



Gaston County

Gaston County
Board of Commissioners
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County Attorney Board Action

File #: 21-292

Commissioner Brown - County Attorney - To Authorize an Interlocal Grant Agreement With the City of Gastonia to Relocate Public Utilities at 147 W. Main Avenue (Center City Crossings) and to Appropriate the Necessary Funds for the Execution of the Interlocal Grant Agreement **(Not to Exceed \$370,000)**

STAFF CONTACT

Jonathan L. Sink - County Attorney

BUDGET IMPACT

Appropriation of \$370,000 from CIF Fund Balance that is transferred to CIP and appropriated into an expense account/project.

BUDGET ORDINANCE IMPACT

Appropriates \$370,000 from fund balance and increases expenses in CIF fund; increases revenues and expenses in CIP fund by \$370,000.

BACKGROUND

Section 160A-461 of the North Carolina General Statutes authorizes units of local government to enter into interlocal agreements for any undertaking. The County is further permitted to provide grants to third parties, provided such grant is for a public purpose and meets other statutory and constitutional requirements of the State of North Carolina.

The purpose of the agreement between the County and the City of Gastonia is to provide monies to the City of Gastonia associated with the relocation of public utilities at 147 W. Main Avenue, where Center City Crossings will be developed. Public utilities will be relocated in order to allow for the construction of a new multi-family residential development, which will increase the tax base and revitalize the downtown of Gastonia.

Approval of this Board Action authorizes the County Attorney to execute an Interlocal Grant Agreement with the City of Gastonia.

POLICY IMPACT

N/A.

ATTACHMENTS

Budget Change Request (BCR) and Interlocal Grant Agreement

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	AFraley	BHovis	KJohnson	TKeigher	JPhilbeck	RWorley	Vote
2021-220	08/24/2021	CB	RW	A	A	A	A	A	A	A	U

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GASTON COUNTY BUDGET CHANGE REQUEST

TO: Dr. Kim S. Eagle COUNTY MANAGER

FROM: 4920 Economic Development
Dept. # Department Name

Donnie Hicks 8/16/2021
Department Director's Name Date

TYPE OF REQUEST:

- | | |
|----------------------------------------------------------------------|-------------------------------------------------------------------------|
| <input type="checkbox"/> Line Item Transfer Within Department & Fund | <input checked="" type="checkbox"/> Line Item Transfer Between Funds * |
| <input type="checkbox"/> Project Transfer Within Department & Fund | <input checked="" type="checkbox"/> Additional Appropriation of Funds * |
| <input type="checkbox"/> Line Item Transfer Between Departments* | <u>* Requires resolution by the Board of Commissioners</u> |

ACCOUNT DESCRIPTION <small>(As it appears in the budget)</small>	ACCOUNT NUMBER <small>Fund - Function - Dept - Division - Object - Project xxx - xx - xxxx - xxxx - xxxxx - xxxxxx</small>	AMOUNT <small>Whole Dollars Only (See Note Below)</small>
Fund Balance Appropriated	041-99-9900-0000-490000-	(\$370,000)
Transfer to Capital Improvements	041-98-9800-0000-580040-	\$370,000
Transfer from Community Investment	040-98-9800-0000-480041-	(\$370,000)
COG: Utilities Relocation	040-07-4920-4920-540006-22024	\$370,000

JUSTIFICATION FOR REQUEST:

Gaston County is providing a grant to the City of Gastonia by way of the parties executing an Interlocal Agreement to cover the costs to relocate the public utilities at 147 W. Main Avenue. Utilities must be relocated in order to allow for the construction of new multi-family residential development which will increase the tax base and revitalize the downtown Gastonia area. The County is not responsible for any of the contracting process or other decision making aspects of this project but will pay a portion of the actual project costs, not to exceed \$370,000.

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.

**STATE OF NORTH CAROLINA
COUNTY OF GASTON**

**INTERLOCAL AGREEMENT FOR
GRANT AGREEMENT BETWEEN
THE CITY OF GASTONIA AND
GASTON COUNTY**

This Agreement, made effective this the ____ day of _____, 2021, by and between **THE CITY OF GASTONIA**, a North Carolina Municipal Corporation (hereinafter referred to as "Grantee"), having a mailing address of Box 1748, Gastonia, NC 28053, 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.

WITNESSETH:

WHEREAS, pursuant to N.C. GEN. STAT. § 160A-461, units of local government are authorized to enter into interlocal agreements for any undertaking; and,

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 relocate public utilities, the details of which are referred to as the "Project" and can be found in Exhibit "A"; and

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

WHEREAS, on August 24, 2021, the Gaston County Board of Commissioners adopted Resolution 2021-220, authorizing the expenditure of such grant monies not to exceed Three Hundred Seventy Thousand Dollars (\$370,000); and

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

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 City of Gastonia associated with the relocation of public utilities at 147 W. Main Avenue, Gastonia, North Carolina.
2. **PROJECT DESCRIPTION:** Public utilities to be relocated in order to allow for the construction of new multi-family residential development which will increase the tax base and revitalize downtown Gastonia may include water, sewer, electric, natural gas, telephone, cable television, and any other public utilities in the Project vicinity.

