

**MINUTES**  
**LINCOLN COUNTY BOARD OF COMMISSIONERS**  
**MONDAY, MAY 20, 2019**

The Lincoln County Board of County Commissioners met on May 20, 2019, at the Administrative Office, Commissioners Room, 353 N. Generals Blvd., Lincolnton, North Carolina, the regular place of meeting at 6:30 PM.

Commissioners Present:

Carrol Mitchem, Chair  
Richard Permenter, Vice Chair  
Milton Sigmon  
Bud Cesena  
Anita McCall

Others Present:

Kelly G. Atkins, County Manager  
Wesley Deaton, County Attorney  
Josh Grant, Programs Manager  
Amy S. Atkins, Clerk to the Board

**Call to Order:** Chairman Mitchem called the May 20, 2019 meeting of the Lincoln County Board of Commissioners to order. He called for a moment of silence and led in the Pledge of Allegiance.

**Adoption of Agenda:** Chairman Mitchem presented the agenda for the Board's approval.

**AGENDA**  
**Lincoln County Board of Commissioners Meeting**  
**Monday, May 20, 2019**  
**6:30 PM**

**Lincoln County Administration Office**  
**353 N. Generals Blvd**  
**Lincolnton, NC 28092**

Call to Order - Chairman Carrol Mitchem

Moment of Silence

Pledge of Allegiance

1. Adoption of Agenda
2. Consent Agenda
  1. Tax Requests for Releases - More than \$100

2. Tax Requests for Refunds - More than \$100
3. July 4 Crouse Parade Road Closure
- ~~4. Approval of Minutes~~
5. Waived Fees – Carolina Cross Connection
3. Planning Board Recommendation - Randy Hawkins
4. Request for Release of Performance Guarantee - Brody Acres Subdivision - Jeremiah Combs
- ~~5. Performance Guarantee Application – Kinsley Subdivision, Phase 1 – Jeremiah Combs~~
6. Adoption of the General Records Schedule for Local Government - Andrew Bryant
7. Public Hearing - Proposed Industrial Incentive Grant for Existing Industry - John Dancoff
8. Community Garden - Oaklawn Community - Dr. Aaron Allen
9. Interlocal Cooperation Agreement Between Lincoln County and City of Lincolnton - John Henry
10. Budget Presentation - Kelly Atkins
11. Public Comments
12. Finance Officer's Report - Deanna Rios
13. County Manager's Report
14. County Commissioners' Report
15. County Attorney's Report
16. Vacancies/Appointments
17. Calendar
18. Other Business
- Information Only - No Action Needed
  - Register of Deeds Report
  - Property Tax Collection Report
19. Closed Session
- Adjourn

**UPON MOTION** by Commissioner Sigmon, the Board voted unanimously to adopt the agenda as presented, removing Item 5.

**Consent Agenda:** **UPON MOTION** by Commissioner McCall, the Board voted unanimously to approve the Consent Agenda removing Approval of Minutes.

Consent Agenda

1. Tax Requests for Releases - More than \$100

2. Tax Requests for Refunds - More than \$100
3. July 4 Crouse Parade Road Closure
- ~~4. Approval of Minutes~~
5. Waived Fees – Carolina Cross Connection

**Zoning Public Hearings:** Randy Hawkins presented the following:

**CUP #400 Timothy Covington, applicant** (Parcel ID# 31742) A request for a conditional use permit to allow a detached garage to be located in front of a house on a lot adjacent to Lake Norman. The 0.8-acre lot is located at 8078 McConnell Road in Catawba Springs Township. **The Planning Board voted 8-0 to recommend approval.**

**UPON MOTION** by Commissioner Sigmon, the Board voted unanimously to approve the Findings of Fact as submitted by the Planning Board.

**UPON MOTION** by Commissioner Sigmon, the Board voted unanimously to approve CUP #400 – Timothy Covington, applicant, based on the Findings of Fact approved by the Planning Board.

**CUP #401 Ransford Cannon, applicant** (Parcel ID# 33805) A request for a conditional use permit to place a Class B (doublewide) manufactured home in the R-S (Residential Suburban) district. The 0.48-acre parcel is located on the south side of Wrenn Drive about 2,000 feet west of Grassy Creek Road in Catawba Springs Township. **The Planning Board voted 8-0 to recommend approval.**

**UPON MOTION** by Commissioner Cesena, the Board voted unanimously to approve the Findings of Fact as submitted by the Planning Board.

**UPON MOTION** by Commissioner Cesena, the Board voted unanimously to approve CUP #401 – Ransford Cannon, applicant, based on the Findings of Fact approved by the Planning Board.

**CUP #402 Ventosa, LLC, applicant** (Parcel ID# 02876, 91418 and 91419) A request for a conditional use permit to develop a self-storage facility in the B-G (General Business) district in the Eastern Lincoln Development District (ELDD) overlay district. The proposed 4.1-acre site is located on the north side of Optimist Club Road and east side of the CSX railroad in Catawba Springs Township. **The Planning Board voted 6-2 to recommend that the Land Use Plan be amended to designate this property as Suburban Commercial and to recommend approval of the request.**

**UPON MOTION** by Commissioner Permenter, the Board voted 4 – 1 (Cesena against) to amend the Land Use Plan to designate this property as Suburban Commercial. (Commissioner Cesena said he was against amending the Land Use Plan.)

**UPON MOTION** by Commissioner Permenter, the Board voted 4 – 1 (Cesena against) to approve the Findings of Fact as submitted by the Planning Board.

**UPON MOTION** by Commissioner Sigmon, the Board voted 4 – 1 (Cesena against) to approve CUP #402 – Ventosa, LLC, applicant, based on the Findings of Fact approved by the Planning Board.

**ZMA #660 Jerry Geymont, applicant** (Parcel ID# 14590, 101173 and 101174) A request to rezone 21.8 acres from R-SF (Residential Single-Family) to R-T (Transitional Residential). The property is located at the end of Overhill Lane off Reepsville Road in Howards Creek Township. **The Planning Board voted 6-2 to recommend approval.**

**UPON MOTION** by Commissioner Cesena, the Board voted unanimously to table until the June 17 meeting.

**ZMA #661 Amanda Assell, applicant** (Parcel ID# 80373) A request to rezone a 1.6-acre lot from R-T (Transitional Residential) to B-N (Neighborhood Business). The property is located at 364 S. NC 16 Business Hwy., on the southwest corner of N.C. 16 Business and South Little Egypt Road, in Catawba Springs Township. **The Planning Board voted 8-0 to recommend approval.**

**UPON MOTION** by Commissioner Sigmon, the Board voted unanimously to approve the Statement of Consistency and Reasonableness as submitted by the Planning Board.

**UPON MOTION** by Commissioner Sigmon, the Board voted unanimously to approve ZMA #661 – Amanda Assell, applicant, based on the Statement of Consistency and Reasonableness approved by the Planning Board.

**ZMA #662 Tina Pemberton** (Parcel ID# 53188) A request to rezone a 0.67-acre lot from R-SF (Residential Single-Family) to B-N (Neighborhood Business). The property is located at 2371 Lake Shore Road South, on the northeast corner of N.C. 16 Business and Lake Shore Road South. **The Planning Board voted 8-0 to recommend disapproval.**

**UPON MOTION** by Commissioner Cesena, the Board voted unanimously to adopt the Statement of Consistency and Reasonableness as submitted by the Planning Board.

**UPON MOTION** by Commissioner Cesena, the Board voted unanimously to deny ZMA #662 – Tina Pemberton, applicant, based on the recommendation of the Planning Board and the Statement of Consistency and Reasonableness submitted by the Planning Board.

**Request for Release of Performance Guarantee – Brody Acres Subdivision:** Andrew Bryant presented the request for release of Performance Guarantee for Brody Acres Subdivision. The applicant is requesting the release of the letter of credit that was provided as a performance guarantee for the sidewalks that have now been completed. Planning staff

conducted a field visit to inspect the installed portion of the sidewalk, and determined that it was installed in accordance with the approved plans.

**UPON MOTION** by Commissioner McCall, the Board voted unanimously to approve the Release of Performance Guarantee for Brody Acres Subdivision as presented.

