landmarks downtown walking tours in 2023

Central Business District Strategic Plan

4 - Goal: Use the arts and cultural identity of Downtown Lincoln to provide guidance on existing and future projects.									
Task #	Start Date	Objectives	Responsible Party	Resources	Outsource Assistance	Cost	Target Completion Date	Completion Date	Update
4.7	10/08/18	Identify and seek out quality for profit and not for profit artisans and entrepreneurs; attract new artistic businesses to downtown: • Explore shared artist workspaces to cultivate artist residency programs. Artist in Residence at LCC. • Consider an artist co-op store on Main Street to promote local artists • Consider shared resources; for example a community kitchen that meets health department standards for entrepreneurs.			Research other city art strategies and plans		On-going		

Strategic Planning Goal # 4- Recreation

Tasks	Assignment	Resources	Cost	Timeline	Status
Goal 4- Improve Recreation Opportunities					
TASK 1 – FIRST FEDERAL PARK					
1.6 IMPROVEMENTS	VENDOR			2021 – 2034	ON-GOING
1.7 PHASE II ACQUIRE PROPERTY FOR PARKING & PLAYGROUND		CITY FUNDS/ GRANTS	TBD	2024 - 2029	
TASK 2 – PARKS & RECREATION MASTER PLAN					
2.3 IMPLEMENTATION		STAFF		2021-2031	ON-GOING
2.4 5 YEAR PLAN UPDATE	STAFF	STAFF	TDB	2025 -2026	
TASK 3 – CITY PARK					
3.1 FUNDING		GRANT & CITY BUDGET	TBD by design	2018 – 2034	ON-GOING
3.2 DESIGN		VENDOR		2022-2023	
3.2.2 FINAL CONSTRUCTION DESIGN/COST ESTIMATES	McGill	CITY BUDGET/ GRANTS	TBD	2023-2024	In Progress
3.3 CONSTRUCTION & OPENING		VENDOR		2025-2026	
3.4 PARK IMPROVEMENTS	VENDOR	GENERAL FUND		2018-2034	
TASK 4 –RAIL TRAIL; RAIL TRAIL PHASES 4 & 5; TRAILS					
4.1 FUNDING		GRANT & GEN. FUND	TBD by design	2023-2034	ON-GOING
4.2 DESIGN		VENDOR		2023-2034	ON-GOING
4.3 LAND ACQUISITION, CONSTRUCTION, & OPENING		VENDOR		2023-2034	ON-GOING
4.3.1. APPRAISAL OF LAND NEEDED FOR RT CONNECTOR	HIRING OF LAND APPRAISER	CITY BUDGET/ GRANTS	TBD	2023-2024	In Progress
4.4 RAIL TRAIL IMPROVEMENTS	VENDOR	CITY BUDGET		2018-2034	
4.4.2 REPAVING PHASE 2 TRAIL SEGMENT	VENDOR	CITY BUDGET	\$21,000	2022-2027	
4.4.3 DEVELOP AREA ON NORTH-SIDE OF THE RAIL TRAIL TUNNEL/PLAZA THEMED ENTERTAINMENT AREA	VENDOR	CITY BUDGET/LTDA/ GRANTS	\$100,000+	2022-2024	In Progress

Strategic Planning Goal # 4- Recreation

Tasks	Assignment	Resources	Cost	Timeline	Status
4.4.4 PERFORMING STAGE & STAGE RETAINING/SEATING WALL AT FFP	VENDOR	CITY BUDGET/LTDA/ GRANTS	\$40,000+	2022-2024	In Progress
4.4.5 PRODUCE AND INSTALL POINTS-OF-INTEREST & WAY-FINDING SIGNAGE ALONG RAIL TRAIL / BRAND RAIL TRAIL WITH LOGO	VENDOR	LTDA	\$20,000	2022-2024	In Progress
4.4.6 CREATE AND IMPLEMENT RAIL TRAIL MASTER PLAN FOR PHASE I (CENTRAL BUSINESS DISTRICT)	DAVID LEDFORD	CITY BUDGET/ GRANTS	TBD	2020-2034	
4.5.1 RIVER WALK TRAIL FUNDING		GRANT & GEN. FUND	TBD by design	2021-2034	ON-GOING
4.5.2 DESIGN		VENDOR		2021-2034	
4.5.3 CONSTRUCTION & OPENING		VENDOR		2021-2034	
TASK 5 – FUTURE LAND ACQUISITIONS					
5.1 FUNDING		GEN. FUND/GRANTS	\$200,000	2017-2034	ON-GOING
5.2 PURCHASE		CITY STAFF		2019-2034	ON-GOING
5.2.7 ACQUIRE PROPERTY FOR DOWNTOWN PARK		GENERAL FUND/GRANTS	TBD	2021-2034	
5.2.8 ACQUIRE PROPERTY FOR RAIL TRAIL EXPANSION		GENERAL FUND/GRANTS	TBD	2021-2034	
5.2.9 FARMER'S MARKET / OLD CITY BUS GARAGE		LAND TRANSFER		2024	
5.2.10 FORD HATCHERY PROPERTY	FFP EXPANSION	CITY BUDGET	\$210,000	2024	
5.3 IMPROVEMENTS		VENDOR(S)	\$200,000	2017-2034	ON-GOING
TASK 6 – FACILITY IMPROVEMENTS					
6.1 FUNDING		GEN. FUND/ GRANTS	\$500,000	2019-2034	ON-GOING
6.2 CONSTRUCTION/IMPROVEMENTS		VENDOR(S)		2019-2034	ON-GOING
6.2.2 VINYL SIDE BETTY ROSS SHELTER & SHOP BUILDING	VENDOR	CITY BUDGET	\$10K - \$15K	2020-2026	
6.2.4 RESTROOM RENOVATION AT LENTZ CENTER	VENDOR	CITY BUDGET	TBD	2020-2028	
6.2.5 PURCHASE DIVIDER SCREEN FOR LENTZ GYM	VENDOR	CITY BUDGET	\$13,500.00	2021-2026	

Strategic Planning Goal # 4- Recreation

Tasks	Assignment	Resources	Cost	Timeline	Status
6.2.6 EXPANSION/ADDITION TO THE LENTZ CENTER GYM OR SHELL BUILDING PURCHASE IN BOGER CITY AREA FOR FUTURE REC. CENTER	VENDOR	CITY BUDGET/GRANTS / BOND REFERENDUM	TBD	2021-2034	
6.2.8 REPLACE WOODEN PRIVACY FENCE AT BRP	VENDOR	CITY BUDGET	\$22,000.00	2022-2028	
6.2.9 REPLACE OUTDOOR SPORTS COURT LIGHTS	VENDOR	GRANT & CITY BUDGET	\$20,000	2022-2028	
6.2.10 RESURFACE / REDESIGN POOL	VENDOR	GRANT & CITY BUDGET	TBD	2022-2028	
6.2.11 NEW GYM SCOREBOARD	VENDOR	GRANT & CITY BUDGET	TBD	2022-2028	
6.2.12 REPAINT LENTZ GYM	VENDOR	CITY BUDGET	TBD	2022-2028	
6.2.13 REPLACE LENTZ GYM & OFFICE HVAC UNITS (5)	VENDOR	CITY BUDGET	\$88,300.00	2023-2024	IN -PROGRESS
6.2.14 RESURFACE OUTDOOR SPORTS COURTS	VENDOR	CITY BUDGET	TBD	2024-2027	
TASK 7 – BETTY ROSS PARK EXPANSION					
7.1 FUNDING		GEN. FUND/ GRANTS	\$993,000	2018-2034	ON-GOING
7.2 CONSTRUCTION/IMPROVEMENTS		VENDOR(S)		2018-2034	ON-GOING
7.2.4 SOD & IRRIGATE EXISTING BALLFIELD	VENDOR	GRANT & GEN.FUND	\$65K-\$70K	2021-2026	
7.2.6 CREATE NEW PLAYGROUND DESIGN/UPDATE PLAYGROUND EQUIPMENT W/ THEME	VENDOR	GRANT & CITY BUDGET	\$200,000	2021-2024	
7.2.7 CONSTRUCT A NEW FISHING PIER/RIVER LAUNCH ACCESS AT THE END OF 3 RD STREET	VENDOR	GRANT & CITY BUDGET	\$75,000-\$100,000	2021-2026	
7.2.8 CONSTRUCT ADDITIONAL PICNIC SHELTER W/O BATHROOMS	VENDOR	GRANT & CITY BUDGET	TBD	2021-2034	
7.2.10 INSTALL AUTOMATED PARK ENTRY GATE AT LOWER PARK ENTRANCE	VENDOR	CITY BUDGET	\$16,000	2023-2026	
7.2.11 ADD/REPLACE PICNIC TABLES AND BENCHES	VENDOR	CITY BUDGET	\$1,100-\$1,300 /TABLE	2023-2026	
TASK 8 – LINCOLN TON DOG PARK					
8.3 IMPROVEMENTS	VENDOR(S)	CITY BUDGET/GRANTS	TBD	2021-2034	ON-GOING

Strategic Planning Goal # 4- Recreation

Tasks	Assignment	Resources	Cost	Timeline	Status
8.3.1 CONCRETE RAIL TRAIL ACCESS STEPS	VENDOR	CITY BUDGET/GRANTS	\$20,000	2021-2034	
8.3.2 CROSS-FIT TRAINING AMENITIES & SAND SURFACING	VENDOR	CITY BUDGET/GRANTS	\$12,000	2021-2034	
8.3.3 PLACE BOLLARDS / POLES W/ CABLE NEAR PARK ENTRANCE	VENDOR	CITY BUDGET	TBD	2022-2026	
TASK 9 – HIGHLAND DRIVE PARK					
9.1 FUNDING		GEN. FUND/ GRANTS		2021-2034	ON-GOING
9.2 CONSTRUCTION/IMPROVEMENTS		GEN. FUND/ GRANTS		2021-2034	ON-GOING
9.2.1 HIGHLAND DR. PARK SHELTER RENOVATION	VENDOR	GEN. FUND/ GRANTS	\$15K - \$20K	2021-2026	IN PROGRESS
9.2.5 INSTALL FIELD LIGHTING	VENDOR	CITY BUDGET/ GRANTS	TBD	2021-2034	
9.2.6 CONVERT BASEBALL FIELDS TO SOCCER/MULTI-PURPOSE FIELDS	VENDOR	CITY BUDGET/ GRANTS	TBD	2021-2034	
9.2.7 CONSTRUCT SIDEWALK SYSTEM TO LINK THE PARK TO THE HOSPITAL AND TO E. MAIN STREET	VENDOR	CITY BUDGET/ GRANTS	TBD	2021-2034	
9.2.9 INSTALL AUTOMATED PARK ENTRY GATE AT PARK ENTRANCE	VENDOR	CITY BUDGET	\$16,000	2023-2026	
9.2.10 INSTALL DRAINAGE SYSTEM ON SOCCER FIELD	VENDOR	CITY BUDGET	TBD	2023-2034	
9.2.11 ADD/REPLACE PICNIC TABLES AND BENCHES	VENDOR	CITY BUDGET	\$1,100-\$1,300 /TABLE	2023-2026	

Strategic Planning Goal # 4- Recreation

Tasks	Assignment	Resources	Cost	Timeline	Status
Completed Recreation Improvement Tasks Goals					
TASK 1 – FIRST FEDERAL PARK					
1.2 DESIGN		OCCUPANCY TAX; FFSB; TIMKEN	\$44,200	2016	Completed
1.3 BIDS FOR CONSTRUCTION		WIRTH & ASSOCIATES		2016	Completed
1.4 CONSTRUCTION & OPENING		WIRTH & ASSOCIATES		2016	Completed
1.5 CONSTRUCTION	Howard Const.	City Funds, Grants	\$416,000	2016	Completed
1.6.1 SHADE STRUCTURE/ SAIL FOR SPLASH PAD	Carolina Recreation & Design	LTDA/ DDA	\$31,823.09	2021 - 2022	Completed
TASK 2 – PARKS & RECREATION MASTER PLAN					
2.1 FUNDING		GENERAL FUND	\$26,850	FY 2020 - 2021	Completed
2.2 CREATION OF PLAN	McGill & Assoc.	VENDOR	\$26,850	2020-2021	Completed
TASK 3 – CITY PARK					
3.2.1 CONDUCT SITE PLAN FOR PARK DEVELOPMENT	McGill	CITY BUDGET	\$25,650.00	2022-2023	Completed
3.4.1 SECURITY LIGHT ADDED TO PARKING AREA	PUBLIC WORKS	CITY BUDGET		2018-2019	Completed
3.4.2 TWO TREES REMOVED FOR PAVING	CHAPMAN TREE SERVICE	CITY BUDGET	\$1,500	2018-2019	Completed
3.4.3 PAVING OF PARKING AREA	JTR & SONS	CITY BUDGET	\$60,000	2018-2019	Completed
3.4.4 PARK ENTRANCE SIGN	VISUAL INCEPTION	CITY BUDGET	\$8,500	2019-2020	Completed
3.4.5 REPLACE BURNT-OUT FIELD LIGHTS	VENDOR	CITY BUDGET	TBD	2023-2026	Suspended
TASK 4 – RAIL TRAIL; RAIL TRAIL PHASES 4 & 5; TRAILS					
4.4.1 ADDITION OF CAMERAS ALONG RAIL TRAIL	TSUNAMI	CITY BUDGET	\$69,000/yr.	2018-2022	Completed
TASK 5 – FUTURE LAND ACQUISITIONS					
5.2.1 DONATION OF THIRD STREET PROPERTY			\$0	2017	ACCEPTED

Strategic Planning Goal # 4- Recreation

Tasks	Assignment	Resources	Cost	Timeline	Status
5.2.2 CONVEYANCE OF MASSAPOAG PROPERTY FROM CATAWBA LAND CONSERVANCY		C.L.C. TO C.O.L.	\$0	2018-2019	PARK SYSTEM PROPERTY
5.2.3 PURCHASED MOTZ STREET PROPERTY	DOG PARK	WATER & SEWER FUND	\$27,000	2019	PARK SYSTEM
5.2.4 PURCHASED ROPER & GILBERT AND VALENTINE PROPERTIES	BIKE PARK/ RAIL TRAIL EXTENSION	GENERAL FUND	\$280,000	2019	PARK / TRAIL SYSTEM
5.2.5 PURCHASED GOODMAN PROPERTY	RAIL TRAIL EXTENSION	GENERAL FUND	\$7,500	2020	PARK / TRAIL SYSTEM
5.2.6 PURCHASED NORMAN PROPERTY	BETTY ROSS PARK EXPANSION	GENERAL FUND	\$18,000	2020	PARK SYSTEM
5.3.1 CONDUCTING SITE CLEANUP/TRASH REMOVAL AT MASSAPOAG	CITY STAFF	PARK & REC STAFF / PW STAFF		WINTER/SPRING 2019 -2021	COMPLETED
5.3.2 DOG PARK CONSTRUCTION AT MOTZ AVE.	DEAL GRADING/ FISTER FENCE/ JT RUSSELL	CITY BUDGET	\$102,070.75	OPENED SPRING 2021	COMPLETED
5.3.3 TEAR DOWN NORMAN HOUSE ON 3 RD ST. CLEANUP PROPERTY	DEAL GRADING	CITY BUDGET	\$3,500.00	2021	COMPLETED
TASK 6 – FACILITY IMPROVEMENTS					
6.2.1 REPLACE LENTZ GYM LIGHTING	VENDOR	CITY BUDGET/ ELECTRI-CITIES GRANT	\$15,510.00	2019-2020	COMPLETED
6.2.3 REPLACE FENCING AROUND POOL	VENDOR	CITY BUDGET	\$8,000	2020-2021	COMPLETED
6.2.7 UPDATE/EXPAND SECURITY CAMERA SYSTEM AT BETTY ROSS PARK	TSUNAMI	CITY BUDGET	\$13,500/yr.	2022	COMPLETED
TASK 7 – BETTY ROSS PARK EXPANSION					
7.2.1 TENNIS/BASKETBALL/PICKLEBALL COURT RENOVATION	THERMAL BELT SPORTS SURFACE	GRANT & GENERAL FUND	\$47,000	2018-2019	COMPLETED
7.2.2 FISHING PIER/RIVER LAUNCH ACCESS	DEAL GRADING /RENEGAR CON.	GRANT & GENERAL FUND	\$166,600	2018-2019	COMPLETED
7.2.3 PHASE II DESIGN & CONSTRUCTION	CAROLINA METAL BLDGS.	GRANT & GENERAL FUND	\$350,000	2018-2019	COMPLETED

