



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, December 10, 2019

Meeting Agenda

REVISED - Rescheduled Regular Meeting 6:00 P.M.

CALL TO ORDER
INVOCATION
PLEDGE OF ALLEGIANCE

MOTION TO OPEN PUBLIC HEARINGS

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

- A. Public Hearing - Zoning Map Change: Z19-16 Stuart & Lisa LaFrancis (Applicant); Property Parcel: 154069, Located at 109 Womble Dr., Bessemer City, NC, Rezone from the (I-2) General Industrial Zoning District with (CH) Corridor Highway and (US) Urban Standards Overlays to the (C-1) Light Commercial Zoning District with (CH) Corridor Highway and (US) Urban Standards Overlays
 - 1. Receive Citizen Comment
 - 2. Resolution to be addressed under Non-Consent (Zoning Matters)
- B. Public Hearing - Zoning Text Amendment: (ZTA19-06) Gaston County Planning Board (Applicant); To Consider Proposed Text Amendments to the Unified Development Ordinance (UDO): Chapter 5 (Permit and Modification Procedures): Section 5.16.5(A), 5.16.6; Chapter 7 (Uses and Building Lot Standards): Section 7.6.5(A), 7.6.6(A), 7.6.7(B); Chapter 9 (General Provisions): Section 9.13(A)(1), 9.13(A)(3)
 - 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)

II. PUBLIC HEARINGS (Commissioners Only)

- A. **REVISED/** Public Hearing - RE: Commissioner Jack Brown - EDC - To Authorize Gaston County to Complete an Application for a One North Carolina Grant and to Enter into an Economic Development Agreement (EDA) to Provide a Standard Level Two Incentive Grant - Project CATAMOUNT.....**GREEN SHEET PAGES (GSP) 6-8**
 - 1. Receive Citizen Comment
 - 2. Accept Motion to Approve

- B.** Public Hearing - RE: Commissioner Jack Brown - EDC - To Authorize a Standard Level One Grant and to Convey 6.6+/- Acres in the Apple Creek Business Park - Project DUO.....9-10
 1. Receive Citizen Comment
 2. Accept Motion to Approve
- C.** Public Hearing - RE: Commissioner Jack Brown - EDC - To Approve a Resolution to Convey Approximately 6.2 +/- Acres in the Gastonia Technology Park - Project SIBO.....11-12
 1. Receive Citizen Comment
 2. Accept Motion to Approve
- D.** Public Hearing - RE: Commissioner Fraley - County Attorney/EDC - To Authorize the Purchase of Approximately 93 Acres in the Cherryville Township from the Beam Trust and M'Shel Bowen for \$6,000 per Acre, Subject to Survey - Beam Industrial Park.....13-27
 1. Receive Citizen Comment
 2. Accept Motion to Approve
- E.** ~~DELETED/ Public Hearing - RE: Commissioner Philbeck - County Attorney/EDC - To Authorize an Economic Development Grant Pursuant to N.C. General Statutes §158-7.1, of up to \$300,000 for Eligible Expenses for Site Improvements to the Riverwest Business Park in Belmont.....28-34~~
 1. ~~Receive Citizen Comment~~
 2. ~~Accept Motion to Approve~~

MOTION TO CLOSE PUBLIC HEARINGS

III. BUSINESS AGENDA

A. AGENDA REVISION/APPROVAL

1. REVISED: Section II., Item A
2. DELETED: Section II., Item E
3. REVISED: Section V., Item B
4. REVISED: Section V., Item E
5. REVISED: Section V., Item H
6. REVISED: Section VII., Item B

IV. CITIZEN RECOGNITION (Sign up Prior to Meeting; Speakers Have Five Minutes to Speak on Issue of Choice.)

V. CONSENT AGENDA

- A.** Commissioner Philbeck - BOC - To Update the Provisions of the Gaston County Investment Grant Program to Extend the Small Business Investment Grant Program Through Calendar Year 2020.....32-37
- B.** **REVISED/** Commissioner Chad Brown - Budget/Purchasing - To Approve the Bid Award for Purchase of \$1,099,728 for Vehicles, and the Expenditure of \$180,688 for Equipment, Decals, Tag/Tax and Title Fees (Totaling \$1,280,416); and, to Approve the Reallocation and Transfer of Funds for One Full Size Truck from the Planning & Development Services Budget to the Building Services Fund (\$6,321 General Fund Transfer).....**GSP 38-43**
- C.** Commissioner Worley - Budget/Purchasing - To Accept and Appropriate Additional Federal Grant Funds Awarded by the Governor's Crime Commission for The Lighthouse: A Children's Advocacy Center (Grant Funds - \$247,889).....44-45

