

**MINUTES**  
**LINCOLN COUNTY BOARD OF COMMISSIONERS**  
**MONDAY, OCTOBER 18, 2010**

The Lincoln County Board of County Commissioners met on October 18, 2010 at the Citizens Center, Commissioners Room, 115 West Main Street, Lincolnton, North Carolina, the regular place of meeting at 6:30 PM.

**Commissioners Present:**

Alex Patton – Chairman

George Arena

James A. Klein

Carrol D. Mitchem

**Commissioners Absent:**

Vice Chairman Bruce Carlton

**Others Present:**

George A. Wood, County Manager

Martha W. Lide, Assistant County Manager

Jeffrey A. Taylor, County Attorney

Amy S. Atkins, Clerk to the Board

Randy Hawkins, Zoning Administrator

Burns Whittaker, Public Works Director

Ron Rombs, Emergency Medical Services Director

Leon Harmon, Finance Director

**Call to Order:** Chairman Patton called the October 18, 2010 meeting of the Lincoln County Board of Commissioners to order.

Reverend J. V. Allen of Boger City Wesleyan Church gave the Invocation. Chairman Patton led in the Pledge of Allegiance.

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

**AGENDA**

**LINCOLN COUNTY BOARD OF COMMISSIONERS**

**OCTOBER 18, 2010**

6:30 PM Call to Order

Invocation - Rev. J.V. Allen, Boger City Wesleyan Church

Pledge of Allegiance

1. 6:32 PM Adoption of Agenda
2. 6:33 PM Consent Agenda
  - Approval of Minutes
  - October 4, 2010
  - Ordinance #2010-14: An Ordinance Amending the FY 2010 Budget for the County of Lincoln, North Carolina
  - Disposal of Surplus Property
3. 6:35 PM Public Comments
4. 6:50 PM Planning Board Recommendations – Randy Hawkins
  - ZMA #580 - Patrick Elmore, applicant
  - ZMA #581 - Gene Collins, applicant
  - PD #2010-2 - Shoreline Property Management, Inc.
5. 7:05 PM Public Hearing - Community Development Block Grant Funds for Scattered Site Housing from the NC Department of Commerce - Division of Community Assistance James Luster
6. 7:15 PM Public Hearing - Incentive Grant for Existing Industry and Resolution #2010-52: Resolution to Adopt Economic Incentive Grant Agreement - Kara Brown
7. 7:25 PM Motion to Adopt on Second Reading of Ordinance #2010-4: An Ordinance Approving an Agreement Granting a Nonexclusive Construction and Demolition Debris Landfill Franchise to Lake Norman Landfill, LLC - George Wood
8. 7:35 PM Request to Waive Inspection Fee - George Wood
- 8a. Discussion and Adoption of NC 16 Corridor Vision Plan
9. 7:45 PM On Call Architectural Services for Parks and Recreation Projects - Burns Whittaker
10. 7:55 PM Request for Route Match Scheduling Software for TLC - Ron Rombs
11. 8:05 PM Resolution #2010-53: Resolution to Modify the County Personnel Policy - Article VI Holidays and Leave - Martha Lide
12. 8:15 PM Purchase of Pre-Trial Release Equipment - Martha Lide
13. 8:30 PM Proposed Amendment with LEDA on Airlie Business Park - George Wood
14. 8:35 PM Recommendation on Reimbursements to Water and Sewer Fund of Capped Industrial Capacity Development Fees and Resolution #2010-57: A Resolution Adopting a Policy on General Fund Reimbursements of Capped Capacity Development Fees for Large Water Usage Industries - George Wood
15. 8:45 PM Resolution #2010-54: A Resolution Adopting a Policy on Awarding Service Weapons to Retiring Law Enforcement Officers in the Lincoln County Sheriff's Office - George Wood

16. 8:55 PM Resolution #2010-55: Reimbursement Resolution - Leon Harmon
17. 9:00 PM Resolution #2010-56: Reimbursement Resolution for Public Works Projects - Leon Harmon
18. 9:05 PM Finance Officers Report - Leon Harmon
19. 9:10 PM Capital Project Report - Burns Whittaker - Drought Update
20. 9:15 PM County Manager's Report - George Wood - Update on County Tax Administrator Appointment
21. 9:20 PM County Commissioners' Report
22. 9:25 PM County Attorney's Report
23. 9:30 PM Vacancies/Appointments
24. 9:35 PM Calendar
25. 9:40 PM Other Business
26. 9:45 PM Closed Session

Adjourn

**UPON MOTION** by Commissioner Klein, the Board voted unanimously to adopt the agenda removing Item 8a, 16 and 23.

**Consent Agenda:** **UPON MOTION** by Commissioner Klein, the Board voted unanimously to approve the Consent Agenda.

- Approval of Minutes
  - o October 4, 2010
- Ordinance #2010-14: An Ordinance Amending the FY 2010 Budget for the County of Lincoln, North Carolina
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#### ORDINANCE #2010-14: AN ORDINANCE AMENDING THE FY 2011 BUDGET FOR THE COUNTY OF LINCOLN, NORTH CAROLINA

THAT WHEREAS, the Lincoln County Board of Commissioner adopted the FY 2011 Budget by approving Ordinance #2010-05 on June 21, 2010; and

WHEREAS, the Finance Director and County Manager are recommending further amendments as shown on the attachments herein; and

WHEREAS, the Lincoln County Board of Commissioners wishes to approve those proposed budget amendments;

NOWTHEREFORE BE IT ORDAINED AND ESTABLISHED by the Board of Commissioners of Lincoln County, North Carolina, that the FY 2011 Budget previously adopted is hereby amended as follows:

Section 1. That the budget adjustments attached hereto, and incorporated herein by reference as Exhibit A to Ordinance #2010-14, are hereby approved and adopted as amendments to the FY 2011 Budget.

Section 2. That this amendment to the budget shall become effective immediately upon its adoption by the Board of Commissioners.

Passed and adopted this 18<sup>th</sup> day of October 2010.

BY:

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Alex E. Patton, Chairman  
Lincoln County Board of Commissioners

ATTEST:

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Amy S. Atkins  
Clerk to the Board

- Disposal of Surplus Property

**Public Comments:** Chairman Patton advised that this was the time the Board of Commissioners would receive comments from the citizens regarding any matter they desired to address.

Robert Avery, 843 Newton Lane, stated that the GIS needs to be updated for security purposes since criminal activity is taking place on GIS systems.

Being no additional speakers, Chairman Patton declared the public comments section closed.

**Planning Board Recommendations – Randy Hawkins:**

**Zoning Map Amendment No. 580 – Patrick Elmore, applicant:** The Planning Board voted 9-0 to recommend approval.

**UPON MOTION** by Commissioner Arena, the Board voted unanimously to approve the Planning Board's recommendation along with the Statement of Consistency and Reasonableness.

**Zoning Map Amendment No. 581 – Gene Collins, applicant:** The Planning Board voted 9-0 to recommend approval.

**UPON MOTION** by Commissioner Arena, the Board voted unanimously to approve the Planning Board's recommendation along with the Statement of Consistency and Reasonableness.