**Adoption of the General Records Schedule for Local Government:** Andrew Bryant presented an update of the records retention and disposition schedule. The County adopted a schedule in the Fall of 2018 but due to a reorganization of the schedule itself an updated schedule is being presented for adoption by the public body.

**UPON MOTION** by Commissioner McCall, the Board voted unanimously to adopt the General Records Schedule for Local Government.

**Public Hearing – Proposed Industrial Development Incentive Grant for Existing Industry:** John Dancoff presented a proposed Industrial Development Incentive Grant for Tenowo.

Chairman Mitchem opened the public hearing. Being no speakers, Chairman Mitchem closed the public hearing.

**UPON MOTION** by Commissioner McCall, the Board voted unanimously to approve the Resolution to Adopt Economic Incentive Grant Agreement with Tenowo.

**RESOLUTION TO ADOPT ECONOMIC INCENTIVE  
GRANT AGREEMENT WITH TENOWO.**

WHEREAS, the Lincoln County Board of Commissioners verily believes that it is in the best interests of the citizens of Lincoln County to encourage and support economic development within Lincoln County through the recruitment of new industries to the County and the expansion of existing industries in the County; and

WHEREAS, Tenowo, have developed plans for expansion of their manufacturing equipment in Lincoln County; and

WHEREAS, the Board of Commissioners wishes to encourage such development by means of offering incentives to aid in such efforts;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED AS FOLLOWS:

1. The Lincoln County Board of Commissioners hereby approves the Lincoln County Incentive Grant Agreement (attached hereto as Exhibit A and incorporated herein by reference) among Lincoln County, Tenowo.
2. The Chairman of the Board of Commissioners and the Clerk to the Board are hereby authorized to sign all necessary documents on behalf of Lincoln County in order to effectuate this transaction.
3. This resolution shall become effective upon adoption.

This 20<sup>th</sup> day of May, 2019.

\_\_\_\_\_  
Carrol Mitchem, Chairman  
Lincoln County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Amy Atkins, Clerk to the Board

## LINCOLN COUNTY INCENTIVE GRANT AGREEMENT

NORTH CAROLINA

LINCOLN COUNTY

THIS AGREEMENT is made and entered into as of the 20th day of May, 2019 by and between LINCOLN COUNTY, a body corporate and politic (hereinafter referred to as "the County"), and Tenowo, a Delaware corporation (hereinafter referred to as "Tenowo").

WITNESSETH:

WHEREAS, Tenowo has developed plans for the installation of manufacturing equipment in Lincoln County, North Carolina;

WHEREAS, the Board of Commissioners of Lincoln County verily believes that the location of new industries and the expansion of existing industries is vital to the economic health of Lincoln County and to the welfare of its citizens; and

WHEREAS, the Board of Commissioners wishes to encourage such development by means of offering incentives to recruit new industries and to aid in expansion of existing industries; and

WHEREAS, such incentives are predicated on the notion of expanding Lincoln County's tax base and providing additional jobs for Lincoln County's citizens that pay wages higher than the current prevailing average hourly wage in the particular industry; and

WHEREAS, the Board of Commissioners has determined that it is appropriate and in the best interests of Lincoln County and its citizens to offer incentives in the form of both cash grants and assistance with making public services available; and

WHEREAS, the Board of Commissioners believes that it is appropriate and reasonable to expect Tenowo to bind itself to the County to produce certain results in conjunction with the project described herein as conditions of the incentives being offered by the County;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein set forth, the parties hereby agree as follows:

1. On or before May 20, 2019, Tenowo shall begin installation of an equipment and machinery expansion in Lincoln County, North Carolina.
2. Within two years of the effective date of this agreement (said effective date being referred in item 1.), Tenowo shall make an investment upon such site in building/land and/or machinery and equipment of \$4,500,000 (the expected capital investment) of which \$3,600,000 will qualify for incentives under the Lincoln County Industrial Incentive Grant Policy.
3. Within two years of the effective date of this agreement, Tenowo shall provide at such site at least 6 new jobs paying average hourly wages of \$16.25 including benefits.

4. In consideration of the performance of the aforesaid obligations by Tenowo, the County will provide cash grants to Tenowo of \$14,297.40 per year for a five-year period. Lincoln County will pay such grants beginning in the tax year after the project's completion. Grants will be paid to Tenowo within 30 days after Tenowo has made its tax payment for the then-current year and has notified Lincoln Economic Development Association of the payment. This amount represents a Level II grant under the Lincoln County Industrial Development Incentive Grant Policy for New and Existing Industries.

5. Tenowo shall on a no less than annual basis provide evidence satisfactory to the County of how many jobs (as provided in Paragraph 3 herein) it has maintained.

6. a. In the event that the value of the investment actually made by Tenowo pursuant to this agreement is greater or less than the Expected Capital Investment then the grant will be equitably adjusted upward or downward on a pro-rata basis.

b. In the event that the number of people in qualifying jobs actually employed by Tenowo pursuant to this Agreement in any year during the term of the Agreement is fewer than the Expected Number of Jobs, then the County may, in its discretion, reduce the amount of the Grant to be paid for the year (or seek reimbursement for the Grant already paid for said year) in the amount of \$1,000.00 per job shortfall.

7. Tenowo specifically agrees that in the event that all or any portion of this agreement or any incentive grant or payment to be made hereunder is declared to be unconstitutional, illegal, or otherwise enjoined by a court of competent jurisdiction, Tenowo shall indemnify and hold harmless Lincoln County and its Board of Commissioners, individually and collectively, from any loss or liability and shall reimburse Lincoln County by the amount of any such grant or payment.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

Tenowo

By: \_\_\_\_\_  
President

LINCOLN COUNTY

By: \_\_\_\_\_  
Carrol Mitchem  
Board of Commissioners

**Community Garden – Oaklawn Community:** Dr. Aaron Allen asked for the Board's permission to put a garden on the property owned by the County at Oaklawn.

Kathy Vinzant explained the concept of a community garden and asked for the Board's approval.



**UPON MOTION** by Commissioner McCall, the Board voted unanimously to approve the community garden at Oaklawn as presented.

**Interlocal Cooperation Agreement Between Lincoln County and the City of Lincolnton:** John Henry presented the following:

An inter-local cooperation agreement between the City of Lincolnton and Lincoln County has been proposed, for shared services including Information Technology, Facilities Maintenance, and offering of real property in consideration for payment of services rendered “in-city” water/sewer rates for County Owned property outside city limits. The Inter-local Cooperation Act, a codified in N.C.G.S. 160A-466, allows and provides for units of local government to enter into agreements in order to execute any undertaking providing for the contractual exercise by one unit of any power, function, public enterprise, right, privilege, or immunity of local government.

**UPON MOTION** by Commissioner McCall, the Board voted unanimously to approve the Interlocal Cooperation Agreement between Lincoln County and the City of Lincolnton.

**INTERLOCAL COOPERATION AGREEMENT  
between  
LINCOLN COUNTY  
and  
THE CITY OF LINCOLNTON**

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

**W I T N E S S E T H**

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

- a. The City desires to contract with the County, and the County desires to contract with the City, for the County to provide assistance and aid through the County’s Information Technology (“IT”) Department to the City for the purpose of strategically performing various technical functions related to the maintenance and support of the County and City’s IT infrastructure, performing routine audits and maintenance of hardware and software, installing and configuring new hardware and software, software selection, testing, and installation, providing end-user

technical support and training opportunities to all departments and staff, and other related duties;

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

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

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

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

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

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

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

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

**I. Terms of IT Services from County to City**

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

1. Joint projects including server maintenance for Windows Servers.

2. LAN, WAN, Internet and Security Network Support and upkeep.

3. Help desk support including on-site and remote problem resolution. All calls will be routed to the next available technician, which may require a return call. Some issues may require escalation to a higher-level IT staff member and might require a technician to visit the site to provide additional technical expertise.

4. Microsoft Windows support including servers, workstations, network printers, and similar not already covered under existing support agreements.

5. Tools, software (as allowed by licensing agreements), and equipment management and routine maintenance.

6. Project consulting for additional networking, systems growth planning, and new objectives and goals for the City.

7. Network design, troubleshooting, and management including switching, firewalls, and VPN connections.

8. Management systems including an asset inventory and work request tracking and reporting system.

9. Support for City-owned smartphones and tablets. As it relates to the City's network the Lincoln County Information Technology Office will provide basic troubleshooting, connectivity, email support and local application support will be included.

