



Gaston County

Board of Commissioners

COURTHOUSE
325 Dr. Martin Luther King Jr. Way
Gastonia, NC

Chairman Tracy L. Philbeck

Vice-Chairman Chad Brown

Jack B. Brown

Allen R. Fraley

Bob Hovis

Tom Keigher

Ronnie Worley

Tuesday, June 25, 2019

Meeting Agenda

Regular Meeting

6:00 p.m.

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

I. PROCLAMATIONS, COMMENDATIONS, AWARDS, CERTIFICATES

- A.** Commissioner Worley - BOC - Commendation - To Recognize the Mount Holly Truck Manufacturing Plant of Daimler Trucks North America, LLC Upon its 40th Anniversary in Gaston County
- B.** Commissioner Worley - BOC - Commendation - To Commemorate the Centennial Celebration of the Mayworth School Upon its 100th Anniversary

MOTION TO OPEN PUBLIC HEARINGS

II. ZONING PUBLIC HEARINGS (Held Jointly with Planning Board Members)

- A.** Public Hearing - Zoning Map Change: Z19-07 Ann Marie Wells (Applicant); Property Parcel: 143010, Located at 120 Sandy Creek Dr., Gastonia, NC, Rezone from the (R-2) Single Family Moderate Zoning District with (US) Urban Standards Overlay to the (C-3) General Commercial Zoning District with (US) Urban Standards Overlay
 - 1. Receive Citizen Comment
 - 2. Resolution to be addressed under Non-Consent (Zoning Matters)
- B.** Public Hearing - Zoning Map Change: Z19-08 Clayton Homes (Applicant); Property Parcel: 207067, Located at 812 Dallas Spencer Mtn. Rd., Dallas, NC, Rezone from the (R-1) Single Family Limited Zoning District with (US) Urban Standards Overlay to the (R-2) Single Family Moderate Zoning District with (US) Urban Standards Overlay
 - 1. Receive Citizen Comment
 - 2. Resolution to be addressed under Non-Consent (Zoning Matters)
- C.** Public Hearing - Zoning Text Amendment: (ZTA19-03) Gaston County Planning Board (Applicant); To Consider Proposed Text Amendments to the Unified Development Ordinance (UDO): Chapter 9 (General Provisions): Section 9.3; Chapter 5 (Permit and Modification Procedures): Section 5.11.2(C)(5); Chapter 2 (Definitions): Table 2.7-1
 - 1. Receive Citizen Comment
 - 2. Resolution to be addressed under Non-Consent (Zoning Matters)

- D.** Public Hearing - Parallel Conditional Use Permit (PCUP): PCUP19-05, Jeff Smith (Applicant); Property Parcel: 194355 (part of), Located at 2810 Rufus Ratchford Rd., Gastonia, NC, Request for a PCUP Zoning District from the (R-1) Single Family Limited Zoning District with (SV) Scenic View and (US) Urban Standards Overlays to the (CU/C-3) Conditional Use / General Commercial Zoning District with (SV) Scenic View and (US) Urban Standards Overlays (PCUP), in order to allow Contractor's Office/Equipment Storage Yard
1. Receive Citizen Comment
 2. Resolution to be addressed under Non-Consent (Zoning Matters)

(PLANNING BOARD IS EXCUSED TO FIRST APPEARANCE COURTROOM, ROOM 2029 FOR DELIBERATIONS)

III. PUBLIC HEARINGS (Commissioners Only)

- A.** Public Hearing - Re: Commissioner Worley - Budget/Purchasing - To Authorize the Preparation and Submission of a Community Development Block Grant-Neighborhood Revitalization (CDBG-NR) Application to the NC Department of Commerce for up to \$750,000 for the Purpose of Rehabilitating 15 Owner-Occupied Homes and to Make Appointments to an Ad Hoc Community Development Block Grant Neighborhood Revitalization Housing Selection Committee as a Part of the Requirements for the Community Development Block Grant Application Process (Contingent upon Grant Approval).....7-10
1. Receive Citizen Comment
 2. Accept Motion to Approve
- B.** Public Hearing - RE: City of Bessemer City - Bessemer City Planning Board/Board of Adjustments ETJ.....11-12
1. Receive Citizen Comment
 2. Accept Motion for Appointment
- C.** Public Hearing - City of Cherryville - 1) Cherryville Planning Board ETJ; 2) Cherryville Board of Adjustment ETJ.....13-14
1. Receive Citizen Comment
 2. Accept Motion for Appointments

MOTION TO CLOSE PUBLIC HEARINGS

IV. BUSINESS AGENDA

A. AGENDA REVISION/APPROVAL

B. APPROVAL OF MINUTES

1. To Approve the Minutes of:
 - Regular Meeting of May 28, 2019
 - Special Meeting of June 10, 2019
 - Closed Session of June 10, 2019 NCGS 143-318.11(a)(6)
 - Special Meeting of June 11, 2019
 - Special Meeting of June 14, 2019
 - Closed Session of June 14, 2019 NCGS 143-318.11(a)(1)
 - Special Meeting of June 20, 2019

V. CITIZEN RECOGNITION (Sign up Prior to Meeting; Speakers Have Five Minutes to Speak on Issue of Choice.)**VI. CONSENT AGENDA**

- A. Commissioner Philbeck - BOC - To Approve the Appointment of Gaston County Tax Director, Assessor and Collector.....15-16
- B. Commissioner Philbeck - BOC - To Revise the Gaston County Board of Commissioners' Regular Meeting Schedule for July, 2019 to Cancel the July 9, 2019 BOC Work Session.....17-18
- C. Commissioner Fraley - BOC - Approval of a Resolution to Endorse an Application to the U.S. Department of Transportation's 2019 Better Utilizing Investments to Leverage Development (BUILD) Transportation Discretionary Grants Program for the Lineberger Connector Project.....19-21
- D. Commissioner Worley - BOC - Commendation - To Recognize the Mount Holly Truck Manufacturing Plant of Daimler Trucks North America, LLC Upon its 40th Anniversary in Gaston County.....22-23
- E. Commissioner Worley - BOC - Commendation - To Commemorate the Centennial Celebration of the Mayworth School Upon its 100th Anniversary.....24-25
- F. Commissioner Worley - Budget/Purchasing - To Accept and Appropriate an Award Amount of \$100,000 for the 2019 NC Housing Finance Agency Urgent Repair Program and to Adopt Required Policies (the 2019 Procurement and Disbursement Policy and the 2019 Assistance Policy) That Must Accompany the Post-Approval Documentation (PAD) (No Additional County Funds).....26-38
- G. Commissioner Keigher - Cooperative Extension - To Accept and Appropriate \$12,662 in Extension Fees and Donations (Registration - \$9,601; Donations - \$3,061).....39-40
- H. Commissioner Philbeck - County Attorney - To Approve a Town of Dallas Water Easement Over Dallas Park for the Installation of Water Lines.....41-45
- I. Commissioner Philbeck - County Manager - To Accept Departmental Budget Change Requests as Information.....46-49

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- J.** Commissioner Chad Brown - DHHS (ACCESS Division) - Approval of the Gaston County ACCESS Transportation-Specific Procurement Policy (No Funding Impacted Herein).....50-82
- K.** Commissioner Chad Brown - DHHS (Social Services Division) - Approval of FY 2019-2020 Home and Community Care Block Grant (HCCBG) Funding Plan (No Funding Appropriated Herein).....83-85
- L.** Commissioner Chad Brown - DHHS (Social Services Division) - To Accept and Appropriate Third Quarter Donations for Various Programs within Social Services in the Amount of \$10,115 (100% Donations).....86-88
- M.** Commissioner Chad Brown - Emergency Management - To Accept and Appropriate NC Tier II Noncompetitive Grant FY2019 for LEPC Support in the Amount of \$1,000.....89-97
- N.** Commissioner Chad Brown - Emergency Management - To Accept and Appropriate a NC Tier II Competitive Grant FY2019, in the Amount of \$10,000, for Preparedness, Training and Exercises Conducted by Emergency Management.....98-104
- O.** Commissioner Keigher - Finance - Appropriation of Accumulated Investment Earnings from May 1, 2018 Through April 30, 2019 (\$833,197).....105-107
- P.** Commissioner Worley - Finance - To Accept as Information the Attached Property Tax Refunds Less than \$100. These Tax Refunds Should Be Recorded in the Board's Minutes. (Real Property Tax Refunds- \$3,193.12; HB20 Refunds - \$877.02; Gap Refunds -\$90.67; NCVTS Refunds - \$3,552.99; Vehicle Refunds - \$4,520.68).....108-110
- Q.** Commissioner Worley - Library - To Accept and Appropriate \$15,580 from the Jean Marie Torrence Grant for the Library.....111-112
- R.** Commissioner Worley - Library - To Accept and Appropriate a \$10,000 Gift from the Pearl Dixon Balthis Foundation to the Gaston County Public Library (100% Donation).....113-114
- S.** Commissioner Chad Brown - Police Department - To Approve Interlocal Agreement Providing for Telecommunications Dispatch and Public Safety Computer Support for the Town of Cramerton (No Additional County Funds).....115-133
- T.** Commissioner Philbeck - Public Works - To Accept a Grant from the North Carolina Department of Environmental Quality (DEQ) for a County Wide Educational Initiative to Increase and Enhance Best Practices for Recycling in Gaston County and Partnering Municipalities and Appropriate the Required Local Match Necessary to Complete the Project (State Grant - \$24,000; Local Match - \$6,000).....134-135
- U.** Commissioner Fraley - Public Works - To Declare the Attached Vehicles Surplus, Approve the Sale of Said Vehicles to the Highest Bidder on GovDeals.com and Authorize Staff to Prepare the Necessary Documents in Accordance with North Carolina General Statue 160A-266 (No Additional County Funds).....136-138
- V.** Commissioner Fraley - Tax Collections - Pursuant to G.S. 105-381, the Tax Collector Requests that the May Tax Refunds be Made. (Real Estate - \$17,006.13; Vehicles and ETC - \$2,414.11; VTS Refunds - \$7,893.14; Grand Total - \$27,313.38).....139-142
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- W.** Commissioner Jack Brown - Travel & Tourism - To Accept and Appropriate \$30,000 from Atrium Health for the Third Annual Payment for the Zagster Bike Share Program.....143-144

VII. ZONING MATTERS FROM PUBLIC HEARINGS (NON-CONSENT)

- A.** Commissioner Keigher - Planning & Development Services - Zoning Map Change: Z19-07 Ann Marie Wells (Applicant); Property Parcel: 143010, Located at 120 Sandy Creek Dr., Gastonia, NC, Rezone from the (R-2) Single Family Moderate Zoning District with (US) Urban Standards Overlay to the (C-3) General Commercial Zoning District with (US) Urban Standards Overlay.....145-148
- B.** Commissioner Philbeck - Planning & Development Services - Zoning Map Change: Z19-08 Clayton Homes (Applicant); Property Parcel: 207067, Located at 812 Dallas Spencer Mtn. Rd., Dallas, NC, Rezone from the (R-1) Single Family Limited Zoning District with (US) Urban Standards Overlay to the (R-2) Single Family Moderate Zoning District with (US) Urban Standards Overlay.....149-152
- C.** Commissioner Chad Brown - Planning & Development Services - Zoning Text Amendment: ZTA19-03 Gaston County Planning Board (Applicant); To Consider Proposed Text Amendments to the Unified Development Ordinance (UDO): Chapter 9 (General Provisions): Section 9.3; Chapter 5 (Permit and Modification Procedures): Section 5.11.2(C)(5); Chapter 2 (Definitions): Table 2.7-1.....153-161
- D.** Commissioner Worley - Planning & Development Services - Parallel Conditional Use Permit (PCUP): PCUP19-05, Jeff Smith (Applicant); Property Parcel: 194355 (part of), Located at 2810 Rufus Ratchford Rd., Gastonia, NC, Request for a PCUP Zoning District from the (R-1) Single Family Limited Zoning District with (SV) Scenic View and (US) Urban Standards Overlays to the (CU/C-3) Conditional Use / General Commercial Zoning District with (SV) Scenic View and (US) Urban Standards Overlays (PCUP), in order to allow Contractor's Office/Equipment Storage Yard.....162-168

VIII. ITEMS PULLED FROM CONSENT AGENDA

IX. ITEMS ADDED BY MAJORITY VOTE FOR DISCUSSION ONLY

X. APPOINTMENTS

- A.** Appointment List - Current Expiring Terms/Vacant Positions.....169-173
- B.** Commissioner Philbeck - BOC - To Designate a 2019 NACo Annual Conference Voting Delegate and Alternate.....174-175

XI. REPORTS

A. Commissioners Committee Reports

B. County Manager's Report

C. County Attorney's Report

1. Closed Session Pursuant to NCGS 143-318.11(a)(3) - Consult with the Attorney

XII. OTHER MATTERS

XIII. ADJOURNMENT



Gaston County

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Budget and Purchasing Board Action

File #: 19-244

Public Hearing - Re: Commissioner Worley - Budget/Purchasing - To Authorize the Preparation and Submission of a Community Development Block Grant-Neighborhood Revitalization (CDBG-NR) Application to the NC Department of Commerce for up to \$750,000 for the Purpose of Rehabilitating 15 Owner-Occupied Homes and to Make Appointments to an Ad Hoc Community Development Block Grant Neighborhood Revitalization Housing Selection Committee as a Part of the Requirements for the Community Development Block Grant Application Process (Contingent upon Grant Approval)

1. Receive Citizen Comment
2. Accept Motion to Approve

STAFF CONTACT

Pat Laws - Budget and Purchasing - 704- 866-3771

BUDGET IMPACT

No County funds.

BUDGET ORDINANCE IMPACT

N/A

BACKGROUND

NC Neighborhood Revitalization Program Public Hearings:

A public hearing was held on May 28, 2019 to receive citizen input relating to the housing, community and economic development needs of low and moderate income individuals residing in Gaston County and the proposed application to the NC Department of Commerce for a 2019 Community Development Block Grant under the NC Neighborhood Revitalization Program.

A second public hearing will be held on June 25, 2019. The County is specifically planning to apply for a Neighborhood Revitalization Program Community Development Block Grant under the NC Department of Commerce in the amount of \$750,000 to rehabilitate approximately 15 qualifying homes scattered across the county.

Citizens are invited to provide oral and written comment on the County's past and proposed use of CDBG funds at the public hearing.

The **North Carolina Neighborhood Revitalization Program (NC Neighborhood)** offers a non-entitlement county the opportunity to tailor a project to meet the community development needs specific and most critical to their locality for low- and moderate-income residents.

North Carolina received approximately \$47.9 million in CDBG funds for 2018. Of this amount, approximately \$10.0 million will be made available for the NC **Neighborhood Program**. The state makes these funds available through awarding grants to non-entitlement governments throughout North Carolina.

Ad Hoc CDBG-NR Housing Selection Committee

A local unit of government applying for a CDBG-NR grant must organize a Housing Selection Committee and ensure that

the committee is formed and administered appropriately.

The CDBG-NR Housing Selection Committee (hereinafter, referred to as the "Committee") members serve a term beginning upon award of the grant and extending through the 30-month grant implementation period.

The Committee is responsible for determining, developing and implementing a process for selecting houses to be rehabilitated with grant funds. The Committee must hold meetings and maintain meeting minutes as part of the selection process. Meeting minutes must be adopted and maintained as part of the beneficiary selection process.

The Committee is charged with assessing the current and future Scattered Site Housing Program recipients based on the rated and ranked list of applicants that is prepared on behalf of the project to ensure that the County assists citizens based on needs. The Committee serves as an advisory body to Gaston County on all matters related to the County's selection process for the CDBG (NR)-Scattered Site Housing Program. The Committee members consist of Gaston County representatives, representatives from local jurisdictions within Gaston County, and representatives from organizations that currently assist low and moderate income persons within the County.

Citizens who have agreed to serve on the Committee are the following:

Name	Municipality	Title/Position
Jeff Hawkins	Cherryville	Zoning Administrator
Tiffany Faro	Dallas	Development Services Director
Melissa Lockamy	Belmont	Community Planner
Vincent Wong	Gastonia	Director of Community Services
Josh Watkins	Cramerton	Planning Director
Mikel Graham	Bessemer City	Intern
Brian DuPont	Mount Holly	Assistant Planning Director

This board action hereby establishes the Community Development Block Grant Neighborhood Revitalization Housing Selection Committee and approves the appointment of the above members. The Clerk to the Board is authorized to make the necessary revisions to the County appointment records (contingent upon grant approval).

POLICY IMPACT

N/A

ATTACHMENTS

Resolution



RESOLUTION TITLE: TO AUTHORIZE THE PREPARATION AND SUBMISSION OF A COMMUNITY DEVELOPMENT BLOCK GRANT - NEIGHBORHOOD REVITALIZATION (CDBG-NR) APPLICATION TO THE NC DEPARTMENT OF COMMERCE FOR UP TO \$750,000 FOR THE PURPOSE OF REHABILITATING 15 OWNER-OCCUPIED HOMES AND TO MAKE APPOINTMENTS TO AN AD HOC COMMUNITY DEVELOPMENT BLOCK GRANT NEIGHBORHOOD REVITALIZATION HOUSING SELECTION COMMITTEE AS A PART OF THE REQUIREMENTS FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION PROCESS (CONTINGENT UPON GRANT APPROVAL)

WHEREAS, the Gaston County Board of Commissioners have previously indicated its desire to assist in community development efforts for housing within the County; and,

WHEREAS, the Board of Commissioners held two public hearings concerning the proposed application for Community Development Block Grant funding to benefit Gaston County Community Development Scattered Site Housing Project; and,

WHEREAS, the first Public Hearing was held on May 28, 2019 to receive public comments; the second Public Hearing was held on June 25, 2019; and,

WHEREAS, the Board of Commissioners wishes the County to pursue a formal application for Community Development Block Grant funding to benefit the Gaston County Community Development Scattered Site Housing Project; and,

WHEREAS, the Board of Commissioners certifies it will meet all federal regulatory and statutory requirements of the State of North Carolina Community Development Block Grant Program; and,

WHEREAS, a local unit of government applying for a CDBG-NR Grant must organize a Housing Selection Committee and ensure that the Committee is formed and administered appropriately. The CDBG-NR Housing Selection Committee (members serve a term beginning upon award of the Grant and extending through the 30-month Grant implementation period); and,

WHEREAS, the Committee is responsible for determining, developing and implementing a process for selecting houses to be rehabilitated with grant funds. The Committee must hold meetings and maintain meeting minutes as part of the selection process. Meeting minutes must be adopted and maintained as part of the beneficiary selection process; and,

DO NOT TYPE BELOW THIS LINE

To Authorize the Preparation and Submission of a Community Development Block Grant - Neighborhood Revitalization (CDBG-NR) Application to the NC Department of Commerce for up to \$750,000 for the Purpose of Rehabilitating 15 Owner-Occupied Homes and to Make Appointments to an Ad Hoc Community Development Block Grant Neighborhood Revitalization Housing Selection Committee as a Part of the Requirements for the Community Development Block Grant Application Process (Contingent Upon Grant Approval)

Page 2

WHEREAS, the Committee is charged with assessing the current and future Scattered Site Housing Program recipients based on the rated and ranked list of applicants that is prepared on behalf of the project to ensure that the County assists citizens based on needs. The Committee serves as an advisory body to Gaston County on all matters related to the County's selection process for the CDBG-NR - Scattered Site Housing Program. The Committee members consist of Gaston County representatives, representatives from local jurisdictions within Gaston County, and representatives from organizations that currently assist low and moderate income persons within the County.

NOW, THEREFORE, BE IT RESOLVED by the Gaston County Board of Commissioners that the County is authorized to submit a formal application to the North Carolina Department of Commerce for approval of a Community Development Block Grant for the North Carolina Neighborhood Program to benefit the Gaston County Community Development Scattered Site Housing Project.

BE IT FURTHER RESOLVED that the Gaston County Board of Commissioners hereby establishes the Community Development Block Grant Neighborhood Revitalization Housing Selection Committee (contingent upon grant approval), authorizes the Clerk to the Board to make the necessary revisions to the County Appointment Records and approves the appointment of the following members, namely:

Name	Municipality	Title/Position
Jeff Hawkins	Cherryville	Zoning Administrator
Tiffany Faro	Dallas	Development Services Director
Melissa Lockamy	Belmont	Community Planner
Vincent Wong	Gastonia	Director of Community Services
Josh Watkins	Cramerton	Planning Director
Mikel Graham	Bessemer City	Intern
Brian DuPont	Mount Holly	Assistant Planning Director

Adopted this the 25th day of June, 2019 in Gaston County, North Carolina.

Chairman, Gaston County Board of Commissioners

ATTEST:

Clerk to the Board



Gaston County

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Board of Commissioners
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Board of Commissioners Board Action

File #: 19-183

Public Hearing - RE: City of Bessemer City - Bessemer City Planning Board/Board of Adjustments ETJ

1. Receive Citizen Comment
2. Accept Motion for Appointment

STAFF CONTACT

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

BACKGROUND

The Bessemer City Council recommends the reappointment of

Ms. Charlene Hill
146 Davis Plantation Rd.
Bessemer City, NC 28016

as the ETJ Member to the Bessemer City Planning Board/Board of Adjustment. One position available.

ATTACHMENTS

Letter of Recommendation - Bessemer City ETJ

From: Hydeia Hayes [mailto:hhayes@BessemerCity.com]
Sent: Monday, June 17, 2019 3:02 PM
To: Donna Buff
Subject: {External} RE: City of Bessemer City - Charlene Hill

Mrs. Donna,

Yes Council did vote to approve Ms. Hill for another three year term. We mailed her a notice last week.

Hydeia Y. Hayes, MPA
City Clerk
Public Relations & Communications
132 West Virginia Avenue
Bessemer City, NC 28016
(704) 729-6509
hhayes@bessemercity.com



Email correspondence to and from this address may be subject to the North Carolina Public Records Law and may be disclosed to third parties.

From: Donna Buff <Donna.Buff@gastongov.com>
Sent: Monday, June 17, 2019 2:53 PM
To: Hydeia Hayes <hhayes@BessemerCity.com>
Subject: RE: City of Bessemer City - Charlene Hill

Hello Hydeia,

Did your Council take action on this last Monday?

Donna S. Buff, NCCCC
Gaston County Clerk to the Board

PUBLIC RECORDS NOTICE: Please note that emails sent to and from this address are subject to the North Carolina Public Records Act and, subject to certain statutory exceptions, may be disclosed to third parties.



Gaston County

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Board of Commissioners Board Action

File #: 19-238

Public Hearing - City of Cherryville - 1) Cherryville Planning Board ETJ; 2) Cherryville Board of Adjustment ETJ

1. Receive Citizen Comment
2. Accept Motion for Appointments

STAFF CONTACT

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

BACKGROUND

1) The Cherryville City Council recommends the appointment/reappointment of

Mr. Mark E. Mauney
3408 Tryon Courthouse Rd.
Cherryville, NC 28021

Mr. Larry Gunnell
PO Box 104
Cherryville, NC 28021

Mr. Patrick Kelly
865 Old Post Rd.
Cherryville, NC 28021

as the ETJ Members to the Cherryville Planning Board. Three positions available.

2) The Cherryville City Council recommends the appointment/reappointment of

Mr. Mark E. Mauney
3408 Tryon Courthouse Rd.
Cherryville, NC 28021

Mr. Larry Gunnell
PO Box 104
Cherryville, NC 28021

Mr. Patrick Kelly
865 Old Post Rd.
Cherryville, NC 28021

as the ETJ Members to the Cherryville Board of Adjustments. Three positions available.

ATTACHMENTS

Letter of Recommendation - Cherryville ETJ



CITY OF CHERRYVILLE

PLANNING, ZONING & CODE ENFORCEMENT OFFICE

Date: May 29th, 2019

To: Honorable Clerk to the Board of Gaston County Commissioners

From: Jeff Hawkins, Planning, Zoning & Code Enforcement Officer

Reference: Consideration of re-appointment of three ETJ members to the Cherryville Planning Board and Board of Adjustment

Three current ETJ members are supposed to rotate off on June 30th, 2019. All three are willing to stay on. Cherryville City Council recommended last evening that ALL three be considered by Gaston County to be re-appointed to serve as the ETJ members on the Cherryville Planning Board and Board of Adjustment. Their terms (if appointed) will start on July 1st, 2019 and will end on June 30th, 2022. Thank you for your time and consideration.

The three members are:

- (1) Mr. Patrick Kelly**
865 Old Post Road
Cherryville, NC 28021
Cell# 704-860-3622
- (2) Mr. Larry Gunnell**
P.O. Box 104 (Highway 150)
Cherryville, NC 28021
Cell# 704-477-6691
- (3) Mr. Mark Mauney**
P.O. Box 97 (Tryon-Courthouse Rd.)
Cherryville, NC 28021
Cell# 704-616-3034

Mission Statement: Providing Exceptional Service to our community that inspires life to blossom



Gaston County

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Board of Commissioners Board Action

File #: 18-185

Commissioner Philbeck - BOC - To Approve the Appointment of Gaston County Tax Director, Assessor and Collector

STAFF CONTACT

Jimmy Tanner - Tax Director - 704-810-5840

BACKGROUND

N/A

ATTACHMENTS

Resolution



RESOLUTION TITLE: TO APPROVE THE APPOINTMENT OF GASTON COUNTY TAX DIRECTOR, ASSESSOR, COLLECTOR PURSUANT TO G.S. §105-294 and 349

WHEREAS, North Carolina General Statute §105-294 authorizes a County to appoint the office of County Assessor and North Carolina General Statute §105-349 authorizes the County to appoint the office of Tax Collector; and,

WHEREAS, on July 26, 2012, via Resolution 2012-235, the Gaston County Board of Commissioners found it to be in the best interests of the County to combine the appointed positions of County Assessor and Tax Collector into one title to be known thereafter as the Tax Director; and,

WHEREAS, the Appointment of Tax Director is set to expire on June 30, 2019.

NOW, THEREFORE, BE IT RESOLVED by the Gaston County Board of Commissioners that:

1. The Gaston County Board of Commissioners hereby appoints Jimmy Tanner as Tax Director for a term ending on the 11th day of July, 2019.
2. The Gaston County Board of Commissioners hereby appoints David Turbyfill as Interim Tax Director for a term beginning on the 12th day of July, 2019 and expiring immediately upon the appointment of a permanent Tax Director.

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:



Gaston County

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Board of Commissioners

Board Action

File #: 19-255

Commissioner Philbeck - BOC - To Revise the Gaston County Board of Commissioners' Regular Meeting Schedule for July, 2019 to Cancel the July 9, 2019 BOC Work Session

STAFF CONTACT

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

BACKGROUND

The Board hereby cancels the July 9, 2019 BOC Work Session

ATTACHMENTS

Resolution



RESOLUTION TITLE: TO REVISE THE GASTON COUNTY BOARD OF COMMISSIONERS' (BOC) REGULAR MEETING SCHEDULE FOR JULY, 2019 TO CANCEL THE JULY 9, 2019 BOC WORK SESSION

NOW, THEREFORE, BE IT RESOLVED that the Gaston County Board of Commissioners hereby cancels its July 9, 2019 BOC Work Session.

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:



Gaston County

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Board of Commissioners
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Board of Commissioners

Board Action

File #: 19-261

Commissioner Fraley - BOC - Approval of a Resolution to Endorse an Application to the U.S. Department of Transportation's 2019 Better Utilizing Investments to Leverage Development (BUILD) Transportation Discretionary Grants Program for the Lineberger Connector Project

STAFF CONTACT

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

BUDGET IMPACT

N/A

BUDGET ORDINANCE IMPACT

N/A

BACKGROUND

The Cities of Gastonia and Lowell seek to apply for grant funding for the construction of the Lineberger Connector Project. The Board of Commissioners declares its endorsement of the project.

POLICY IMPACT

N/A

ATTACHMENTS

Resolution



RESOLUTION TITLE: RESOLUTION TO ENDORSE APPLICATION TO U.S. DEPARTMENT OF TRANSPORTATION'S 2019 BETTER UTILIZING INVESTMENTS TO LEVERAGE DEVELOPMENT (BUILD) TRANSPORTATION DISCRETIONARY GRANTS PROGRAM FOR LINEBERGER CONNECTOR PROJECT

WHEREAS, the U.S. Department of Transportation's ("USDOT") Better Utilizing Investments to Leverage Development Transportation Discretionary Grants Program ("BUILD") provides funding for capital investments in surface transportation infrastructure; and,

WHEREAS, the Lineberger Connector Project was identified as a regional project in the Franklin Boulevard Corridor Access and Alternative Development Mobility Strategy, completed in August 2016 by the City of Gastonia and the City of Lowell; and,

WHEREAS, the Cities of Gastonia and Lowell, in partnership with Gaston County, seek to apply for grant funding to construct the Lineberger Connector Project, which will extend Lineberger Road north of I-85 to connect to NC Highway 7, and provide direct access to more than 450 acres of property that is ripe for local and regional development; and,

WHEREAS, this is the first phase of implementing a broader plan to provide connectivity from Franklin Boulevard north to I-85 through new collector/distributor roads between Exit 21 and Exit 22; and,

WHEREAS, traffic in the area surrounding the project is experiencing significant congestion and delay, with many intersections performing at a Level of Service F during peak periods; and,

WHEREAS, this proposed project presents a unique opportunity to provide accessibility to an area that could produce significant economic development and job creation along Interstate 85; and,

WHEREAS, the area in which the Lineberger Connector Project is located has been recommended by the NC Department of Commerce to be certified as an Opportunity Zone, which could bring a much-needed infusion of investment dollars for economic development into the most distressed rural and urban areas of our state; and,

WHEREAS, the Franklin Boulevard Corridor Access and Alternative Development Mobility Strategy showed that the Lineberger Connector Project would improve congestion and delay in the study area and accommodate new development; and,

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GASTON COUNTY BOARD OF COMMISSIONERS
RESOLUTION TO ENDORSE APPLICATION TO USDOT "BUILD" GRANT FOR LINEBERGER
CONNECTOR PROJECT
Page 2

WHEREAS, the project will exemplify a strong public-private partnership involving multiple partners in both the public and private sectors, including collaboration among neighboring jurisdictions to achieve both local and regional benefits.

NOW, THEREFORE, BE IT RESOLVED that the Gaston County Board of Commissioners hereby declares its endorsement of the Lineberger Connector Project, and urges USDOT to fund the grant application.

Adopted this 25th day of June, 2019.

GASTON COUNTY

Tracy L. Philbeck
Chairman of the Board

ATTEST:

Donna S. Buff
Clerk to the Board of Commissioners



Gaston County

Gaston County
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Commissioners

Board Action

File #: 19-242

Commissioner Worley - BOC - Commendation - To Recognize the Mount Holly Truck Manufacturing Plant of Daimler Trucks North America, LLC Upon its 40th Anniversary in Gaston County

STAFF CONTACT

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

BACKGROUND

ATTACHMENTS

Commendation



WHEREAS, Daimler Trucks North America, LLC, headquartered in Portland, Oregon, is the leading heavy-duty truck manufacturer in North America. Daimler Trucks North America produces and markets commercial vehicles under the Freightliner, Western Star and Thomas Built Buses nameplates. Daimler Trucks North America is a Daimler company, the world's leading commercial vehicle manufacturer; and,

WHEREAS, this year, the Mount Holly Truck Manufacturing Plant (TMP) celebrates its 40th Anniversary; and,

WHEREAS, in 1979, Freightliner invested \$24 million in Mount Holly's Truck Manufacturing facility. The Mount Holly Truck Manufacturing Plant was originally designed to produce 35 trucks per day. Today TMP produces 126 trucks per day with its 1,500+ skilled employees; and,

WHEREAS, the Mount Holly Truck Manufacturing Plant produces the full line of Freightliner medium-duty Business Class® M2 / SD models as well as a cab for the Western Star units built at the Cleveland Truck Plant and cabs for Freightliner Custom Chassis Corporation in Gaffney, S.C. which become RV's and Shuttle buses; and,

WHEREAS, Mount Holly's Carolina-based employees embrace the American spirit of hard work, dedication, and community service supporting Daimler's commitment to creating and living a culture of excellence; and,

WHEREAS, Daimler's commitment to the community is evident in many of their contributions to Gaston County including their support for technical education programs at local high schools; and,

WHEREAS, Daimler continues to have a substantial impact on the local business environment and economy as a major employer and significant taxpayer for Gaston County, Mount Holly and Gastonia. Their productions also support many local and regional suppliers; and,

WHEREAS, in 2017, the Mount Holly Truck Manufacturing Plant was recognized at the highest level as an Environmental Steward by the state of North Carolina Department of Environmental Quality.

NOW, THEREFORE, BE IT RESOLVED that the Gaston County Board of Commissioners commends and congratulates

THE MOUNT HOLLY TRUCK MANUFACTURING PLANT OF DAIMLER TRUCKS NORTH AMERICA, LLC

upon its 40th Anniversary and expresses its sincere gratitude for Daimler's continued investment in Gaston County and for its many contributions to our community.

Tracy L. Philbeck, Chairman

Chad Brown, Vice-Chairman

Bob Hovis

Jack B. Brown

Tom Keigher

Allen R. Fraley

Ronald E. Worley



Gaston County

Gaston County
Board of Commissioners
www.gastongov.com

Commissioners

Board Action

File #: 19-267

Commissioner Worley - BOC - Commendation - To Commemorate the Centennial Celebration of the Mayworth School Upon its 100th Anniversary

STAFF CONTACT

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

BACKGROUND

ATTACHMENTS

Commendation



WHEREAS, the historic Mayworth School, also known as Cramerton School, celebrate its 100th Anniversary this year; and,

WHEREAS, Mayworth School, built in the Classical Revival style, was designed by Stuart W. Cramer to encourage development of an educational system for this area; and,

WHEREAS, the historic school site is located at 236 Eighth Ave. in Cramerton, North Carolina; and,

WHEREAS, based on research by the Cramerton Historical Society, the construction of the Mayworth School began in 1919 and was completed in 1920; and,

WHEREAS, the school housed first grade through the seventh grade with high school grades being added in 1922. The first high school class graduated in 1925; and,

WHEREAS, in 1923 the school's colors of purple and gold were chosen; and,

WHEREAS, in 1939 twelve additional rooms were added along with the completion of a gymnasium, cafeteria, and swimming pool to serve the increase of students; and,

WHEREAS, it was listed on the National Register of Historic Places in 2002.

NOW, THEREFORE, BE IT RESOLVED that the Gaston County Board of Commissioners recognizes this significant milestone and hereby commemorates the

Mayworth School Centennial Celebration

to be held on Saturday, June 29th. The Board further acknowledges and celebrates the impact of this historic landmark on our community and County's history.

Tracy L. Philbeck, Chairman

Chad Brown, Vice-Chairman

Bob Hovis

Jack B. Brown

Tom Keigher

Allen R. Fraley

Ronald E. Worley

To be Adopted the 25th Day of June 2019



Gaston County

Gaston County
Board of Commissioners
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Budget and Purchasing Board Action

File #: 19-243

Commissioner Worley - Budget/Purchasing - To Accept and Appropriate an Award Amount of \$100,000 for the 2019 NC Housing Finance Agency Urgent Repair Program and to Adopt Required Policies (the 2019 Procurement and Disbursement Policy and the 2019 Assistance Policy) That Must Accompany the Post-Approval Documentation (PAD) ***(No Additional County Funds)***

STAFF CONTACT

Pat Laws - Grants Administrator - 704-866-3771

BUDGET IMPACT

No additional County funds.

BUDGET ORDINANCE IMPACT

N/A

BACKGROUND

Gaston County has been awarded \$100,000 by the NC Housing Finance Agency (NCHFA) under the 2019 cycle of the Urgent Repair Program. This program provides funds to assist very low and low income households with special needs in addressing housing conditions which pose imminent threats to life and/or safety or to provide accessibility modifications and other repairs necessary to prevent displacement of very low and low income homeowners with special needs such as frail elderly and persons with disabilities. A total of 10 households will be assisted.

POLICY IMPACT

NA

ATTACHMENTS

Budget Change Request, 2019 Procurement and Disbursement Policy & 2019 Assistance Policy

GASTON COUNTY BUDGET CHANGE REQUEST

TO: Earl Mathers COUNTY MANAGER

FROM: 4935 Budget/Purchasing

Dept. # Department Name

Matt Rhoten 6/6/2019

Department Director's Name 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

ACCOUNT DESCRIPTION (As it appears in the budget)	ACCOUNT NUMBER	PROJECT xxxxxx	AMOUNT
	Fund - Function - Dept - Division - Object		Whole Dollars Only
	xxx - xx - xxxx - xxxx - xxxxx		(See Note Below)
2019 Urgent Repair Program Grant	010-07-4935-0000-560000-19579		\$100,000
2019 Urgent Repair Program Grant	010-07-4935-0000-420001-19579		(\$100,000)

JUSTIFICATION FOR REQUEST:

Gaston County has been awarded \$100,000 by the North Carolina Housing Finance Agency (NCHFA) under the 2019 cycle of the Urgent Repair Program. This program provides funds to assist very-low and low-income households with special needs in addressing housing conditions which pose imminent threats to life and/or safety or to provide accessibility modifications and other repairs necessary to prevent displacement of very-low and low-income homeowners with special needs such as frail elderly and persons with disabilities. No county funds.

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.

**Gaston County
2019
Procurement and Disbursement Policy
URGENT REPAIR PROGRAM**

PROCUREMENT POLICY

1. To the maximum extent practical, Gaston County (the County) promotes a fair, open and competitive procurement process as required under the North Carolina Housing Finance Agency's Urgent Repair Program (URP). Bids are invited from Contractors who are part of the County's approved contractor registry. (To be on the registry, a contractor must complete an application, have their recent work reviewed and approved by the Program Manager and submit proof of insurance.) Any contractor listed with and approved by the County and in good standing (i.e., no unresolved, past-performance issues) receives automatic approval status on the contractor registry.
2. At least three eligible contractors on the County's approved contractor registry will be invited to bid on each job and the lowest responsive and responsible bidder will be selected for the contract. "Responsive and responsible" means (a) the contractor is deemed able to complete the work in a timely fashion, (b) the bid is within 15% below or 20% above the County's cost estimate, and (c) there is no conflict of interest (real or apparent).
3. Although bid packages may be bundled for multiple job sites, the bids for multiple job sites will be considered separate and apart when awarded and will be awarded to the lowest responsive and responsible bidder(s) for each job site.
4. Bid packages will consist of an invitation to bid, work write up(s) and bid sheet(s) for each job.
5. Bids must include a cost-per-item breakdown with line item totals equaling the submitted bid price. Discrepancies must be reconciled prior to a contract being awarded.
6. Any change to the original scope of work must be reduced to writing in the form of a change order to be agreed upon and signed by all parties to the original contract and two representatives of the County. The change order must also detail any changes to the original contract price.
7. No work may begin prior to the following documents being awarded and fully executed: a loan between the County and the homeowner and a contract between the vendor and the County; additionally, a written order to proceed will be provided by the County to the contractor, with a copy to the homeowner, clearly stating the times available for construction activities. In addition, a pre-construction conference and "walk thru" shall be held at the work site prior to commencement of repair work.
8. The County reserves the right to reject any or all bids at any time during the procurement process.

9. In the event of a true emergency situation, the County reserves the right to waive normal procurement procedures in favor of more expedient methods, which may include seeking telephone quotes, faxed bids and the like. Should such methods ever become necessary the transaction will be fully documented. In the event phone bids are used, the County will call the first three responsive contractors on the approved contractor list who have indicated a desire to be on the telephone call list. The County will track who has been called and is responsive and will rotate through the list before starting through the rotation again.
10. All sealed bids will be opened publicly at a time and place to be announced in the bid invitation. All bidders are welcome to attend.
11. Gaston County is an equal opportunity employer, implements nondiscriminatory practices in its procurement/disbursement and will make special outreach efforts to include M/WBE (Minority/Women Business Enterprise) businesses within its contractor and subcontractor pool.

DISBURSEMENT POLICY

1. All repair work must be inspected by (a) the County's Program Manager and/or the Housing Rehab Specialist, and (b) the homeowner prior to any payments to contractors. Also, Code Enforcement Officers will inspect new work for compliance with the State Building Code as required by the guidelines of URP19. If all work is deemed satisfactory and all other factors and written agreements are in order, payment will be issued upon presentation of an original invoice from the contractor. Contractor should allow 21 business days for processing of the invoice for payment.
2. If any of the work is deemed unsatisfactory, it must be corrected prior to authorization of payment. If the contractor fails to correct the work to the satisfaction of the County's Program Manager, payment may be withheld until such time the work is satisfactory. (Contractors may follow the County's Urgent Repair Program Assistance Policy if a dispute occurs; however, contractors will abide by the final decision as stated in the policy).
3. The County assures, through this policy, that adequate funds will be available to pay the contractor for satisfactory work.
4. All contractors, sub-contractors and suppliers must sign a lien waiver prior to disbursement of funds.
5. At project closeout a certificate of final inspection will be done by the Program Manager indicating that work has been satisfactorily completed in accordance with the contract.

The Procurement and Disbursement Policies are adopted this the _____ day of _____ 20____.

Tracy L. Philbeck, Chairman
Gaston County Board of Commissioners

ATTEST:

Donna S. Buff, Clerk to the Board

NORTH CAROLINA
GASTON COUNTY

I, _____, a Notary Public of _____ County, North Carolina, certify that _____ personally appeared before me this day and acknowledged that she is Clerk of Gaston County, and that by authority duly given and as the act of said County, the foregoing instrument was signed in its name by its Chairman, sealed with its official seal, and attested by herself as its Clerk.