**Planning Development #2010-2 – Shoreline Property Management, applicant:** The Planning Board voted 9-0 to recommend approval with the following conditions:

- 1) The General Provisions text on the Rezoning Plan shall be removed.
- 2) A phasing plan outlining a proposed sequence of improvements shall be added to the Rezoning Plan.
- 3) Improvements shall be completed to widen the radius for right turns onto South Little Egypt Road from N.C. 16 Business.
- 4) The driveway leading to a future connection across the Caromont property that would line up with Waterside Crossing Boulevard shall be reoriented to make it a main access and to make Advance Avenue a secondary access.
- 5) The rear facades of apartment buildings that face a public or semi-public area shall consist of at least two different materials exclusive of trim, the same as the front and side facades.

**UPON MOTION** by Commissioner Arena, the Board voted unanimously to approve the Planning Board's recommendation with the conditions noted.

**Public Hearing – Incentive Grant for Existing Industry and Resolution No. 2010-52: Resolution to Adopt Economic Incentive Grant Agreement – Kara Brown:** Kara Brown presented the information concerning Calico Coatings, Inc. in Denver. They are expanding with new machinery. This expansion will include equipment and on or before March 1, 2011 Calico Coatings shall begin installation of manufacturing equipment in Lincoln County. Within 2 years of this agreement, Calico shall make an investment in machinery and equipment of \$1.5 million, of which \$1,050,000 will qualify for incentives under the Lincoln County Incentive Grant Policy. They shall provide at least 2 new jobs with average weekly wages of \$600. The county will provide \$3,890.25 per year for a five year period.

#### **RESOLUTION TO ADOPT ECONOMIC INCENTIVE GRANT AGREEMENT WITH CALICO COATINGS**

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, Calico Coatings has developed plans for new 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 and Calico Coatings.

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 18<sup>th</sup> day of October, 2010.

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Alex Patton, Chairman  
Lincoln County Board of Commissioners

ATTEST:

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Amy S. Atkins, Clerk to the Board

### **LINCOLN COUNTY INCENTIVE GRANT AGREEMENT**

NORTH CAROLINA

LINCOLN COUNTY

THIS AGREEMENT is made and entered into as of the 18th day of October 2010, by and between LINCOLN COUNTY, a body corporate and politic (hereinafter referred to as "the County"), and Calico Coatings, a NC corporation (hereinafter referred to as Calico Coatings).

WITNESSETH:

WHEREAS, Calico Coatings has developed plans for the expansion of equipment in Lincoln County, North Carolina; and

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 Calico Coatings 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 March 1, 2011, Calico Coatings shall begin installation of manufacturing equipment in Lincoln County, North Carolina.
2. Within two years of the date of this agreement, Calico Coatings shall make an investment upon such site in machinery and equipment of \$1,500,000, of which \$1,050,000 will qualify for incentives under the Lincoln County Industrial Incentive Grant Policy.
3. Within two years of the date of this agreement, Calico Coatings shall provide at such site at least 2 new jobs paying average weekly wages of \$600.00.
4. In consideration of the performance of the aforesaid obligations by Calico Coatings, the County will provide cash grants to Calico Coatings of \$3,890.25 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 Calico Coatings within 30 days after Calico Coatings 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 I grant under the Lincoln County Industrial Development Incentive Grant Policy for New and Existing Industries.
5. In the event that the value of the investment actually made by Calico Coatings pursuant to this agreement is greater or less than the aforementioned contract amount, the incentive grants to be provided hereunder will be adjusted upward or downward on a pro-rata basis.
6. Calico Coatings 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, Calico Coatings 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.

Calico Coatings

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

ATTEST:

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Secretary

LINCOLN COUNTY

By: \_\_\_\_\_  
Alex E. Patton, Chairman  
Board of Commissioners

ATTEST:

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Amy S. Atkins  
Clerk to the Board of Commissioners

NORTH CAROLINA

LINCOLN COUNTY

This the \_\_\_\_\_ day of \_\_\_\_\_, 2010, personally came before me \_\_\_\_\_ and acknowledged that he/she is Secretary of Calico Coatings, a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by him/her as its Secretary.

Witness my hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

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

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

NORTH CAROLINA

LINCOLN COUNTY

This the \_\_\_\_\_ day of \_\_\_\_\_, 2010, personally came before me Amy S. Atkins, Clerk to the Board of Commissioners of Lincoln County, North Carolina, who being by me duly sworn says that she knows the common seal of the County of Lincoln, North Carolina and is acquainted with Alex E. Patton, who is the Chairman of the Board of Commissioners of Lincoln County, North Carolina, and that she, the said Amy S. Atkins, is the Clerk to the Board of

Commissioners of Lincoln County, North Carolina, and saw the Chairman of the Board of Commissioners of Lincoln County, North Carolina, sign the foregoing instrument and affix said seal to said instrument and that she, the said Amy S. Atkins, signed her name in attestation of said instrument in the presence of said Chairman of the Board of Commissioners of Lincoln County, North Carolina.

My Commission Expires: \_\_\_\_\_  
\_\_\_\_\_  
Notary Public

Chairman Patton opened the public hearing.

Being no speakers, Chairman Patton declared the public hearing closed.

**UPON MOTION** by Commissioner Arena, the Board voted unanimously to approve the Incentive Grant for and Resolution No. 2010-52: Resolution to Adopt Economic Incentive Grant Agreement.

**Motion to Adopt on Second Reading of Ordinance #2010-4: An Ordinance Approving an Agreement Granting a Nonexclusive Construction and Demolition Debris Landfill Franchise to Lake Norman Landfill, LLC – George Wood:**

**ORDINANCE #2010-4: AN ORDINANCE APPROVING AN AGREEMENT GRANTING A  
NONEXCLUSIVE CONSTRUCTION & DEMOLITION DEBRIS LANDFILL FRANCHISE TO  
LAKE NORMAN LANDFILL, LLC**

**WHEREAS**, the Board of Commissioners enacted the Lincoln County Landfill Franchise Ordinance on November 7, 2003; and

**WHEREAS**, North Carolina General Statute §153A-136(a)(3) authorizes counties to regulate the disposal and other disposition of solid wastes by granting franchises to one or more persons for the non-exclusive right to commercially dispose of solid wastes within the county; and

**WHEREAS**, Lake Norman Landfill, LLC (hereinafter called “Lake Norman”) is currently operating under NC Department of Environment and Natural Resources Permit #5504-CDLF-1999 an approximately 31.3-acre construction and demolition debris landfill (the “Landfill”) situated on an approximately 115 acre site within the jurisdiction of Lincoln County; and

**WHEREAS**, at the time that Lake Norman Landfill, Inc. began operations at the Landfill, the County by affidavit affirmed to the North Carolina Department of Environment and Natural Resources (“DENR”) that Lake Norman had all required approvals for operation of the Landfill; and

**WHEREAS**, Lake Norman Landfill, Inc. wanted to move forward with the next phase of the Landfill pursuant to a new Ordinance Granting a Nonexclusive Construction and Demolition Debris Landfill Franchise to Lake Norman Landfill, Inc.; and

**WHEREAS**, the Board of Commissioners granted in January, 2004 to Lake Norman Landfill, Inc. a nonexclusive franchise for the disposal of construction and demolition debris in Lincoln County in said landfill; and