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- D. Commissioner Worley - Budget/Purchasing - To Accept and Appropriate Additional Federal Grant Funds for a Governor's Crime Commission (GCC) Grant for Translation Services for Children Who Witness Family Violence (Federal Funds \$117,600).....46-47
- E. **REVISED/** Commissioner Philbeck - County Attorney - To Authorize the Conveyance of a Non-Warranty Deed to Lamar W. Stroupe.....**GSP 48-52A**
- F. Commissioner Philbeck - County Manager - To Accept Departmental Budget Change Requests as Information.....53-54
- G. Commissioner Chad Brown - DHHS (Social Services Division) - To Approve a Fund Balance Appropriation for the Carry Forward of Office of Justice Programs Grant Funds from FY19 to FY20 (\$175,822).....55-56
- H. **REVISED/** Commissioner Worley - Finance - To Award Bid for Financing up to \$1,099,728 for Rolling Stock and Equipment to Bank of America Capital Corp. and to Approve the Attached Budget Change Request (to appropriate funds) and Resolution Approving Financing Terms.....**GSP 57-60**
- I. Commissioner Keigher - Finance - To Accept as Information the Attached Property Tax Refunds Less than \$100. These Tax Refunds Should Be Recorded in the Board's Minutes (NCVTS Refunds - \$7,775.64).....61-62
- J. Commissioner Worley - Library - To Accept and Appropriate \$227,155 from the North Carolina State Library for the Gaston County Public Library.....63-65
- K. Commissioner Chad Brown - Parks and Recreation - To Accept and Appropriate the Senior Center General Purpose Grant from Centralina Council of Governments Area Agency on Aging (Grant Funds - \$10,574).....66-67
- L. Commissioner Chad Brown - Police Department - To Accept and Appropriate \$20,000 of Donations, Approve the Allocation of \$110,000 of Federal Asset Forfeiture Program and State Controlled Substance Abuse Tax Fund Balance, and to Approve Axon Enterprise Inc., as a Sole Source Vendor for the Purchase of Body-Worn Cameras (No Additional County Funds Appropriated).....68-81
- M. Commissioner Worley - Police Department - To Accept and Appropriate Additional Expansion Funds Through the North Carolina Department of Public Safety, Adult Corrections and Juvenile Justice in the Amount of \$83,861 to Fund Diversion Programs for Court Involved Youth.....82-83
- N. Commissioner Chad Brown - Public Works - To Award a Construction Contract to Fairwood Construction for Mt. Holly Library ADA Renovations at a Cost Not to Exceed \$364,413.00 and Authorize the County Manager to Execute Any Necessary Contract Documents (FY20 Budgeted Funds).....84-86
- O. Commissioner Chad Brown - Public Works - To Award a Construction Contract for Poston Park ADA Trail Site Modifications to T.C. Strickland, Inc. at a Cost Not to Exceed \$621,000, and Authorize the County Manager to Execute Any Necessary Contract Documents.....87-89
- P. Commissioner Worley - Sheriff's Office - To Appropriate \$25,265 for the Gaston County Sheriff's Office from the State Criminal Alien Assistance Program (SCAAP) (100% Federal Funds).....90-91
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- Q.** Commissioner Fraley - Tax Collections - Pursuant to G.S. 105-381, the Tax Collector Requests that the Listed Tax Refunds be Made. (Real Estate - \$53,608.57; Vehicles and ETC - \$1,001.18; VTS Refunds - \$8,004.04; Grand Total - \$62,613.79).....92-95

