

MINUTES
LINCOLN COUNTY BOARD OF COMMISSIONERS
MONDAY, MAY 16, 2011

The Lincoln County Board of County Commissioners met on May 16, 2011 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

Commissioners Absent:
George Arena – Vice Chairman

James A. Klein
Carrol D. Mitchem
Carl E. Robinson, Jr.

Others Present:

George A. Wood, County Manager
Martha W. Lide, Assistant County Manager
Wesley L. Deaton, County Attorney
Amy S. Atkins, Clerk to the Board
Randy Hawkins, Zoning Administrator
Burns Whittaker, Public Work Director
Leon Harmon, Finance Director

Call to Order: Chairman Patton called the May 16, 2011 meeting of the Lincoln County Board of Commissioners to order.

Chairman Patton gave the invocation and 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

MAY 16, 2011

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
- Charter School Right of Way

- Older Americans Month Proclamation
- Sponsored Group Status
 - Apostolic Church of the Faith in Jesus Christ
- Resolution #2011-29: Resolution Adopting a Policy for Mutual Assistance with other Law Enforcement Agencies
- Requests for Refunds - March 11 - 24, 2011
- Disposal of Surplus Property - Donation
- Disposal of Surplus Property
- Resolution #2011-30: Resolution to Amend the Classification and Compensation Plan Program (Sheriff's Office)
- Resolution #2011-31: Resolution to Amend the Classification and Compensation Plan Program (Health Department)
- Ordinance #2011-8: Budget Adjustments

3. 6:35 PM ~~Presentation to Board of Commissioners~~ —Ronald E. Rhodes, SSG, NCARNG

4. 6:45 PM Planning Board Recommendations - Randy Hawkins
CZ #2011-2 Denver Baptist Church, applicant

5. 7:10 PM NCDOT Secondary Roads Construction Program - Jackie McSwain

6. 7:20 PM Public Comments

7. 7:35 PM Airlie Industrial Park Water and Sewer, Recommendation for Contract Award - Burns Whittaker

8. 7:45 PM Capital Project Ordinance #2011-9: Airport Sewer Project - Burns Whittaker

9. 7:50 PM Public Hearing - Economic Incentive Grants for Prospective New Industry and consideration of Resolution #2011-33: Resolution to Adopt Economic Incentive Grant Agreement - Crystal Gettys

9a. Motion to Authorize the Chairman and County Clerk to Execute an Agreement for Land Sale to LEDA - George Wood

10. 8:00 PM Resolution #2011-32: A Resolution Authorizing the Chairman and County Manager to Petition the City of Lincolnton for Voluntary Annexation of the Lincoln County Sheriff's Office and Jail, the Emergency Medical Services Headquarters Station, and the Animal Services Properties - George Wood

11. 8:10 PM Presentation of the Proposed FY 2012 Budget and Capital Improvements Program - George Wood

12. 8:55 PM Capital Project Report - Burns Whittaker

13. 9:00 PM Finance Officer's Report - Leon Harmon

14. 9:05 PM County Manager's Report - George Wood
Charter School Information

15. 9:10 PM County Commissioners' Report
16. 9:15 PM County Attorney's Report
17. 9:20 PM Vacancies/Appointments
18. 9:25 PM Calendar
19. 9:30 PM Other Business

Closed Session

Recess until May 23, 2011 at 12:00 p.m. for a budget work session at the Lincoln Economic Development Association office, 502 E. Main Street, Lincolnton, NC

UPON MOTION by Commissioner Mitchem, the Board voted unanimously to adopt the agenda as presented.

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

- Charter School Right of Way
- Older Americans Month Proclamation
- Sponsored Group Status
 - Apostolic Church of the Faith in Jesus Christ
- Resolution #2011-29: Resolution Adopting a Policy for Mutual Assistance with other Law Enforcement Agencies
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- Ordinance #2011-8: Budget Adjustments

**Older Americans Month 2011
Proclamation**

Whereas, Lincoln County is a community that includes 14,376+ citizens aged 60 and older; and

Whereas, the older adults in Lincoln County are the roots from which our community grows, who bestow gifts of wisdom and insight upon younger generations, and strengthen the bonds between neighbors to create a better place to live; and

Whereas, our society can be enhanced by older adults aging peacefully in their communities; and

Whereas, the older adults in Lincoln County should be commended for their role in creating and bolstering the fiber of our community and nation; and

Whereas, our community can provide that recognition and respect by enriching the quality of life for older Americans by: Increasing their opportunities to remain in their communities as active and engaged citizens Providing services, technologies, and support systems that allow seniors to foster and maintain connections within the community Emphasizing the value of elders by publically recognizing their contributions to the diversity, strength, and unity of our community

Now Therefore,, we the Lincoln County Board of Commissioners do hereby proclaim May 2011 to be Older Americans Month. We urge every citizen to take time this month to honor our older adults and the professionals, family members, and volunteers who care for them. Our recognition of older Americans and their involvement in our lives can help us achieve stronger and more meaningful connections with each other and enrich our community's quality of life.