**WHEREAS**, in lieu of host fees, the Board of Commissioners and Lake Norman Landfill, Inc. had agreed to establish a grant program, which has been funded by Lake Norman in accordance with that

Franchise Agreement to be used for grants to non-profit organizations operating in and for the benefit of Lincoln County; and

**WHEREAS**, Lake Norman has succeeded to all the interests of Lake Norman Landfill, Inc. in this franchise and the ownership and operation of this landfill; and the ownership of Lake Norman is as shown on the Organizational Chart attached hereto as Exhibit #1; and

**WHEREAS**, the Lincoln County Board of Commissioners and Lake Norman wish to renew this franchise agreement under the terms and conditions set out below;

**NOW, THEREFORE, THE BOARD OF COMMISSIONERS FOR THE COUNTY OF LINCOLN, NORTH CAROLINA DOES HEREBY ORDAIN:**

**Section 1.** Pursuant to the Lincoln County Landfill Franchise Ordinance and North Carolina General Statutes §130A-294, §153A-121 and §153A-136, Lake Norman is hereby granted an extension of its nonexclusive franchise, as amended herein, for its Construction and Demolition Landfill on Quarry Lane in Lincoln County as currently permitted by the NC Department of Environment and Natural Resources, Solid Waste Division, and to operate said Landfill in Lincoln County. Any change in the permitting process that proposes changes to the size, location, or operation of this landfill must be approved by Lincoln County.

**Section 2.** Nothing contained in this Agreement shall prohibit Lincoln County from operating a landfill for construction and demolition waste or from granting franchises to other entities to operate such landfills.

**Section 3.** The renewal term of the Franchise and Agreement shall be for a ten year term, beginning October 1, 2010 and ending on September 30, 2020.

**Section 4.** Lake Norman agrees to operate the Landfill in accordance with Conditional Use Permit No. 107, as amended, issued by the County to Lake Norman Landfill, Inc. and in compliance with all applicable laws, regulations, rules and governmental orders. Conditional Use Permit No. 107 is attached hereto as Exhibit #2, and incorporated herein as a part of this Franchise Agreement.

**Section 5.** Allied shall furnish the County Manager with a copy of the report required to be filled with the NC Department of Environment and Natural Resources pursuant to NCGS 130A-309.09D(b). Said report shall be furnished to the County Manager within fourteen (14) days of its issuance to those State agencies.

**Section 6.** The population to be served by the Landfill will consist primarily of commercial contractors who specialize in construction, demolition, and land-clearing activities and haulers who haul materials generated from such activities. The area to be served by the landfill will be the area of approximately 100 miles around the Landfill.

**Section 7.** It is anticipated that Lake Norman will accept up to approximately 200,000 tons of waste annually. The waste stream that may be accepted by the Landfill will be composed of all waste that may be accepted at permitted construction and demolition debris landfills by applicable North Carolina laws and regulations.

**Section 8.** The anticipated useful life of the Landfill is approximately twenty (20) years.

**Section 9.** Lake Norman will pay a franchise and host fee to Lincoln County of one dollar (\$1.00) per ton of material disposed of in this landfill, with payments to be made in quarterly installments. The payments shall be made by the 10<sup>th</sup> of the month following the end of each quarter ending in March, June, September, and December. The payments per ton must correspond to the tonnage in the annual report to DENR referenced above. This one dollar (\$1.00) per ton franchise and host fee shall begin on October 1, 2010. For the month of September, 2010, the franchise fee shall be 1/12 of the fifty-thousand dollar

(\$50,000.00) annual franchise fee under the current franchise ordinance and agreement, or four thousand one hundred sixty-six dollars (\$4,166.00).

If the annual tonnage disposed of does not generate a minimum of thirty-five thousand dollars (\$35,000.00) in franchise and host fees, Lake Norman agrees to pay a minimum franchise and host fee of thirty-five thousand dollars (\$35,000.00). Lake Norman's obligation to pay the franchise fee will terminate prior to the termination of this Agreement if the Landfill closes or ceases doing business. Lake Norman will not have an obligation to pay the quarterly payment for any quarter during which no waste is accepted at the Landfill. In the event that the Landfill should close or cease doing business during a quarter, a pro rata share of the quarterly payment will be made no later than the 10<sup>th</sup> day after the last day of the quarter.

The quarterly franchise fee payments will be made out to Lincoln County and remitted to the Lincoln County Finance Director for deposit into the County's General Fund

The County, or an agent acting on its behalf, shall be given full access to customer disposal receipts, weight tickets, and other financial information sufficient to verify the tonnages, prices charged, and the County of origin of each load of waste. Such access shall be granted at any time during normal business hours.

**Section 10.** The renewal application and fee of \$1,000.00 have been received.

**Section 11.** Pursuant to NCGS 153A-136(a)(3) and (4), the schedule of fees for the landfill shall be subject to approval by the Board of Commissioners in a separate resolution. Any subsequent increase in the schedule of fees shall be submitted to the Board of Commissioners at least thirty (30) days prior to the effective date of the rate increase. Approval by the Board of Commissioners shall require only one reading and adoption.

**Section 12.** Lake Norman may assign this Franchise and Agreement or any right accruing under this Franchise and Agreement provided that Lake Norman has given written notice to the County, and the Board of Commissioners has agreed to such assignment. The County shall not unreasonably withhold such approval. In the event of any assignment, the assignee shall receive the rights and assume the liabilities of Lake Norman.

**Section 13.** Should Lake Norman be found in violation of federal or state laws or regulations, or of the terms and conditions of this Franchise and Agreement, and after written notification by the County Manager has not corrected said violations to the issuing agencies' satisfaction within thirty (30) days, Lincoln County may terminate this Franchise and Agreement for non-performance.

**Section 14.** All Notices required in this Franchise and Agreement shall be deemed properly sent if mailed to the following persons:

For Lincoln County:

George Wood  
County Manager  
115 W. Main Street  
Lincolnton, NC 28092

For Allied:

Lake Norman Landfill  
Attn: Brad Green  
7099 Quarry Lane  
Stanley, NC 28164

CMS Landfill V  
Attn: Brad Green  
5105 Morehead Road  
Concord, NC 28027

Either party may change the name and address to whom notices must be sent by sending written notice of such change to the other party.

**Section 15.** This Franchise and Agreement shall be interpreted and enforced under the laws of the State of North Carolina.

**Section 16.** Should any part of this Franchise and Agreement be declared invalid by a court having competent jurisdiction, all other parts of it shall remain in full force and effect except as follows. If any aspect of the required payments to Lincoln County, or the regulation of the rates by Lincoln County shall be declared invalid, then the parties agree to renegotiate the terms and conditions of this Franchise and Agreement within sixty (60) days of such declaration. If the parties cannot come to a mutual agreement during said negotiations, either party may choose to end this Franchise and Agreement upon written notice at least sixty (60) days prior to such termination.

**Section 17.** This ordinance requires reading and approval at two regular meetings of the Board of Commissioners of Lincoln County, pursuant to and as required by N.C.G.S. §153A-46, and will become effective retroactively to October 1, 2010.

First Reading and Approval on October 4, 2010.

Second Reading and Approval on October 18, 2010.

This 18th day of October, 2010.