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

- A.** Commissioner Hovis - Planning & Development Services - Zoning Map Change: Z19-16 Stuart & Lisa LaFrancis (Applicant); Property Parcel: 154069, Located at 109 Womble Dr., Bessemer City, NC, Rezone from the (I-2) General Industrial Zoning District with (CH) Corridor Highway and (US) Urban Standards Overlays to the (C-1) Light Commercial Zoning District with (CH) Corridor Highway and (US) Urban Standards Overlays.....96-99
- B.** Commissioner Philbeck - Planning & Development Services - Zoning Text Amendment: ZTA19-06 Gaston County Planning Board (Applicant); To Consider Proposed Text Amendment to the Unified Development Ordinance (UDO): Chapter 5 (Permit and Modification Procedures): Section 5.16.5(A), 5.16.6; Chapter 7 (Uses and Building Lot Standards): Section 7.6.5(A), 7.6.6(A), 7.6.7(B); Chapter 9 (General Provisions): Section 9.13(A)(1), 9.13(A)(3).....100-111

VII. NON-CONSENT AGENDA ITEMS

- A.** Commissioner Worley - Sheriff's Office - Appropriation of Additional Funds to House Inmates Out of County for September (Partial) & October 2019 (\$46,790).....112-122
- B. REVISED/** Commissioner Philbeck - Sheriff's Office - To Appropriate \$583,017 of Fund Balance and Approve 15 Additional Full Time Positions and the Purchase of 1 Vehicle for the Sheriff's Office as a Result of the Additional Infill Capacity.....**GSP 123-125**

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.....126-131

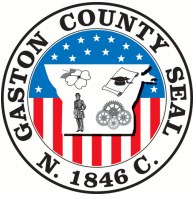
XI. REPORTS

- A. Commissioners Committee Reports**
- B. County Manager's Report**
- C. County Attorney's Report**

XII. OTHER MATTERS

XIII. ADJOURNMENT

Organizational Meeting Will Follow Immediately



Economic Development Commission Board Action

File #: 19-499

REVISED/ Public Hearing - RE: Commissioner Jack Brown - EDC - To Authorize Gaston County to Complete an Application for a One North Carolina Grant and to Enter into an Economic Development Agreement (EDA) to Provide a Standard Level Two Incentive Grant - Project CATAMOUNT

1. Receive Citizen Comment
2. Accept Motion to Approve

STAFF CONTACT

Donny Hicks - Economic Development - 704-825-4046

BUDGET IMPACT

It is anticipated that there will be zero expenditures needed from the fund balance for the One North Carolina Grant required local match of \$100,000 (50%). The match requirement will be sourced from the local investment grants from Gaston County.

BUDGET ORDINANCE IMPACT

N/A

BACKGROUND

Project CATAMOUNT is considering a total investment of \$20.6 million in new construction and machinery & equipment to establish an advanced manufacturing and technical facility in the Gastonia Technology Park with the expectation to complete this investment on or before December 31, **2023**. The Company intends to create at least fifty-nine (59), new jobs within five years of establishing operations, expecting to pay an average annual wage of \$59,661 with the current average annual wage for Gaston County being \$39,852.

POLICY IMPACT

N/A

ATTACHMENTS

REVISED Resolution



RESOLUTION TITLE: TO AUTHORIZE GASTON COUNTY TO COMPLETE AN APPLICATION FOR A ONE NORTH CAROLINA GRANT AND TO ENTER INTO AN ECONOMIC DEVELOPMENT AGREEMENT (EDA) TO PROVIDE A STANDARD LEVEL TWO INCENTIVE GRANT – PROJECT CATAMOUNT

WHEREAS, Project CATAMOUNT is considering a total investment of \$20.6 million in new construction and machinery and equipment (M&E) to establish an advanced manufacturing and technical facility in the Gastonia Technology Park with the expectation to complete this investment on or before December 31, **2023**; and,

WHEREAS, the Company intends to create at least fifty-nine (59) new jobs, within five years of establishing operations, expecting to pay an average annual wage of \$59,661 with the current average annual wage for Gaston County being \$39,852; and,

WHEREAS, this investment consists of not less than nine million seven hundred and sixty thousand dollars (\$9.76 Million) in real property investment and ten million eight hundred eighty-five thousand dollars (\$10.885 Million) in personal property (M&E) investment; and,

