



Gaston County

Gaston County
Board of Commissioners
www.gastongov.com

County Attorney

Board Action

File #: 17-007

Commissioner Keigher - County Attorney - To Approve an Appropriation, Not to Exceed \$45,000, for Gaston County's Cost Share to Participate in a Collaborative Public-Private Development of a Gaston County-Charlotte Airport Economic Positioning Strategy, to be Conducted by MXD Development Strategists and Coordinated by the Greater Gaston Development Corporation (GGDC), Having Determined that the Proposed Appropriation will Improve the Business Prospects of the County (**Fund Balance - \$45,000**)

STAFF CONTACT

Donna S. Buff - Clerk to the Board - 704-866-3196

BUDGET IMPACT

Fund Balance Appropriation.

BUDGET ORDINANCE IMPACT

Decrease General Fund and Increase Special Programs Account.

BACKGROUND

Pursuant to North Carolina General Statute 158-7.1, a public hearing is required for the Board of Commissioners to consider a request for an appropriation (not to exceed \$45,000) to participate in a collaborative public-private development of a Gaston County-Charlotte Airport Economic Positioning Strategy, coordinated by the Greater Gaston Development Corporation (GGDC). At its public hearing of 3/28/2017, the Board must determine that the appropriation will, at a minimum, improve the "business prospects of the county." Approval of this Board Action authorizes the County Manager or designee to execute the attached contract on behalf of Gaston County.

(Continued on Page 2)

DO NOT TYPE BELOW THIS LINE

I, Donna S. Buff, Clerk to the County Commission, do hereby certify that the above is a true and correct copy of action taken by the Board of Commissioners as follows:

NO.	DATE	M1	M2	Brown	Fraley	Grant	Hovis	Keigher	Philbeck	Worley	Vote
2017-052	03/28/2017	TK	TP	A	AB	A	A	A	A	A	U

DISTRIBUTION:

Laserfiche Users

A=AYE, N=NAY, AB=ABSENT, ABS=ABSTAIN, U=UNANIMOUS

The GGDC proposes:

- To coordinate the Positioning Strategy with MXD Development Strategists. This firm conducted an airport area strategic development plan in December for the City of Charlotte and GGDC proposes to utilize the data developed in this process to develop an economic development strategy for Gaston County.
- Project to be overseen by a Steering Committee with senior representatives of the major stakeholders and Charlotte. Due to the technical nature of the project, a Technical Coordinating Committee would also be formed.
- GGDC would coordinate the necessary Gaston stakeholders and provide contracting, financial and contract management services. They estimate 6-8 months to prepare the Gaston Positioning Strategy, from the date of contracting with the development strategy firm.
- Preliminary cost estimate is approximately \$230,000, to be secured 50% from private sources and 50% from government sources. Proposed cost shares are as follows: Private sector (GGDC members) - \$115,000; Gaston County - \$45,000; Gastonia - \$35,000; Belmont - \$17,500; Mount Holly - \$17,500; and smaller municipalities will be recruited at \$3,500 per municipality (for each smaller municipality recruited, there will be a proportionate reduction in the amount allocated to the County and the larger 3 municipalities).

POLICY IMPACT

N/A

ATTACHMENTS

Budget Change Request; GGDC Agreement, Project Overview; MXD Diagrams

GASTON COUNTY BUDGET CHANGE REQUEST

TO: Earl Mathers COUNTY MANAGER

FROM: 4110 Commissioner
Dept. # Department Name

Donna S. Buff 1/30/2017
 Department Director's Signature Date

TYPE OF REQUEST:

☐ Line Item Transfer Within Department & Fund
 ☐ Line Item Transfer Between Funds *
☐ Project Transfer Within Department & Fund
 ☒ Additional Appropriation of Funds *
☐ Line Item Transfer Between Departments*

* Requires resolution by the Board of Commissioners

Resolution # _____ Date _____

ACCOUNT DESCRIPTION (As it appears in the budget)	ACCOUNT NUMBER	PROJECT	AMOUNT
	Fund - Dept - Subdept - Div - Acct - Subacct	SUBPROJECT	Whole Dollars Only
	xx - xxxx - xxxx - xxxx - xxx - xxx	xxxxx - xxxx	(See Note Below)
Fund Balance Appropriated	10-9900-991-500		(\$45,000)
Special Programs	10-4110-298-000	17257-0001	\$45,000

JUSTIFICATION FOR REQUEST:

A fund balance appropriation of \$45k is required for Gaston County's cost share to participate in a collaborative public-private development of a Gaston County-Charlotte Airport Economic Positioning Strategy, to be conducted by MXD Development Strategists and coordinated by the Greater Gaston Development Corporation (GGDC)

APPROVAL SIGNATURES:

 County Manager/Interim Assistant County Manager Date

 Financial Operations Manager/Asst. Financial Operations Mgr. Date

 Interim Budget Administrator Date

Note: Decreases in expenditures & increases in revenue accounts require brackets. Increases in expenditures & decreases in revenue do not require brackets. Please note that transfers between funds require interfund transfer accounts.