Witness my hand and notarial seal, this _____ day of _____, 2019.

Notary Public

(Notary Seal)

My commission expires: _____

CONTRACTORS STATEMENT:

I have read and understand the attached Procurement and Disbursement Policy.

BY: _____

COMPANY NAME: _____

WITNESS: _____

Gaston County
Assistance Policy
For the 2019 Cycle of the
Urgent Repair Program

What is the Urgent Repair Program? Gaston County has been awarded \$100,000 by the North Carolina Housing Finance Agency (“NCHFA”) under the 2019 cycle of the Urgent Repair Program (“URP19”). The funds provided by the NCHFA come from the North Carolina Housing Trust Fund. An additional \$1,000 in funds for construction costs will be provided by Gaston County to the 2019 Urgent Repair Program. This program provides funds to assist very-low and low-income households with special needs in addressing housing conditions which pose imminent threats to their life and/or safety or to provide accessibility modifications and other repairs necessary to prevent displacement of very-low and low-income homeowners with special needs such as frail elderly and persons with disabilities. A total of 10 households will be assisted under URP19 for Gaston County.

This Assistance Policy describes who is eligible to apply for assistance under URP19, how applications for assistance will be rated and ranked, what the form of assistance is and how the repair/modification process will be managed. Gaston County has tried to design this URP19 project to be fair, open, and consistent with the County’s approved application for funding and with NCHFA’s URP Program Guidelines.

Eligibility To be eligible for assistance under URP19 applicants

- 1) Must reside within Gaston County and own and occupy the home in need of repair.
- 2) Must have a household income which does not exceed 50% of the County median income for the household size (see income limits below)
- 3) Must have a special need (i.e. be elderly, ≥ 62 years old, handicapped or disabled, a veteran, a single parent with a dependent living at home, a large family with ≥ 5 household members or a household with a child below the age of six with an elevated blood lead level ($5\mu\text{g/dl}$ or higher).
- 4) Must have urgent repair needs, which cannot be met through other state or federally-funded housing assistance programs.

URP19 Income Limits* for Gaston County

Number in Household	30% of Median (very-low income)	50% of Median (low income)
1	\$15,600	\$25,950
2	\$17,800	\$29,650
3	\$20,050	\$33,350
4	\$22,250	\$37,050
5	\$24,050	\$40,050
6	\$25,850	\$43,000
7	\$27,600	\$45,950
8	\$29,400	\$48,950

*Income limits are subject to change based on annually published HUD HOME Limits and will be updated each year. This update will not require a re-approval of the governing authority.

Outreach Efforts of the Urgent Repair Program An article about the Urgent Repair Program will be published in the local newspaper(s), Senior Centers in Gaston, on the local cable government channel, and on the County website.

Selection of applicants

There are many more URP-eligible households (with eligible houses) than can be assisted with the available funds. Therefore, Gaston County has devised the following priority system to rank eligible applicants, determine which of them will be selected for assistance and in what order. Under this system applicants will receive points for falling into certain categories. Applications will be ranked according to which receive the most points. If alternate applicants are not identified on the original applicant list and must be solicited, the solicited, eligible, applicants will be selected on a first come, first to qualify, first served basis.

Priority Ranking System for Gaston County URP19

<i>Special Needs (for definitions, see below)</i>	<i>Points</i>
Never served by Gaston County ESFR or URP programs	5
Disabled, Elderly or Veteran Head of Household (62 or older)	4
Disabled, Elderly, or Veteran Household Member (not Head of Household)	3
Single-Parent Household (with one or more children in the home)	3
Large Family (5 or more permanent residents)	2
Elevated Blood Lead Level Child	2
<i>Income (See Income Table above)</i>	<i>Points</i>
Less than 30% of County Median Income	10
30% to 50% of County Median Income	5

****NOTE**** *If the household has more than one special need as outlined above then that applicant will receive the allotted points for all applicable categories (e.g. If a household has a elderly head of household member who is also a single parent and has more than 5 permanent residents, that applicant would receive 9 priority points.*

In the case of equivalent rankings based on the above criteria, the applicant with the lowest percentage of median income will rank highest.

Under NCHFA Program Guidelines, a minimum of 50% of households assisted must have incomes which are less than 30% of the area median income for the household size, and no household with an income exceeding 50% of the area median income will be eligible. This guideline will be adhered to strictly and will be the primary factor in the selection of those households to be assisted under URP19.

Recipients of assistance under the URP19 will be chosen by the above criteria without regard to race, color, religion, national origin, sex, familial status and disability.

The definitions of special needs' populations under URP19 are:

- *Never Served by Gaston County:* If your home has never received repairs through URP and/or ESFR programs, extra points will be added to your application.
- *Elderly:* An individual aged 62 or older.

- *Disabled:* A person who has a physical, mental or developmental disability that greatly limits one or more major life activities, has a record of such impairment, or is regarded as having such an impairment.
- *Large Family:* A large family household is composed of five or more individuals; at least four are immediate family members.
- *Head of Household:* The person or persons who own(s) the house.
- *Household Member:* Any individual who is an occupant (defined below) of the unit to be rehabilitated shall be considered a “household member” (the number of household members will be used to determine household size and all household members are subject to income verification).
- *Occupant:* An occupant is defined as any immediate family member (mother, father, spouse, son/daughter of the head of the household, regardless of the time of occupancy); or non-immediate family member who has resided in the dwelling at least 3 months prior to the submission of the family’s application.
- *Single-Parent Household:* A household in which one and only one adult resides with one or more dependent children.
- *Veteran:* A person who served in the active military, naval, or air service, and who was discharged or released therefrom under conditions other than dishonorable.
- *Child with elevated blood lead level:* a child below the age of six with an elevated blood lead level above 5 µg/.

Client Referral and Support Services Many homeowners assisted through the Urgent Repair Program may also need other services. When the Urgent Repair Program staff person meets the homeowner during the work write-up process, he will discuss additional resources in the County for which the homeowner may qualify and provide contact information for accessing those services.

What is the form of assistance under URP19? The Program will provide assistance to homeowners whose homes are selected for repair/modification in the form of a loan. Homeowners will receive an unsecured, deferred, interest-free loan, forgiven at a rate of \$2,000 per year, until the principal balance is reduced to zero.

What is the amount of the loan? The amount of the loan will depend on the scope of work necessary to address the identified imminent threats to life and/or safety, and that will be determined by the Program Manager. There is no minimum to the amount of the loan; however the maximum life-time limit according to the guidelines of URP19 is \$10,000.

What kinds of work will be done? Only repairs that address imminent threats to the life and/or safety of occupants of the dwelling unit or accessibility modifications will be performed under the County’s URP. It should be noted that all deficiencies in a home may not be rectified with the available funds. All work that is completed under URP19 must meet or exceed NC Residential Building Code.

Who will do the work on the homes? **Gaston County is obligated under URP19** to ensure that quality work is done at reasonable prices and that all work is contracted through a fair, open and competitive process. To meet those very difficult requirements, Gaston County **will invite bids only from contractors who are part of an “approved contractors’ registry.”** Please request a copy of the **Gaston County Procurement and Disbursement Policy** for further information.

(Homeowners who know of quality rehabilitation contractors that are not on the Gaston County Approved Contractors Registry are welcome to invite them to apply.)

A minimum of three approved contractors will be invited to bid on each job, and the lowest responsive and responsible bidder will be selected for the contract. "Responsive and responsible" is described in the Procurement and Disbursement Policy.

What are the steps in the process, from application to completion? Now that you have the information about how to qualify for the URP19 program, what work can be done, and who will do it, let's go through all the major steps in the process:

- 1. Completing an Application form:** Homeowners who wish to apply for assistance must do so between August 1st and August 30th of 2019. Applications must be valid and completed by the deadline to be ranked. All applications received after August 30th, 2019 will be placed on a waiting list for a second ranking if remaining funds exists. No applications will be taken after September 1st of 2019.
- 2. Where do I apply:** Apply by contacting Cynthia Buchanan DHHS Economic Support Services Department at 704-862-7963 and/or Marc Bolick URP Program Manager at 704-866-3559. Proof of ownership and income will be required. Those who have applied for housing assistance from the URP Program in the past will not automatically be reconsidered. A new application will need to be submitted.
- 3. Preliminary inspection:** The Program Manager will visit the homes of potential loan recipients to determine the need and feasibility of repairs/modifications.
- 4. Screening of applicants:** Applications will be rated and ranked by the County based on the priority system outlined on page 2. The households to be assisted will be selected by October 15 of 2019. Household income will be verified for program purposes only (information will be kept confidential). Ownership of property will be verified along with other rating factors. From this review, the ten (10) most qualified applicants will be chosen according to the priority system described above. There will also be a list of three (3) alternates. Applicants not receiving notification that they were chosen by October 15 of 2019 may contact Marc Bolick Program Manager at 704-866-3559 to confirm the disposition of the application after that date.
- 5. Applicant interviews:** Approved applicants will be provided detailed information on assistance, program repair/modification standards and the contracting procedures associated with their project at this informational interview.
- 6. Work write-up:** The County's Program Manager and/or Housing Rehab Specialist will visit the home again for a more thorough inspection. All parts of the home must be made accessible for inspection, including the attic and crawlspace, if any. The owner should report any known problems such as electrical short circuits, blinking lights, roof leaks and the like. The Program Manager and/or Housing Rehab Specialist will prepare a complete and detailed work specifications (known as the "work write-up." A final cost estimate will also be prepared by the Program Manager and/or Housing Rehab Specialist and held in confidence until bidding is completed.

- 7. Formal agreement:** After approval of the work write-up, the homeowner will sign a formal agreement that will explain and govern the repair/modification process, and an explanation of the Promissory Note, which is considered a forgivable loan. This agreement will define the roles of the parties involved throughout the process.
- 8. Bidding:** The work write-up and bid documents will be emailed or mailed to a minimum of three contractors on the Approved Contractors' Registry who will be given one week in which to inspect the property and prepare bid proposals. The names of the invited contractors will be supplied to the homeowner. Each will need access to those areas of the house, in which work is to be performed, in order to prepare a bid. A bid opening will be conducted at the Gaston County Administration Building at a specified date and time, with all bidders and the homeowner invited to attend. It is not required for the homeowner to attend.
- 9. Contractor selection:** Within 1 week of the bid opening, after review of bid breakdowns and timing factors, the winning bidder will be selected. All bidders and the homeowner will be notified of (1) the selection, (2) the amount, (3) the amount of the County's cost estimate, (4) any support or contingency costs that will be included in the loan amount, and (5) if other than the lowest bidder is selected, the specific reasons for the selection.
- 10. Execution of loan and contract:** The loan will be executed as well as the repair/modification contract prior to work beginning on the project. If funding is available, project related support costs incurred up to the amount of \$1,000 will be included in the loan document. If any additional funding is available above and beyond hard and support costs, the loan document may or may not include a contingency amount of up to 20% of the estimated cost for any unforeseen project costs during the course of the project. The total loan amount will never exceed \$10,000. If any portion of the contingency amount is not incurred during the course of the project, then the appropriate Estoppel paperwork will be completed to represent the actual (decreased) project costs.
- 11. Pre-construction conference:** A pre-construction meeting will be held at the home. At this time, the homeowner, contractor and program representatives will be present and discuss the details of the work to be done. Starting and ending dates will be agreed upon, along with any special arrangements such as weekend or evening work hours and disposition of items to be removed from the home (such as old plumbing, etc.). If the contract has been executed, Gaston County will issue a "proceed order" formally instructing the contractor to commence by the agreed-upon date.
- 12. Construction:** The contractor will be responsible for obtaining any required building permits for the project before beginning work. The permit must be posted at the house during the entire period of construction. Program staff will closely monitor the contractor during the construction period to make sure that the work is being done according to the work write-up (which is made a part of the rehabilitation contract by reference) and in a timely fashion. Code Enforcement Officers will inspect new work for compliance with the State Building Code as required by the guidelines of URP19. The homeowner

will be responsible for working with the contractor toward protecting personal property by clearing work areas as much as practicable.

13. Change Orders: All changes to the scope of work must be reduced to writing as a contract amendment ("change order") and approved by all parties to the contract: the owner, the contractor and two representatives of Gaston County. If the changes require an increase in the loan amount, a loan modification stating these changes in the contract amount must be completed by Gaston County, and executed by the owner. If the changes result in a decrease in the loan amount, an estoppel informing the homeowner of these changes in the contract amount will be completed by the Gaston County and conveyed to the owner.

14. Payments to contractor: The contractor will be paid following inspection of and satisfactory completion of all items on the work write-up and change orders, if any, as outlined in the Gaston County Procurement and Disbursement Policy.

15. Post-construction meeting: Following construction the contractor and the Program Manager and/or Housing Rehab Specialist will sit down with the homeowner one last time. At this meeting the contractor will hand over all owner's manuals and warranties on equipment. The contractor and Program Manager and/or Housing Rehab Specialist will go over operating and maintenance requirements for any new equipment installed and discuss general maintenance of the home with the homeowner. The homeowner will have the opportunity to ask any final questions about the work and the loan.

16. Closeout: Once each item outlined in section 13 has been satisfied and the homeowner has signed a Certificate of Satisfaction, the job will be closed out (fully completed).

What are the key dates? If, after reading this document, you feel that you qualify for this program and wish to apply, please keep the following dates in mind:

- Applications available to the public starting August 1st, 2019.
- Applications must be turned in to Gaston DHHS Economic Support Services Department by 5:00 PM on August 30th, 2019.
- Selected households will be notified by October 15 of 2019.
- All rehabilitation work must be under contract by October 15, 2020.
- All rehabilitation work must be completed by December 31, 2020.

How do I request an application? Just contact:

Cynthia Buchanan
DHHS Economic Support Services Department
330 N. Marietta Street
Gastonia, NC 28052
Phone: 704-862-7963

Marc Bolick URP Program Manager
Gaston County Building Inspections
P.O. Box 1578
Gastonia, NC 28056
Ph. 704-866-3559
Email: marc.bolick@gastongov.com

Is there a procedure for dealing with complaints, disputes and appeals? Although the application process and repair/modification guidelines are meant to be as fair as possible, the Gaston County URP Program realizes that there is still a chance that some applicants or participants may feel that they are not treated fairly. The following procedures are designed to provide an avenue for resolution of complaints and appeals.

During the application process:

1. If an applicant feels that his/her application was not fairly reviewed or rated and would like to appeal the decision made about it, he/she should contact Housing URP Program Manager Marc Bolick within five days of the initial decision and voice their concern. If the applicant remains dissatisfied with the decision, the detailed complaint should be put into writing.
2. A written appeal must be made within 10 business days of the initial decision on an application.
3. Gaston County will respond in writing to any complaints or appeals within 10 business days of receiving written comments.

During the repair/modification process:

1. If the homeowner feels that repairs or modifications are not being completed according to the contract, he/she must inform the contractor and the Program Manager.
2. The Program Manager will inspect the work in question. If he finds that the work is not being completed according to contract, the Program Manager will review the contract with the contractor and ask the contractor to remedy the problem.
3. If problems persist, a mediation conference between the homeowner and the contractor may be convened by the Program Manager and facilitated by the Gaston County Grants Administrator.
4. Should the mediation conference fail to resolve the dispute, the Grants Administrator, Pat Laws, will render a written final decision. She may be contacted by email: plaws@gastongov.com or phone 704-866-3771.
5. If the Program Manager finds that the work is being completed according to contract, the complaint will be noted and the Program Manager and the homeowner will discuss the concern and the reason for the Program Manager's decision.

Will the personal information provided remain confidential? Yes. All information in applicant files will remain confidential. Access to the information will be provided only to County employees who are directly involved in the program, the North Carolina Housing Finance Agency and auditors.

What about conflicts of interest? No officer, employee or other public official of the Gaston County, or member of the Gaston County Commission, or entity contracting with Gaston County, who exercises any functions or responsibilities with respect to URP19 shall have any interest, direct or indirect, in any contract or subcontract for work to be performed with program funding, either for themselves or those with whom they have family or business ownership ties, during their tenure or for one year thereafter. Relatives of Gaston County employees, Council Members and others closely identified with the County, may be approved for rehabilitation assistance only upon public disclosure before the Gaston County Commission and written permission from NCHFA.

What about favoritism? All activities under URP19, including rating and ranking applications, inviting bids, selecting contractors and resolving complaints, will be conducted in a fair, open and non-discriminatory manner, entirely without regard to **race, color, religion, national origin, sex, familial status and disability**

Who can I contact about URP19? Any questions regarding any part of this application or program should be addressed to:

Marc Bolick URP Program Manager
Gaston County Building Inspections
P.O. Box 1578
Gastonia, NC 28056
Ph. 704-866-3559
Email:marc.bolick@gastongov.com

Contacts will do their utmost to answer questions and inquiries in the most efficient and correct manner possible.

This Assistance Policy is adopted this ____ day of _____ 20__.

Tracy L. Philbeck, Chairman
Gaston County Board of Commissioners

ATTEST:

Donna S. Buff, Clerk to the Board

NORTH CAROLINA
GASTON COUNTY

I, _____, a Notary Public of _____ County, North Carolina, certify that _____ personally appeared before me this day and acknowledged that she is Clerk of Gaston County, and that by authority duly given and as the act of said County, the foregoing instrument was signed in its name by its Chairman, sealed with its official seal, and attested by herself as its Clerk.

Witness my hand and notarial seal, this _____ day of _____, 2019.

Notary Public

(Notary Seal)

My commission expires: _____



Gaston County

Gaston County
Board of Commissioners
www.gastongov.com

Cooperative Extension Board Action

File #: 19-233

Commissioner Keigher - Cooperative Extension - To Accept and Appropriate \$12,662 in Extension Fees and Donations (Registration - \$9,601; Donations - \$3,061)

STAFF CONTACT

David Fogarty - Cooperative Extension - 704-922-2130

BUDGET IMPACT

Increase revenues by \$12,662 and appropriate \$12,662 into Special Programs account. No additional County funds.

BUDGET ORDINANCE IMPACT

N/A

BACKGROUND

This request is to accept and appropriate the following fees and donations into Cooperative Extension special program accounts:

- 4-H fees for 2019 Summer Camps (\$5,127)
- Master Gardener and FCS training fees (\$3,924)
- Donations for Extension's 2019 Somethin' Pumpkin Event (\$3,061)
- Fees paid by Schools for Extension's Healthy Harvest gardening program (\$550)

POLICY IMPACT

N/A

ATTACHMENTS

Budget Change Request

GASTON COUNTY BUDGET CHANGE REQUEST

TO: Earl Mathers COUNTY MANAGER

FROM: 4950 NC Cooperative Extension
Dept. # Department Name

David Fogarty 5/23/2019
Department Director's Name 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

ACCOUNT DESCRIPTION (As it appears in the budget)	ACCOUNT NUMBER	AMOUNT
	Fund - Function - Dept - Division - Object - Project	Whole Dollars Only
	xxx - xx - xxxx - xxxx - xxxxx - xxxxxx	(See Note Below)
4-H Local Programs	010-07-4950-4952-410009-16276	[5,127]
4-H Programs	010-07-4950-4952-560000-16276	5,127
Fee Based Prog:Food/Supplies	010-07-4950-4950-415013-15226	[3,924]
Fee Based Prog:Food/Supplies	010-07-4950-4950-560000-15226	3,924
Something Pumpkin	010-07-4950-4950-415013-17272	[3,061]
Something Pumkin	010-07-4950-4950-560000-17272	3,061
Healthy Harvest	010-07-4950-4950-415013-18134	[550]
Healthy Harvest	010-07-4950-4950-560000-18134	550

JUSTIFICATION FOR REQUEST:

This request is to accept and appropriate the following fees and donations into Cooperative Extension special program accounts:

- 4-H fees for 2019 Summer Camps (\$5,127)
- Master Gardener and FCS training fees (\$3,924)
- Donations for Extension's 2019 Somethin' Pumpkin Event (\$3,061)
- Fees paid by Schools for Extension's Healthy Harvest gardening program (\$550)

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.



Gaston County

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County Attorney

Board Action

File #: 19-273

Commissioner Philbeck - County Attorney - To Approve a Town of Dallas Water Easement Over Dallas Park for the Installation of Water Lines

STAFF CONTACT

Charles Moore, County Attorney

BUDGET IMPACT

N/A

BUDGET ORDINANCE IMPACT

N/A

BACKGROUND

The Town of Dallas requested Gaston County to dedicate an easement for the installation of water lines. Doing so will improve utility service to the park and the surrounding area. A map will be recorded contemporaneously with the easement depicting the location of the water lines.

POLICY IMPACT

N/A

ATTACHMENTS

Deed of Easement

DRAWN BY: Sam Shames, Asst. County Attorney, Gaston County
P. O. Box 1578, Gastonia, NC 28053

STATE OF NORTH CAROLINA

COUNTY OF GASTON

**DEED OF EASEMENT
(Water)**

THIS DEED OF EASEMENT, made this _____ day of _____, 2019, by and between **GASTON COUNTY ("Grantor")**, a political subdivision of the State of North Carolina, having a mailing address of **P.O. Box 1578, Gastonia, NC 28053** and the **TOWN OF DALLAS ("Grantee")**, a North Carolina Municipal Corporation duly organized and existing under the laws of the State of North Carolina having a physical address of **210 N. Holland Street, Dallas NC 28034**, and being situated in Gaston County, hereinafter referred to as "Grantee".

THAT, WHEREAS, said Grantor owns three tracts of land located consecutive to each other and the parcels of land are commonly referred to as Dallas Park. The tracts of land are as follows:

PARCEL 171278

1303 DALLAS-CHERRYVILLE HIGHWAY

57.41 acres

Deed Book 9, Page 443

PARCEL 171279

120 LEISURE LANE

1.43 acres

Deed Book 9, Page 443

PARCEL 172201

225 LEISURE LANE

40.65 acres

Deed Book 172, Page 23; and

WHEREAS, the Town Council of the Town of Dallas has determined that it is in the public interest to install, construct and maintain water lines to serve the public in the vicinity of the described property, as well as throughout the Town of Dallas.

NOW, THEREFORE, said Grantor, for and in consideration of the sum of **ONE Dollar (\$1.00)** and other valuable consideration paid to the Grantor by Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the said Grantee, its successors and assigns, a perpetual easement to install, construct and maintain water lines, together with the attendant customary uses, including drainage and utilities, over, under, through, across, along and upon all that certain lots, tracts, or parcels of land of the Grantor, and more particularly described as follows, to-wit:

Being a 20 ft. wide permanent easement across the Grantor's property, more specifically described as follows on Exhibit "A", to wit:

SEE REFERENCED MAP DRAWN BY JOHNNY H. DENTON, P.L.S., L-3555 ENTITLED "20' WATERLINE EASEMENT DEDICATION FOR WATER LINES IN DALLAS PARK TO THE TOWN OF DALLAS" WHICH IS INCORPORATED HEREIN BY REFERENCE, AND WHICH REFLECTS A TWENTY (20) FOOT WIDE PERMANENT RIGHT OF WAY ACROSS THE GRANTORS' PROPERTY. SAID MAP IS RECORDED IN THE GASTON COUNTY REGISTRY IN MAP BOOK ____ PAGE ____.

Said Grantor's property is described in Deed Book 9, Page 443 as well as Deed Book 172, Page 23.

TO HAVE AND TO HOLD the said grant of easement unto it, the said Grantor, its successors and assigns forever.

The Grantor acknowledges that the Town of Dallas is acquiring this property for the purpose of erecting, constructing and installing waterlines within the described easement, and specifically grants unto the Grantee the right to construct such structures or make the improvements on that grade according to such plans and specifications, as will, in the Grantee's opinion, best serve the public purpose.

The said grant shall include the right of ingress and egress over the land of the Grantor for the purpose of constructing, maintaining, repairing and enlarging said waterline or removing any obstruction interfering with the enjoyment of this line and, in general, any rights and privileges which may be necessary for the permanent maintenance of said line; provided, however, that nothing herein contained shall directly or indirectly be construed as authorizing the Town of Dallas or its successors or assigns to injure, damage, or remove any structure upon said land, and the Grantor herein expressly retains for himself, his heirs and assigns, the right to construct and maintain any and all buildings he may desire upon the said premises, provided the water line is protected in the manner required by the Town of Dallas.

TO HAVE AND TO HOLD the same, together with all the rights and appurtenances belonging thereto, unto the Town of Dallas, its successors and assigns forever, and Grantor is hereby bound, together with all heirs, executors, administrators, or successors, to warrant and forever defend the easement granted herein unto the Town of Dallas, its successors and assigns, against every person lawfully claiming the easement or any part thereof.

IN TESTIMONY WHEREOF, the said Grantor has hereunto set his hand and seal the day and year first above written.

Tracy L. Philbeck, Chairman
Gaston County Board of Commissioners

ATTEST:

Donna S. Buff
Clerk to Gaston County Board of Commissioners

**STATE OF NORTH CAROLINA
COUNTY OF GASTON**

I, _____, a Notary Public of said County and State, certify that **Tracy L. Philbeck** personally came before me this day and acknowledged that he is the Chairman for the Board of Commissioners of Gaston County, and that by authority duly given the foregoing instrument was signed in its name, sealed with its corporate seal and attested by the County Clerk.

Witness my hand and seal, this the _____ day of _____, 2019.

Notary Public

My Commission Expires:



Gaston County

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County Manager

Board Action

File #: 19-259

Commissioner Philbeck - County Manager - To Accept Departmental Budget Change Requests as Information

STAFF CONTACT

Matt Rhoten - Interim Assistant County Manager - 704-866-3101

BACKGROUND

The BOC is requested to accept the attached Budget Change Requests as information.

ATTACHMENTS

Departmental Budget Transfers

**COUNTY MANAGER - LISTING OF DEPARTMENTAL BUDGET CHANGE REQUESTS TO
BE ACCEPTED AS INFORMATION AT THE JUNE 25, 2019 BOARD MEETING**

EFF DATE	DEPT	ACCOUNT	DR/CR	AMOUNT
05/01/2019	Comm/911	010-02-4311-0000-510002-	D	\$100,000
05/01/2019		010-02-4311-0000-510001-	C	\$100,000
05/01/2019	County PD	010-02-4380-0000-510001-	C	\$2,000
05/01/2019		010-02-4380-0000-510102-	D	\$2,000
05/03/2019	Bldg Insp	012-02-4350-0000-510001-	C	\$1,130
05/03/2019		012-02-4350-0000-530021-	D	\$130
05/03/2019		012-02-4350-0000-520010-	D	\$1,000
05/06/2019	Parks	010-01-4261-0000-530023-	C	\$70
05/06/2019		010-01-4261-0000-530021-	D	\$70
05/06/2019	Sheriff	010-02-4315-4315-530021-	D	\$600
05/06/2019		010-02-4315-4315-530023-	C	\$600
05/06/2019	Parks	010-01-4261-0000-530023-	C	\$1,497
05/06/2019		010-01-4261-0000-530004-	D	\$1,497
05/06/2019	GEMS	010-02-4370-0000-520012-	D	\$450
05/06/2019		010-02-4370-0000-520001-	C	\$450
05/06/2019		010-02-4370-0000-520011-	D	\$2,556
05/06/2019		010-02-4370-0000-530000-	C	\$2,556
05/06/2019	Sheriff	010-02-4315-4315-540001-18606	D	\$2,730
05/06/2019		010-02-4315-4315-540002-18606	C	\$2,730
05/06/2019	T&T	022-07-4921-0000-530030-	D	\$70
05/06/2019		022-07-4921-0000-520001-	C	\$70
05/07/2019	Museum	010-04-6141-0000-530023-	C	\$500
05/07/2019		010-04-6141-0000-530020-	D	\$500
05/07/2019	Public Works	010-01-4265-4230-530023-	C	\$100
05/07/2019		010-01-4265-4230-530020-	D	\$100
05/08/2019	Sheriff	010-02-4315-4323-530023-	C	\$10,000
05/08/2019		010-02-4315-4315-530029-	C	\$15,000
05/08/2019		010-02-4315-4315-530030-	C	\$5,000
05/08/2019		010-02-4315-4315-530021-	D	\$30,000
05/08/2019	Fire Marshal	010-02-4340-0000-530030-	C	\$742
05/08/2019		010-02-4340-0000-530020-	D	\$742
05/08/2019	Planning	010-02-4910-4911-520010-	C	\$250
05/08/2019		010-02-4910-4911-520011-	C	\$800
05/08/2019		010-02-4910-4911-520013-	C	\$50
05/08/2019		010-02-4910-4911-530021-	D	\$1,100
05/08/2019	Landfill	060-08-4720-0000-530023-	C	\$20,000
05/08/2019		060-08-4720-0000-530030-	D	\$20,000
05/09/2019	Manager	010-01-4120-0000-520011-	C	\$2,500
05/09/2019		010-01-4120-0000-530015-	D	\$2,500
05/09/2019	Elections	010-01-4170-0000-520014-	C	\$5,000
05/09/2019		010-01-4170-0000-530041-	D	\$5,000
05/10/2019	County PD	010-02-4310-4310-510001-	C	\$23,000
05/10/2019		010-02-4310-4310-530020-	D	\$23,000
05/10/2019	Health	011-05-5110-0000-520014-	C	\$14,000
05/10/2019		011-05-5110-0000-530015-	C	\$5,000
05/10/2019		011-05-5110-0000-530030-	C	\$4,000
05/10/2019		011-05-5110-0000-530000-	D	\$23,000

County Manager - Listing of Departmental Budget Change Requests to be Accepted as Information
Page 2

EFF DATE	DEPT	ACCOUNT	DR/CR	AMOUNT
05/10/2019	Public Works	060-08-4720-0000-540006-16182	C	\$150,000
05/10/2019		060-08-4720-0000-540002-17162	C	\$41,000
05/10/2019		060-08-4720-0000-540006-19031	C	\$44,000
05/10/2019		060-08-4720-0000-540004-19001	D	\$235,000
05/10/2019	Parks	010-01-4261-0000-530023-	C	\$16,300
05/10/2019		010-01-4261-0000-530004-	D	\$16,300
05/10/2019		010-04-6120-0000-530023-	C	\$16,214
05/10/2019		010-04-6120-0000-540001-	D	\$16,214
05/15/2019	Nat Res	010-07-4960-0000-540001-	C	\$600
05/15/2019		010-07-4960-0000-530021-	D	\$600
05/15/2019		010-07-4960-0000-540001-	C	\$500
05/15/2019		010-07-4960-0000-520011-	D	\$500
05/15/2019		010-07-4960-0000-540001-	C	\$400
05/15/2019		010-07-4960-0000-520010-	D	\$400
05/15/2019	Sheriff	010-02-4315-4323-530010-	C	\$26,530
05/15/2019		010-02-4315-4323-520005-	D	\$26,530
05/17/2019	Planning	010-02-4910-4910-530010-	C	\$3,700
05/17/2019		010-02-4910-4910-540001-	D	\$3,700
05/15/2019	Bldg Insp	012-02-4350-0000-510001-	C	\$500
05/15/2019		012-02-4350-0000-520011-	D	\$500
05/16/2019	DSS	020-05-5640-0000-540001-	C	\$50
05/16/2019		020-05-5640-0000-530003-	D	\$50
05/16/2019		020-05-5650-0000-530023-	C	\$200
05/16/2019		020-05-5650-0000-530003-	D	\$200
05/20/2019	Reg of Deeds	010-01-4180-0000-510104-	D	\$1,409
05/20/2019		010-01-4180-0000-520001-	C	\$1,409
05/21/2019	Finance	010-01-4130-0000-510003-	D	\$500
05/21/2019		010-01-4130-0000-510100-	D	\$500
05/21/2019		010-01-4130-0000-530010-	D	\$13,000
05/21/2019		010-01-4130-0000-510001-	D	\$31,000
05/21/2019		010-01-4130-0000-530012-	C	\$45,000
05/22/2019	Planning	010-02-4910-4910-520007-	C	\$72
05/22/2019		010-02-4910-4910-520011-	D	\$72
05/23/2019	ACE	010-02-4380-0000-530023-	C	\$2,500
05/23/2019		010-02-4380-0000-520005-	D	\$2,500
05/23/2019	Health	011-05-5110-0000-520010-	D	\$500
05/23/2019		011-05-5110-0000-520001-	C	\$500
05/24/2019	Public Works	040-01-4265-4260-540005-19034	C	\$7,000
05/24/2019		040-01-4265-4260-540005-09241	D	\$7,000
05/28/2019	T&T	022-07-4921-0000-520011-	D	\$800
05/28/2019		022-07-4921-0000-520014-	C	\$800
05/29/2019	Sheriff	010-02-4315-4315-530023-	C	\$5,000
05/29/2019		010-02-4315-4315-520005-	D	\$5,000
05/29/2019	Bldg Insp	012-02-4350-0000-510001-	C	\$250
05/29/2019		012-02-4350-0000-520011-	D	\$250
05/29/2019	Parks	010-01-4261-0000-530030-	C	\$100
05/29/2019		010-01-4261-0000-520005-	D	\$100
05/29/2019	ACE	010-02-4380-0000-530015-	C	\$67
05/29/2019		010-02-4380-0000-530002-	D	\$67
05/30/2019	Sheriff	010-02-4315-4315-510001-18606	C	\$5,698
05/30/2019		010-02-4315-4315-540001-18606	D	\$5,698

County Manager - Listing of Departmental Budget Change Requests to be Accepted as Information
Page 3

EFF DATE	DEPT	ACCOUNT	DR/CR	AMOUNT
05/30/2019		010-02-4315-4315-540002-18606	C	\$663
05/30/2019		010-02-4315-4315-540001-18606	D	\$663
05/30/2019	County PD	010-02-4310-4310-520007-	C	\$5,500
05/30/2019		010-02-4310-4310-520006-	D	\$5,500
05/31/2019	Reg of Deeds	010-01-4180-0000-520007-	D	\$1,286
05/31/2019		010-01-4180-0000-520001-	C	\$1,286
05/31/2019	IT	010-01-4210-0000-520012-	C	\$100
05/31/2019		010-01-4210-0000-520017-	D	\$100



Gaston County

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DHHS - ACCESS Division

Board Action

File #: 19-210

Commissioner Chad Brown - DHHS (ACCESS Division) - Approval of the Gaston County ACCESS Transportation-Specific Procurement Policy (***No Funding Impacted Herein***)

STAFF CONTACT

Cheree Wilson - Central Transportation (ACCESS) - 704-862-3220

BUDGET IMPACT

Required approval to continue receiving NCDOT/PTD funding.

BUDGET ORDINANCE IMPACT

N/A

BACKGROUND

The ACCESS Procurement Policy is a required document by NCDOT/PTD and must be approved and signed by the Board. This policy assists the department in meeting requirements to receive NCDOT funding for the program.

POLICY IMPACT

N/A

ATTACHMENTS

Gaston County ACCESS Procurement Policy

GASTON COUNTY DHHS-ACCESS PROCUREMENT POLICY

5/28/19 Updated Draft

INTRODUCTION

The purchasing and contracting policies of the Gaston County ACCESS Department are not based upon a single statutory reference but rather are adopted to form compliance with a variety of statutory and policy provisions found in Federal and State laws and regulations and standing Orders and Resolutions of the Gaston County Board of Commissioners. These policies have been drafted to conform to the requirements in 49 CFR 18, *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*; OMB A-102, *Grants and Cooperative Agreements with State and Local Governments*; OMB A-87, *Cost Principles for State, Local, and Indian Tribal Governments*; *Federal Transit Administration (FTA) Circular 4220.1F, Third Party Contracting Requirements*; and *North Carolina General Statutes*.

The policies contained herein are intended to establish a baseline for compliance with Federal and State law and Board policy. It is the responsibility of the ACCESS Transportation Coordinator, Gaston County DHHS, and Gaston County Management to determine the disposition of any issue not specifically addressed herein or otherwise prescribed in law or regulation.

Gaston County ACCESS Department is committed to maintaining high standards of performance based upon fair, ethical and professional business practices and welcomes recommendations for improvements to conformance, quality, and efficiency standards. Any such recommendations should be submitted in writing to the Gaston County ACCESS Department.

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1 Responsibility and Authority

Reference:

The County Manager or his/her designee has the authority for the Gaston County ACCESS Department to enter into grant agreements with the North Carolina Department of Transportation (NCDOT) and to purchase property and services and to enter into third-party contracts on behalf of Gaston County ACCESS. Grant applications submitted to NCDOT must include an authorizing resolution adopted by the Gaston County Board of Commissioners and identify the position title of the authorized official. The authorized official may delegate his/her authority to sign grant applications/ agreements and may delegate other authorities to his/her staff, as he/she deems necessary. Any authorities delegated by the authorized official in regards to approval of grant reimbursement requests, grant budget revision/amendment requests, or grant project period of performance extension requests must be submitted in writing to NCDOT. Any authorities delegated by the authorized official, as applicable, are indicated in the following subsection(s). Responsibility for the preparation of internal policies and procedures consistent with the provision of this manual remains with the Gaston County ACCESS Department.

1.1 EXCEPTIONS TO DELEGATED AUTHORITIES.

Delegated authority is subject to the condition that certain of these transactions be submitted to the DHHS Director, Purchasing Manager, and County Manager for review and prior approval.

INFORMAL BID - For the purchase of "Apparatus, Supplies, materials, and Equipment"

1. Approval of informal purchases involving the expenditure of more than \$3,500 but less than \$90,000 may be made by the Purchasing Manager after approval by the DHHS Director. Uniform Guidance requires M/WBE solicitation for \$10,000
2. Purchases involving the expenditure of more than \$90,000 are considered formal purchases and must follow the formal purchasing policy and procedure.

INFORMAL BIDS - BUILDING CONSTRUCTION OR REPAIR CONTRACTS

The Department Head recommends lowest responsive, responsible bigger to BOC for expenditures of more than \$300,000. Any expenditures less than \$300,000 are sent to the County Manager for approval.

USED EQUIPMENT PURCHASES

Approval of "used" purchases involving any expenditure amount is made by the Purchasing Manager after approval by the DHHS Director.

BOARD OF COMMISSIONERS APPROVAL – WHEN REQUIRED

It is the County's policy to obtain approval of the Board of Commissioners on the following:

1. Bids of \$90,000.00 or more for the purchase of apparatus, supplies, materials, and equipment, except as allowed by Statute 143-129.
2. Bids of \$300,000.00 or more for construction or repair work.
3. Sole source purchases at the informal and formal levels with grantor approval per Uniform Guidance standards.
4. Piggybacking is not allowed.
5. Bids or Proposals for services costing \$90,000.00 or more – award may require formal approval.

2 Fundamental Policy

2.1 Written Procurement Procedures.

Written procurement procedures are a requirement of 49 CFR 18 and FTA C 4220.1F. These procedures have been written to reflect applicable Federal, State and local laws and regulations and the requirements and standards identified in FTA C 4220.1F. NCDOT requires its grantees to use FTA procurement standards for purchases funded with Federal and/or State funds. When using Federal and State funds, the more restrictive requirements will be used, whether they are Federal, State, or local. When using State funds only, the Federal certifications and mandatory Federal contract clauses are not required. After adoption by the Board of Commissioners, these procedures will be reviewed annually by Gaston County ACCESS Transportation Coordinator and updated as required.

2.2 Responsibility for Settlement of Contract Issues/Disputes.

Gaston County Government/ ACCESS Department, alone, without recourse to the Federal-/State-funding agency, will be responsible in accordance with good administrative practice and sound business judgment for the settlement of all contractual and administrative issues arising out of its procurements. These issues include, but are not limited to, source evaluation, protests of awards, disputes, and claims or other matters of a contractual nature. The Federal/State government will not substitute its judgment for that of this Agency, unless the matter is primarily a Federal/State concern. Violations of the law will be referred to the local, State, or Federal authority having proper jurisdiction.

2.3 Written Protest Procedures.

The Agency shall have written protest procedures to handle and resolve disputes relating to its procurements and shall in all instances disclose information regarding protests to the FTA and to keep FTA informed about the status of the protest. All protest decisions must be in writing. A protester must exhaust all administrative remedies with the Agency before pursuing a protest with the State and/or Federal government.

Reviews of protests by the State-funding agency will be limited to:

- (1) The Agency's failure to have or follow its protest procedures, or its failure to review a complaint or protest;
- (2) Violations of Federal/State law or regulation.

An appeal to the State must be received by the State-funding agency within three (3) working days of the date the protester learned or should have learned of an adverse decision by the grantee or other basis of appeal to the State. An appeal to FTA must be received by the cognizant FTA regional or Headquarters Office within five (5) working days of the date the protester learned or should have learned of an adverse decision by the grantee or other basis of appeal to FTA. Violations of Federal law or regulation will be handled by the complaint process stated within that law or regulation. Violations of State or local law or regulations will be under the jurisdiction of State or local authorities. The Agency will abide by the following procedures.

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2.3.1 Authority. Gaston County Government/ ACCESS Transportation has final authority to resolve protests, disputes, and complaints arising from the solicitation, award, or performance of a contract. In all instances where a legal representative of the bidder, vendor, or contractor has initiated correspondence or formal action, the County Manager or his designee shall contact State-awarding agency (i.e., NCDOT or other agency, as applicable) prior to taking any action. Solicitation documents must contain provisions for the resolution of protests and disputes.

2.3.2 Protest of Requirements Prior to Award. The solicitation document shall provide potential bidders with the opportunity to take exception to specifications and/or requirements. Protests of requirements received after the time identified in the solicitation document shall be considered untimely and shall be rejected.