WHEREAS, North Carolina General Statute §158-7.1 authorizes a County to undertake an economic development project by providing grants for the location of industry; and,

WHEREAS, Gaston County developed the Gastonia Technology Park (GTP) to provide global advanced manufacturing companies with a high quality industrial park location; and,

WHEREAS, it is anticipated that the Company's capital investment in and at the Property and its operations thereat will generate significant ad valorem tax, sales tax and other revenues to the County; and,

WHEREAS, The State of North Carolina is offering a One North Carolina Fund Discretionary Grant of two hundred thousand dollars (\$200,000) which requires a local match of 50% one hundred thousand dollars (\$100,000) being sourced from the local investment grants from Gaston County; and,

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:

To Authorize Gaston County to Complete an Application for a One North Carolina Grant and to Enter into an Economic Development Agreement (EDA) to Provide a Standard Level Two Incentive Grant – Project CATAMOUNT
Page 2

WHEREAS, the County's One North Carolina Grant Fund application and Standard Level Two Incentive Grant will be incorporated into a detailed Economic Development Agreement (EDA), between Project CATAMOUNT, the County and the City of Gastonia, so as to induce the Company to provide good job opportunities and capital investment which will enhance the County's ability to attract additional business and industry.

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

Authorizes the Chairman of the Gaston County Board of Commissioners to execute any documents necessary to make application for a One North Carolina Grant. The Board further authorizes the Chairman to execute an Economic Development Agreement for a Standard Level Two Incentive Grant for Project CATAMOUNT.



Economic Development Commission Board Action

File #: 19-506

Public Hearing - RE: Commissioner Jack Brown - EDC - To Authorize a Standard Level One Grant and to Convey 6.6+/- Acres in the Apple Creek Business Park - Project DUO

1. Receive Citizen Comment
2. Accept Motion to Approve

STAFF CONTACT

Donny Hicks - Economic Development - 704-825-4046

BUDGET IMPACT

N/A

BUDGET ORDINANCE IMPACT

N/A

BACKGROUND

Project DUO is considering an investment of \$3,000,000 to construct an advanced manufacturing operation in Gaston County, including the installation of machinery and equipment and the establishment of a North American corporate office. It will be a joint venture of two companies coming together under one roof. The first company will retain nineteen (19) jobs with an average wage of \$50,000, and create five (5) new jobs with an average wage of \$60,000. The second company will retain two (2) employees with an average salary of \$40,000, and create three (3) new jobs with an average wage of \$75,000. The 2019 average annual wage in Gaston County is \$39,852.

POLICY IMPACT

N/A

ATTACHMENTS

Resolution



RESOLUTION TITLE: TO AUTHORIZE A STANDARD LEVEL ONE INCENTIVE GRANT AND TO CONVEY 6.6+/- ACRES IN THE APPLE CREEK BUSINESS PARK FOR PROJECT DUO

WHEREAS, Project DUO is considering an investment of \$3,000,000 to construct an advanced manufacturing operation in Gaston County, including the installation of machinery and equipment and the establishment of a North American corporate office. It will be a joint venture of two companies coming together under one roof. The first company will retain nineteen (19) jobs with an average wage of \$50,000, and create five (5) new jobs with an average wage of \$60,000. The second company will retain two (2) employees with an average salary of \$40,000, and create three (3) new jobs with an average wage of \$75,000. The 2019 average annual wage in Gaston County is \$39,852; and,

WHEREAS, North Carolina General Statute §158-7.1 authorizes a County to undertake an economic development project by providing land conveyance for the location of industry in order to increase the local tax base and provide quality jobs; and,

WHEREAS, the Gaston County Board of Commissioners finds that it is in the best interests of the County to convey the 6.6+/- acres of property in the Apple Creek Business Park at a total of \$429,000 or \$65,000 price per acre for 6.6+/- acres, which is dependent upon the final survey of the site, for the proposed investment of \$3,000,000 which will retain 21 jobs and create 8 new jobs expecting to pay an average annual wage higher than the County's average; and,

WHEREAS, the Gaston County Board of Commissioners has conducted a properly advertised public hearing to provide an Economic Development Agreement for the Standard Level One Incentive Grant and to convey the 6.6+/- acres of property in the Apple Creek Business Park at a total of \$429,000 or \$65,000 price per acre for 6.6+/- acres, which is dependent upon the final survey.