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

11. Implementing IT Governmental best practices.

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

(B) Response Times.

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

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

Additionally, the Lincoln County Information Technology Office will coordinate scheduled dates and times with the City to perform regularly

scheduled updates and maintenance of the above items.

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

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

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

(C) Review Process.

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

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

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

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

(E) Compensation for Services Delivered.

1. The City agrees to pay to the County as compensation for providing the IT services described in Section A above, pursuant to those rates described in Exhibit "A" attached hereto and incorporated by reference herein. Billing for services described in Section A above shall be on a

quarterly basis in accordance with the rates as shown on Exhibit "A," as said rates may be amended from time to time by the agreement of the parties.

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

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

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

1. Servicing or repair of employee-owned equipment.
2. The cost of replacement parts, equipment, or shipping charges of any kind.
3. The cost of software licensing, software renewals, and any upgrade fees including associated services.
4. The cost of manufacturer maintenance and support agreements of any kind. The Lincoln County IT Office further recommends the City to provide manufacturer maintenance on all equipment.
5. New technology implementations and migrations.
6. Training and Project Management services of any kind.
7. The cost of any 3rd party vendors, manufacturer support, or other outside parties.
8. Infrastructure upgrades required to meet performance standards.

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

(I) Employment Restrictions. The City shall not engage or hire a Lincoln County IT employee as a computer or networking support professional for a

period of 18 months following said employee's termination, dismissal, or leave of absence from the County without the expressed written consent of the County Manager.

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

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

### (A) Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

(C) Requirements of Closing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

(A) Definitions.

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

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

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

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

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

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

(F) Response Times.

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

will be prioritized by assigning them to one of the following categories for resolution:

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

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

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

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

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

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

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

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

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

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

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

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

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

(E) Miscellaneous Provisions.

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

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

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

4. The various rights, powers and remedies herein contained and reserved to either the County or the City shall not be considered as exclusive of any other right, power or remedy, but the same shall be construed as cumulative and shall be in addition to every other right, power or remedy now or hereafter existing at law, in equity or by statute. No delay or omission of a party to exercise any right, power or remedy arising from any omission, neglect or default of the other party shall impair any such right, power or remedy or shall be construed as a waiver of any such default or and acquiescence therein.

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

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

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

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

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

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

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

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

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

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

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

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

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

**SIGNATURES APPEAR ON THE FOLLOWING PAGE**

**CITY OF LINCOLNTON,**  
A North Carolina Municipal Corporation

By: \_\_\_\_\_  
Ed Hatley, Mayor

ATTEST:

\_\_\_\_\_  
Donna Flowers, City Clerk

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

\_\_\_\_\_  
Steve Zickefoose, Finance Director  
City of Lincolnton

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

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

**STATE OF NORTH CAROLINA  
COUNTY OF LINCOLN**

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

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

(SEAL)

My Commission Expires: \_\_\_\_\_

**LINCOLN COUNTY,**  
A North Carolina Body Corporate and Politic

By: \_\_\_\_\_  
Carrol D. Mitchem  
Chairman of the Board of Commissioners

ATTEST:

\_\_\_\_\_  
Amy Atkins, County Clerk

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

\_\_\_\_\_  
Deanna Rios, Finance Director  
Lincoln County, North Carolina

Approved as to form on behalf of Lincoln County

\_\_\_\_\_  
Wesley L. Deaton  
Attorney for Lincoln County



**STATE OF NORTH CAROLINA  
COUNTY OF LINCOLN**

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

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

(SEAL)

My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**  
**(SERVICE RATES)**

**EXHIBIT “B”  
(REAL PROPERTY LEGAL DESCRIPTION)**

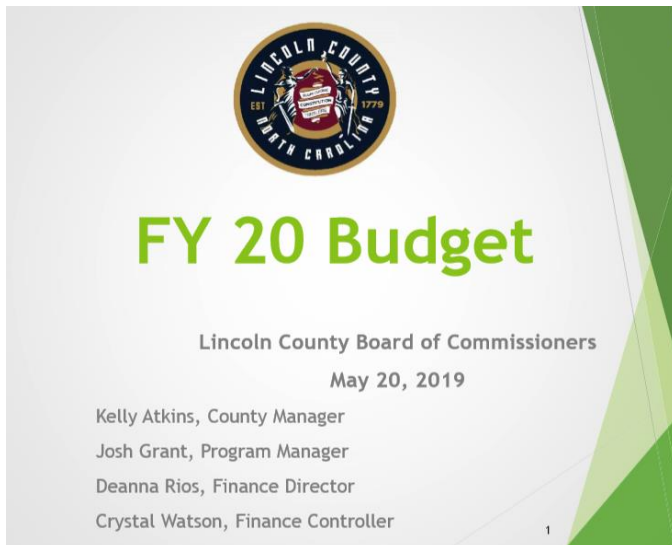
All that certain piece, parcel or lot of land located at the intersection of Court Square and East Water Street, being known as the Old Police Department of the City of Lincolnton, and more particularly described by metes and bounds in accordance with a plat and survey prepared by Roy C. Turner, Registered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

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

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

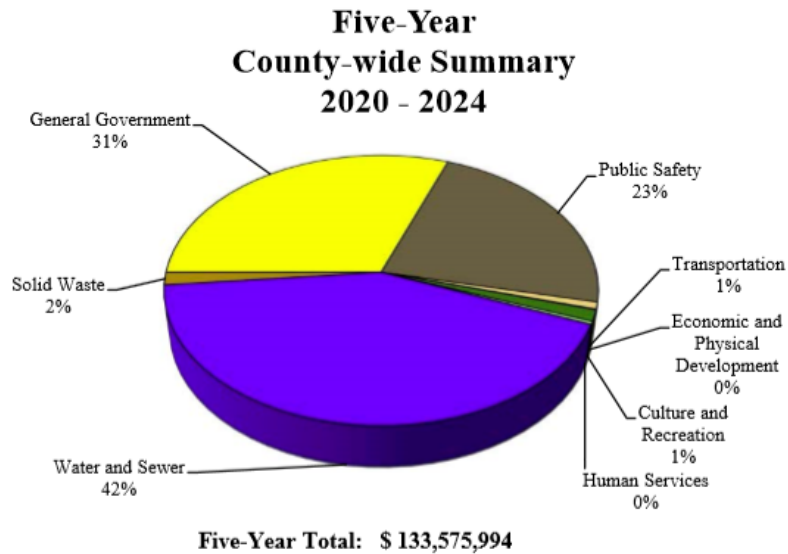
A map of the attached property is attached as Exhibit “A” to that Corporation Warranty Deed recorded in Book 890, Page 008 of the Lincoln County Public Registry.

**Budget Presentation:** Kelly Atkins, Deanna Rios, Crystal Watson and Josh Grant presented the Budget.



# Overview

- ▶ Capital
- ▶ General Fund
- ▶ Debt
- ▶ Tax Rate
- ▶ Fund Balance
- ▶ Enterprise Funds
- ▶ Fire Departments



	2020	2021	FISCAL YEAR			TOTALS
			2022	2023	2024	
General Government	\$ 745,159	\$ 40,149,500	\$ 44,500	\$ 22,000	\$ 26,500	\$ 40,987,659
Public Safety	12,617,472	12,010,216	3,485,311	1,114,808	1,273,513	30,501,320
Transportation	372,000	180,000	180,000	180,000	180,000	1,092,000
Economic and Physical Development	85,300	42,000	-	-	-	127,300
Culture and Recreation	575,000	385,000	604,000	-	185,000	1,749,000
Human Services	140,949	100,993	83,085	71,946	93,582	490,555
Water and Sewer	27,518,660	10,762,000	3,945,000	4,695,000	9,695,000	56,615,660
Solid Waste	622,500	180,000	850,000	180,000	180,000	2,012,500
<b>Total</b>	<b>\$ 42,677,040</b>	<b>\$ 63,809,709</b>	<b>\$ 9,191,896</b>	<b>\$ 6,263,754</b>	<b>\$ 11,633,595</b>	<b>\$ 133,575,994</b>