NORTH CAROLINA)
)
GASTON COUNTY)

AGREEMENT FOR THE GRANT
OF GASTON COUNTY FUNDS

THIS AGREEMENT, made and entered into on the last date written below, by and between GASTON COUNTY (hereinafter referred to as the COUNTY) and Greater Gaston Development Corporation (hereinafter referred to as the GRANTEE), pursuant to and subject to the restrictions and conditions set out below;

W I T N E S S E T H :

In consideration of receipt of a grant of funds from the Board of County Commissioners of Gaston County for the following fiscal years:

FY 2016-2017: \$ 45,000

and the development of a Gaston County CLT Airport Economic Positioning Strategy, as set forth in Attachment B hereto, and incorporated herein by reference, the GRANTEE agrees to abide by the terms of this Agreement as set out below.

(1) The GRANTEE covenants and agrees to expend the funds which are the subject of this Agreement and perform services in consideration of the receipt of funds in accordance with the purposes outlined in Attachment "A" and Attachment B" attached to this Agreement and incorporated herein by reference. Funds made available to the GRANTEE pursuant to this Agreement shall be expended only in accordance with applicable federal, state and local laws, and only for the purposes set forth in the grant application and Attachment "A" and Attachment "B."

(2) Termination of this Agreement may occur for reasons described herein or in attachments hereto. The COUNTY may execute an extension of this Agreement in its discretion and in accordance with such additional conditions as it may require.

(3) The GRANTEE agrees that it will supply such records, information and verification relating to expenditures of the funds or the operations of the GRANTEE as may reasonably be requested by the COUNTY. The GRANTEE agrees that the COUNTY shall have access to the records and premises of the GRANTEE at all reasonable times, and the GRANTEE agrees to submit such reports as the COUNTY shall request pertaining to the funds granted herein or the operations of the GRANTEE. The GRANTEE shall maintain a written accounting and documentation of all of its receipts and disbursements relating to the grant funds which are the subject of this Agreement. GRANTEE financial records shall be sufficient for an internal or external audit. The COUNTY reserves the right to require a certified audit pertaining to the use of the grant funds, or may perform the audit through the use of its staff. The GRANTEE shall provide for separate cost accounting of County funds, either by a separate checking account or cost center that tracks only County funds.

(4) (a) The GRANTEE shall furnish to the COUNTY by April 30, of each fiscal year of this agreement, a preliminary report comparing budgeted and actual expenditures of county grant funds through March 31.

(b) The GRANTEE shall furnish to the County a final report comparing budgeted and actual expenditures for the entire fiscal year no later than August 1, of each fiscal year for which this agreement is effective.

- (c) The GRANTEE shall report on the effectiveness in achieving the stated purpose of the grant including costs per units of service delivered.

(5) The COUNTY may suspend or terminate the payment of grant funds in whole or in part for any violation of this Agreement, if such violation is not cured within thirty (30) days after the County delivers written notice of default to the Grantee. Subject to the aforementioned, suspension or termination may occur for the following reasons as determined by the COUNTY, but not limited to these reasons:

- (a) Ineffective or improper use of grant funds;
- (b) Failure to comply with the terms and conditions of the Agreement;
- (c) Submission to the COUNTY of reports which are incorrect or incomplete in any material respect;
- (d) Frustration or impossibility of performance, rendering the carrying out of this Agreement improper or infeasible.

In addition, the COUNTY may suspend or terminate payment of grant funds if the GRANTEE fails to make satisfactory progress toward meeting the project services which are the subject of this Agreement; and the determination of whether satisfactory progress has been made shall be in the discretion of the COUNTY, but after providing Grantee no less than thirty (30) days advance written notice of such lack of progress which remains uncured.

If for any reason the payment of grant funds is suspended or terminated, the GRANTEE agrees to promptly remit to the COUNTY any payments previously received by the GRANTEE which the COUNTY deems to have been paid and received in violation of this Agreement.

(6) Any and all alterations in the restrictions and conditions upon the grant of the funds herein shall be subject to prior review and written approval by the COUNTY.