Adopted this 16th day of May, 2011

By: _____
Alex E. Patton, Chairman

ATTEST:

Amy S. Atkins, Clerk to the Board

**RESOLUTION ADOPTING A POLICY FOR MUTUAL ASSISTANCE WITH OTHER
LAW ENFORCEMENT AGENCIES**

WHEREAS, pursuant to North Carolina General Statutes § 160A-288, the governing body of a town may adopt appropriate guidelines for the purpose of mutual assistance with other municipal and county law enforcement agencies; and

WHEREAS, pursuant to said laws, the law enforcement assistance to be rendered authorizes lending officers to work temporarily with officers of the requesting agencies, including in an undercover capacity, and lending equipment and supplies; and

WHEREAS, it is deemed to be in the best interests of the citizens of Lincoln County to adopt a reasonable policy and guidelines whereby reciprocal law enforcement assistance can both be rendered to and obtained from other governmental jurisdictions; and

WHEREAS, such reciprocal assistance is necessary for effective law enforcement for the protection of the citizens of Lincoln County;

NOW, THEREFORE, BE IT RESOLVED THIS 16th DAY OF MAY, 2011, by Lincoln County Board of Commissioners, that:

1. The Sheriff is hereby authorized to enter into mutual assistance arrangements with other municipal and county law enforcement agencies, provided that the head of the requesting law enforcement agency makes such request in writing;
2. The Sheriff is hereby authorized to permit officers of Lincoln County Sheriff's Office to work temporarily with officers of the requesting agency, including in an undercover capacity, and the Sheriff may lend such equipment and supplies to requesting agencies as he deems advisable;
3. All such requests and authorizations shall be in accordance with North Carolina General Statutes § 160A-288, as applicable;
4. While working with a requesting agency, an officer shall have the same jurisdiction, powers, rights, privileges and immunities (including those relating to the defense of civil actions and payment of judgments) as the officers of the requesting agency in addition to those the officer normally possesses; and
5. While on duty with the requesting agency, an officer shall be subject to the lawful operational commands of the officer's superior officers in the requesting agency, but the officer shall for personnel and administrative purposes, remain under the control of the officer's own agency, including for purposes of pay. An officer shall furthermore be entitled to worker's compensation and the same benefits to the extent as though he were functioning within the normal scope of the officer's duties;
6. The Sheriff hereby authorized to enter into mutual assistance agreements with other law enforcement agencies in accordance with such reasonable arrangements, terms and conditions as may be agreed upon between the respective heads of the law enforcement agencies.

Adopted this 16th day of May, 2011.

Alex E. Patton, Chairman
Lincoln County Board of Commissioners

**RESOLUTION #2011-
RESOLUTION TO AMEND THE CLASSIFICATION AND COMPENSATION PLAN FOR
LINCOLN COUNTY, NORTH CAROLINA**

WHEREAS, the Board of County Commissioners previously has adopted a Classification and Compensation Plan for Lincoln County, North Carolina, which was prepared by Condrey and Associates, Inc.; and

WHEREAS, the County Manager is charged with assuring the Plan remains current and up to date; and

WHEREAS, the Sheriff has proposed the reclassification of positions listed below to better streamline operations, and the changes have been reviewed with staff, and approved by the County Manager,

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED, that the Classification and Compensation Plan for Lincoln County, North Carolina is hereby amended as follows:

- Reclassify the title of position number 202 of Chief Deputy to Major.
- Reclassify position number 210 from Lieutenant to Captain.
- Reclassify position number 215 from First Sergeant to Investigator.
- Reclassify position number 283 from Director of Professional Standards to Lieutenant.
- Reclassify position number 268 from Records Technician to D.C.I. Specialist.

That this amendment shall become effective on _____.

Adopted this _____ day of _____ 2011.

LINCOLN COUNTY

By: _____
Alex Patton, Chairman
Board of Commissioners

ATTEST:

Amy S. Atkins, Clerk to the
Board of Commissioners

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WHEREAS, the County Manager is charged with assuring the Plan remains current and up to date; and

WHEREAS, the Health Department Director has proposed the revised job descriptions to better streamline operations, and the changes have been reviewed with staff, and approved by the county Manager;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED, that the Classification and Compensation Plan for Lincoln County, North Carolina is hereby amended as follows:

Amend the job descriptions for Business Manager, Accounts Manager, Accounting Technician, Senior Medical Records Technician, Medical Records Technician, and Clerk/Receptionist as attached.

That this amendment shall become effective on _____.

Adopted this _____ day of _____ 2011.

LINCOLN COUNTY

By: _____
Alex Patton, Chairman
Board of Commissioners

ATTEST:

Amy S. Atkins, Clerk to the
Board of Commissioners

**ORDINANCE #2011-8: AN ORDINANCE AMENDING THE FY 2011 BUDGET
FOR THE COUNTY OF LINCOLN, NORTH CAROLINA**

THAT WHEREAS, the Lincoln County Board of Commissioners 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 these proposed budget amendments;

NOW THEREFORE 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 amendments attached hereto, and incorporated herein by reference as Exhibit A to Ordinance #2011-8, 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 16th day of May, 2011.