## Capital Projects in Progress

Project	Approved Budget	Funds in Hand/Grant	Amount to be Financed	Method of Funding	Start Date	Completion Projection
Senior Services	\$2,000,000	\$1,100,000	\$900,000	Installment Financing	December 2018	October 2019
PSAP Comm. Center	\$6,237,362	\$2,000,000	\$4,237,362	Installment Financing	May 2018	June 2019
West Lincoln Library	\$4,298,000	\$100,000	\$4,198,000	Installment Financing	December 2018	December 2019
Optimist Club Convenience Site	\$2,000,000	\$0.00	\$2,000,000	Installment Financing	July 2019	February 2020

## Capital Projects in Progress

Project	Approved Budget	Funds in Hand/Grant	Amount to be Financed	Method of Funding	Start Date	Completion Projection
Auditorium	\$1,100,000	\$1,100,000	0.00	Fund Balance	Jan 2, 2019	April 2019 Ph.1 July 2019 Ph.2
Administration Renovation	\$841,743.00	\$841,743.00	0.00	Fund Balance		March 2019
Development Services	\$868,457.00	\$868,457.00	0.00	Fund Balance		September 2019
Elections	\$1,028,141.00	\$1,028,141.00	0.00	Fund Balance		August 2019

# Future Capital Projects

Project	Projected Budget	Funds in Hand/Grant	Projected Amount to be Financed	Method of Funding	Start Date	Completion Projection
Courthouse	\$40,000,000	0.00	\$40,000,000	Installment Financing	February 2020	March 2022
Jail Expansion	\$9,000,000	0.00	9,000,000	Installment Financing	September 2020	November 2021
EMS/EM/FM/B ackup PSAP	\$10,500,000	\$1,500,000	\$9,000,000	Installment Financing	February 2020	April 2021
Animal Services	\$4,000,000	0.00	\$4,000,000	Installment Financing	July 2021	August 2022

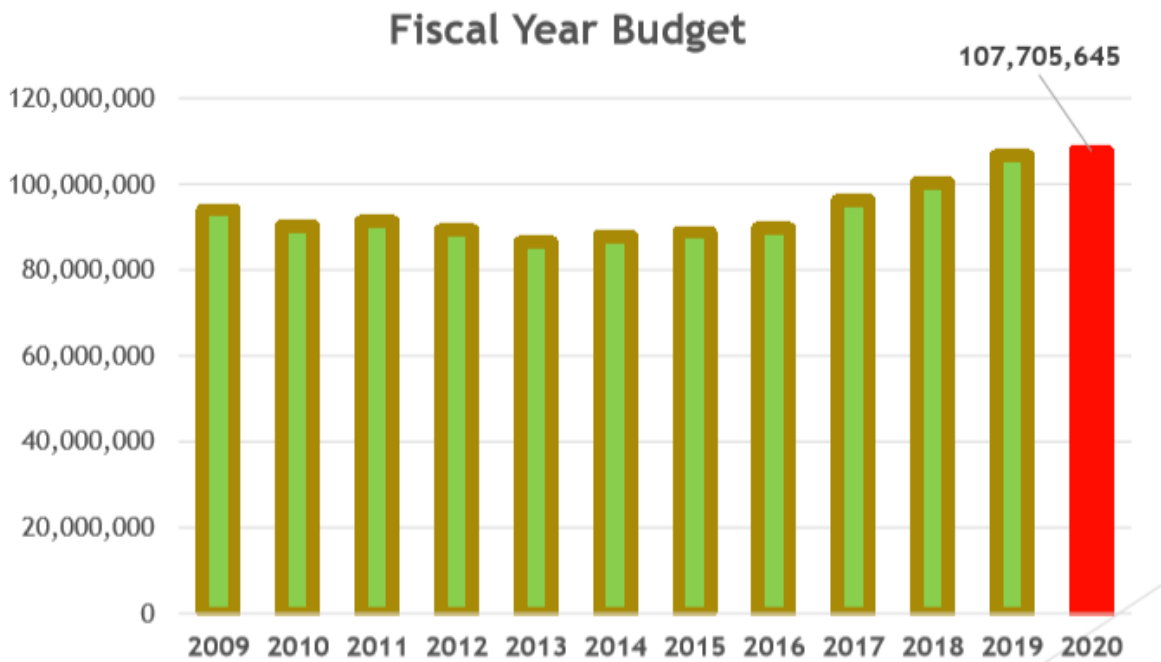
## Capital Reserve Fund

- ▶ A local government must list the specific purpose(s) for which it is accumulating moneys in a capital reserve fund.
- ▶ It may amend the fund at any time to change the purpose(s), as long as the new purpose(s) constitute allowable capital expenditures, but it must list the purpose(s).
- ▶ A unit may not appropriate moneys to a capital reserve fund to save money for unknown or unnamed future capital expenditure(s).
- ▶ There must be a dedicated source of revenue to fund the Capital Reserve Fund.
- ▶ **FY 20 \$2,130,000.00 Allocated for future capital projects**

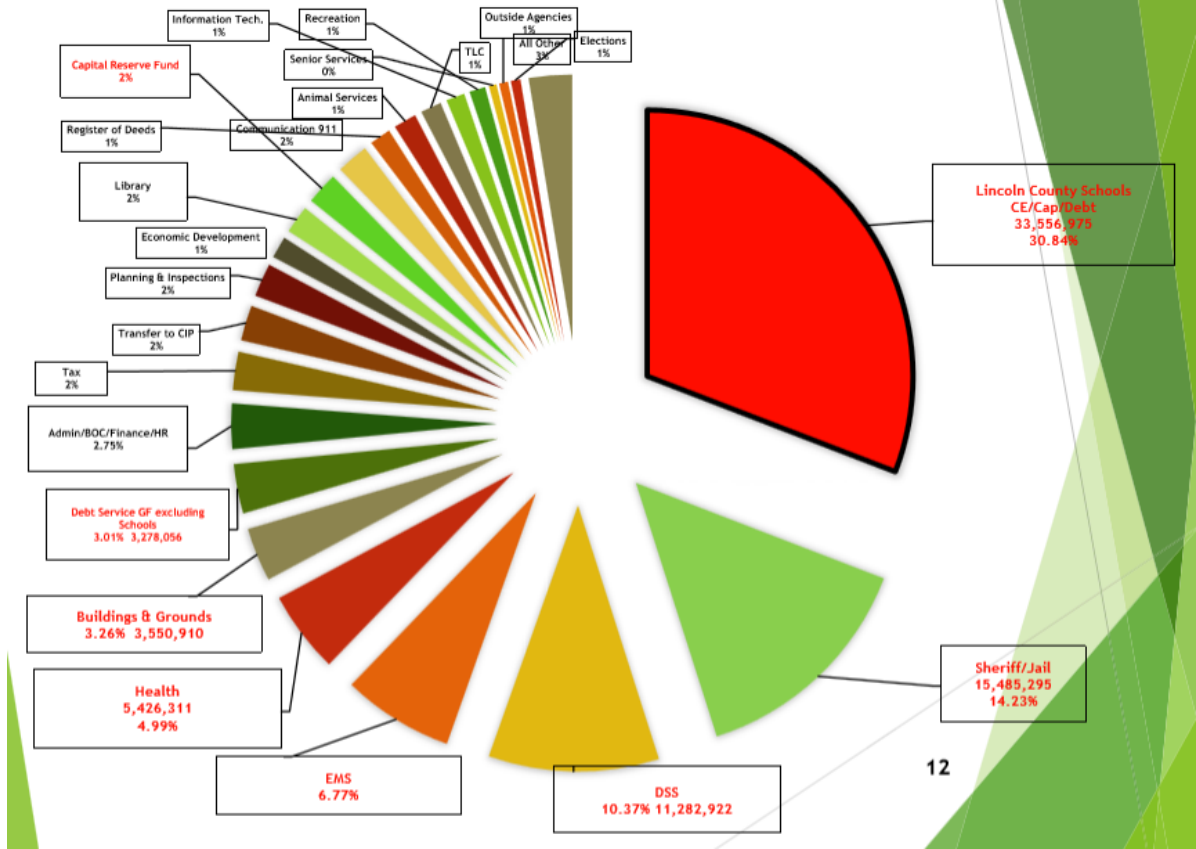
# Capital Reserve Fund Projection

	FY 20	FY 21	FY 22	FY 23	FY 24
Capital Reserve Fund	\$2,130,000	\$4,260,000	\$6,390,000	\$8,520,000	\$10,650,000