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

The Chairman of the Gaston County Board of Commissioners is authorized to:

1. Execute any documents necessary to complete the County's incentive proposal to convey approximately 6.6+/- acres in the Apple Creek Business Park and to execute an Economic Development Agreement for a Standard Level One Incentive Grant for Project DUO.

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Gaston County

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Economic Development Commission Board Action

File #: 19-505

Public Hearing - RE: Commissioner Jack Brown - EDC - To Approve a Resolution to Convey Approximately 6.2 +/- Acres in the Gastonia Technology Park - Project SIBO

1. Receive Citizen Comment
2. Accept Motion to Approve

STAFF CONTACT

Donny Hicks - Economic Development - 704-825-4046

BUDGET IMPACT

No additional county funds needed.

BUDGET ORDINANCE IMPACT

N/A

BACKGROUND

Project SIBO is considering an investment of \$10,000,000 to construct an advanced manufacturing operation in Gaston County, including the installation of machinery and equipment and the establishment of a North American corporate office and the creation of at least FIFTY (50) new jobs expecting to pay an average annual wage of at least \$40,000, which is about the 2019 average annual wage of \$39,852 in Gaston County.

POLICY IMPACT

N/A

ATTACHMENTS

Resolution



RESOLUTION TITLE: TO APPROVE A RESOLUTION TO CONVEY APPROXIMATELY 6.2 +/- ACRES IN THE GASTONIA TECHNOLOGY PARK - PROJECT SIBO

WHEREAS, Project SIBO is considering an investment of \$10,000,000 to construct an advanced manufacturing operation in Gaston County, including the installation of machinery and equipment and the establishment of a North American corporate office and the creation of at least FIFTY (50) new jobs expecting to pay an average annual wage of at least \$40,000, which is about the 2019 average annual wage of \$39,852 in Gaston County; and,

WHEREAS, North Carolina General Statute §158-7.1 authorizes a County to undertake an economic development project by providing land conveyance for the location of industry in order to increase the local tax base and provide quality jobs; and,

WHEREAS, the Gaston County Board of Commissioners finds that it is in the best interests of the County to convey the 6.2 +/- acres of property in the Gastonia Technology Park at a total of \$200,000 or \$32,258 price per acre for 6.2 +/- acres, which is dependent upon the final survey of the site, for the proposed investment of \$10,000,000 which will create at least 50 new jobs expecting to pay an average annual wage of at least \$40,000; and,

WHEREAS, The Gaston County Board of Commissioners has conducted a properly advertised public hearing to convey the 6.2 +/- acres of property in the Gastonia Technology Park at a total of \$200,000 or \$32,258 price per acre for 6.2 +/- acres, which is dependent upon the final survey.

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

The Chairman of the Gaston County Board of Commissioners is authorized to:

1. Execute any documents necessary to convey approximately 6.2 +/- acres in the Gastonia Technology Park for Project SIBO.

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County Attorney

Board Action

File #: 19-482

Public Hearing - RE: Commissioner Fraley - County Attorney/EDC - To Authorize the Purchase of Approximately 93 Acres in the Cherryville Township from the Beam Trust and M'Shel Bowen for \$6,000 per Acre, Subject to Survey - Beam Industrial Park

1. Receive Citizen Comment
2. Accept Motion to Approve

STAFF CONTACT

Charles Moore - County Attorney

BUDGET IMPACT

Transfer funds from Economic Development capital reserves in the approximate amount of \$575,000, to project account.

BUDGET ORDINANCE IMPACT

No impact.

BACKGROUND

The Economic Development Commission has been working for several years to study the potential for development of a business park in Cherryville. After extensive study of this site, the parties have agreed to an option to purchase contingent on the due diligence testing for the site.