Strategic Planning Goal # 4- Recreation

Tasks	Assignment	Resources	Cost	Timeline	Status
7.2.5 REPLACE BACKSTOP FENCING ON EXISTING BALLFIELD TO MATCH NEW FIELD	VENDOR	GENERAL FUND	\$10,000	2021-2026	COMPLETED
7.2.9 CONSTRUCT OUTDOOR SAND VOLLEYBALL COURT	PW STAFF	CITY BUDGET/SAC FUNDS	\$4,000	2022 - 2023	COMPLETED
TASK 8 – LINCOLN TON DOG PARK					
8.1 FUNDING		CITY BUDGET	\$102,070.75	2019-2021	COMPLETED
8.2 CONSTRUCTION	DEAL GRADING/ FISTER FENCE/ JT RUSSELL	CITY BUDGET	\$102,070.75	2020-2021 OPENED SPRING 2021	COMPLETED
TASK 9 – HIGHLAND DRIVE PARK					
9.2.2 GRADE & PAVE NEW PARKING AREA ABOVE THE SHELTER AT HIGHLAND DRIVE PARK	DEAL GRADING	STATE GRANTS	\$215,234	2021-2023	COMPLETED
9.2.4 CREATE NEW PLAYGROUND DESIGN/ INSTALL NEW PLAYGROUND EQUIPMENT W/ THEME AT HDP	PLAYWORLD PREFERRED	STATE GRANTS	\$149,302.51	2021-2023	COMPLETED
9.2.8 UPDATE/EXPAND SECURITY CAMERA SYSTEM AT HIGHLAND DRIVE PARK	TSUNAMI	CITY BUDGET	\$8,500/YR.	2022	COMPLETED

(REVISED 2/22/2024)



Item # 2:

CAPITAL NEEDS

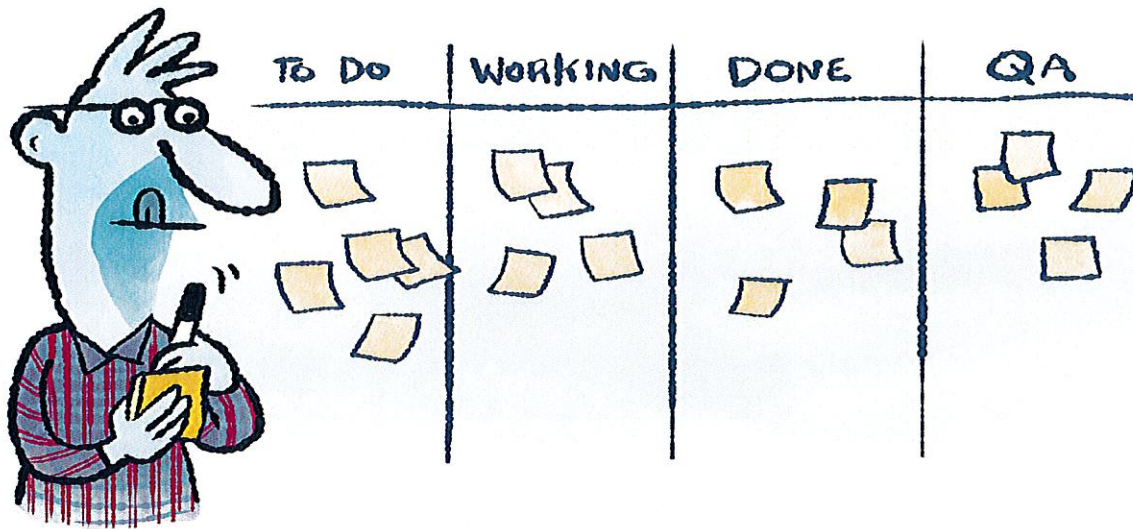
- General Fund
- Water & Sewer Fund
- Electric Fund

BUDGET 2024-25: CAPITAL REQUESTS

GENERAL FUND - (10)			
	DEPARTMENT	REQUESTED	APPROVED
			Notes
4110	CITY MANAGER/CLERK	\$0	
4120	HUMAN RESOURCES	\$0	
4130	FINANCE	\$0	
4280	GENERAL EXPENSE		
	City Hall Improvements	\$200,000	
	Placer AI	\$16,000	
	Records Retention	\$20,000	
4310	POLICE		
	Electronic Key Box	\$13,000	
	Drug/Tracking K9	\$8,500	
	Drone Kit	\$12,000	
4340	FIRE		
	L1 Bumper	\$17,500	
4510	PUBLIC WORKS	\$0	
4520	STREET		
	Backhoe	\$153,000	
4530	EQUIPMENT SERVICES	\$0	
4710	SOLID WASTE		
	Automated Leaf Truck	\$370,000	
4740	GENERAL IT SERVICES		
	Equipment	\$95,000	
4910	PLANNING/ZONING		
	CMAQ Grant Match	\$100,000	
4930	BUS. & COMM. DEVELOP	\$0	
6100	RECREATION		
	Replace Gym Scoreboard	\$10,000	
	Steps at Dog Park	\$25,000	
	Cross-Fit Amenities	\$15,000	
	Automated Gate	\$15,000	
	Sign Crane and Driver	\$17,000	
	Paint Inside of Gym	\$55,000	
TOTAL FUND 10:		\$1,042,000	

WATER & SEWER FUND (61) Department		Requested	Approved	Notes
7100	WATER TREATMENT			
	HVAC Unit	\$30,000		
	#2 Pump	\$20,000		
	Turbidity Meters	\$22,000		
	Actuators	\$55,000		
	Parking Lot Repair	\$40,000		
7110	DISTRIBUTION & COLLECTION			
	Indian Creek Gravity Line	\$200,000		
	Jennings St. Sewer Line	\$60,000		
	Hwy 27 Liftstation Panel	\$50,000		
	S. Cedar Sewer	\$150,000		
	Manhole Rehab	\$50,000		
7120	Wastewater			
	Digester #3 Piping	\$75,000		
	SCADA Upgrades	\$30,000		
	Mower	\$30,000		
7130	Water & Sewer Intangibles	\$0		
TOTAL FUND 61		\$812,000		

ELECTRIC FUND (63) Department		Requested	Approved	Notes
7200	ELECTRIC			
	Substation	\$150,000		
	Transformers	\$150,000		
TOTAL FUND (63)		\$300,000		
TOTAL ALL FUNDS		\$2,154,000		



Item # 3:

COUNCIL DISCUSSION ITEMS

- On-Street Parking
- Solid Waste Ordinance
- Grant Writer
- Clearview AI Proposal
- False Alarms
- WCU Care Program
- Police - 2023/24 Capital
- Golf Cart Sticker Process
- New Ladder Truck
- NC CLASS Account

North Side

Dead Ends:

Pine St.
Academy St. Ext.
Hoke St.
Liberty St.
Sherrill Ave.
State St.

Cul-de-sacs:

W. Water St. Ext.
Poplar St.
New Castle Ave.
Mauney Dr.
Legionaire Dr.

Boger City

Dead Ends:

Huntington Hills Dr.
Elizabeth Ave.
Auton St.
Shell St.
A St.
Hubbard St.
Arney St.
Lawing St.
Williams St.
Drum St.
Moline Dr.
Lithia Springs Rd.
Davis St.

Cul-de-sacs:

Quail Field Pl.
Autumn Wood Ct.
Mull Rd.
Carrie St.
Chapman St.
Cobb St.
Carpenter St.
Eastview Dr.
Valerie Dr.
Ivan Ln.
Mallory Tai Dr.
Newbold St.
Allendale St.
Bost St.
Periwinkle St.
Hoyle St.
Turner St.

South Side

Dead Ends:

Second St.
Third St.
S. Grove St.
Red Leaf Tr.
Herndon Chapel Church Ln.
Brady Branch Tr.
Buff St.
E. Park Dr.
S. Cedar St.
Jennings St.

Cul-de-sacs:

Carolina Cir.
Crescent Ct.
Mockingbird Ln.

New Route

Dead Ends:

Johnson Blake Dr.
City View Ave.
Garland Ln.
Victory Grove Church Rd.
Jacob Tr.
Wellons St.
Moore St.
Wellington Park Dr.
Boggs St.
Mason St.
Dean Ln.
Fairway Ln.

Cul-de-sacs:

Springside Dr.
Heather Dr.
Saddletree Rd.
Boulder Dr.
Hollow Rd.
Carla Ct.
McKellar St.
Old Tram Rd.
Julia Dr.
Doris Ct.
Old Salem Ln.

Solid Waste and Collection Code of Ordinances

Amendment Recommendations

Recommendation 1. – Rename section 50.05 title from: Containers Required; Specifications; Cleanliness to:

Regulations relating to containers

Recommendation 2. – Rewrite section 50.05 to include subsections as follows:

- A. Every person owning or occupying a single-family or a multifamily residential unit shall store all garbage and refuse in the city issued 96 gallon solid waste roll-out cart container as to eliminate wind driven debris and unsightly litter in and about their premises. **Beginning January 1, 2024, any citizen or property owner requesting any commercial, residential, or recycling solid waste services will be required to pay the approved fee schedule rate for a city issued 96 gallon solid waste roll-out cart.**
- B. Each residential metered address, not using a dumpster service or located on a private drive, shall be issued one 96 gallon solid waste roll-out cart container **before December 31, 2023 (See section 50.05 A).** Additional containers, if needed, may be purchased when supplies permit through the City's Utility Billing department. With the exception of any additional purchased containers, the original issued container shall remain the property of the city. The container shall not be moved from the residence where assigned.
- C. All persons doing business within the city may be provided containers **(see section A above)** as outlined in this section if dumpster service is not utilized. The Public **Services** Director shall make the final decision as to the need for dumpster services for businesses. The maximum number of roll-out containers allowed per business shall be six (6), **unless such business is located inside the Central Business District.**
- D. Containers shall be used for the purpose of holding regular household refuse. No items such as sticks, yard clippings, leaves, rocks, bricks, stones, dirt, iron items, sheet metal, etc. shall be placed in the containers.
- E. The city will be responsible for repairing or replacing containers only for normal wear and tear. See Section 50.08 – Unlawful to damage containers; replacing stolen containers. **Damaged containers will be at the discretion of Public Works Superintendent or Solid Waste Crew Leader.**
- F. The city may refuse to collect the following types of solid wastes, and it shall be unlawful for any person to place any of the following in any container or receptacle for collection by the city (Also see section 50.10):
 - 1. Hazardous refuse and industrial waste. It shall be the responsibility of the person in possession of the premises to see that it is disposed of properly.

2. Oils/lubricants or any other type matter that may damage the container, cause it to leak, or erode wheel parts.
 3. Contagious disease refuse. The removal of clothing, bedding or other refuse from homes or the places where highly infectious diseases have occurred shall be performed under the direction of the county health department.
 4. Human tissues or wastes resulting from an operation, autopsy, or obstetrical procedures or any other material of similar nature.
 5. Materials of any kind or nature, including ashes, which contain any hot or live coals or fire.
 6. Dead animals of any sort.
 7. Hypodermic needles and/or any other sharp objects.
 8. Any other items that are prohibited from disposal in the county landfill.
- G. Bags, boxes, or other smaller containers outside or on top of the roll-out cart will not be collected.
- H. Violations of this section shall, upon conviction, be punishable in accordance with section 10.99.

Recommendation 2. - Rewrite section 50.06 – Pre-Collection Practices to include subsections as follows:

The occupant, whether owner or tenants, of single-family and multi-family residential units requiring a roll-out cart in which to store their refuse shall adhere to the following pre-collection practices:

- A. All garbage or refuse shall have the liquid drained therefrom, and shall be wrapped in paper or other like material before being placed in the container for collection. All dangerous trash items such as broken glass, light bulbs, etc., shall be securely wrapped to prevent injury to collection crews.
- B. All trash must be bagged inside the trash container. Trash that falls to the ground that is not bagged will not be picked up. Bagged or loose trash outside of the container will not be collected.
- C. Garbage and general rubbish shall be stored only in a container that must meet the automated collection requirements of the City's solid waste vehicles. Any containers that do not meet automated bin collection standards will not be emptied. All containers shall be covered at all times. Containers that fail to have a top and therefore unable to contain garbage and refuse in a satisfactory manner will not be used, **and will be replaced by the City.** Beginning January 1, 2024, the city will no longer pick up non-city issued trash roll-out carts. Residents may purchase additional city-issued containers **at the approved fee schedule rate** when supplies permit through the City's Utility Billing department.

Recommendation 3. - Rename section 50.07 title from – Location of Containers; Collection Times to:

Location of Containers, Collection Times, Special Collections

Recommendation 4. - Rewrite section 50.07 to include subsections as follows:

- A. Containers shall not be placed adjacent to the street or sidewalk except on the days on which garbage is to be collected. Containers shall be placed adjacent to the street for easy access by city sanitation personnel. Containers placed within 6' feet of a vehicle, mailbox, or light pole will not be picked up for liability reasons.
- B. Containers shall not be placed in such a manner as to entirely obstruct a city sidewalk. Partial obstruction may be permitted on the day of garbage collection if the sanitation customer has no other location at the curbside where the container may be placed for city collection other than on the sidewalk.
- C. Containers shall be removed from its position adjacent to the street or sidewalk after the contents have been emptied on the same day; provided, that at places of business or manufacturing, empty containers shall not be left on the street for more than 12 hours.
- D. All roll-out garbage containers shall be picked up at the curbside one time per week. A schedule of collection shall be kept on file at the office of the Director of Public Services. When collection schedules are altered from time to time, notice of the change shall be given by publishing the new schedule on the city's website, the city's social media outlets, or through the city's mass communication system. Citizens are responsible for updating their contact information with the utility billing department to ensure they receive the mass communication notices sent out by the City.
- E. Exceptions for collection may be made for those physically disabled persons living alone or living only with other physically disabled persons upon receipt by the city of a doctor's certification attesting to the resident's physical inability to place the container at the curbside or to remove the container from the curbside after collection. Upon receipt of an appropriate doctor's certification, city sanitation employees shall retrieve the container from a location which is accessible to the employee and thereafter replace the container in the same location where it was initially placed prior to collection.
- F. The city will collect normal household discarded appliances, furniture, including sofas, chairs, bedding, etc. Items for collection shall be placed at the curbside.

Recommendation 4. - Rename section 50.08 title from – Unlawful to damage containers to:

Unlawful to damage containers; replacing damage or stolen containers

Recommendation 5. - Rewrite section 50.08 to include subsections as follows:

- A. It shall be unlawful for any person to damage, displace or otherwise interfere with garbage containers or its contents except the owner or upon permission or at the request of the owner.
- B. Containers with lids missing or containers that are damaged and can no longer adequately contain trash shall be replaced by the City. Damaged containers shall be reported to the Public Works office and a determination by the Public Services Director, Public Works Superintendent, or Solid Waste Crew Leader will be made as to whether the container can no longer function properly and needs replacing.
- C. Trash containers that are reported stolen from a residential property must be reported to the police department and a police report filed. In order to obtain a replacement container, a completed police report must be obtained and turned in to the Public Works office at 128 Motz Avenue. The City will only be responsible for replacing a stolen trash container (1) one time at no cost. Any future occurrences of stolen containers at the same residential property will be at the property owner's expense. . **Beginning January 1, 2024, any stolen 96 gallon solid waste roll-out cart (commercial, residential, or recycling container) from a residential or commercial property will be required to pay the approved fee schedule rate for a replacement 96 gallon solid waste roll-out cart.**

Recommendation 6. - Rename section 50.09 title from – Placement of tree trimmings to:

Large rocks, tree stumps, trees, hedge and shrubbery cuttings, leaves, etc.

Recommendation 7. - Rewrite section 50.09 to include subsections as follows:

- A. It shall be unlawful for any person to place or allow to be placed any tree or shrubbery trimmings on any street or sidewalk in the city so as to obstruct free passage of persons and vehicles thereon.
- B. Tree, hedge and shrubbery trimmings shall be placed at the curb for collection in accordance with the following guidelines:
 - 1. No tree trunks, branches, limbs, etc., larger than (8) eight inches in diameter, or longer than (6) feet in length shall be collected by the City.
 - 2. The city will only collect bundles of tree trimmings that do not exceed (6) six feet in length, (6) feet in depth, and (5) feet in height. Smaller tree and shrubbery cutting piles should be of size not to be blown about and shattered by the elements. They should be secured to prevent wind driven debris and unsightly litter conditions.
 - 3. Tree limbs shall be separated from smaller shrubbery trimmings to allow for chipping; all brush shall be put in separate piles from other general debris.

4. The city shall not collect tree or shrubbery trimmings resulting from contracted services, defined as someone who works for pay. It will be the responsibility of the homeowner or contractor to remove from the property.
5. The city shall not collect, remove or assist in the removal of tree stumps, large or small rocks, tree trunks, heavy grass or dirt resulting from the clearing of any property of any kind. It shall be unlawful for any person to place or deposit any such item at curbside at any time.
6. The city shall only collect leaves placed for collection at the curbside. From October 15 through February 15, leaves may be placed for collection in loose piles adjacent to that portion of street right-of-way normally used by vehicles. Leaves shall be separated from all tree and/or shrubbery trimmings. Sticks, limbs, and trash should be removed from leaf piles to avoid damaging leaf collection equipment systems. At no other time will loose piles of leaves be collected during the year. Leaf collection outside of this timeframe will require the resident to place leaves inside plastic or refuse bags and place them at the street curb for collection.