2.3.3 Protest of Award. If, prior to award of contract, a protest is received in writing and filed on the grounds that the award is not in conformance with the provisions of the solicitation document, the contract or award shall not be awarded until the protest has been withdrawn or a decision has been reached by the Agency. Complaints lodged by a bidder prior to award may be resolved informally. However, in the event that the matter is not resolved, bidders shall be advised of the timeframe for submitting a full and complete formal statement of the grounds for the protest within the timeframes specified in the solicitation document.

2.3.4 Decisions. The County Manager or his designee shall review the merits and timeliness of the protest and ensure that a decision in writing is submitted within a reasonable period of time following receipt of the protest. The Agency shall issue a decision in writing or otherwise furnish to the bidder the decision in such a manner as to ensure receipt. The decision of the Agency is final.

2.3.5 Disputes Subsequent to Award. Disputes subsequent to award may include, but not be limited to, contention over terms, pricing, payment, scope and/or deliverables. A dispute resolution and escalation clause, describing resolution procedures and the appropriate parties to which the matter may be escalated, shall be included in solicitation documents and contracts, as applicable. The following are sample clauses for inclusion in solicitation documents and contracts:

- Disputes. Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the County Manager or his designee. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the authorized representative of the Agency. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative of the Agency shall be binding upon the Contractor and the Contractor shall abide by the decision.

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- Performance During Dispute. Unless otherwise directed by the Agency, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

2.4 Standards of Conduct.

The Agency shall maintain a written code of standards of conduct (or conflict of interest policy) governing the performance of their employees engaged in the award and administration of contracts. All employees, officers, and board members will review this policy annually and the agency will document the review thereof. These standards will be relayed to all members in writing and the agency will obtain each member's signature to acknowledge his/her review, understanding, and acceptance of the policy. See Exhibit 1 for conflict of interest policy.

2.5 Ethics Policy (Draft)

The state has issued an Ethics Policy that is to be incorporated into every policy, procedure, solicitation and contract. This flows down from the Department of Transportation to all grantees.

- 1) "By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee (or Grantee) of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency (such as vendors under with a State Term Contract); or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, all third party contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

See Exhibit 1 for Ethics Policy Declaration.

2.6 Competition.

- 2.6.1 All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.

- 2.6.2 Unreasonable requirements will not be placed on firms in order for them to qualify to do business.

- 2.6.3 The Agency will be alert to organizational conflicts of interest. An organizational conflict of interest means that because of other activities, relationships, or contracts, a contractor is unable, or potentially unable, to render impartial assistance or advice to the grantee; a contractor's objectivity in performing the contract work is or might be otherwise impaired; or a contractor has an unfair competitive advantage.

- 2.6.4 The Agency will be alert to noncompetitive practices, such as noncompetitive pricing practices, among contractors that may restrict or eliminate competition.

- 2.6.5 Unnecessary experience and excessive bonding requirements will not be placed on firms.

- 2.6.6 Contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals or those on retainer contracts will be excluded from competing for such procurements.

- 2.6.7 Except in cases where a product of a specified brand name is the only product that can properly meet the needs of a requester, the drafting or application of specifications or bid requirements that directly or indirectly limit the bidding to a single brand is prohibited. A "brand name or equal" is a competitive process that allows bidders to propose equivalent items. The Agency will not specify only a "brand name" product instead of allowing "an equal" product to be offered without listing its salient characteristics. Refer to FTA C 4220.1F, VI, 2a(3) or Best Practices Procurement Manual (BPPM) for further information on preparation of specifications including examples with specific language.

- 2.6.8 The agency shall conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. This does not preempt State licensing laws. However, geographic location may be a selection criterion in procurements for architectural and engineering (A&E) services provided its application presents an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

- 2.6.9 All lists of pre-qualified persons, firms, or products that are used in acquiring goods and services are current and include enough qualified sources to ensure maximum full and open competition. Also, the Agency will not preclude potential bidders from qualifying during the solicitation period, which is from the issuance of the solicitation to its closing date. Additionally, to the maximum extent possible, every effort shall be made to use Disadvantaged Business Enterprises and Minority-/Women-Owned Businesses in acquiring goods and services.

2.6.10 Revenue contracts will be awarded utilizing competitive selection procedures and principles. Revenue contracts are those third party contracts whose primary purpose is to either generate revenues in connection with a transit related activity, or to create business opportunities utilizing an asset funded with public transportation funds. The Agency will be responsible for determining what level of competition is appropriate for a particular contract. A competitive selection process would normally only be needed where there are several potential competitors for a limited opportunity—a competitive process would be required to allow all interested parties an equal chance.

2.6.11 For all architectural, engineering, surveying, construction management at risk services, design-build services, and public-private partnership construction services, The Agency must use qualifications-based competitive proposal, Request for Qualifications (RFQ), in accordance with the Brooks Act procedures. If the estimated fee is less than \$50,000, the state's mini-Brooks Act may be used. Qualifications-based competitive proposal procedures must be used for procurement of program management, construction management, feasibility (engineering) studies, preliminary engineering, design, architectural, engineering, surveying, mapping, and related services.

(1) The Agency must follow applicable statutes, N.C.G.S. 143-64.31-34 and FTA requirements set forth in 4220.1F, to retain a qualified registered architect or professional engineer.

- Geographic location may be a selection criterion in procurements for architectural and engineering (A&E) services provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.
- Good faith effort to use minority-owned firms. DBE Contractors must be certified and registered on the NCDOT Directory: <http://apps.dot.state.nc.us/vendor/directory>
- Selection shall be based on qualifications and competence.
- Price negotiation is conducted with the most qualified offeror.
- NCDOT Public Transportation Division must review and approve selection (projects funded with public transportation funds).

(2) Exemption from request for qualifications (RFQ) and formal procedures for securing A&E Services, N.C.G.S. 143-64.32(a).

- If professional fee is estimated less than \$50,000, procedures listed at item (1) above may be waived in writing by the Gaston County Board of Commissioners.

- If professional fee is estimated to be less than \$10,000, the County Manager or his designee may waive, in writing, the procedures listed at item (1) above, per Gaston County Resolution 2012-061.

- A/E firms may be contacted directly.
 - One or more may be evaluated for qualifications
 - Negotiated contract
 - NCDOT Public Transportation Division involvement in selection and negotiation required (projects funded with public transportation funds).

2.7 The Agency will ensure that:

- 2.7.1 A review of proposed procurements is accomplished in order to avoid the purchase of unnecessary or duplicative items. Consideration will be given to consolidating or breaking out procurements to obtain a more economical purchase. However, procurements will not be divided in an effort to evade competition unless it benefits M/WBE.
- 2.7.2 Existing state agreements for procurement of common goods and services may be utilized whenever possible, as applicable. When obtaining goods or services in this manner, all federal requirements, required clauses, and certifications (including Buy America) must be properly followed, executed and included in the grantee's purchase document. The vehicle contracts awarded by PTD for the purchase of transit vehicles already include all federal requirements.
- 2.7.3 Existing agency, local, or intergovernmental agreements for procurement of common goods and services are not eligible if federal funds are being used. FTA has taken the position that grantees may not add Federal clauses and certifications to previously awarded locally-funded contracts.
- 2.7.4 Joint efforts are encouraged to procure goods and services with local governmental entities, other grantees, whenever feasible and practical. If federal funds will be used when obtaining goods or services in this manner, all federal requirements, required clauses, and certifications must be properly followed and included in the resulting joint solicitation and contract documents.
- 2.7.5 Piggybacking is defined as an assignment of existing contract rights to purchase supplies and equipment. **Piggybacking is not allowed by Uniform Guidance standards.**
- 2.7.6 In lieu of purchasing new equipment and property, the utilization of Federal/State excess and surplus property will be considered, whenever such use is feasible and reduces project costs.
- 2.7.7 Value engineering clauses are included in contracts for construction projects, as appropriate.
- 2.7.8 Analysis is made of lease versus purchase alternatives and/or any other appropriate analysis to determine the most economical and practical procurement. If lease to purchase option is chosen, UG thresholds are to be followed.
- 2.7.9 The type of procurement instruments used (e.g. fixed price contracts, cost reimbursable contracts, purchase orders, and incentive contracts) shall be appropriate for the particular procurement.
- 2.7.10 Prior to utilizing any electronic (E-Commerce) methods for soliciting offers, ordering products, or transferring funds, the Agency must have written procedures and must ensure the requirements for full and open competition are met. E-Commerce activity is best defined as the processing of business transactions over the Web. This includes use of

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an electronic procurement system (such as the state uses) and a broad range of other options such as ordering supplies over the Internet, using the Internet to publicize requests for bids and accept bids online, and using electronic banking. The Board of Commissioners approved advertising on county website in lieu of newspaper.

2.7.11 Contracts are made only with responsible contractors who possess potential ability to perform successfully under terms and conditions of the contract. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. Contracts will not be awarded to parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities in accordance with the Federal debarment and suspension rule, 2 CFR Part 1200. This now applies to procurements over \$25,000. Grantees are required to comply, and assure the compliance of each third party contractor at any tier, with the debarment and suspension rule. FTA and NCDOT recommend that grantees use a certification form for projects over \$25,000, which are funded in part with Federal and/or State funds. Grantees can obtain a sample certification form from PTD. Grantees must also check a potential contractor's debarment/suspension status at the following web site: <https://www.sam.gov/> and the state's Purchase and Contract's web site: <http://www.pandc.nc.gov/actions.asp>. In addition, any contracts over \$1000 are subject to Iran Divestment Certification. Effective 10/1/17, Local governments will monitor NC Treasurer's IDA list to ensure that we do not contract with agencies on that list. Some form of cost or price analysis is made and documented in the procurement files in connection with every procurement action, including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the Agency must make independent estimates before receiving bids or proposals. Any purchases of \$90,000 and above require agency to follow Uniform Guidance standards.

(1) Cost Analysis. A cost analysis must be performed when the offeror is required to submit the elements (i.e., labor hours, overhead, materials, etc.) of the estimated cost, (e.g., under professional, consulting, and architectural and engineering services contracts, etc.).

A cost analysis will be necessary when adequate price competition is lacking and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or on the basis of prices set by law or regulation.

(2) Price Analysis. A price analysis may be used in all other instances to determine the reasonableness of the proposed contract price.

(3) Profit. The Agency will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the

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contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(4) Federal Cost Principles. Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with Federal cost principles. This applies to State-funded projects as well.

(5) Cost Plus Percentage of Cost Prohibited. The cost plus a percentage of cost and percentage of construction cost methods of contracting will not be used.

2.7.12 Records are maintained by Gaston County ACCESS that detail the history of each procurement. At a minimum, these records must include:

- The rationale for the method of procurement;
- Selection of contract type;
- Reasons for contractor selection or rejection; and
- The basis for the contract price.

The section on Methods of Procurement includes the documentation requirements for each threshold funding level.

2.7.13 Procurement documents and records are retained for at least five (5) years after project completion and are available to Federal and State awarding agencies, on request.

2.7.14 A system for contract administration is maintained to ensure contractor conformance with the terms, conditions and specifications of contracts or purchase orders and to ensure adequate and timely follow-up of all purchases. Consideration will be given to the type of contract and the specific requirements of each. As a general guide, the following will be monitored and documented:

- (1) Contractor conformance with the contract price.
- (2) Contractor conformance with the delivery and/or completion dates.
- (3) Compliance with the specifications of product or construction requirements.
- (4) Payment of any required security or performance deposits by the contractor.
- (5) Compliance with rules and regulations for contracts of the funding source.

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(6) Document whether contractors have met the terms, conditions and specifications of the contract.

2.7.15 Solicitations for goods and services provide for all of the following:

(1) Clear and accurate description of the technical requirements of the item/service being procured.

- Description must not contain features that unduly restrict competition.
- Description, whenever practicable, will be in the form of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards.
- Detailed product specifications should be avoided if at all possible.
- A "brand name or equal" description may be used as a means to define the performance or other salient characteristics of a procurement.

(2) Requirements that bidders must fulfill and all other factors to be used in evaluating bids or proposals.

(3) Acceptance of products and services dimensioned in the metric system of measurement, to the extent practicable.

(4) Preference for products and services that conserve natural resources and protect the environment and are energy efficient.

(5) Positive efforts are made to utilize Minority-owned Businesses.

- When only state funds are used, the solicitation must include Minority Business Enterprise (MBE) firms and/or Women Business Enterprise (WBE) firms.
- If the project is funded in part with federal funds, Disadvantaged Business Enterprise (DBE) firms must be solicited. UG requires agency to solicit MBE and WBE firms for any purchases \$5,000 and above.
- DBE project specific goals will be set for federally funded Construction Projects.
- Ensure DBEs are used to the fullest extent practicable.
- Make information on forthcoming opportunities available to encourage and facilitate participation by DBEs.
- Consider in contract process whether firms competing for larger contracts intend to subcontract with DBEs.

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- Encourage contracting with consortiums of DBEs when contract is too large for individual DBE.
- Use services/assistance of such organizations as Small Business Administration, local chamber of commerce, etc., in solicitation and utilization of DBEs.
- Document efforts and actions taken to utilize DBEs.

2.7.16 Time and material type contracts are used only:

- (1) After a determination that no other type of contract is suitable; and
- (2) If the contract specifies a ceiling price that the contractor shall not exceed except at its own risk.

3 Methods of Procurement

The procurement method to use will be determined by the estimated cost of the product/service being procured. The following funding threshold levels are based on Federal, State, and local laws and regulations.

3.1 < \$3,500(Micro-Purchases)

- May be made without obtaining price quotes; however, quotes are encouraged and should be obtained when feasible.
- Local procurement guidelines must be followed
- Equitable distribution among qualified suppliers
- No splitting of procurements to avoid competition
- Davis-Bacon Act applies to construction > \$2,000 (if funded in part with federal funds)
- Purchases must be approved by the ACCESS Transportation Coordinator. The approval authority (see Section 1) must ensure required procurement procedures were followed, funds are available, and that the procurement history file has been properly documented.
- Minimum documentation required:
 - How price was determined to be fair and reasonable (comparison of catalog/online prices, etc.) and which vendor was selected
 - Procurement History Form may be used to document
 - Vendor does not have to comply with Federal requirements, except if Federal funds are used for construction. The Davis-Bacon Act applies to costs of \$2,000 or more and requirement must be included with solicitation (quote/bid)
 - Document approval by authorized person before purchase

3.2 \$3,501- \$29,999 (Price Quotes)

- PTD must review new/adapted specifications prior to solicitation of new-type rolling stock. This requirement does not apply to the following:
 - Minivans
 - Conversion and Lift Vans
 - Center Aisle Vans and Standard Vans
 - Solicit at least 3 vendors/suppliers (may be telephone quotes, in person, fax, email, or in writing) Written quotes are required beginning at \$5,000.
 - Telephone quotes can be used when only state funds are involved and when the quote is less than \$5,000.

- If Federal funds are used, applicable Federal UG requirements must be included in the solicitation
 - When federal requirements must be included with the solicitation, the solicitation will typically need to be sent out by fax, email or in person, requiring a written response.
 - The complete set of federal requirements for all types of procurements can be found on PTD's web site, which are updated on an annual basis. <http://www.ncdot.gov/ncctransit/resources/default.html>
- Purchases must be approved by ACCESS Transportation Coordinator. The approval authority (see Section 1) must ensure required procurement procedures were followed, funds are available, and that the procurement history file has been properly documented
- A requisition for Purchase Order is required for all purchases of \$5,000 and up..
- PTD requires pre-award approval of the following. Submit Procurement Checklist, Procurement History Form, <https://connect.ncdot.gov/business/Transit/Pages/Transit-Financial-Management-Resources.aspx>, and all other documentation to PTD prior to purchase/award of:¹
 - New-type rolling stock. This requirement does not apply to Minivans, Conversion and Lift Vans, Center Aisle Vans and Standard Vans
 - Any "brand name" product or sole source purchase ≥ \$3,500
 - Single quote or bid received for purchases ≥ \$3,500
 - Any contract to other than apparent lowest bidder ≥ \$3,500
- Minimum documentation required:
 - Document quotes received (a minimum of 3 quotes must be received)
 - Quotes should be recent, solicited within the last 90 days. Vendor may offer a limited time on quotation. Be sure quotes are valid.
 - Minority firms must be solicited and documented
 - Document which vendor was selected--if vendor with lowest price is not selected, include basis/reason for selection (delivery date; better warranty/service; etc.); Pre-award approval by PTD required if not low bidder
 - Document approval by authorized person before purchase
 - Procurement History Form may be used to document
 - Complete Procurement Checklist and submit to PTD with reimbursement request²
 - Procurement Checklist must be submitted to PTD for prior approval on all purchases over \$3,501.

¹ This applies to all Section 5311, 5310, 5316, and 5317 projects and all State funded projects.

² This applies to all Section 5311, 5310, 5316, and 5317 projects and all State funded projects.

3.3 \$30,000 - \$89,999 (Informal Bids)

- PTD must review new/adapted specifications prior to solicitation of new-type rolling stock and ALL construction related procurements. : "New-Type" Rolling Stock excludes vehicles available on PTD contracts:
 - Minivans
 - Conversion and Lift Vans
 - Center Aisle Vans and Standard Vans
 - Light Transit Vehicles (Cutaway-type Bus)
- PTD must review drawings, designs, and/or description of work required **prior to solicitation** of construction, renovation, or facility improvement projects. **This includes the purchase or construction of bus shelters.**
- Solicit written quotes from at least 3 bidders or suppliers, including M/WBE for any purchases \$10,000 and over.
- Applicable Federal requirements and certifications must be included with solicitation, if funded in part with Federal funds.
 - The complete set of federal requirements for all types of procurements can be found on PTD's web site, which are updated on an annual basis. <http://www.ncdot.gov/ncctransit/resources/default.html>
- Purchases must be approved by the Purchasing Manager after approval by the DHHS Director, except sole-source purchases, which require approval from the Gaston County Board of Commissioners and Grantor (per UG). The approval authority or his designee (see Section 1) must ensure required procurement procedures were followed, funds are available, and that the procurement history file has been properly documented.
- PTD requires **pre-award approval** of the following. Submit Procurement Checklist, Procurement History Form, <https://connect.ncdot.gov/business/Transit/Pages/Transit-Financial-Management-Resources.aspx>, and all other documentation to PTD prior to purchase/award of:³
 - All procurements > \$30,000. Submit Procurement Checklist (History form may be included), and any related documentation for review.
- Minimum documentation required:
 - Minority-owned Business good faith efforts must be documented. Project specific goals may set for certain projects (construction projects with federal funds will need to have DBE goal set at DOT).
 - Document quotes solicited and quotes received (minimum of 2 quotes must be received)

³ This applies to all Section 5311, 5310, 5316, and 5317 projects and all State funded projects.

⁴ This applies to all Section 5311, 5310, 5316, and 5317 projects and all State funded projects.

- Quotes should be recent, solicited within the last 90 days. Vendor may offer a limited time on quotation. Be sure quotes are valid.
- Document which vendor was selected--if vendor with lowest price is not selected, include basis/reason for selection -- (delivery date; better warranty/service; etc.) and justification; Pre-award approval by PTD required if not low bidder
- Procurement History Form may be used to document/track but must maintain written documentation to support that each requirement was met
- Document approval by authorized person before purchase/ award, including any pre-award approval by PTD
- Submit Procurement Checklist to PTD with reimbursement request⁵

⁵ This applies to all Section 5311, 5310, 5316, and 5317 projects and all State funded projects.

3.4 Formal (Sealed) Bids

The formal (sealed) bidding process must be used when:

Funding source is:	& Procurement is for:	Projected & Cost is:
State/Local Funds <u>ONLY</u> :	Apparatus, Supplies, Materials, & Equipment	≥ \$ 90,000
	Construction	≥ \$500,000
Federal <u>AND</u> State/Local Funds:	Apparatus, Supplies, Materials, & Equipment (requires cost or price analysis)	≥ \$ 90,000
	Construction (requires adequate number of quotes plus M/WBE)	<u>\$10,000-</u> <u>\$249,999</u>
	Construction (requires cost or price analysis formal bid process)	<u>\$250,000-</u> <u>\$499,999</u>

- PTD must review all specifications prior to solicitation of equipment, supplies, apparatuses and new-type rolling stock.⁶ This requirement does not apply to the following:
 - Minivans
 - Conversion and Lift Vans
 - Center Aisle Vans and Standard Vans
 - Light Transit Vehicles (Cutaway-type Bus)
- PTD must review drawings, designs, and/or description of work required prior to solicitation of construction, renovation, or facility improvement projects. **This includes the purchase or construction of bus shelters.**
- Public advertisement (electronic ad may be used) for the bid, at least once, 7 days prior to opening
 - Project shall identify source of funding in advertisement, such as "Project will be funded in part with federal funding", or "Project will be funded with state and federal funding".

⁶ This applies to all Section 5311, 5310, 5316, and 5317 projects and all State funded projects.

⁷ This applies to all Section 5311, 5310, 5316, and 5317 projects and all State funded projects.

- The State's Purchase and Contract Division's Interactive Purchasing System (IPS) is an additional source for advertising bids. All public entities have this as a resource for placing their bids on this web site. This posting can provide opportunities to vendors across the state.
- All bids must be sealed and opened at stated time & place
- At least 3 suppliers/contractors must be solicited (in addition to ad, at least 3 must be notified)
- Applicable Federal requirements and certifications must be included with the bid, if funded in part with Federal funds.
 - The complete set of federal requirements for all types of procurements can be found on PTD's web site, which are updated on an annual basis. <http://www.ncdot.gov/ncctransit/resources/default.html>
- Additional requirements for construction procurements:
 - Minimum of 3 sealed bids must be received. If less than 3 bids are received, cannot open bids. Agency must advertise for bids again; and if as a result of the second advertisement, less than 3 competitive bids are received from reputable and qualified contractors, the agency may contract with the lowest responsible bidder, even if only one bid is received. PTD must review all bids prior to award.
 - Bid guarantee bond (5% of bid price)
 - Performance and payment bonds (100% of contract price)
 - MBE/WBE/DBE participation
 - Project specific DBE goal will be assigned for federally funded projects.
 - If only state funds are used for construction, the MBE/WBE goal will be the state's mandated 10% goal. Required steps must be taken to satisfy the MBE requirements in accordance with (G.S. 143-128.2(f)).
- Document advertisement for bids and document the number of bids solicited and number of bids received by completing Procurement History Form and Procurement Checklist for Formal Bids.
- Purchases must be approved by the Board of Commissioners or its designee. The approval authority or his designee (see Section 1) must ensure required procurement procedures were followed, funds are available, and that the procurement history file has been properly documented.
- PTD requires pre-award approval for **ALL** formal bid items. Submit Procurement Checklist, Procurement History Form, and all other documentation to PTD prior to the purchase/ award of contract.⁸

⁸ This applies to all Section 5311, 5310, 5316, and 5317 projects and all State funded projects.

- Award shall be made to the lowest responsive and responsible bidder(s). If recommendation is other than low bid, justification must be submitted along with above checklist and related documentation
- PTD must also pre-approve any contract modification that would change the scope of a contract or increase the contract amount up to or over the formal (sealed) bid threshold of \$90,000⁹
- Any or all bids may be rejected if there is a sound documented business reason
- Contract award will be made in writing to the lowest responsive and responsible bidder
- Bid responsiveness involves the question of whether the bid, as submitted, represents an unequivocal offer to do exactly what the Agency has specified, so that acceptance of the bid will bind the contractor to meet the Agency's requirements in all material aspects. Any and all bids judged to be non-responsive must be rejected. Examples of bids typically considered non-responsive include:
 - The bid fails to conform to material requirements;
 - The bid does not conform to applicable specifications (unless the invitation allowed alternates);
 - The bid fails to conform to delivery schedule or permissible alternates;
 - The bid imposes conditions that would modify the requirements of the invitation or limit the bidder's liability to the entity;
 - There is a condition of the bid which affects the substance of the bid (i.e., affects price, quantity, quality, or delivery of the items offered) or works an injustice on other bidders;
 - The bid contains prices for line items that are materially unbalanced, i.e., figures in the bid conflict with the total bid price;
 - date;
 - The bidder fails to furnish a bid bond or guaranty in accordance with the requirements of the invitation; or
 - Failure to submit Buy America Certification (required if over \$150,000, excluding service only contracts or software only purchases) or Transit Vehicle Manufacturer Certification with applicable rolling stock procurements. The submittal of both Buy America compliant and non-compliant Certifications in the same bid constitutes a non-responsive bid and the bid must be rejected. There are no remedies for these federal certification mistakes.
 - When there are lower bids than the bid being accepted for award, the award decision document must give the reasons for rejecting the lower bids. When there are equal low bids, the documentation must describe how the tie was broken.
- When specified in bidding documents, factors such as discounts, transportation costs, and life cycle costs may be considered in determining the award of the bid
- Payment discounts may be considered in awarding the bid when prior experience indicates that such discounts are usually taken

⁹ This applies to all Section 5311, 5310, 5316, and 5317 projects and all State funded projects.

- Minority-owned Business documentation required (Construction projects):
 - Minority Subcontractor form completed for DBE or MBE/WBE; total dollar amount indicated for each and then totaled at bottom.
 - Verification that DBEs or MBE/WBEs are certified on appropriate listings and have met goal.
 - Verification that bidder has submitted required forms for MBE/WBE for state funded project. Written documentation to support that each requirement was met.
 - Minority-owned Business good faith efforts must be recorded and documented if DBE goal or MBE/WBE goal was not met.
 - Documentation of good faith efforts (DBE/MBE/WBE) must be reviewed locally for completeness and then reviewed and approved by PTD prior to award of Contractor.
 - State Funded Projects Only - Documented efforts must be reported to the State Construction Office for MBE/WBE goal met or not met (County/City Procurement Office's responsibility)
 - NCDOT will be notified of DBE goal met or not met from PTD
 - Document approval by authorized person before purchase/award
- Minority-owned Business documentation required (All other procurements, including equipment, supplies, and services):
 - All solicitations must indicate that bids are open to all Minority Owned Businesses and that DBE/MBE/WBE Contractors or Subcontractors are encouraged to participate in the bid. A link to the appropriate web site should be listed in the advertisement or solicitation.
 - There are no goals set for federal or state funded projects for these types of procurements; however, every effort must be made to solicit from minority vendors.
 - A Minority Subcontractor form may be included with bids for state funded projects.
 - There is specific DBE language that must be included in bids with federal funds. PTD must be contacted for the latest and most up-to-date DOT language and forms to use in the bid.
 - After opening bids, the Subcontractor form listing DBEs or MBE/WBEs must be verified that they are certified and qualified to be counted toward the "state's goal or the DOT's DBE goal. Verified information must be included with documentation to PTD for review.
 - If the Vendor or Contractor has indicated "zero" on the appropriate Subcontractor form, then they are offering no DBE/MBE/WBE for this bid. Include this with your documentation to PTD for review.
 - NCDOT will be notified of Minority participation from PTD
 - Document approval by authorized person before purchase/award

3.5 Competitive Proposal/Request for Proposal (RFP)

The competitive proposal/request for proposal method of procurement is normally conducted with more than one source submitting an offer, i.e., proposal. Either a fixed price or cost reimbursement type contract is awarded. This method of procurement is generally used when conditions are not appropriate for the use of sealed bids. **Note that certain restrictions apply under North Carolina law for use of the RFP method and these restrictions and exceptions are discussed in sections 3.5.1 and 3.5.2 below.**

A request for proposals (RFP) typically includes all of the elements of an invitation for bids (IFB). The required feature that principally distinguishes the RFP from an IFB is the listing of evaluation factors. These evaluation factors typically include:

- Responsibility factors such as financial, human, and physical capacity to perform; and
- Technical factors such as the degree to which the proposer is expected (based on information submitted and available) to achieve the performance objectives, to provide the quality expected, and on the relative qualifications of the proposer's personnel.

Many RFPs go beyond listing these factors in order of importance, and also describe the evaluation process in detail—listing weights for each factor, illustrating the scoring method, and specifying the procedure for weighing price into the selection.

The purposes for disclosing of the evaluation process are so that:

- Offerors can more accurately respond to your needs rather than solely rely on the technical specifications alone;
- Proposers will be able to clearly present the information you need to conduct your evaluation; and
- The appearance of favoritism or unethical practice in offeror selection will be diminished.

The competitive proposal process involves a subjective evaluation process and discussions that are typically confidential. RFPs are typically publicized in newspapers and/or trade journals, and are issued to qualified mailing lists maintained in a manner similar to IFB lists.

- All RFPs must be reviewed by PTD prior to advertisement and solicitation. After evaluation of proposals, PTD shall review documentation of evaluation and recommended proposal prior to award.

3.5.1 Competitive Proposal/Request for Proposal (RFP) Method may not be used in lieu of an IFB for:

- Construction/repair work; or
- Purchase of apparatus, supplies, materials or equipment. (See 3.5.2 regarding information technology goods as services)

- **Exception:** A regional public transportation authority (RPTA), as defined in NCGS 160A, Article 26, or a regional transportation authority (RTA), as defined in NCGS 160A, Article 27, may use the competitive proposal method for the acquisition/purchase or lease of any apparatus, supplies, material, or equipment

Note—this only applies to RPTAs and RTAs created and governed by Article 26 or 27 of G.S. 160A. Furthermore, RPTAs and RTAs are not required to use the RFP method and should consider other available/allowable procurement methods and choose the most appropriate method.

- If RPTAs or RTAs (governed by Article 26 or 27 of G.S. 160A) use this procurement method, the following minimum requirements [G.S. 143-129(h)] apply:

- This method of procurement is generally used when conditions are not appropriate for the use of sealed bids;
- Procurement is normally conducted with more than one source submitting an offer or proposal;
- Either a fixed price or cost reimbursement type contract is awarded;
- Requests for proposals shall be publicized;
- All evaluation factors shall be identified along with their relative importance;
- Proposals shall be solicited from an adequate number of qualified sources;
- RPTAs/RTAs shall have a method in place for conducting technical evaluations of proposals received and selecting awardees, with the goal of promoting fairness and competition without requiring strict adherence to specifications or price in determining the most advantageous proposal;
- If Federal funds are used, applicable Federal requirements and certifications must be included in the solicitation
- The award may be based upon initial proposals without further discussion or negotiation or, in the discretion of the evaluators, discussions or negotiations may

be conducted either with all offerors or with those offerors determined to be within the competitive range, and one or more revised proposals or a best and final offer may be requested of all remaining offerors. The details and deficiencies of an offeror's proposal **may not** be disclosed to other offerors during any period of negotiation or discussion;

- The award shall be made to the responsible firm whose proposal is most advantageous to the RPTA's or the RTA's program with price and other factors considered;
- The award may require formal Board of Commissioners approval. The approval authority (see Section 1) must ensure required procurement procedures were followed, funds are available, and that the procurement history file has been properly documented; and
- The contents of the proposals shall not be public records until 14 days before the award of the contract.
- All RFPs must be reviewed by PTD prior to advertisement and solicitation. After evaluation of proposals, PTD shall review documentation of evaluation and recommended proposal prior to award.

Special Note: Prior to the issuance of the requests for proposals, the RPTA/RTA board/governing body (at a regularly scheduled meeting by formal motion) shall make findings of fact that the competitive proposal (RFP) method of procuring the particular apparatus, supplies, materials, or equipment is the most appropriate acquisition method. Additionally, before approving the contract, the board/governing body shall by formal motion certify that the requirements of G.S. 143-129(h) have been followed.

3.5.2

Competitive Proposal/Request for Proposal (RFP) Method of solicitation may be used (in addition to or instead of any other procedure available under North Carolina law) for the procurement of **information technology goods and services** [as defined in N.C.G.S. 147-33.81(2)]. This applies to electronic data processing goods and services, telecommunications goods and services, security goods and services, microprocessors, software, information processing, office systems, any services related to the foregoing, training, including installation, and consulting or other services for design or redesign of information technology supporting business processes. The following minimum requirements [G.S. 143-129.8] apply:

- Notice of the request for proposals shall be given in accordance with G.S. 143-129(b).
- All solicitations must indicate they are open to all Minority Owned Businesses and that DBE/MBE/WBE Contractors or Subcontractors are encouraged to participate. A link to the appropriate web site should be listed in the advertisement or solicitation.

- There is specific DBE language that must be included in proposals with federal funds. PTID must be contacted for the latest and most up-to-date DOT language and forms to be used with solicitation.
- Form must be completed and included with proposal.
- If Federal funds are used, applicable Federal requirements and certifications must be included in the solicitation
- Contracts shall be awarded to the person or entity that submits the best overall proposal as determined by the awarding authority. Factors to be considered in awarding contracts shall be identified in the request for proposals.
- The awarding authority may use procurement methods set forth in G.S. 143-135.9 in developing and evaluating requests for proposals.
- The awarding authority may negotiate with any proposer in order to obtain a final contract that best meets the needs of the awarding authority.
- Any negotiations shall not alter the contract beyond the scope of the original request for proposals in a manner that:
 - Deprives the proposers or potential proposers of a fair opportunity to compete for the contract; and
 - Would have resulted in the award of the contract to a different person or entity if the alterations had been included in the request for proposals.
- All RFPs must be reviewed by PTID prior to advertisement and solicitation. After evaluation of proposals, PTID shall review documentation of evaluation and recommended proposal prior to award.
- Proposals submitted shall not be subject to public inspection until a contract is awarded.
- The award may require formal Board of Commissioners approval. The approval authority (see Section 1) must ensure required procurement procedures were followed, funds are available, and that the procurement history file has been properly documented.

3.5.3 Competitive Proposal/Request for Proposal (RFP) Method, in accordance with FTA C 4220.1F, under the guidelines of *FTA Best Practices Procurement Manual*, should be used for procurements of professional services, such as consultants for planning activities and for transit system operations/management. Note that certain restrictions apply under North Carolina law for use of the RFP method and these restrictions and exceptions are discussed in sections 3.5.1 and 3.5.2. For all architectural, engineering, surveying, construction management at risk services, design-build services, and public-private partnership construction services, the qualifications-based competitive proposal process must be used—see 3.6 below.

When the RFP method is used for procurement of **professional services**, the following minimum requirements apply:

- Normally conducted with more than one source submitting an offer (proposal);
- Either fixed price or cost reimbursement type contract will be used;
- Generally used when conditions are not appropriate for use of sealed bids;
- Requests for proposals will be publicized;
- All evaluation factors will be identified along with their relative importance;
- Proposals will be solicited from an adequate number (3 is recommended) of qualified sources;
- All solicitations must indicate they are open to all Minority Owned Businesses and that DBE/MBE/WBE Contractors or Subcontractors are encouraged to participate. A link to the appropriate web site should be listed in the advertisement or solicitation.
 - There is specific DBE language that must be included in proposals with federal funds. PTID must be contacted for the latest and most up-to-date DOT language and forms to be used with solicitation.
 - Form must be completed and included with proposal.
- If Federal funds are used, applicable Federal requirements and certifications must be included in the solicitation
- A standard method must be in place for conducting technical evaluations of the proposals received and for selecting awardees;
- Awards will be made to the responsible firm whose proposal is most advantageous to the grantee's program with price and other factors considered;
- In determining which proposal is most advantageous, grantees may award to the proposer whose proposal offers the greatest business value (best value) to the agency. "Best value" is based on determination of which proposal offers the best tradeoff

between price and performance, where quality is considered an integral performance factor;

- All RFPs must be reviewed by PTD prior to advertisement and solicitation. After evaluation of proposals, PTD shall review documentation of evaluation and recommended proposal prior to award.
- Awards may require formal Board of Commissioners approval. The approval authority (see Section 1) must ensure required procurement procedures were followed, funds are available, and that the procurement history file has been properly documented.

3.6 Procurement of Architectural and Engineering Services (A&E) and Design/Build

For all architectural, engineering, design, or related services the Agency must use qualifications-based competitive proposal [Request for Qualifications (RFQ) in accordance with the Brooks Act] procedures unless the fee is expected to be less than \$50,000 (refer to 3.6.2 for exemption).

3.6.1 The Agency shall follow applicable statutes, N.C.G.S. 143-64.31-34 and FTA requirements set forth in 4220.1F, to retain a qualified, registered architect or professional engineer.

Qualifications-based competitive proposal procedures require that:

- An offeror's qualifications be evaluated;
- Qualifications-based competitive proposal procedures can only be used for procurement of the following services:
 - Program management
 - Construction management
 - Feasibility studies (engineering studies)
 - Preliminary engineering, design, architectural, engineering, surveying, mapping, and related services

*Note – Needs Assessment Studies (also referred to as Feasibility Study) do not qualify as a RFQ. It is a planning tool and is considered a RFP.

- All requests must indicate they are open to all Minority Owned Businesses and that DBE/MBE/WBE Contractors or Subcontractors are encouraged to participate. A link to the appropriate web site should be listed in the advertisement or solicitation.
 - There is specific DBE language that must be included in proposals with federal funds. PTD must be contacted for the latest and most up-to-date DOT language and forms to used with solicitation.
 - Form must be completed and included with proposal.

- If Federal funds are used, applicable Federal requirements and certifications must be included in the solicitation
- Price be excluded as an evaluation factor;
- Geographic location may be a selection criterion in procurements for A&E services provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.
- All RFQs must be reviewed by PTD prior to advertisement and solicitation. After evaluation, but prior to negotiations, PTD shall review documentation of evaluation and recommended offeror. If approved, system may move into negotiations and award.¹⁰
- Negotiations be conducted with only the most qualified offeror; and
- Failing agreement on price, negotiations with the next most qualified offeror be conducted until a contract award can be made to the most qualified offeror whose price is fair and reasonable to the grantee.
- Awards may require formal Board of Commissioners approval. The approval authority or his designee(see Section 1) must ensure required procurement procedures were followed, funds are available, and that the procurement history file has been properly documented.
- Written documentation must be maintained to support each step of the procurement process

3.6.2 Exemption from RFQ and formal procedures for securing A & E Services, N.C.G.S. 143-64.32.

- If professional fee is estimated to be less than \$50,000, the procedures listed above may be waived, in writing, by the Gaston County Board of Commissioners.
- If professional fee is estimated to be less than \$10,000, the County Manager or his designee may waive, in writing, the procedures listed at item (1) above, per Gaston County Resolution 2012-061.
 - A/E firms may be contacted directly.
 - One or more may be evaluated for qualifications
 - Negotiated contract

¹⁰ This applies to all Section 5311, 5310, 5316, and 5317 projects and **all** State funded projects.

- NCDOT Public Transportation Division involvement in selection and negotiation required.¹¹
- Written documentation must be maintained to support each step of the selection process.

3.7 **Procurement by Noncompetitive Proposal (Sole Source)**

The noncompetitive proposal method is defined as:

- Solicitation of a proposal from only one source; or
- After solicitation of a number of sources, competition is determined inadequate; or
- A contract change outside the scope of original contract is also considered a sole source procurement

Procurement by noncompetitive proposal may be used under the following circumstances:

- If the award of a contract is infeasible under competitive procedures;
- Item is only available from a single source;
- Emergency situation will not permit a delay in the purchase of item;
- Solicitation provides only one bid, and competition is determined to be inadequate;
- A cost analysis is required
- Establish a fair and reasonable profit margin
- If federal funds are used, applicable Federal requirements and certifications must be submitted to the vendor
- Sole source requires local governing board approval beginning at \$30,000.
- PTD must pre-approve all sole source procurements $\geq$ \$3,000¹²
- Written documentation must be maintained to support each step of the procurement process
- Standardization or compatibility is the overriding consideration.

¹¹ This applies to all Section 5311, 5310, 5316, and 5317 projects and **all** State funded projects.

¹² This applies to all Section 5311, 5310, 5316, and 5317 projects and **all** State funded projects.

3.8 **Contract Options (if approved by Grantor for UG)**

Options may be included in contracts. An option is a unilateral right in a contract by which, for a specified time, the purchaser may elect to purchase additional equipment, supplies, or services called for by the contract, or may elect to extend the term of the contract. If the choice is made to include options, the following requirements apply:

3.8.1 Evaluation of Options – option quantities or periods contained in the contractor's bid or offer must be evaluated in order to determine contract award. When options have not been evaluated as part of the award, the exercise of such options will be considered a sole source procurement

3.8.2 Exercise of Options – the Agency must ensure that the exercise of an option is in accordance with the terms and conditions of the option stated in the initial contract awarded. An option may not be exercised unless it is determined that the option price is better than prices available in the market or that the option is the more advantageous offer at the time the option is exercised.

4 Contract Provisions

All contracts shall include provisions to define a sound and complete agreement.

In addition, contracts and subcontracts shall contain contractual provisions or conditions that allow for the following:

4.1 Administrative, contractual, or legal remedies

In instances where contractors violate or breach contract terms, including sanctions and penalties as may be appropriate. (All contracts in excess of \$3,000.)

4.2 Termination for cause and for convenience

By the grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000.)

4.3 Statutory and Regulatory Requirements.

A current but not all-inclusive and comprehensive list of statutory and regulatory requirements applicable to grantee procurements (such as Davis-Bacon Act, Disadvantaged Business Enterprise, Clean Air, and Buy America) is contained in the FTA Master Agreement (available on the FTA Web site). The Agency is responsible for evaluating these requirements for relevance and applicability to each procurement. For example, procurements over \$150,000 involving the purchase of iron, steel and manufactured goods will be subject to the "Buy America" requirements in 49 C.F.R. Part 661. Further guidance concerning these requirements and suggested wording for contract clauses may be found in FTA's Best Practices Procurement Manual. Also, a matrix of the Federal clauses required in all contracts funded in part with FTA funds can be located at the end of FTA Circular 4220.1F, Appendix D, Section A. http://www.fta.dot.gov/documents/FTA_Circular_4220_-_Third_Party_Contracting_Guidance_-_7-1-10_final.pdf.