LINCOLN COUNTY, NC BOARD OF  
COMMISSIONERS:

ATTEST:

By: \_\_\_\_\_  
Alex E. Patton  
Chairman, Board of Commissioners

\_\_\_\_\_  
Amy S. Atkins  
Clerk to the Board

LAKE NORMAN LANDFILL, LLC

ATTEST:

By: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

\_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

**UPON MOTION** by Commissioner Klein, the Board voted unanimously to approve the Second Reading of Ordinance #2010-4: An Ordinance Approving an Agreement Granting a Nonexclusive Construction and Demolition Debris Landfill Franchise to Lake Norman Landfill, LLC.

**Request to Waive Inspection Fee – George Wood:** Mr. Wood stated that there is a request from St. Paul's Lutheran Church in Crouse to waive the inspection fees. This

was tabled at the last meeting because the Board wanted to know what the fee is. Kelly Atkins confirmed that the fee is \$200. Mr. Wood said staff's recommendation is that this fee not be waived since it has not been done for any other organizations like that. Approval of this request will set precedence for waived fees for all churches and probably all non-profits.

**UPON MOTION** by Commissioner Klein, the Board voted unanimously to deny the Request to Waive Inspection Fee as outlined by the County Manager.

**On Call Architectural Services for Parks and Recreation Projects – Burns Whittaker:** Burns Whittaker presented the following information.

1. The Parks and Recreation Department has several projects in the CIP for this year. Additionally, there are several grant programs which can generate funds for additional projects in the coming years.
2. Most of these projects are fairly small in scope but do require the services of an architect or engineer for preliminary planning, grant application, permitting and or design. Rather than go through the costly process of soliciting for architectural services for each individual project, we have opted select three firms based on qualifications and place them on an “on call” basis. Eight proposals were received and the firms ranked by a selection committee on Sept 30.
3. Actual work will be issued to one of the three firms as the services are required through use of a Task Order. The Task Order will be issued in accordance with the approved budget and the County’s Purchasing Manual. Fees will be negotiated with the firm most suited to the type of work required. Should a fair and reasonable price not be reached, the County has the right to offer it to one of the other firms. Finally, the County has reserved the right to solicit proposals for any specific project separate from the On Call list. There is no minimum guaranteed to any of the three firms. The firms will remain on the On Call list for three years with the option to extend this for a two additional years.
4. The Selection Board recommends that the Board approve the following firms for placement on the On Call List:

CES Group, Inc  
Denver, NC

Wirth and Associates  
Charlotte, NC

Goodwyn, Mills and Cawood, Inc.  
Greenville, SC

**UPON MOTION** by Commissioner Arena, the Board voted unanimously to approve the On Call Architectural Services for Parks and Recreation Projects.

**Request for Route Match Scheduling Software for TLC – Ron Rombs:** Ron Rombs presented the following information.

Transportation Lincoln County (TLC) provides human services and public transportation services to the residents of Lincoln County. TLC is a county owned and managed department. TLC schedules and completes billing for over 38,000 trips per year. This task is very man-hour intensive and requires several Lincoln County agencies to manually review, verify and approve invoices and validate services provided.

Information required for this process is entered into an automated system called Trip Maker. Trip Maker is not designed to be accessible to multiple agencies or locations and is very limited for user options.

Mr. Rombs requested that the Board approve the purchase of Route Match software under the North Carolina State contract price of \$55,255. Funding for this software has been approved in the FY 2011 CIP budget in line number 44-4525-5324-5520. Route Match software is utilized by most Transportation Departments in North Carolina and is designed for multiple agency, multiple location use. This software is also compatible with all other systems within the region and will allow for consolidation of transportation data for North Carolina Department of Transportation and the Federal Transit Administration. Lincoln County shall see an immediate benefit of approximately 18-20% improvement in staff productivity by reducing the generation of paper request and the elimination of reviewing and verification of schedules and trips.

**UPON MOTION** by Commissioner Arena, the Board voted unanimously to approve the Request for Route Match Scheduling Software for TLC.

**Resolution #2010-53: Resolution to Modify the County Personnel Policy – Article VI: Holidays and Leave – Martha Lide:** Martha Lide presented the following information.

It is recommended that the Board approve the attached Resolution, which modifies Article VI. Holidays and Leave of the Lincoln County Personnel Policy. The change is a modification to Section 21. Family Medical Leave Act of 1993.

Section 21. Family Medical Leave Act of 1993:

Section 21, Article VI of the County's current Personnel Policy, Family Medical Leave Act of 1993 does not reflect recent changes in FMLA leave entitlement for employees serving in the military and family. The proposed revision deletes the entire old section and replaces it with an updated Section 21 which is consistent with the Federal Family and Medical Leave Act of 1993 and as amended also by the National Defense Authorizations Act of 2008. Significant changes are as follows:

- Change in eligible employees that may qualify for non-medical FMLA leave to include the circumstances of Military Deployment to a Foreign Country; when the spouse, son, daughter, (includes adult children), or parent, is a member of the Armed Forces, including the National Guard or Reserves, and is in or called to active duty, or has been notified of an impending call or order to active duty for deployment to a foreign country.
- The definition of parent as being biological or adoptive to now include stepparent, family member, or domestic partner, who are standing in loco parentis with day-to-day responsibilities to care for or financially support a child.
- Change in eligibility of employee to include Military Care Giver to care for the employee's spouse, son, daughter, (includes adult children), parent, or next of kin, who is a covered service member with a serious injury or illness sustained or existed before the member's active duty and was aggravated by service, in the line of duty while on active duty. Eligible employees may qualify for up to 26 weeks of leave in a single 12 month period.

Department directors/supervisors and administrative department staff that oversee the administration of FMLA within their department will be trained on the updated policy.

## RESOLUTION

### **RESOLUTION TO AMEND LINCOLN COUNTY PERSONNEL POLICY WITH RESPECT TO THE ARTICLE VI. HOLIDAYS AND LEAVE**

**WHEREAS**, the Lincoln County Personnel Policy adopted by Resolution of the Board of Commissioners in 2005 and made effective September 1, 2005, contains provisions regulating the conditions of employment, and

**WHEREAS**, the Board believes that it is necessary and desirable to amend the existing provisions to address concerns and changes in the Family Medical Leave Act of 1993,

**NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED**, that the Lincoln County Personnel Policy, Article VI. Holidays and Leave, Section 21 is amended to include the attached provisions concerning the Family Medical Leave Act of 1993.

That this amendment shall become effective \_\_\_\_\_.

Adopted this \_\_\_\_\_ day of October, 2010.

LINCOLN COUNTY

By: \_\_\_\_\_  
Alex Patton, Chairman  
Board of Commissioners

ATTEST:

\_\_\_\_\_  
Amy Atkins  
Clerk to the Board of Commissioners

**UPON MOTION** by Commissioner Mitchem, the Board voted unanimously to approve Resolution #2010-53: Resolution to Modify the County Personnel Policy – Article VI: Holidays and Leave.

**Public Hearing – Community Development Block Grant Funds for Scattered Site Housing from the NC Department of Commerce – Division of Community Assistance – James Luster:** James Luster presented the information:

The purpose of the Scattered Site Housing public hearing is to inform the public that Lincoln County has received \$400,000 from the North Carolina Department of Commerce, Division of Community Assistance.

Program funds will be used to provide housing repair assistance to qualified low and moderate income families in Lincoln County.