(7) This Agreement and the grant funds which are the subject of this Agreement are expressly non-assignable without the prior written consent and approval of the COUNTY.

(8) Non-expendable property purchased under this Agreement shall remain the property of the GRANTEE, unless any attached conditions provide that such property shall become the property of the COUNTY.

(9) **NON-APPROPRIATION:** In the event funds are not appropriated during the term of this Agreement for the subject matter herein described, and there are no other available funds by or with which payment can be made to the Grantee, this Agreement is terminated. This Agreement will be deemed terminated on the last day of the fiscal period for which appropriations were received without penalty or expense, except to the portion of payment for which funds have been appropriated and budgeted.

APPLICABILITY: Pursuant to North Carolina Session Law 2015-294, the certification is applicable for all contracts entered into by Gaston County, except for contracts solely for the purchase of goods, apparatus, supplies, materials, equipment, or contracts with specific other entities as described in NCGS § 143-133.3, piggy-back contracts, and travel purchases.

(10) **E-VERIFY CERTIFICATION:** By signing and entering into this contract with Gaston County, Grantee hereby certifies that it complies with E-Verify, the aforementioned Federal program used to verify the work authorization of newly hired employees working in North Carolina. Grantee certifies compliance with the E-Verification program pursuant to Article 2 of Chapter 64 of the North Carolina General

Statutes. If applicable, Grantee also certifies that any subcontractor hired or used for this contract will comply with E-Verify, as described herein.

(11) **ADA AND CIVIL RIGHTS CERTIFICATION OF COMPLIANCE:** Grantee hereby certifies that it complies with all applicable federal civil rights laws, including the applicable provisions of the Americans with Disabilities Act.

IN WITNESS WHEREOF, the COUNTY has caused this Agreement to be duly executed in its behalf; and the GRANTEE has caused the same to be duly executed in its behalf as of the date first above written.

GASTON COUNTY, NORTH CAROLINA

ATTEST:

By _____
(Assistant) County Manager

Clerk to the Board

Date: _____

Approved as to form:

County Attorney

GREATER GASTON
DEVELOPMENT CORPORATION

ATTEST:

By: _____
Mark C. Cramer, Executive Director

Secretary

Date:

(SEAL)

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.

Finance Director

Date

**Attachment A1
Budget Information
FY 2016-2017**

**Gaston County
Funds**

I.	Personnel Services	
	Salaries & Wages	
	Fringe Benefits	
	Professional Services *	45,000
II.	Supplies & Materials	
	Household & Cleaning	
	Food & Provisions	
	Educational & Medical	
	Construction & Repair	
	Vehicle Supplies & Materials	
	Heating & Utility Supplies	
	Other Supplies & Materials	
III.	Current Obligations & Services	
	Travel & Transportation	
	Communications	
	Utilities	
	Printing & Binding	
	Repairs & Maintenance	
	Advertising *	
	Data Processing	
	Other Services	
IV.	Fixed Charges & Other Expenses	
	Rental of Real Property	
	Equipment Rental	
	Services & Maintenance Contracts	
	Insurance & Bonding	
	Other Fixed Charges	
V.	Capital Outlay	
	Office Furniture & Equipment	
	Educational Equipment	
	Motor Vehicles	
	Other Equipment	
	Buildings, Structures & Improvements	
VI.	Totals	45,000
	<i>Total must correspond to total appropriation approved by the Gaston County Board of Commissioners</i>	