## General Fund Budget History FY 2009-2020



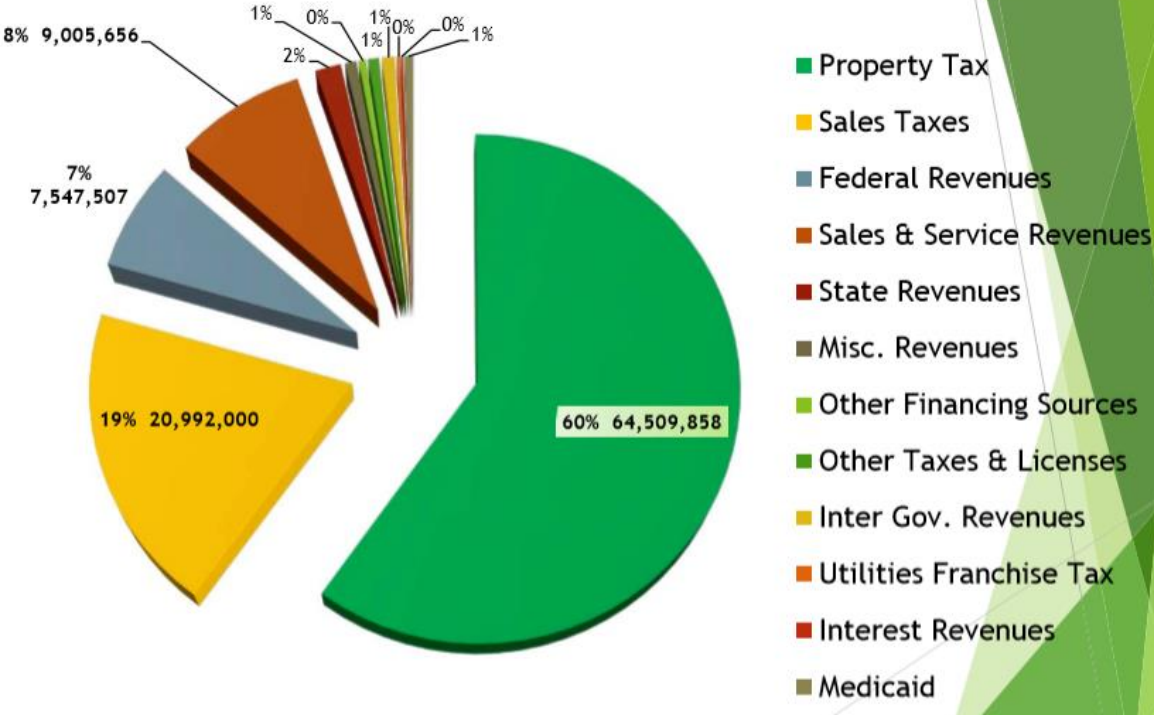
## Fund 11 Expenditures FY 20 (\$107,705,645)