4.3.1 Applicability of third-party contract clauses based on type of procurement can be located at the same web site for the FTA Circular 4220.1F, Appendix D, in Section B.

4.3.2 Required federal certifications, reports, and forms can be located at the FTA web site: http://www.fta.dot.gov/funding/grants_financing_37.html

4.3.3 PTD maintains and updates the Federal and State requirements and Special Conditions on an annual basis for various types of procurements; these are available on our web site. <http://www.aecdot.gov/nctransit/resources/default.html>

4.4 Payment Provisions in Third-Party Contracts.

4.4.1 Advance Payments.

FTA does not authorize and will not participate in funding payments to a contractor prior to the incurrence of costs by the contractor unless prior written concurrence is obtained from FTA. There is no prohibition on a grant recipient's use of local match funds for advance payments. However, advance payments made with local funds before a grant has been awarded, or before

the issuance of a letter of no prejudice or other pre-award authority, are ineligible for reimbursement.

4.4.2 Progress Payments.

Grantees may use progress payments provided the following requirements are followed:

- (1) Progress payments are only made to the contractor for costs incurred in the performance of the contract.
- (2) The grantee must obtain adequate security for progress payments. Adequate security may include taking title, letter of credit or equivalent means to protect the grantee's interest in the progress payment.

4.5 Liquidated Damages Provisions.

A grantee may use liquidated damages if it may reasonably expect to suffer damages and the extent or amount of such damages would be difficult or impossible to determine.

The assessment for damages shall be at a specific rate per day for each day of overrun in contract time; and the rate must be specified in the third party contract. Any liquidated damages recovered shall be credited to the project account involved unless the FTA permits otherwise.

4.6 Contract Term Limitation.

Recipients of Federal and State public transportation funds are not allowed to enter into any contract for rolling stock or replacement parts with a period of performance exceeding five (5) years inclusive of options. All other types of contracts (supply, service, leases of real property, revenue and construction, etc.) should be based on sound business judgment. The establishment of contract terms and the extension of contract terms will be based on the minimum time necessary to accomplish the purpose of the contract. Additional factors to be considered include competition, pricing, fairness and public perception. Once a contract has been awarded, an extension of the contract term length that amounts to an out of scope change will require a sole source justification.

4.7 Tag-ons.

"Tag-ons" is a term describing the adding on to the contracted quantities (base and option) as originally advertised, competed, and awarded, whether for the use of the buyer or for others and then treating the add-on portion as though it met the requirements of competition. Tag-ons are **not permitted**.

4.8 Piggybacking.

Piggybacking is not allowable per UG requirements.

4.9 Non-Appropriations.

All contracts are subject to the Non-Appropriations policy. 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 Vendor, 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.

4.10 E-verify and ADA Certification.

All contracts must include an E-Verify Certification meeting the requirements of State of North Carolina and certification regarding compliance with all federal civil rights laws, including the applicable provisions of the Americans With Disabilities Act.

5 NCDOT Public Transportation Division Oversight Policy

As the State's designated agency for administering and disbursing Federal and State public transportation funds, PTD must ensure that its grantees comply with Federal and State procurement requirements. PTD notifies its grantees of Federal and State regulatory and statutory requirements, standards, policies, and procedures. Grant agreements between NCDOT and its grantees outline these basic requirements. Additionally, PTD provides technical assistance, written guidance and other resources to assist grantees in developing local procedures to comply with these requirements.

5.1 Grantee Self-Certification.

5.1.1 Direct recipients of FTA funding assistance must "self-certify" their compliance with Federal procurement requirements as part of the Annual Certification/Assurance Process. FTA monitors compliance with FTA C 4220.1F as part of its routine oversight responsibilities.

5.1.2 Federal Sections 5311, 5310, 5316, and 5317 applicants (sub-recipients of FTA funds), in the annual certification and assurances, must certify that their procurements and procurement systems will comply with all applicable requirements imposed by Federal laws, executive orders, or regulations and the requirements of FTA C 4220.1F, and other implementing requirements FTA may issue.

5.2 PTD Oversight.

Although FTA monitors compliance of direct recipients of FTA funding assistance, PTD has oversight responsibilities for Federal Sections 5310, 5311, 5316, and 5317 sub-recipients, regardless of whether the sub-recipient is also a direct recipient of FTA funding. Additionally, PTD must monitor grantees' compliance for all projects funded with State funds only. The requirements for PTD review and pre-award approval identified throughout this publication apply to all Federally fund projects and to all projects funded with State funds only, regardless of whether the grantee is also a direct recipient of FTA funding.

5.2.1 Review of Third-Party Contracts

In accordance with the grant agreement with NCDOT, unless otherwise authorized in writing by the Department, the grantee is prohibited from obligating itself in any manner with any **THIRD PARTY** with respect to its rights and responsibilities under the grant agreement without **prior written concurrence of the Department**. The grantee may not assign any portion of the work to be performed under the grant agreement without prior written concurrence of the Department. PTD requires its grantees to obtain approval from PTD prior to entering into contracts with third party contractors for the operation, administration, or management of a local public transportation program funded by PTD and prior to entering into lease agreements for the lease of public transportation funded assets. PTD will review other third party contracts at the request of the grantee and the grantee must make their procurement documents available for FTA and/or NCDOT review and require the same of their third-party contractors.

- Final executed copies of the third-party agreement must be forwarded to PTD for project file within 30 days of completion.

5.2.2 Review and Pre-award Approval¹³

As part of its oversight responsibilities, PTD has established the following requirements:

- (1) PTD must review new/adapted specifications prior to solicitation of equipment, supplies, apparatuses or new-type rolling stock. This requirement does not apply to the following:
 - Equipment, supplies, or apparatuses < \$30,000
 - Minivans
 - Conversion and Lift Vans
 - Center Aisle Vans and Standard Vans
 - Light Transit Vehicles (Cutaway-type Bus)
 - (2) PTD must review drawings, designs, and/or description of work required prior to solicitation of construction, renovation, facility improvement projects, or bus shelters.
 - Construction, renovations, improvements or shelters > \$30,000
 - (3) PTD requires pre-award approval of the following:
 - All new-type rolling stock (see exceptions above).
 - All construction projects ≥ \$30,000
 - Any “brand name” product or sole source purchase ≥ \$3,000.
 - Any contract to other than apparent lowest bidder ≥ \$3,000.
 - Any procurement ≥ \$90,000 (formal bids).
 - Any contract modification that would change the scope of a contract or increase the contract amount up to or over the formal (sealed) bid threshold of \$90,000.
- 5.2.3 Procurement System Reviews
- PTD will review grantees’ compliance with Federal and State requirements during the [Compliance, Capacity and Proficiency Review](#) and may recommend “best practices” in order to assist grantees in improving their procurement practices. Deficiencies will be documented, corrective actions will be monitored, and technical assistance will be provided to assist grantees in becoming compliant with all Federal and State requirements. Additionally, PTD provides procurement training and technical assistance at public transportation conferences, workshops, and during site visits.
- 5.2.4 Remedies for Noncompliance
- Failure to comply with Federal/State procurement requirements, whether stated in a Federal/State statute or regulation, the grantees’ Agreement, an assurance, in a State plan, or elsewhere, may result in PTD (or other State-funding agency) taking one or more of the following actions:
- Temporarily withhold payments pending correction of the deficiency;
 - Disallow all or part of the cost of the activity not in compliance;
 - Wholly or partly suspend or terminate the current award;
 - Withhold further awards for the program; or
 - Take other remedies that may be legally available.

¹³ This applies to all Section 5311, 5310, 5316, and 5317 projects and **all** State funded projects.

6 The Purchasing Process

The purchasing process is designed to provide a proper system of internal control over purchasing, to ensure that the proper authorizations are obtained before items are purchased, and to ensure that statutory requirements for purchasing are followed. A number of forms are generated as part of the purchasing process to document the validity of the purchases. This process and the documents used by this Agency are described in this section.

6.1 Purchase-Order System.

The basic document in the purchasing system is the purchase order. A purchase order must be obtained by the Department prior to making any purchases of \$5,000 or greater. No invoice may be honored for purchases \$5,000 or greater unless it is supported by a properly signed purchase order. The purchase order should be pre-numbered for control purposes and should include complete specifications or reference to specifications, as well as shipping and invoicing instructions. Copies of the approved purchase orders will be stored electronically in Gaston County’s electronic financial system MUNIS.

- The first step in the purchase order process is for the Department Head or his/her designee to solicit written quotes from various vendors following the applicable procedure in this policy document. For purchases at the formal level, coordinate with the Purchasing Division. Where a contract is required, the contract and contract control sheet must be executed prior to purchase order issue.
- A purchase requisition (request for a purchase order) should be prepared by the department head or the designated representative requiring the purchase and then electronically released into Requisition workflow. The requisition should indicate:
 - the vendor name, address and number
 - shipping address
 - requisition number
 - any special instructions for the vendor, a contract number and/or quote number when applicable
 - quantity and purchase description, with unit and extended cost,
 - freight cost or freight estimate
 - accounting code(s),
 - date required if applicable
 - Copies of approved purchase orders will be stored electronically in Gaston County’s electronic financial system MUNIS.
- If the commodity is financed with FTA funds passes through from NCDOT, the required federal clauses must be attached to the purchase order.
- The department submits the requisition and supporting paperwork (including the written quotes and DHHS Director approval) electronically to the Purchasing Division in order for a purchase order to be prepared.

6.3 Records.

The purchasing records should show materials/services that have been ordered but not delivered or paid for (open purchase orders). They also should furnish supporting information for the payment of claims. Purchasing records are invaluable in making future purchases because they show prices, quantities, and vendor performance on previous orders. Also, they aid in budgeting because they contain a record of quantities of each kind of purchase required during the preceding year. The accounting records, in turn, should show amounts encumbered and amounts expended, by accounting period, for purchased items. All units are encouraged to use encumbrances and purchase orders as part of their internal control system. Sometimes a common database is used for both the purchasing and accounting records, particularly in automated systems. In automated systems, the purchasing records are integrated with the general ledger accounting system.

6.4 Receiving.

The receipt of all goods and services by the Agency should be verified by the Department prior to electronically processing the payment. For construction projects, the Architect, Professional Engineer, or Construction Management Consultant overseeing the project will issue a report certifying that construction has been completed and approved. The Agency should not approve interim billings without monitoring the progress of construction projects. Also, with regards to services, the Agency should verify that the services are being performed before approving interim invoices.

6.5 Payment of Vendor's Invoices.

The Gaston County ACCESS Transportation Coordinator should electronically process payments on a timely basis (taking full advantage of vendor discounts). Coordinator shall review documents and data needed to consider/approve vendors' invoices. These documents/data include a copy of the purchase order with expected unit prices, receiving data (if not provided directly from the receiving department), returns/allowances data, and notification of any exceptions/discrepancies between goods ordered and those received.

- The pre-audit is done when the Purchasing Manager (Finance Director or Assistant County Manager), Financial Operations Manager, or Assistant Financial Operations Manager signs the purchase order.

- At a minimum, one copy of the purchase order should be generated.
 - One (1) copy is for the vendor and will be sent to ordering department to forward to vendor. Ordering department downloads the Purchase Order and issues to Vendor.
 - Payment is now processed by the department and released electronically with documentation for Finance to review and pay.

6.2 Procurement Cards and Agency Credit/Debit Cards.

6.2.1 Procurement Cards.

Procurement cards (also known as purchasing cards) enable a unit to make small purchases more quickly and efficiently by minimizing paperwork and processing time. Similar to VISA and MasterCard formats, procurement cards can be processed by vendors just like personal charge cards. Rather than making multiple small payments to many vendors, the organization writes one check to the card provider. Vendors receive payment within a few days of the transaction without extra paperwork. Posting information and transaction detail can be entered by the cardholder when monthly statements are reviewed prior to payment, thereby significantly reducing data entry tasks in accounts payable. Inventories can be reduced or eliminated, since items are now purchased when needed. As with any type of purchasing procedure, adequate controls must be established to ensure that public funds are expended properly. These include built-in transactional limits for any one card, cardholder education, pre-audit certification, and supervisory review procedures. Purchases can be limited by amount per transaction, total per time period, number of purchases per time period, Merchant Category Codes, etc. Each card can be encoded with specific controls unique to the cardholder's job responsibilities. These controls also can be enacted on individual, divisional, or departmental lines. Cardholder education includes informing card users of all procedures, regulations, etc. and the consequences of improper use. It is strongly recommended that cardholders sign acknowledgements that they have read and understand these rules prior to receipt of a card. Cardholders should also be trained to verify and code monthly statements to facilitate uploading of information into the accounting system. Sales tax for refund purposes can also be coded at this point. The purchases made via procurement cards are subject to the pre-audit certification requirements. Open purchase orders can be prepared to cover estimated procurement card expenditures over a specific period of time. Typically, a set amount will be encumbered to cover purchases through procurement cards during the period. After cardholders have verified and coded their monthly statements, supervisors should review the transactions and coded receipts. After departmental approval, procurement card details can be uploaded into the accounting system and the payment can be processed. Transaction data can be analyzed to determine trends and exceptions, and used for expenditure and budgeting projections.

7.2 Independent Cost Estimate

Contract Type: _____ Date of Estimate: _____
Description of Goods / Service: _____

Method of Obtaining the Estimate:

I have obtained the following estimate from

- ☐ Published Price List / Past pricing (date) _____
☐ Engineering or technical estimate
☐ Independent Third Party estimate
☐ Other (specify) _____

Cost Estimate Details:

Through the method stated above it has been determined that the total cost of the goods/services is expected to be: \$ _____. Details are shown below.

Cost of Standard Items			
Product	Cost (\$/ea) Delivered	Cost (\$/ea) No Freight	Notes / Data Source
A			

Cost of Services, Repairs, or Non-Standard Items					
Item / Task:	Other Direct Costs	Labor (rate, hours)	Labor Class	Allocated overhead	Profit
Materials					Total

Signature of Preparer:

The preceding cost estimate was obtained or prepared by: _____

[For complex items or tasks, attach detailed spreadsheet(s) explaining rationale.]

7.3 Responsibility Determination Form

Bid/RFP No: _____
Supplier: _____
Date: _____

For each of the areas described below, check that the appropriate research has been accomplished and provide a short description of the research and the results.

	Acceptable	Comment
1. Appropriate financial, equipment, facility, and personnel	☐ Yes ☐ No	
2. Ability to meet the delivery schedule	☐ Yes ☐ No	
3. Satisfactory period of performance	☐ Yes ☐ No	
4. Satisfactory record of integrity, not on debarred or suspended listings	☐ Yes ☐ No	
5. Receipt of all necessary data from supplier	☐ Yes ☐ No	

7.4 Fair and Reasonable Price Determination

FAIR AND REASONABLE PRICE DETERMINATION

I hereby determine the price to be fair and reasonable based on at least one of the following:

Check one or more:

- Found reasonable on recent purchase.
- Obtained from current price list.
- Obtained from current catalog.
- Commercial market sales price from advertisements.
- Similar in related industry.
- Personal knowledge of item procured.
- Regulated rate (utility).
- Other.

Comments:

Copy of purchase order, quotes, catalog page, price list, etc. is attached.

DHHS Director (or designee)

Date

Procurement Policy

7.5 SOW Template

Statement of Work Title: [Type text]

1.0 Project Background

Describe the need for the goods or services, the current environment, and the Transit Agency's key objective(s) as it relates to this requirement. Provide a brief description/summary of the goods or services sought.

Short statement of the problem to be resolved

Expected project duration

Transit Agency organizational units and/or key individuals involved in managing the project

Alternative solutions or implementation strategies evaluated

a) Transit Agency requires these products and/or services due to:

b) Transit Agency is attempting to complete a project on assistance in the: and requires supplier/contractor

c) The completion of this work will help Transit Agency:

Statement of Work Title: [Type text]

1.0 Project Background

Describe the need for the goods or services, the current environment, and the Transit Agency's key objective(s) as it relates to this requirement. Provide a brief description/summary of the goods or services sought.

Short statement of the problem to be resolved

Expected project duration

Transit Agency organizational units and/or key individuals involved in managing the project

Alternative solutions or implementation strategies evaluated

a) Transit Agency requires these products and/or services due to:

b) Transit Agency is attempting to complete a project on assistance in the: and requires supplier/contractor

c) The completion of this work will help Transit Agency:

2.1 Results

Indicate the key end results that the project will achieve when successfully executed. Measurable performance indicators for anticipated benefits may also be listed here.

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2.2 Anticipated Benefits
Describe what the organization will gain through completion of this project.
2.3 Business Processes Impacted
Review major changes in the way work will be conducted once the project is complete (if any).
2.4 Customers / End Users Impacted
Identify the specific individuals or groups whose work will be most affected during and after the project's execution.
3.0 Applicable Documents
List legal, regulatory, policy, security, and similar relevant documents. Include publication number, title, version, date and where the document can be obtained. If only certain portions of documents apply, state this. Indicate the definition of terms, if needed.

List any publications, manuals, and regulations that the supplier / contractor must abide by:	
a) [Type text]	
b) [Type text]	
c) [Type text]	
Definitions and Acronyms:	
4.0 Summary of Requirements	
These are the key tasks expected of the supplier / contractor according to the Schedule and the Statement of Work.	
List the key technical and functional requirements for the project. Highlight up to 20 requirements that you consider to be essential to the ultimate success of the project. Include the expected outputs / outcomes and performance standards.	
Write tasks to be performed in a logical and sequential arrangement of work to the extent possible. Describe the tasks in terms of outcomes expected, such as response time, cleanliness level, equipment up-time and functionality. Use "work" words, such as:	
1) Review ...	
2) Analyze...	
3) Repair ...	
4) Install...	
5) Construct...	
All tasks should have quantifiable or observable results.	
5.0 Schedule and Deliverables	
List all outputs / outcomes and submittals with specific due dates or time frames. Include type, quantity and delivery point (s). Include the acceptance criteria for each.	
Milestone or Major Project Deliverable	Planned Completion Date
6.0 Quality Assurance Plan	

Explain what the Transit Agency's quality expectations are, how (and how often) deliverables or services will be monitored and evaluated, and the process to follow when the outputs / outcomes are below performance standards.	
The following levels of quality are to be judged acceptable under this contract: a) All milestones or services will be achieved and all reports will be submitted on time in accordance with Section 5.0 of this SOW. a) All milestones, services, products or reports will meet the outcomes noted in Section 4.0 of this document. c) Supplier / Contractor work will be monitored by Transit Agency project and Contract Management Staff. d) Specific quality requirements for this contract are as follows: 1) On time delivery= [Type text] 2) Acceptable quality = [Type text] 3) Responsiveness = [Type text] 4) Service Level = [Type text]	

7.6 Sole Source Justification Form

Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids, or competitive proposals and at least one of the following circumstances applies:

Check one:

_____ The item is available only from a single source (sole source justification is attached).

_____ The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation (documented emergency condition is attached).

_____ FTA authorizes noncompetitive negotiations (letter of authorization is attached).

_____ After solicitation of a number of sources, competition is determined inadequate (record of source contacts is attached).

_____ The item is an associated capital maintenance item as defined in 49 U.S.C. §5307(a)(1) that is procured directly from the original manufacturer or supplier of the time to be replaced (price certification attached).

Comments:

_____ Independent Estimate and Cost Analysis are attached.

_____ DHHS Director (or designee)

_____ Date

COST ANALYSIS SUMMARY (For New Contracts Including Letter Contracts)				SUPPLIES AND/OR SERVICES TO BE FURNISHED			
(See Instructions Below)							
SOLICITATION #		PREPARER'S NAME, DEPARTMENT, TITLE, PHONE					
DIVISION(S) AND LOCATION(S) WHERE WORK IS TO BE PERFORMED		APPROVAL SIGNATURE					
DETAIL DESCRIPTION OF COST ELEMENTS							
1. DIRECT MATERIAL		Vendor A Proposal	Vendor B Proposal	Independent Estimate	Analysis		
A. PURCHASED PARTS							
B. SUBCONTRACTED ITEMS							
C. OTHER - (1) RAW MATERIAL							
(2) STANDARD COMMERCIAL ITEMS							
TOTAL DIRECT MATERIAL							
2. MATERIAL OVERHEAD (RATE: % x \$ BASE %)		Vendor A (\$)	Vendor B (\$)	Independent Estimate	Variance		
3. DIRECT LABOR							
ESTIMATED HOURS							
RATE/ HOUR							
TOTAL DIRECT LABOR							
4. LABOR OVERHEAD		Vendor A (\$)	Vendor B (\$)	Independent Estimate	Variance		
OH Rate							
X BASE (labor total above)							
TOTAL LABOR OVERHEAD							
5. OTHER DIRECT COSTS		Vendor A (\$)	Vendor B (\$)	Independent Estimate	Variance		
A. SPECIAL TOOLING/EQUIPMENT							
TOTAL SPECIAL TOOLING/EQUIPMENT							
B. TRAVEL							
(1) TRANSPORTATION							
(2) PER DIEM OR SUBSISTENCE							
TOTAL TRAVEL							

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ANALYSIS GUIDELINES

- A. Analyze Purchased Parts: Provide a consolidated price analysis of material quantities included in the various tasks, orders, or contract line items being proposed and the basis for pricing (vendor quotes, invoice prices, etc.).
- B. Subcontracted Items: Analyze the total cost of subcontract effort and supporting written quotations from the prospective subcontractors

(1) **Raw Material:** Review any materials in a form or state that requires further processing. Analyze priced quantities of items required for the proposal. Consider alternatives and total cost impact.

2. MATERIAL OVERHEAD

Verify that this cost is not computed as part of labor overhead (item 4) or General and Administrative (G&A) (Item 6).

3. DIRECT LABOR

Analyze the hourly rate and the total hours for each individual (if known) and discipline of direct labor proposed. Determine whether actual rates or escalated rates are used. If escalation is included, analyze the degree (percent) and rationale used.

Compare percentage of total that labor represents for each bid.

Analyze comparative rates and ensure these costs are not computed as part of G&A. Determine if Government Audited rates are available.

A. Special Tooling/Equipment. Analyze price and necessity of specific equipment and unit prices.

B. Travel. Analyze each trip proposed and the persons (or disciplines) designated to make each trip. Compare and check costs.

C. Individual Consultant Services. Analyze the proposed contemplated consulting. Compare to independent estimate of the amount of services estimated to be required and match the consultants' quoted daily or hourly rate to known benchmarks.

D. Other Costs. Review all other direct charge costs not otherwise included in the categories described above (e.g., services of specialized trades, computer services, preservation, packaging and packing, leasing of equipment and provide bases for pricing. Scan for duplication or omissions.

6. GENERAL AND ADMINISTRATIVE EXPENSE

See notes on labor overhead above and check whether the base has been approved by a Government audit agency for use in proposals.

7. ROYALTIES

If more than \$250, analyze the following information for each separate royalty or license fee; name and address of licensor; date of license agreement; patent numbers, patent application serial numbers, or other basis on which the royalty is payable; brief description (including any part of model numbers or each contract item or component on which the royalty is payable); percentage or dollar rate of royalty per unit; unit price of contract item; number of units; and total dollar amount of royalties.

8. SUBTOTAL ESTIMATED COST

Compare the total of all direct and indirect costs excluding Cost of Money and Fee or Profit. Note reasons for differences.

9. CONTRACT FACILITIES CAPITAL AND COST OF MONEY

Analyze the offerors' supporting calculations and compare to known standards.

10. SUBTOTAL ESTIMATED COST

This is the total of all proposed costs excluding Fee or Profit. Determine the competitive range. Question outliers.

11. FEE OR PROFIT

Review the total of all proposed Fees or Profit.

12. TOTAL ESTIMATED COST AND FEE OR PROFIT

Analyze the range of total estimated costs including Fee or Profit, and explain variance to independent estimate. Identify areas for negotiation or areas to be challenged. Explain your conclusions regarding fair and reasonable pricing.

13. DISCOUNTS

Review basis for Discounts and range between offers.

ATTACH NARRATIVE COST ANALYSIS MEMO ADDRESSING ITEMS AS INSTRUCTED ABOVE.

7.8 Price Analysis

PO / Contract: _____

The evidence compiled by a price analysis includes:

- Developing and examining data from multiple sources whenever possible that prove or strongly suggest the proposed price is fair.
- Determining when multiple data consistently indicate that a given price represents a good value for the money.
- Documenting data sufficiently to convince a third party that the analyst's conclusions are valid.

The pricing quoted on the attached sheet(s) is deemed to be fair and reasonable based on the following type of analysis:

- ____ Comparison with competing suppliers' prices or catalog pricing for the same item. (Complete comparison matrix and attach supporting quotes or catalog pages.)
- ____ Comparison of proposed pricing with in-house estimate for the same item. (Attach signed in-house estimate and explain factors influencing any differences found. Complete summary matrix.)
- ____ Comparison of proposed pricing with historical pricing from previous purchases of the same item, coupled with market data such as Producer Price Index or Inflation Rate over the corresponding time period. (Attach data and historical price record).

____ Analysis of price components against current published standards, such as labor rates, dollars per pound etc. to justify the price reasonableness of the whole. (Attach analysis to support conclusions drawn.)

SUMMARY MATRIX

Item	Proposed Pricing	Average Market Price	Competitor A	Competitor B	In-House Estimate	Other

DATE: _____ PREPARED BY: _____

Attachments:

Procurement Summary

PROCUREMENT MEMORANDUM

Date: _____ Completed by: _____
 PO / Contract No. _____
 Source of Funding: _____

Method of Procurement

Micro Purchase: _____ Competitive RFP: _____
 Small Purchase: _____ Sole Source: _____

 Justification if Non-Competitive: |

Reason for the Procurement

Contract Type:	Rationale for contract type:

Reason for Contractor selection or rejection:
Evaluation results were:
Lowest responsive, responsible bidder:

Basis for Contract Price:
 Accepted contractor's proposed pricing: _____
 Negotiated Price (attached memorandum) _____
 Other: _____

Cost / Price Analysis:
The price offered by the supplier was within _____ % of the independent estimate, and variance between the offers constituted a range of _____. The competitive range was determined to be from \$ _____
Pricing discrepancies between the offers was attributed to _____
Other sources/data used to affirm price reasonableness were _____

Summary of Responsibility and Responsiveness Checks

Award

Date of contract award: _____

Board Approval (Attach Meeting Minutes): _____

Change Orders
Identify each and summarize reason for change, dates, cost analysis, time impact, and modification number.

7.10 Procurement Decision Matrix

<u>Micro-purchase</u>	<u>Competitive Procurement</u>	<u>Sole Source</u>
Amount < \$3,500 Multiple Sources	Amount > \$3,500 Multiple Sources Not an Emergency	Approved by FTA OEM, Custom Item OR Only One Source OR Competition Inadequate after Solicitation OR Emergency/Public Exigency
<u>Small Purchase</u> Amount < \$100,000 Complete and Adequate Specification or Description Two or more quotes available	<u>Sealed Bid (IFBs)</u> Complete and Adequate Specification or Description Two or more responsible bidders willing to compete Selection can be made on the basis of price alone Firm Fixed Price Contract No discussion with bidders required after receipt of bids	<u>Type of Contract</u> Fixed price Firm fixed unit prices Cost plus fixed fee Time and materials Blanket purchase order Indefinite Delivery Indefinite Quantity (IDIQ)
<u>Competitive Proposals (RFPs)</u> Complete Specifications Not Feasible Bidder Input Needed Two or more responsible bidders willing to compete Discussion needed with bidders after proposals Fixed price can be set after discussions OR		

7.11 Change Order Review Checklist

Date	
Contract Number	
Contractor	
Contract Title	
Reviewer	
New Contract Total	
Change Order Number	
Dollar Value Increase	
Length of Time Extension Granted	
New Performance Period End Date	

Change Order Checklist	Category		Comment
	ND	D N/A	
1. In-House Estimate Prepared			
2. Project Manager Approval			
3. AWO Scope Meeting Held			
3a. Scope of Change Adequate for Bidding			
4. Contractor Proposal Includes Impact Costs, Price			
5. Cost Analysis Conducted			
5a. If Price > 10% of ICE, Evidence of MTA President Approval			
6. Negotiation Memorandum			
7. Written Record of Change			
7a. Signed Change Order in File			
8. Evidence of Board Approval Prior Initiation of Changed Work			
9. Notice to Proceed in file			
10. Work Authorized within Contract Scope			
11. No Evidence of Arbitrary Action			
Other Comment			

7.13 Contract Clause Matrix

APPLICABILITY OF THIRD PARTY CONTRACT PROVISIONS

(excluding micro-purchases, except Davis-Bacon requirements apply to contracts exceeding \$2,000)

PROVISION	Professional Services/A&E	Operations/ Management	Rolling Stock Purchases	Construction	Materials & Supplies
No Federal Government Obligations to Third Parties (by Use of a Disclaimer)	All	All	All	All	All
False Statements or Claims Civil and Criminal Fraud	All	All	All	All	All
Access to Third Party Contract Records	All	All	All	All	All
Changes to Federal Requirements	All	All	All	All	All
Iran Divestment Act- Note that effective 10/1/17, local governments will utilize NC Treasurer's IDA list to determine agencies that are prohibited from contracting.	>\$1000	>\$1000	>\$1000	>\$1000	>\$1000
Termination	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.
Civil Rights (Title VI, EEO, ADA)	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000
Disadvantaged Business Enterprises (DBEs)	All	All	All	All	All
Incorporation of FTA Terms	All	All	All	All	All
Debarment and Suspension	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000
Buy America			>\$100,000	>\$100,000	>\$100,000
Resolution of Disputes, Breaches,	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000

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or Other Litigation						
Lobbying	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Clean Air	>\$150,000	>\$150,000	>\$150,000	>\$150,000	>\$150,000	>\$150,000
Clean Water	>\$150,000	>\$150,000	>\$150,000	>\$150,000	>\$150,000	>\$150,000
Cargo Preference				For property transported by ocean vessel.	For property transported by ocean vessel.	For property transported by ocean vessel.
Fly America	For foreign air transport or travel.	For foreign air transport or travel.	For foreign air transport or travel.	For foreign air transport or travel.	For foreign air transport or travel.	For foreign air transport or travel.

PROVISION	Professional Services/A&E	Operations/ Management	Rolling Stock Purchases	Construction	Materials & Supplies
Davis-Bacon Act				>\$2,000 (including ferry vessels)	
Contract Work Hours and Safety Standards Act		>\$100,000 (except transportation services)	>\$100,000	>\$100,000 (including ferry vessels)	
Copeland Anti-Kickback Act Section 1 Section 2				All All exceeding \$2,000 (including ferry vessels)	
Bonding				\$100,000	
Seismic Safety	A&E for New Buildings & Additions			New Buildings	
Transit Employee Protective Arrangements		Transit Operations			
Charter Service Operations		All			
School Bus Operations		All			
Drug Use and Testing		Transit Operations			
Alcohol Misuse and Testing		Transit Operations			
Patent Rights	Research & Development				

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Rights in Data and Copyright Requirements	Research & Development	All	All	All	All	
Energy Conservation	All	Contracts for items designated by EPA, when procuring \$10,000 or more per year	Contracts for items designated by EPA, when procuring \$10,000 or more per year	Contracts for items designated by EPA, when procuring \$10,000 or more per year	Contracts for items designated by EPA, when procuring \$10,000 or more per year	
Recycled Products						
Conformance with ITS National Architecture	ITS Projects	ITS Projects	ITS Projects	ITS Projects	ITS Projects	
ADA Access	A&E	All	All	All	All	
Notification of Federal Participation for States	Limited to States	Limited to States	Limited to States	Limited to States	Limited to States	Limited to States

7.14 Federal Requirements and Special Conditions.

Attach current federal requirements:

Rolling Stock Purchases.

Operations/ Management Services

Equipment/Supplies/ Materials

Professional Services

Construction



Gaston County

Gaston County
Board of Commissioners
www.gastongov.com

DHHS - Social Services Division Board Action

File #: 19-245

Commissioner Chad Brown - DHHS (Social Services Division) - Approval of FY 2019-2020 Home and Community Care Block Grant (HCCBG) Funding Plan **(No Funding Appropriated Herein)**

STAFF CONTACT

Michael Coone - Adult & Aging Administrator - 704-862-7663

BUDGET IMPACT

Item is budgeted in the FY19-20 Budget

BUDGET ORDINANCE IMPACT

No funding appropriated herein.

BACKGROUND

Gaston County will receive \$1,162,552 in Home and Community Care Block Grant funds for FY2019-2020 to provide support services to older adults. The Home and Community Care Block Grant Advisory Committee met on March 12, 2019 to approve the best use of these funds. The Gaston County Health and Human Services Board reviewed the plan and voted on June 6, 2019 recommending approval of this funding plan. The Home and Community Care Block Grant Advisory Committee and the Gaston County Health & Human Services Board approved the FY2019-2020 funding plan, which allocates funds as follows: In-Home Aide, \$639,403; Congregate Nutrition, \$93,004; Home Delivered Meals, \$279,013; Transportation, \$116,255; and Adult Day Care, \$34,877. The funding of this allocation, as well as the County's requirements, is included in the Department of Health and Human Services FY2019-2020 Budget. ***(Note: In the event the grant funds expire, the County shall not assume budgetary responsibility for the program or any personnel associated with the program.)***

POLICY IMPACT

N/A

ATTACHMENTS

FY2019-2020 HCCBG Funding Plan

Home and Community Care Block Grant for Older Adults													
County Funding Plan													
Provider Services Summary													
DAAS-732 County: Gaston Budget Period: July 2019 through June 2020 Revision #:													
Services	Serv. Delivery (Check One)	Block Grant Funding			B	C	D	E	F	G	H	I	
		Access	In-Home	Other									Total
Transportation (General)	Direct	\$ 34,876	\$ -	\$ -	\$ 34,876	\$ 3,875	\$ 38,751	\$ -	\$ 38,751	5,192	\$ 7,4636	120	5,192
Transportation (Medical)	Direct	\$ 81,379	\$ -	\$ -	\$ 81,379	\$ 9,042	\$ 90,421	\$ -	\$ 90,421	11,673	\$ 7,7462	200	11,673
In-Home Aide-Level I - Home Management	Direct	\$ -	\$ 23,251	\$ -	\$ 23,251	\$ 2,583	\$ 25,834	\$ -	\$ 25,834	1,958	\$ 13,1950	12	2,256
In-Home Aide-Level II - Personal Care	Direct	\$ -	\$ 453,395	\$ -	\$ 453,395	\$ 50,377	\$ 503,772	\$ -	\$ 503,772	21,240	\$ 23,7183	158	33,183
In-Home Aide-Level III - Personal Care	Direct	\$ -	\$ 162,757	\$ -	\$ 162,757	\$ 18,084	\$ 180,841	\$ -	\$ 180,841	7,282	\$ 24,8339	54	10,280
Congregate Nutrition	Direct	\$ -	\$ -	\$ 93,004	\$ 93,004	\$ 10,334	\$ 103,338	\$ 20,250	\$ 123,588	4,959	\$ 20,8384	150	17,676
Home Delivered Meals	Direct	\$ -	\$ 279,013	\$ -	\$ 279,013	\$ 31,001	\$ 310,014	\$ 54,318	\$ 364,332	30,292	\$ 10,2341	450	46,616
Adult Day Care	Direct	\$ -	\$ 34,877	\$ -	\$ 34,877	\$ 3,875	\$ 38,752	\$ -	\$ 38,752	-	\$ -	51	-
	Direct	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	-
	Direct	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	-
	Direct	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	-
	Direct	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	-
	Direct	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	-
	Direct	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	-
Total		\$ 116,255	\$ 953,293	\$ 93,004	\$ 1,162,552	\$ 129,171	\$ 1,291,723	\$ 74,568	\$ 1,366,291	82,596		1,195	126,876

* Adult Day Care & Adult Day Health Care Proj. Service Cost/Rate			
	ADC	ADHC	
Daily Care	\$33.07	\$ 40.00	
Administrative	\$ 1.95		
Proj. Reimbursement Rate	\$35.02	\$ 40.00	
Administrative %	5.90%	0.00%	

Certification of required minimum local match availability.			
Required local match will be expended simultaneously with Block Grant Funding.			
Authorized Signature, Title	Community Service Provider	Signature, Chairman, Board of Commissioners	Date
<i>[Signature]</i>	4/30/19	<i>[Signature]</i>	4/30/19

County

July 1, 2019 through June 30, 2020

County Funding Plan

County Services Summary

Services	A			B	C	D	E	F			G	H	I					
	Block Grant Funding							Required Local Match	Net Service Cost	USDA Subsidy				Total Funding	Projected HCCBG Units	Projected Reimbursement Rate	Projected HCCBG Clients	Projected Total Units
	Access	In-Home	Other															
Transportation (General)	\$ 34,876	\$ -	\$ -	\$ 34,876	\$ 3,875	\$ 38,751	\$ -	\$ 38,751	3,340	\$ 11.6021	120	3,340						
Transportation (Medical)	\$ 81,379	\$ -	\$ -	\$ 81,379	\$ 9,042	\$ 90,421	\$ -	\$ 90,421	7,450	\$ 12.1370	200	7,450						
In-Home Aide-Level I – HM	\$ -	\$ 23,251	\$ -	\$ 23,251	\$ 2,583	\$ 25,834	\$ -	\$ 25,834	1,454	\$ 17.7719	12	1,675						
In-Home Aide-Level II - PC	\$ -	\$ 453,395	\$ -	\$ 453,395	\$ 50,377	\$ 503,772	\$ -	\$ 503,772	21,240	\$ 23.7183	158	33,183						
In-Home Aide-Level III - PC	\$ -	\$ 162,757	\$ -	\$ 162,757	\$ 18,084	\$ 180,841	\$ -	\$ 180,841	6,574	\$ 27.5100	54	9,280						
Congregate Nutrition	\$ -	\$ -	\$ 93,004	\$ 93,004	\$ 10,334	\$ 103,338	\$ 34,875	\$ 138,213	8,541	\$ 12.0997	150	30,442						
Home Delivered Meals	\$ -	\$ 279,013	\$ -	\$ 279,013	\$ 31,001	\$ 310,014	\$ 57,318	\$ 367,332	31,965	\$ 9.6984	450	49,191						
Adult Day Care	\$ -	\$ 34,877	\$ -	\$ 34,877	\$ 3,875	\$ 38,752	\$ -	\$ 38,752	1,107	\$ 95.0217	51	3,092						
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -		\$ -						
				\$ -	\$ -	\$ -		\$ -	\$ -	\$ -		\$ -						
				\$ -	\$ -	\$ -		\$ -	\$ -	\$ -		\$ -						
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Signature, Chairman, Board of Commissioners

Date:



Gaston County

Gaston County
Board of Commissioners
www.gastongov.com

DHHS - Social Services Division Board Action

File #: 19-247

Commissioner Chad Brown - DHHS (Social Services Division) - To Accept and Appropriate Third Quarter Donations for Various Programs within Social Services in the Amount of \$10,115 (**100% Donations**)

STAFF CONTACT

Angela Karchmer - DHHS Social Services Director - 704-862-7930

BUDGET IMPACT

Appropriate Donated revenues. No additional County funds.

BUDGET ORDINANCE IMPACT

Increase revenues by \$10,115 and appropriate \$10,115 into Special Programs account.

BACKGROUND

During the third quarter of FY2018-2019, Gaston County citizens and organizations donated a total of \$10,115 to the Department of Health and Human Services - Social Services Division for various programs such as the DV Shelter, Nutrition, Adult Services, Child Services, Employee Activities and Child Advocacy Center. The funding must be appropriated into the FY2018-2019 Social Services Budget in order to be used as intended by donors.

POLICY IMPACT

N/A

ATTACHMENTS

Budget Change Request

GASTON COUNTY BUDGET CHANGE REQUEST

TO: Earl Mathers COUNTY MANAGER

FROM: 5585/5600 DHHS- Social Services

Dept. # Department Name

Chris Dobbins 6/4/2019

Department Director's Name 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

ACCOUNT DESCRIPTION (As it appears in the budget)	ACCOUNT NUMBER	PROJECT xxxxxx	AMOUNT
	Fund - Function - Dept - Division - Object		Whole Dollars Only
	xxx - xx - xxxx - xxxx - xxxxx		(See Note Below)
CAC: Donations	020-05-5585-0000-415001-		(235)
Employee Activity Donations	020-05-4790-0000-415001-	18142	(300)
Adult Services: Donations	020-05-5600-0000-415001-		(1,883)
Nutrition: Donations	020-05-5622-0000-415003-		(1,372)
Adoptions: Donations	020-05-5471-0000-415001-	19072	(750)
Special Programs:Donations CAC	020-05-5585-0000-560000-	16282	235
Employee Activity Donations	020-05-4790-0000-560000-	18142	300
Gastonia Adult Day Care	020-05-5600-0000-560000	15261	486
Special Programs:Donations- Adult Serv	020-05-5600-0000-560000-	08159	1,397
Special Programs:Donations- Nutrition	020-05-5600-0000-560000-	15259	1,372
Special Programs:Donations-Adoptions	020-05-5471-0000-560000-	19072	750

JUSTIFICATION FOR REQUEST:

During the months of February though May 2019, Gaston County citizens and organizations donated a total of \$10,115 to the Department of Health and Human Services - Social Services Division for various programs. The funding must be appropriated into the FY2018-2019 Social Services Budget in order to be used as intended by donors.

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.