Applicants have been pre-selected and program activities will begin within 90 days.

Chairman Patton opened the public hearing.

Being no speakers, Chairman Patton declared the public hearing closed.

**Purchase of Pre-Trial Release Equipment – Martha Lide:** Martha Lide presented the following information.

It is recommended that the Board approve the attached agreement with G4S Justice Solutions for leasing Inmate Monitoring equipment and monitoring services for the Pre Trial Release Program. The anticipated first annual year cost is not expected to exceed \$40,000. However, if there is an approved, budgeted program expansion within the four one year renewal option period, the annual contract may increase in future years. The Pretrial Release program is an initiative that was approved in the 2010-11 budget. One officer will be responsible for supervising no more than 20 individuals who will be monitored electronically in the community. The program is anticipated to save the County substantial amounts in reduced housing and medical costs.

The process for making this recommendation to award the attached contract was as follows:

- In June/July 2010, an RFP was sent to six vendors/service providers to solicit proposals to lease an Electronic Inmate Monitoring System for Low Risk Offenders. Four vendors expressed concern that our specified requirements were limiting competition and should be modified, so the RFP was canceled.
- All six vendors were then invited to provide a demonstration of their products so that we could develop a better understanding of the requirements of the equipment/services, and so we could ensure fair competition. The following are the members of the committee that reviewed the presentations:
  - Purchasing Agent
  - Jail Administrator
  - Assistant Jail Administrator
  - Field Deputy Administrating the program (EOPM Officer)
  - District Attorney
- All six vendors responded that they would be providing a presentation / demonstration to the committee, however, only four actually showed up as

scheduled. Each vendor provided a reference list along with “convenience contracts” for their services. A convenience contract is one where a county or state agency has completed an RFP Process, and has an existing contract which other governmental entities can also execute.

- The four vendors were asked to provide the county with their equipment for evaluation in the field. Two vendors were eliminated from consideration because their equipment did not function properly.
- A Sheriff’s Office Deputy made site visits to nearby counties that utilize equipment supplied by the two vendors (ISecurTrac and G4S Justice Solutions) who were still under consideration. He was able to see the equipment in operation to measure its ease of operation and reliability.
- G4S Justice Solutions equipment/service is recommended because:
  - Reliability of the equipment, ease of software use, customer support/service and monitoring
  - Pricing on the GPS devices
  - Several neighboring counties/departments (Charlotte-Mecklenburg Police, Catawba County and Caldwell County) are currently using G4S Justice Solution’s equipment, and Gaston County will begin using their equipment in February 2011. Using the same equipment as neighboring communities will allow us to enter into agreements with them to track inmates who might cross county boundaries and commit crimes.
  - G4S Justice Solution’s equipment consists of a one piece anklet as opposed to a separate receiver and transmitter. It has a longer life battery which will result in fewer alarms for low battery.
  - The system has the capability of tracking indoors through cellular triangulation.

We are able to comply with our purchasing policy, and enter into a “convenience” contract with G4S Justice Solutions by adding onto their existing contract with Miami-Dade County. Miami-Dade County went through an RFP process within the last year and now contracts with them.

- The contract does not call for a minimum number of units.
- Cancelation is as simple as returning all rental equipment.
- Prices are calculated based on the total number of units in use with all participating agencies in each respective plan per month. Currently, the costs for Passive GPS units are \$3.99/unit/day, and \$8.25/unit/day for Active GPS units. As more agencies participate, pricing automatically adjusts for all participating agencies, and may reduce to as low as \$3.89 for Passive GPS, and \$5.00 for Active GPS.
- Voice Verification cost is \$2.15/day for up to five tests, and Radio Frequency cost is \$2.45/unit/day. VI-CAP (Video Capture) Breath Alcohol testing device cost is \$5.00/unit/day for two tests per day.
- The contract includes 20% onsite spare equipment at no additional charge.

**ATTACHMENT A**  
**LINCOLN COUNTY TERMS AND CONDITIONS**

These Lincoln County Terms and Conditions (this "Attachment A"), dated October 18, 2010, are authorized by and between G4S Justice Services, LLC, a Delaware corporation with its principal offices located at 2000 RiverEdge, NW, Suite GL-100 Atlanta, GA 30328 ("Contractor"), and Lincoln County, a branch, agency, or political subdivision of the State of North Carolina, with its principal place of business at 115 West Main Street, Lincolnton, NC 28092 ("Customer").

The parties agree to observe the following Lincoln County Terms and Conditions with regard to Customer's execution of the Miami-Dade County Joint Revenue and Entity Revenue Sharing Agreement Application Form and Customer's participation in Miami-Dade County, Florida Electronic Monitoring Devices and Related Services Agreement No. RFP 647 (attached hereto.). The following Lincoln County Terms and conditions are referenced below as they appear in Miami-Dade County, Florida Electronic Monitoring Devices and Related Services Agreement No. RFP 647.

**Article 6. Notice Requirements:**

(1) To the County:  
a. To the Project Manager:  
Lincoln County Sheriff's Office  
Inmate Pre – Trail Release Program  
700 John Howell Memorial Drive  
Lincolnton, NC 28092

Attention: Lt. Mark Eakers  
Phone: (704) 736-4814  
e-mail: meaker@lincolnsheriff.org

To the Agreement Manager:  
Lincoln County Manager  
115 West Main Street  
Lincolnton, NC 28092

Attention: Martha Lide  
Phone: (704) 736-8489  
e-mail: mlide@lincolncounty.org

**Article 7. Payment for Services/Amount Obligated**

- The second sentence shall be deleted and not replaced
- The third paragraph shall read :  
With respect to travel and travel related expenses, the contractor agrees that all travel must be approved in advance, in writing, by the County.

**Article 9. Methods and Times of Payment**

This shall be removed in its entirety and replaced with the following:  
Invoices shall be submitted monthly and payment for services provided by the Contractor shall become due within thirty (30) days of receipt of an approved invoice from the Contractor. Invoices shall show the County's purchase order

**ATTACHMENT A**  
**LINCOLN COUNTY TERMS AND CONDITIONS**

number and shall be approved by the Lincoln County Sheriff's Office (project manager).

Article 10. **INDEMNIFICATION AND INSURANCE AGREEMENT**

The Contractor shall indemnify the County against any and all liability, claims, and costs of whatsoever kind and nature, for injury to or death of any persons, for loss or damage to any property in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work in connection with this agreement resulting in whole, or in part from the acts or omissions of the Contractor, or any employee, agent, or representative of the Contractor, and too, the Contractor shall pay all royalties and license fees and shall defend all suits or claims for infringement of any patent rights or copyright rights and shall save the County from loss on account thereof

**Lincoln County Insurance Requirements**  
**GL of \$1,000,000.00**

**I. Contractor Insurance Requirements**

Contractor shall maintain at all times during the term of this Agreement, at the contractor's sole expense:

**A. Commercial General Liability Insurance**

Contractor shall maintain Commercial General Liability insurance, including coverage for products and completed operations liability, contractual liability, liability from independent contractors, property damage liability, bodily injury liability, and personal injury liability with limits of not less than \$1,000,000.00 per occurrence, and \$1,000,000.00 annual aggregate. The limits may be satisfied by a combination of primary and excess insurance. The coverage shall be written on an occurrence basis.