POLICY IMPACT

N/A

ATTACHMENTS

Budget Change Request and Option to Purchase Agreement

GASTON COUNTY BUDGET CHANGE REQUEST

TO: Dr. Kim S. Eagle COUNTY MANAGER

FROM: 4920 Economic Development Commission

Dept. # Department Name

Donny Hicks 12/2/2019

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)
Fund Balance Appropriated	010-99-9900-0000-490000	[\$575,000]
Transfers to CIP	010-98-9800-0000-580040	\$575,000
Transfers from General Fund	040-98-9800-0000-480010	[\$575,000]
Land: Beam Property Acquisition	040-07-4920-4920-540004-Beam	\$575,000

JUSTIFICATION FOR REQUEST:

Purchase of Approximately 93 Acres in Cherryville Township from the Beam Trust and M'Shel Bowen for \$6,000 per Acre, Subject to Survey - Beam Industrial Park

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

STATE OF NORTH CAROLINA

COUNTY OF GASTON

**OPTION TO PURCHASE REAL
ESTATE**

THIS OPTION TO PURCHASE REAL ESTATE ("Agreement") is made and entered into this ____ day of December, 2019, by and between WELLS FARGO BANK, N.A., as Trustee of the Michael N. Beam Trust under Item IV, Paragraph B of the Will of Linda B. Beam dated February 1, 2012, which was admitted probate in the Superior Court of Gaston County, File No. 14-E-421 and M'SHEL B. BOWEN (collectively referred to herein as, "Seller") and GASTON COUNTY, NORTH CAROLINA, a body politic of the State of North Carolina (referred to herein as, "Purchaser").

STATEMENT OF PURPOSE

The Seller desires to grant to the Purchaser an Option to purchase the Property (as defined below) and the purpose of this Agreement is to state the terms and conditions of such Option.

NOW, THEREFORE, for and in consideration of the sum of One Thousand Dollars (\$1,000.00) ("Earnest Money") paid to Seller, the receipt of which is hereby acknowledged, Seller hereby gives, grants and conveys unto the Purchaser, its successors and assigns, the exclusive right and Option to purchase from Seller upon the terms and conditions hereafter set forth ("Option") all those tracts of land containing approximately 93 acres, in Gaston County, North Carolina, being a portion of the following tax parcels: 159046; 159098; 226913 (formerly 159044); 159103; 210299, together with any buildings and improvements thereon and all other appurtenances thereunto belonging or appertaining, and all right, title and interest which the Seller may have in all creeks, streams, lakes, rights-of-way, roads, streets and ways bounding said tracts of land. The tracts of land herein optioned are hereinafter referred to as the "Property", and are shown on EXHIBIT A which is attached hereto and made a part hereof.

The terms and conditions of this Agreement are as follows:

1. CONSIDERATION. The Earnest Money paid to Seller for this Agreement is to be part of the Purchase Price and is to be credited toward the payment of the Property, if the Purchaser should elect to exercise the Option as set forth in this Agreement. However, should the Purchaser fail to exercise the Option granted hereunder, then the consideration mentioned above shall become the property of Seller and this Agreement shall become null and void and of no further legal effect, except under those circumstances where failure to exercise the Option is due to noncompliance by the Seller with one or more of the conditions set forth in Paragraph 15 hereof.

2. DURATION. The Option herein shall exist and continue to December 31, 2020 ("Option Period"). In the event that the Army Corps of Engineers has not accepted

the stream and wetlands delineation proposed by the Purchaser, the Purchaser may choose to extend the Option Period for an additional period of six (6) months ending June 30, 2021.

3. SURVEY. The parties recognize that the acreage recited in the “Statement of Purpose” was derived from the Gaston County tax records and not from a survey. Prior to Closing Purchaser shall cause any existing survey to be updated and recertified, or if there is no existing survey, the Purchaser shall cause the Property to be surveyed by a registered land surveyor or a registered engineer. Such survey shall locate the boundaries of the Property, identify all corners and shall certify to the nearest one one/hundredth of an acre the number of acres included in the Property. The expense of such survey work shall be borne by the Purchaser, and said survey shall be used to draft the description required for the documents called for in Paragraph 18 hereof.