Recommendation 8. - Rename section 50.10 title from – Construction and Demolition Debris; Hazardous Waste; Animal Waste to:

Construction and Demolition Debris; Hazardous and Industrial Waste; Animal Waste; Solid and Liquid Waste

Recommendation 9. - Rewrite section 50.10 to include subsections as follows:

A. Construction and Demolition Debris

1. Construction and demolition debris (**anything that is or was fixed to the house**), as defined in section 50.01, will not be collected by the city.

B. Hazardous and Industrial Waste

1. It shall be unlawful to place any hazardous refuse in any receptacle used for collection by the city.
2. It shall be unlawful to place in any container, at the curbside, or in any catch basin, manhole, drainage ditch, or structure any materials considered to be hazardous refuse by the U.S. EPA or any other responsible agency.
3. Hazardous waste, including but not limited to tires, batteries, petroleum cans and tanks, and paint cans will not be collected by the city.
4. The city shall not collect any type of industrial wastes, solid, liquid, hazardous or highly combustible. It shall be unlawful to place industrial waste in any container or receptacle for collection by the city. Industrial waste shall be collected, removed, and disposed of by the operator of the factory or industry creating the same.

C. Animal Waste

1. Animal waste will not be collected by the city.
2. Animal and/or agricultural waste means, principally, the manure and crop residue from various agricultural pursuits including dairying and raising of livestock and poultry. Animal waste also includes, in addition to items mentioned above, waste from stables, kennels, pet pens, chicken coops, veterinary establishments and the like.

D. Solid and Liquid Waste

1. The city will not collect the following types of solid or liquid wastes and it shall be illegal for any person to place any of the following in any container or receptacle or along the city right-of-way or curbside for collection:
 - a. Hazardous refuse and industrial wastes.
 - b. Contagious disease refuse.
 - c. Building materials (refer to items listed in section 50.01)
 - d. ~~Large~~ Any dead animals.
 - e. Any materials, including ashes, containing hot or live coals.
 - f. Motor oils, lubricants, antifreeze, etc.
 - g. Barrels and/or drums.
 - h. Tires.
 - i. Building materials (refer to items listed in section 50.01)
 - j. Any other items that are prohibited from disposal by the county landfill.
2. It shall be the responsibility of the property owner to legally and properly dispose of these items.

Recommendation 10. - Add section 50.11: Discontinuation of Collecting Non-City Issued Roll-out Cart.

Beginning January 1, 2024, the city will no longer pick up non-city issued trash roll-out carts. Residents may purchase additional city-issued containers **at the approved fee schedule rate** when supplies permit through the City's Utility Billing department.



Daniel Richard Miglin

🏠 191 Spring Forest Dr., Statesville, NC 28625

☎ 704.928.7246

✉ MiglinDaniel@yahoo.com

🌐 www.linkedin.com/in/DanielMiglin

Summary

Highly motivated professional with 30+ years of law enforcement experience investigating all types of crimes, internal misconduct, and backgrounds. Expert-level knowledge and experience in grant writing and management for multiple organizations and disciplines. Outstanding work ethic and ability to work with and/or lead strategic initiatives with all levels of government, multi-disciplined community organizations and personnel, and businesses to strengthen communities and proactively prevent criminal activities.

Work Experience

The Ferguson Group, LLC- Washington, District of Columbia

- **2023 to Present: Grants Project Manager-** Researches and identifies prospective funding sources and programs to support clients. Prepares both general and customized funding reports for clients. Authors, prepares, and assists with submission of grant applications to Federal, State, and Foundation funders. Monitors and tracks the release of funding opportunities. Maintain grant calendars for clients.

Diakonos, Inc. (dba Fifth Street Ministries)- Statesville, North Carolina

- **2022 to 2023: Compliance Manager-** Ensures performance goals are being met and accurately reported for 15-20 sources of funding annually at largest non-profit organization in Iredell County focused on ending homelessness, domestic violence, and serving veterans and other people in crisis. Assist Executive Director with grant writing and management, personnel matters, and related tasks as needed.

Mooresville Police Department - Mooresville, North Carolina

- **2017 to 2022: Detective / Criminal Investigations Division -** Conduct advanced investigations for felony and misdemeanor crimes to include crime scene processing, interviews, and executing search and arrest warrants; special emphasis on domestic violence and financial crimes. 2019 - "Barger-Swaney Unsung Hero of the Year". 2021- Nominee for 5th Annual US Attorney General's Award for Distinguished Service in Policing. Retired after 31+ credited years of service in local law enforcement.
- **2015 to 2022: Crime Analyst and Community Outreach -** Develop, coordinate and / or facilitate numerous community outreach programs and training; assist Chief of Police and designees with budget preparation, crime mapping, data analysis, strategic planning, and program development and facilitation; authorized Town representative on numerous local, state, and federal initiatives.

Statesville Police Department - Statesville, North Carolina

- **2014: Captain / Professional Standards Division -** Internal investigations; training and recruitment of officers; developed and facilitated promotional processes; researched and developed Department policies and procedures.

- **2009 to 2014: Sergeant / Multiple Divisions** - Supervised staff; coordinated and led anti-crime initiatives; assisted in management of budgets and operations; developed innovative problem-solving strategies; coordinated and managed specialized department operations such as drug interdiction, gang, and violent crime reduction strategies.
- **2008 to 2009: Captain / Community Services Division** - Managed and assisted sworn and civilian staff; focused on community engagement and developing anti-crime initiatives.
- **2006 to 2008: Lieutenant / Criminal Investigations Division** - Supervised and actively involved in all operations and budgets related to criminal investigations, narcotics, internal affairs, and Special Operations Team. 2007 - "Command Officer of the Year".
- **2003 to 2006: Lieutenant / Training and Personnel Division** - Developed and coordinated all aspects of recruiting, hiring, promotion, equipping, and training of sworn personnel for the Department; researched Department policies and procedures. 2006 - Recipient of Chief's "Citation for Supervisory Excellence".
- **1999 to 2003: Sergeant to Lieutenant / Patrol Division**
- **1992 to 1999: Police Officer to Investigator / Criminal Investigations Division.**

Consultant

Grant Specialist: Since 2004, researched, wrote, and / or managed 176 local, state, and federal grants for multiple law enforcement and non-profit organizations; awarded 72% totaling over \$12.5 million to date. Grants supported 76 new jobs, vehicles, equipment, and training. Currently, contracting with several organizations to provide grant-related services. Experienced peer reviewer with US Department of Justice organizations.

Education

- **Bachelor of Science - Criminal Justice**, 2019; Gardner-Webb University, Shelby, NC.
- **Associate of Applied Science - Business Administration**, 1990; Mitchell Community College, Statesville, NC.

Professional Development

- **Administrative Officer's Management Program (AOMP)**, 2001; North Carolina State University, Raleigh, NC.
- **Advanced Law Enforcement Certificate**, 2001; North Carolina Criminal Justice Education & Training Standards Commission, Raleigh, NC.

Professional Skills

- Intermediate Microsoft Word, Excel, Outlook, and PowerPoint skills.
- Advanced Lexis Nexis / Accurint skills; meticulous researcher and data analyst.
- Excellent written and verbal communication skills; effective public speaker.
- Superior interview, investigation, and documentation skills.
- Critical thinker and active listener; experienced collaborative problem solver.
- Efficient multi-tasker with strong organizational and time management skills.

CONTRACTUAL AGREEMENT

This **CONTRACTUAL AGREEMENT**, hereinafter referred to as "**AGREEMENT**", is hereby made and effective as of **ENTER DATE**, by and between the **City of Lincolnton** with a primary address of 114 West Sycamore St., Lincolnton, NC 28092, hereinafter referred to as "**CITY**", and **Daniel Miglin** with a primary address of 191 Spring Forest Dr., Statesville, NC 28625, hereinafter referred to as "**CONTRACTOR**".

WHEREAS the CITY desires to contract with the CONTRACTOR to perform professional services in accordance with the terms of this AGREEMENT; and

WHEREAS the CONTRACTOR desires to perform professional services for the CITY on an independent contractor basis as set forth in this AGREEMENT.

NOW THEREFORE, in consideration of the above Recitals, which are hereby incorporated into the below AGREEMENT, and in consideration of the mutual promises made herein, the receipt and sufficiency of which are hereby acknowledged, the CITY and CONTRACTOR agree as follows:

Scope of Services: The CONTRACTOR hereby agrees to perform in a manner satisfactory to the CITY the following services:

- A. Actively assist the Chief of Police or his designee(s) in locating and researching state and federal grant funding opportunities and developing compelling proposal(s).
- B. Actively assist the Chief of Police or his designee(s) with preparing timely and detailed grant applications, editing, budget preparation, submissions, and modifications.
- C. Actively assist the Chief of Police or his designee(s) with post-award management tasks, if applicable, to include, but not limited to, grant acceptance, progress reports, claims for reimbursement, audits, site visits, and close-outs. These activities will include training applicable staff in post-award project management processes.

Time and Place of Service: CONTRACTOR and CITY acknowledge and agree that the services performed under this AGREEMENT will be done...

- A. on the day(s) of the week (i.e., Monday through Sunday) to be determined but **not to exceed ten (10) hours per week**, and
- B. at the times of the day to be determined, and
- C. remotely. But, when necessary, at Lincolnton Police Department (LPD) or other location(s) determined by the CONTRACTOR and CITY.
- D. Supporting documentation, such as *Time and Activity Reports*, signed by the CONTRACTOR and authorized representative of LPD will be provided to the CITY along with invoice as indicated under "Compensation".
- E. CONTRACTOR is not required to provide services exclusively to the CITY during the term of this AGREEMENT.
- F. Should either party require a non-emergency postponement or reasonable accommodation to a scheduled training date or time, a written notification (email is sufficient) should be delivered by the requesting party to the other at least forty-eight (48) hours in advance.

Compensation: Upon acceptance of satisfactory performance of the services performed under this AGREEMENT, the CITY agrees to the following:

- A. Payment: CITY will pay to the CONTRACTOR **FIFTY DOLLARS (\$50.00) per hour for all services** performed by the CONTRACTOR as identified in "Scope of Services"; total sum of payments **not to exceed \$500.00 per week or \$14,000 total** during the term of this AGREEMENT. All payments will be made to Daniel R. Miglin (sole proprietor).
- B. Invoices: CONTRACTOR will submit invoices and *Time and Activity Reports* (or the equivalent documentation required by the CITY and / or grant funding entity) monthly, which will describe the

services performed and expenses incurred pursuant to this AGREEMENT. Invoices and supporting documentation will be submitted to and reviewed by the Chief of Police or his designee, and then forwarded to the CITY Finance Department for payment upon approval. **The CITY agrees to make full payment to the CONTRACTOR by the 15th day of the following month** (Ex: Invoice submitted by April 30th; payment issued by May 15th).

- C. Funding: All terms and conditions of this AGREEMENT are dependent upon and subject to the allocation of funds for the purposes set forth and the AGREEMENT shall automatically terminate or be amended accordingly if funds cease to become available.
- D. Multi-Year Contract: The obligations of the CITY hereunder shall not constitute a general obligation indebtedness, or multiple year direct or indirect debt, or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of North Carolina.

Term: The term of this AGREEMENT shall be **from (DATE) to June 30, 2024.**

Termination: The CONTRACTOR may terminate this AGREEMENT at any time by giving the CITY written notice of not less than thirty (30) days. The CITY may terminate this AGREEMENT at any time in the event the CONTRACTOR violates the terms of this AGREEMENT or fails to satisfactorily perform the service as described herein. In the event of termination, payments will be made to CONTRACTOR for all work performed up to the date of termination.

Contingency: In the event the CONTRACTOR or the CITY is unable to perform its duties and obligations in good faith due to an unexpected turn of events like illness, disability, inclement weather, et al., this AGREEMENT may be modified. In such circumstances, the parties will work together to find an amicable resolution.

Notice: Any notice to be given hereunder by either party to the other shall be in writing and shall be deemed given when sent by certified mail.

- A. Notices to the CITY shall be addressed to: Richard Haynes, City Manager c/o City of Lincolnton- 114 West Sycamore St., Lincolnton, NC 28092
- B. Notices to the CONTRACTOR shall be addressed to: Daniel Miglin- 191 Spring Forest Dr., Statesville, NC 28625.
- C. If either party changes its address during the term herein, it shall so advise the other party in writing as herein provided and any notice thereafter provided to be given shall thereafter be sent by certified mail to such new address.

Status: The CITY and CONTRACTOR agree that the CONTRACTOR shall perform the services required of the CONTRACTOR herein set forth provided that the CONTRACTOR is not and will not by virtue of this AGREEMENT acquire the status of an employee, agent, or servant of the CITY.

- A. CONTRACTOR understands and agrees that the CONTRACTOR is not entitled to worker's compensation benefits or other employment benefits and is obligated to pay federal and state income tax on any money earned pursuant to this AGREEMENT; and
- B. CONTRACTOR has and hereby retains control of and supervision over the performance of the CONTRACTOR's obligation hereunder and control over any persons employed or contracted by CONTRACTOR for performing the services hereunder; and
- C. CONTRACTOR does not have the authority to act for the CITY, or bind the CITY in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the CITY; and
- D. CONTRACTOR represents that it is engaged in providing similar services to the public and not required to work exclusively for the CITY; and
- E. All services are to be performed solely at the risk of the CONTRACTOR and CONTRACTOR shall take all precautions necessary for the proper performance thereof; and

- F. CONTRACTOR will not combine its business operations in any way with the CITY's business operations and each party shall maintain their operations separate and distinct.

CITY Responsibilities: In addition to all other obligations contained herein, the CITY agrees to the following:

- A. To provide sufficient access to CITY facilities, record management systems (RMS) and computer-aided dispatch (CAD) systems or equivalent data therefrom, communication networks (email, phone, internet, et al.) and CITY-owned equipment as needed, and personnel necessary to efficiently and effectively perform the services outlined in this AGREEMENT; and
- B. To provide secured office space and sufficient supplies, as itemized and provided to the Chief of Police, needed to store sensitive personnel information, grant-related documentation, and other information mandated by law and / or grant requirements as needed; and
- C. The Chief of Police or authorized designee is responsible for monitoring the CONTRACTOR's performance, approving payment to CONTRACTOR, and for providing evaluation of CONTRACTOR's performance; and
- D. The CITY acknowledges and understands that the award process for federal, state, and local grants is highly competitive and discretionary. Due to funding limitations, awards are not guaranteed despite the quality and content of the application.
- E. The CITY makes no representation as to the minimum or maximum procurement of services by the CONTRACTOR. All activities will be determined by the Chief of Police and CONTRACTOR based on feasibility, practicality, (when necessary) approval of higher authorities, capability, et al.

CONTRACTOR Responsibilities: In addition to all other obligations contained herein, the CONTRACTOR agrees to the following:

- A. The CONTRACTOR's correct taxpayer identification number upon the execution of this AGREEMENT; and
- B. Compliance with all laws, ordinances, codes, rules, regulations, requirements, or other regulatory matters that are applicable to the conduct of the CONTRACTOR's business and work performance under this AGREEMENT; and
- C. Certificates of insurance evidencing the types and amounts of comprehensive automobile, liability and professional liability insurance coverage noted below and naming CITY as an additional insured on those policies as indicated below.

Auto Coverage:

Liability Coverage:

Professional Liability Coverage:

Insurance may not be cancelled without thirty (30) days' prior written notice to the CITY. Cancellation or termination of insurance coverage, or failure to obtain insurance coverage without the CITY's written approval shall constitute a material breach of this AGREEMENT and shall automatically terminate the AGREEMENT; and

- D. Except for the items specified under Paragraph (A) and (B) of "CITY Responsibilities" and/or items otherwise agreed upon in writing by the parties via amendment, CONTRACTOR will provide all tools, labor, and supplies necessary to professionally and timely perform the services; and
- E. His own transportation during the performance of services described in this AGREEMENT; and
- F. Services performed with diligence, promptness, and the highest professional standards in the field to the satisfaction of the CITY; and
- G. A representation and warranty that CONTRACTOR shall require any sub-contractors to comply, at their own expense, with the provisions of all state, local, and federal laws, regulations, and professional standards as indicated for the CONTRACTOR throughout this AGREEMENT.

Warranty: As an independent contractor, the CONTRACTOR will hold the CITY harmless for any liability and personal injury that may occur from or in connection with the performance of this AGREEMENT.