BY:

Alex E. Patton, Chairman
Lincoln County Board of Commissioners

ATTEST:

Amy S. Atkins
Clerk to the Board

EXHIBIT A to Ordinance #2011-8

Budget Amendments numbered 137 through 140, inclusive, AND Budget Amendments numbered 150 through 152.

Planning Board Recommendation – Randy Hawkins: Randy Hawkins presented the following information:

CZ #2011-2 – Denver Baptist Church, applicant: The Planning Board voted 6-0 to recommend approval with the condition that a second access be provided as part of the phase with the 1500 seat sanctuary.

UPON MOTION by Commissioner Robinson, the Board voted unanimously to approve CZ #2011-2 – Denver Baptist Church, applicant as recommended by the Planning Board, with the Statement of Consistency and Reasonableness.

NCDOT Secondary Roads Construction Program: Jackie McSwain presented the NCDOT Secondary Roads Construction Program.

Resolution #2011-34:

WHEREAS, representatives from the North Carolina Department of Transportation appeared before the Lincoln County Board of Commissioners on Monday, May 16, 2011 and presented the Secondary Roads Improvement Program for 2011-2012 for Lincoln County.

NOW, THEREFORE, BE IT RESOLVED BY THE LINCOLN COUNTY BOARD OF COMMISSIONERS that the Board has reviewed said program and concurs with the Secondary Roads Improvement Program for the fiscal year 2011-2012 as presented by the representatives of the North Carolina Board of Transportation as follows:

FY 2011 – 2012 Anticipated Allocations:

Highway Fund (G.S. 136-44.5b&c)	\$ 525,000.00
Trust Fund (G.S. 136-182)	<u>\$ 625,000.00</u>
Grand Total.....	\$ 1,150,000.00

I. Paving Unpaved Roads

A. Rural Paving Priority

Rural Priority #	SR#	Local Name	Length (Miles)	Cost Estimate
1	1167	S. Leonhardt Rd	0.90	\$475,800.00
<i>Rural Totals</i>			<i>0.90</i>	<i>\$475,800.00</i>

*** Rural Paving Alternates:**

2 (alternate)	1421	Reep Bros. Rd	0.60	\$255,800.00
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In the event that any roads in priority have to be placed on the "Hold List" due to unavailability of right of way or unfavorable environmental review, or if additional funding becomes available, those funds will be applied to the roads listed in the paving alternate list by priority.

B. Subdivision Paving Priority

Subdivision Priority #	SR#	Local Name	Length (Miles)	Cost Estimate
None				
		<i>Subdivision Total</i>	<i>0.0</i>	<i>\$0.00</i>

II. General Secondary Road Improvements (Funded by G.S. 136-44.5b)

A. Paved Road Improvements

SR#	Local Name	Description	Length (Miles)	Cost Estimate
SR 1002	Shoal Road	Widen 2' and resurface from NC 182 to Gaston County	2.5	\$445,220.00

B. Various Spot Stabilization, Secondary Maintenance

SR#	Local Name	Description	Length (Miles)	Cost Estimate
Various			various	\$ 125,000.00

III. Trust fund safety improvements (Funded by G.S. 136-182)

Length SR#	Local Name	Description	(Miles)	Cost Estimate
None				\$ 0.00

IV. Funds reserved for surveying, road additions, contingencies, overdrafts, and paving entrances to certified fire departments, rescue squads,etc.....	\$100,000.00
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Total from page 1.....	\$ 475,800.00
Total from page 2.....	\$ 670,220.00
Grand Total.....	\$1,146,020.00

****Program subject to the availability of funding, right of way, and environmental review. Roads may or may not be improved in the exact order listed hereon due to these and other factors**

This the ____ day of _____, 2011

Alex Patton, Chairperson
Lincoln Co. Board of Commissioners

ATTEST,
Amy Atkins, Clerk to the Board

UPON MOTION by Commissioner Mitchem, the Board voted unanimously to adopt the Resolution.

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.

Rudy Bauer spoke concerning Burton Creek.

Jerry Haney spoke concerning Revaluation.

Robert Avery spoke concerning a survey of county residents.

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

Airlie Industrial Park Water and Sewer, Recommendation for Contract Award – Burns Whittaker: Mr. Whittaker presented the following information:

Bids were opened on May 5 for the Water and Sewer service for Airlie Park. The low bid is \$348,104.00 by Ronnie Turner Construction Company. This bid is within the budgeted amount, and is covered by a grant for approximately 80% of the construction cost.

We recommend award to Ronnie Turner Construction in the amount of \$348,104.00.

UPON MOTION by Robinson, the Board voted unanimously to approve the bid of Ronnie Turner Construction in the amount of \$348,104.00.

Capital Project Ordinance #2011-9: Airport Sewer Project: Leon Harmon presented the Capital Project Ordinance for the Board's approval.

