



Gaston County

Gaston County
Board of Commissioners
www.gastongov.com

Public Works

Board Action

File #: 23-494

Commissioner Keigher - Public Works - To Approve and Appropriate \$150,000 for The Animal League of Gaston County for the Installation of an Elevator to Serve the Second Floor of the Building Located at 425 W. Franklin Boulevard, Gastonia, NC

STAFF CONTACT

Dan Ziehm, PE - Public Works Director - 704-862-6795

BUDGET IMPACT

Appropriate \$150,000 from the Community Investment Fund to General Government Capital Fund.

BUDGET ORDINANCE IMPACT

Increase revenue and expense by \$150,000 via a transfer from the Community Investment Fund to the General Government Capital Fund.

BACKGROUND

The Gaston Low-Cost Spay/Neuter Clinic is dedicated to providing high quality, low cost spay/neuter surgeries and immunization vaccinations (rabies, parvovirus, etc.). The clinic is a member of the National Spay/Neuter Response Team, and the clinic is operated under the Animal League of Gaston County. The focus of the clinic is to spay/neuter dogs and cats and reduce the population of animals held at the Gaston County Animal Care & Enforcement facility. The mission of the clinic is to promote companion animal welfare in the community through advocacy, education and service.

The Animal League of Gaston County, dba the Gaston Low-Cost Spay/Neuter Clinic, seeks to install an elevator at the facility located at 425 W. Franklin Boulevard, Gastonia, NC to aide in movement of patrons, staff, and animals to and from the first and second floors. Funds were included in the FY 23-24 capital budget to assist the Animal League of Gaston County with constructing the elevator. The Animal League of Gaston County now has received bids from contractors to perform the work, and an additional \$150,000 in funding is needed. Included with this Board Action is a draft grant agreement between Gaston County and the Animal League of Gaston County establishing the parameters for receipt of County funding. Approval of this Board Action by the Gaston County Board of Commissioners appropriates \$150,000 from the Community Investment Fund and allows for the transfer of funds into the appropriate account to meet required guidelines for auditing and reporting. Further, approval of this Board Action authorizes the County Attorney to draft any necessary contract documents between Gaston County and The Animal League of Gaston County, authorizes the County Attorney to make nominal changes to the agreement as may be necessary to finalize and execute, and authorizes the County Manager, or her designee, to execute any necessary documents.

(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	CBrown	CCloninger	AFraley	BHovis	KJohnson	TKeigher	RWorley	Vote
2023-369	10/24/2023	RW	KJ	A	A	A	A	A	AB	A	U

DISTRIBUTION:

Laserfiche Users

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

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POLICY IMPACT

N/A

ATTACHMENTS

Budget Change Request (BCR); Draft Grant Agreement

GASTON COUNTY BUDGET CHANGE REQUEST (BCR)			
TO:	Dr. Kim S. Eagle, County Manager		
FROM:	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;"> <div style="border: 1px solid black; padding: 2px;">PWK</div> Dept. Code </td> <td style="width: 50%;"> <div style="border: 1px solid black; padding: 2px;">Public Works</div> Department Name </td> </tr> </table>	<div style="border: 1px solid black; padding: 2px;">PWK</div> Dept. Code	<div style="border: 1px solid black; padding: 2px;">Public Works</div> Department Name
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	<table border="1" style="width: 100%;"> <tr> <td style="width: 70%;"> <div style="border: 1px solid black; padding: 2px;">Dan Ziehm</div> Department Director </td> <td style="width: 30%;"> <div style="border: 1px solid black; padding: 2px;">10/5/23</div> Date </td> </tr> </table>	<div style="border: 1px solid black; padding: 2px;">Dan Ziehm</div> Department Director	<div style="border: 1px solid black; padding: 2px;">10/5/23</div> Date
<div style="border: 1px solid black; padding: 2px;">Dan Ziehm</div> Department Director	<div style="border: 1px solid black; padding: 2px;">10/5/23</div> Date		

Dr. Kim S. Eagle, County Manager

PWK	Public Works
Dept. Code	Department Name

Dan Ziehm	10/5/23
Department Director	Date

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

*Requires resolution by the Board of Commissioners

[illegible]

\$

** Decreases in expenditures and increases in revenue accounts require brackets. Increases in expenditures and decreases in revenue do not require brackets. Please note that transfers between funds require inter-fund transfer accounts.