Work Product: Any data, reports, documents, or other things or information provided by the CITY to the CONTRACTOR during the performance of services under this AGREEMENT, and any reports, documentation, or other writings required under the services of this AGREEMENT shall be always and remain the sole property of the CITY. The CONTRACTOR shall return or provide to the CITY such documents, etc. by the completion date and before final payment of compensation herein.

Audit of Records: The CONTRACTOR's records specifically and narrowly related to the scope of the services to be rendered via this AGREEMENT as well as the performance thereof may be audited by the CITY, the funding entity, or duly authorized agent of either entity.

Assignment: This AGREEMENT is for professional services predicated upon the CONTRACTOR's special abilities and knowledge, and shall not be assigned or transferred, in whole or in part, by the CONTRACTOR without written consent of the CITY.

Situs: This AGREEMENT shall be governed by the laws of North Carolina and is entered into in compliance with all State and Federal anti-trust laws.

Severability: If any provision of this AGREEMENT shall be held to be invalid, illegal, unenforceable, or in any conflict with the laws of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Entire Agreement: This AGREEMENT constitutes the entire agreement and understanding between the parties and supersedes any prior agreement or understanding relating to the subject matter of this AGREEMENT.

Modification: This AGREEMENT may be modified or amended only by a duly authorized written instrument executed by the CITY and CONTRACTOR.

IN WITNESS WHEREOF, the CITY and the CONTRACTOR have each executed the AGREEMENT, this the _____ day of November 2023

Richard Haynes, City Manager- City of Lincolnton

Daniel Miglin, Contractor

Pamela McBryde, Finance Director, City of Lincolnton

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

NOVEMBER 2023

CLEARVIEW AI PROPOSAL

Proposal for: LINCOLNTON POLICE DEPARTMENT (NC)

CONTACT INFORMATION

Tina Honeycutt
Account Executive
tina.honeycutt@clearview.ai
980-334-4426



99 Wall Street #5730
New York, N.Y. 10005

www.clearview.ai
info@clearview.ai

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. This proposal contains trade secrets and commercial or financial information that are either specifically exempted from disclosure by statute or are privileged or confidential within the meaning of exemption that is set forth in 5 USC 552 (b) (3) and (4), respectively, of the Freedom of Information Act, 5 USC 552, and the disclosure of which could invoke the criminal sanctions of 18 USC 1905. Source Selection Information-See FAR 2.101 and 3.104

TABLE OF CONTENTS

1.1. Company Overview	3
1.1.1 Capabilities Statement	3
1.2 About Clearview AI	3
1.2.1 NIST: #1 Algorithm Rank in The United States	4
1.2.2 Key Benefits	4
1.3 Security & SOC2 Compliance	5
1.3.1 SOC2 Certification	5
1.3.2 Data Storage & Security	5
1.4 Price Quote	6



99 Wall Street #5730
New York, N.Y. 10005

www.clearview.ai
info@clearview.ai

1.1 CLEARVIEW AI OVERVIEW

1.1.1 CAPABILITIES STATEMENT

Clearview AI's mission is to enhance national security, drastically reduce crime, fraud, and risk to make communities safer and keep commerce secure. In 2019, federal, state, and local police departments across America began using Clearview AI as a solution to help solve crime and ensure public safety. As a platform for intelligence and identity management, it has quickly become a favored resource for law enforcement, helping solve even the most difficult crimes. Today, many law enforcement agencies trust Clearview AI's one-of-a-kind, facial search technology.

Clearview AI's revolutionary investigative platform allows investigators to search any facial image of a suspect, victim, or other person of interest against over 30 billion online images. By using this tool to efficiently process information investigators already possess, Clearview AI helps investigators identify those without a prior arrest record, without an online presence, without a DMV record, or others that would often otherwise go unidentified. Our solutions help to identify persons of interest, criminal offenders, terrorists, human traffickers and child predators. Clearview AI also helps clients accelerate their investigations, meaning they can do more with less.

We appreciate the confidence you have in Clearview AI and welcome the opportunity to work with your agency by providing solutions which help in your mission to solve crimes and ensure National Security. It is our understanding that this procurement can also serve as the basis for sharing intelligence with other fellow domestic and international Public Safety and Intelligence organizations. If awarded this important opportunity, we will leverage our proprietary online database and facial recognition solution to provide a more custom service to meet or exceed your agency and national expectations and to meet regional and national privacy compliance and data protection requirements.

1.2 ABOUT CLEARVIEW AI

Clearview AI is a privately-owned, U.S. based company, dedicated to innovating and providing the most cutting-edge technology to law enforcement to investigate crimes, enhance public safety and provide justice to victims.

We believe law enforcement should have the most cutting-edge technology available to investigate crimes, enhance public safety, and provide justice to victims. And that's why we developed a revolutionary,



99 Wall Street #5730
New York, N.Y. 10005

www.clearview.ai
info@clearview.ai

3

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror, as a result of or in connection with the submission of this data, the Government shall have the right to duplicate use or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from a third party source without restriction. This proposal contains trade secrets and proprietary or financial information that are either specifically exempted from disclosure by statute or are privileged or confidential within the meaning of exemption that is set forth in 5 U.S.C. 552 (b) (4) and (A), respectively, of the Freedom of Information Act, 5 U.S.C. 552, and the disclosing of which could result in the offense sanctioned by 18 U.S.C. 1905, regarding Selection Information See FAR 2.101 and 2.104.

web-based intelligence platform for law enforcement to use as a tool to help generate high-quality investigative leads. Our platform, powered by facial recognition technology, includes the largest known database of facial images sourced from public-only web sources, including news media, mugshot websites, public social media, and other open sources.

Our solutions allow agencies to gain intelligence and disrupt crime by revealing leads, insights and relationships to help investigators solve both simple and complex crimes, increase officer and public safety, and keep our communities and families safer.

1.2.1 NIST: #1 ALGORITHM RANK IN THE UNITED STATES

Clearview AI's first algorithm submission to NIST's latest Face Recognition Vendor Test ("FRVT") ranked #1 in the U.S. for its performance in matching Visa Photos (99.81%), Mugshot Photos (99.76%), Visaborder photos (99.7%) and Border Photos (99.42%), and ranked in top five worldwide in all of these categories out of 650 algorithms.

In the most difficult category of facial recognition tests, "Wild Photos", Clearview AI's algorithm ranked #1 in the U.S. and #2 worldwide. In another key test that evaluates demographic accuracy, Clearview AI's algorithm consistently achieved greater than 99% accuracy across all demographics.

Clearview AI has been instrumental in thousands of cases including finding abducted children, identifying endangered dementia cases, and apprehending drug traffickers, sex offenders, and other violent criminals. Our database is the most representative of the population and is not limited to criminal offenders (mugshot database). With over 30 billion publicly available images, Clearview AI's database covers a multitude of ages, ethnicities, and physical characteristics.

1.2.2 KEY BENEFITS

- **HIGHLY EFFICIENT** Allows agencies to address manpower and resource deficiencies by providing high-probability investigative leads within a few seconds versus days or months.
- **INCREASE OFFICER, VICTIM + PUBLIC SAFETY** Uncover actionable intelligence with powerful tools to create cold case notification alerts. Support intelligence to validate suspect, victim and person of interest identities that is often impossible using legacy identity tools.
- **DATA YOU CAN'T FIND ANYWHERE ELSE** Clearview AI is the only facial recognition company that provides billions of faces captured on the open web and "in the wild", offering the highest probability of a successful match using the Clearview AI patented neural network algorithm and accuracy across all demographics.



99 Wall Street #5730
New York, N.Y. 10005

www.clearview.ai
info@clearview.ai

4

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. This proposal contains trade secrets and commercial or financial information that are either specifically exempted from disclosure by statute or are privileged or confidential within the meaning of exemption (b) (5) of FOIA, 5 U.S.C. 552 (b) (5) and (4), respectively, of the Freedom of Information Act, 5 U.S.C. 552, and the disclosure of which would violate the criminal sanctions of 18 U.S.C. 1905. Review Select all information See FAR 2.101 and 2.104

- **CUSTOMIZABLE GALLERIES** Users can import their own private, customized facial datasets such as mugshot repositories, customized watchlists, or any other facial database
- **30+ BILLION FACIAL IMAGE DATABASE** Clearview AI images are sourced from social media posts, personal and professional websites, news articles, online mugshots, criminal databases, public record sites and thousands of other open sources.

1.3 SECURITY & SOC2 COMPLIANCE

1.3.1 SOC2 CERTIFICATION

Clearview AI has successfully completed its System and Organization Controls 2 (SOC 2) examination certifying the company maintains effective controls over the security and processing integrity of its clients' data. The examination was conducted by BARR Advisory, P.A.

SOC 2 is an auditing procedure conducted by licensed and regulated certified public accountants that rigorously reviews data service providers to ensure the secure management and accurate processing of data. It is widely considered the highest standard of cybersecurity certification and is intended to protect company's interests and intellectual property when they engage data service providers.

The American Institute of CPAs (AICPA) outlines principles and criteria for SOC 2 examinations which include exacting standards for security, cybersecurity, availability, process integrity and confidentiality.

1.3.2 DATA STORAGE & SECURITY

We recognize that data storage and security concerns are of tremendous importance to public safety agencies. We protect data in four ways:

- Routine automated code scans pinpoint vulnerabilities or dependencies within our source code. We patch every issue upon discovery.
- Regular professional code audits and a bug bounty program with an industry-leading provider.
- Encrypt all traffic to the latest TLS specifications and protect it with Cloudflare reverse proxy technology as it is routed through Clearview AI's secure data center.

Store data on multiple servers inside a secured data center in Northern Virginia with internal levels of access control.



99 Wall Street #5730
New York, N.Y. 10005

www.clearview.ai
info@clearview.ai

5

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror, as a result of or in connection with the submission of this data, the Government shall have the right to duplicate, use, or disclose this data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. This proposal contains trade secrets and commercial or financial information that is either specifically identified as being disclosed by statute or is privileged or confidential within the meaning or exemption that is set forth in 5 USC 552 (b) (1) and (4), respectively, of the Freedom of Information Act, 5 USC 552, and the disclosure of which could result in the disclosure of 15 USC 1605, Source Selection Information See FAR 2.101 and 2.104.

1.4 PRICE QUOTE

CUSTOMER INFORMATION

Chief Brian Greene
Lincolnton Police Department (NC)
kharrington@lincolnsheriff.org

CLEARVIEW AI INFORMATION

Tina Honeycutt
tina.honeycutt@clearview.ai
980-334-4426

QUOTE DETAILS

Today's Date: 11/1/2023

Quote Expiration: 1/20/2024

ONE-TIME FEES			
CLEARVIEW AI PROFESSIONAL SERVICES - ONE-TIME FEES	QTY (If Applicable)	LIST PRICE	DISCOUNTED PRICE TO LPD
IMPI: Implementation Services		\$25,000	\$500
HDS2: Premium Help Desk Support		\$14,500	WAIVED
TOTAL ONE-TIME FEES		\$39,500	\$500



99 Wall Street #5730
New York, N.Y. 10005

www.clearview.ai
info@clearview.ai

6

This document includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. This proposal contains trade secrets and commercial or financial information that are either specifically exempted from disclosure by statute or are otherwise exempted from disclosure within the meaning of exemption that is set forth in 5 U.S.C. 552 (b) (3) and (4), respectively, of the Freedom of Information Act (5 U.S.C. 552), and the disclosure of which could result in the criminal sanctions of 18 U.S.C. 1905. Source: Algorithm Information Sys FAR 3.101 and 3.104.

RECURRING FEES

CLEARVIEW AI SAAS SERVICES RECURRING FEES	QTY (If Applicable)	PRICE PER YEAR FOR 3 YEAR AGREEMENT**	PRICE FOR 1 YEAR AGREEMENT
Small Agency 1: Pro Package	3	\$4,320	\$4,752
Small Agency 2: Pro Package	4	\$5,320	\$5,852
Small Agency 3: Pro Package	5	\$6,320	\$6,952
Small Agency 4: Pro Package	7	\$7,320	\$8,052

***NOTE: With a 3 year agreement, the \$500 one-time fee is waived.**



99 Wall Street #5730
New York, N.Y. 10005

www.clearview.ai
info@clearview.ai

7

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal. If, however, a contract is awarded to the offeror as a result of or in connection with the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is purchased from another source without restriction. This proposal contains trade secrets and commercial or financial information that are either specifically designated as confidential by statute or are privileged or confidential within the meaning of the exemption that is set forth in 5 USC 552 (b) (3) and (4), respectively, of the Freedom of Information Act, 5 U.S.C. 552, and the disclosure of which could implicate the national defense of 18 USC 1955. Source Selection Information See FAR 2.101 and 2.104.

SAMPLE - 3 YEAR PAYMENT SCHEDULE

3 licenses - Pro

DETAILS OF PAYMENTS & DUE DATES	3 year price lock Agreement	12 month agreement
Year 1 Payment for 3 licenses, due on EFFECTIVE DATE	\$4,320	\$4,752
**One-Time Setup and configuration fee	\$500	\$500
Year 1 Payment for 3 licenses, due on EFFECTIVE DATE	\$4,320	NA
Year 1 Payment for 3 licenses, due on EFFECTIVE DATE	\$4,320	NA
TOTAL FOR 3 YEARS AND ONE-TIME FEE WHEN PAYING ANNUALLY	\$12,960	\$5,252
**OPTIONAL: Discount if you pay 3 years upfront	-\$1,296	NA
Grand Total if you chose the option to pay 3 years upfront	\$11,664	NA

4 licenses - Pro

DETAILS OF PAYMENTS & DUE DATES	3 year price lock Agreement	12 month agreement
Year 1 Payment for 4 licenses, due on EFFECTIVE DATE	\$5,320	\$5,852
**One-Time Setup and configuration fee	\$500	\$500
Year 1 Payment for 4 licenses, due on EFFECTIVE DATE	\$5,320	NA
Year 1 Payment for 4 licenses, due on EFFECTIVE DATE	\$5,320	NA
TOTAL FOR 3 YEARS AND ONE-TIME FEE WHEN PAYING ANNUALLY	\$15,960	\$6,352
**OPTIONAL: Discount if you pay 3 years upfront	-\$1,596	NA
Grand Total if you chose the option to pay 3 years upfront	\$14,364	NA



99 Wall Street #5730
New York, N.Y. 10005

www.clearview.ai
info@clearview.ai

8

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the Government shall have the right to duplicate, use, or disclose this data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information appearing in this data if it is obtained from another source without restriction. This document contains trade secrets and commercial or financial information that are either specifically exempted from disclosure by statute or are privileged or confidential within the meaning of exemption that is set forth in 5 U.S.C. 552 (b) (3) and (3), respectively of the Freedom of Information Act, 5 U.S.C. 552, and the disclosure of which could involve the criminal sanctions of 18 U.S.C. 1905, Source Selection Information See FAR 2.101 and 2.104.

5 licenses - Pro		
DETAILS OF PAYMENTS & DUE DATES	3 year price lock Agreement	12 month agreement
Year 1 Payment for 5 licenses, due on EFFECTIVE DATE	\$6,320	\$6,952
**One-Time Setup and configuration fee	\$500	\$500
Year 1 Payment for 5 licenses, due on EFFECTIVE DATE	\$6,320	NA
Year 1 Payment for 5 licenses, due on EFFECTIVE DATE	\$6,320	NA
TOTAL FOR 3 YEARS AND ONE-TIME FEE WHEN PAYING ANNUALLY	\$18,960	\$7,452
**OPTIONAL: Discount if you pay 3 years upfront	-\$1,896	NA
Grand Total if you chose the option to pay 3 years upfront	\$17,064	NA

7 licenses - Pro		
DETAILS OF PAYMENTS & DUE DATES	3 year price lock Agreement	12 month agreement
Year 1 Payment for 7 licenses, due on EFFECTIVE DATE	\$7,320	\$8,052
**One-Time Setup and configuration fee	\$500	\$500
Year 1 Payment for 7 licenses, due on EFFECTIVE DATE	\$7,320	NA
Year 1 Payment for 7 licenses, due on EFFECTIVE DATE	\$7,320	NA
TOTAL FOR 3 YEARS AND ONE-TIME FEE WHEN PAYING ANNUALLY	\$21,960	\$8,552
**OPTIONAL: Discount if you pay 3 years upfront	-\$2,196	NA
Grand Total if you chose the option to pay 3 years upfront	\$19,764	NA



99 Wall Street #5730
New York, N.Y. 10005

www.clearview.ai
info@clearview.ai

9

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data that is obtained from another source without restriction. This proposal contains trade secrets and commercial or financial information that are either specifically exempted from disclosure by statute or are privileged or confidential within the meaning of exemption (b)(3) or (b)(4), respectively, of the Freedom of Information Act, 5 U.S.C. 552, and the disclosure of which could constitute a criminal violation of 18 U.S.C. 1935. Source Selection Information See FAR 2.101-2 and 2.101-3.