UPON MOTION by Commissioner Robinson, the Board voted unanimously to approve Capital Project Ordinance #2011-9: Airport Sewer Project.

Ordinance #2011-9 :
Capital Project Ordinance
Airport Sewer Improvement Project

BE IT ORDAINED by the Lincoln County Commissioners, that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section 1. The project authorized is for the construction of a sewer line and acquisition related right of ways, pumps and valves to serve the Lincolnton Lincoln County Airport.

Section 2. The officers of this unit are hereby directed to proceed with the capital project within the terms of the contracts and budget contained herein.

Section 3. The following amounts are appropriated for the project:

Admin & Engineering	\$ 200,000
Construction	1,372,500
Contingency	145,000
 Total	 \$1,717,500

Section 4. The following revenues are anticipated to be available to complete this project:

County Appropriation	\$ 42,938
City Appropriation	42,937
Dept Comm EDA Grant	1,631,625
 Total	 \$1,717,500

Section 5. The Finance Director is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to satisfy the requirements of the Local Government Commission.

Section 6. Funds may be advanced from the General Fund for the purpose of making payments as due. Reimbursement requests should be made to the State Agency in an orderly and timely manner.

Section 7. The Finance Director is directed to report, on a quarterly basis, on the financial status of each project element in Section 3 and on the total funds expended.

Section 8. The Budget Officer is directed to include a detailed analysis of past and future costs and revenues on this capital project in every budget submission made to this Board.

Section 9. Copies of this capital project ordinance shall be furnished to the Clerk to the Board, and to the Budget Officer and Finance Director for direction in carrying out this project.

Adopted this 16th day of May, 2011.

BY:

Alex E. Patton, Chairman
Lincoln County Board of Commissioners

ATTEST:

Amy S. Atkins
Clerk to the Board

Public Hearing – Economic Incentive Grant for New Industry: Crystal Gettys presented the following information concerning the Economic Incentive Grant Agreement for Aptar Group.

**RESOLUTION TO ADOPT ECONOMIC INCENTIVE
GRANT AGREEMENT WITH APTARGROUP, INC.**

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, AptarGroup, Inc. has developed plans for a new manufacturing facility 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 AptarGroup, Inc..

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 16th day of May, 2011.

Alex Patton, Chairman
Lincoln County Board of Commissioners

ATTEST:

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 16 day of May 2011, by and between LINCOLN COUNTY, a body corporate and politic (hereinafter referred to as "the County"), and AptarGroup, Inc., a Delaware corporation (hereinafter referred to as "Aptar").

WITNESSETH:

WHEREAS, Aptar has developed plans for the construction of upgrades to an existing manufacturing facility and install manufacturing 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 Aptar 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 December 2011, Aptar shall acquire and begin up fitting an existing manufacturing facility in Lincoln County, North Carolina.
2. Within two years of the date of this agreement, Aptar shall make an investment upon such site in building upgrades, machinery and equipment of \$27,300,000. of which \$21,750,000 will qualify for incentives under the Lincoln County Industrial Incentive Grant Policy.
3. Within two years of the date of this agreement, Aptar shall provide at such site at least 80 new jobs paying average weekly wages of \$628.
4. In consideration of the performance of the aforesaid obligations by Aptar, the County will provide cash grants to Aptar of \$105,378.75 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 Aptar within 30 days after Aptar 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 Aptar 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. Aptar 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, Aptar 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.

AptarGroup, Inc.

By: _____
President

ATTEST:

Secretary

LINCOLN COUNTY

By:

Alex E. Patton, Chairman
Board of Commissioners

ATTEST:

Amy S. Atkins
Clerk to the Board of Commissioners

STATE

COUNTY

This the ____ day of _____, 2011, personally came before me _____ and acknowledged that he/she is Secretary of AptarGroup, Inc., a Delaware 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 _____, 2011.

My Commission Expires: _____

Notary Public

NORTH CAROLINA

LINCOLN COUNTY

This the ____ day of _____, 2011, 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 Klein, the Board voted unanimously to approve Resolution #2011-33: Resolution to Adopt Economic Incentive Grant Agreement.

Motion to Authorize the Chairman and County Clerk to Execute an Agreement for Land Sale to LEDA: George Wood presented the following Agreement of Sale and Purchase for the Board's approval.

AGREEMENT OF SALE AND PURCHASE

THIS AGREEMENT is made this ____ day of April, 2011, by and between **LINCOLN COUNTY**, a body corporate and politic (hereinafter referred to as "Seller") and **LINCOLN ECONOMIC DEVELOPMENT ASSOCIATION**, a North Carolina nonprofit corporation (hereinafter referred to as "Purchaser");

ARTICLE 1. Agreement to Sell and Purchase

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

That tract or parcel of land described more specifically in Exhibit "A" attached hereto and incorporated herein by reference thereto.

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

ARTICLE 2. Purchase Price; Future Financial Support

2.1. The total purchase price (hereinafter referred to as "Purchase Price") for the Subject Property is One Hundred Thousand and no/100 Dollars (\$100,000.00), payable pursuant to Article 10 below.