ATTACHMENT B
TO

AGREEMENT BETWEEN GASTON COUNTY AND THE GREATER GASTON DEVELOPMENT CORPORATION

GASTON COUNTY CLT AIRPORT ECONOMIC POSITIONING STRATEGY
SCOPE OF WORK

- I. The Greater Gaston Development Corporation (GGDC) shall:
 - A. Develop a Concept Overview of the project
 - B. Organize and conduct a fund-raising campaign – total goal of \$230,000
 - a. Private sector fund-raising goal of \$115,000
 - b. Public sector fund-raising goal of \$115,000
 - C. Establish separate segregated GGDC checking and savings account for the project
 - D. Invoice all funding sources and secure payments
 - E. Working with private and public funding entities, identify and recruit members of project Executive Steering Committee
 - F. Negotiate and execute Scope of Work, Schedule and Contract between the GGDC and the project lead consultant for production by lead consultant of Gaston County CLT Airport Economic Positioning Strategy, subject to review by and concurrence of Executive Steering Committee
 - G. Working with private and public funding entities and project lead consultant, identify and recruit members of project Technical Committee
 - H. Provide project management services
 - a. Review of performance milestones and deliverables from lead project consultant
 - b. Fiscal management
 - i. Maintenance and reconciliation of project banking accounts
 - ii. Review and processing of invoices
 - c. Reporting on project progress and fiscal status to funding entities as requested
 - d. Oversight of project outreach to the media, the public and other interest groups working with the Executive Steering Committee, Technical Committee and funding entities
 - I. Conduct project close out activities
 - a. Final acceptance of all project deliverables
 - b. Organize and facilitate presentation of strategy plan and deliverables to funding entities and other interested parties per project scope of work
 - c. Certify completion of performance by project lead consultant
 - d. Conduct final project bank account reconciliations and close project bank accounts
- II. Schedule – The GGDC will complete the above-enumerated scope of work within 3 months of certification by the GGDC that the project lead consultant has completed performance under the contract between the GGDC and the project lead consultant for the project. It is anticipated that the period of performance for the project by the project lead consultant will encompass 9 to 12 months from the notice to proceed to the lead project consultant.

GASTON COUNTY CLT AIRPORT ECONOMIC POSITIONING STRATEGY

CONCEPT OVERVIEW

November 29, 2016

CONCEPT

Form collaborative public-private approach to development of an Economic Positioning Strategy for Gaston County designed to take maximum advantage of the County's proximity and access to Charlotte-Douglas International Airport (CLT).

OPPORTUNITY

With CLT scheduled to complete its own airport area strategic development plan in December, Gaston has a unique opportunity to utilize the comprehensive and current data and analyses developed by CLT and to engage the same consultant team to prepare a synergistic economic development strategy for Gaston.

IMPLEMENTATION

The project would be overseen by a Steering Committee with senior representatives of the major stakeholders and CLT. Due to the technical nature of the project, a Technical Coordinating Committee would also be formed.

The GGDC would coordinate the necessary Gaston stakeholders, and provide contracting, financial and contract management services, as it has for the Gaston Outside Image Campaign.

Estimates are that it would take between 6 and 8 months to prepare the Gaston Positioning Strategy, from the date of contracting with the development strategy firm.

FUNDING

Preliminary Cost Estimates for the project put the cost at approximately \$230,000, to be secured 50% from private sources and 50% from government sources. Proposed cost shares are as follows: Private sector (GGDC members) - \$115,000; Gaston County - \$45,000; Gastonia - \$35,000; Belmont - \$17,500; Mount Holly - \$17,500; and smaller municipalities will be recruited at \$3,500 per municipality (for each smaller municipality recruited, there will be a proportionate reduction in the amount allocated to the County and the larger 3 municipalities).