Core & Pro features

Core functionality:

- **Core functions and capabilities necessary to perform facial identification and generate high-quality investigative leads.**
- **Access to #1 ranked facial recognition platform to aid in the identification & investigation of persons of interest.**
- **Access the largest known database of 30+ billion facial images sourced from public-only web sources, including new media, mugshot websites, public social media, & many other open sources.**
- **Use your own database of images with private galleries (i.e. mugshots)**
- **Platform upgrades that are deployed on a regular basis**
- **Basic Support via email and chat offered Monday-Friday, between 9a-5p EST.**
- **An assigned Customer Success Manager to assist you.**

Pro features:

- **Premium features that offer advanced functionality for facial analysis, providing significant improvements to intelligence gathering -- All Basic package features, plus:**
- **[Currently Implemented]. Still Image Enhancement: Extract the highest quality images from video footage and eliminate the need to capture, crop, and upload screenshots during an investigation.**
- **[Currently Implemented]. Image Enhancement: Improve the quality of a probe image to achieve better results. Features include cropping, rotating, brightening, flipping, and sharpening the probe image.**
- **[Future Implementation]. Photo Lineup: Generate a six pack of highly similar faces for more reliable eyewitness identification.**
- **[Future Implementation]. Deconfliction: Enhance interagency collaboration and information sharing**
- **Advanced Support: Engineering resource available for deployment guidance, integration support, and issue review and resolution.**



99 Wall Street #5730
New York, N.Y. 10005

www.clearview.ai
info@clearview.ai

10

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disseminated in whole or in part for any purpose other than to evaluate this proposal. If however a contract is awarded to this offeror as a result of or in connection with the solicitation of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. This proposal contains trade secrets and commercial or financial information that are either lawfully exempted from disclosure by 5 U.S.C. 552 (b)(4) or are privileged or confidential within the meaning of information that is set forth in 5 U.S.C. 552 (b)(3) and (5), respectively of the Freedom of Information Act (5 U.S.C. 552), and the disclosure of which could involve the criminal sanctions of 18 U.S.C. 1905, Source Selection Information See FAR 1.101 and 1.104.

We offer 3 year price lock agreements. This option allows you to budget for 3 years without the risk of a pricing increase. With the 3 year price lock agreement, you have a couple of options:

- You will be invoiced for Year 1. At the end of Year 1, if you do not have funding for year 2, you will notify us in writing. You will not have access to the platform and will not have to pay for year 2. At the end of year 2, when you have funding, you can come back onto the platform at the locked in rate.
 - Year 1: Invoiced upon execution of agreement
 - Year 2: Invoiced on year 1 anniversary of agreement execution
 - Year 3: Invoiced on year 2 anniversary of agreement execution
- If you pay all 3 years upfront a discount is applied
 - Years 1, 2, and 3 total
 - Discount for Paying ALL 3 years upfront: -\$discount
 - Total Due if paying ALL 3 years upfront: \$Grand Total Due
- I am able to prorate months to get you to a budget year
- We have a sole source statement; but we can procure through a contract vehicle if your agency requires that. ***Please be aware of an additional 10% fee associated with using the contract vehicle.***

If you decide to move forward with a formal agreement, I need to know the following to prepare it:

- **Which type of renewal works best for your agency?**
 - **1 year agreement**
 - **3 year price lock**
 - **Pay ALL 3 years upfront**
- **Billing Contact: Name/Phone/Email**
- **Primary Admin: Name/Rank/Phone/Email**
- **Signatory: Name/Rank/Phone/Email**



99 Wall Street #5730
New York, N.Y. 10005

www.clearview.ai
info@clearview.ai

11

Please Note: The price quote is not binding unless and until the parties execute an Order Form, including the Clearview Terms of Service and User Code of Conduct.

Search results established through Clearview AI and its related systems and technologies are indicative not definitive. Clearview AI, Inc. makes no guarantees as to the accuracy of its search-identification software. Law enforcement professionals must conduct further research in order to verify identities or other data generated by the Clearview AI system. Clearview AI is neither designed nor intended to be used as a single-source system for establishing the identity of an individual. In no event shall Clearview AI be liable for any misuse, negligence or misconduct by Customer in its use of the Clearview AI technologies. This contract is subject to and is incorporated by reference into the Clearview AI, Inc. Terms of Service and User Code of Conduct, located <https://www.clearview.ai/terms-of-service>. To the extent any terms or provisions of this price proposal conflicts with the Order Form, the Order Form shall control.



99 Wall Street #5730
New York, N.Y. 10005

www.clearview.ai
info@clearview.ai

12

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. This proposal contains trade secrets and commercial or financial information that are either specifically exempted from disclosure by statute or are privileged or confidential within the meaning of exemption that is set forth in 5 U.S.C. 552 (b) (3) and (4), respectively, of the Freedom of Information Act, 5 U.S.C. 551, and the disclosure of which could involve the criminal sanctions of 18 U.S.C. 303, Source Selection Information. See FAR 2.101 and 2.104.

Best Practices for False Alarms – International Association of Chiefs of Police and Security Industry Alarm Coalition

1. ECC – Enhanced Call Confirmation (previously called ECV – Enhanced Call Verification), commonly referred to as two-call confirmation. Whether by ordinance or policy, a requirement for alarm monitoring centers to make two calls to two different numbers (one typically a cell phone) prior to calling the PSAP in an effort to determine the cause of the alarm and whether or not a dispatch is required. This practice was endorsed by the IACP general membership via resolution in 2002.
2. Requiring Alarm Permits w/fees – Registration of these systems is critical for the effective management of alarm programs. By recording system owner information you have responsible party documentation for fines/renewals/policy or ordinance change notifications. Special Note: We DO NOT recommend a “No permit, No Response” provision in an ordinance. As a public safety issue, all alarms calls should receive law enforcement response, unless previously suspended by ordinance provision. You can always cite a person for not having a permit on file after the response.
3. Free responses/Fines – Setting reasonable fines for alarm dispatches can be a significant deterrent to the occasional offender. Allowing a maximum of two free responses before incurring fines is advisable. When combined with restricting response to abusers, a reasonable fine structure will accomplish all reduction goals and allow for higher collection rates. Greater reductions will occur when setting free responses to one or zero.
4. Ceasing Response to Chronic Abusers – Law enforcement should stop responding to chronic abusers. It has been determined that many will just “write checks” to cover police response (these typically are most of your worst offenders). An agency should establish a response cut-off point at 3, 5 or less, whatever may be politically supported. Proper notice should be sent to the owner/premise with a right to appeal and/or take corrective action for reinstatement. Note: 85% of users have NO dispatches per year; the next 8% will only have one and less than 0.5% of the permit holders will ever lose response.
5. Accepting Cancellations – It has been determined that there is no practical value in continuing on an alarm dispatch if the party that originally requested the dispatch determines through customer contact or verified electronic means that the response is unnecessary and not needed. If the call is cancelled prior to law enforcement arriving at the location, the event should not be classified as a “false alarm” for the purpose of an alarm response count or fine.

Proposed Fee Schedule for False Alarms.

Alarm Permit Fee: \$25.00

False Alarms

Third false alarm	\$50.00
Fourth and fifth false alarms	\$100.00 per occurrence
Sixth and seventh false alarms	\$200.00 per occurrence
Eighth and ninth false alarms	\$300.00 per occurrence
Tenth and over false alarms	\$500.00 per occurrence (If service not stopped for verified only)

Failure to register/Unregistered Alarm Fee: \$50.00 – First time can be waived if Alarm User obtains a permit.

CITY OF LINCOLNTON, NORTH CAROLINA

ALARM ORDINANCE

WHEREAS, this ordinance addresses the finding that excessive false alarms unduly burden the Lincolnton Police Department's law enforcement resources, and

WHEREAS, the purpose of this ordinance is to establish reasonable standards for users, to ensure that alarm owners are held responsible for the proper operation of their alarm systems, and

WHEREAS, Public Safety agencies recognize the significant burdens placed on state and local law enforcement resources due to responding to false alarm calls, and

WHEREAS, properly installed, monitored and operated alarm systems are effective tools which can identify criminal offenses in progress, and will lead to a reduction in the incidents of false alarms as well as enhance the safety of responding law enforcement officers, and

WHEREAS, governments and private companies wish to make the most effective use of their resources, and

WHEREAS, reduction of false alarms and clearly defined alarm user responsibilities are to the benefit of all parties,

NOW THEREFORE, this ordinance is established to set reasonable standards for users, ensure that alarm owners are held responsible for their use of alarm systems, and to encourage the use of security systems and best practices.

CHAPTER 92: FALSE ALARMS

Section

92.01	Purpose
92.02	Definitions
92.03	Alarm permit
92.04	Duties of the alarm user
92.05	Duties of the alarm company
92.06	Prohibited acts
92.07	Enforcement of provisions
92.08	Alarm user awareness class
92.09	Appeals
92.10	Confidentiality
92.11	Government immunity
92.12	Severability

§ 92.01 PURPOSE.

(A) The purpose of this chapter is to encourage alarm users and alarm companies to properly use and maintain the operational effectiveness of alarm systems and reduce or eliminate false alarms; thereby reducing unnecessary use of limited police resources and hidden costs associated with investigating alarms that result as false.

(B) This section governs alarm systems intended to summon law enforcement, and requires registration, establishes fees, provides penalties for violations, establishes a system of administration, and sets conditions for suspension of response or revocation of registration.

§ 92.02 DEFINITIONS.

The following words, terms and phrases, when used in this ordinance, shall have the meanings ascribed to them, except where the context clearly indicates a different meaning:

Alarm company means a person, company, firm, or corporation which has the contractual agreement with the alarm user and is subject to the licensing requirements, and engaged in selling, leasing, installing, servicing or monitoring alarm systems; this entity shall be licensed in compliance with city, county and state laws.

Alarm Event means an alarm system activation, to which law enforcement is requested to respond.

Alarm permit means a permit issued to an alarm user by the City allowing the operation of an alarm system within the City.

Alarm system means an assembly of equipment installed at a fixed location designed to detect and/or verify an occurrence of an illegal or unauthorized entry or other activity to which law enforcement is requested to respond.

Alarm user means any person, corporation, partnership, proprietorship, governmental or

educational entity or any other entity owning, leasing, or operating an alarm system, or on whose premises an alarm system is maintained for the protection of such premises.

Alarm User Awareness Class means a class conducted for the purpose of educating alarm users about the responsible use, operation, maintenance of alarm systems and effective verification and false alarm reduction strategies.

Cancellation means that the alarm company provides notification that response by law enforcement is no longer being requested. If cancellation occurs prior to law enforcement arriving at the scene, this is not a false alarm for the purpose of civil penalty, and no penalty will be assessed.

City means the City of Lincolnton or its agent.

Enhanced Call Confirmation (formerly known as ECV - Enhanced Call Verification or "2-call") means an attempt by the alarm system monitoring company to contact the alarm site and/or alarm user, to determine whether an alarm event is valid before requesting law enforcement response. A second call will be made to contact the alarm user if the first attempt fails. EXCEPT:

- a) as defined by ANSI/TMA CS V 01 current version, in case of a fire, panic, robbery-in-progress alarm or verified alarm, or
- b) as defined by the local jurisdiction or state law.

False alarm means the activation of an alarm system when, upon observation by Law Enforcement, there is no evidence of unauthorized entry, robbery, or other such crime attempted in or on the premises.

Local alarm means an alarm system that is not monitored by a remote monitoring center.

Permit year means a 12-month period beginning on the day and month on which an alarm permit is issued.

Priority Response means an elevated response as established within each jurisdiction such that response to the protected premise is given a higher response compared to other signals that may not be verified. (See Verified Alarm)

Priority Response to a Verified Alarm means that a law enforcement agency having jurisdiction over a location has the autonomy and authority to increase the priority of Verified alarm calls in order to increase the probability of arresting criminal offenders and in reducing the probability of property loss.

Runaway alarm means an alarm system that produces repeated alarm activations that do not appear to be caused by separate human action. Law Enforcement may in its discretion discontinue police responses to alarm activations from what appears to be a runaway alarm.

Verified Alarm shall be defined as an electronic security system event in which a trained central station operator utilizing a standardized protocol has determined the presence of

human(s) and the high probability that a criminal offense is in progress.

§ 92.03 ALARM PERMIT

- (A) **Permit required.** No person shall use an alarm system without first obtaining a permit for such alarm system from the City. A fee may be required for the initial registration and annual renewals. Each alarm permit shall be assigned a unique permit number, and the user shall provide the permit number to the alarm company to facilitate law enforcement dispatch.
- (B) **Application.** The permit shall be requested on an application form provided by the City. An alarm user has the duty to obtain an application from the City.
- (C) **Transfer of possession.** When the possession of the premises at which an alarm system is maintained is transferred, the person (user) obtaining possession of the property shall file an application for an alarm permit within 30 days of obtaining possession of the property. Alarm permits are not transferable.
- (D) **Reporting updated information.** Whenever the information provided on the alarm permit application changes, the alarm user shall provide correct information to the City within 30 days of the change. In addition, each year after the issuance of the permit, permit holders will receive from the City a form requesting updated information. The permit holder shall complete and return this form to the City whether or not any of the requested information has changed; failure to comply will constitute a violation and may result in a civil penalty.
- (E) **Multiple alarm systems.** If an alarm user has one or more alarm systems protecting two or more separate structures having different addresses and/or tenants, a separate permit shall be required for each structure and/or tenant.
- (F) **Type of Verified Alarm system.** If an alarm user has an electronic verified alarm system protecting the premise, the alarm user shall provide the type of verification system used (for example, video verification or audio verification.)
- (G) **Installer of the Alarm System.** The name of service provider that installed the system, or if installed by the alarm user DIY (“do it yourself”) is indicated.
- (H) **Monitoring Agency.** The name of the monitoring station that is monitoring the alarm system or if it is to be monitored by the alarm user MIY (“monitor it yourself”).
- (I) **Permit fees:** Permit fees shall be assessed against an alarm user as per the current fee schedule set by the city council. A new permit for advising of changes to a system will not require a renewal fee for that year.
- (J) **Annual Renewal Permit:** Police response to a property without a valid annual renewal will be subject to the same fine as failing to register.

§ 92.04 DUTIES OF THE ALARM USER

- (A) Maintain the premises and the alarm system in a method that will reduce or eliminate false alarms.
- (B) Provide the alarm company the permit number, (the number must be provided to the communications center by the alarm company to facilitate dispatch).
- (C) Respond or cause a representative to respond to the alarm system's location within a reasonable amount of time when notified by the Lincoln Police Department.
- (D) Not manually activate an alarm for any reason other than an occurrence of an event that the alarm system was intended to report.
- (E) An alarm user must obtain a new permit and pay any associated fees if there is:
 - 1) a change in address or ownership of the location of the alarm system.
- (F) An alarm user must keep current the annual renewal of the alarm permit.
- (G) An alarm user that installs the system themselves (Do It Yourself or DIY) or will be monitoring it themselves (Monitor It Yourself or MIY) is subject to the same duties as described in paragraph (a), (b), and (d) of section § 92.05.

§ 92.05 DUTIES OF THE ALARM COMPANY

- (A) Any person engaged in the alarm business in the city/county shall comply with the following:
 - 1) Obtain and maintain the required state, county and/or city license(s).
 - 2) Provide name, address, and telephone numbers of the alarm company license holder or a designee who can be called in an emergency, 24 hours a day; and be able to respond to an alarm call, when notified, within a reasonable amount of time
 - 3) Be able to provide the most current contact information for the alarm user; and to contact a key holder for a response, if requested.
- (B) Prior to activation of the alarm system, the alarm company must provide instructions explaining the proper operation of the alarm system to the alarm user.
- (C) Provide information of how to obtain service from the alarm company for the alarm system.
- (D) An alarm company responsible for monitoring services shall:

- 1) Ensure the monitoring center utilizes the TMA's ANSI standard CS-V-01: Alarm Confirmation, Verification and Notification Procedures, as applicable, prior to requesting law enforcement response.
- 2) Provide alarm user registration number to the communications center to facilitate dispatch and/or cancellations.
- 3) Communicate any available information regarding specifics of the alarm event.
- 4) Communicate a cancellation to the law enforcement communications center as soon as possible following a determination that response is unnecessary.

§ 92.06 PROHIBITED ACTS

- (A) It shall be unlawful to activate an alarm system for the purpose of summoning law enforcement when no burglary, robbery, or other crime dangerous to life or property is being committed or attempted on the premises, or otherwise to cause a false alarm.
- (B) It shall be unlawful to install, maintain, or use an audible alarm system which can sound continually for more than 15 minutes.

§ 92.07 ENFORCEMENT OF PROVISIONS

- (A) **Excessive false alarms.** It is hereby found and determined that three or more false alarms within a permit year is excessive, constitutes a public nuisance, and shall be unlawful. Civil penalties for false alarms within a permit year shall be assessed against an alarm user as per the current fee schedule set by the city council.