ARTICLE 3. The Closing

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

3.2. The Closing shall take place on or before May 15, 2011, at a time and place selected by Purchaser.

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

- a.** A Limited Warranty Deed fully executed by Seller in recordable form and conveying the Subject Property to Purchaser subject to those reservations contained herein; and
- b.** Such other documents and instruments as may be reasonably required by Purchaser to effectuate the Closing of the transaction herein contemplated.

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

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

3.5. Purchaser and Seller shall prorate and apportion, as of the Closing Date, all items customarily prorated, apportioned and adjusted in connection with the closing of real estate similar to the Subject Property, including all taxes, assessments, charges, and other income or charges, as the case may be, assessed against or derived from the Subject Property. Any such proration based on an estimate may, at the request of either Purchaser or Seller, be subsequently readjusted upon receipt of adequate evidence to establish the correctness of the amount so estimated on condition that a statement to that effect is in the closing statement. The cost of recording the deed shall be paid by Purchaser. The Seller shall pay for any excise or transfer taxes due. All costs incurred in connection with the Closing shall be paid by the party incurring them.

3.6. Possession of the Subject Property shall be given to Purchaser on the Closing Date, subject to the Seller's continued right of possession and right to future sales proceeds as provided herein.

3.7. The Closing shall be held at the office of the Purchaser's attorney or such place as the parties hereto may mutually agree.

ARTICLE 4. Purchaser's Right of Entry and Inspection

4.1. Purchaser and Purchaser's agents and representatives shall have the right, without the obligation, to enter upon the Subject Property prior to Closing to undertake water and soil samples and conduct geological surveys of the soil and subsurface or other tests at the Subject Property, at Purchaser's own expense.

4.2. At all times prior to the Closing, Seller will allow Purchaser, its counsel, and other representatives reasonable access to all records, facilities, properties, and management of Seller in order to permit Purchaser to perform and complete its investigation of the Subject Property.

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

5.1. Seller represents, warrants, covenants and agrees to and with Purchaser the following, which representations and warranties are presently true and correct and which shall be true and correct at the time of Closing:

- a.** Seller is the owner of the fee simple and good and marketable title to the Subject Property;
- b.** The Subject Property is free and clear of all liens and encumbrances; except those that will be paid off by the Seller at the time of Closing.
- c.** The Subject Property is accessible from public roads, and there is adequate ingress and egress to and from the Subject Property from public roads;

ARTICLE 6. Conditions Precedent to Closing

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

- a.** satisfy itself that the surface and subsurface of the Subject Property are suitable for the use of the Subject Property as contemplated by the Purchaser;
- b.** satisfy itself that such utilities as may be needed by Purchaser for its intended use of the Subject Property are available to the Subject Property;
- c.** satisfy itself that the title to the Subject Property is clear, free of all defects and encumbrances, and in a state and manner which will not hinder the Purchaser's development of the Subject Property as contemplated by Purchaser.

6.2. In the event Purchaser, in its sole and absolute discretion, determines that any condition precedent to closing is not capable of being satisfied on or before the Feasibility Deadline, then, unless such condition precedent is waived in writing by Purchaser, this Agreement shall terminate, and neither party shall be under any obligation to the other.

6.3. All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed.

ARTICLE 7. Feasibility Deadline

Notwithstanding any other provision of this Agreement to the contrary, Purchaser shall have the right to terminate this Agreement by giving written notice of termination to Seller at any time prior to **twenty (20) days** from the Effective Date of this Agreement (said date herein referred to as the "**Feasibility Deadline**"), if Purchaser, in its discretion, determines that the conditions precedent to Closing described in Article 6 herein are not met. If Purchaser timely and properly exercises such election, then this Agreement shall terminate, and neither party shall be under any further obligation to the other.

ARTICLE 8. Obligations to Close and Failure of Performance

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

- a.** All of Seller's covenants and agreements provided for herein being fully performed, observed and complied with;
- b.** Purchaser not having rightfully elected to terminate this Agreement pursuant to the terms and conditions hereof, including, but not limited to, its right to terminate prior to the Feasibility Deadline;
- c.** All of Seller's representations and warranties provided for herein being true and correct as of the date of execution hereof and as of the Closing; and
- d.** All conditions precedent to Closing being fulfilled as set forth in Article 6 hereof.

8.2. In the event Seller refuses to or is unable to complete its obligations under this Agreement, or if it is determined that any of Seller's representations and warranties are not true and correct as of the Closing, then Purchaser shall have the option to terminate this agreement, and no other rights or remedies shall be enforceable or available to Purchaser against Seller.

8.3 In the event either party brings an action to enforce its rights hereunder, the costs of such action, including reasonable attorney's fees of the prevailing party, shall be borne by the non-prevailing party.

ARTICLE 9. Continued Occupancy

Seller shall have the continued and exclusive right after the Closing Date to exclusively occupy, use, utilize and in every way benefit from the Subject Property until the earlier to occur of either:

1. June 1, 2016; or
2. That time at which Seller removes itself from the Subject Property and provides notice in writing to Purchaser, or Purchaser's successor or assign, that it has vacated the Subject Property.