ACCOUNT DESCRIPTION (As it appears in the budget)	ACCOUNT NUMBER Fund – Function – Dept – Division – Object – Project XXX – XX – XXXX – XXXX – XXXXX – XXXXXX	AMOUNT Whole Dollars Only (See Note Below)
Shelter Donations	020-05-5582-0000-415001-	(5,575)
Shelter Donations	020-05-5582-0000-560000-08162	5,575



Gaston County

Gaston County
Board of Commissioners
www.gastongov.com

Emergency Management Board Action

File #: 19-211

Commissioner Chad Brown - Emergency Management - To Accept and Appropriate NC Tier II Noncompetitive Grant FY2019 for LEPC Support in the Amount of \$1,000

STAFF CONTACT

Keith Rapp - Emergency Management - 704-862-6240

BUDGET IMPACT

Appropriate state grant revenues and to increase revenue expenses by \$1,000. No additional County funds.

BUDGET ORDINANCE IMPACT

Increase revenue by \$1,000 and appropriate \$1,000 into expense account. Minimal impact to current budget

BACKGROUND

Emergency Management has been awarded a NC Tier II Noncompetitive grant FY19 (\$1,000) by North Carolina Department of Public Safety. These funds are provided by the State of North Carolina to provide support for Gaston County Emergency Management's Local Emergency Planning Committee (SARA). No additional appropriation of County funds is required. Grant period ends 12/31/2019 and therefore requires any remaining funds at 6/30/2019 be carried forward to FY20.

POLICY IMPACT

N/A

ATTACHMENTS

Budget Change Request; NCDPS Grant Notification

GASTON COUNTY BUDGET CHANGE REQUEST

TO: Earl Mathers COUNTY MANAGER

FROM: 4330 Emergency Management
Dept. # Department Name

Keith Rapp 05/30/2019
Department Director's Name 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

ACCOUNT DESCRIPTION (As it appears in the budget)	ACCOUNT NUMBER	AMOUNT
	Fund - Function - Dept - Division - Object - Project	Whole Dollars Only
	xxx - xx - xxxx - xxxx - xxxxx - xxxxxx	(See Note Below)
FY 19 Tier II Non-Competitive Grant	010-02-4330-0000-425109-19577	(1,000)
FY19 Tier II Non-Competitive Grant	010-02-4330-0000-560000-19577	1,000

JUSTIFICATION FOR REQUEST:

Emergency Management has been awarded a NC Tier II Noncompetitive grant FY19 (\$1,000) by North Carolina Department of Public Safety. These funds are provided by the State of North Carolina to provide support for Gaston County Emergency Management's Local Emergency Planning Committee. No additional appropriation of County funds is required. Grant period ends 12/31/2019 and therefore requires any remaining funds at 6/30/2019 to be carried forward to FY20.

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 Department of Public Safety

Emergency Management

Roy Cooper, Governor
Erik A. Hooks, Secretary

Michael A. Sprayberry, Director

NC Tier II Grant Fiscal Year 2019

Grant#: T2-2019

SUBAWARD NOTIFICATION

Keith Rapp

Gaston County
615 N. Highland Street
Gastonia, NC 28052-2179

Period of Performance: January 1, 2019 to December 31, 2019

Project Title: LEPC Support

Total Amount of Award: \$1,000.00

MOA #: 1926

North Carolina Emergency Management (NCEM) is pleased to inform you that the federal Fiscal Year (FY) 2019 NC Tier II Grant has been approved for funding. In accordance with the provisions of FY 2019 NC Tier II Noncompetitive award, NCEM hereby awards to the foregoing sub-recipient a grant in the amount shown above.

Payment of Funds: The grant shall be effective upon final approval by NCEM of the grant budget and program narrative and the execution of the forthcoming Memorandum of Agreement. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

Conditions: The sub-recipient shall understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. Sub-recipient shall also certify the understanding and agreement to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the 2 CFR 200 and all applicable laws governing these funds and all other federal, state and local laws; that all information is correct; that there has been appropriate coordination with affected agencies; that sub-recipient is duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the sub-recipient; and that all agencies involved with this project understand that federal funds are limited to the period of performance. Sub-recipient must read and sign forthcoming Memorandum of Agreement for acceptance of the award.

For projects involving construction or the installation of equipment:

Prior to funds being expended from this award the sub-recipient must complete and submit an Environmental Planning and Historical Preservation form to NCEM for approval. On receipt of the approval letter from NCEM the sub-recipient may begin to expend grant funds.

Supplanting: The sub-recipients confirm that sub-grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, the sub-recipient will certify that the receipt of federal funds through NCEM shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

GRANT AWARD NOTICE: THIS AWARD IS SUBJECT TO THE GRANT SPECIAL CONDITIONS AND FINAL APPROVAL BY THE DEPARTMENT OF PUBLIC SAFETY, NORTH CAROLINA EMERGENCY MANAGEMENT GRANT PROGRAM BUDGET AND NARRATIVE



MAILING ADDRESS
4236 Mail Service Center
Raleigh NC 27699-4236
www.readync.org
www.ncdps.gov

OFFICE LOCATION
1636 Gold Star Drive
Raleigh, NC 27607-3371
Telephone: (919) 825-2500
Fax: (919) 825-2685



North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Erik A. Hooks, Secretary

Michael A. Sprayberry, Director

NC Tier II Noncompetitive Grant

Fiscal Year 2019

Grant#: T2-2019

Memorandum of Agreement (MOA)

between

Grantor:

State of North Carolina
Department of Public Safety
Emergency Management

Recipient:

Gaston County
Tax ID/EIN #:
Duns #:

MOA #: 1926

DPS fund code: 1506-8064

Award amount: \$1,000.00

Period of performance: January 1, 2019 to December 31, 2019

1. Purpose

This grant award supports the hazardous material preparedness activities of Local Emergency Planning Committees (LEPCs) as defined in the Emergency Planning and Community Right-to-Know Act (EPCRA). These funds are to be used by your county's or region's LEPC for hazardous materials emergency response planning, training, and related exercises. See Attachment 1: Allowable Expenditures.

2. Authority

In accordance with the provisions of N.C.G.S. §166A-29.1, North Carolina Emergency Management hereby awards to the foregoing Recipient a grant in the amount shown above.

3. Compensation

The Grantor agrees that it will pay the Recipient complete and total compensation for the services to be rendered by the Recipient. Payment to the Recipient for expenditures under this Agreement will be reimbursed after the Recipient's cost report, detailed invoices, and proof of payment are submitted and approved for eligible expenses. These documents must be submitted no later than January 31, 2020. The original signed copy of this MOA must be signed by the Official(s) authorized to sign below and returned to North Carolina Emergency Management no later than 45 days after the award date. The grant shall be effective upon return of the executed Memorandum of Agreement and final approval by North Carolina Emergency Management of the grant budget.

4. Conditions

The funds awarded under this grant must only be used by your county's or region's LEPC for the purposes of hazardous materials emergency response planning, training and exercises, as mandated in N.C.G.S. § 166A-29.1. Furthermore, the use of these funds must meet one or more of the follow criteria:

- A. Support costs incurred facilitating LEPC meetings (e.g. printing, general office supplies, food and non-alcoholic beverages)
- B. Support regional LEPC meetings and collaboration
- C. Enhance LEPC outreach efforts or produce promotional materials
- D. Host or support local and regional LEPC conferences

- E. Create or update hazardous material emergency response plans
- F. Support local or regional hazardous materials response exercises
- G. Support purchases of equipment necessary to support the LEPC and its mission

Purchases of equipment must be pre-approved in writing by the NCEM Hazardous Materials Group

- H. Under no circumstances are the following items eligible for funding under this grant:
 - Salaries or benefits for any employee
 - Drone aircraft or unmanned aerial vehicles
 - Support for programs not focused on hazardous materials preparedness

5. Regulation

The funds awarded under this grant must be used in compliance with all applicable state and federal laws to include compliance with N.C.G.S. §§ 143C-6-22, 143C-6-23 and 09 NCAC 03M. By accepting this payment, the Recipient agrees to use these funds in a manner consistent with state laws and regulations.

6. Taxes

Recipient shall be responsible for all taxes.

7. Warranty

As an independent recipient, the Recipient will hold the Grantor harmless for any liability and personal injury that may occur from or in connection with the performance of this Agreement to the extent permitted by the North Carolina Tort Claims Act. Nothing in this Agreement, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this Agreement. This Agreement does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This Agreement is intended for the sole and exclusive benefit of the parties hereto. This Agreement is not made for the benefit of any third person or persons. No third party may enforce any part of this Agreement or shall have any rights hereunder. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina. Nothing in this Agreement is intended to conflict with current laws or regulations of the State of North Carolina, Department of Public Safety, North Carolina Emergency Management, or the Recipient. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

8. Points of contact

To provide consistent and effective communication between the Grantor and Recipient, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this MOA. The Department of Public Safety, North Carolina Emergency Management contact shall be, Assistant Director for Administration, Grants Management Branch Staff, and NCEM Field Branch Staff. The Recipient's point of contact shall be the person designated by the Recipient.

9. Public record access

This agreement may be subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes.

10. Situs

This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement shall be filed in State Court in Wake County, North Carolina.

11. Antitrust laws

This Agreement is entered into in compliance with all State and Federal antitrust laws.

12. Other provisions/severability

Nothing in this Agreement is intended to conflict with current laws or regulations of the State of North Carolina, Department of Public Safety, North Carolina Emergency Management, or the Recipient. If a term

of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

13. Compliance

Recipient shall be wholly responsible for the purchases to be made under this MOA and for the supervision of its employees and assistants. Recipient shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this MOA.

14. Entire agreement

This agreement and any annexes, exhibits and amendments annexed hereto and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral and written statements or agreements.

15. Modification

This agreement may be amended only by written amendments duly executed by the Grantor and the Recipient.

16. Termination

The terms of this agreement, as modified with the consent of all parties, will remain in effect until December 31, 2019. Either party upon thirty (30) days advance written notice to the other party may terminate this agreement. Upon approval by NCEM Hazardous Materials Group and the issuance of the Grant Adjustment Notice, if this MOA is extended, the termination date for the extension will be the date listed in the applicable Grant Adjustment Notice. Failure to provide applicable cost reports, proof of payment and/or a deobligation request letter by January 31, 2020 will result in an automatic deobligation of grant funds.

17. Execution and effective date

This grant shall become effective upon return of this original Memorandum of Agreement, properly executed on behalf of the Recipient, to North Carolina Emergency Management and will become binding upon execution of all parties to the Agreement. The terms of this Agreement will become effective January 1, 2019. The last signature shall be that of Erik A. Hooks, Secretary for the North Carolina Department of Public Safety.

18. Certification of eligibility - Under the Iran Divestment Act

Pursuant to N.C.G.S. § 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, N.C.G.S. § 147-86.55 et seq.* requires that each vendor, prior to contracting with the State certifies, and the undersigned on behalf of the Vendor does hereby certify, to the following:

- A. That the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran
- B. That the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List
- C. That the undersigned is authorized by the Vendor to make this Certification

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-divestment-Act-resources.aspx> and will be updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, direct questions to (919) 814-3852.

IN WITNESS WHEREOF, the parties have each executed this Agreement and the parties agree that this Agreement will be effective as of January 1, 2019.

N.C. DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT
1636 GOLD STAR DR
RALEIGH, NC 27607

GASTON COUNTY
615 N. HIGHLAND STREET
GASTONIA, NC 28052-2179

DocuSigned by:

Michael A. Sprayberry, Director
North Carolina Emergency Management

APPROVED AS TO PROCEDURES

DocuSigned by:

William Polk, Assistant General Counsel
Reviewed for the Department of Public
Safety, by William Polk, DPS Assistant
General Counsel, to fulfill the purposes of the
North Carolina Tier II Grant Program

James J. Cherokee, Controller
North Carolina Department of Public Safety

Erik A. Hooks, Secretary
North Carolina Department of Public Safety

THIS MOA WAS PREVIOUSLY APPROVED AS TO FORM BY THE NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY FOR THE 2019 TIER II GRANT PROGRAM ONLY AND IS SUBJECT TO EXECUTION BY ERIK A. HOOKS, SECRETARY OF THE DEPARTMENT OF PUBLIC SAFETY. THIS MOU/MOA SHOULD NOT BE USED FOR OTHER MOUs/MOAs EXCEPT FOR THE TIER II GRANT.

Attachment 1



North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Erik A. Hooks, Secretary

Michael A. Sprayberry, Director

FY2019 Tier II Grants: Allowable Expenditures

Tier II grants that are awarded may provide Local Emergency Planning Committees (LEPCs) the funding options to expand the scope of their hazardous materials emergency preparedness programs. Expansion through response planning, training and related exercises are allowed, and may include fixed facility planning. LEPC(s) that applied for competitive and/or noncompetitive Tier II grants and that were selected/approved for an award were each awarded grant funds from the hazardous materials facility fees collected during the Tier II reporting period. The grant funds are to be used for hazardous materials emergency response planning, training and related exercises, with some conditions and limitations.

The funds awarded under this grant are only allowed for use by your county LEPC or regional LEPC and must fall under one or more of the following categories:

- Supporting costs incurred facilitating LEPC meetings (e.g. printing, general office supplies, food and non-alcoholic beverages)
- Supporting regional LEPC meetings and collaboration
- Enhancing LEPC outreach efforts or produce promotional materials
- Hosting or supporting local and regional LEPC conferences
- Creating or updating hazardous material emergency response plans
- Supporting local or regional hazardous materials response exercises
- Supporting purchases of equipment necessary to support the LEPC
- Supporting hazardous material risk assessments currently being conducted by North Carolina Emergency Management
- Subscription- HazMat related website, (e.g. MSDS online, Chemtrac) for approved list of eligible subscriptions contact NCEM Hazmat prior to purchase of subscription at hazmat@ncdps.gov

All equipment purchases must have prior written approval.

Allowable expenditures are in accordance with the provisions of N.C.G.S. §166A-29.1.

Tier II grants may not be used for salaries or benefits for any employee, drone aircraft or unmanned aerial vehicles, items intended as gifts, or support for programs not focused on hazardous materials preparedness.

LEPCs have until December 31, 2019 to spend these funds. All requests for reimbursement must include a cost report, invoices, proof of payment, and an AAR and/or revised plans if applicable to their approved project. Reimbursement requests must be submitted to NCEM no later than January 31, 2020. For questions regarding the grant contact the NCEM Grants Branch at NCEMgrants1@ncdps.gov

MAILING ADDRESS:
4236 Mail Service Center
Raleigh NC 27699-4236
www.ncdps.gov
www.readync.org



OFFICE LOCATION:
1636 Gold Star Drive
Raleigh, NC 27607-3371
Telephone: (919) 825-2500
Fax: (919) 825-2685

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Gaston County

Gaston County
Board of Commissioners
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Emergency Management Board Action

File #: 19-236

Commissioner Chad Brown - Emergency Management - To Accept and Appropriate a NC Tier II Competitive Grant FY2019, in the Amount of \$10,000, for Preparedness, Training and Exercises Conducted by Emergency Management

STAFF CONTACT

Keith Rapp - Emergency Management - 704-862-6240

BUDGET IMPACT

Appropriate state grant revenues and to increase revenue expenses by \$10,000. No additional County funds.

BUDGET ORDINANCE IMPACT

Increase revenue by \$10,000 and appropriate \$10,000 into expense account. Minimal impact to current budget.

BACKGROUND

Emergency Management has been awarded a NC Tier II Competitive grant FY 19 (\$10,000) by North Carolina Department of Public Safety. These funds are provided by the State of North Carolina to provide support for Gaston County Emergency Management's training and exercises for emergency preparedness.

POLICY IMPACT

N/A

ATTACHMENTS

Budget Change Request; NCDPS Grant Notification

GASTON COUNTY BUDGET CHANGE REQUEST

TO: Earl Mathers COUNTY MANAGER

FROM: 4330 Emergency Management
Dept. # Department Name

Keith A. Rapp 05/31/2019
Department Director's Name 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

ACCOUNT DESCRIPTION (As it appears in the budget)	ACCOUNT NUMBER	AMOUNT
	Fund - Function - Dept - Division - Object - Project	Whole Dollars Only
	xxx - xx - xxxx - xxxx - xxxxx - xxxxxx	(See Note Below)
FY19 Tier II Competitive Grant	010-02-4330-0000-425109-19578	(10,000)
FY19 Tier II Competitive Grant	010-02-4330-0000-560000-19578	10,000

JUSTIFICATION FOR REQUEST:

Emergency Management has been awarded a NC Tier II Competitive grant FY19 (\$10,000) by North Carolina Department of Public Safety. These funds are provided by the State of North Carolina to provide support for Gaston County Emergency Management's training and exercises for emergency preparedness.

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 Department of Public Safety

Emergency Management

Roy Cooper, Governor
Erik A. Hooks, Secretary

Michael A. Sprayberry, Director

NC Tier II Grant Fiscal Year 2019

Grant#: T2-2019

SUBAWARD NOTIFICATION

Keith Rapp

Gaston County
615 N. Highland Street
Gastonia, NC 28052-2179

Period of Performance: January 1, 2019 to December 31, 2019

Project Title: Preparedness and RTK Campaign

Total Amount of Award: \$10,000.00

MOA #: 1973

North Carolina Emergency Management (NCEM) is pleased to inform you that the federal Fiscal Year (FY) 2019 NC Tier II Grant has been approved for funding. In accordance with the provisions of FY 2019 NC Tier II Competitive award, NCEM hereby awards to the foregoing sub-recipient a grant in the amount shown above.

Payment of Funds: The grant shall be effective upon final approval by NCEM of the grant budget and program narrative and the execution of the forthcoming Memorandum of Agreement. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

Conditions: The sub-recipient shall understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. Sub-recipient shall also certify the understanding and agreement to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the 2 CFR 200 and all applicable laws governing these funds and all other federal, state and local laws; that all information is correct; that there has been appropriate coordination with affected agencies; that sub-recipient is duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the sub-recipient; and that all agencies involved with this project understand that federal funds are limited to the period of performance. Sub-recipient must read and sign forthcoming Memorandum of Agreement for acceptance of the award.

For projects involving construction or the installation of equipment:

Prior to funds being expended from this award the sub-recipient must complete and submit an Environmental Planning and Historical Preservation form to NCEM for approval. On receipt of the approval letter from NCEM the sub-recipient may begin to expend grant funds.

Supplanting: The sub-recipients confirm that sub-grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, the sub-recipient will certify that the receipt of federal funds through NCEM shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

GRANT AWARD NOTICE: THIS AWARD IS SUBJECT TO THE GRANT SPECIAL CONDITIONS AND FINAL APPROVAL BY THE DEPARTMENT OF PUBLIC SAFETY, NORTH CAROLINA EMERGENCY MANAGEMENT GRANT PROGRAM BUDGET AND NARRATIVE



MAILING ADDRESS
4236 Mail Service Center
Raleigh NC 27699-4236
www.readync.org
www.ncdps.gov

OFFICE LOCATION
1636 Gold Star Drive
Raleigh, NC 27607-3371
Telephone: (919) 825-2500
Fax: (919) 825-2685

100



North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Erik A. Hooks, Secretary

Michael A. Sprayberry, Director

NC Tier II Competitive Grant

Fiscal Year 2019

Grant#: T2-2019

Memorandum of Agreement (MOA)

between

Grantor:

State of North Carolina
Department of Public Safety
Emergency Management

Recipient:

Gaston County
Tax ID/EIN #:
Duns#:

MOA #: 1973

DPS fund code:

Award amount: \$10,000.00

Period of performance: January 1, 2019 to December 31, 2019

1. Purpose

This grant award supports the hazardous material preparedness activities of Local Emergency Planning Committees (LEPCs) as defined in the Emergency Planning and Community Right-to-Know Act (EPCRA). These funds are to be used by your county's or region's LEPC for hazardous materials emergency response planning, training, and related exercises. See Attachment 1 for application with detailed scope of work.

2. Authority

In accordance with the provisions of N.C.G.S. §166A-29.1, North Carolina Emergency Management hereby awards to the foregoing Recipient a grant in the amount shown above.

3. Compensation

The Grantor agrees that it will pay the Recipient complete and total compensation for the services to be rendered by the Recipient. Payment to the Recipient for expenditures under this Agreement will be reimbursed after the Recipient's cost report, detailed invoices, and proof of payment are submitted and approved for eligible expenses. These documents must be submitted no later than January 31, 2020. The original signed copy of this MOA must be signed by the Official(s) authorized to sign below and returned to North Carolina Emergency Management no later than 45 days after the award date. The grant shall be effective upon return of the executed Memorandum of Agreement and final approval by North Carolina Emergency Management of the grant budget.

4. Conditions

The funds awarded under this grant must only be used by your county's or region's LEPC for the purposes of hazardous materials emergency response planning, training and exercises, as mandated in N.C.G.S. § 166A-29.1. Furthermore, the use of these funds must meet one or more of the follow criteria:

- A. Support costs incurred facilitating LEPC meetings (e.g. printing, general office supplies, food and non-alcoholic beverages)
- B. Support regional LEPC meetings and collaboration
- C. Enhance LEPC outreach efforts or produce promotional materials
- D. Host or support local and regional LEPC conferences

- E. Create or update hazardous material emergency response plans
- F. Support local or regional hazardous materials response exercises
- G. Support purchases of equipment necessary to support the LEPC and its mission

Purchases of equipment must be pre-approved in writing by the NCEM Hazardous Materials Group

- H. Under no circumstances are the following items eligible for funding under this grant:
 - Salaries or benefits for any employee
 - Drone aircraft or unmanned aerial vehicles
 - Support for programs not focused on hazardous materials preparedness

5. Regulation

The funds awarded under this grant must be used in compliance with all applicable state and federal laws to include compliance with N.C.G.S. §§ 143C-6-22, 143C-6-23 and 09 NCAC 03M. By accepting this payment, the Recipient agrees to use these funds in a manner consistent with state laws and regulations.

6. Taxes

Recipient shall be responsible for all taxes.

7. Warranty

As an independent recipient, the Recipient will hold the Grantor harmless for any liability and personal injury that may occur from or in connection with the performance of this Agreement to the extent permitted by the North Carolina Tort Claims Act. Nothing in this Agreement, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this Agreement. This Agreement does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This Agreement is intended for the sole and exclusive benefit of the parties hereto. This Agreement is not made for the benefit of any third person or persons. No third party may enforce any part of this Agreement or shall have any rights hereunder. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina. Nothing in this Agreement is intended to conflict with current laws or regulations of the State of North Carolina, Department of Public Safety, North Carolina Emergency Management, or the Recipient. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

8. Points of contact

To provide consistent and effective communication between the Grantor and Recipient, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this MOA. The Department of Public Safety, North Carolina Emergency Management contact shall be, Assistant Director for Administration, Grants Management Branch Staff, and NCEM Field Branch Staff. The Recipient's point of contact shall be the person designated by the Recipient.

9. Public record access

This agreement may be subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes.

10. Situs

This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement shall be filed in State Court in Wake County, North Carolina.

11. Antitrust laws

This Agreement is entered into in compliance with all State and Federal antitrust laws.

12. Other provisions/severability

Nothing in this Agreement is intended to conflict with current laws or regulations of the State of North Carolina, Department of Public Safety, North Carolina Emergency Management, or the Recipient. If a term

of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

13. Compliance

Recipient shall be wholly responsible for the purchases to be made under this MOA and for the supervision of its employees and assistants. Recipient shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this MOA.

14. Entire agreement

This agreement and any annexes, exhibits and amendments annexed hereto and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral and written statements or agreements.

15. Modification

This agreement may be amended only by written amendments duly executed by the Grantor and the Recipient.

16. Termination

The terms of this agreement, as modified with the consent of all parties, will remain in effect until December 31, 2019. Either party upon thirty (30) days advance written notice to the other party may terminate this agreement. Upon approval by NCEM HAZMAT and the issuance of the Grant Adjustment Notice, if this MOA is extended, the termination date for the extension will be the date listed in the applicable Grant Adjustment Notice. Failure to provide applicable cost reports, proof of payment and/or a deobligation request letter by January 31, 2020 will result in an automatic deobligation of grant funds.

17. Execution and effective date

This grant shall become effective upon return of this original Memorandum of Agreement, properly executed on behalf of the Recipient, to North Carolina Emergency Management and will become binding upon execution of all parties to the Agreement. The terms of this Agreement will become effective January 1, 2019. The last signature shall be that of Erik A. Hooks, Secretary for the North Carolina Department of Public Safety.

18. Certification of eligibility - Under the Iran Divestment Act

Pursuant to N.C.G.S. § 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, N.C.G.S. § 147-86.55 et seq.* requires that each vendor, prior to contracting with the State certifies, and the undersigned on behalf of the Vendor does hereby certify, to the following:

- A. That the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran
- B. That the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List
- C. That the undersigned is authorized by the Vendor to make this Certification

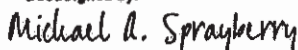
The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-divestment-Act-resources.aspx> and will be updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, direct questions to (919) 814-3852.

IN WITNESS WHEREOF, the parties have each executed this Agreement and the parties agree that this Agreement will be effective as of January 1, 2019.

N.C. DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT
1636 GOLD STAR DR
RALEIGH, NC 27607

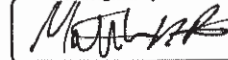
GASTON COUNTY
615 N. HIGHLAND STREET
GASTONIA, NC 28052-2179

DocuSigned by:



Michael A. Sprayberry, Director
North Carolina Emergency Management

DocuSigned by:



D2F850BFB8704FD...

APPROVED AS TO PROCEDURES

DocuSigned by:



William Polk, Assistant General Counsel
Reviewed for the Department of Public
Safety, by William Polk, DPS Assistant
General Counsel, to fulfill the purposes of the
North Carolina Tier II Grant Program

DocuSigned by:



James J. Cherokee, Controller
North Carolina Department of Public Safety

DocuSigned by:



Erik A. Hooks, Secretary
North Carolina Department of Public Safety

THIS MOA WAS PREVIOUSLY APPROVED AS TO FORM BY THE NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY FOR THE 2019 TIER II GRANT PROGRAM ONLY AND IS SUBJECT TO EXECUTION BY ERIK A. HOOKS, SECRETARY OF THE DEPARTMENT OF PUBLIC SAFETY. THIS MOU/MOA SHOULD NOT BE USED FOR OTHER MOUs/MOAs EXCEPT FOR THE TIER II GRANT.



Gaston County

Gaston County
Board of Commissioners
www.gastongov.com

Finance Board Action

File #: 19-240

Commissioner Keigher - Finance - Appropriation of Accumulated Investment Earnings from May 1, 2018 Through April 30, 2019 **(\$833,197)**

STAFF CONTACT

Linda Grimsley - Assistant Finance Division Director - 704-866-3035

BUDGET IMPACT

Appropriate accumulated investment earnings from May 1, 2018 through April 30, 2019.

BUDGET ORDINANCE IMPACT

Increase Interest Revenues by \$833,197 and appropriate into respective funds as indicated on the attached Budget Change Request.

BACKGROUND

Gaston County issued General Obligation School Bonds on 10/1/06, 5/24/16, 9/22/17 and 11/15/18, Build America School Bonds on 8/18/09, and General Obligation Bonds on 8/14/07 for Gaston College. Also, the County has received federal drug forfeitures, controlled substance tax funds, and ROAP grant funds. All of these funds have earned interest which must be spent in the same manner as the proceeds. This Board Action appropriates the \$833,197 investment earnings on these funds from May 1, 2018 through April 30, 2019. Interest earned in the amount of \$28,703 received from May 1, 2018 through June 30, 2018 will have to be appropriated from the fund balance of the various funds receiving the interest since it was not earned during the current fiscal year.

POLICY IMPACT

N/A

ATTACHMENTS

Budget Change Request

GASTON COUNTY BUDGET CHANGE REQUEST

TO: Earl Mathers COUNTY MANAGER

FROM: 4130 Finance
 Dept. # Department Name

Tiffany Murray 5/31/19
 Department Director's Name 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

ACCOUNT DESCRIPTION (As it appears in the budget)	ACCOUNT NUMBER Fund - Function - Dept - Division - Object - Project xxx - xx - xxxx - xxxx - xxxxx - xxxxxx	AMOUNT Whole Dollars Only (See Note Below)
See Attached		

JUSTIFICATION FOR REQUEST:

Appropriation of accumulated investment earnings from 5/1/18 through 4/30/19.

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.

Gaston County Budget Change Request

Appropriation of Accumulated Investment Earnings from 5/01/2018 through 4/30/2019 (\$833,197)

Page 2

Fund Balance Appropriated	040-02-9900-0000-490000-		(19,200)
Investment Earnings - School Bonds	040-03-8300-0000-412011-		(745,349)
School Bonds - 10/01/06	040-03-5911-0000-540100-	07269	8,519
School Bonds - 5/24/16	040-03-5911-0000-540100-	16283	59,239
School Bonds - 9/22/17	040-03-5911-0000-540100-	18137	29,094
School Bonds - 11/15/18	040-03-5911-0000-540100-	19040	667,697

Fund Balance Appropriated	040-02-9900-0000-490000-		(5,291)
Investment Earnings - School Build America Bonds	040-03-8300-0000-412013-		(31,789)
School Bonds - 08/08/09	040-03-5911-0000-540100-	10296	37,080

Fund Balance Appropriated	040-02-9900-0000-490000-		(627)
Gaston College Bond Interest	040-03-8300-0000-412012-		(3,948)
Gaston College 2007 Bonds	040-03-5921-0000-540100-	08252	4,575

Fund Balance Appropriated	025-99-9900-0000-490000-		(3,025)
Interest - Police Treasury / Justice	025-02-8300-0000-412002-		(18,801)
Drug Forfeitures - US Treasury	025-02-4310-4310-530043-	10002	19,081
Drug Forfeitures - Justice	025-02-4310-4310-530044-	50113	2,707
Drug Lab Supplies	025-02-4310-4310-530048-		38

Fund Balance Appropriated	025-99-9900-0000-490000-		(144)
Interest - Sheriff Treasury / Justice	025-02-8300-0000-412004-		(910)
Drug Forfeitures - US Treasury	025-02-4315-4315-530043-	04243	1,054

Fund Balance Appropriated	026-99-9900-0000-490000-		(357)
Interest - USUB Police	026-02-8300-0000-412006-		(2,771)
Controlled Substance Abuse Tax	026-02-4310-4310-530045-	50112	3,128

Fund Balance Appropriated	026-99-9900-0000-490000-		(59)
Interest - USUB Sheriff	026-02-8300-0000-412007-		(385)
Controlled Substance Abuse Tax	026-02-4315-4315-530045-	02192	444

Interest - ROAP (Access)	010-01-8300-0000-412005-		(541)
Transportation of Clients	010-01-4521-0000-560001-		541



Gaston County

Gaston County
Board of Commissioners
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Finance Board Action

File #: 19-249

Commissioner Worley - Finance - To Accept as Information the Attached Property Tax Refunds Less than \$100. These Tax Refunds Should Be Recorded in the Board's Minutes. (***Real Property Tax Refunds- \$3,193.12; HB20 Refunds - \$877.02; Gap Refunds - \$90.67; NCVTS Refunds - \$3,552.99; Vehicle Refunds - \$4,520.68***)

STAFF CONTACT

Tiffany Murray - Finance Division Director - 704-866-3032

BUDGET IMPACT

N/A

BUDGET ORDINANCE IMPACT

N/A

BACKGROUND

N.C. General Statute 105-381 (b) authorizes the Board of Commissioners to delegate to the Finance Director the issuance of any property tax refunds less than \$100.

Recommended sources of funds: Offset against gross collection of property taxes

These refunds are to be reported to the Board for inclusion in the minutes

POLICY IMPACT

N/A

ATTACHMENTS

Tax Refunds Less than \$100 - Real Property Chart
Tax Refunds Less than \$100 - Vehicles Chart

**Gaston County, North Carolina - Listing of Property Tax Refunds Less Than \$100.00 For Real Property
To be Reported at the June 25, 2019 Board Meeting**

TAXPAYER NAME	AMOUNT	TAXPAYER NAME	AMOUNT
Abernathy, Nancy H	52.73	Lindsay, Allen G	41.31
Abernathy, Nancy H	67.03	Lockamy, Mark	53.86
Abernathy, Nancy H	69.65	Lockamy, Mark	53.86
Abernathy, Nancy H	70.18	Love, Yolanda D	35.85
Alexander, Ricky	78.60	Lully, Philip David	64.04
Alexander, Ricky W	78.60	Marrow, Clemmie	16.03
Alexander, Ricky W	78.60	Maxwell, Mark S	49.00
Bacon, Randy D	61.18	McAbee, Danny Anderson	1.41
Ballard, Wanda	5.74	Montgomery, Anthony	3.01
Ballard, Wanda	10.34	New View Realty Group LLC	5.49
Ballard, Wanda	15.52	Nixon, Michael A	49.44
Beattie, Marsha Elaine	3.71	Nixon, Michael A	51.24
Berryhill, Donald D	46.81	Nixon, Michael A	51.97
Bess, Michael Keith	13.92	Nixon, Michael A	57.36
Blanton, Patricia Davis	6.86	Owens, Gary W	23.77
Carrington Mortgage Services	80.00	Packer, William C. or Karen D	1.22
Cloninger, Robert Scott	3.56	Patterson, Ezra Lee	5.00
Corelogic, Inc	11.75	Robinson, Mike	21.75
Crawford, William H	54.00	Rozzelle, David C	85.28
Crumbley, Kathy Stroupe	78.20	Rozzelle, Preston A	40.21
Crumbley, Kathy Stroupe	78.20	Sayasith, Sichan	89.54
Crumbley, Kathy Stroupe	78.20	Sigmon, Gloria E	34.66
Crumbley, Kathy Stroupe	78.20	Sigmon, Gloria E	79.74
Dealmeida, Luzimar S	89.44	Southern Law Group	40.00
Detorres, Xzavier Clark	12.01	Steele, James R	36.96
Farrar, James D Jr	49.70	Steele, James R	36.96
Feimster, Harriett Cathcart	1.27	Tatman, Randy A	14.81
Fitzgerald, Yon Earnest	26.88	Termitech Inc	13.94
Franks, Charles Patrick	83.67	Thompson, Cheryl Armstrong	62.02
Godfrey, Debra M	59.29	Vallejo, Bernardino Hernandez	55.28
Gowan, Stephen Ray	27.90	Vongxay Law Firm, PLLC	7.25
Green, Alfred W	97.83	W W Culp, Inc	73.40
Hankin & Pack. PLLC	62.00	Warren L. Tadlock, Chapter 13 Trustee	15.16
Harrison, Scott William	85.00	Warren L. Tadlock, Chapter 13 Trustee	18.37
Hinson, Maria V	46.40	Warren L. Tadlock, Chapter 13 Trustee	20.08
Holden, Evelyn R	68.52	Wilson, Christine S Life Estate	52.36
		REAL PROPERTY TAX REFUNDS (May 2019)	\$ 3,193.12

**Gaston County, North Carolina - Listing of Property Tax Refunds Less Than \$100.00 for Vehicles
To Be Reported at the June 25, 2019 Board Meeting**

TAXPAYER NAME	AMOUNT	TAXPAYER NAME	AMOUNT
HB20 Refunds			
Jolly, Cortina Yvette	27.24	Hughes, Frantee Sheneke	60.48
Cavell, Mary Roberts	29.72	Jolly, Cortina Yvette	62.19
Lippard, Daniel Marvin	36.64	Wallace, Jennifer Nicole	74.83
Rhyne, Kelly Taylor	40.12	Rhyne, Kelly Taylor	81.21
Gowan, Stephen Ray	40.80	Jolly, Cortina Yvette	88.84
Miller, Derrick Lamont	41.97	Chapman, David Lee	89.77
Gowan, Stephen Ray	54.45	Hagans, Violet S	93.78
Pitts, Tamika Michelle	54.98	TOTAL HB20 REFUNDS (May 2019)	\$ 877.02
Gap Insurance			
Fuller, David Edward	65.04	Fuller, David Edward	25.63
		GAP INSURANCE (May 2019)	\$ 90.67
NC VTS Refunds			
Albarran, Marie Dawn	86.13	McCloskey, James Chester	23.83
Arrowood, Dennis Jerry	50.00	McKinnish, Kenneth Wayne	28.52
Autry, Mark Jaemal	17.01	McKinnish, Kenneth Wayne	45.18
Ballard, Betty Laws	18.02	McKinnish, Kenneth Wayne	27.54
Baxter, Gena Padgett	26.05	McSwain, Tony Efford	46.55
Benson, Hannah Kaylynn	77.38	Messer, Roger Odell	64.89
Braswell, John Ray III	37.00	Mitchell, Holly Nicole	39.55
Brown, Donnie Allen	72.00	Mitchell, Janet Talbert	36.39
Brown, Shantia Somone	49.48	Norton, Taylor Elizabeth	68.87
Calloway, Doris Morris	38.46	Osborne, Daniel Kevin	74.07
Cantrell, John William Jr	83.37	Papworth, Angela Harrell	75.06
Christopher, Pamela McClure	45.39	Parker, Douglas William	20.68
Clary, Ashley Nicole	21.66	Partlow, Tony Lamar	64.43
Cloninger, Howard Lee Jr	55.37	Pearl, Robert Alan	53.90
Cloninger, Howard Lee Jr	40.26	Pichardo, Johanna Torres	56.07
Cloninger, Howard Lee Jr	72.84	Ray, Robert Arthur Jr	25.65
Corley, Monique Reshanea	42.21	Rice, Eric James	15.95
Cozart, Jerome Dean	81.42	Riley, Brian Scott	18.67
Crane, Steven Brett	74.81	Rogers, Eric Keith	35.35
Dean, Adam Drew	57.38	Rush, Bethany Joy	18.89
Dobbins, Sandra Gail	36.11	Scarborough, Debra Carpenter	69.01
Douglas, Laurane	39.18	Selimovic, Salmir	23.06
Duncan, Gail Crunkleton	37.48	Shepherds' Landscape Maintenance LLC	4.87
Ellinwood, Patricia Frances	81.38	Smith, Daniel Joel	29.68
Fazliu, Qemal	58.77	Stewart, Kimberly Dawn	28.14
Gallardo, Juan Manuel	73.40	Talluri, Harathi	75.28
Garcia, Shannon Bailey	49.02	The Wisconsin Revocable Living Trust Dated 1118 2015	57.97
Gemhardt, Roy Claude	58.72	Tidwell, Rawlings David	90.29
Gilliam, Stephanie Ann	71.67	Vernon, Lewis Wayne	38.68
Greater Hopewell Full Gospel Church, Inc.	44.00	Wallace, Suzanne Caldwell	41.25
Harrell, Angela Christine	67.40	Westbay, Stephen Wayne	19.52
Hill, Joseph Roger	5.10	Wilford, Louis Edward	31.68
Howell, William Edward III	34.95	Wilkinson, Michelle Elaine	57.49
Humphries, Gary Layne	49.63	Willis, Charles Edward Jr	55.20
Keitt, Franklin Louis II	7.92	Willis, Charles Edward Jr	35.22
King, Robert Ray	58.86	Willis, Charles Edward Jr	0.19
Lauffer, Miranda Leigh	51.98	Willis, Charles Edward Jr	0.21
Ledbetter, Kalisha Yvonne	23.38	Willis, Charles Edward Jr	0.24
Long, John Wesley III	61.98	Willis, Cynthia Jenkins	73.16
Marosz, Bonnie Jean	24.64	TOTAL NCVTS REFUNDS (April 2019)	\$ 3,552.99
		TOTAL VEHICLE TAX REFUNDS	\$ 4,520.68



Gaston County

Gaston County
Board of Commissioners
www.gastongov.com

Library Board Action

File #: 19-254

Commissioner Worley - Library - To Accept and Appropriate \$15,580 from the Jean Marie Torrence Grant for the Library

STAFF CONTACT

Sandy Hunnicutt - Library - 704-868-2164 ext 5520

BUDGET IMPACT

Appropriate funds from the Jean Marie Torrence Grant. No additional County funds.

BUDGET ORDINANCE IMPACT

Increase the Jean Marie Torrence Revenue Account by \$15,580 and appropriate \$15,580 into the Jean Marie Torrence Grant Expense Account, Project Number 19079.

BACKGROUND

The Library received a special gift of \$15,580.31 from the Jean Marie Torrence Fund for library discretionary use. BCR is to appropriate funds as designated and request to carry forward these funds into FY2020.

POLICY IMPACT

N/A

ATTACHMENTS

Budget Change Request

GASTON COUNTY BUDGET CHANGE REQUEST

TO: Earl Mathers COUNTY MANAGER

FROM: 6110 Library

Dept. # Department Name

Laurel Morris 6/6/2019

Department Director's Name 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

ACCOUNT DESCRIPTION (As it appears in the budget)	ACCOUNT NUMBER	AMOUNT
	Fund - Function - Dept - Division - Object - Project	Whole Dollars Only
	xxx - xx - xxxx - xxxx - xxxxx - xxxxxx	(See Note Below)
Jean Marie Torrence	010-04-6110-6112-415001-19079	(15,580)
Jean Marie Torrence Fund	010-04-6110-6112-560000-19079	15,580

JUSTIFICATION FOR REQUEST:

The Library has received a special gift of \$15,580.31 from the Jean Marie Torrence Fund to be used at the Library's discretion. BCR is to appropriate funds as designated. Request that funds be carried forward in to FY2020.

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.



Gaston County

Gaston County
Board of Commissioners
www.gastongov.com

Library Board Action

File #: 19-272

Commissioner Worley - Library - To Accept and Appropriate a \$10,000 Gift from the Pearl Dixon Balthis Foundation to the Gaston County Public Library **(100% Donation)**

STAFF CONTACT

Sandy Hunnicutt - Library - 704-868-2164 ext 5520

BUDGET IMPACT

Appropriate funds from the Pearl Dixon Balthis Foundation. No additional County funds.