Third false alarm	as set forth in the fee schedule
Fourth and fifth false alarms	as set forth in the fee schedule
Sixth and seventh false alarms	as set forth in the fee schedule
Eighth and ninth false alarms	as set forth in the fee schedule
Tenth false alarm	Police response will be restricted to verified alarms only. Alarm user will install an approved alarm system with video, audio, or other approved verification technology. The alarm system will monitored in accordance with CS-V-01 standards

- (B) **Failure to register or failure to have current renewal.** Failure to register or renew an alarm permit shall be unlawful. Civil penalties for failure to register or renew an alarm permit shall be assessed against the alarm user as per the current fee schedule set by the city council.

(C) **Payment of Civil Penalty(ies).** Civil penalty(ies) shall be paid within (30) days from the date of the invoice.

(D) **Discontinuance of law enforcement response.** The failure of an alarm user to make payment of any civil penalty(ies) assessed under this ordinance within 30 days from the date of the invoice shall result in discontinuance of law enforcement response to alarm signals that may occur at the premises described in the alarm user's permit until payment is received.

(E) **Other Civil Penalty(ies).** Violations will be enforced through the assessment of civil penalty(ies) set by the city council.

(F) **Civil Non criminal violation.** A violation of any of the provisions of this ordinance shall be a civil violation and shall not constitute a misdemeanor or infraction.

§ 92.08 ALARM USER AWARENESS CLASS.

(A) **Alarm User Awareness Class.** The City may establish an Alarm User Awareness Class and may request the assistance of the area alarm companies to assist in developing and conducting the class. The class shall inform alarm users of the problems created by false alarms and instruct alarm users how to help reduce false alarms. The City may grant the option of attending a class in lieu of paying one assessed fine, not to exceed \$100. As part of this class, information pertaining to security systems that may also provide a verified alarm to the police shall be provided. Alternatively, the class can be delivered to the user as an online training module.

§ 92.09 APPEALS

(A) **Appeals process.** Assessments of civil penalty(ies) and other enforcement decisions made under this ordinance may be appealed by filing a written notice of appeal with the Lincoln Police Department within 30 days after the date of notification of the assessment of civil penalty(ies) or other enforcement decision. The failure to give notice of appeal within this time period shall constitute a waiver of the right to contest the assessment of penalty(ies) or other enforcement decision. Appeals shall be heard through an administrative process established by the City. The hearing officer's decision is subject to review in the district court by proceedings in the nature of certiorari.

(B) **Appeal standard.** The hearing officer shall review an appeal from the assessment of civil penalty(ies) or other enforcement decisions using a preponderance of the evidence standard. Notwithstanding a determination that the preponderance of the evidence supports the assessment of civil penalty(ies) or other enforcement decision, the hearing officer shall have the discretion to dismiss or reduce civil penalty(ies) or reverse any other enforcement decision where warranted.

§ 92.10 CONFIDENTIALITY

In the interest of public safety, all information contained in and gathered through the alarm registration applications, no response records, applications for appeals and any other alarm records shall be held in confidence by all employees and/or representatives of the City.

§ 92.11 GOVERNMENT IMMUNITY

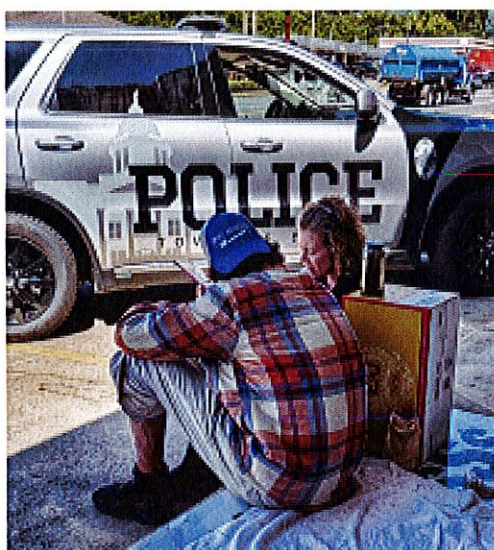
Alarm registration is not intended to, nor will it, create a contract, duty or obligation, either expressed or implied, of response. Any and all liability and consequential damage resulting from the failure to respond to a notification is hereby disclaimed and governmental immunity as provided by law is retained. By applying for an alarm registration, the alarm user acknowledges that the Lincolnton Police Department response may be influenced by factors such as: the availability of police units, priority of calls, weather conditions, traffic conditions, emergency conditions, staffing levels and prior response history.

§ 92.12 SEVERABILITY

The provisions of this ordinance are severable. If a court determines that a word, phrase, clause, sentence, paragraph, subsection, section, or other provision is invalid or that the application of any part of the provision to any person or circumstance is invalid, the remaining provisions and the application of those provisions to other persons or circumstances are not affected by that decision.

This ordinance shall take effect on __, 20__

CARE





A Case for Embedded Police Social Workers in Rural Communities

Partnering with social workers can improve the immediate response to crisis

situations and enhance the ability to follow up with individuals after a crisis, hopefully reducing the likelihood of future crisis situations. Other potential benefits include **increased access to care, efficiency of officer time, improved collaboration and communication between the police department and behavioral health practitioners, and decreased arrests, use of force, and repeat calls for service** (Krider et al., 2020). National Association of Social Workers CEO Angelo McClain argued in 2020 that having social workers involved can help police excel at their mission to protect and serve their communities.

When considering the various alternative responder models, an embedded police social worker allows an agency to **start small and build**. The initial social work support can come in the form of a BSW or MSW student, or by hiring a single full-time position. Social workers who work within law enforcement agencies develop a deeper understanding of law enforcement culture, as well as an understanding of the limitations that officers face when responding to calls. In contrast to crisis response models, **embedded social workers can support clients more long-term**, building trusting relationships that allow them to provide follow up care and effective referrals to additional services that may be needed. As they are embedded within local communities, and serve the same jurisdiction as the agency with which they work, their response times can also be significantly shorter than regional crisis response teams that serve large rural

areas.

At the same time, embedded police social workers can **support effective coordination of additional community services**. Rather than replacing existing services, police social workers can provide a key connection point for crisis response teams, behavioral health and addiction treatment programs, homeless services, domestic violence and sexual assault agencies, and individuals in the community who interact with law enforcement. For rural areas, this model is perhaps the most cost-effective and has the greatest return of investment in time and energy spent building the program.



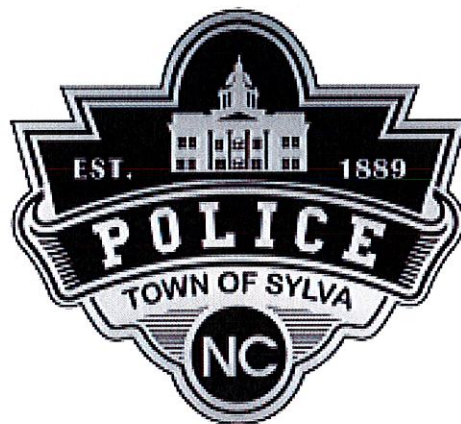
estern Carolina University (WCU)

is located

in Jackson County, North Carolina,
one of

the seven western-most counties
in the

state. The nearest incorporated town, **Sylva**, is home to approximately 2,700 year-round residents, while the campus hosts approximately 8,200 undergraduate and graduate students. **Jackson County**, like many rural areas across the U.S., is underserved in terms of both medical and mental health resources (Health Resources



& Services Administration [HRSA], 2020). The **Sylva Police Department** (Sylva PD) employs 15 sworn police officers and one civilian police clerk. In 2021, in addition to traffic stops and other law enforcement activities, officers responded to 29 drug overdoses and 35 domestic incidents, and conducted 90 health/welfare checks and 55 involuntary commitments (Sylva PD, 2022).

In the spring of 2021, we approached **Chief Chris Hatton** to see if the Sylva PD would be open to partnering with the WCU Department of Social Work. We knew that Hatton had a community-oriented perspective on policing; according to his message on the department's website, he believes that Sylva PD is "truly a community policing agency. While handcuffs and citations have their place in our profession, we believe that policing is a lot more than that alone" (Sylva PD, 2022, para. 3). The small size of the department was both a challenge and an opportunity; while the likelihood of a department of 15 having funding to develop a crisis intervention team or alternative response program is minimal, we felt hopeful that if a pilot program could be developed, we would be able to relatively quickly assess the potential buy-in—and outcomes of the partnership.

Program Development

The first social work intern was placed with the Sylva PD in the fall of 2021, and completed a 400-hour BSW-level internship. The first half of the student's placement was dedicated to program development; he completed a SWOT analysis, identifying the strengths, weaknesses, opportunities, and threats within the department that would impact this program. (See Appendix B for Chris' initial SWOT analysis and Appendix C for a template for completing your own.) He talked with officers about their perspectives on working with a social worker, and engaged with human services organizations in the community to request their input and buy-in. Hatton and the student worked together to name the role—the Community Care Liaison—and begin to set up processes and procedures. (Later, the position was renamed the Community Care Coordinator to reflect the expanded role of the program.)

In October of 2021, Chief Hatton shared a newly-created referral form with officers; the first weekend it was in use, the officers submitted four referrals for community members they felt might benefit from talking with a social work student (Town of Sylva, 2022). In the first year of the program, Community Care Liaisons worked with dozens of additional community members, assisting primarily with mental health concerns, substance use treatment referrals, and resources and referrals for unhoused individuals, but also providing supports related to domestic violence, immigration, and navigation of the criminal justice system (G. LaVere, personal communication, October 26, 2022).

While Hatton initially envisioned the social work student being limited to a follow-up case management role, he soon saw the benefits of allowing the students to serve in a co-responder role as well. At a recent Town Board meeting, he stated, “I did say that I didn’t want co-responding, I did not want co-responding, but what I have learned is that that is where the magic happens... that’s definitely the direction we’re going” (Town of Sylva, 2022, 52:25).

The mission of the Community Care program is to support the Sylva community by offering voluntary social work services in partnership with law enforcement. The program has five identified objectives:

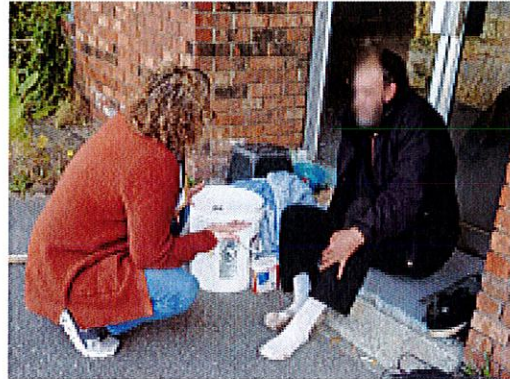


While the program is still very new, initial evidence suggests that these objectives are being met, and that the community, the police department, and the social work students are all experiencing mutual benefit.

Benefits to the Community

Specific Community Care goals will vary from location to location, and are initially set during the planning stages with input from community stakeholders. For the town of Sylva, the primary goal of the Community Care program was to increase access to services for individuals who interacted with law enforcement.

Chief Chris Hatton believes that the program began to benefit community members from the very start (personal communication, November 30, 2022). He shared an anecdote from one of the first clients the Community



Care Liaison worked with, stating that an unhoused individual had community contact with a law enforcement officer who offered to bring him into the department to talk with the Liaison. The individual held out his hands to be handcuffed, stating that he “knew how this worked,” but the officer reassured him that he was being brought in voluntarily, just to talk. Shortly after, the client was crying in the student intern’s office. After being given

lunch and connected with relevant resources, he told the Chief, “No one’s ever treated me this well in a police department before” (C. Hatton, personal communication, December 9, 2021).

More recently, current Community Care Coordinator **Galadriel LaVere**, MSW, LCSWA, shared data collected in the program’s first year, citing successful referrals to peer support, housing programs, and mental health services, among others. She stated that **69% of clients were successfully referred or connected to ongoing services**. “The people that we’ve reached out to are generally very grateful for the assistance,” she told the Town Board of Commissioners (Town of Sylva, 2022, 45:08).

In addition, LaVeré shared that local business owners have voiced strong support. At the same Board of Commissioners meeting, in October of 2022, she stated:

"I've met with a few business owners, and . . . put myself out there visibly to say, you know, if you see somebody that needs assistance, I'm here. I can come sit down, I can talk with them, I can try to help figure this out. And the business owners have voiced great support, they are happy that there's somebody there to just check on people, to say, 'How do we get you out of this situation?'" (Town of Sylva, 2022, 45:38).

Benefits to Law Enforcement

Law enforcement officers employed at the Sylva PD have also expressed strong support for the Community Care program (C. Hatton, personal communication, November 30, 2022). In the long run, Chief Hatton sees **benefits in time and efficiency to his department**, and states that **his officers appreciate the different skill set the social work students bring to interactions with community members in need**. In one such situation, he shared the following:

"The officer said, 'Is the social worker here? Because I don't know what to do.' It was a dementia patient situation, and honestly, it wasn't something that the

police could really handle, but nonetheless it was for us to do . . . we ended up with a good solution for the problem, and Galadriel was a big part of that" (Town of Sylva, 2022, 50:05).

After a year of working with the social work students, Hatton decided that he wanted to get a better sense of the percentage of calls coming in that relate to social issues. In November of 2022, he instituted a system where officers report, at the end of each shift, how many of their calls included poverty, homelessness, substance use, mental health needs, and other social

determinants as underlying factors in the situations that led to police involvement (C. Hatton, personal communication, November 30, 2022).



Over time, **Hatton believes the program will lead to fewer repeat calls, especially those involving unhoused individuals in the community.** “This program’s amazing,” he says. “It’s touching real people, it’s not just stories, and it’s definitely helping the efficiency of the police department as well” (Town of Sylva, 2022, 58:30).

In addition to increasing their awareness of the social determinants described above, Sylva PD officers have the benefit of talking to the Community Care Coordinator about their own emotions and responses to stress. “I thought that addressing officer mental health would be a tough nut to crack, because the chief said he didn’t foresee the officers being comfortable talking about their emotions with me,” stated LaVere. Over time, however, she is seeing a shift. “As we get to know each other, they are naturally becoming more comfortable talking to me about their lives, their families, their work, and other things” (personal communication, November 3, 2022).

Appendix A



Most calls to police departments involve one or more social determinants—like poverty, homelessness, and mental health needs.



20% of police calls for service involve a mental health or substance use crisis.



Social workers are trained to support community members in need, as well as respond to crisis situations.



Social work students complete at least 900 hours of real-world social work practice as part of their MSW education.

JACKSON COUNTY, NORTH CAROLINA



- Like most of Western North Carolina, Jackson County residents have limited access to medical and mental health resources.
- Sylva is the Jackson County seat with 2,700 residents.
- The Sylva Police Department employs 15 sworn police officers.
- Western Carolina University hosts 300 Bachelor and Master of Social Work students.



SYLVA'S COMMUNITY CARE PROGRAM

supports the community by offering voluntary social work services in partnership with local law enforcement.

The Community Care Coordinator works with officers to respond to calls involving poverty, mental health, and substance use concerns, follows up with citizens involved in police calls for service, and connects victims with community services.



PROGRAM OBJECTIVES



Toolbox

Expand the law enforcement toolbox by increasing officer response options beyond arrests, citations, and warnings.



Solutions

Promote long-term solutions for community members in need through connections with appropriate resources.



Safety

Promote safety of officers and community members through increased opportunities for de-escalation and proactive, pre-crisis intervention.



Harm Reduction

Reduce the risk of trauma from negative interactions between law enforcement and community members.



Efficiency

Reduce officer workload and streamline officer workflow.

SINCE THE BEGINNING OF THE COMMUNITY CARE PROGRAM, SYLVA'S POLICE DEPARTMENT HAS EXPERIENCED...



- Decreased calls for welfare checks
- Decreased suspicious person calls
- Decreased repeat calls for the same individuals



- Increased referrals
- Increased partnerships with community agencies
- Increased trust from community members

"This program's amazing. It's touching real people, it's not just stories, and it's definitely helping the efficiency of the police department as well."

- Chris Hatton, Sylva Police Chief

LEARN MORE: Katy Allen, MSW: cmallen@wcu.edu | Cyndy Caravelis, PhD: caravelis@wcu.edu

FUNDING: POTENTIAL NEEDS AND SOURCES



POTENTIAL COSTS, IN ADDITION TO SALARY:

- Phone
- Computer
- Ballistic vest
- Radio
- Patches, shirts, jacket branded with your department name and "Social Worker" • Marketing materials for the program
- Swag with program information on it
- Travel costs to conferences and for trainings
- Reimbursement for any certifications
- Stipend and/or mileage reimbursement for student interns

POTENTIAL FUNDING SOURCES TO CONSIDER:

- Local or regional health foundations
- Community foundations
- Private foundations with criminal justice, mental health, or substance use focus areas • Private donations

We encourage all law enforcement agencies to consider developing partnerships with social workers. If, in this process, your agency wishes to partner with WCU and Community Care, or use the language and logo of the Community Care Program in your grant applications, please reach out to us to establish an MOU.