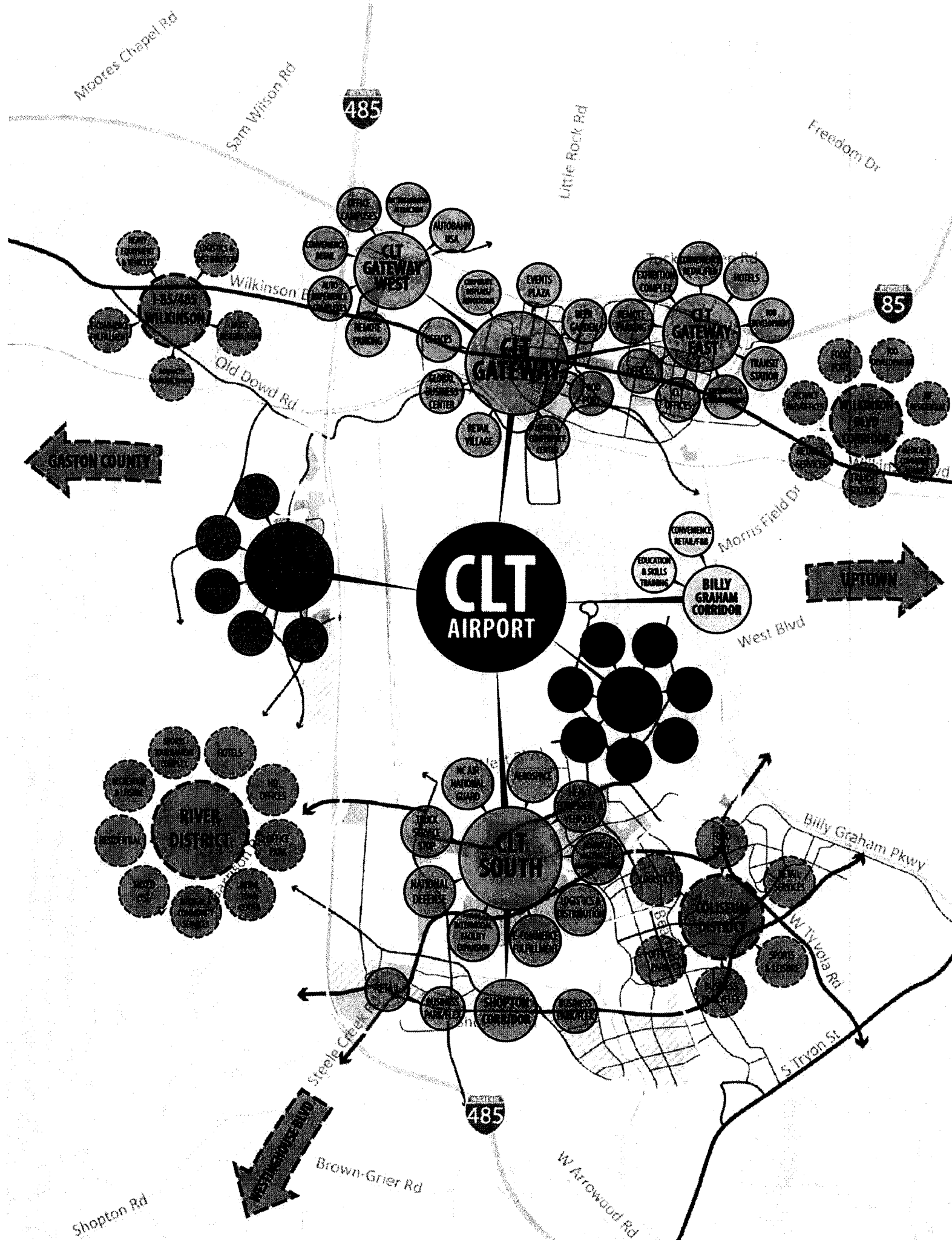
THE OBJECTIVES

The Positioning Strategy would provide a roadmap and action plan to shape Gaston's future as CLT continues to drive national and international connectivity, job growth, and economic success.

The Positioning Strategy should integrate into and inform the land use and development plans and strategies for Gaston County and its primary municipalities, better positioning Gaston County to capture desired and targeted airport-related economic growth rather than reacting to random unplanned opportunities.

It would be a valuable and timely marketing and recruitment tool for use by the Gaston County Economic Development Commission staff and a wide range of other stakeholders in the County and region.

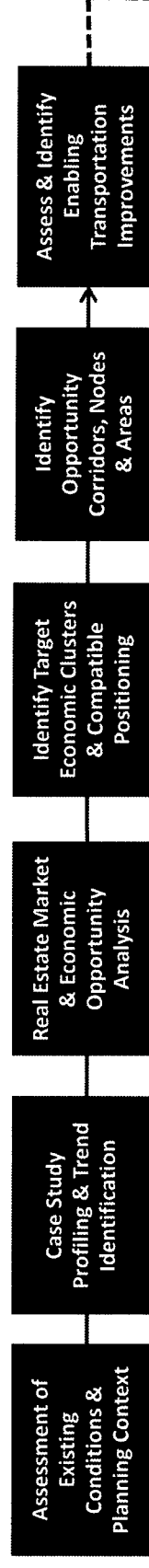
It would integrate Gaston County into the CLT economic development strategy and marketing efforts, placing Gaston County uniquely "on the map" when CLT is being promoted.



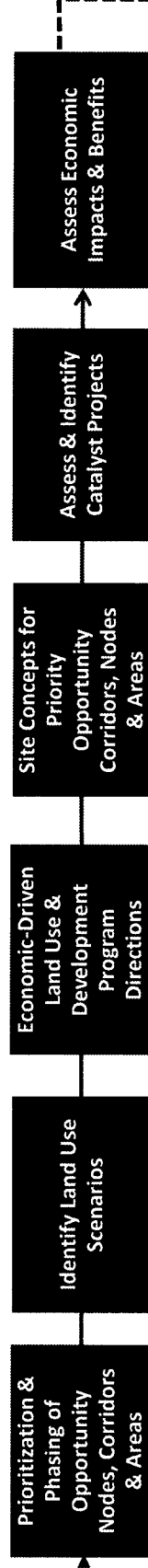
Greater Gaston Airport Connected Economic Positioning Strategy MXD Work Program Outline



OPPORTUNITY ASSESSMENT



ECONOMIC-DRIVEN LAND USE & DEVELOPMENT PROGRAM



RECOMMENDED DEVELOPMENT FRAMEWORK & ACTION PLAN