<p>JUSTIFICATION FOR REQUEST:</p> <p>The Animal League of Gaston County, dba as the Gaston Low-Cost Spay/Neuter Clinic, seeks to install an elevator at the facility located at 425 W. Franklin Boulevard, Gastonia, NC to aide in movement of patrons, staff and animals to and from the first and second floors. Funds were included in the FY 23-24 capital budget to assist the Animal League of Gaston County with constructing the elevator. The Animal League of Gaston County now has received bids from contractors to perform the work, and an additional \$150,000 in funding is needed.</p>
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STATE OF NORTH CAROLINA
COUNTY OF GASTON

GRANT AGREEMENT FOR THE
ANIMAL LEAGUE OF GASTON
COUNTY ELEVATOR FUNDING

This Agreement, made effective this the ____ day of _____, 2023, by and between **THE ANIMAL LEAGUE OF GASTON COUNTY**, a North Carolina Non-profit Corporation (hereinafter referred to as “Grantee”) having a mailing address of 425 W. Franklin Boulevard, Gastonia, NC 28052; and **GASTON COUNTY**, a body politic and a political subdivision of the State of North Carolina, (hereinafter referred to as “County”), having a mailing address of P.O. Box 1578, Gastonia, NC 28053.

W I T N E S S E T H:

WHEREAS, County is permitted to provide grants to third parties, provided such grant is for a public purpose and meets the other statutory and constitutional requirements of the State of North Carolina as found in Article V, Section 2 of the North Carolina Constitution as well as Chapter 153A, Article 7 of the North Carolina General Statutes; and

WHEREAS, the Grantee requested that monies be used to construct a public elevator for the Low-cost Spay/Neuter facility at 425 We. Franklin Boulevard, Gastonia, NC 28052, the details of such is referred to as the “Project”; and

WHEREAS, the Project constitutes a public purpose, authorized by the authority described above; and

WHEREAS, on June 13, 2023, the Gaston County Board of Commissioners adopted Resolution 2023-185, authorizing the expenditure of such grant monies not to exceed (\$250,000); and on October 24th, 2023, adopted Resolution 2023-_____, authorizing the expenditure of additional funds; and

WHEREAS, both parties acknowledge that such monies will only be distributed upon the Grantee satisfying the terms and conditions as established herein.

NOW, THEREFORE, in consideration of the terms, conditions and covenants hereinafter set forth, it is agreed between the parties hereto as follows:

1. **PURPOSE:** The purpose of this agreement is to set forth the terms and conditions under which County will provide monies to the Grantee associated solely with the construction of a public use elevator.
2. **PROJECT DESCRIPTION:** Grantee shall plan, design, permit, and construct an elevator for use by the Animal League of Gaston County. Eligible expenses related to the project include construction of the elevator and associated systems along with incidental demolition or renovation work of the existing building to accommodate the elevator and components.