SAFE INDUSTRIES

Purchase Agreement

Date:

Purchaser's Legal Name(s):

(Please Print)

Address: County:

Contact: Phone Number: Mobile:

(Please Print)

Email:

Year:	Make:	Model:	Truck #:
VIN:		Odometer Reading No Accurate	

Surcharge Disclosure

Final Pricing Shall be Subject to Surcharges Incurred on the Materials and Products Required to Build and Provide your Products. Final Invoices will Include a Line Item Labeled "Surcharge" Along with the Applicable Surcharge Amount. This is not a Negotiable Discussion with Safe Industries as we are Passing Through Costs Required to Build and Provide your Products.

Authorized Purchaser Initials:

Authorized Dealer Initials:

Pursuant to South Carolina Law, this Vehicle is sold by us with the implied warranties. No express warranties are given by our Dealer unless the box beside "Our Used Vehicle Limited Warranty Applies" is marked below. Any warranties by a manufacturer or supplier other than our Dealer are theirs, not ours, and only such manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the Vehicle and the related goods and services.

CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) The information you see on the Buyer's Guide for this Vehicle is part of this contract. Information on the Buyer's Guide overrides any contrary provisions in the contract of sale.

Our Used Vehicle Limited Warranty Applies. We are providing the attached Used Vehicle Limited Warranty in connection with this transaction.

Agreement

This Agreement and any documents which are a part of this transaction or incorporated herein comprise the entire agreement affecting this Retail Purchase Agreement and no other agreement or understanding of any nature concerning the same has been made or entered into or will be recognized. I have read all of the terms and conditions of this Agreement and agree to them as if they were printed above my signature. I further acknowledge receipt of a copy of this Agreement. This Agreement shall not become binding until signed and accepted by an Authorized Dealership Representative.

Purchaser Signature Date

Accepted by Authorized Dealership Representative Date

Warranty Statement

Pricing Structure

(1) Price of Vehicle(s)

(2)

(3)

(4)

(5)

(6)

(7)

(8)

(9)

(10)

(11) Total Price (1-10)	
(12) Performance Bond	
(13) Total (11-12)	
(14) Prepayment Discount	
(15) Less Trade in Allowance	

(16) Total Price (13 minus 14 & 15)	
(17) Deposit (Down Payment)	
(18) Balance Due	

F: 864.845.7176

5031 HWY 153, EASLEY, SC 29642 | P: 864.845.7175 |

www.safeindustries.com

Initial

Additional Agreement Between the Dealer and the Purchaser(s):

1. Terms Used In This Agreement: This Purchase Agreement contains the following words and phrases that appear throughout this Agreement and have particular meanings:

- Agreement - Means all of the pages of this Purchase Agreement together with any documents incorporated into this Agreement by reference,
- whether such reference is made in this Agreement or in the document itself.
- You, Your - Means the Purchaser(s) identified in this Agreement.
- We, Us, Our - Means the Dealer that is identified in this Agreement and its Authorized Representatives.
- Manufacturer - Means the company that manufactured the Vehicle.
- Vehicle - Means the Vehicle that you are purchasing from us as described in this Agreement.
- Trade-In Vehicle - Means the vehicle you are delivering to us as part of this transaction as identified in this Agreement.

2. Preconstruction Meeting: Upon request (at time of order) by either party, a preconstruction conference may be conducted to ascertain and confirm customer requirements with respect to the Apparatus ordered by Buyer. Both parties agree that the pre-build conference will be conducted no later than thirty (30) business days from execution of this Contract.

3. Change Orders: Changes to this contract may be requested by the Buyer after the execution and the acceptance of this contract by the Dealer. Changes will be reviewed for cost and schedule impact by the Dealer and the Buyer. Changes will be sequentially numbered. Change Orders will be prepared by the Dealer and executed by the Buyer. The price of the Apparatus will be adjusted to take into account any Change Orders. Any and all Change Orders may extend the completion and delivery of the Apparatus, and any such extension shall be specified in the applicable change order or the completion and delivery date of the Apparatus shall be altered by the applicable change order. A Change Order shall be required for any and all Changes to the Specification and/or Loose Equipment.

4. Final Inspection: The Dealer requires, and the Buyer agrees, that the unit will be inspected within seven (7) days of notice that the unit has been completed.

5. Delivery Terms:

6. Liquidated Damages: (Please Check One. If Yes Complete the section below): No

Should the delivery of the Apparatus be delayed, the Dealer has agreed to pay as liquidated damages the sum of per day.

Starting days after receipt of signed and accepted Sales Contract by the manufacturer

Starting days after receipt of approved Chassis by the manufacturer

Starting on day

The final payment amount will be adjusted based on the total liquidated damages charges. The liquidated damages clause excludes delays due to war, fire, labor disputes, acts of God, governmental regulations, supplier issues beyond the

Company and/or the manufacturer's reasonable control. Any changes after order submittal, including those made during a pre-construction conference, may void any penalty clauses or require that delivery and penalty be re negotiated in good faith by both parties.

7. Performance Bond: Yes No

As part of the Dealer's obligations under the terms of this contract, the Dealer shall provide a Performance Bond in a form that is acceptable to Buyer and its insurer for an amount equal to 100% of the contract price. The Buyer will not be required to make any payment hereunder until such Bond is provided by the Dealer and approved by Buyer's insurance agent. The price of the performance bond is included in the total Contract amount set forth in this contract. In the event no payment is due until after final delivery and acceptance of the Apparatus, Buyer, in its sole discretion may waive the need for the Performance Bond.

5031 HWY 153, EASLEY, SC 29642 | P: 864.845.7175 |

F: 864.845.7176

www.safeindustries.com

Initial

- 8. Tag On / Additional Orders:** At its sole discretion, the Dealer may allow the terms of this contract to be extended to both the Buyer and similar agencies for the purchase of a similar unit(s) under similar terms for a period of 36 months from the date of the execution of this contract. Should the Dealer choose to exercise this option, it will be permitted to adjust the contract pricing to account for equitable price adjustments associated with the change in the cost of the materials used to produce the unit as well as normal manufacturer yearly price increases. If there are any changes between the unit(s) purchased via this contract and any subsequent orders, those changes must be documented via properly signed and executed change orders, including any necessary price adjustments. If the purchasing agency is not the Buyer, a separate contract will be required to complete the additional purchases. This includes any similar Apparatus, Loose Equipment options, and Service and Warranty Plans.
- 9. Your Representations Regarding the Trade-In Vehicle:** Any Trade-In Vehicle delivered in connection with this transaction shall be accompanied by a Certificate of Title or documents sufficient to enable us to obtain a Certificate of Title to the Trade-In Vehicle in accordance with applicable state law. You warrant that the Trade-In Vehicle delivered to us is properly titled to you, has never been titled as or declared a total loss, salvage, junk, rebuilt, flood, or lemon buyback vehicle; that you have the right to sell or otherwise convey such vehicle; that such vehicle is free and clear of liens or encumbrances, except as may be noted in this Agreement; all emissions control equipment is on the vehicle and in satisfactory working order; and, unless you have told us otherwise, that you have not removed any equipment from the vehicle subsequent to our appraisal and that the odometer reading shown is accurate.
- 10. Trade-In Vehicle Payoff:** If you are delivering a Trade-In Vehicle in connection with this transaction and the actual amount of the Balance Owed on the Trade-In Vehicle is greater than the amount of the Balance Owed as listed in this Agreement, you agree to pay the difference to us. If the actual amount of the Balance Owed is less than the amount listed, we will pay or credit the difference to you.
- 11. Our Appraisal of Your Trade-In Vehicle:** If you are delivering a Trade-In Vehicle to us in connection with this transaction and the delivery will not be made until delivery of the Vehicle being purchased from us, we shall have the right to reappraise your Trade-In Vehicle at the time of delivery. The reappraised amount shall be the amount allowed for the Trade-In Vehicle in this transaction. If you are dissatisfied with the reappraisal, you may cancel this Agreement with full refund of any Deposit/Down Payment, provided that the cancellation occurs prior to you taking delivery of the purchased Vehicle.
- 12. Our Right to Increase the Price:** We may increase the price of the Vehicle after we accept this Agreement if the Trade-In Vehicle is reappraised, new equipment is required by state or federal law, or the increase is caused by state or federal tax rate changes. If the price is increased, you may cancel this Agreement with full refund of any Deposit/Down Payment, provided that the cancellation occurs prior to you taking delivery of the purchased Vehicle.
- 13. Remedies Upon Rightful Cancellation:** You agree that we are not liable for any damages resulting from our failure to deliver the Vehicle if the failure is caused by the manufacturer, an accident, fire, act of nature or any other causes beyond our control. This Agreement may be renegotiated or canceled (with full refund of any Deposit/Down Payment) if the Vehicle is not delivered to you on the date specified. If you have delivered a Trade-In Vehicle to us, the Trade-In Vehicle will be returned to you if we have not already sold it. If we have already sold the Trade-In Vehicle, we will refund the

agreed upon Trade-In Allowance. Regardless of whether we return the Trade-In Vehicle or have already sold it, you shall be responsible for paying to us the Balance Owed on the Trade -In Vehicle if we have paid the Balance Owed to the Lienholder. We may keep any portion of the amount you have paid to us as a Deposit/Down Payment and any Trade -In Allowance we owe to you to offset against the amount you owe us. If the actual amount you owe to us is greater than the amount of the Deposit/Down Payment, you agree to pay the difference to us. If the actual amount you owe is less than the amount of the Deposit/Down Payment, we will pay the difference to you. You are responsible for paying the cost of repairing any damage and any other losses, liabilities, damages, claims, costs and expenses arising out of your use, possession and control of the Vehicle.

5031 HWY 153, EASLEY, SC 29642 | P: 864.845.7175 |

F: 864.845.7176

www.safeindustries.com

Initial

14. Purchaser's Default and Dealer's Remedies: In the event you have agreed to pay the Amount to be Financed in cash or financing is being obtained by you through a credit source of your choice and we do not receive the Amount to be Financed from you at the time of delivery of the Vehicle or on the date promised in this Agreement, you fail to perform any of your other obligations under this Agreement, or you breach any representation or warranty made by you to us, we shall be permitted, at our sole discretion, to the choice of remedies in this Agreement, which may be used separately or together, including: (1) cancel this Purchase Agreement; (2) repossess the Vehicle without notice (if permitted by law); (3) rescind the sales transaction; (4) seek collection for amounts due; (5) retain any cash down payment made by you; and/or (6) in the event that you have delivered a Trade-In Vehicle as part of the consideration for your purchase of the Vehicle from us, to sell such Trade -In Vehicle and reimburse the Dealer out of the proceeds of such sale for any reasonable expenses incurred in connection with preparing and offering the Trade-In Vehicle for sale and any actual damages suffered by us as a result of your default. Regardless of whether we return the Trade-In Vehicle or have already sold it, you shall be responsible for paying to us the Balance Owed on the Trade-In Vehicle if we have paid the Balance Owed to the Lienholder and for any reasonable expenses incurred by us in connection with preparing or reconditioning the Trade-In Vehicle for sale. Any remedies in this Paragraph shall be in addition to, and not in lieu of, any other remedies available under the Purchase Agreement or at law or equity. Any waiver of all or part of a remedy hereunder is not a continuing waiver. If the actual amount you owe to us is greater than the amount of the down payment and/or proceeds from the sale of your Trade -In Vehicle, you agree to pay the difference to us upon demand and if the actual amount you owe is less, then we will pay the difference to you.

15. Governing Law: The terms and conditions of this agreement, including any documents which are a part of this transaction or incorporated herein by reference, and any sale hereunder will be governed by the laws of the state of South Carolina. Each party irrevocably and unconditionally agree that any suit, action, or other legal proceeding arising out of or relating to this agreement will be brought in a court of record of the state of South Carolina.

16. Indemnification: To the extent permitted by applicable law each party agrees to indemnify the other for any damages, costs, expenses or liabilities, including legal fees and costs, arising from or related to a breach of such Party's obligations hereunder.

17. Entire Agreement and Signing Other Documents: This Agreement and any documents which are part of this transaction or incorporated herein by reference comprise the entire agreement affecting this transaction. No other agreement or understanding of any nature has been made or will be recognized. You agree to sign any and all documents necessary to complete the terms of this transaction.

F: 864.845.7176

5031 HWY 153, EASLEY, SC 29642 | P: 864.845.7175 |

www.safeindustries.com

INDUSTRIES SAFE

Lincolnton Fire Department
116 W. Sycamore St.
Lincolnton, NC 28092

February 28, 2024

Safe Industries
Cameron Marler
5031 Hwy. 153
Easley, SC 29642

Chief Heavner:

I hope this letter finds you well. We appreciate your department considering purchasing a fire apparatus from Safe Industries via the manufacturer KME Fire Apparatus. After discussing with you, I wanted to put together different purchasing and payment options for you and your town to review.

The first option would be simply contracting the apparatus and equipment purchase with Safe Industries. We would supply the town with a straightforward contract listing out the apparatus price, equipment price, and other pricing. Once that contract is signed, the apparatus would be contracted through KME Fire Apparatus and payment from the City of Lincolnton would be due on delivery of the apparatus to Lincolnton FD. The signature on the contract would be binding to then allow Safe Industries to order the apparatus from KME Fire Apparatus and no monies would be exchanged till the apparatus is delivered.

The second option would be contracting the apparatus and equipment purchase with Safe Industries while prepaying for the apparatus. Safe Industries would then supply a prepayment discount on the proposal of the apparatus. The City of Lincolnton could also elect to have a performance bond supplied which would be collateral for submitting the payment upfront with the purchase of the apparatus. Many departments take advantage of this opportunity as it can be a substantial discount for prepaying the purchase. Prepayment is due within 15 days of the contract signing.

The third option would be contracting the apparatus and equipment purchase with Safe Industries would consist of the City of Lincolnton attaining a financing option. Some financial institutes, not all, will contract the finance deal with City of Lincolnton and then will prepay the purchase price to Safe Industries and require a performance bond. With this option, the City of Lincolnton is still able to gain the benefits of the prepayment discount and line up the payment structure with the finance institution.

With the prepayment, if any changes are made or any surcharges are passed along, those will be invoiced at delivery and will typically not be needed for payment during the build process. All information listed in this letter is for informational purposes only as contracts would supersede this letter.

Chief Heavner, I hope this brings clarity to the possible purchasing opportunity for the City of Lincolnton.

Sincerely,

Cameron Marler
Apparatus Salesman



North Carolina Cooperative Liquid Assets Securities System

What is North Carolina CLASS?

North Carolina Cooperative Liquid Assets Securities System (North Carolina CLASS) is a commingled investment pool established by interlocal agreement in accordance with North Carolina law permitting local government units to pool idle funds in order to invest such funds and earn interest in accordance with, and as permitted by, the provisions of the N.C.G.S. Section 159-30 or other laws of the State of North Carolina governing the investment of monies of a local government unit. The North Carolina CLASS was organized in 2023 and provides a professionally managed investment program. Funds of the Participants are invested in prime or high-grade, short-term fixed income instruments selected with the goal of providing program safety, liquidity, and competitive rates of return as further defined by the North Carolina CLASS Information Statement.

Who oversees and manages North Carolina CLASS?

Investments made on behalf of the Participants are subject to the overall direction of the North Carolina CLASS Board of Trustees which is comprised of public finance professionals who represent North Carolina local government units that participate in North Carolina CLASS. The Board of Trustees has entered into an Investment Advisor and Administrator Agreement with Public Trust Advisors, LLC. Public Trust is responsible to the Board for all program investment and administrative activities as well as many of the services provided on behalf of the Participants.

How can you participate in North Carolina CLASS?

Enrolling in North Carolina CLASS is simple. After reading the Interlocal Agreement, Indenture of Trust, and Information Statement available at www.ncclass.com, follow these steps:

- 1 Pass a resolution authorizing participation in North Carolina CLASS (a model resolution is provided in the registration packet for your convenience).
- 2 Complete the registration packet that includes a Joinder Agreement to the Interlocal Agreement.
- 3 Submit the above items to the North Carolina CLASS Client Service team for processing at clientservices@ncclass.com.
- 4 Upon review and approval, you will receive confirmation that you have been accepted as a North Carolina CLASS Participant.

NORTH CAROLINA CLASS FEATURES

As a North Carolina CLASS Participant, you have access to many convenient features:

- Same-day liquidity (12:00 p.m. ET cut-off)
- Contributions by wire or ACH
- Secure online access for transactions and account statements
- Professionally managed portfolio
- Competitive daily yields
- Unlimited subaccounts
- No minimum investment requirements
- Dividends applied daily and pay monthly
- No transaction fees*
- Audited annually by an independent auditing firm**
- Dedicated client service representatives available via email or phone on any business day

*You may incur fees associated with wires and/or ACH transactions by your bank, but there will be no transaction fees charged from North Carolina CLASS for such transactions. **External audits may not catch all instances of accounting errors and do not provide an absolute guarantee of accuracy.