12



# Fund 11 Revenues FY 2020 (\$107,705,645) Recommended



# Lincoln County Schools



# FY 20 Funding

## Education Funding

Current Expense: \$19,658,705

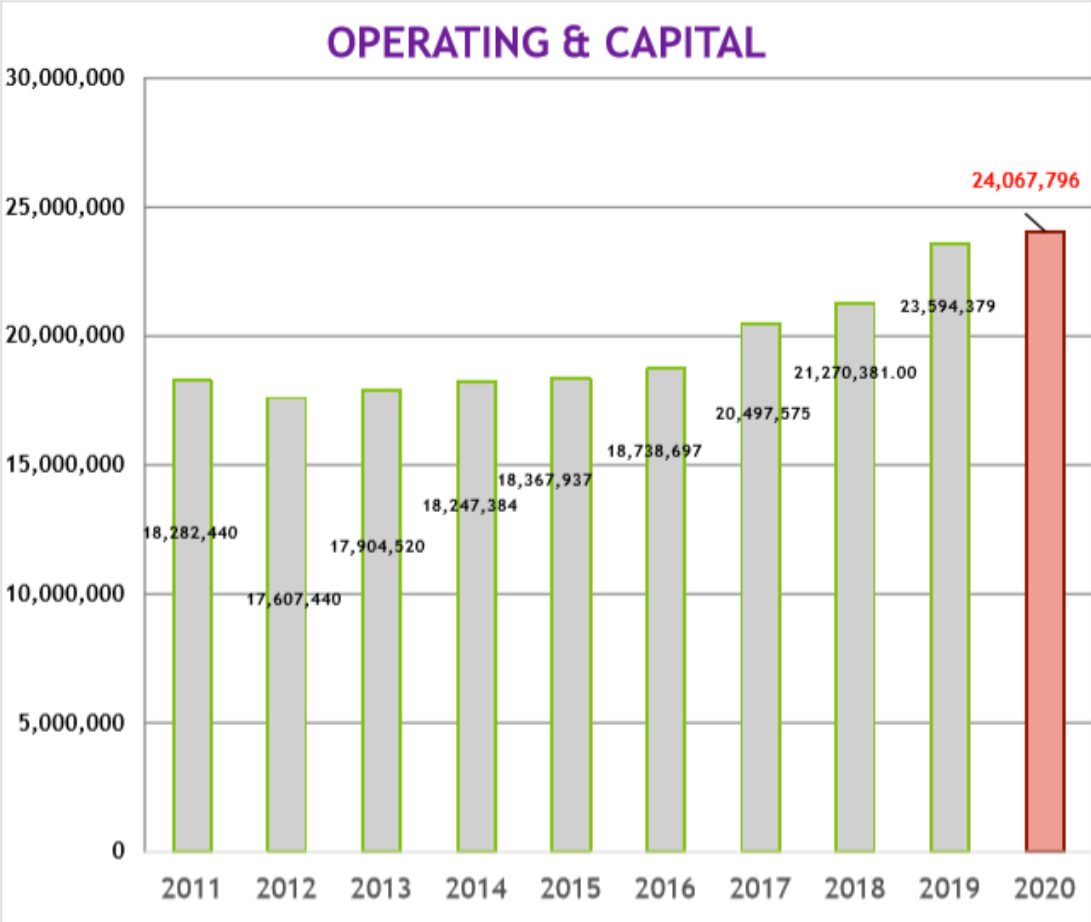
School Capital Expense: \$4,409,091

Subtotal: **\$24,067,796**

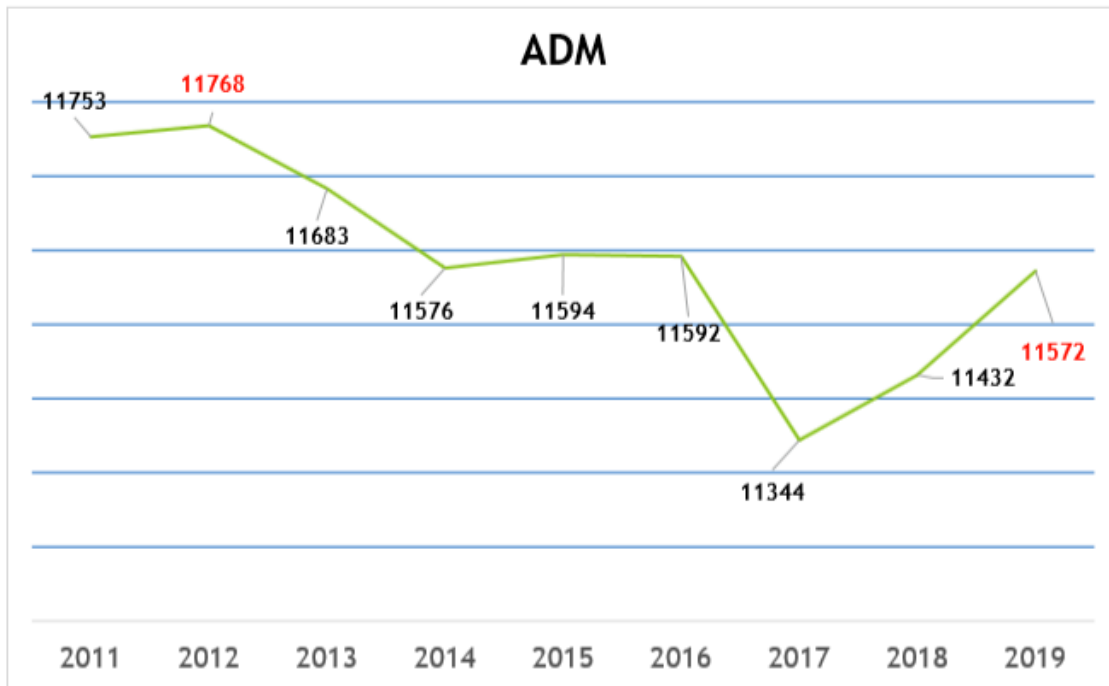
School Debt Expense: \$9,489,179

Total School Expense: **\$33,556,975**

# Lincoln County Schools Operating and Capital



# Lincoln County Schools Average Daily Membership



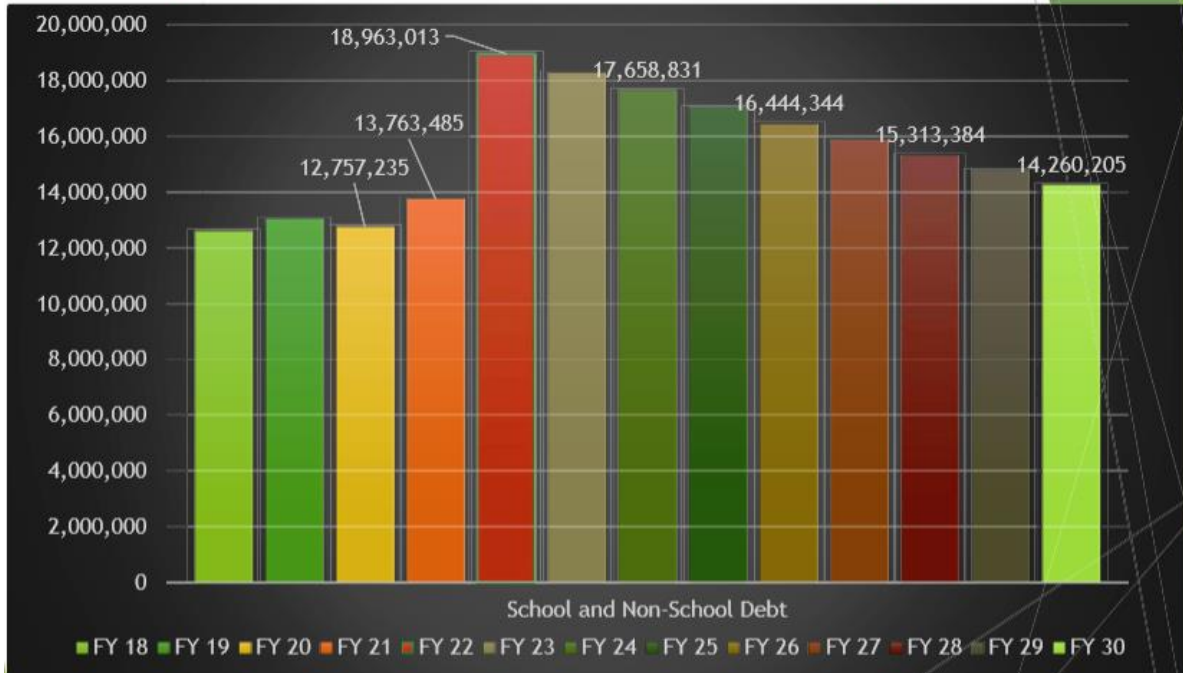
## Estimated Debt Service

	FY 2017	FY 2018	FY 2019	FY 20
Debt - Principal	1,638,435.83	278,493	138,474	138,474
Debt - Interest	348,389.53	102,358	70,030	64,491
Inst Payment Principal	598,378.24	595,267	2,094,327	2,283,821
Inst Payment Interest	179,663.51	335,191	602,276	681,355
School Debt Principal	6,638,650.49	8,126,510	7,927,527	7,842,527
School Debt - Interest	2,334,873.53	3,020,316	1,897,002	1,636,652
School - Inst Purch Principal	-	-	104,315	104,315
Debt Service Charges	2,950.00	3,000	3,000	5,600
Bond Issuance Costs	164,788.00	140,173	200,000	
<b>Total Debt Service</b>	<b>11,906,129.13</b>	<b>12,601,308</b>	<b>13,036,951</b>	<b>12,757,235</b>

## Estimated Debt Service

	FY 2017	FY 2018	FY 2019	FY 20
Debt - Principal	1,638,435.83	278,493	138,474	138,474
Debt - Interest	348,389.53	102,358	70,030	64,491
Inst Payment Principal	598,378.24	595,267	2,094,327	2,283,821
Inst Payment Interest	179,663.51	335,191	602,276	681,355
School Debt Principal	6,638,650.49	8,126,510	7,927,527	7,842,527
School Debt - Interest	2,334,873.53	3,020,316	1,897,002	1,636,652
School - Inst Purch Principal	-	-	104,315	104,315
Debt Service Charges	2,950.00	3,000	3,000	5,600
Bond Issuance Costs	164,788.00	140,173	200,000	
<b>Total Debt Service</b>	<b>11,906,129.13</b>	<b>12,601,308</b>	<b>13,036,951</b>	<b>12,757,235</b>

## Total Debt Schedule Projected (Jail Expansion/Courthouse/EMS/Animal Service)



## Debt Per Capita (Department of NC State Treasurer 1.2019)

	Lincoln	Caldwell	Catawba	Gaston	Cleveland	Burke	Iredell
<b>Population</b>	83,318	83,230	157,376	218,754	98,427	90,776	176,229
<b>Total GF Debt</b>	\$83,160,127	\$31,669,988	\$164,493,026	\$427,024,633	\$57,940,475	\$67,418,428	\$252,112,332
<b>Per Capita Debt</b>	\$998	\$381	\$1,045	\$1,952	\$589	\$743	\$1,432



# Debt Policy

## General

- ▶ The County will confine long-term borrowing to capital improvements or projects that cannot be financed from current revenues except where approved justification is provided.
- ▶ The County will take a balanced approach to capital funding utilizing debt financing, Capital Reserves and pay-as-you go funding.
- ▶ When the County finances capital improvements or other projects by issuing bonds or entering into capital leases, it will repay the debt within a period not to exceed the expected useful life of the project. Target debt ratios will be annually calculated and included in the review of financial trends.

## Tax Supported Debt

- ▶ The ratio of tax-supported debt service expenditures as a percent of total governmental fund expenditures shall not exceed 15.0% with a minimum aggregate ten-year tax-supported principal payout ratio of 50%.
- ▶ In the event that the County anticipates exceeding the policy requirements previously stated, *staff may request an exception from the Board of Commissioners stating the reason and length of time.*

## Employee Recommendations FY 20

Department	Employee Recommendation	Hire Date
Human Resources	1 HR Technician	July 2019
Finance	1 Accounting Technician	July 2019
Building Maintenance	1 HVAC Technician	July 2019
Building Maintenance	1 Service Technician	July 2019
Grounds Maintenance	1 Grounds Technician	December 2019
Detention	1 Female Transport Officer/2 PTR Detention Officers	July 2019
Communications	1 Telecommunicator	July 2019
Animal Services	1 PTR Community Cat Coordinator	July 2019
Natural Resources	1 Natural Resources Tech	December 2019
Health Department	4 School Nurses/ 1 Environmental Health Spec.	July 2019
Social Services	1 IMC Supervisor	July 2019
Veterans	1 Customer Service Clerk	July 2019
Senior Services	1 Program Manager	December 2019
Library	1 Branch Supervisor	October 2019
Public Utilities	2 Utility Maintenance/1 Wastewater Operator	2 Utility Maintenance July 2019/Wastewater Dec 2019