3. **PLANS AND SPECIFICATIONS:** The utility relocations shall be engineered, designed, and constructed in accordance with all city, county, and state laws, ordinances, and regulations governing the same. The County is not responsible for any of the contracting processes or other decision-making aspects associated with the Project.
4. **COSTS:** The estimated Project cost is approximately Three Hundred Sixty-Nine Thousand, Three Hundred Twenty-Nine Dollars and Forty-Nine Cents (\$369,329.49). County shall pay a portion of the actual Project costs, not to exceed Three Hundred Seventy Thousand Dollars (\$370,000) to the City of Gastonia.
5. **REIMBURSEMENT:** County agrees to reimburse Grantee for eligible Project costs as set forth herein. Grantee will bill County for eligible Project costs, accompanied by copies of all invoices, bills, and other documentation justifying the request for payment. Eligible Project costs are defined as the costs associated with engineering design, and construction of the Project. Eligible project costs shall not include costs associated with administrative expenses relating to salaries of Grantee employees. County will reimburse Grantee for costs within forty-five (45) days of receipt of the request.
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. This Agreement is not to establish any kind of joint 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, so long as proper notification is provided to Grantee. Further, County shall have access, at all times, to the construction site for the purpose of construction observation.
8. **INDEMNITY:** 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.

GASTON COUNTY

BY: Tom Keigher
Tom Keigher, Chairman

ATTEST:

Donna S. Buff, County Clerk

APPROVED AS TO FORM:

Jonathan L. Sink, County Attorney

STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, _____, a Notary Public of the aforesaid County and State, do hereby certify that Donna S. Buff personally appeared before me this day and acknowledged that she is the Clerk to the Board of the Gaston County Board of Commissioners and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by its Chairman, sealed with its corporate seal and attested by her as its Clerk.

WITNESS my hand and Notarial Seal, this the ____ day of _____, 2021.

Notary Public

My Commission Expires: _____

CITY OF GASTONIA

By: _____
Walker E. Reid, III, Mayor

ATTEST:

Suzanne J. Gibbs, City Clerk

APPROVED AS TO FORM:

L. Ashley Smith, City Attorney

STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, _____, a Notary Public of the aforesaid County and State, do hereby certify that Suzanne J. Gibbs personally appeared before me this day and acknowledged that she is the City Clerk of the City of Gastonia and that by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by her as its City Clerk.

WITNESS my hand and Notarial Seal, this the ____ day of _____, 2021.

Notary Public

My Commission Expires: _____

EXHIBIT "A"

Center City Crossings Combined City Expenses - Expenditures as of 6/30/21 and Estimates to Completion				
		Encumbered	Spent	Total
	Stockwithdrawals from City Warehouse		\$ 17,737.71	\$ 17,737.71
Utility Upgrades (Sewer)	RNF Construction, LLC		\$ 139,053.08	\$ 139,053.08
Automatic Source Transfer Switchgear	RW Chapman		\$ 128,267.00	\$ 128,267.00
Conductors, connectors and terminators	Wesco	\$ 410.60	\$ 244,831.00	\$ 245,241.60
Concrete and Fiberglass products	Border States	\$ 2,269.00	\$ 27,151.00	\$ 29,420.00
Conference Center Alley				
Electric Relocation Design	Southeastern Consulting	\$ 9,602.78	\$ 25,397.22	\$ 35,000.00
Conduit, couplings, elbows	Capital Electric		\$ 10,548.00	\$ 10,548.00
Electric Relocation Bore	Huss Borings		\$ 17,058.60	\$ 17,058.60
Professional Services for the Conference Center Parking Deck Expansion	Kuester Development	\$60,000** Not included in total	\$ 36,000.00	\$ 36,000.00
Preliminary Design/Build Services for the Conference Center Parking Deck	EMJ Corporation		\$ 180,637.00	\$ 180,637.00
		\$ 72,282.38	\$ 826,680.61	\$ 838,962.99
*Future Costs		Estimate/Quote		
Construction Inspection/Switchgear Testing	Southeastern Consulting	\$ 24,480.00		\$ 24,480.00
*Relo for Spectrum	**\$0 IF Kuester signs agreement			\$ -
*Relo for AT&T	Estimate - Must use alley btwn deck and apt for estimate to be good and have 2' utility easement - Estimate good thru March 2022 - Can get hard quote if we pay \$7,050 design fees	\$ 207,050.00		\$ 207,050.00
*Relo for Gas	Dominion Hard Quote - Good thru Nov 2021	\$ 112,279.49		\$ 112,279.49
Structural Survey of Parking Deck Foundations during Apartment Pier Installation	ECS (On-Call)	\$ 12,000.00		\$ 12,000.00
Trash Compactor	Quote + 15% increase due to material price increases since quote	\$ 30,281.20		\$ 30,281.20
Compactor Enclosure	Estimate - EMJ - Original estimate \$239,121.00 - Increased 10% per David @EMJ and add \$10k for electric	\$ 273,033.00		\$ 273,033.00
Cardboard Compactor	Quote + 15% increase due to material price increases since quote	\$ 27,703.05		\$ 27,703.05
Parking Deck Expansion	Estimate - EMJ - Original quote \$4,730,853.00 - Increased 67% for cost of building materials and difficulty of construction due to removal of surface parking lot where apartments will be	\$ 7,900,524.51		\$ 7,900,524.51
Parking Deck Expansion Re-Design	Estimate - Increased 10% from original - DOES NOT INCLUDE Professional Services by Kuester	\$ 198,700.70		\$ 198,700.70
Resurfacing and striping of parking lots (Center City block, Conference Center and FUMC lots used for lay down)	Estimate - Includes milling and overlay (accounts for approximately half of total cost estimate)	\$ 238,000.00		\$ 238,000.00
				\$ 9,863,014.94