What are the objectives of North Carolina CLASS?

Safety

The primary investment objective of North Carolina CLASS is the safety of public funds. The North Carolina CLASS portfolio is professionally managed by a team of investment professionals who are solely focused on the management of public funds nationwide. The North Carolina CLASS has earned S&P Global Ratings' highest money market rating, 'AAAm.' The custodian for North Carolina CLASS is Fifth Third Bank, N.A.

Liquidity

When you invest with North Carolina CLASS, you have access to your funds on any business day. You must notify North Carolina CLASS of your transaction requests by 12:00 p.m. ET via the North Carolina CLASS Online Transaction Portal. By offering daily liquidity, we aim to provide you with the flexibility you need to meet your daily cash needs.

Convenience

To make cash management simple and efficient, North Carolina CLASS includes many features that make it easy to access account information and simplify record keeping. Transactions are conducted via the North Carolina CLASS Online Transaction Portal at www.ncclass.com and may be entered at any time - up to 365 days in advance.

Our dedicated Client Service team is available to assist with any matters related to the administration of your account and can be reached by email at clientservices@ncclass.com or by phone at (866) 200-3536.

Flexibility

Participants may establish multiple North Carolina CLASS accounts to track and parallel their own internal fund accounting structures. You will receive an email notification when your comprehensive monthly statement is available online; statements show your transaction activity, dividend postings, and yield summaries. These statements have been specifically designed to facilitate public sector fund accounting and to establish a clear accounting and audit trail for your investment records.

Competitive Returns

While adhering to the primary objectives of safety and liquidity, North Carolina CLASS strives to provide competitive yields. Dividends are applied daily within each subaccount and are paid at month-end.

Legality

North Carolina CLASS investments are limited to those qualifying for investment under N.C.G.S. Section 159-30.

Have Questions? Contact us or visit www.ncclass.com for more information.



Daniel Klus

Senior Director, Investment Services
dan.klus@ncclass.com
 (984) 278-5006



Justin Wycoff

Director, Investment Services
justin.wycoff@ncclass.com
 (704) 699-0569

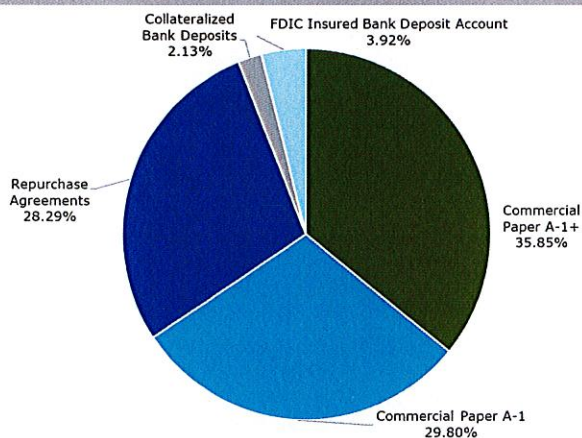
Any financial and/or investment decision should be made only after considerable research, consideration, and involvement with an experienced professional engaged for the specific purpose. The information presented should not be used in making any investment decisions. This material is not a recommendation to buy, sell, implement, or change any securities or investment strategy, function, or process. Please review the North Carolina CLASS Information Statement before investing. North Carolina CLASS is not a bank. An investment in North Carolina CLASS is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although North Carolina CLASS seeks to preserve the value of your investment at \$1.00 per share, it cannot guarantee it will do so. Past performance is not an indication of future performance. No assurance can be given that the performance objectives of a given strategy will be achieved. Any financial and/or investment decision may incur losses. A 'AAAm' rating by S&P Global Ratings is obtained after S&P evaluates a number of factors including credit quality, market price exposure, and management. Ratings are subject to change and do not remove credit risk. For more information on rating methodologies, visit www.spglobal.com.

Get to Know North Carolina CLASS

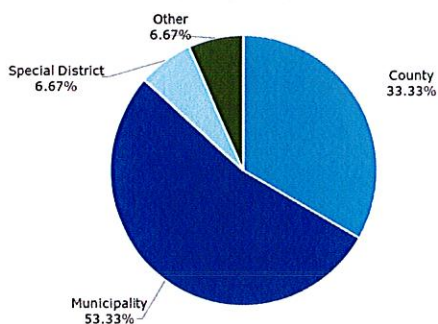
Cash Management Designed With Your Local Government In Mind

North Carolina CLASS is a local government investment pool that allows units of local government, such as yours, to pool funds together to collectively earn dividends on investments. Our goal is, and has always been, to provide competitive yields while adhering to all objectives of safety and liquidity. North Carolina CLASS carries a 'AAAm' rating from S&P Global Ratings.

Portfolio Allocation*



Participant Breakdown by Entity Type*



North Carolina CLASS welcomes all local governments without favor to one type. The Board membership represents the diversity of such local governments and works to maintain a product that services the needs of all North Carolina local governments.

The North Carolina CLASS portfolio investment strategy prioritizes minimizing market risk and enhancing safety via diversified investments. Funds of the Participants are invested in prime or high grade, short-term fixed income instruments as illustrated to the left.

North Carolina CLASS Board of Trustees

Drew Holland
Chairperson
Finance Director
Town of Hope Mills

Deanna Rios
Vice Chairperson
Finance Director
Lincoln County

Kimberly Ostrom
Finance Director
City of New Bern

Tiffany Murray
Chief Financial Officer
Durham County

Rodney Miller
Deputy City Manager/CFO
City of Hickory

Contact us to get started!
Visit us at www.ncclass.com



Daniel Klus
Senior Director, Investment Services
dan.klus@ncclass.com
(984) 278-5006



Justin Wycoff
Director, Investment Services
justin.wycoff@ncclass.com
(704) 699-0569

Source: Public Trust Advisors® *Data as of December 31, 2023. Data unaudited. Charts may not equal 100% due to rounding. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. North Carolina CLASS is not a bank. An investment in North Carolina CLASS is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although North Carolina CLASS seeks to preserve the value of your investment at \$1.00 per share, it cannot guarantee it will do so. A 'AAAm' rating by S&P Global Ratings is obtained after S&P evaluates a number of factors including credit quality, market price exposure, and management. Ratings are subject to change and do not remove credit risk. For more information on rating methodology, please visit www.spglobal.com. Please review the North Carolina CLASS Information Statement before investing. **Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.**



North Carolina Cooperative Liquid Assets Securities System

Appendix A: Form Authorizing Resolution

A resolution authorizing _____ [insert name of local government unit] (the "Local Government Unit¹") to join with other political subdivisions of the State of North Carolina as a Participant ("Participant") in the North Carolina Cooperative Liquid Assets Securities System (North Carolina CLASS) (the "Trust") to pool funds for investment.

WHEREAS, the provisions of Section 159-30 of the General Statutes of North Carolina, as amended ("N.C. Gen. Stat."), provide the guidelines for any local government or public authority of the State of North Carolina (a "Local Government" or "Local Government Unit") to invest idle funds;

WHEREAS, under N.C. Gen. Stat. § 159-30(c)(10), moneys may be invested in a commingled investment pool established by interlocal agreement pursuant to N.C. Gen. Stat. § 160A-460 through 160A-464 (a "Local Government Investment Pool"), if the investments of the Local Government Investment Pool are limited to those qualifying for investment under N.C. Gen. Stat. § 159-30(c) or other laws of the State of North Carolina governing the investment of monies of a Local Government Unit ("Permitted Investments");

WHEREAS, certain Local Government Units have executed an Interlocal Agreement dated March 1, 2023 (the "Original Interlocal Agreement" and as supplemented and amended the "Interlocal Agreement") for the purpose of creating the Trust or executed a joinder agreement for purposes of joining the Original Interlocal Agreement;

WHEREAS, the Trust is governed by the terms of an Indenture of Trust dated as of March 1, 2023 (the "Indenture"), which provides for the deposit of the pooled idle funds in the Trust and the investment of such funds in only Permitted Investments; and

WHEREAS, the Local Government Unit desires to become a party to the Interlocal Agreement and a Participant in the Trust.

NOW, THEREFORE, it is hereby RESOLVED by the _____ [Board of Commissioners][Council][Board] ² (the "Governing Body") of the Local Government Unit as follows:

1. The Governing Body hereby approves the Local Government Unit's participation in the Trust.
2. The Governing Body authorizes the execution and delivery of a joinder agreement to the Interlocal Agreement (the "Joinder Agreement") substantially in the form presented at this meeting, together with such changes, modifications and deletions, as may be approved by the Local Government Unit's

¹ Drafter may replace Local Government Unit throughout resolution with County, Town, or City, as applicable.

² Drafter insert Board of Commissioners, Council, or Board, as applicable.



North Carolina Cooperative Liquid Assets Securities System

_____ [Finance Officer]³ (the "Authorized Representative"). The approval of the Joinder Agreement will be evidenced conclusively by the execution and delivery of the Joinder Agreement by the Authorized Representative.

3. The Authorized Representative is hereby authorized to take or cause to be taken any and all such other actions as they may determine in their discretion to be to be necessary or advisable or in the best interest of the Local Government Unit in order to effectuate, complete and carry out the intent and purposes of the foregoing resolutions and the investment of the Local Government Unit's idle funds, including, but not limited to, the execution of all depository forms or other documents required by the administrator, the custodian or the investment advisor of the Trust and execution of amendments to the Interlocal Agreement entered into for the purpose of (i) adding an additional Participant to the Trust or (ii) which do not have financial implications for the Local Government Unit.
4. The Governing Body hereby approves the Authorized Representative to serve as the Local Government Unit's Authorized Representative under the Interlocal Agreement and the Indenture (as "Authorized Representative" is defined in such documents).

The undersigned hereby certifies that the _____ [Insert Name of Governing Body]⁴ has enacted this Resolution, or another form of Resolution, a copy of which is enclosed, and that such Resolution is a true and correct copy of the original which is in my possession.

Authorized Signature

Title

Printed Name

Date

³ Drafter please use the appropriate title of the finance officer for your Local Government Unit.

⁴ Drafter insert the name of the Local Government Unit's government body: Board of Commissioners, Council, or Board, as applicable.

Date	Daily Rate	YTD Yield (%)	7-Day Yield (%)	30-Day Yield	WAM Days to	WAM Days to	Daily Dividend	Net Asset Value (NAV)
2/14/2024	5.449	5.4696	5.4423	5.4502	45	75	0.000148881	0.99997418
2/13/2024	5.4389	5.4701	5.4415	5.4507	46	74	0.000148604	0.99997345
2/12/2024	5.4385	5.4708	5.4398	5.4515	47	75	0.000148593	0.99998489
2/11/2024	5.444	5.4716	5.4426	5.4524	47	75	0.000148744	0.99984387
2/10/2024	5.444	5.4722	5.4432	5.4531	48	76	0.000148744	0.99991588
2/9/2024	5.444	5.4729	5.4438	5.4544	49	77	0.000148744	0.99998789
2/8/2024	5.4377	5.4737	5.4444	5.456	48	77	0.000148572	0.99998441
2/7/2024	5.443	5.4746	5.4428	5.4556	49	77	0.000148717	0.99998118
2/6/2024	5.4269	5.4755	5.4457	5.458	49	77	0.000148276	0.9999729
2/5/2024	5.4585	5.4768	5.4498	5.4616	50	77	0.00014914	0.99997266
2/4/2024	5.4482	5.4774	5.4504	5.4641	50	76	0.000148859	0.99982625
2/3/2024	5.4482	5.4782	5.4536	5.4669	51	77	0.000148859	0.99990108
2/2/2024	5.4482	5.4791	5.4567	5.4695	52	78	0.000148859	0.9999759
2/1/2024	5.4265	5.4801	5.4598	5.4731	51	77	0.000148265	0.99999482

Source: Public Trust Advisors. Data unaudited. Performance results for North Carolina CLASS are shown net of all fees and expenses and reflect the reinvestment of dividends and other earnings. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. North Carolina CLASS is not a bank. An investment in North Carolina CLASS is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the North Carolina CLASS prime-style fund seeks to preserve the value of your investment at \$1.00 per share, it cannot guarantee it will do so. Please review the North Carolina CLASS Information Statement before investing. Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses. Please visit www.ncclass.com/rates-disclaimer for more information. Visit www.ncclass.com/rates for more information on historical yields and performance.



**January, 2024 Rates Review
Government Portfolio Fund 047
Yield History**

Seven Day Average Annualized Net Yield as of January 31, 2024 was 5.24% Seven Day Annualized Compound Effective Yield as of January 31, 2024 was 5.38% <u>Average Annualized Yields</u>				Day	Mil Rates	1-Day Net Yields	7-Day Yields	Compound Effective Yield
Month								
	30-Day Net Yield	7-Day Net Yield	Compound Effective Yield					
January	5.25%	5.24%	5.38%	1	.000144252	5.26%	5.27%	5.40%
February				2	.000143481	5.24%	5.26%	5.40%
March				3	.000143653	5.24%	5.26%	5.40%
April				4	.000143850	5.25%	5.26%	5.39%
May				5	.000143726	5.25%	5.25%	5.39%
June				6	.000143726	5.25%	5.25%	5.39%
July				7	.000143726	5.25%	5.25%	5.38%
August				8	.000143647	5.24%	5.24%	5.38%
September				9	.000143789	5.25%	5.25%	5.38%
October				10	.000143811	5.25%	5.25%	5.38%
November				11	.000143961	5.25%	5.25%	5.38%
December				12	.000143599	5.24%	5.25%	5.38%
Average				13	.000143600	5.24%	5.25%	5.38%
Annualized Yield:	5.25%	5.24%	5.38%	14	.000143599	5.24%	5.25%	5.38%
				15	.000143600	5.24%	5.24%	5.38%
				16	.000144009	5.26%	5.25%	5.38%
				17	.000144049	5.26%	5.25%	5.38%
				18	.000143938	5.25%	5.25%	5.38%
				19	.000143834	5.25%	5.25%	5.39%
				20	.000143833	5.25%	5.25%	5.39%
				21	.000143833	5.25%	5.25%	5.39%
				22	.000143886	5.25%	5.25%	5.39%
				23	.000144204	5.26%	5.25%	5.39%
				24	.000143794	5.25%	5.25%	5.39%
				25	.000143500	5.24%	5.25%	5.39%
				26	.000143558	5.24%	5.25%	5.39%
				27	.000143558	5.24%	5.25%	5.38%
				28	.000143558	5.24%	5.25%	5.38%
				29	.000143755	5.25%	5.24%	5.38%
				30	.000143613	5.24%	5.24%	5.38%
				31	.000143678	5.24%	5.24%	5.38%

The performance data stated represents past performance, which does not guarantee future results. Investment return and yield of an investment will fluctuate; therefore, you may have a gain or loss when you sell your shares. Current performance may be higher or lower than the performance stated. To learn more or to obtain the most recent month-end performance, call 800-222-3232 or visit us online at <https://www.institutional.fidelity.com/nccmtnet>.

Total returns are historical and include change in share value and reinvestment of dividends and capital gains, if any. Cumulative total returns are reported as of the period indicated. Life of Fund figures are reported as of the inception date to the period indicated. These figures do not include the effect of sales charges, if any, as these charges are waived for contributions made through your company's employee benefit plans. If sales charges were included, returns would have been lower.

You could lose money by investing in the fund. Although the fund seeks to preserve the value of your investment at \$1.00 per share, it cannot guarantee it will do so. An investment in the fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Fidelity Investments and its affiliates, the fund's sponsor, have no legal obligation to provide financial support to the fund, and you should not expect that the sponsor will provide financial support to the fund at any time. The North Carolina Capital Management Trust Government Portfolio will not impose a fee upon the sale of your shares, nor temporarily suspend your ability to sell shares if the fund's weekly liquid assets fall below 30% of its total assets because of market conditions or other factors. The North Carolina Capital Management Trust is a SEC registered money market mutual fund operating in accordance with Rule 2a-7 of the Investment Company Act of 1940. The North Carolina Capital Management Trust is managed by Fidelity Management & Research Company LLC and distributed by Capital Management of the Carolina's LLC.

For institutional investors.

Not NCUA or NCUSIF insured. May lose value

No credit union guarantee. Not a deposit of a bank.



Item # 4:

PROJECT UPDATE:

- Public Services Center
- City Park
- Ford Property
- Christian Ministry Relocation
- AIA Grants
- WWTP - Clarifiers
- ADA Sidewalk Survey
- Courthouse Renovation Project
- Streetscape Project
- Substation Project
- Startown Developments



Item # 5:

QUESTIONS FOR

DEPARTMENT HEADS:

Notes