On the Closing Date, Seller shall convey the Subject Property to Purchaser expressly subject to Seller's rights retained herein, which express reservation shall be contained in that deed of the Subject Property from Seller to Purchaser.

ARTICLE 10. Right to Sales Proceeds, Reservation of Rights

Purchaser represents that it intends to combine the Subject Property with an additional approximately ten-acre tract to sell to Hydac Technology Corp. ("Hydac") pursuant to that purchase agreement between Purchaser and Hydac dated March 3, 2011 (the "Hydac Contract").

On the Closing Date, as defined in the Hydac Contract, Purchaser shall:

1. Convey the Subject Property subject to those reservations contained in the Limited Warranty Deed from Seller to Purchaser; and
2. Remit to Seller, the Purchase Price defined herein in good and immediately available funds.

Notwithstanding the foregoing, the entire Purchase Price shall be due and payable no later than December 31, 2011.

ARTICLE 11. Miscellaneous

11.1. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

11.2. Offer and Acceptance. This Agreement constitutes an offer by Purchaser to purchase the Subject Property on the terms and conditions and for the Purchase Price stated herein. Unless sooner terminated or withdrawn by notice in writing to Seller, this offer shall automatically lapse and terminate at 5:00 P.M. five (5) days after execution of this Agreement by Purchaser, unless, prior to such time, Seller has returned two (2) fully executed copies of this Agreement.

11.3. Notices. All notices and communications hereunder shall be in writing and signed by a duly authorized representative of the party making the same. All notices shall be deemed effective when delivered personally or when deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, addressed as follows:

If to Seller, then to:

Lincoln County
c/o George Wood, County Manager
115 West Main Street
Lincolnton, NC 28092;

With a copy to:

Attorney:
Wesley L. Deaton

P.O. Box 2459
Denver, NC 28037
If to Purchaser, then to:
Lincoln Economic Development Association

The names and addresses for the purposes of this paragraph may be changed by giving written notice of such change in the manner herein provided for giving notice. Unless and until such written notice is actually received, the last name and address stated by written notice or provided herein (if no such written notice of change has been received) shall be deemed to continue in effect for all purposes hereunder.

11.4. Real Estate Commissions; Finder's Fee. No agency, brokerage, or finder's fees shall be payable by any party in connection with the purchase of the Subject Property.

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

IN WITNESS WHEREOF, the parties hereto executed this Agreement the day and year above written.

SELLER:

LINCOLN COUNTY

By: _____ (SEAL)

Alex E. Patton, Chairman
Board of Commissioners

ATTEST:

Amy S. Atkins, Clerk to the Board

PURCHASER:

LINCOLN ECONOMIC DEVELOPMENT ASSOCIATION,

a North Carolina nonprofit corporation

By: _____ (SEAL)

Barry Matherly, President

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EXHIBIT "A" (PROPERTY DESCRIPTION)

UPON MOTION by Commissioner Robinson, the Board voted unanimously to authorize the Chairman and Clerk to execute the agreement for land sale to LEDA.

UPON MOTION by Commissioner Robinson, the Board voted unanimously to release the convenience site property at the appropriate time.

Resolution #2011-32: Mr. Wood stated that as they were going through the budget, they started looking through utilities. By annexing them into the city, they will no longer pay outside of the city water and sewer rates and will be exempt from paying taxes. Mr. Harmon has asked the city to calculate the difference and based on last year it would be a savings of \$47,000 per year to the general fund.

RESOLUTION #2011:__: A RESOLUTION AUTHORIZING THE CHAIRMAN AND COUNTY MANAGER TO PETITION THE CITY OF LINCOLNTON FOR VOLUNTARY ANNEXATION OF THE LINCOLN COUNTY SHERIFF'S OFFICE AND JAIL, THE EMERGENCY MEDICAL SERVICES HEADQUARTERS STATION, AND THE ANIMAL SERVICES PROPERTIES

THAT WHEREAS, the County staff has been engaged in a detailed analysis of the county's budget, and as part of that process has reviewed the utility expenses for various facilities; and

WHEREAS, the County has three facilities that border on the boundary of the City of Lincolnton, making them eligible for voluntary annexation; and

WHEREAS, by annexing these properties into the city limits, the water and sewer charges from the City of Lincolnton will change from the outside-city rate to the inside-city rate, essentially cutting the bills by roughly 50%; and

WHEREAS, the annualized savings from this change are projected to be approximately \$47,000; and

WHEREAS, the County Manager and County Planning Director have met with the City Manager and City Planning Director to discuss the specific process required to annex said properties into the City of Lincolnton;

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

Section 1. That the Chairman of the Board of Commissioners and the County Manager are hereby authorized to execute all documents, and take any other actions necessary to petition the City of Lincolnton for voluntary annexation of the properties used for the Sheriff's Office, Jail, Emergency Medical Services Headquarters Station, and the Animal Services Office.