BUDGET ORDINANCE IMPACT

Increase the Pearl Dixon Balthis Foundation Gift Account by \$10,000 and appropriate \$10,000 into the Pearl Dixon Balthis Expense Account, Project 12234

BACKGROUND

The Library received a special gift of \$10,000 from the Pearl Dixon Balthis Foundation for Library discretionary use. BCR is to appropriate funds as designated and request to carry forward these funds into FY2020.

POLICY IMPACT

N/A

ATTACHMENTS

Budget Change Request

GASTON COUNTY BUDGET CHANGE REQUEST

TO: Earl Mathers COUNTY MANAGER

FROM: 6110 Library

Dept. # Department Name

Laurel Morris 6/17/2019

Department Director's Name 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

ACCOUNT DESCRIPTION (As it appears in the budget)	ACCOUNT NUMBER	AMOUNT
	Fund - Function - Dept - Division - Object - Project	Whole Dollars Only
	xxx - xx - xxxx - xxxx - xxxxx - xxxxxx	(See Note Below)
Pearl Balthis Foundation Gift	010-04-6110-6112-415002-12234	(10,000)
Pearl Balthis Foundation	010-04-6110-6112-560000-12234	10,000

JUSTIFICATION FOR REQUEST:

The Library has received a special gift of \$10,000 from the Pearl Dixon Balthis Foundation to be used at the Library's discretion. BCR is to appropriate funds as designated. Request that funds be carried forward in to FY2020.

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.



Gaston County

Gaston County
Board of Commissioners
www.gastongov.com

Police Department

Board Action

File #: 19-271

Commissioner Chad Brown - Police Department - To Approve Interlocal Agreement Providing for Telecommunications Dispatch and Public Safety Computer Support for the Town of Cramerton **(No Additional County Funds)**

STAFF CONTACT

Chief J. D. Ramey - Gaston County Police Department - 704-866-3321

BUDGET IMPACT

No additional County funds.

BUDGET ORDINANCE IMPACT

N/A

BACKGROUND

Gaston County and the City of Gastonia entered into an agreement dated April 26, 2012 regarding the operation and maintenance of a combined telecommunications center, and of computer support for public safety systems within Gaston County. The agreement provided that additional public safety organizations located within or serving a portion of Gaston County may, in the future join the systems and would be agreed upon in writing by the City and County and the public safety organization to be added. Cramerton has requested that its police department be added to the combined system and be provided certain services which are the subject of the master agreement. The costs allocable to Cramerton for services provided in this agreement are determined as set forth in the master agreement.

POLICY IMPACT

N/A

ATTACHMENTS

Interlocal Agreement - Cramerton

STATE OF NORTH CAROLINA

COUNTY OF GASTON

INTER-LOCAL AGREEMENT PROVIDING FOR TELECOMMUNICATIONS
DISPATCH AND PUBLIC SAFETY COMPUTER SUPPORT
TOWN OF CRAMERTON

THIS AGREEMENT, made and entered into this the 3rd day of June, 2019, by and between the CITY OF GASTON, a municipal corporation organized under the laws of North Carolina, ("City"), the COUNTY OF GASTON, a body politic organized under the laws of North Carolina ("County"), the CITY OF BELMONT, a municipal corporation organized under the laws of North Carolina, ("Belmont") and the TOWN OF CRAMERTON, a municipal corporation organized under the laws of North Carolina, ("Cramerton").

WITNESSETH

WHEREAS, City and County have previously entered into an agreement dated April 26, 2012, ("Master Agreement"), a copy of which is attached hereto as Exhibit "A-1" and incorporated by reference as though fully set forth herein, concerning the responsibilities of the City and County regarding the operation and maintenance of a combined telecommunications center, and of computer support for public safety systems within Gaston County; and

WHEREAS, the Master Agreement provided that additional public safety organizations located within or serving a portion of Gaston County may, in the future join the systems which are the subject of the Master Agreement and that the method by which, and when such agencies come into the system would be agreed upon in writing by the City and County and the public safety organization to be added; and

WHEREAS, the Master Agreement was amended when Belmont entered into said agreement by written instrument dated July 5, 2016; and

WHEREAS, Cramerton has requested that its police department be added to the combined system and be provided certain services which are the subject of the Master Agreement; and

WHEREAS, the parties hereto are authorized to enter into this agreement by virtue of N.C.G.S. §160A-461.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Participating Jurisdiction.** The purpose of this agreement is to add the Police Department of Cramerton as a Participating Jurisdiction to the Master Agreement and to set forth the terms and conditions by which it will be added. Cramerton shall be subject to and bound by the terms and conditions of the Master Agreement.
2. **Information, Technology, Services Provided.** Cramerton shall be entitled to receive services as a Full User of the New World system to the same extent that other current and future participating jurisdictions receive those services. No radio maintenance will be provided to Cramerton under this agreement.
3. **Service Level Agreement.** City shall provide services as defined in Exhibit "B-1".
4. **Cost Sharing Methodologies and Percentages.** The costs allocable to Cramerton for services provided in this agreement shall be determined as set forth in Paragraph 8 of the Master Agreement and the reference exhibit. The costs allocable to the parties for the first year of this agreement are as set forth in the Excel spreadsheet attached hereto as Exhibit "B" and incorporated herein by reference. Costs allocable to the parties shall be reviewed and adjusted on an annual basis.
5. **Term.** The term of this agreement shall begin on the date of execution hereof by all parties and shall extend until June 30th, 2022 ("Initial Term"). It is the intent of the parties that the term of this agreement shall run concurrently with the Master Agreement. The parties further agree that this agreement shall be automatically extended at the end of the Initial Term for a five year period; provided, however, that any party may withdraw at the end of the Initial Term by giving written notice to all participating jurisdictions not less than twenty-four (24) months prior to the end of the initial term. Withdrawal from this agreement shall constitute withdrawal from the Master Agreement, and withdrawal from the Master Agreement shall constitute withdrawal from this agreement.
6. **Invoices for Services Rendered.** For the fiscal year ending June 30, 2020, City and County shall invoice Cramerton on a quarterly basis for all services provided to Cramerton hereunder in the amount equal to Cramerton's percent of supported devices and users subject to the Master Agreement and such invoices shall be paid within 30 days of receipt. Amounts to be billed for future years shall be determined as set forth in the Master Agreement and shall be billed on a quarterly basis. Unbilled items from the previous quarter should be included in the next quarterly billing and should any additional appropriations be needed, Cramerton is expected to seek any additional appropriations from its governing body in order to ensure that payments of invoices will not be delayed.
7. **PSSSC.** Cramerton shall appoint two members to the Public Safety Systems Steering Committee ("PSSSC"). The appointees shall be those persons holding the positions set forth in the Master Agreement.

8. Deficiencies in Service and Dispute Resolution. Any claims or disputes arising between the parties shall be resolved as set forth in Paragraph 17 of the Master Agreement. To the extent that such claims or disputes involve Cramerton, and a panel is appointed to engage in nonbinding mediation pursuant to the terms of Paragraph 17, Cramerton shall be entitled to appoint one member to the panel in addition to the members appointed by the City and the County.
9. Notice. Any written notice to be given hereunder by any party to any other party shall be affected by certified mail, return receipt requested. Notice to the City shall be sufficient if addressed to the City Manager, P.O. Box 1748, Gastonia, North Carolina, 28053. Notice to the County shall be sufficient if addressed to the County Manager, P.O. Box 1578, Gastonia, NC 28053. Notice to Belmont shall be sufficient if address to the City Manager, 115 N Main St, Belmont, NC 28012. Notice to Cramerton shall be sufficient if address to the Town Manager, 155 North Main St, Cramerton, NC 28032.
10. Entire Agreement. This agreement including the attached Exhibits constitutes the entire agreement between the parties, and no party shall be bound by any requirement which is not specifically stated herein.
11. Waiver of Immunity/Third Party Liability. No portion of this Agreement shall be deemed to constitute a waiver of any immunities which any party or its officers or employees may possess, nor shall any portion of this Agreement be deemed to have created a duty of care on the part of either party to any persons not a party to this Agreement.
12. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this Agreement is for any reason held or decided to be invalid or unconstitutional, such a decision shall not affect the validity of the remaining portions. The parties hereto declare that they would have entered into this Agreement and each and every section, subsection, paragraph, sentence, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, paragraphs, sentences, clauses, or phrases might be declared to be unconstitutional or invalid.
13. Applicable Law: This Agreement shall be interpreted, construed, and governed by the State of North Carolina.
14. Amendments: Amendments which are consistent with the purposes of this Agreement may be made in writing duly executed by the parties hereto.

15. E-Verify Requirements: Each party certifies that it is in compliance with all applicable provisions of Article 2, Chapter 64 of North Carolina General Statutes, which generally provides that each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.
- Each party agrees that during the term of this Agreement it shall comply and shall require all subcontractors to comply with any and all applicable provisions of Article 2, Chapter 64 of the North Carolina General Statutes, and Contractor agrees to incorporate in all further contracts or subcontracts for the Project a provision requiring compliance with Article 2, Chapter 64 of the North Carolina General Statutes.

IN WITNESS WHEREOF, City, County, Belmont and Cramerton have signed and sealed this Agreement this ____ day of _____, 2019.

GASTON COUNTY

By: Tracy Philbeck, Chairman

ATTEST:

County Clerk

APPROVED AS TO FORM:

County Attorney

This document has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

County Finance Director

STATE OF NORTH CAROLINA
COUNTY OF GASTON

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

WITNESS my hand a Notarial Seal, this the ____ day of _____, 2019.

My Commission expires: _____

Notary Public

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CITY OF GASTONIA



By: Walker E. Reid III
Walker E. Reid, III, Mayor

ATTEST:

Sherry M. Dunaway
City Clerk

APPROVED AS TO FORM:

City Attorney

This document has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, Denise L. Johnson, Notary Public of the aforesaid County and State, do hereby certify that Sherry M. Dunaway 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 a Notarial Seal, this the 20th day of May, 2019.



Denise L. Johnson
Notary Public

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CITY OF BELMONT

By: Charlie Martin
Charlie Martin, Mayor



ATTEST:
Delia Brown
City Clerk

APPROVED AS TO FORM:
[Signature]
City Attorney

This document has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

[Signature]
City Finance Director

STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, Elizabeth Bell, Notary Public of the aforesaid County and State, do hereby certify that Elizabeth Bell personally appeared before me this day and acknowledged that she is the City Clerk of the City of Belmont City and that by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed in its corporate seal and attested by her as its City Clerk.

WITNESS my hand a Notarial Seal, this the 30 day of JUNE, 2019.
[Signature]
Notary Public

My Commission expires: 2/12/23



7

TOWN OF CRAMERTON

By: [Signature]
Will Carden, Mayor



ATTEST:
[Signature]
Town Clerk

APPROVED AS TO FORM:
[Signature]
Town Attorney

This document has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

[Signature]
Town Finance Director

STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, Belinda B. Robinson, Notary Public of the aforesaid County and State, do hereby certify that Belinda B. Robinson personally appeared before me this day and acknowledged that she is the Town Clerk of the Town of Cramerton 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 Town Clerk.

WITNESS my hand a Notarial Seal, this the 23rd day of April, 2019.
[Signature]
Notary Public

My Commission expires: May 15, 2021



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EXHIBIT A-1

STATE OF NORTH CAROLINA
COUNTY OF GASTONINTERLOCAL AGREEMENT PROVIDING FOR TELECOMMUNICATIONS DISPATCH, AND
PUBLIC SAFETY SYSTEMS COMPUTER SUPPORT

THIS AGREEMENT, made and entered into this 26 day of April, 2012, by and between the CITY OF GASTON, a municipal corporation organized under the laws of the State of North Carolina, (hereinafter referred to as "City"), and the COUNTY OF GASTON, a body politic organized under the Laws of the State of North Carolina, (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, in 1998 City and County entered into an Intergovernmental Agreement Providing For Combined Telecommunications, Police, Fire and EMS Records Management and Criminal Information Systems (hereinafter "the 1998 Agreement"); and

WHEREAS, County is the Public Safety Answering Point (PSAP) under NCOS 82A-40, et seq., and receives distributions from the State 911 Fund; and

WHEREAS, the operation and maintenance of a telecommunications center, and of computer support for public safety systems are proper governmental functions of both City and County; and

WHEREAS, both parties desire to continue their intergovernmental relationship as to the telecommunications dispatch center, the management of applicable police, fire and EMS records and the level of technical and computer support being provided for public safety systems so as to enhance economy, efficiency, and the level of services provided to our citizens; and

WHEREAS, City and County have mutually developed a proposal to revise the intergovernmental relationship as to the aforementioned matters that each has accepted; and

WHEREAS, this Agreement is intended to define the rights, responsibilities and duties of the parties hereto; and

WHEREAS, City and County are authorized to enter into this Agreement, by virtue of N.C.G.S. Sections 160A-481;

NOW, THEREFORE, for and in consideration of the following mutual promises and covenants, City and County hereby agree as follows:

1. **Agreement Representatives:** City and County shall each designate, in writing, a representative to serve as the respective manager or spokesperson of the respective entity in the implementation and ongoing administration of this Agreement.
2. **Facilities:** City and County shall each provide sufficient space in their respective facilities to house the physical equipment systems described hereinafter.
3. **Equipment:** City and County shall provide closely interrelated systems to continue the public safety computer system (hereinafter referred to as the "system") established by the 1998 Agreement as follows:

- (a) A foundation computer system consisting of a fiber optic cable system connecting public safety facilities, local and wide area networking apparatus, building cable plants which are primarily Category 5+ or better, personal computers, printers and other necessary computer system devices and peripherals, network control and management servers, and office automation and data servers. The scope details for covered computing systems are defined in Exhibit D.
 - (b) A core application system consisting of computer software and server hardware which supports and enhances computer aided dispatch (CAD), police, fire and emergency medical records management (RMS), crime analysis, and jail management and geographic information systems (GIS). The scope details for covered application systems are defined in Exhibit D.
 - (c) A mobile data communications system and automatic vehicle location (AVL) based on global positioning system equipment (GPS) and related software, vehicular mounted computers and software which allows direct interface to the message switch associated with the foundation computer system. The scope details for covered mobile data communications systems are defined in Exhibit D.
4. **Ownership of Record for Core System Components:** The ownership of record for core system components will be the agency that budgets for and purchases each respective core system hardware or software. The budgeting agency will be determined during the initial fiscal year planning as per Exhibit B.

5. **Procurement and Maintenance Responsibilities:** For each of the systems described hereinabove, the parties shall be responsible for maintenance as follows:

(a) Foundation computer system

1. Procurement of all necessary fiber cable, connectors, patch panels and cables, and splicing services for the fiber optic plant which supports core system locations will be shared as specified in Exhibit C. Core system locations are locations housing systems that are shared by multiple jurisdictions. City will install fiber on City utility poles and coordinate the final installation and testing of the fiber plant which supports core system locations. City will maintain the fiber optic plant and charge County for maintenance materials, not including testing and repair tools and equipment. The expense and coordination for all fiber cable, fiber cable installation, utility pole usage, connectors, patch panels and cables which support non-core system locations (house systems used by only one jurisdiction) are the responsibility of the consuming jurisdiction, unless otherwise agreed upon in writing.
2. Up front and recurring costs for all necessary local and wide area networking apparatus, network control and management servers, and office automation and data servers which supports core system locations and core application systems, will be shared as specified in Exhibit C. City will install, configure, test and maintain those components.
3. Each participating jurisdiction will procure and maintain in-building cable plants for their respective facilities. All such cable plant designs and installations will be approved by the consolidated Public Safety System Steering Committee ("PSSC"). Each participating jurisdiction will procure necessary personal computers, printers and related computer accessories and peripherals as needed to support their public safety agencies. Said components must be reviewed and approved before purchase by City. City will maintain and support approved equipment and devices. The costs of said maintenance will be shared as specified in Exhibit C.

(b) Core Application System

Procurement of the core application system and all vendor related costs to maintain the system will be shared as specified in Exhibit C. City will install, configure and maintain the core application system. The jail management system and server(s) will be physically installed in City's police department complex. The computer aided dispatch system and server(s) will be physically installed in County's emergency communication center. All other systems and servers will be installed in City's police department building to include records management system, crime analysis system, fire and EMS systems, and the back-up computer aided dispatch center. The costs required to support the operation of said systems will be shared as specified in Exhibit C.

City's Public Safety Information Technology ("IT") staff will develop and maintain the GIS (geographic information system) data required for the implementation and daily operation of the Public Safety System. The Gaston County Department of Planning & Development Services will be responsible for notifying City Public Safety IT of any street changes, street additions or annexations, which occur within any of Gaston County's municipal or unincorporated areas, at the time that these events are made known to them. It will be the responsibility of each municipality to notify the Gaston County Department of Planning & Development Services when these changes occur within their boundaries. City Public Safety IT will provide updated GIS boundary data to County IT GIS and Gastonia City IT GIS whenever changes are made to the police, fire, EMS or Sheriff boundary layers, in the Public Safety System.

(c) Mobile Data Communications System

Procurement of the central components of the mobile data communications system (such as the network controller, message switch interface, radio base stations) will be shared as specified in Exhibit C. The cost for in-car apparatus to equip vehicles is the responsibility of each respective participating jurisdiction. City will install, maintain and support the mobile data communications system and related central control equipment. The emergency communications staff at the County will operate and configure the central equipment. City will charge back the actual cost of parts and supplies used in maintaining in-car equipment to each respective jurisdiction. The overall costs required to support the operation of said mobile data communications system in-car equipment will be shared as specified in Exhibit C.

6. County-wide Emergency Service Telecommunications Services: County agrees to provide county-wide emergency telecommunications services to all police, fire, and ambulance agencies currently receiving telecommunications services as specified in Exhibit A. County agrees to dispatch appropriate emergency response agencies, per the policies and procedures established between the respective agency and County. City and County understand that additional public safety agencies located within or serving a portion of Gaston County may, in the future, join the telecommunications system which is the subject matter of this Agreement. The method by which, and when, said agencies come onto the system shall be agreed upon, in writing between the City and County and such third party jurisdictions as they are individually added to the telecommunications system. Impact on the Public Safety Systems scope must be reviewed as prescribed in Exhibit D.

7. Radio Maintenance: Radio equipment shall be maintained by the City. City agrees to establish a formal preventive maintenance schedule and maintain all radio equipment utilized by the County's Emergency Communications Center, including all tower and radio transmission and receiving equipment. City agrees to maintain all records and data pertaining to the performance of radio maintenance. The cost required to support maintenance of radio equipment, and the associated records and data will be shared as specified in Exhibit C.

8. Cost Sharing Methodology and Percentages: The methodologies by which costs are shared between the jurisdictions participating in this agreement are outlined in Exhibit C. The result of the outlined methodology agreement for the first year of this agreement is an Excel spreadsheet attached hereto as Exhibit F. Exhibit F details each participating jurisdiction's percentage share of the total Public Safety System cost for the first budget year of this agreement. The parties to this Interlocal Agreement hereby agree that Exhibit F is a living document that could change yearly. Exhibit F is included as an example of the type of document that will be developed annually, during budget planning, for the purpose of establishing the fair share costs for all public safety system participating agencies.

9. Licensing and Compliance with Applicable Laws: City and County agree to comply with all applicable federal, state, county, and local laws, rules, regulations, ordinances, orders, and decrees in effect at the time of this Agreement. The parties agree that later enacted laws, rules, regulations, ordinances, orders, and decrees may require modification of this Agreement. City and County agree to indemnify, defend, and hold harmless the other against any claim or liability arising from City's or County's violation of any such applicable laws, rules, regulations, ordinances, orders, or decrees, to the extent provided (or limited) by law.

10. Telecommunications: The County shall manage all telecommunications operations supporting agencies specified in Exhibit A, and pay all telecommunicator wages, until otherwise agreed upon by parties hereto. On an annual basis the County will disclose planned use of 911 revenues. The Public Safety Systems Steering Committee ("PSSSC") as set forth in Exhibit B shall make recommendations for 911 funding allocation. Recommendations will be reviewed by the Communication center's managing entity for funding potential.

11. Non-Liability: City and County agree that in no event shall either County or City be liable or responsible to each other, or to other persons due to any stoppage or delay in work herein provided for, where such stoppages or delays result from acts of God, fire, war, legal or equitable proceeding, or any other cause which is outside the control of City or County.

12. Hours of Operation and Access to Systems: All systems described herein shall be available and maintained by the parties hereto, as specified in Exhibit E - Service Level Agreements.

13. Staffing of Facilities: City and County shall adequately staff all systems to ensure that the work described in this Agreement is satisfactorily completed.

14. Term: City and County agree that the duration of this Agreement shall begin on July 1st, 2012 and extend until June 30th, 2022 (Initial Term). The parties hereto further agree that this agreement shall be automatically renewed at the end of its term for a Five Year Period provided, however, that any party may withdraw at the end of the Initial Term by giving written notice to withdraw from participation in this Agreement which must be received by all other participating jurisdictions not less than twenty-four (24) months prior to expiration of the Initial Term. Annually, participating jurisdictions shall review and adjust annual costs, as specified in Exhibit C.

15. Division of Annual Management, Support, and Service Costs: Unless specified otherwise within this Agreement, all costs pertaining to this agreement are shared as specified in Exhibit C.

16. Invoices (Payments) for Services Rendered: Each party shall furnish to the other party, on a quarterly basis, invoices for services rendered hereunder, within forty-five days (45) days after the end of the quarter, and each party hereto agrees to pay said invoices within thirty (30) days after receipt of the same from the other party. Unbilled items from a previous quarter should be included in the next quarterly billing and should any additional appropriations be needed, the

paying party is expected to seek any additional appropriations from its governing body in order not to delay payment of such invoice.

17. **Deficiencies in Service and Dispute Resolution:** Any deficiencies in service in the system not resolved by the respective jurisdictions should be brought to the attention of the Public Safety Systems Steering Committee ("PSSSC") for resolution. If resolution is not achieved by said committee, then the deficiency in services shall be brought to the attention of the participating City and County Managers. In the event that either party determines deficiencies in the service and work provided by any other party are not being resolved, the determining party shall notify the party responsible for the deficiency in writing as to the precise nature of any such deficiency. Within ten (10) working days of receipt of such notice, the receiving party shall correct or initiate reasonable action to correct the deficiency complained of including, if necessary, increasing the work force and equipment or modifying the policies and procedures used in performing services pursuant to this Agreement. Completion of all corrective action shall be accomplished within a time frame prescribed and monitored by the PSSSC. If the notified party fails to correct or take reasonable steps to correct the deficiency within ten (10) working days after notification by the PSSSC, a panel of three persons shall be appointed to engage in a non-binding mediation to resolve the issue in good faith. City shall appoint one member, County shall appoint one member, and one member will be agreed upon by both City and County to comprise the panel. If, after following the dispute resolution procedures outlined in this paragraph, the notifying party finds that deficiencies in service or work provided by the other party still exist, the notifying party may declare the other party to be in default and terminate this Agreement upon the giving of twenty four (24) months' prior written notice to terminate.

18. **Staffing and Professional Services:** Any changes to public safety systems support staffing levels (organizational structure, increases or decreases in support staffing counts, etc.) whether permanent or temporary (professional services, etc.) must be submitted, reviewed, and discussed by the PSSSC. Ultimate discretion to act on staffing changes remains with submitting agency.

19. **Assignment of Contractor's Duties and Obligations:** The duties and obligations in this Agreement are non-transferable or assignable without prior written consent of City and County.

20. **Notice:** Any written notice to be given hereunder by either party to the other party shall be affected by certified mail, return receipt requested. Notice to the City shall be sufficient if made or addressed to the City Manager, P.O. Box 1748, Gastonia, North Carolina 28053. Notice to the County shall be sufficient if made or addressed to the County Manager, P.O. Box 1578, Gastonia, North Carolina, 28053. Either party may change the address for notice to it by giving written notice of such change in accordance with the provisions of this section.

21. **Entire Agreement:** This Agreement and the attached Exhibits constitute the entire Agreement between City and County, and neither City nor County shall be bound by any requirement which is not specifically stated in this Agreement. Additional agreements from other participating jurisdictions may reference this agreement and the terms therein. Additional jurisdictions will be subject to all of the terms of this agreement, including cost sharing methods, unless otherwise agreed upon in writing.

22. **Waiver of Immunity/Third Party Liability:** No portion of this Agreement shall be deemed to constitute a waiver of any immunities which City or County or their officers or employees may possess, nor shall any portion of this Agreement be deemed to have created a duty of care on the part of either party to any persons not a party to this Agreement.

23. **Non-Appropriation:** No portion of this Agreement shall be deemed to create an obligation of the part of City or County to expend funds not otherwise appropriated in each succeeding year.

24. **Severability:** If any section, subsection, paragraph, sentence, clause or phrase of this Agreement is for any reason held or decided to be invalid or unconstitutional, such a decision shall not affect the validity of the remaining portions. The parties hereto declare that they would have entered into this Agreement and each and every section, subsection, paragraph, sentence, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, paragraphs, sentences, clauses, or phrases might be declared to be unconstitutional or invalid.

25. **Applicable Law:** This Agreement shall be interpreted, construed, and government by the State of North Carolina.

26. **Amendments:** Amendments which are consistent with the purposes of this Agreement may be made in writing duly executed by the parties hereto.

IN WITNESS WHEREOF, City and County have signed and sealed this Agreement this ____ day of _____, 2012.

GASTON COUNTY
By: Donnie Loftis
Donnie Loftis, Chairman

ATTEST:
Charles Moore
County Clerk

APPROVED AS TO FORM:
Charles Moore
County Attorney

This document has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

William J. Smith
County Finance Director

STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, Angela Skates, Notary Public of the aforesaid County and State, do hereby certify that Dana S. Ruff, personally appeared before me this date and acknowledged that she is the Gaston County Clerk and that by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed in its name by its Chairman of its County Board of Commissioners, sealed with its corporate seal and attested by her as its County Clerk.

WITNESS my hand a Notarial Seal, this the 8th day of May, 2012.

My Commission Expires August 8, 2014

Angela Skates
Notary Public



CITY OF GASTONIA

By: John D. Bridgeman, Mayor

ATTEST:

Virginia L. Wright
City Clerk

APPROVED AS TO FORM:

John D. Bridgeman
City Attorney

This document has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Marcus Blasing 4/26/12
City Finance Director

Sandra H. Smith
Notary Public



My Commission expires: 12/16/2014

STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, Virginia L. Wright, Notary Public of the aforesaid County and State, do hereby certify that John D. Bridgeman 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 a Notarial Seal, this the 23rd day of April, 2012.

Rebecca Wilson Phillips
Notary Public



My Commission expires: 12/16/2013

EXHIBIT A

Agency Name	County Dispatched	Mobile	New World Full User	New World Inquiry Only User
Gaston County Police Department	Yes	Yes	Yes	No
City of Gastonia Police Department	Yes	Yes	Yes	No
Gaston County Sheriff	Yes	Yes	Yes	No
Lowell Police Department	Yes	No	No	Yes
Ranlo Police Department	Yes	No	No	Yes
Stanley Police Department	Yes	No	No	Yes
Cramerton Police Department	Yes	No	No	Yes
Belmont Police Department	No	No	No	Yes
Cherryville Police Department	No	No	No	Yes
Dallas Police Department	No	No	No	Yes
Mount Holly Police Department	No	No	No	Yes
Gaston College Police Department	No	No	No	Yes
Gastonia Fire Department	Yes	Yes	Yes	No
Gaston County Fire Marshal	Yes	Yes	Yes	No
Agriculture Center VFD	Yes	No	Yes	No
Alexis VFD	Yes	No	Yes	No
Belmont VFD	Yes	Yes	Yes	No
Bessemer City Fire Department	Yes	No	Yes	No
Cherryville Fire Department	Yes	No	Yes	No
Community VFD	Yes	Yes	Yes	No
Crowder's Mountain VFD	Yes	No	Yes	No
Dallas VFD	Yes	No	Yes	No
East Gaston VFD	Yes	No	Yes	No
High Shoals VFD	Yes	No	Yes	No
Hugh's Pond VFD	Yes	No	Yes	No
Lowell VFD	Yes	No	Yes	No
Lucia Riverbend FVD	Yes	No	Yes	No
McAdenville VFD	Yes	No	Yes	No
Mount Holly VFD	Yes	No	Yes	No
New Hope VFD	Yes	Yes	Yes	No
Ranlo VFD	Yes	Yes	Yes	No
South Point VFD	Yes	No	Yes	No

Spencer Mountain VFD	Yes	No	Yes	No
Stanley Fire Department	Yes	No	Yes	No
Tryon VFD	Yes	No	Yes	No
Union Road VFD	Yes	No	Yes	No
Gaston Emergency Medical Services	Yes	Yes	No	No
Cherryville Rescue	Yes	Yes	No	No
Crowder's Mountain Rescue	Yes	Yes	No	No
Dallas Rescue	Yes	Yes	No	No
Gaston Life Saving	Yes	Yes	No	No
Reno Fire & Rescue	Yes	Yes	No	No
South Point Life Saving	Yes	Yes	No	No
Stanley CD Rescue	Yes	Yes	No	No
Cramerton	Yes	No	Yes	No

EXHIBIT B

PUBLIC SAFETY SYSTEMS STEERING COMMITTEE (PSSSC)

1. Gaston County Chief of Police
2. Gastonia Chief of Police
3. Gaston County Sheriff
4. Gaston Emergency Medical Services Director
5. Gaston County Fire Marshal
6. Gastonia Fire Chief
7. Gastonia Chief Information Officer
8. Gastonia Public Safety Systems Administrator
9. Gaston County Chief Information Officer
10. Gastonia Assistant City Manager
11. Gaston County Assistant County Manager
12. Jurisdiction Participant Agency Head
13. Jurisdiction Participant Manager or Assistant Manager

PSSSC SCOPE OF RESPONSIBILITIES AND OPERATIONS

Organization – Members are designated above. A chairman is to be established for one-year terms, by majority vote. The chairman operates simply as a meeting organizer and facilitator (no authority above other members).

Purpose – The purpose of the PSSSC is to provide advisory oversight of all elements of this agreement and the associated operations. The PSSSC is responsible for decisions associated with operations within its legal capability. For decisions not within its legal capability, the PSSSC is responsible for formulating and communicating recommendations to appropriate, capable legal entities.

Meetings:

- Meetings can be requested by any member to the PSSSC via email.
- Based upon need (informal decision via email thread), meetings will be scheduled based on majority member availability by the chairman.
- At minimum, meetings will be scheduled quarterly.
- In an effort to keep meetings efficient, the chairman or his designee will publish an agenda via email at least 72 hours before the scheduled meeting. At minimum the agenda should include discussion points for key operational issues, and action items from previous meeting.
- Minutes shall be kept for each meeting, and will be published via email to the PSSSC within ten business days of the meeting. At minimum, the minutes will contain the agenda and any modifications, a bullet list of topics discussed, points made, decisions made, and action items (to include who assigned to).

Annual Discussions Required:

- Review of shared costs methodology and procedures (see Exhibit C)
- Review of shared and non-shared inventory and user assignments.
- Initial fiscal year planning (shall start in November- December prior to budget approval)
- PSSSC shall approve the percentages of shared costs by March 1st of each year and shall forward a report of same to the County and City Managers; said report shall contain the

- proposed percentages for the coming fiscal year and shall duly note any changes from the prior fiscal year
- Final fiscal year planning (shall occur from March 1st to March 31st prior to budget approval)
- Fiscal year project planning (shall occur in July – discuss planning for budget funded initiatives)
- Renewal of this agreement (during years necessary)

EXHIBIT C

COST SHARING FOR PUBLIC SAFETY SYSTEMS AND RADIO SYSTEMS SUPPORT

Prior to the execution of this agreement, detailed methodology and procedures for measuring City/County cost sharing were developed and documented. The methodology and procedures will be subject to review as changes to the technology environment are made. At a minimum, the methodology and procedures will be reviewed annually.

Procurement of hardware and software that is not shared (used only by City users, or only by County users, e.g., Radios, PCs, laptops, stand alone software, single user licenses, interfaces, etc.) will be the sole responsibility of the respective jurisdiction. Any ongoing costs due to the associated vendor (licensing, support, maintenance, etc.) are also the responsibility of the respective entity.

If hardware or software provides service to multiple agencies which span both City and County, it is considered to be shared, and falls under the shared hardware and software costs as described below.

Shared hardware and software includes, but is not limited to: communications towers/antennae, leased communications telephone lines, servers, multi-user software, core network infrastructure equipment (not including single-agency equipment), central radio systems equipment, etc.

Internal staffing and third-party consulting and services (hereto referred to as "staffing") required to provide internal support and maintenance for both shared and non-shared hardware and software are subject to the same cost split as shared hardware and software.

Shared hardware and software (procurement and ongoing support, maintenance, and licensing), and staffing costs are split between participating jurisdictions using a system that assigns points or percentages based on a combination of device or module user counts, the difficulty of support and maintenance of that device or module, and the complexity requirements of the different components and modules. In some cases all three categories are used to assign points or percentages. In other cases only device or module user counts are used to assign points or percentages. Major software packages may be broken down into modules to ascertain percentage of use by agencies. A weighted system may be established to account for varying support effort and complexity requirements of different components. The result of the outlined methodology agreement for the first year of this agreement is an Excel spreadsheet attached hereto as Exhibit F. Exhibit F details each participating jurisdiction's percentage share of the total Public Safety System cost for the first budget year of this agreement. The parties to this Interlocal Agreement hereby agree that Exhibit F is a living document that could change yearly. Exhibit F is included as an example of the type of document that will be developed annually, during budget planning, for the purpose of establishing the fair share costs for all public safety system participating agencies.

City shall maintain an inventory of all shared and non-shared hardware and software, along with a schedule for recommended replacement/expansion. The City shall maintain an inventory of users, which shall also indicate which shared hardware and software components each user utilizes. These inventories will be the basis for cost sharing, as well as a schedule of costs for future systems replacements. The inventory information captured must be sufficient to address all billing and strategic technology planning requirements. At a minimum, inventory will track for each participating jurisdiction the software modules, user counts, hardware/device counts, department, division, assigned to, asset number, description, scheduled replacement date, and scheduled replacement cost.

It is the responsibility of any participating jurisdiction to inform City of any and all reassignment of inventory by a jurisdiction via the documentation vehicle which City specifies (e.g., work order system, email, inter-office memo, etc.).

In the absence of an accurate system user inventory, the published staffing levels for each agency will be utilized for user count calculation.

The Inventory and supporting documentation is subject to review and approval by the Public Safety System Steering Committee on an annual basis. The variables that must be reviewed annually for the purpose of adjusting cost sharing calculations include: staffing levels per agency, software modules, user counts per module, hardware device counts, user counts, projected systems costs, inventory refreshes/renewals, maintenance cost changes, system scope changes within the past year, and IT support staffing requirements.

EXHIBIT D

PUBLIC SAFETY SYSTEMS SCOPE AND SCOPE CHANGE MANAGEMENT

PUBLIC SAFETY SYSTEMS SCOPE

Jurisdictional Participation – Exists as defined by Exhibit A.

Network Core – Includes all fiber and copper wiring between and within core system sites, and all network and security equipment (routers, switches, hubs, firewalls, etc.) required to provide service for the core system sites. Any site where multiple jurisdictions are sharing system resources falls under this scope as well. Also includes any wireless network components which would be considered shared by multiple jurisdictions. Costs are shared by participating jurisdictions. All components are supported and administered by City Information Technology staff ("IT").

Out-lying Network – Includes all fiber and copper wiring within jurisdictional, or non-core system sites, and all network and security equipment (routers, switches, hubs, firewalls, etc.) required to provide service to end users within said sites. Also includes wireless network components which are utilized only by the respective jurisdiction. Costs are the responsibility of the respective jurisdiction. All components are supported and administered by City IT.

Internet – Includes the Internet Service Provider (ISP) service, and all components necessary for securing end-user connectivity to the Internet. Costs are shared by participating jurisdictions. All components are supported and administered by City IT.

Electronic email – Costs are shared by participating jurisdictions. All components are supported and administered by City IT.

Computing peripherals – Includes personal computers, laptops, printers, scanners, multi-function devices, plotters, and other related peripherals. Includes support of Microsoft operating systems and office automation software (word processing, spreadsheet, presentation, graphics, email client, and document publication). Also includes daily provisioning and application of security and functional patches for operating systems and for updating anti-virus and anti-malware for each computer. Costs are the responsibility of the respective jurisdiction. All components are supported and administered by City IT.

Radio Core – Includes all components of infrastructure which would be considered shared by multiple jurisdictions. Costs are shared by participating jurisdictions. All components are supported and administered by City IT. Radio Core does not include any components or support associated with the 800 MHz voice radio network/system.

Out-lying Radio – Includes two-way radio systems, portable radios, pagers, mobile vehicle radios, mobile data radios, and in-car radars, and any cellular-based data networking systems that are utilized only by the respective jurisdiction. Costs are the responsibility of the respective jurisdiction. All components are supported and administered by City IT.

Shared Public Safety Applications – Includes applications shared by multiple jurisdictions/agencies. Costs are shared by participating jurisdictions per the methodology established by Exhibits C and G. All components are supported and administered by City IT. Applications are as follows:

- New World Suite (Computer Aided Dispatch, Law Records, Corrections, Fire, Mobile CAD, Mobile Field Reporting, Automated Vehicle Location

- Crime Stoppers
- CAD Inquiry
- Internal Affairs
- Media Scheduler
- Mobile Mugshots
- NW Narratives
- Report Viewer
- Traffic Stops
- Mobile Patch
- Mobile Upgrade
- Web Portal
- K9 Tracking
- Crimeview Scripting

Gastonia-only Applications – Applications used only by the City of Gastonia. Direct or recurring costs are the responsibility of the City of Gastonia. Components are supported and administered by City IT. Applications are as follows:

- Taxi Cab
- CPOP
- Fingerprint Cards
- Fire Calendar
- Fire Monthly Report
- Fire Preplan
- GPD Policy
- IA Pending
- MIS Request
- Training City
- SEMS
- Hydrant Hansen Extraction
- SCAR

Gaston County-only Applications – Applications used only by Gaston County. Direct or recurring costs are the responsibility of the Gaston County. Components are supported and administered by City IT. Applications are as follows:

- Smart Talk
- Securis/Evercom Interface
- Commissary System Interface
- Mugshot Extraction/Emailing
- Offender Based Investigation System
- County Fire Calendar
- Dallas Fire Calendar
- GCPD Policy
- GCPD Daily Activity
- PSAM
- SIMS
- Survey
- GCPD Training
- Jail Training
- Crystal Hyperlink
- GEMS OBI/Mapping
- VINE Victim Notification System

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Legacy Applications – Applications written by County IT, and supported by a combination of County and City IT. Direct or recurring costs are the responsibility of the respective jurisdiction, or shared if the application is shared. Components are supported and administered by a combination of County and City IT.

- Animal Control (County)
- Property Systems (Shared)
- Civil Processing (County)
- Fleet Maintenance (County)
- Informant (County)
- MITS (CALEA) (County)
- Pawn (Shared)
- Gun Permits (County)
- Warrants (Shared)

The scope for all above items includes end-user availability/access, daily operational administration, management and maintenance, redundancy and disaster recovery, as well as requirements development and project management for implementations.

PUBLIC SAFETY SYSTEMS SCOPE - CHANGE MANAGEMENT

Any change to the above defined scope of the Public Safety Systems must be requested in writing and submitted to City IT, via the documentation vehicle which City IT specifies (e.g., work order system, email, inter-office memo, etc.).

Routine change requests are those that:

- 1) do not incur any new up front or recurring cost,
- 2) City IT deems implementable and supportable with existing staff, and
- 3) do not negatively affect the operations of any participating jurisdiction/agency.

Routine change requests may be made and executed upon as needed.

Significant Change requests are those that:

- 1) incur a new up front or recurring expense,
- 2) City IT deems additional temporary or permanent staffing would be required to implement or support on an ongoing basis,
- 3) requires changes to the operations of more than one jurisdiction/agency, or
- 4) may significantly impact the integrity or operation of any shared component of the Public Safety Systems.

The addition of any new jurisdictions/agencies or the addition of functionality or support of an existing agency is considered a significant change.

Significant Change requests must be reviewed and approved by the PSSSC. The PSSSC is responsible for the following:

- 1) reviewing the request documentation, along with any accompanying documentation from City IT,
- 2) deciding if the change will negatively impact the Public Safety Systems such that the change should not be executed, or should be executed with additional requirements,
- 3) determining where expense responsibility lies (shared or with a respective jurisdiction), and

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- 4) providing guidance for Implementation of Significant Changes.

After approval by the PSSSC, Significant Changes must be approved as necessary by jurisdictional finance and management, and/or their governing political bodies.

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EXHIBIT E

SERVICE LEVEL AGREEMENTS

Service Level Agreements ("SLAs") would be developed after this agreement is in place, would be separate from this agreement, and would be expected to evolve over time. SLAs for the purpose of this agreement are understood to be aspirational standards only. It is recommended that SLAs be created at two levels:

- 1) Enterprise – for systems where the service level will be the same regardless of the customer department (such as e-mail or VPN access to the network), one SLA would be established for that enterprise system; and
- 2) Department – for defining agreements for service where service level will be unique to a department.

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GASTON COUNTY BOARD OF COMMISSIONERS BOARD ACTION

REQUESTED ACTION:

To Approve New Inter-local Government Agreement between Gastonia and Gaston County for Shared Public Safety Systems.