3. **PLANS AND SPECIFICATIONS:** The work shall be engineered, designed and constructed in accordance with the specifications of the Grantee and the Grantee shall abide by any and all building codes, laws, regulations, and requirements associated with such facilities. The County is not responsible for any of the design, obtaining the required permits, or contracting processes or other decision-making aspects associated with the Project.
4. **COSTS:** The eligible costs subject to reimbursement under this agreement is hereby capped at Four Hundred Thousand Dollars (\$400,000). Additional costs, if any, will be incurred by the Animal League of Gaston County. Should the project be constructed for less than \$400,000, County shall only reimburse for the lesser amount.
5. **REIMBURSEMENT:** County agrees to reimburse Grantee's Contractor for eligible Project costs as set forth herein. Grantee will forward to the County contractor pay applications through the course of construction, along with any other documentation necessary for justifying the request for payment. Documentation shall be reviewed by Grantee's architect and approved for payment. Eligible Project costs are defined as the costs associated with construction of the Project. Eligible project costs shall not include costs associated with administrative expenses relating to salaries of Grantee's employees, administrative expenses or consultant fees. County will reimburse Contractor for approved, eligible Project costs within forty-five (45) days of receipt of the request and accompanying documentation.
6. **AGENCY:** Grantee shall serve as the party exclusively responsible for the Project and shall commence and complete Project within a reasonable time after the execution of this Agreement. Project shall be completed, and invoices submitted for reimbursement within 18 months of contract execution. Expensed incurred after 18 months will not be counted as eligible for reimbursement. This Agreement is not to establish any kind of agency or partnership agreement between the parties.
7. **ACCESS:** County retains the right to inspect documents, materials, papers and other related items at any point in the Project, with proper notification to Grantee. Further, County shall have access, at all times, to the construction site for the purpose of construction observation.
8. **INSURANCE AND INDEMNITY:** Grantee shall maintain and operate the improvements and provide public liability insurance coverage against any and all damages that may be incurred upon said property through injury or accident by reason of the Grantee's negligent construction or operation of Project.

Grantee shall at all times indemnify, save, protect, and keep harmless the County from all costs, loss, damage, liability, expense, penalty and fines which may arise from or be claimed against County by any person or persons, firms or corporations, for any injuries to persons or property, or damage for whatever kind or character consequent upon or arising from this Agreement by reason of any negligent act of Grantee, its agents or employees.

9. DUPLICATE ORIGINALS: This Agreement shall be executed by the parties hereto in duplicate originals, each of which when executed shall constitute one and the same Agreement.
10. ENTIRE AGREEMENT: This instrument contains the entire Agreement between the parties, and no statement, oral or written, made by either party or agent of either party that is not contained in this Agreement shall be valid or binding. This contract may not be enlarged, modified or altered, except in writing signed by the parties and endorsed hereon.

IN WITNESS WHEREOF, the parties hereto cause this agreement to be signed by their duly authorized representatives the day and year first above written.

**NOTE: BY SIGNING THE GASTON COUNTY SIGNATURE
PAGE, YOU AGREE TO FOLLOW THE ATTACHED TERMS
AND CONDITIONS, TO THE EXTENT THAT SUCH
PROVISIONS ARE APPLICABLE.**

ANIMAL LEAGUE OF GASTON COUNTY/GRANTEE

By: _____
Authorized Representative

ATTEST:

Witness

STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, _____, a Notary Public of the aforesaid County and State, do hereby certify that _____ personally appeared before me this day and acknowledged that he/she is the _____ for the Animal League of Gaston County and that by authority duly given and as the act of the organization, the foregoing instrument was signed in its name by its authorized representative, sealed with its corporate seal and attested by _____.

WITNESS my hand and Notarial Seal, this the ____ day of _____, 2023.

Notary Public

My Commission Expires: _____

GASTON COUNTY

By: _____
County Manager/Assistant County Manager

Date: _____

ATTEST:

Clerk to the Board/Deputy Clerk to the Board

APPROVED AS TO FORM:

County Attorney/Deputy County Attorney

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

Finance Director/Deputy Finance Officer

STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, _____, a Notary Public of the aforesaid County and State, do hereby certify that _____ personally appeared before me this day and acknowledged that he/she is the (Deputy) County Manager/Assistant County Manager and that by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed in its name by the designated party, sealed with its corporate seal and attested by him/her as its (Deputy) County Clerk.

WITNESS my hand and Notarial Seal, this the ____ day of _____, 2023.

Notary Public

My Commission Expires: _____