**B. Business Automobile Insurance**

At all times while the Contractor's representatives are conducting on-site work, the Contractor shall maintain Business Auto insurance for any owned, hired, rented, or borrowed vehicle with a limit of not less than \$1,000,000.00 per occurrence combined single limit for bodily injury and property damage liability. The limit may be satisfied by a combination of primary and excess insurance.

**C. Workers Compensation & Employers Liability Insurance**

At all times while the Contractor's representatives are conducting on-site work, Contractor shall maintain statutory Workers Compensation insurance in accordance with the laws of North Carolina. Contractor shall also maintain Employers' Liability insurance with limits of not less than \$100,000 per accident and \$100,000 each employee for injury by disease.

**ATTACHMENT A**  
**LINCOLN COUNTY TERMS AND CONDITIONS**

**D. General Requirements**

1. Prior to beginning the work, Contractor shall provide written evidence of insurance as requested by the County to confirm that these insurance requirements are satisfied.
2. Lincoln County shall be named as an additional insured under Contractor's automobile and general liability insurance. In the event of a loss arising out of, or related to the Contractor's services performed under this Agreement, Contractor's Liability insurance shall be primary (pay first) with respect to any other insurance which may be available to the County, regardless of how the "other insurance" provisions may read.
3. The workers compensation policy must contain a waiver of subrogation in favor of the County
4. Contractor shall be responsible for insuring all of his/her own personal property, improvements, and betterments.
5. All insurance policies put forth to satisfy the above requirements shall require the insurer to provide a minimum of thirty (30) days notice to the County of any material change in coverage, cancellation, or non-renewal.
6. All insurance put forth to satisfy the above requirements shall be placed with insurance companies licensed to provide insurance in the state of North Carolina. Any deductibles or self-insured retentions in the required insurance shall be subject to approval by the County.
7. Contractor shall provide certificates of insurance to the County as evidence of the required coverage. Contractor agrees to provide complete copies of policies if requested. Failure of Contractor to provide timely evidence of insurance, or to place coverage with insurance, or to place coverage with insurance companies acceptable to the County, shall be viewed as Contractor's delaying performance entitling the county to all appropriate remedies under the law including termination of the contract.

The following needs to be incorporated into the contract:

Miami Dade shall be replaced as Lincoln County

**GOVERNING LAW**

This contract is made under and shall be governed and construed in accordance with the laws of Lincoln County and the State of North Carolina.

**SITUS**

**ATTACHMENT A**  
**LINCOLN COUNTY TERMS AND CONDITIONS**

The place of this contract, its situs and forum, shall be Lincoln County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined

**APPROPRIATIONS**

The Contractor agrees and understands that payment as specified in the resulting contract for the period set forth herein, or any extensions or renewal thereof is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose and the contract shall automatically terminate upon depletion of such funds.

**FUNDING:**

Lincoln County represents and warrants that all payments due and to become due during the current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the Services, and it is Lincoln County's intent to use the Service for the entire term of this Agreement and to make all payments required under this Agreement. If the Lincoln County legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, this agreement may be terminated. To effect this termination, Lincoln County must give written notification to the vendor at least 15 days prior to the beginning of the fiscal year for which the legislative body does not appropriate funds.

***The following pre-audit statement shall be included to all contracts.:***

**PREAUDIT STATEMENT:**

THIS INSTRUMENT has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act as amended.

*Date:* \_\_\_\_\_

*Finance Officers Signature* \_\_\_\_\_

IN WITNESS HEREOF, the parties have by their duly authorized officials have executed this Agreement.

Customer: Lincoln County

Provider: G4S Justice Services, LLC

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTACHMENT A**  
**LINCOLN COUNTY TERMS AND CONDITIONS**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Page 5 of 5

Lt. Mark Eaker stated that their primary goal is medical concerns.

Chairman Patton asked how difficult these are to get off.

Lt. Eaker stated that they have heard the horror stories of people soaking them in water and cutting them. He said these will not do that. They have field tested them and they work the best in Lincoln County.

**UPON MOTION** by Commissioner Mitchem, the Board voted unanimously to approve the Purchase of Pre-Trial Release Equipment.

**Proposed Amendment with LEDA on Airlie Business Park – George Wood:** George Wood presented the following information.

He said the Board has approved the development of Airlie Business Park in partnership with LEDA. As part of that partnership, LEDA and the County verbally had agreed that any difference in the price of the land options that LEDA purchases, and the price at which it sold land to a business prospect, would be remitted to the County to help offset expenses in putting in the road, water and sewer systems into the park. LEDA would not have to reimburse any expenses that had been offset by a federal or state grant, as that portion would not be been paid by the County. This is an additional source of revenue, in conjunction with the increased property taxes from the new park, that can be used to service the debt on this infrastructure.

Attached is the proposed agreement between the County and LEDA that puts this verbal agreement into writing.

**NORTH CAROLINA**

**AGREEMENT**

**LINCOLN COUNTY**

**THIS AGREEMENT** is made and entered into as of the \_\_\_\_\_ day of October, 2010, by and between **LINCOLN COUNTY**, a body corporate and politic (hereinafter referred to as "the County"), and **LINCOLN ECONOMIC DEVELOPMENT ASSOCIATION**, a North Carolina nonprofit corporation (hereinafter referred to as "LEDA").

WITNESSETH:

WHEREAS, members of the Clark family of eastern Lincoln County own land upon which LEDA has proposed to locate a business park to be known as "Airlie Business Park"; and

WHEREAS, in the furtherance of its efforts to promote the proposed park, LEDA has acquired options to purchase said real property, in whole or in part, which options LEDA would assign to potential tenants in the park so that such tenants could exercise the right to purchase portions of the property at a fixed price per acre; and

WHEREAS, LEDA has requested the financial assistance of the County in installing necessary infrastructure in order to provide public services to the park and its tenants; and

WHEREAS, the County is willing to provide such financial assistance to LEDA on the terms and conditions specified hereinafter; and

WHEREAS, LEDA and the County recognize that the option price secured by LEDA on the aforesaid property presents it with an opportunity to generate additional revenue by selling the property at higher prices than LEDA would be obligated to pay to the current owners pursuant to its option agreements with them; and

WHEREAS, LEDA and the County have agreed that LEDA should reimburse the County for its expenditures on infrastructure in support of the Airlie Business Park and that in order to do so, LEDA should pay to the County any such excess over the option sale prices as LEDA markets and sells properties in the Airlie Business Park until the County's expenditures therein have been fully reimbursed;

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

1. The County will provide financial assistance to the Airlie Business Park project for the construction and installation of roads, water, and sewer to serve the future tenants of the park.

2. LEDA will exercise its best efforts to market the property in the proposed park to prospective tenants.

3. As tracts are sold within the park pursuant to LEDA's option agreements with the current owners of the property, LEDA will pay to the County an amount equal to the excess of the sales price minus closing expenses over the amount owed to the current owners for such tracts under the said option agreements.

4. LEDA's obligation to pay such excess sale proceeds to the County pursuant to Paragraph 3 above shall continue until the earlier of (i) the date on which the County has received a total amount equal to the sum of its expenditures for the infrastructure described herein; or (ii) the latest expiration date of its option agreements or any extension thereof which may hereafter be granted.