COMMISSION SPONSOR: Donnie Loftis

STAFF CONTACT: Brandon Jackson, IT C/O - 704/866-3117; Chuck Moore, County Attorney - 704/866-3400

BACKGROUND:

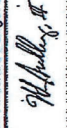
An original agreement was established between Gastonia and Gaston County for shared public safety systems in 1998. A lot of details were unknown at the time, and business needs, as well as technology solutions have changed significantly since then. These inevitable changes over time have driven the need for new agreement terms. A new agreement was sought to address questions in the areas of cost sharing, what the scope of the system is, what agencies are currently supported by the agreement, and how other municipalities/agencies might become involved in the future. Both Gastonia and Gaston County sought an agreement and associated procedures that provided a more transparent view for all interested parties. Gastonia and Gaston County staff have worked together for a year to produce the attached agreement. Gastonia's City Council approved the new agreement draft at their April, 17, 2012 meeting.

POLICY IMPACT: Replaces 1998 agreement.

FISCAL IMPACT ANALYSIS: No new impact. Continuation of existing fiscal operations.

Is Item Included In Current Budget? Yes ☒ No ☐ N/A ☒

See Attached Budget Change Request for Recommended Sources of Funds, If Applicable.

		
Wilson L. Bradley, III Finance Director	Bryant Morehead Budget Administrator	Jan Winters, County Manager
Recommends Approval		

ATTACHMENTS: Summary of Significant Changes; New Agreement; Exhibit F (Cost Sharing Model)

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	MI	M2	Brown	Carpenter	Frady	Kelgher	Loftis	Phillips	Trice	Vote
2012-156	04/25/2012	DL	TK	A	A	A	A	A	A	A	U

DISTRIBUTION:
Laserfiche Users

ADVICE: NONE, ABSENT, ABS-ABSTAIN, UNANIMOUS

Consolidated Public Safety Interlocal Agreement

Exhibit B-1

Service Level Agreement (SLA) Additional Terms and Conditions

This SLA covers the desktop computers, laptops, printers and networking equipment, as well as the Public Safety software. An inventory listing will be provided to the Client in the November-December timeframe on a yearly basis, in order for the Client to make corrections and additions and to look in the equipment counts for the next budget year.

The SLA does not apply in circumstances that could be reasonably said to be beyond City IT's control. For instance issues with third party vendors, severe weather, emergencies of natural or manmade origin, or acts of god.

City of Gastonia IT Responsibilities:

City IT will provide services and maintain the Client's user environment.

Additionally, City IT will:

- Ensure relevant software, services and equipment are available to the Client in line with the service levels described below.
- Respond to support requests within the timescales listed below.
- Take steps to escalate and resolve issues in an appropriate, timely manner.
- Maintain good communications with the Client at all times.
- Provide Public Safety Application Support
 - Public Safety Information Technology division will be involved with the implementation of the LERMS (Law Enforcement Records Management System) and the Mobile applications utilized for field reporting. Also various other ancillary applications that support LE operations.
 - Preliminary Planning and configuration specifically designed toward the Client.
 - Training will consist of "Train the Trainer" approach for knowledge transfer and in order to expedite future user orientation. Training will also be available where updates are deemed necessary regarding changed or new application functionality.
- Public Safety Information Technology Division will also provide support for all interlocal PS applications.
 - First line (local) support will be available through various reporting methodologies depending upon the urgency of the issue at hand. Email, phone and internet resources will be available.
 - Any issues that require vendor support will be established, that will include periodic status updates until the issue is resolved or alternate solutions have been provided.
 - Public Safety Information Technology, in accordance with all participating agency operations, evaluate and maintain the latest versions of public safety software with the vendor.

- Liaisons within the Public Safety IT Division will be assigned for communicating any additional concerns or software enhancement suggestions.

Client Responsibilities:

The Client will use the IT system as intended.

Additionally, the Client will:

- Be responsible for providing all hardware equipment, which will include desktop computers, laptops and all network components needed to provide connectivity.
- Desktops and laptops will be replaced with units similar to the equipment used by the other agencies with prior approval from City IT.
- Notify City IT of issues or problems in a timely manner.
- Provide City IT with access to equipment and software for the purpose of maintenance, updates and fault prevention.
- Maintain good communications with City IT at all times.
- Software Licensing:
 - The Client agrees to maintain valid Windows operating system licenses that allows BitLocker and Endpoint Protection to be installed on all desktop stations and laptops. The Client is responsible for retaining all records pertaining to these licenses and sharing the license information with City IT.
 - The Client agrees to maintain a valid Microsoft Office license for all desktops/laptops that require the software. The Client is responsible for retaining all records pertaining to these licenses and sharing the license information with City IT. City IT will notify the Client to budget for Office365 licenses when it has been determined that the City will be migrating for the new software platform. The Client agrees to purchase or upgrade the necessary software license to enable a migration to Office365.
 - The Client agrees to purchase NetMotion licenses for all mobile units. Renewals will be handled by City IT and addressed in the quarterly billing to the Client.
 - The Client has agreed that the Public Safety Outlook mailboxes will reside with the client.
- Appoint an agency liaison to coordinate with the City IT's Public Safety IT Division.

City IT Service Levels

Desktop computers

- City IT will respond to a Client issue within 4 business hours of notification.
- This may be in the form of an email or telephone call to provide assistance or request further information.
- If necessary City IT will dispatch a Technician to the Client's site within 2 normal business days of notification of a problem.
- If the Technician needs to use a manufacturer's warranty to get equipment serviced, this will be out of City IT's control for time needed for repair.
- Any replacement parts not covered by the manufacturer's warranty are the fiscal responsibility of the Client.
- City IT will perform any labor needed to replace parts.

Laptop computers

- If service is required, the Client will deliver the laptop to City IT.
- City IT will work on a first come first served system attempting to initiate diagnosis of the issue immediately after arrival.
- If the Technician needs to use a manufacturer's warranty to get equipment serviced, this will be out of City IT's control for time needed for repair.
- Any replacement parts not covered by the manufacturer's warranty are the fiscal responsibility of the Client.
- City IT will perform any labor needed to replace parts.

Printers

- City IT will be responsible for connectivity issues with the mobile printer.
- City IT will assist with diagnosis of any physical problems with the mobile printer.
- Any toner, parts, repair or replacement of the printer is the responsibility of the Client.

Internet connection

- City IT will initiate repairs to interrupted Internet service within 1 normal business hour after the interruption is reported.
- Client is responsible for establishing and maintaining an internet service provider. Client is responsible for upgrading service levels.

Public Safety Software

- There will be periods when the software is unavailable due to maintenance issues. These will normally be scheduled in advance with notification to the Client. Otherwise City IT will initiate repairs to software issues within 1 normal business hour after City/Town has been notified of an issue.

Business Day

- A normal business day is defined as 8:00 a.m. until 5:00 p.m., Monday through Friday excluding holidays recognized by City IT. A list of holidays can be provided to the Client upon request.

After Hours

- Emergency support is provided after normal business hours by calling the City IT on-call number: 704-214-9032. An emergency is defined as any event where the Client's mobile laptops are unable to use the Public Safety application.

Resolution Times

- City IT will always endeavor to resolve problems as swiftly as possible. However, City IT is unable to provide guaranteed resolution times. This is because the nature and causes of problems can vary enormously.

Exit Strategy

If it is decided that the Client will no longer be participating in the agreement, the separation of the computer systems will be done as follows:

It will be the Client's responsibility to coordinate with Tyler/New World to write data extraction scripts or create tools that will allow the City IT staff to extract all of the Client's records and CAD data or the Client will have the option to leave the data within the New World system and the Client will have read only access to the data. If the Client opts to leave the data, the networking components will remain in place and active. If maintenance is required for the networking components, the Client will be charged an hourly rate, which will be determined prior to the last day of the agreement.

On the last day of the agreement:

- At approximately 5pm on the last day of the agreement, the laptops will be removed from our network by deleting their NetMotion license from our system. Since the laptops will be encrypted, and now unable to connect into the City network, they will be inoperable. City IT may request, and the Client will provide access to all computers to take further action to erase anything on the computer hard drive to protect confidentiality of the information. The computers can be reused by the Client by having their hard drives reformatted and rebuilt. The rebuilding process will be the responsibility of the Client.
- The desktop computers will be removed from our system. City IT will request, and the Client will provide access to all computers to take action to erase everything on the computer hard drive to protect confidentiality of the information. The computers can be reused by the Client by having their hard drives reformatted and rebuilt. The rebuilding process will be the responsibility of the Client.
- City IT will disable the network connectivity to the Client. All networking equipment purchased by the Client, will be the Client's full responsibility.
- City IT will backup the Client's data residing on the City IT system and provide it to the Client in a mutually agreed upon format.
- City IT will disable/delete all Client user accounts.
- City IT will extract the Client's public safety data and provide it to the Client in a mutually agreed upon format.



Gaston County

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Board of Commissioners
www.gastongov.com

Public Works

Board Action

File #: 19-171

Commissioner Philbeck - Public Works - To Accept a Grant from the North Carolina Department of Environmental Quality (DEQ) for a County Wide Educational Initiative to Increase and Enhance Best Practices for Recycling in Gaston County and Partnering Municipalities and Appropriate the Required Local Match Necessary to Complete the Project **(State Grant - \$24,000; Local Match - \$6,000)**

STAFF CONTACT

Ray Maxwell, P.E. - Public Works Director - 704-862-7504

BUDGET IMPACT

Appropriate State Grant Funding (80%) \$24,000; Local Match (20%) \$6,000

BUDGET ORDINANCE IMPACT

N/A

BACKGROUND

Gaston County Solid Waste and Recycling Division continues to look for various ways to maintain the integrity of recycling opportunities for residents of Gaston County. Within the past year, global markets have deteriorated and threatened local recycling programs. The Division applied for and recently received notification of award from NCDEQ for a "County Wide Educational Initiative to Increase and Enhance Best Practices for Recycling in Gaston County and Partnering Municipalities." Through this grant, the Division plans to rebrand educational materials provided to all residents of the County regardless of location. Each municipality and the County would have a collective branding message. The idea is to simplify and reduce contamination. Based on changes happening in the recycling markets, staff has worked diligently with municipalities and vendors to understand what materials will be accepted now and in the future. After meeting with representatives from the municipalities in the County, the agreement was made by all to work towards a unified message in order to salvage the best recycling streams that we knew would have outlets.

Approval of this Board Action accepts the grant award in the amount of \$24,000 and appropriates the required local match in the amount of \$6,000 for the County Wide Education Initiative to increase and enhance best practices for recycling in Gaston County and partnering municipalities. Additionally, approval of this Board Action authorizes the County Manager or his designee to execute said documents on behalf of Gaston County and appropriates funding for expenditure purposes. The attached Budget Change Request moves funding into the specific accounts to meet guidelines for auditing and reporting.

POLICY IMPACT

N/A

ATTACHMENTS

Budget Change Request

GASTON COUNTY BUDGET CHANGE REQUEST

TO: Earl Mathers COUNTY MANAGER

FROM: 4720 Public Works - Solid Waste
Dept. # Department Name

Ray Maxwell 5/13/2019
Department Director's Name 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

ACCOUNT DESCRIPTION (As it appears in the budget)	ACCOUNT NUMBER	AMOUNT
	Fund - Function - Dept - Division - Object - Project	Whole Dollars Only
	xxx - xx - xxxx - xxxx - xxxxx - xxxxxx	(See Note Below)
FY20 CWRRG (Recycling Grant)	060-08-4720-0000-425097-20525	(24,000)
Other Services	060-08-4720-0000-530015-	(6,000)
FY20 CWRRG Recycling Grant	060-08-4720-0000-560000-20525	30,000

JUSTIFICATION FOR REQUEST:

This Budget Change Request accepts the grant award of \$24,000 and appropriates the local match of \$6,000 for a County Wide Educational Initiative to Increase and Enhance Best Practices for Recycling in Gaston County and Partnering Municipalities. No additional appropriation of funds is required.

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.



Gaston County

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Public Works

Board Action

File #: 19-226

Commissioner Fraley - Public Works - To Declare the Attached Vehicles Surplus, Approve the Sale of Said Vehicles to the Highest Bidder on GovDeals.com and Authorize Staff to Prepare the Necessary Documents in Accordance with North Carolina General Statute 160A-266 (***No Additional County Funds***)

STAFF CONTACT

Ray Maxwell, P.E., Public Works Director - 704-862-7504

BUDGET IMPACT

No additional County funds.

BUDGET ORDINANCE IMPACT

N/A

BACKGROUND

Gaston County has designated the vehicles listed on the attached Surplus Vehicle list to be in poor condition, uneconomical for continued use, and as having met the established surplus criteria. This Board Action formally declares the vehicles listed as surplus and authorizes their sale at the online auction service GovDeals.com. Approval of this Board Action authorizes the County Manager to enter into an agreement with GovDeals.com, with payment of the on-line auction service to come from a Buyer's Premium paid by the Buyer, and appropriates funds from auction sale proceeds into the Motor Vehicle account per the attached Budget Change Request.

POLICY IMPACT

N/A

ATTACHMENTS

Budget Change Request; Vehicles Surplus List

GASTON COUNTY BUDGET CHANGE REQUEST	
TO:	Earl Mathers
	COUNTY MANAGER
FROM:	4250 Public Works - Fleet Maintenance
	Dept. # Department Name
Department Director's Signature Date	

☐	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*	<u>* Requires resolution by the Board of Commissioners</u>	

ACCOUNT DESCRIPTION (As it appears in the budget)	ACCOUNT NUMBER Fund - Dept - Subdept - Div - Acct - Subacct xx - xxxx - xxxx - xxxx - xxx - xxx	PROJECT SUBPROJECT xxxxxx - xxxx	AMOUNT Whole Dollars Only (See Note Below)
Surplus Property Sales	010-01-8300-0000-411014		(20,000)
Motor Vehicles	010-01-4199-0000-540003		20,000

Many of our vehicles have remained in service longer than their useful life. Several repairs recently have exceeded the value of the vehicle itself. This Budget Change Request appropriates funds from the sale of surplus vehicles into an account to replace vehicles that will require repairs that either exceed the value of the vehicle, or from a practicality standpoint, does not make good business sense to continue maintaining.

County Manager/Interim Assistant County Manager	Date	Financial Operations Manager/Asst. Financial Operations Mgr.	Date
		Interim Budget Administrator	Date

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Vehicles Surplus List

Veh #	Year	Model	Department	Current Mileage	Comments
218	2007	Ford E-350	ACCESS	215,132	Age, Mileage, Cost per mile
227	2009	Ford E-450	ACCESS	224,300	Age, Mileage, Cost per mile
230	2010	Ford E-450	ACCESS	225,383	Age, Mileage, Cost per mile
231	2010	Ford E-450	ACCESS	229,883	Age, Mileage, Cost per mile
232	2010	Ford E-450	ACCESS	195,566	Age, Mileage, Cost per mile
238	2010	Ford E-350	ACCESS	197,158	Age, Mileage, Cost per mile
239	2010	Ford E-350	ACCESS	212,109	Age, Mileage, Cost per mile
240	2010	Ford E-350	ACCESS	206,664	Age, Mileage, Cost per mile
243	2011	Ford E-350	ACCESS	156,521	Age, Mileage, Cost per mile
322	2018	Chevrolet Malibu	DSS	24,014	Total Loss (Accident 3.4.19)



Gaston County

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Tax Board Action

File #: 19-268

Commissioner Fraley - Tax Collections - Pursuant to G.S. 105-381, the Tax Collector Requests that the May Tax Refunds be Made. (*Real Estate - \$17,006.13; Vehicles and ETC - \$2,414.11; VTS Refunds - \$7,893.14; Grand Total - \$27,313.38*)

STAFF CONTACT

Luke Sisk - Tax Collections Administrator - 704-866-3034

BACKGROUND

The Gaston County Tax Collector has examined the requests for refunds and has determined that the requests are properly authorized by statute and should be granted and the persons and/or firms listed below have requested the refund of taxes paid pursuant to GS 105-381(b).

The Board of Commissioners authorized payment of refunds to said persons and/or firms in the amounts stated with such funds coming from Account 010-00-0000-0000-23010.

ATTACHMENTS

Tax Refunds Listing for May 2019

TAXPAYER NAME	OWNER NAME	AMOUNT
MAY 2019 REAL ESTATE		
Green, Alfred W		\$127.53
Pruett, Melva M		\$100.06
Neesmith, Daniel		\$109.86
Montgomery, Anthony		\$101.77
Youngblood, Robert S		\$339.07
Montgomery, Anthony		\$157.30
Hudson, Pamela C		\$103.81
Herring, Andrew S		\$216.92
Pata, Joseph		\$362.17
Cook, Timothy Clark		\$303.29
Hower, Paulette L		\$192.67
Beaty, Charles D		\$132.26
Alexander, Ricky W		\$172.91
Neesmith, Daniel		\$128.65
Gillis, Lori Peeler		\$140.65
Henderson, Michael		\$214.00
Cleland, Christopher		\$116.19
Painter, Elissa C		\$211.29
Wallace, Lougene D		\$171.01
Neesmith, Daniel		\$194.71
Martin, Joy Wilkes		\$666.67
Williams, Sheila Ann		\$152.16
Conyers, Justin		\$252.39
Norris, James C		\$255.78
Lankford, Martin L		\$301.76
Rhew, Pete J		\$351.57
Oliver, Alicia M		\$458.99
Lankford, Martin L		\$487.24
Black, Donald R		\$188.23
Lewis, Jackie T		\$763.25
Jackson, Kimberly H		\$166.48
Lineberger, Allen		\$509.00
Williams, Sheila Ann		\$404.00
Pilkington, Gregg L		\$142.85
Patel, Yancey		\$318.50
Cooper, Xenophon L		\$251.74
Lindsay, Allen G		\$224.93
Davis, James Lewis		\$415.63
Montgomery, Anthony		\$118.48
McBride, Michael D		\$543.49
Lyman, Timothy L		\$683.41
Grier, Van J		\$320.00
Grindstaff, Darrin M		\$319.00
Anthony, Scotty S		\$335.69
Bowen, William G		\$176.76
Pata, Joseph		\$362.17
Westbay, Stephen		\$169.23
Westbay, Stephen		\$170.66

TAXPAYER NAME	OWNER NAME	AMOUNT
MAY 2019 REAL ESTATE (Continued)		
Westbay, Stephen		\$173.29
Westbay, Stephen		\$173.29
Davis, Lucia N		\$102.36
Herring, Andrew S		\$386.08
Anthony, Scotty S		\$112.44
Laskey, Andrew R		\$122.92
Martin, Joy Wilkes		\$666.67
Hoggard, Hayden M		\$303.04
Wilson, Antigone		\$151.89
Neesmith, Daniel		\$120.70
Ross, Jayne B		\$165.50
Cartee, Sherry C		\$145.00
Sherrill, Lisa Marie		\$295.00
Painter, Elissa C		\$169.38
Dye, Wesley G Jr		\$115.00
Anthony, Scotty S		\$112.44
Payseur, James L		\$105.76
Lindsay, Allen G		\$176.15
Hoggard, Hayden		\$303.04
TOTAL		\$17,006.13
MAY 2019 VEHICLES & ETC		
Jolly, Cortina Y		\$116.09
Weddle, Willie		\$110.93
Adcock, Mark Alan		\$143.62
Schronce, Elizabeth		\$131.40
Adcock, Mark Alan		\$381.89
Ord, Daniel		\$193.23
Ward, Rhonda		\$122.25
Mathis, Thomas R		\$789.79
Sinyard, Laura Z		\$204.91
Lowery, Tommy Jack		\$220.00
TOTAL		\$2,414.11
MAY VTS REFUNDS		
Abbott, Stephen G		\$173.90
Alvarez, Andres		\$137.29
Arredondo, Patricio Manuel		\$109.69
Babcox, Michael Steven		\$133.47
Baker Franklin, Meredith Lynn		\$103.95
Beck, Henry Louis		\$201.95
Belfiore, Kathleen Ann		\$190.49
Booker, William Jeffrey		\$121.29
Brown, Kyle Edward		\$120.49
Brown, Reynelda Marie		\$213.55
Brown, Ronnie Lee		\$170.85

TAXPAYER NAME	OWNER NAME	AMOUNT
MAY VTS REFUNDS (Continued)		
Byrum, Reginald Lonnie		\$102.89
Chastain, Harold Odell Jr		\$210.08
Combs, Paul Daniel		\$103.44
Crawford, Kristin Michelle		\$112.16
Dukes, Patricia Ford		\$173.25
Farrar, James Daniel Jr		\$117.96
Franklin, Earl Kenneth Jr		\$113.98
Garris, Robert Logan		\$272.19
Hilton, James Coker		\$236.72
Hilton, James Coker		\$227.78
Huffstetler, Donald Tracy		\$244.13
Kessell, Robert Michael		\$491.26
Knight, Donald Frank		\$101.85
Lincoln County Tax Dept		\$141.97
Lincoln County Tax Dept		\$281.84
Lopez Ramos, Kristian Javier		\$167.35
Lopez, Elvis Orellana		\$175.54
Martinson, Hannah Danielle		\$158.67
Meadows, Jeffrey Wayne		\$201.51
Morey, Bret Alan		\$396.24
Newton, Glenda Creasman		\$186.54
Nguyen, Lily Ann		\$225.24
Ohare, Timothy James		\$221.25
Okonkwo, Virginia C		\$406.16
Peterson, Marva Williams		\$113.41
Poteat, Earl Allen III		\$219.43
Pressley, Evelyn Freeman		\$152.70
Putnam, Adam Timothy		\$209.50
Simmons, Curtis Anthony		\$451.18
TOTAL		\$7,893.14
GRAND TOTAL		\$27,313.38



Gaston County

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Travel & Tourism

Board Action

File #: 19-253

Commissioner Jack Brown - Travel & Tourism - To Accept and Appropriate \$30,000 from Atrium Health for the Third Annual Payment for the Zagster Bike Share Program

STAFF CONTACT

Michael Applegate - Travel & Tourism - 704-825-7517

BUDGET IMPACT

Increase revenue & expenses by \$30,000

BUDGET ORDINANCE IMPACT

Minimal impact to the current budget.

BACKGROUND

Atrium Health, formerly Carolina's Healthcare System, is sponsoring the major portion of Gaston County's Bike Share Program this year (FY19), the third year of the program in the amount of \$30,000. There are currently 5 stations with a total of 22 bikes through out Gaston County. The program has secured 1,318 active members and 2,505 trips.

POLICY IMPACT

N/A

ATTACHMENTS

Budget Change Request

GASTON COUNTY BUDGET CHANGE REQUEST

TO: Earl Mathers COUNTY MANAGER

FROM: 4921 Travel & Tourism
Dept. # Department Name

Michael Campbell 6/6/19
Department Director's Name 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

ACCOUNT DESCRIPTION (As it appears in the budget)	ACCOUNT NUMBER	AMOUNT
	Fund - Function - Dept - Division - Object - Project	Whole Dollars Only
	XXX - XX - XXXX - XXXX - XXXXX - XXXXXX	(See Note Below)
Bike Share Program	022-07-4921-0000-415000-17271	(\$30,000)
Bike Share Program	022-07-4921-0000-560000-17271	\$30,000

JUSTIFICATION FOR REQUEST:

To accept and appropriate \$30,000 from Atrium Health for the Third Annual Payment for the Zagster Bike Share Program

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.



Gaston County

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Planning Board Action

File #: 19-256

Commissioner Keigher - Planning & Development Services - Zoning Map Change: Z19-07 Ann Marie Wells (Applicant); Property Parcel: 143010, Located at 120 Sandy Creek Dr., Gastonia, NC, Rezone from the (R-2) Single Family Moderate Zoning District with (US) Urban Standards Overlay to the (C-3) General Commercial Zoning District with (US) Urban Standards Overlay

STAFF CONTACT

David L. Williams - Planning Director - 704-866-3473

BACKGROUND

Chapter 5 of the Unified Development Ordinance requires a public hearing by the Planning Board and Commission, with recommendation by the Planning Board prior to consideration for final action by the Commission. Ann Marie Wells (Applicant); Rezone Parcel: 143010 from the (R-2) Single Family Moderate Zoning District with (US) Urban Standards Overlay to the (C-3) General Commercial Zoning District with (US) Urban Standards Overlay. A joint public hearing was advertised and held on June 25, 2019 with the Public Hearing comments being on file in the Board of Commission Clerk's Office. Planning Board recommendation was provided on the same date, and the Commission is requested to consider the public hearing comment, Planning Board recommendation and other pertinent information, then (approve), (disapprove) or (modify) the map change,

ATTACHMENTS

Resolution - Z19-07; Maps Z19-07



RESOLUTION TITLE: ZONING MAP CHANGE: Z19-07 ANN MARIE WELLS (APPLICANT); PROPERTY PARCEL: 143010, LOCATED AT 120 SANDY CREEK DR., GASTONIA, NC, REZONE FROM THE (R-2) SINGLE FAMILY MODERATE ZONING DISTRICT WITH (US) URBAN STANDARDS OVERLAY TO THE (C-3) GENERAL COMMERCIAL ZONING DISTRICT WITH (US) URBAN STANDARDS OVERLAY

WHEREAS, a County Zoning ordinance was adopted on April 24, 2008 and a joint public hearing held on June 25, 2019 by the County Commission and the Planning Board, to take citizen comment into a map change application, as follows:

Tax Parcel Number(s): 143010
Applicant: Ann Marie Wells
Owner(s): Ann Marie Wells
Property Location: 120 Sandy Creek Dr.
Request: Rezone Parcel 143010 from the (R-2) Single Family Moderate Zoning District with (US) Urban Standards Overlay to the (C-3) General Commercial Zoning District with (US) Urban Standards Overlay

public hearing comments are on file in the Commission Clerk's Office as a part of the minutes of the meeting; and,

WHEREAS, the Planning Board recommended **(approval)** or **(not approval)** of the map change for parcel: 143010, located at 120 Sandy Creek Dr., Gastonia, NC, from the (R-2) Single Family Moderate Zoning District with (US) Urban Standards Overlay to the (C-3) General Commercial Zoning District with (US) Urban Standards Overlay on June 25, 2019 based on: the public hearing comment, staff recommendation, and the request is in **(accordance with)** or **(not in accordance with)** the County's Comprehensive Plan.

Motion:	Second:	Vote:
Aye:		
Nay:		
Absent:		
Abstain:		

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:

Zoning Map Change: Z19-07 Ann Marie Wells (Applicant); Property Parcel: 143010, Located at 120 Sandy Creek Dr., Gastonia, NC, Rezone from the (R-2) Single Family Moderate Zoning District with (US) Urban Standards Overlay to the (C-3) General Commercial Zoning District with (US) Urban Standards Overlay

Page 2

NOW, THEREFORE, BE IT RESOLVED by the County Commission that after consideration of the map change application, public hearing comment and Planning Board recommendation:

- 1) The map change request (**is consistent**) or (**is not consistent**) with the County's approved Comprehensive Plan and the Commission considers this action to be (**reasonable**) or (**not reasonable**) and in the public interest, based on: Planning Board recommendation and compatibility with existing land uses in the immediate area. Property parcel: 143010, be (**approved**) or (**disapproved**), effective with the passage of this Resolution.
- 2) The County Manager is authorized to make necessary notifications in this matter to appropriate parties.

Tracy L. Philbeck, Chairman
Gaston County Board of Commissioners

Attest:

Donna S. Buff, Clerk to the Board



Gaston County

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Planning Board Action

File #: 19-257

Commissioner Philbeck - Planning & Development Services - Zoning Map Change: Z19-08 Clayton Homes (Applicant); Property Parcel: 207067, Located at 812 Dallas Spencer Mtn. Rd., Dallas, NC, Rezone from the (R-1) Single Family Limited Zoning District with (US) Urban Standards Overlay to the (R-2) Single Family Moderate Zoning District with (US) Urban Standards Overlay

STAFF CONTACT

David L. Williams - Planning Director - 704-866-3473

BACKGROUND

Chapter 5 of the Unified Development Ordinance requires a public hearing by the Planning Board and Commission, with recommendation by the Planning Board prior to consideration for final action by the Commission. Clayton Homes (Applicant); Rezone Parcel: 207067 from the (R-1) Single Family Limited Zoning District with (US) Urban Standards Overlay to the (R-2) Single Family Moderate Zoning District with (US) Urban Standards Overlay. A joint public hearing was advertised and held on June 25, 2019 with Public Hearing comments being on file in the Board of Commission Clerk's Office. Planning Board recommendation was provided on the same date, and the Commission is requested to consider the public hearing comment, Planning Board recommendation and other pertinent information, then (approve), (disapprove) or (modify) the map change.

ATTACHMENTS

Resolution - Z19-08; Maps - Z19-08



**RESOLUTION TITLE: ZONING MAP CHANGE: Z19-08 CLAYTON HOMES (APPLICANT);
PROPERTY PARCEL: 207067, LOCATED AT 812 DALLAS
SPENCER MTN. RD., DALLAS, NC, REZONE FROM THE (R-1)
SINGLE FAMILY LIMITED ZONING DISTRICT WITH (US) URBAN
STANDARDS OVERLAY TO THE (R-2) SINGLE FAMILY
MODERATE ZONING DISTRICT WITH (US) URBAN STANDARDS
OVERLAY**

WHEREAS, a County Zoning ordinance was adopted on April 24, 2008 and a joint public hearing held on June 25, 2019 by the County Commission and the Planning Board, to take citizen comment into a map change application, as follows:

Tax Parcel Number(s): 207067
Applicant: Clayton Homes
Owner(s): Gary Clippard, Lynn Slawter
Property Location: 812 Dallas Spencer Mtn. Rd.
Request: Rezone Parcel 207067 from the (R-1) Single Family Limited Zoning District with (US) Urban Standards Overlay to the (R-2) Single Family Moderate Zoning District with (US) Urban Standards Overlay

public hearing comments are on file in the Commission Clerk's Office as a part of the minutes of the meeting; and,

WHEREAS, the Planning Board recommended **(approval)** or **(not approval)** of the map change for parcel: 207067, located at 812 Dallas Spencer Mtn. Rd., Dallas, NC, from the (R-1) Single Family Limited Zoning District with (US) Urban Standards Overlay to the (R-2) Single Family Moderate Zoning District with (US) Urban Standards Overlay on June 25, 2019 based on: the public hearing comment, staff recommendation, and the request is in **(accordance with)** or **(not in accordance with)** the County's Comprehensive Plan.

Motion: Second: Vote:
Aye:
Nay:
Absent:
Abstain:

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:

Zoning Map Change: Z19-08 Clayton Homes (Applicant); Property Parcel: 207067, Located at 812 Dallas Spencer Mtn. Rd., Dallas, NC, Rezone from the (R-1) Single Family Zoning District with (US) Urban Standards Overlay to the (R-2) Single Family Moderate Zoning District with (US) Urban Standards Overlay

Page 2

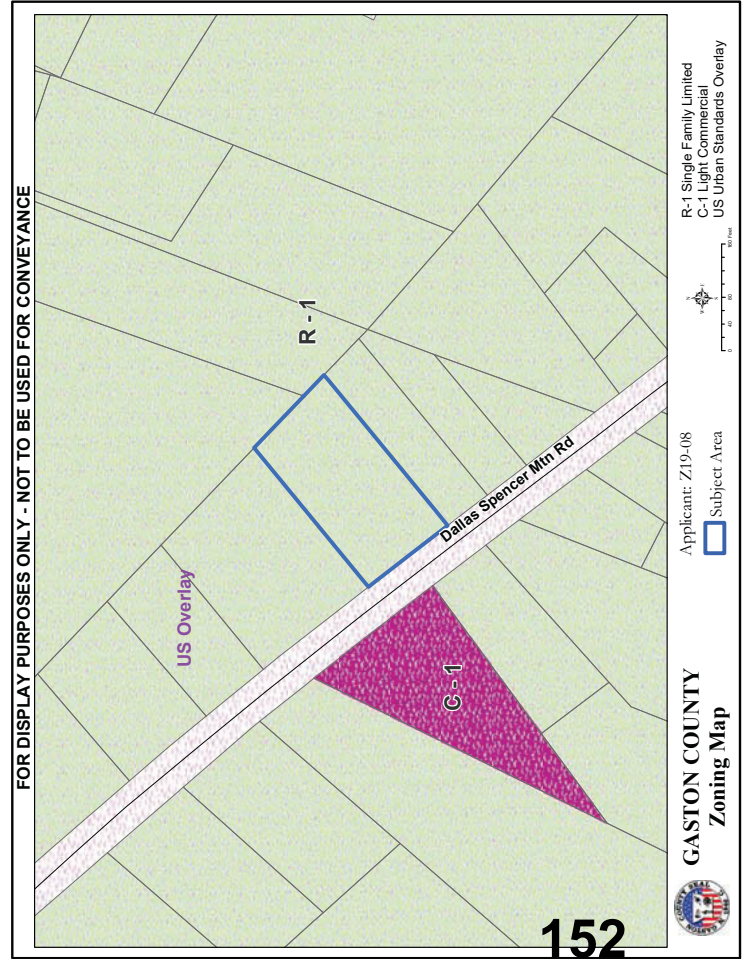
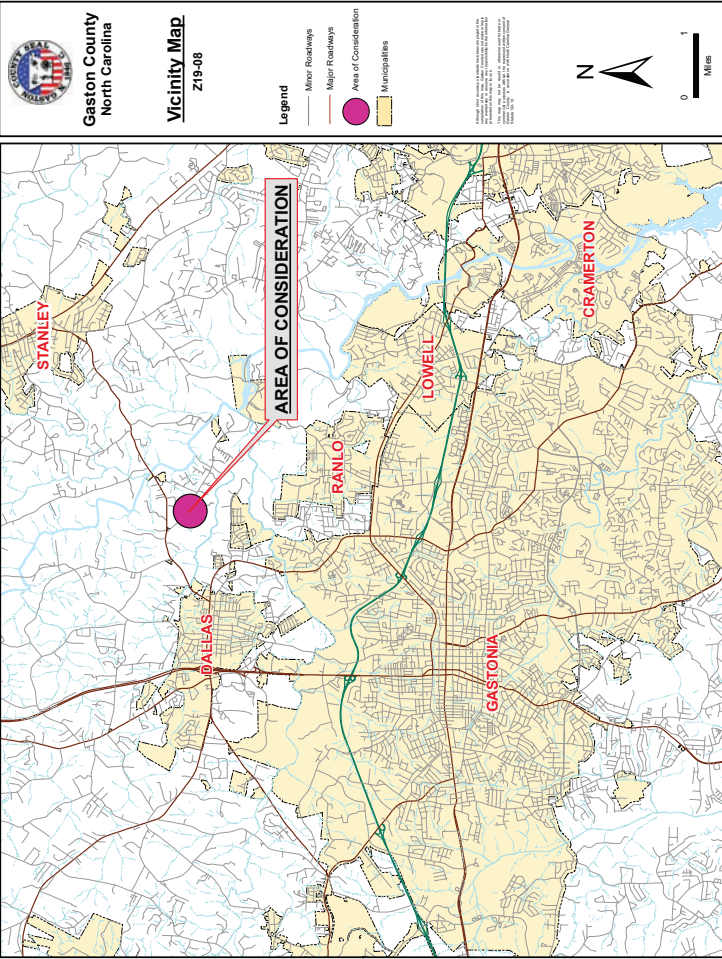
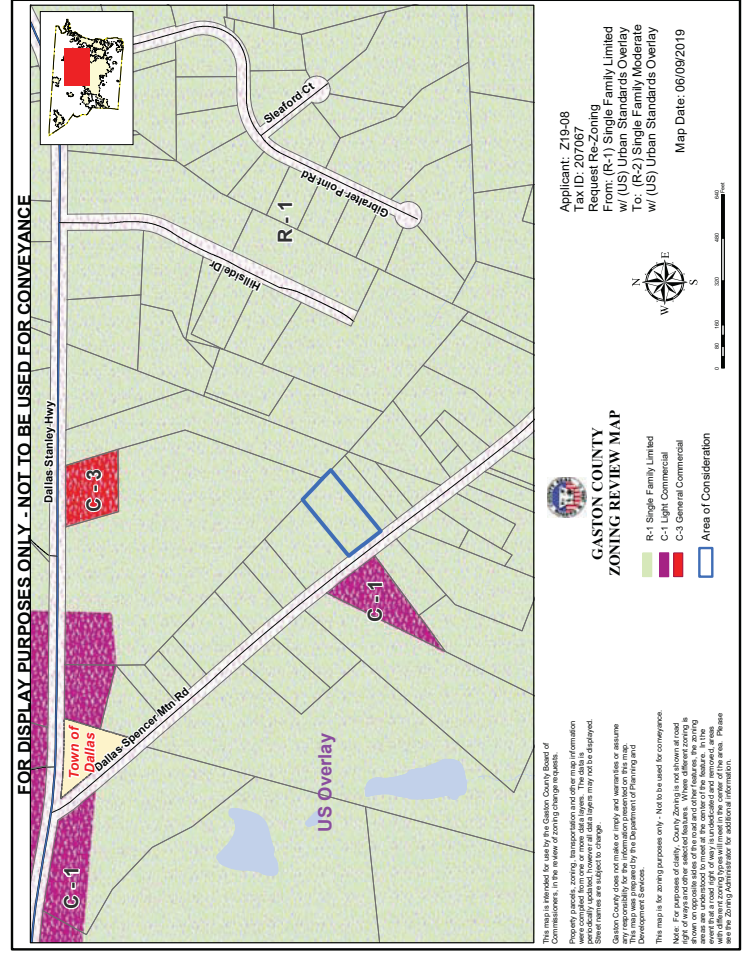
NOW, THEREFORE, BE IT RESOLVED by the County Commission that after consideration of the map change application, public hearing comment and Planning Board recommendation:

- 1) The map change request (**is consistent**) or (**is not consistent**) with the County's approved Comprehensive Plan and the Commission considers this action to be (**reasonable**) or (**not reasonable**) and in the public interest, based on: Planning Board recommendation and compatibility with existing land uses in the immediate area. Property parcel: 207067, be (**approved**) or (**disapproved**), effective with the passage of this Resolution.
- 2) The County Manager is authorized to make necessary notifications in this matter to appropriate parties.

Tracy L. Philbeck, Chairman
Gaston County Board of Commissioners

Attest:

Donna S. Buff, Clerk to the Board





Gaston County

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Planning Board Action

File #: 19-258

Commissioner Chad Brown - Planning & Development Services - Zoning Text Amendment: ZTA19-03 Gaston County Planning Board (Applicant); To Consider Proposed Text Amendments to the Unified Development Ordinance (UDO): Chapter 9 (General Provisions): Section 9.3; Chapter 5 (Permit and Modification Procedures): Section 5.11.2(C)(5); Chapter 2 (Definitions): Table 2.7-1

STAFF CONTACT

David L. Williams - Director of Planning - 704-866-3473

BACKGROUND

The Unified Development Ordinance (approved April 24, 2008), sets forth procedures for amendment procedures in Chapter 5, requiring a joint public hearing by the Planning Board and Commission. A recommendation on the amendments is provided by the Planning Board, with final action on said amendments by the Commission, to consider text amendments to Application Number ZTA19-03 Gaston County Planning Board (Applicant), request the Board of Commission to consider approval of the proposed text amendments to the UDO: Chapter 9 (General Provisions): Section 9.3; Chapter 5 (Permit and Modification Procedures): Section 5.11.2(C)(5); Chapter 2 (Definitions): Table 2.7-1. A joint public hearing was advertised and held on June 25, 2019 with the Public Hearing comments being on file in the Board of Commission Clerk's Office. Planning Board recommendation was provided on the same date, and the Commission is requested to consider the public hearing comment, Planning Board recommendation and other pertinent information, then (approve), (disapprove) or (modify) the zoning text amendments. The proposed amendments enhance the existing text, incorporating Traffic Impact Analysis (TIA) policies and procedures, in alignment with local jurisdictions within the County, as well as adjacent communities. The Planning Board reviewed the amendments at its last regular Planning Board meeting (05/28/2019) and unanimously recommended to move them to public hearing process.

ATTACHMENTS

Resolution - ZTA19-03; Zoning Text Amendment - ZTA19-03



RESOLUTION TITLE: ZONING TEXT AMENDMENT: ZTA19-03, GASTON COUNTY PLANNING BOARD (APPLICANT); TO CONSIDER PROPOSED TEXT AMENDMENTS TO THE UNIFIED DEVELOPMENT ORDINANCE (UDO), CHAPTER 9 (GENERAL PROVISIONS): SECTION 9.3; CHAPTER 5 (PERMIT AND MODIFICATION PROCEDURES): SECTION 5.11.2(C)(5); CHAPTER 2 (DEFINITIONS): TABLE 2.7-1

WHEREAS, the County Ordinance (approved April 24, 2008), sets forth Amendment procedures in Chapter 5, requiring a joint Public Hearing by the Planning Board and Commission, with said hearing being conducted June 25, 2019 to take public comment (comments are on file in the Commission Clerk's Office as a part of the minutes of the meetings); and,

WHEREAS, the Text Amendments are requested by the Gaston County Planning Board as the amendments relate to minor modifications and changes to the UDO; and,

WHEREAS, the Gaston County Planning Board met during its special meeting in May and reviewed proposed text amendments and approved a recommendation to move the proposed amendments to the Public Hearing format for the Board of Commissioners consideration; and,

WHEREAS, to amend UDO Chapter 9 (General Provisions): Section 9.3; Chapter 5 (Permit and Modification Procedures): Section 5.11.2(C)(5); Chapter 2 (Definitions): Table 2.7-1; and,

WHEREAS, the Planning Board provided recommendation for approval of said amendments during a Public Hearing on June 25, 2019, as follows:

Motion:
Aye:
Nay:
Absent:
Abstain:

Second:

Vote:

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:

Zoning Text Amendment: ZTA19-03, Gaston County Planning Board (Applicant); To Consider Proposed Text Amendments to the Unified Development Ordinance (UDO): Chapter 9 (General Provisions): Section 9.3; Chapter 5 (Permit and Modification Procedures): Section 5.11.2(C)(5); Chapter 2 (Definitions): Table 2.7-1

Page 2

NOW, THEREFORE, BE IT RESOLVED that after consideration of the proposed amendments, Public Hearing comment and Planning Board recommendation, the County Commissioners approves the amendments to amend UDO Chapter 9 (General Provisions): Section 9.3; Chapter 5 (Permit and Modification Procedures): Section 5.11.2(C)(5); Chapter 2 (Definitions): Table 2.7-1.