Section 2. That this Resolution shall be effective immediately upon its adoption.

Passed and adopted this 16th day of May, 2011.

BY: _____
Alex E. Patton, Chairman
Lincoln County Board of Commissioners

ATTEST:

Amy S. Atkins
Clerk to the Board

UPON MOTION by Commissioner Klein, the Board voted unanimously to approve Resolution #2011-32: A Resolution Authorizing the Chairman and County Manager to Petition the City of Lincolnton for Voluntary Annexation of the Lincoln County Sheriff's Office and the Jail, the Emergency Medical Services Headquarters Station, and the Animal Services Properties.

Presentation of the proposed FY 2012 Budget and Capital Improvements Program:
George Wood presented the FY 2012 Budget and Capital Improvements Program to the Board.

Budgetary Savings For Lincoln County FY2009-FY2011

Impact of the Recession on Major Revenue Sources FY 2009 through 2011

	FY 2008	FY 2009	FY 2010	FY 2011	TOTALS
	Audited	Audited	Audited	Estimate	
State seizure of ADM funding used for School Debt			\$ (643,000)	\$ (643,000)	\$ (1,286,000)
State seizure of Lottery funding used for School Debt				\$ (823,000)	\$ (823,000)
Reduction in Local Option Sales Tax from FY 2008 net of Article 44	\$ 13,453,861	\$ (1,313,506)	\$ (2,837,432)	\$ (2,708,214)	\$ (6,859,152)
Reduction in Real Estate Transfer Tax from FY 2008	\$ 1,005,843	\$ (491,244)	\$ (474,036)	\$ (615,843)	\$ (1,581,123)
Reduction in Planning & Inspection Fees from FY 2008	\$ 1,615,699	\$ (773,988)	\$ (883,464)	\$ (993,982)	\$ (2,651,434)
Reduction in Register of Deeds Fees from FY 2008	\$ 465,362	\$ (58,679)	\$ (86,651)	\$ (43,302)	\$ (188,632)
Reduction in Investment Earnings from FY 2008	\$ 1,040,938	\$ (663,894)	\$ (967,971)	\$ (965,938)	\$ (2,597,803)
TOTALS	\$ 17,581,703	\$ (3,301,311)	\$ (5,892,554)	\$ (6,793,279)	\$ (15,987,144)
THREE-YEAR AVERAGE LOSS					\$ (5,329,048)

Budgetary Savings For Lincoln County FY2009-FY2011 Page 2

	One-time Savings and Grants	FY 2009 Continuing Savings	FY 2010 Continuing Savings	FY 2011 Continuing Savings	Cumulative Totals
2% Reduction in Board of Education Funding in FY 2009	\$ 359,355				\$ 359,355
Savings from discontinuing the CATS bus service to Denver				\$ 50,804	\$ 50,804
Reduction in staffing		\$ 42,152	\$ 291,023	\$ 579,787	\$ 912,962
Savings from change in billing/collections vendor for Emergency Medical Services		\$ 29,500	\$ 29,500	\$ 29,500	\$ 88,500
Savings from Purchasing Agent and new Purchasing Policy					
Generator preventive maintenance, master contract			\$ 12,573	\$ 12,573	\$ 25,146
Pest Control master contract			\$ 7,464	\$ 7,464	\$ 14,928
EMA generator with light head mounted on truck	\$ 1,602				\$ 1,602
Purchase of Two backhoes	\$ 1,616				\$ 1,616
20 Ton Trailer	\$ 704				\$ 704
M&R Services for Grinder Sewage Pumps			\$ 2,945	\$ 2,945	\$ 5,890
Cultural Center Painting Contract	\$ 3,457				\$ 3,457
	One-time Savings	FY 2009 Savings	FY 2010 Savings	FY 2011 Savings	Cumulative Totals
ARRA-Lighting Project-several contracts	\$ 10,694				\$ 10,694
Jonas Library Painting Contract	\$ 1,361				\$ 1,361
Inmate Health Care Tier 1			\$ 12,944	\$ 12,944	\$ 25,888
Inmate Health Care Renewal				\$ 8,480	\$ 8,480
LCSO Receptionist Glass Enclosure	\$ 6,115				\$ 6,115
Dumpster Services				\$ 3,000	\$ 3,000
Jail Food Steamer	\$ 846				\$ 846
Inmate Food Service Contract				\$ 34,900	\$ 34,900
HVAC replacement	\$ 2,000				\$ 2,000
Jail Washer and Dryer	\$ 3,960				\$ 3,960
MS Software License			\$ 1,460	\$ 1,460	\$ 2,920
Jail Door Controls	\$ 1,358				\$ 1,358
Master Lease for Digital Multi-function Devices (printers/copiers)			\$ 22,684	\$ 50,000	\$ 72,684
Contract for laptops and tablet computers				\$ 3,178	\$ 3,178
TLC vehicle radio communication system	\$ 3,116				\$ 3,116
Mail Services Contract			\$ 4,842	\$ 4,842	\$ 9,684
TOTALS	\$ 396,184	\$ 71,652	\$ 385,435	\$ 801,877	\$ 1,655,148