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

LINCOLN ECONOMIC DEVELOPMENT ASSOCIATION

By: \_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Secretary

(Corporate seal)

LINCOLN COUNTY

By: \_\_\_\_\_  
Alex E. Patton, Chairman  
Board of Commissioners

ATTEST:

\_\_\_\_\_  
Amy S. Atkins  
Clerk to the Board of Commissioners

NORTH CAROLINA

LINCOLN COUNTY

This the \_\_\_\_\_ day of October, 2010, personally came before me \_\_\_\_\_ and acknowledged that \_\_\_\_\_ he is Secretary of LINCOLN ECONOMIC DEVELOPMENT ASSOCIATION, a North Carolina nonprofit corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Chairman, sealed with its corporate seal, and attested by him/her as its Secretary.

Witness my hand and official stamp or seal, this \_\_\_\_\_ day of October, 2010.

My Commission Expires: \_\_\_\_\_ Notary Public

NORTH CAROLINA

LINCOLN COUNTY

This the \_\_\_\_\_ day of October, 2010, personally came before me Amy S. Atkins, Clerk to the Board of Commissioners of Lincoln County, North Carolina, who being by me duly sworn says that she knows the common seal of the County of Lincoln, North Carolina and is acquainted with Alex E. Patton, who is the Chairman of the Board of Commissioners of Lincoln County, North Carolina, and that she, the said Amy S. Atkins, is the Clerk to the Board of Commissioners of Lincoln County, North Carolina, and saw the Chairman of the Board of Commissioners of Lincoln County, North Carolina, sign the foregoing instrument and affix said seal to said instrument and that she, the said Amy S. Atkins, signed her name in attestation of said instrument in the presence of said Chairman of the Board of Commissioners of Lincoln County, North Carolina.

My Commission Expires: \_\_\_\_\_ Notary Public

**UPON MOTION** by Commissioner Arena, the Board voted unanimously to approve the Proposed Amendment with LEDA on Airlie Business Park.

**Recommendation on Reimbursements to Water and Sewer Fund of Capped Industrial Capacity Development Fees and Resolution #2010-57: A Resolution**

**Adopting a Policy on General Fund Reimbursements of Capped Capacity Development Fees for Large Water Usage Industries – George Wood:** George Wood presented the following information.

Mr. Wood stated that at the last meeting, the Board voted to cap the water and sewer capacity development fees for an industry at \$50,000 each as recommended. That step was necessary to be competitive in attracting industries using larger amounts of water and sewer. The policy question then becomes, how to make up the difference between this capped amount, and the amount the capacity development fee formula would have generated. Mr. Wood said their opinion is that if we don't charge the industry the full capacity development fee, that is part of the overall incentive package given to attract it to Lincoln County. Those incentives are paid from the General Fund, as all 76,000 citizens benefit from the increased tax base and created jobs that the industry brings to the community. In addition, that payroll turns over in the community, benefitting any number of businesses.

In this case, they believe any portion of the water or sewer capacity development fees that are capped for a larger water/sewer using industry should be paid over a period of years from the General Fund to the Water and Sewer Fund. Otherwise, the roughly 10,500 water customers and 3,600 sewer customers alone would bear the cost of this incentive through their water and sewer rates. They are not the only beneficiaries. By paying over several years, this would limit the repayments to amounts of taxes that the recruited industry will be paying into the General Fund.

The attached resolution sets out the policy in detail and Mr. Wood recommended adopting it.

RESOLUTION #2010-57: A RESOLUTION ADOPTING A POLICY ON GENERAL FUND REIMBURSEMENTS OF CAPPED CAPACITY DEVELOPMENT FEES FOR LARGE WATER USAGE INDUSTRIES

THAT WHEREAS, the Board of Commissioners recently has adopted the Schedule of Fees for the Water and Sewer System, which includes revised water and sewer capacity development fees; and

WHEREAS, the Board of Commissioners have recognized that said water and sewer capacity development fees need to be capped at a certain level if the County wishes to attract heavier water usage industrial concerns to Lincoln County; and

WHEREAS, LEDA is in a position to attract such industries since the County has capacity at its water and sewer treatment plants to do so; the City of Lincolnton has the sewer and water capacity to do so; and, the County has an agreement with the City to purchase water as necessary; and

WHEREAS, the remaining policy issue is how does the Water and Sewer Fund get reimbursed for the capacity development fees that were capped under the new Schedule of Fees, so that the County continues to recoup sufficient capacity development fees to offset the expenses of providing the water and sewer treatment facilities; and

WHEREAS, because all the citizens of Lincoln County benefit from the increased jobs and tax base created by industrial expansion, not just the water and sewer customers of the Lincoln County Water and Sewer System, from a tax equity standpoint it is reasonable that recoupment of these fees be borne by all the citizens; and

WHEREAS, the County Manager and Public Works Director have proposed a policy whereby the capped capacity development fees shall be reimbursed to the Water and Sewer Fund from the General Fund over a period of years, paid from a portion of the property taxes that said new industry will pay; and

WHEREAS, the Board of Commissioners has considered said policy and wishes to adopt it as a formal policy to be followed in the financing of such projects;

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of Lincoln County, North Carolina as follows:

Section 1. That the policy of Lincoln County shall be that any difference between the Water and Sewer Capacity Development Fees calculated using the formula listed in the Schedule of Fees without a cap, and the capped amount listed in said Schedule of Fees, shall be reimbursed by the General Fund to the Water and Sewer Fund under the following criteria:

- a) The County Manager shall prepare a schedule showing the estimated property taxes to be generated from the recruited industry, the amount of five-year

incentive grants to be agreed upon by the County at the request of LEDA, the amount of the capped capacity development fees that need to be recouped, and a recommendation in schedule format of the annual payments to be provided by the General Fund to the Water and Sewer Fund to recoup said fees.

- b) The schedule required in a) above cannot have any payment of incentive grants and repayments to the Water and Sewer Fund in any year that would exceed the amount of tax proceeds that said industry would pay in that year.
- c) The Board of Commissioners must approve any repayment schedule to the Water and Sewer Fund before it becomes effective.
- d) Upon approval of the repayment schedule by the Board of Commissioners, the Finance Director shall book the amount of capped capacity development fees to be repaid as a long-term liability in the General Fund; and as a long-term receivable in the Water and Sewer Fund. Annual payments shall be posted against these accounts until all payments have been made in full.
- e) In highly unusual circumstances, such as a prolonged economic downturn, the County Commission may revise the approved schedule for repayment.
- f) The County Manager is charged with the responsibility to see that this policy is followed.

Section 2. That this resolution shall become effective immediately upon its adoption.

Adopted this 18<sup>th</sup> day of October, 2010.

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Alex E. Patton  
Chairman, Board of Commissioners

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Attested by: Amy S. Atkins  
Clerk to the Board

**UPON MOTION** by Commissioner Klein, the Board voted unanimously to approve the Recommendation on Reimbursements to Water and Sewer Fund of Capped Industrial Capacity Development Fees and Resolution #2010-57: A Resolution Adopting a Policy on General Fund Reimbursements of Capped Capacity Development Fees for Large Water Usage Industries.