Certification

I, Donna S. Buff, Clerk to the Gaston County Board of Commissioners, do hereby certify that the above is a true and accurate copy of the Zoning Text Amendment: ZTA19-03, Gaston County Planning Board (Applicant); To Consider Proposed Text Amendments to the Unified Development Ordinance (UDO) Chapters 9, 5 and 2 (*Attached*), as adopted by the Board of Commissioners on June 25, 2019.

Donna S. Buff, Clerk

SEAL



PROPOSED TEXT AMENDMENTS – PUBLIC HEARING – June 2019
Highlighted italics = additions; strikeouts = deletions

SECTION 9.3 TRAFFIC IMPACT ANALYSIS (TIA) REQUIREMENTS

A. Introduction

The purpose of this section is to enhance and further support the implementation of the Traffic Impact Analysis (TIA) of the Gaston County, North Carolina Unified Development Ordinance (UDO).

A Transportation Impact Analysis (TIA) provides information on the projected traffic expected from a proposed development. A Traffic Impact Analysis (TIA) is one of the tools Gaston County, NC employs to ensure development impacts are properly mitigated and the growth is manageable and sustainable. The Traffic Impact Analysis (TIA) will be used to inform decision makers regarding rezonings, preliminary plats, site plans, and some special exception applications.

Public policy makers, citizens, and developers all have a stake in understanding and responding to additional demands on the transportation network. A properly developed Traffic Impact Analysis (TIA) can provide the factual basis for more informed decision making and facilitate the timely implementation of effective mitigation measure.

The main purposes of the Traffic Impact Analysis (TIA) are:

- 1. Identify existing traffic conditions within the study area boundary.*
- 2. Detect volumes generated by the existing and proposed development on the parcel(s), including the morning peak, afternoon or evening peak, and average annual daily traffic levels.*
- 3. Identify the distribution of existing and proposed trips through the street network.*
- 4. Analyze capabilities of intersections located within the study area.*
- 5. Make recommendations for improvements designed to mitigate traffic impacts and to enhance pedestrian access to the development from the public right-of-way.*
- 6. Include other pertinent information, including but not limited to accidents, noise, and impacts or air quality and other natural resources.*

A development application (rezoning, site plan, preliminary plat, and some other special exceptions) will not be deemed complete until a final approved Traffic Impact Analysis (TIA), if required, is received and approved by the Gaston County Planning and Development Services Director or designee. In addition, applicants should note that interagency and intergovernmental coordination is necessary for projects that impact transportation facilities maintained by State or Municipal Governments.



B. Traffic Impact Analysis (TIA) Process

The first step in the TIA process is the preparation of a scoping report. The report will include a site plan, quantitative description of the proposed development and land use along with a vicinity map. The scoping report will be used to determine if a TIA is needed and if there are any safety issues associated with the development. The County, a Transportation Consultant for the County, the Applicant, the Gaston-Cleveland-Lincoln Metropolitan Planning Organization (GCLMPO), and NCDOT staff may participate in this initial step.

Traffic Impact Analysis (TIA) is required when a proposed development or redevelopment will generate one hundred (100) or more new peak hour trips or the total added volume is equal to one thousand (1,000) vehicles per day, based on the latest edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual, and that generally would have a significant impact on existing Level of Service (LOS).

The Traffic Impact Analysis (TIA) must be prepared by a qualified traffic engineer registered in the State of North Carolina and approved by Gaston County. The cost of the Traffic Impact Analysis (TIA) study shall be paid for by the applicant. Consultants completing the required TIA shall be selected from a list of qualified traffic engineer consultants established and approved by the Gaston County Planning and Development Services Director or designee on a biennial basis. Other consultants may be used with the advance written approval of the Gaston County Planning and Development Services Director or designee.

If the TIA scope for a proposed project includes roads or property within municipal limits, the municipality shall be provided with TIA drafts for courtesy reviews. For projects requiring a TIA, no plan approvals will be provided by Gaston County staff until the TIA is approved by all reviewing agencies. If a proposed project requires a Traffic Impact Analysis (TIA) that impacts a road or roads maintained by the North Carolina Department of Transportation (NCDOT), Gaston County staff shall not approve the Traffic Impact Analysis (TIA) until confirmation of approval of the project's general concept is received from the NCDOT staff.

The Traffic Impact Analysis (TIA) must conform to all the requirements in this section and shall be prepared in accordance with the NCDOT current Policy on Street and Driveway Access to North Carolina Highways manual. The Traffic Impact Analysis (TIA) report must describe and include:

1. The Study Methodology
2. The Data Used
3. The Study Findings
4. The Recommendations based on the results



If the results of a Traffic Impact Analysis (TIA) demonstrate that a proposed development may overburden the road system based on impacts to the general health, safety and welfare of the citizens of Gaston County, the Gaston County Planning and Development Services Director or designee may impose certain conditions to alleviate the negative impacts described by the Traffic Impact Analysis (TIA).

The following projects shall not be required to submit a Traffic Impact Analysis (TIA):

1. Developments (or phases of) that were approved prior to the effective date of the Traffic Impact Analysis (TIA) that have maintained valid planned development master plans, preliminary plats, major site plans or conditional use permits. Any additional phases need to be submitted according to the requirements of this section.
2. Where approved by the Gaston County Planning and Development Services Director or designee, redevelopment of any site on which the additional traffic at peak hour represents an increase of less than one hundred (100) trips from the previous development, where the redevelopment is initiated within twelve (12) months of the change of use of the previous project.
3. Minor subdivision, as defined in Chapter 13.

C. Traffic Impact Analysis (TIA) Application Modification

An applicant may modify an application to minimize the traffic-related effects identified in a Traffic Impact Analysis (TIA). The applicant may include:

1. A reduction in the projected vehicle trips per day
2. The dedication of additional right-of-way
3. The re-routing of traffic and proposed access and egress points
4. Participation in the funding of traffic signals or intersection improvements
5. Utilization of Public Transit System
6. Emerging Technologies
7. Other modifications determined to be necessary

All Traffic Impact Analysis (TIA) reports must include a statement of compliance with adopted transportation plans, programs, and policies adopted by Gaston County, Municipalities, NCDOT or GCLMPO for maintaining a safe, reliable, and efficient multi-modal transportation system.

D. Traffic Impact Analysis (TIA) Appeal

Final action on a Traffic Impact Analysis (TIA) may be appealed to the Gaston County Planning Board.

The Gaston County Planning Board may approve the Traffic Impact Analysis (TIA) if the



Board determines that the applicant has satisfactorily mitigated adverse traffic effects; or additional traffic from the project has an insignificant effect on Gaston County roads.

E. Traffic Impact Analysis (TIA) Expiration

If a proposed development does not commence in a timely fashion, fully built out within the proposed timeframe, or the market dictates a change in land use from what was approved within the Traffic Impact Analysis (TIA) document, changes or updates to a previously approved TIA may be required. To address these changes and other deviations from approved TIA scopes, these guidelines are provided to determine when a revised TIA is required.

An approved TIA will be considered valid unless:

1. The build year date is exceeded by more than twelve (12) months.
2. Road improvements have been constructed within the study area and were not considered in the original TIA or change the distribution of traffic within the study area.
3. Road improvements considered in the original TIA that were needed to achieve the targeted Level of Service (LOS) and mitigate the impacts of the proposed development or change the distribution of traffic within the study area were not completed within the timeframe projected in the TIA.
4. Development occurs within the study area that is significantly greater than the anticipated background growth (from a rezoning, annexation, etc).
5. The developer of the site proposes to increase the number of residential units in developments approved to contain up to three hundred (300) units by ten percent (10%) or more, in development approved to contain three hundred (300) or more units by five percent (5%) or more, or to increase the commercial square footage of gross and leasable floor area by twenty percent (20%) or more.
6. A change in use or scale of the development is proposed that may result in an increase in trip generation, a change in traffic distribution, change in access points, or additional impact to a Level of Service (LOS).

When a development's Traffic Impact Analysis (TIA) is considered to no longer be consistent with the previously approved scope for one or more of these reasons, additional development of the site shall not be approved by Gaston County Planning and Development Services Director or designee until a revised TIA is approved by all reviewing agencies.



PROPOSED TEXT AMENDMENTS – PUBLIC HEARING – June 2019
Highlighted italics = additions; strikeouts = deletions

5.11.2 PROCEDURES

- C. 5. A traffic impact *analysis, if required, shall be in compliance with the requirements as defined in Chapter 9.* ~~study of the proposed development prepared by a qualified transportation or traffic engineer or planner. Information requested to be a part of the impact study may include:~~
- a. ~~Existing traffic conditions within the study area boundary.~~
 - b. ~~Traffic volumes generated by the existing and proposed development on the parcel, including the morning peak, afternoon or evening peak, and average annual daily traffic levels.~~
 - c. ~~The distribution of existing and proposed trips through the street network.~~
 - d. ~~Analyses of the capacities of intersections located within the study area boundary.~~
 - e. ~~Recommendations for improvements designed to mitigate traffic impacts and to enhance pedestrian access to the development from the public right-of-way; and~~
 - f. ~~Other pertinent information, including but not limited to accidents, noise, and impacts of air quality and other natural resources.~~



PROPOSED TEXT AMENDMENTS – PUBLIC HEARING – June 2019

Highlighted italics = additions; strikeouts = deletions

TABLE 2.7-1 DEFINED TERMS		
Term	Use Table Subcategory*	Definition
Level of Service (LOS)		<i>The Highway Capacity Manual (HCM) defines levels of service as “qualitative measures that characterize operational conditions within a traffic stream and their perception by motorists and passengers”. Level of Service (LOS) is also a letter designation that describes a range of operating conditions on a particular type of road facility.</i>
Traffic Impact Analysis		<i>Also known as a Traffic Impact Study or Traffic Impact Assessment, is a specialized study that evaluates the effects of a development’s traffic on the surrounding transportation infrastructure. The report is produced by a qualified professional (a.k.a. Private Engineering Firms, Professional Engineer or Traffic Engineer) hired by applicant. A TIA is essential to determine required improvements to the State Highway System within the vicinity of the development necessary to mitigate potentially undesirable impacts. i.e. Transportation Engineer, Transportation Planner, Traffic Engineer, etc.), in association with subdivision plat approval that, at a minimum, addresses the following items in relationship to the proposed subdivision:</i> <i>a. An estimation of traffic generated;</i> <i>b. An estimation of trip distribution to and from the development;</i> <i>c. An analysis of the existing road system serving the development (to the nearest major intersections) and the effect of the development on that system;</i> <i>d. A listing of proposed improvements, both on and off site, and their effect on the existing system.</i>
Trip Generation		<i>A forecast of the amount of trips associated with specific land uses. A trip generation report should include:</i> <i>• Total daily trips (unadjusted Average Daily Trips)</i> <i>• AM peak hour (enter/exit)</i> <i>• PM peak hour (enter/exit)</i> <i>A trip generation is used to provide a measure of the magnitude of the development and associated traffic impacts (unadjusted trips). Also forms the foundation of the Traffic Impact Analysis (TIA), and has a direct effect on the required mitigations.</i>



Gaston County

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Planning Board Action

File #: 19-235

Commissioner Worley - Planning & Development Services - Parallel Conditional Use Permit (PCUP): PCUP19-05, Jeff Smith (Applicant); Property Parcel: 194355 (part of), Located at 2810 Rufus Ratchford Rd., Gastonia, NC, Request for a PCUP Zoning District from the (R-1) Single Family Limited Zoning District with (SV) Scenic View and (US) Urban Standards Overlays to the (CU/C-3) Conditional Use / General Commercial Zoning District with (SV) Scenic View and (US) Urban Standards Overlays (PCUP), in order to allow Contractor's Office/Equipment Storage Yard

STAFF CONTACT

David L. Williams - Planning Director - 704-866-3473

BACKGROUND

Chapter 5 of the Unified Development Ordinance provides for issuance of a Conditional Use Permit for parcels which have been zoned as a Conditional Use District. A quasi-judicial public hearing is required which allows for sworn testimony before the Board of Commission and Planning Board prior to consideration of the Conditional Use Permit. Planning Board recommendation and Board of Commission approval or disapproval shall be based on four findings (outlined in the ordinance) made on factual evidence provided through the public hearing process. Jeff Smith (Applicant), applied for a zoning map change from the (R-1) Single Family Limited Zoning District with (SV) Scenic View and (US) Urban Standards Overlays to the (CU/C-3) Conditional Use / General Commercial Zoning District with (SV) Scenic View and (US) Urban Standards Overlays (PCUP), in order to allow Contractor's Office/Equipment Storage Yard. Said property consists of 15.13 acres, of which 1.5 acres are to be considered for rezoning, located at 2810 Rufus Ratchford Rd., Gastonia, NC in the South Point Township. A joint public hearing was advertised for and held on June 25, 2019 to take sworn testimony relating to issuance of a Conditional Use Permit, with the public hearing comments being on file in the Commission Clerk's Office.

ATTACHMENTS

Resolution - PCUP19-05; Maps - PCUP19-05



RESOLUTION TITLE: PARALLEL CONDITIONAL USE PERMIT (PCUP): PCUP19-05 JEFF SMITH (APPLICANT), PROPERTY PARCEL 194355 (PART OF), LOCATED AT 2810 RUFUS RATCHFORD RD., GASTONIA, NC, REQUEST FOR A PCUP ZONING DISTRICT FROM THE (R-1) SINGLE FAMILY LIMITED ZONING DISTRICT WITH (SV) SCENIC VIEW AND (US) URBAN STANDARDS OVERLAYS TO THE (CU/C-3) CONDITIONAL USE / GENERAL COMMERCIAL ZONING DISTRICT WITH (SV) SCENIC VIEW AND (US) URBAN STANDARDS OVERLAYS (PCUP), IN ORDER TO ALLOW CONTRACTOR'S OFFICE/EQUIPMENT STORAGE YARD

WHEREAS, Chapter 5 of the County Unified Development Ordinance set forth guidelines for consideration of a Parallel Conditional Use Permit zoned as a Conditional Use district, and a quasi-judicial joint public hearing by the County Commission and the Planning Board, was held on June 25, 2019, to take sworn testimony for a zoning map change (parallel conditional use district), as follows:

Tax Parcel Number(s): 194355 (part of)
Applicant: Jeff Smith
Owner(s): Jeffrey L. Smith, Joshua Lee Springs
Property Location: 2810 Rufus Ratchford Rd.
PCUP Request: Request for a PCUP Zoning District from the (R-1) Single Family Limited Zoning District with (SV) Scenic View and (US) Urban Standards Overlays to the (CU/C-3) Conditional Use / General Commercial Zoning District with (SV) Scenic View and (US) Urban Standards Overlays (PCUP), in order to allow Contractor's Office/Equipment Storage Yard

public hearing comments are on file in the Commission Clerk's Office as a part of the minutes of the meeting; and,

WHEREAS, the Planning Board recommended **(approval)** or **(disapproval)** of the map change for parcel: 194355 (part of), located at 2810 Rufus Ratchford Rd., Gastonia, NC, from the (R-1) Single Family Limited Zoning District with (SV) Scenic View and (US) Urban Standards Overlays to the (CU/C-3) Conditional Use / General Commercial Zoning District with (SV) Scenic View and (US) Urban Standards Overlays (PCUP), in order to allow Contractor's Office/Equipment Storage Yard, on June 25, 2019, based on: public hearing comment and staff recommendation; and the request is in **(accordance with)** or **(not in accordance with)** the County's Comprehensive Plan.

Motion: _____ Second: _____ Vote: _____
Aye: _____
Nay: _____
Absent: _____
Abstain: _____

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:

Parallel Conditional Use Permit (PCUP): PCUP19-05 Jeff Smith (Applicant), Property Parcel 194355 (part of), Located at 2810 Rufus Ratchford Rd., Gastonia, NC, Request for a PCUP Zoning District from the (R-1) Single Family Limited Zoning District with (SV) Scenic View and (US) Urban Standards Overlays to the (CU/C-3) Conditional Use / General Commercial Zoning District with (SV) Scenic View and (US) Urban Standards Overlays (PCUP), in order to allow Contractor's Office/Equipment Storage Yard

Page 2

WHEREAS, based on evidence provided in sworn testimony at the public hearing, the Planning Board made the following findings of fact:

- a. The proposed development will not materially endanger the public health or safety if located where proposed and developed according to plan, based on:

Motion: Second: Vote:
Aye:
Nay:
Absent:
Abstain:

- b. The use meets all required conditions and specifications, based on:

Motion: Second: Vote:
Aye:
Nay:
Absent:
Abstain:

- c. The proposed development will not substantially injure the value of adjoining or abutting property unless it is a public necessity, based on:

Motion: Second: Vote:
Aye:
Nay:
Absent:
Abstain:

- d. The location and character of use, if developed according to the plan as submitted and approved, will be in harmony with the area in which it is to be located and will be in general conformity with the adopted Land Use Plan and other plans for the physical development of the County as adopted by the Board of Commissioners, based on:

Motion: Second: Vote:
Aye:
Nay:
Absent:
Abstain:

WHEREAS, making all findings of fact in the affirmative, the Planning Board recommends (**approval**) or (**not approval**) of the Parallel Conditional Use Permit (PCUP) with the following proposed recommended conditions:

Parallel Conditional Use Permit (PCUP): PCUP19-05 Jeff Smith (Applicant), Property Parcel 194355 (part of), Located at 2810 Rufus Ratchford Rd., Gastonia, NC, Request for a PCUP Zoning District from the (R-1) Single Family Limited Zoning District with (SV) Scenic View and (US) Urban Standards Overlays to the (CU/C-3) Conditional Use / General Commercial Zoning District with (SV) Scenic View and (US) Urban Standards Overlays (PCUP), in order to allow Contractor's Office/Equipment Storage Yard

Page 3

Parallel Conditional Use Application (PCUP19-05) Conditions

1. The applicant shall complete the development strictly in accordance with the plans submitted to and approved (and/or modified) by the Board of Commissioners.
2. If any of the conditions affixed hereto of any part thereof is held invalid or void, then this permit shall be void and no effect.
3. Unless the Board of Commissioners issues a Conditional Use Permit which either is specifically exempt from any time constraints or has some other specified time period for implementation, the applicant must secure a valid building permit within a twenty-four (24) month period from the date of issuance of the Conditional Use Permit.
4. Development shall meet all local, state and federal requirements.

Motion:

Second:

Vote:

Aye:

Nay:

Absent:

Abstain:

NOW, THEREFORE, BE IT RESOLVED by the County Commission that after consideration of the Parallel Conditional Use Permit application, sworn testimony provided at the public hearing and Planning Board recommendation:

- 1) Find the proposed map change for parcel 194355 (part of), from the (R-1) Single Family Limited Zoning District with (SV) Scenic View and (US) Urban Standards Overlays to the (CU/C-3) Conditional Use / General Commercial Zoning District with (SV) Scenic View and (US) Urban Standards Overlays (PCUP), in order to allow Contractor's Office/Equipment Storage Yard, is consistent with the County's Comprehensive Plan; the map change is **(approved)** or **(disapproved)** as follows:

Motion:

Second:

Vote:

Aye:

Nay:

Absent:

Abstain:

- 2) Based on evidence provided in sworn testimony at the public hearing, the Board of Commissioners made the following findings of fact:

- a) The proposed development will not materially endanger the public health or safety if located where proposed and developed according to plan, based on:

Motion:

Second:

Vote:

Aye:

Nay:

Absent:

Abstain:

Parallel Conditional Use Permit (PCUP): PCUP19-05 Jeff Smith (Applicant), Property Parcel 194355 (part of), Located at 2810 Rufus Ratchford Rd., Gastonia, NC, Request for a PCUP Zoning District from the (R-1) Single Family Limited Zoning District with (SV) Scenic View and (US) Urban Standards Overlays to the (CU/C-3) Conditional Use / General Commercial Zoning District with (SV) Scenic View and (US) Urban Standards Overlays (PCUP), in order to allow Contractor's Office/Equipment Storage Yard

Page 4

- b) The use meets all required conditions and specifications, based on:

Motion:	Second:	Vote:
Aye:		
Nay:		
Absent:		
Abstain:		

- c) The proposed development will not substantially injure the value of adjoining or abutting property unless it is a public necessity, based on:

Motion:	Second:	Vote:
Aye:		
Nay:		
Absent:		
Abstain:		

- d) The location and character of use, if developed according to the plan as submitted and approved, will be in harmony with the area in which it is to be located and will be in general conformity with the adopted Land Use Plan and other plans for the physical development of the County as adopted by the Board of Commissioners, based on:

Motion:	Second:	Vote:
Aye:		
Nay:		
Absent:		
Abstain:		

- 3) Making all findings of fact in the affirmative, the Board of Commissioners **(approves)** or **(disapproves)** of the Parallel Conditional Use Permit (PCUP) with the following recommended conditions:

Parallel Conditional Use Application (PCUP19-05) Conditions

1. The applicant shall complete the development strictly in accordance with the plans submitted to and approved (and/or modified) by the Board of Commissioners.
2. If any of the conditions affixed hereto of any part thereof is held invalid or void, then this permit shall be void and no effect.

Parallel Conditional Use Permit (PCUP): PCUP19-05 Jeff Smith (Applicant), Property Parcel 194355 (part of), Located at 2810 Rufus Ratchford Rd., Gastonia, NC, Request for a PCUP Zoning District from the (R-1) Single Family Limited Zoning District with (SV) Scenic View and (US) Urban Standards Overlays to the (CU/C-3) Conditional Use / General Commercial Zoning District with (SV) Scenic View and (US) Urban Standards Overlays (PCUP), in order to allow Contractor's Office/Equipment Storage Yard

Page 5

3. Unless the Board of Commissioners issues a Conditional Use Permit which either is specifically exempt from any time constraints or has some other specified time period for implementation, the applicant must secure a valid building permit within a twenty-four (24) month period from the date of issuance of the Conditional Use Permit.
4. Development shall meet all local, state and federal requirements.

Motion:
Aye:
Nay:
Absent:
Abstain:

Second:

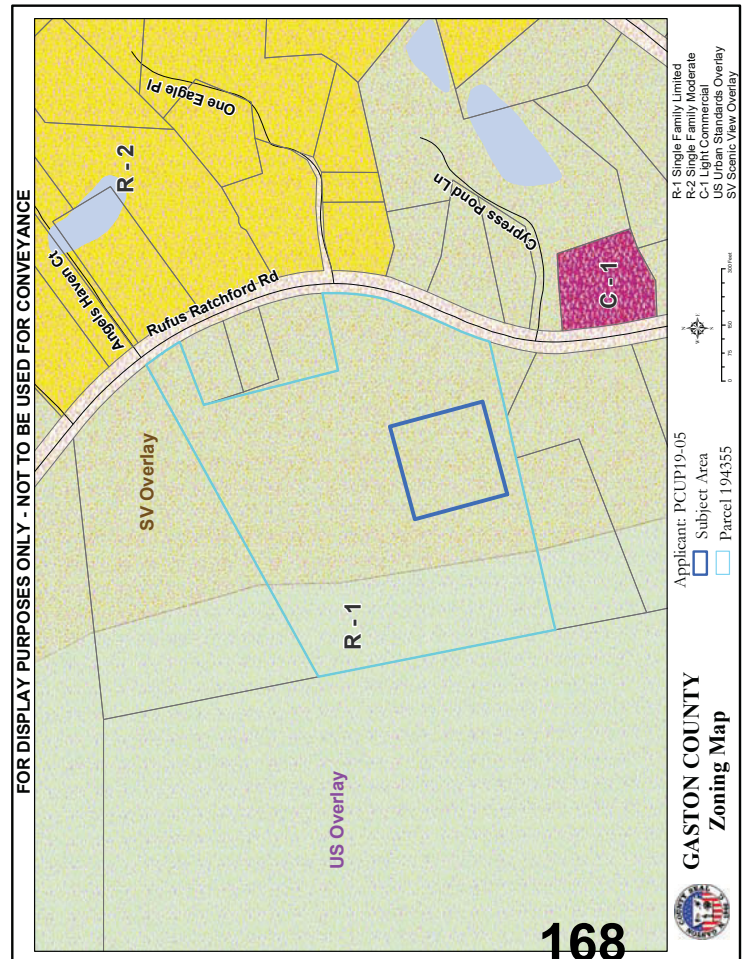
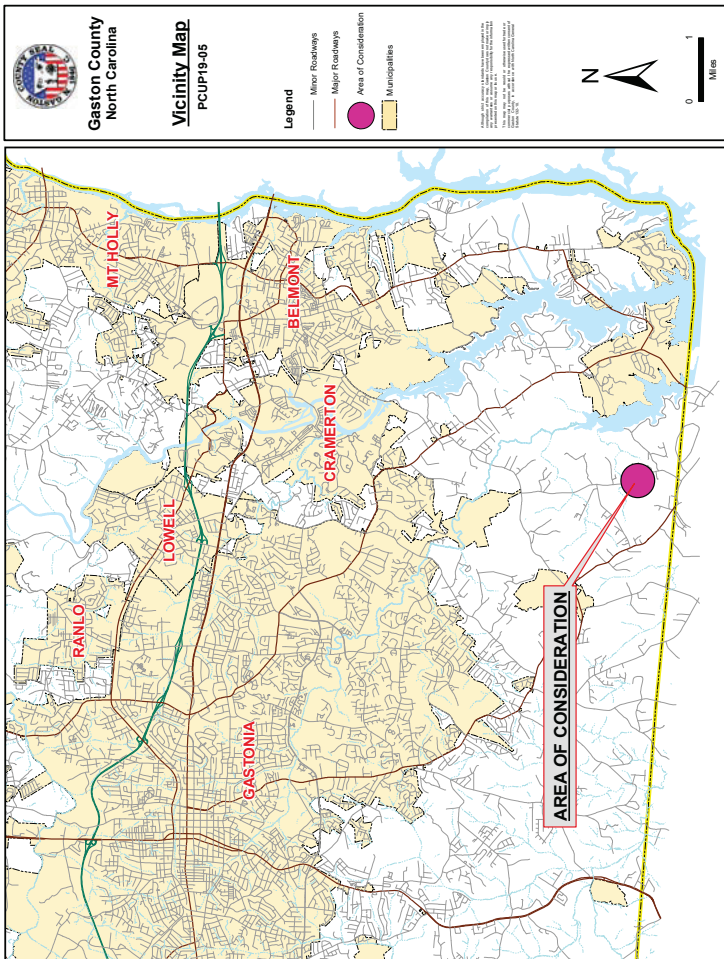
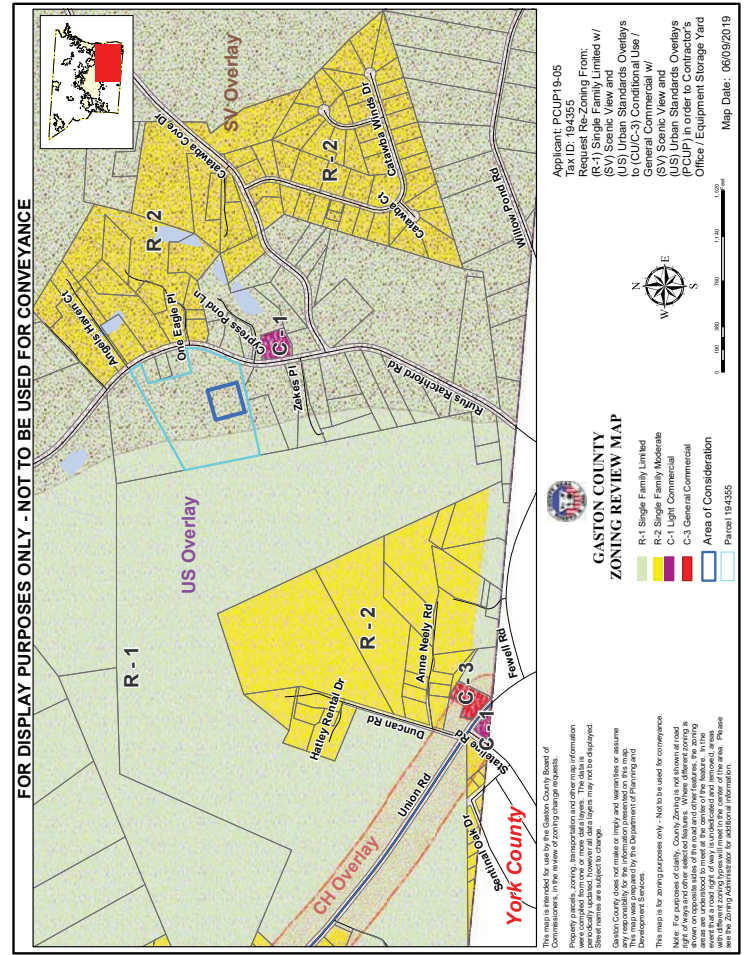
Vote:

- 4) The County Manager is authorized to make necessary notifications in this matter to appropriate parties.

Tracy L. Philbeck, Chairman
Gaston County Board of Commissioners

Attest:

Donna S. Buff, Clerk to the Board





Gaston County

Gaston County
Board of Commissioners
www.gastongov.com

Board of Commissioners Board Action

File #: 19-031

Appointment List - Current Expiring Terms/Vacant Positions

STAFF CONTACT

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

Appointment List

June 25, 2019

COMMISSIONER	BOARD	REPRESENTING	REASON	NAME	END DATE
Full Board					
Full Board	Gaston College Board of Trustees	At Large	Term Expiring	Mrs. Janie P. Peak	06/30/2019
Full Board	Health and Human Services Board	Partners "BHM"	Term Expiring	Mr. Andrew Schrag	06/30/2019
Full Board	Juvenile Crime Prevention Council (JCPC)	Commissioner/Ex-Officio	Term Expiring	Commissioner Ronnie Worley	06/30/2019
Full Board	Quality of Natural Resources Committee (QNRC)	Health	Vacant	Vacancy/Steve Tracy	10/31/2019
Full Board	Quality of Natural Resources Committee (QNRC)	Land Conservation	Vacant	Vacancy/Robert Cloninger, III	10/31/2019
Full Board	Quality of Natural Resources Committee (QNRC)	Agriculture	Vacant	Vacancy/Richard "Ricky" Rhyne	10/31/2021
Full Board	Quality of Natural Resources Committee (QNRC)	Education	Vacant	Vacancy	10/31/2017
Chad Brown					
#7-CB	Council on Aging	Region F AAC Alternate	Vacant	Vacancy/Shirley Wiggins	05/31/2019
#7-CB	Economic Development Commission	Travel and Tourism Member	Term Expiring	Mr. Mark A Stephens	06/30/2019
#7-CB	Family Advisory Board	Grants Administrator/Ex-Officio (Non-Voting)	Term Expiring	Ms. Taylor Drury	06/30/2019
RB Twp.	Historic Preservation Commission	RB Twp.	Term Expiring	Mrs. Suzanne S Deal	06/30/2019
#7-CB	Jury Commission	At Large	Term Expiring	Mr. David Keith Masters	06/30/2019
#7-CB	Juvenile Crime Prevention Council (JCPC)	Substance Abuse	Term Expiring	Ms. Rebecca S. Jones	06/30/2019
#7-CB	Juvenile Crime Prevention Council (JCPC)	HHS - Social Services Division Director/Designee/Ex-Officio	Term Expiring	Mr. Chris Dobbins	06/30/2019
#7-CB	Juvenile Crime Prevention Council (JCPC)	Community Rep.	Term Expiring	Mr. Edgar Bogle	06/30/2019
#7-CB	Nursing Home Community Advisory Committee	NHA Appt.	Vacant	Vacancy/Shirley Ferguson	11/30/2011
#7-CB	Region F Aging Advisory Committee	Alternate	Vacant	Vacancy/Shirley Wiggins	05/31/2019
#7-CB	Transportation Advisory Board (TAB)	Civic Organization	Vacant	Vacancy/Mr. Randy Watson	10/31/2016

Legend: Vacant = Person does not wish to be reappointed or has resigned; Term Expiring = Commissioner may reappoint if appointee desires to continue serving; Appointment or Reappoint Recommended = Agency has requested action, if Commissioner desires to do so.
Full Board = Appointment is made with motion/second/vote from the Board.

Appointment List

June 25, 2019

COMMISSIONER	BOARD	REPRESENTING	REASON	NAME	END DATE
<u>Jack Brown</u>					
#1-JB	Adult Care Home Community Advisory Committee	Commission	Vacant	Vacancy/Carl Baber	08/31/2018
#1-JB	Juvenile Crime Prevention Council (JCPC)	Superintendent of Schools/ Designee	Term Expiring	Dr. Melissa Balknight	06/30/2019
#1-JB	Nursing Home Community Advisory Committee	NHA Appt.	Vacant	Vacancy/Mr. Jonathan Fletcher	06/30/2018
<u>Allen Fraley</u>					
#4-AF	Adult Care Home Community Advisory Committee	Domiciliary Home Appt.	Vacant	Vacancy/Ms. Jane Patrick	01/31/2018
#4-AF	Adult Care Home Community Advisory Committee	Commission	Term Expiring	Ms. Erin E. Barbee	04/30/2019
#4-AF	Family Advisory Board	Citizen At Large	Vacant	Vacancy/Frank Morehead	09/30/2021
#4-AF	Health and Human Services Board	Consumer of Services	Term Expiring	Dr. Edward Smith	06/30/2019
#4-AF	Health and Human Services Board	Engineer	Term Expiring	Mr. Robert S. Browne	06/30/2019
#4-AF	Juvenile Crime Prevention Council (JCPC)	Partners "BHM" Director/Designee/Ex-Officio	Term Expiring	Ms. Tara Conrad	06/30/2019
#4-AF	Juvenile Crime Prevention Council (JCPC)	Community Rep.	Term Expiring	Mr. Chad Hawkins	06/30/2019
#4-AF	Juvenile Crime Prevention Council (JCPC)	County Manager/Designee/Ex-Officio	Term Expiring	Mr. Matthew Rhoten	06/30/2019
#4-AF	Nursing Home Community Advisory Committee	At Large	Term Expiring	Ms. Michelle Mills	06/30/2019

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Appointment List

June 25, 2019

COMMISSIONER	BOARD	REPRESENTING	REASON	NAME	END DATE
<u>Bob Hovis</u>					
#5-BH	Adult Care Home Community Advisory Committee	NHA Appt	Vacant	Vacancy/Mary Alice Brown	04/30/2019
#5-BH	Family Advisory Board	Ministerial	Vacant	Vacancy/Pastor Rick Ivey	04/30/2018
#5-BH	Gaston Community Action Board of Trustees (GCA)	Public Sector	Vacant	Vacancy/Rashuan Newton	10/31/2021
#5-BH	Health and Human Services Board	Optometrist	Term Expiring	Dr. Sandra Farnham	06/30/2019
CM Twp.	Industrial Facilities and Pollution Control Financing Authority	CM Twp.	Vacant	Vacancy/Neil Styers	10/31/2018
#5-BH	Juvenile Crime Prevention Council (JCPC)	Community Rep.	Term Expiring	Mr. Bryan Denton	06/30/2019
#5-BH	Juvenile Crime Prevention Council (JCPC)	District Attorney/ Designee	Term Expiring	Ms. Pili Coleman	06/30/2019
#5-BH	Transportation Advisory Board (TAB)	Local Elected Officials/Staff	Vacant	Vacancy/Commissioner Donnie Loftis	10/31/2012
#5-BH	Transportation Advisory Board (TAB)	United Way of Gastonia	Vacant	Vacancy/Ms. Deborah Ally	10/31/2019
<u>Tom Keigher</u>					
#6-TK	Adult Care Home Community Advisory Committee	NHA Appt	Vacant	Vacancy/Patricia (Patti) Lineberger	02/01/2017
G Twp./TK	Historic Preservation Commission	G Twp./TK	Term Expiring	Mrs. Lucy Penegar	06/30/2019
#6-TK	Juvenile Crime Prevention Council (JCPC)	Community Rep.	Term Expiring	Mr. Gerald Mack	06/30/2019
#6-TK	Juvenile Crime Prevention Council (JCPC)	Sheriff/Designee/ Ex-Officio	Term Expiring	Sheriff Alan G. Cloninger	06/30/2019
#6-TK	Juvenile Crime Prevention Council (JCPC)	District Court Judge	Term Expiring	Judge Pennie M. Thrower	06/30/2019
#6-TK	Nursing Home Community Advisory Committee	NHA Appt.	Vacant	Vacancy/Ms. Velda Robinson	06/30/2018
#6-TK	Nursing Home Community Advisory Committee	At Large	Vacant	Vacancy/Thomas Gillespie	03/31/2016
#6-TK	Transportation Advisory Board (TAB)	Vocational Rehabilitation	Vacant	Vacancy/Mr. Eric F. Davis	10/31/2020
#6-TK	Transportation Advisory Board (TAB)	Local Elected Officials/Staff	Vacant	Vacancy/Don Grant	10/31/2020
#6-TK	Transportation Advisory Board (TAB)	Chamber of Commerce/Economic Development	Vacant	Vacancy/Commissioner Tom Keigher	05/31/2021
G Twp./TK	Travel & Tourism Advisory Board	Citizen At Large	Vacant	Vacancy/Vann Noblett	05/01/2022

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 Full Board = Appointment is made with motion/second/vote from the Board.

Appointment List

June 25, 2019

COMMISSIONER	BOARD	REPRESENTING	REASON	NAME	END DATE
<u>Tracy Philbeck</u>					
#2-TP	Health and Human Services Board	Consumer of Services	Term Expiring	Mr. Charles Martin	06/30/2019
#2-TP	Juvenile Crime Prevention Council (JCPC)	HHS - Health Division Director/ Designee/Ex-Officio	Term Expiring	Mr. Curtis Hopper	06/30/2019
#2-TP	Juvenile Crime Prevention Council (JCPC)	Chief Court Counselor/Designee	Term Expiring	Ms. Carol McManus	06/30/2019
#2-TP	Juvenile Crime Prevention Council (JCPC)	United Way Rep./ Nonprofit Agency	Vacant	Vacancy/Cody Carpenter	06/30/2019
#2-TP	Juvenile Crime Prevention Council (JCPC)	Community Rep.	Vacant	Vacancy/Daniel Buckley	06/30/2019
#2-TP	Transportation Advisory Board (TAB)	Private Citizen (Handicapped)	Vacant	Vacancy/Mr. Bill Dellinger, Jr.	10/31/2020
#2-TP	Workforce Development Board	Private Sector - Organized Labor	Vacant	Vacancy/Sandy Scott McAlister	06/01/2022
<u>Ronnie Worley</u>					
#3-RW	Adult Care Home Community Advisory Committee	Domiciliary Home Appt.	Vacant	Vacancy/Keith Hart	11/01/2016
#3-RW	Family Advisory Board	Dream Center	Vacant	Vacancy	12/31/2019
#3-RW	Health and Human Services Board	Psychologist (PhD)	Vacant	Vacancy/Dr. Ann Navarro	06/30/2017
SP Twp.	Historic Preservation Commission	SP Twp.	Term Expiring	Mr. John Russell	06/30/2019
#3-RW	Juvenile Crime Prevention Council (JCPC)	Youth Rep.	Vacant	Vacancy/Mr. Dickson Reid Jentsch	06/30/2019
#3-RW	Juvenile Crime Prevention Council (JCPC)	Community Rep.	Term Expiring	Mr. Elmer Ray Raynor	06/30/2019
#3-RW	Juvenile Crime Prevention Council (JCPC)	Chief of Police/ Ex-Officio	Term Expiring	Chief Joseph Ramey	06/30/2019
#3-RW	Juvenile Crime Prevention Council (JCPC)	Juvenile Defense Attorney	Term Expiring	Mr. Jesse B. Caldwell IV	06/30/2019
#3-RW	Nursing Home Community Advisory Committee	NHA Appt.	Vacant	Vacancy/Effie Locklear	06/30/2019
#3-RW	SARA Local Planning Committee (LEPC)	Law Enforcement	Vacant	Vacancy/Mr. Randy Graham	12/31/2018

***NOTE:** Quality Natural Resources Committee- Positions Assigned to Full Board.
 Council on Aging - Appointee will automatically serve on the Home & Community Block Grant Advisory Committee
 Nursing Home Community Advisory Committee - Membership Prerequisites for new appointees should be cleared through
 Ruth Murphy (704) 862-7667

Legend: Vacant = Person does not wish to be reappointed or has resigned; Term Expiring = Commissioner may reappoint if appointee desires to continue serving;
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Gaston County

Gaston County
Board of Commissioners
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Board of Commissioners

Board Action

File #: 19-239

Commissioner Philbeck - BOC - To Designate a 2019 NACo Annual Conference Voting Delegate and Alternate

STAFF CONTACT

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

BACKGROUND

The BOC is requested to designate a Voting Delegate for NACo's 2019 Annual Conference to be held in Clark County - Las Vegas, NV on July 12 - 15, 2019.

ATTACHMENTS

NACo 2019 Credentials Voting Form



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