FY 2011 Tax Rate Survey of Surrounding Counties and Similar Size Counties

NEIGHBORING COUNTIES				
Jurisdiction	July, 2009 Population	FY 2011 Assessed Value	Assessed Value Per Capita	2010 Property Tax Rate
Iredell County	157,039	\$ 20,639,300,000	\$ 131,428	\$ 0.4450
Burke County	89,669	\$ 6,790,865,385	\$ 75,733	\$ 0.5200
Catawba County	157,034	\$ 15,159,367,657	\$ 96,536	\$ 0.5350
LINCOLN COUNTY	75,718	\$ 8,633,727,007	\$ 114,025	\$ 0.5700
Rowan	140,518	\$ 11,782,307,248	\$ 83,849	\$ 0.5950
Cabarrus County	174,294	\$ 21,329,688,137	\$ 122,378	\$ 0.6300
Caldwell County	80,141	\$ 5,376,766,127	\$ 67,091	\$ 0.6599
Union County	196,359	\$ 23,261,280,447	\$ 118,463	\$ 0.6650
Cleveland County	98,638	\$ 6,550,000,000	\$ 66,404	\$ 0.7200
Gaston County	207,270	\$ 14,570,011,481	\$ 70,295	\$ 0.8350
Mecklenburg County	894,445	\$ 100,300,000,000	\$ 112,137	\$ 0.8387
Eleven County Average	206,466	\$ 21,308,483,044	\$ 96,213	\$ 0.6376
COUNTIES FROM 75,000 TO 100,000 POPULATION				
Jurisdiction	July, 2009 Population	FY 2011 Assessed Value	Assessed Value Per Capita	2010 Property Tax Rate
Moore County	86,959	\$ 11,696,000,000	\$ 134,502	\$ 0.4650
Burke County	89,669	\$ 6,790,865,385	\$ 75,733	\$ 0.5200
LINCOLN COUNTY	75,718	\$ 8,633,727,007	\$ 114,025	\$ 0.5700
Caldwell County	80,141	\$ 5,376,766,127	\$ 67,091	\$ 0.6599
Nash County	95,814	\$ 6,814,000,000	\$ 71,117	\$ 0.6700
Rockingham County	91,873	\$ 6,071,000,000	\$ 66,080	\$ 0.7150
Cleveland County	98,638	\$ 6,550,000,000	\$ 66,404	\$ 0.7200
Wilson County	80,023	\$ 5,500,000,000	\$ 68,731	\$ 0.7300
Eight County Average	87,354	\$ 7,179,044,815	\$ 82,960	\$ 0.6312
Seven County Average Excluding Moore Co.	87,411	\$ 6,533,765,503	\$ 75,597	0.6550

Source: NC Association of County Commissioners Annual Survey on Tax Rates and Expenditures.

Capital Project Report: Burns Whittaker presented the Capital Project Report

Finance Officers Report – Leon Harmon: Leon Harmon presented the Finance Officer's Report.

County Manager's Report – George Wood:

County Commissioners' Report:

County Attorney's Report – Wesley Deaton: Wesley Deaton gave the County Attorney's Report.

Vacancies/Appointments: Commissioner Robinson presented the following vacancies and appointments:

UPON MOTION by Commissioner Robinson, the Board voted unanimously to approve the following appointments:

Vacancies:

- Nursing and Adult Home Community Advisory Committee

- Recreation Commission
 - o Howard's Creek Township
- Lincoln County Community Friends
- Lincoln Natural Resources
- CEDC
- Planning Board
- IRB Board

Appointments:

Pathways:

Caren Martin – to fill unexpired term

Nursing Home: all 1 year terms

Caren Martin

Karen Boston Byers

Melisa Harrison

Sheila Isenhour Brown – restriction that she can NOT serve where her relative is staying

LEDA:

Reapt. Bo King

Community Friends Corp: 3 year term

Sylvia Holmes

Calendar: Chairman Patton presented the June 2011 calendar.

Other Business:

- Register of Deeds Report

Chairman Patton stated that he failed to have a public hearing on the Incentive Grant earlier. Chairman Patton opened the public hearing concerning the Incentive Grant. Being none, Chairman Patton declared the public hearing closed.

UPON MOTION by Commissioner Robinson, the Board voted unanimously to adopt Resolution #2011-32.

UPON MOTION by Commissioner Mitchem, the Board voted unanimously to go into closed session pursuant to NCGS 143-318.11(a)(3) to consult with an attorney employed by or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged.

The Board returned to open session and Chairman Patton advised that no action was taken in closed session.

Recess: UPON MOTION by Commissioner Mitchem, the Board voted unanimously to recess to May 23, 2011 at 12:00 p.m. at LEDA, 502 E. Main Street, Lincolnton.

Amy S. Atkins, Clerk
Board of Commissioners

Alex E. Patton, Chairman
Board of Commissioners