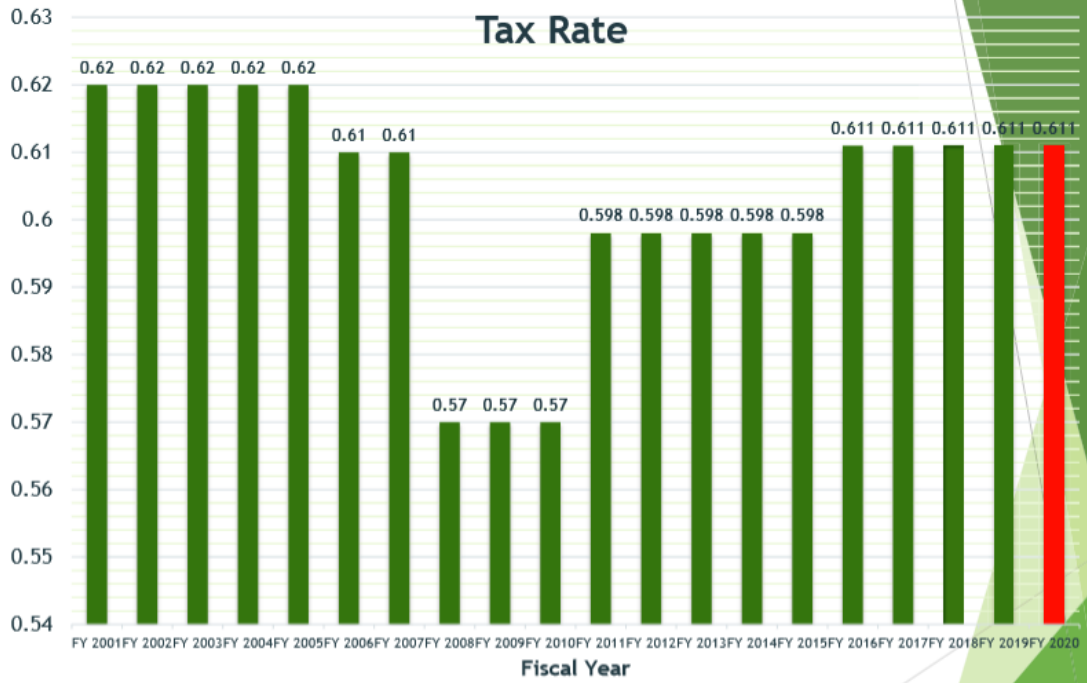
## FY 20 Proposed Property Tax Rate

- ▶ An ad valorem property tax rate of \$.611 per \$100
- ▶ Tax Assessment  
\$10,650,000,000 in FY 19
- ▶ Property tax collection rate of 98.67%

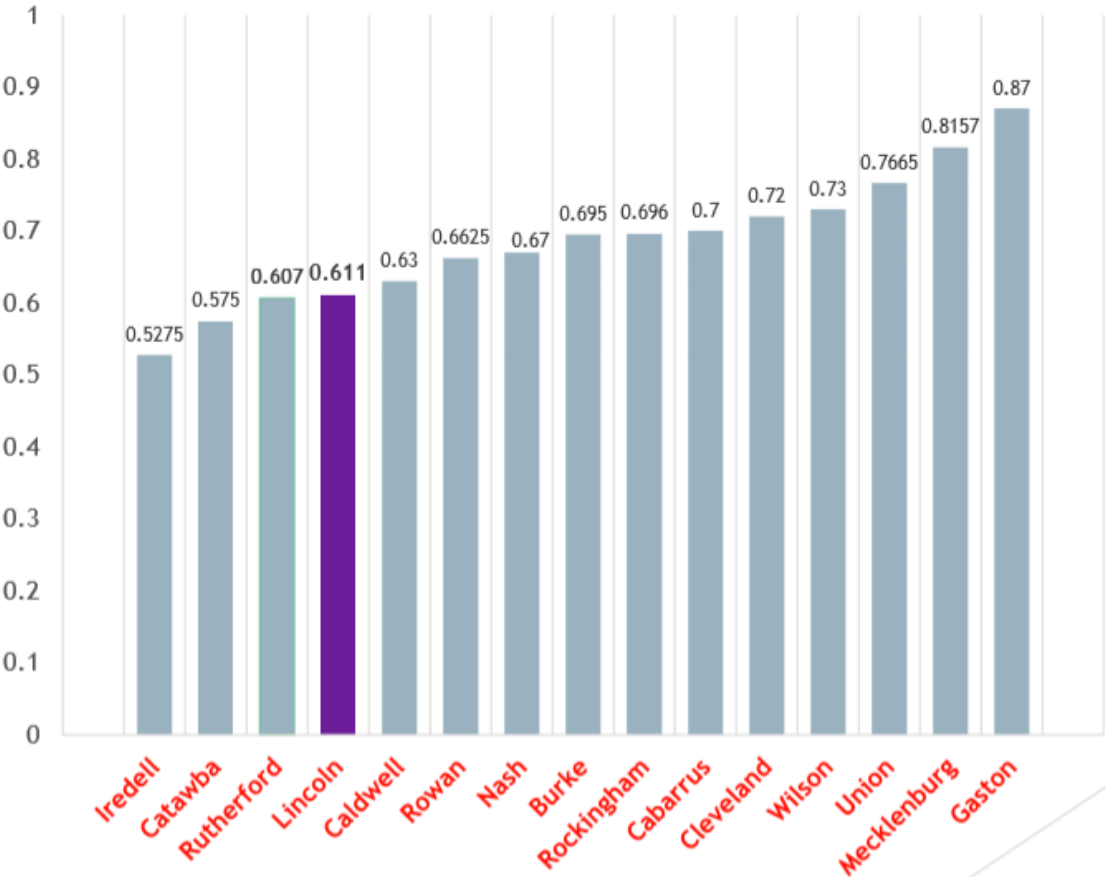
# Tax Rates and Revenues

Tax Rate	Tax Revenue
<b>Current Tax Rate .611</b>	<b>\$58,569,180 Current Revenues</b>
<b>.557 Revenue Neutral</b>	<b>\$58,531,537</b>
.567	\$59,582,372
.577	\$60,633,208
.587	\$61,684,043
.589	\$61,894,210
.599	\$62,945,046
.607	\$63,785,714
<b>.611</b>	<b>\$64,509,858</b>

# Historical Tax Rate Lincoln



# Lincoln Current Tax Rate Compared to Other Counties



## Fund Balance

	2014	2015	2016	2017	2018
<b>General Fund</b>					
<b><u>Non Spendable</u></b>					
<i>Prepays</i>	630,872	631,607	256,545	229,546	226,528
<b><u>Restricted</u></b>					
<i>Stabilization State Statute</i>	8,046,523	6,222,996	5,747,069	5,093,410	6,432,887
<i>Restricted, all other</i>	39,044	1,073,458	1,180,740	1,329,743	1,503,833
<b><u>Committed</u></b>			1,000,000		
<i>Assigned</i>	2,202,711		5,500,388	3,405,237	3,346,021
<b><u>Unassigned</u></b>	12,687,399 13.4%	20,307,623 20.7%	18,408,808 18.4%	24,512,423 23.8%	26,970,285 25.4%
<b><u>Total General Fund Balance</u></b>	<b>23,606,549</b>	<b>27,162,136</b>	<b>33,256,233</b>	<b>34,570,359</b>	<b>38,479,554</b>

# Fund Balance (Unassigned) History

Year	Amount of Unassigned Fund Balance
2008	\$10,239,759
2009	\$15,686,051
2010	\$15,256,358
2011	\$11,342,260
2012	\$11,895,426
2013	\$11,704,605
2014	\$12,687,339
2015	\$20,307,623
2016	\$18,408,808
2017	\$24,512,423
<b>2018</b>	<b>\$26,970,285</b>
	***\$4+/- Million will be used to pay for capital over the next several months***



# Fund Balance Policy

- ❑ Increase the Unassigned Fund Balance Policy from 15% to 20% of the total General Fund Budget.
- ❑ As the budget increases or decreases, the fund balance would follow accordingly.

## Water and Sewer Projects

	2018	2019	2020	2021	2022
Water Plant Expansion	\$14,112,000				
Hwy 73 Waterline		\$5,482,000			
Reepsville Waterline		\$6,250,000			
Wastewater Expansion		\$25,437,160			
Water Treatment Line		\$6,100,000			
Hwy 16 Waterline			\$1,200,000	\$1,200,000	
Sewer Misc. Upgrade		\$250,000	\$500,000	\$500,000	\$500,000
Cleveland Connection					\$2,750,000

## Fund 61 Water and Sewer

- ▶ The proposed budget for Water and Sewer is \$11,139,911. The proposed budget is balanced.
- ▶ As of July 1, 2019, Water Rates will increase 5% and Sewer Rates will increase 15% as a result of the approved Raftelis revenue plan in 2018.