**Resolution #2010-54: A Resolution Adopting a Policy on Awarding Service Weapons to Retiring Law Enforcement Officers in the Lincoln County Sheriff's Office – George Wood:** George Wood presented the following information.

RESOLUTION #2010-~~54~~<sup>54</sup>: A RESOLUTION ADOPTING A POLICY ON  
AWARDING SERVICE WEAPONS TO RETIRING LAW ENFORCEMENT  
OFFICERS IN THE LINCOLN COUNTY SHERIFF'S OFFICE

THAT WHEREAS, the Board of Commissioners is requested periodically to award a deputy sheriff's service weapon to him upon his retirement, and this has been a long-standing tradition within the law enforcement community; and

WHEREAS, the Board of Commissioners always has honored these requests from the Sheriff; and

WHEREAS, in order not to delay the process with what is a formality, the Board of Commissioners wishes to establish a policy under which the County Manager can make a determination on awarding said service weapons;

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of Lincoln County, North Carolina as follows:

Section 1. That the County Manager is hereby authorized to award the service weapon of any Lincoln County Sheriff's Office sworn deputy to said deputy 1) who has qualified for retirement; 2) is in good standing with the department at the time of retirement; and 3) on whose behalf the Lincoln County Sheriff has filed a written request with the County Manager.

Section 2. That this resolution shall become effective on October 18, 2010.

Adopted this 18<sup>th</sup> day of October, 2010.

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Alex E. Patton  
Chairman, Board of Commissioners

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Attested by: Amy S. Atkins  
Clerk to the Board

**UPON MOTION** by Commissioner Arena, the Board voted unanimously to approve Resolution #2010-54: A Resolution Adopting a Policy on Awarding Service Weapons to Retiring Law Enforcement Officers in the Lincoln County Sheriff's Office.

**Resolution #2010-56: Reimbursement Resolution for Public Works Projects – Leon Harmon:** Leon Harmon presented the following information.

RESOLUTION #2010-5b: REIMBURSEMENT RESOLUTION  
FOR PUBLIC WORKS PROJECTS

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF LINCOLN, NORTH CAROLINA, (THE "ISSUER") DECLARING ITS INTENTION TO REIMBURSE ITSELF FROM THE PROCEEDS OF ONE OR MORE TAX-EXEMPT FINANCINGS FOR CERTAIN EXPENDITURES MADE AND/OR TO BE MADE IN CONNECTION WITH THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF CERTAIN CAPITAL IMPROVEMENTS

WHEREAS, Lincoln County (the "Issuer") is a political subdivision organized and existing under the laws of the State of North Carolina; and

WHEREAS, the Issuer will pay, on and after the date hereof, certain expenditures (the "Expenditures") in connection with the acquisition and construction of certain public works projects (the "Project"), as more fully described in Exhibit A attached hereto; and

WHEREAS, the Board of Commissioners for the County of Lincoln, North Carolina, (the "Board") has determined that those moneys to be advanced on and after the date hereof to pay the Expenditures are available only for a temporary period and it is necessary to reimburse the Issuer for the Expenditures from the proceeds for one or more issues of tax-exempt financing (the "Financing");

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

Section 1. The Board hereby declares the Issuer's intent to reimburse the Issuer with the proceeds of the Installment Financing for the Expenditures with respect to the Project made on and after September 1, 2010. The Issuer reasonably expects on the date hereof that it will reimburse the Expenditures with the proceeds of the Financing.

Section 2. Each Expenditure [was and] will be either (a) of a type properly chargeable to capital account under general federal income tax principles (determined in each case of the date of the Expenditure), (b) a cost of issuance with respect to the financing, (c) a nonrecurring item that is not customarily payable from current revenues, or (d) a grant to a party that is not related to or an agent of the Issuer as long as such grant does not impose any obligation or condition (directly or indirectly) to repay any amount to or for the benefit of the Issuer.

Section 3. The maximum principal amount of the Installment Financing expected to be issued for the Project is \$1,081,000.

Section 4. The Issuer will make a reimbursement allocation which is a written allocation by the Issuer that evidences the Issuer's use of the proceeds of the Installment Financing to reimburse an Expenditure, no later than 18 months after the later of the date on which the Expenditure is paid or the Project is placed in service or abandoned, but in no event more than three years after the date on which the Expenditure is paid. The Issuer recognizes that exceptions are available for certain "preliminary expenditures," costs of issuance, certain de minimus amounts, expenditures by "small issuers" (based on the year of issuance and not the year of expenditure) and expenditures for construction projects of at least 5 years.

Section 5. This resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 18th day of October, 2010.

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Alex E. Patton, Chairman  
Board of Commissioners

ATTEST:

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Amy S. Atkins  
Clerk to the Board

**EXHIBIT A**

**DESCRIPTION OF PROJECT**

**Capital Improvement Program** - Construction of the following public works projects including the acquisition of any needed land and right of ways:

NC 73 Water, Tank, BPS, Denver Pump	\$500,000
Replace Foxboro Control System, WTP	56,000
Replace Water Line Highway 150	350,000
Upgrade DAF Unit Forney Creek	75,000
Outfitting Killian Creek WWTP	<u>100,000</u>
 Total	\$1,081,000

**UPON MOTION** by Commissioner Mitchem, the Board voted unanimously to approve Resolution #2010-56: Reimbursement Resolution for Public Works Projects.

**Finance Officer's Report - Leon Harmon:** Leon Harmon presented the Finance Officer's Report.

**Capital Project Report – Burns Whittaker:** Burns Whittaker gave the Capital Project Report. He gave a drought update saying the Drought Management Advisory Committee recommended moving to state 1 voluntary restrictions last week. His recommendation is for the County Manager to move into Stage 1 restrictions. The price of water over 15,000 gallons per month goes up to the higher rate in this stage. He said notices will be going out. He anticipates moving to Stage 2 soon if there is not rain in the coming weeks.

**County Manager's Report:** George Wood informed the Board that they have been invited by Cooperative Extension to a dinner at 5:00 p.m. on February 7.

He informed the Board of a meeting with the School Board on Wednesday, December 1, at 6:30 p.m.

Mr. Wood also informed the Board of a meeting on November 1 at 5:00 p.m. to set priorities.

Mr. Wood updated the Board on the Tax Administrator's appointment.

**County Commissioners' Report:** Nothing reported.

**County Attorney's Report:** Jeff Taylor updated the Board on the APFO and the Mullinax Case.

**Vacancies/Appointments:** No vacancies/appointments reported.

**Calendar:** Chairman Patton presented the November 2010 calendar.

**Closed Session:** UPON MOTION by Commissioner Arena, the Board voted unanimously to enter Closed Session pursuant to N.C.G.S 143-318.11 to discuss matters relating to the location or expansion of industries or other businesses in Lincoln County and N.C.G.S. 143-318.11 to consult with counsel to preserve the attorney-client privilege.

Chairman Patton announced that no action was taken in Closed Session.

**Recess:** UPON MOTION by Commissioner Mitchem, the Board voted unanimously to recess until Nov. 1 at 5:00 p.m. on the 2<sup>nd</sup> floor balcony for a work session with the Planning Board.

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Amy S. Atkins, Clerk  
Board of Commissioners

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Alex E. Patton, Chairman  
Board of Commissioners