## Solid Waste

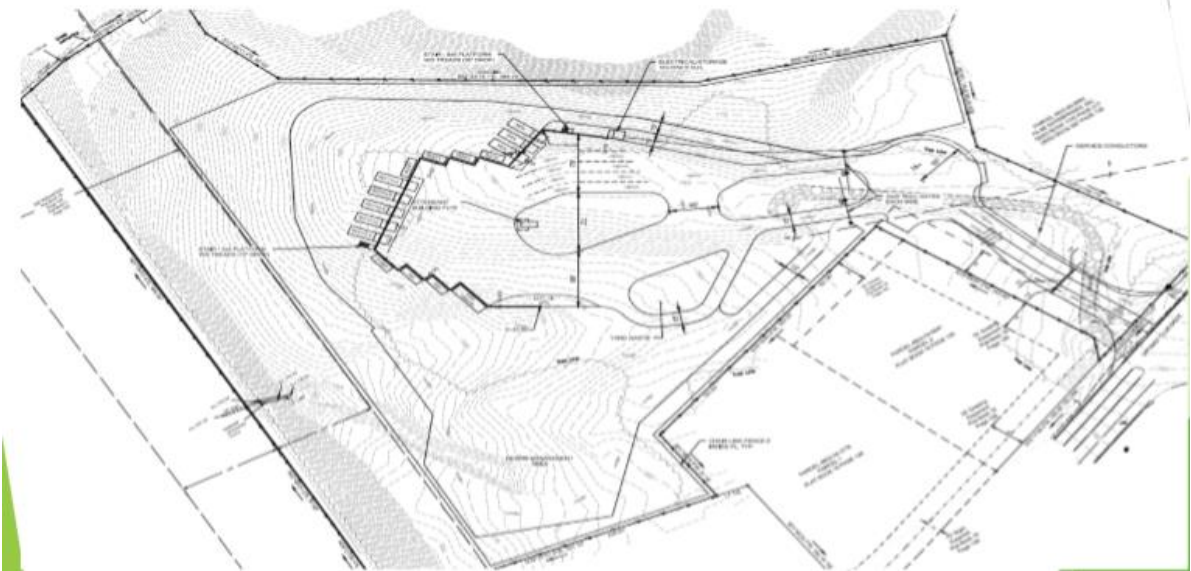
- ▶ **Revenues \$4,740,521**
- ▶ Availability Fee \$ 3,740,521
- ▶ Tipping Fees \$600,000
- ▶ Other Revenue \$ 400,000
  
- ▶ **Expenses \$ 4,740,521**
- ▶ Operation Expenses \$ 3,640,521
- ▶ Equipment and Vehicles \$ 600,000
- ▶ Debt Service \$ 500,000

### ○ Improved Services

- All Sites Open on Sundays ~ 2017
- C&D on Sundays ~ 2018
- Televisions and Monitors Accepted / Electronics Accepted

# Solid Waste Capital Project FY 20 (Optimist Club Convenience Site)

- ▶ Design Complete
- ▶ Compactors for Recycling and MSW
- ▶ Yard Debris Site and Disaster Debris Site
- ▶ Commence August 2019- Completion February 2020



# Proposed Fire District Tax Rate FY 20

	<u>Current Tax Rate</u>	<u>FY 20 Proposed Tax Rate</u>
▶ Alexis-	11.65	11.65
▶ Boger City-	10.50	10.50
▶ Crouse-	8.60	8.60
▶ Denver-	11.50	11.50
▶ East Lincoln-	8.90	<b>9.80</b>
▶ Howards Creek-	12.233	<b>13.55</b>
▶ North 321-	7.00	7.00
▶ North Brook-	10.00	10.00
▶ Pumpkin Center-	9.70	9.70
▶ South Fork-	12.50	12.50
▶ Union-	12.50	12.50

## Fire Revenues Neutral vs. Request

Fire Dept.	Current Tax Rate	Tax Neutral Rate	Neutral Revenue	Tax Proposed	Proposed Revenue	Difference
Alexis	11.65	<b>10.87</b>	\$391,156	<b>11.65</b>	\$419,225	<b>\$28,069</b>
Boger City	10.50	<b>9.56</b>	\$729,820	<b>10.50</b>	\$801,580	<b>\$71,760</b>
Crouse	8.60	<b>7.92</b>	\$149,573	<b>8.60</b>	\$162,415	<b>\$12,842</b>
Denver	11.50	<b>10.23</b>	\$2,441,926	<b>11.50</b>	\$2,745,078	<b>\$303,152</b>
East Lincoln	8.90	<b>7.95</b>	\$2,325,432	<b>9.80</b>	\$2,831,760	<b>\$506,328</b>
Howards Creek	12.23	<b>11.55</b>	\$319,555	<b>13.55</b>	\$407,821	<b>\$88,266</b>
321 North	7.0	<b>6.68</b>	\$561,237	<b>7.00</b>	\$588,123	<b>\$26,886</b>
Northbrook	10.0	<b>9.16</b>	\$349,596	<b>10.0</b>	\$381,656	<b>\$32,060</b>
Pumpkin Center	9.70	<b>6.68</b>	\$515,630	<b>9.70</b>	\$552,055	<b>\$36,425</b>
South Fork	12.50	<b>11.79</b>	\$371,797	<b>12.50</b>	\$394,187	<b>\$22,390</b>
Union	12.50	<b>11.43</b>	\$339,467	<b>12.50</b>	\$371,246	<b>\$31,779</b>

Chairman Mitchem said after sitting through budgets over the years, he commends Mr. Atkins for presenting the budget in an easier manner than was done in the past.

Commissioner McCall thanked Mr. Atkins for this budget and said that the Board appreciates him and what he does.

Mr. Atkins said the public hearing on the budget will be at the next meeting, on June 3, 2019 and adoption can occur after that hearing.

**Public Comments:** Chairman Mitchem opened Public Comments. Being no speakers, Chairman Mitchem closed Public Comments.

**Finance Officer's Report** - Deanna Rios presented the Finance Officer's Report.

**County Manager's Report**: Nothing reported

**County Commissioners' Report**: Commissioner McCall mentioned National EMS Week, which is May 19 – 26. She thanked Partners for the Opioid Summit they hosted last week. She said she attended the 25<sup>th</sup> annual Relay for Life in Lincoln and the Captain D's grand opening. Commissioner McCall said that the Senior Games Closing Ceremony will be Friday.

Commissioner Sigmon said he attended the Stakeholder's Event hosted by LEDA at Trilogy. He said he appreciates LEDA working hard to bring industry into Lincoln County.

**County Attorney's Report**: Nothing reported

**Vacancies/Appointments**: UPON MOTION by Commissioner Cesena, the Board voted unanimously to approve the following appointments:

- **Ag District Advisory Board**

Reappoint:

1. Jeff Lingerfelt
2. Bridgette Lutz

- **Environmental Review Board**

1. reappoint Florence Arrowsmith
2. appoint Tommy Houser

- **Planning Board**

1. James Dean – At Large
2. Doug Tallent – At Large

- **Airport Authority**

1. Milton Sigmon

- **Historic Properties Commission**

1. David Boyles

- **Gaston Cleveland Lincoln Metropolitan Planning Organization - Alternate**

1. Commissioner Bud Cesena (Alternate)

**Other Business:** Mr. Atkins asked the Board to extend the timeframe for the additional part time employees for Environmental Health so they can continue moving forward with permits.

**UPON MOTION** by Commissioner Sigmon, the Board voted unanimously to extend the part time Environmental Health employees 90 days, with September 30 being the end date.

**Closed Session:** **UPON MOTION** by Commissioner Cesena, the Board voted unanimously to enter closed session pursuant to NCGS § 143-318.11. **Closed sessions.(a)**

- (5) To establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease.

The Board returned to open session and Chairman Mitchem announced that no action was taken in Closed Session.

**Adjourn:** **UPON MOTION** by Commissioner Sigmon, the Board voted unanimously to adjourn the meeting.

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Amy S. Atkins, Clerk  
Board of Commissioners

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Carrol Mitchem, Chairman  
Board of Commissioners