4. EXERCISE OF OPTION TO PURCHASE. Purchaser may exercise the Option by giving Seller written notice of such exercise at any time within the Option Period, as may be extended pursuant to the terms hereof. Said notice of the exercise of the Option, or extension of the Option Period, shall be effective if given to Purchaser at the address set forth in Paragraph 23 hereof. In addition, the Option may be exercised, or the Option Period extended, by delivery of said written notice within the time specified by email to the email address of Seller in Paragraph 23 hereof. Upon exercise by the Purchaser of the Option, this Agreement shall become a contract to purchase the Property, and the Purchaser shall have sixty (60) days from the date of notification of exercise of the Option in which to close the purchase of the Property (“Closing”), the details of said Closing being set forth in Paragraph 7 hereof.

5. PURCHASE PRICE. The purchase price for the Property shall be Six Thousand Dollars (\$6,000.00) per acre based on the survey to be prepared pursuant to Paragraph 3 hereof (“Purchase Price”) and one hundred percent (100%) of the total Purchase Price shall be paid in cash at the time of Closing, it being understood that the Earnest Money shall be credited towards the Purchase Price.

6. CLOSING. Closing shall be held within the period of time set forth in Paragraph 4 hereof on a date selected by Purchaser at the offices of Stott, Hollowell, Palmer & Windham, 401 East Franklin Boulevard, Gastonia, North Carolina, 28052 or at such other place as may be mutually agreed upon by the parties. At Closing, Seller shall deliver to Purchaser a special warranty deed, prepared at Seller’s expense, subject only to permitted exceptions referred to below (“Permitted Exceptions”) and with documentary stamps affixed at Seller’s expense, conveying to Purchaser or its assignee an indefeasible fee simple title, marketable and insurable at regular rates by Chicago Title Insurance Company without exception, except for the Permitted Exceptions. The Property shall be conveyed to Purchaser free and clear of all liens and encumbrances, claims, easements, leases, restrictions or restrictive covenants, except that the Property may be conveyed subject to the following Permitted Exceptions:

(a) All easements, covenants, restrictions, reservations, rights-of-way and other similar matters of record affecting the Property;

(b) Utility easements in customary form;

(c) Such matters as would be disclosed by a current and accurate survey and inspection of the Property.

(d) The state of compliance or non-compliance of the Property with any laws, codes, ordinances, rules, or regulations applicable to or affecting the Property

(e) Gaston County ad valorem taxes for the year in which the Closing occurs, and

(f) Zoning ordinances for Property.

On or before thirty (30) business days of written notice of the exercise of the Option (the “Review Period”), Purchaser shall provide written notice to Seller (the “Title Notice”) of any exceptions or conditions related to title contained in Purchaser’s title commitment or survey ordered pursuant to Paragraph 3 hereof (the “Title Matters”) which are unacceptable to Purchaser (the “Title Objections”). If Purchaser fails to timely provide the Title Notice, then Purchaser shall be deemed to have waived its right to object hereunder and to have accepted all matters related to title contained in Purchaser’s title commitment or survey. Although Seller may elect in its sole and absolute discretion to cure or attempt to cure any one or more of Purchaser’s Title Objections, Purchaser acknowledges and agrees that Seller has no obligation to cure any Title Objections. Seller shall, within ten (10) business days following receipt of the Title Notice, provide written notice (the “Seller’s Title Notice”) to Purchaser stating whether Seller elects to cure any of the Title Objections; provided that if Seller fails to provide Seller’s Title Notice, then Seller shall be deemed to have elected not to cure any of the Title Objections. If Seller is unable to cure certain Title Objections and such Title Objections have a material and adverse effect on the marketability of title or the value or the intended use of the Property by Purchaser (a “Material Title Defect”), then Purchaser shall, as its sole remedy under this Agreement, have the right (i) to terminate this Agreement by written notice to Seller given within five (5) business days following Purchaser’s receipt of Seller’s Title Notice (the “Response Period”), in which event this Agreement shall terminate and the parties shall have no further obligations to each other hereunder, except as expressly provided herein, and the Earnest Money shall be returned to Purchaser, or (ii) proceed to close and accept a conveyance of the Property, subject to the Permitted Exceptions and any Material Title Defect that Seller has not elected to cure, and without (A) a reduction of the Purchase Price or (B) any claim against Seller, in which case any such Title Objections or Material Title Defect that Seller has elected not to cure shall be waived by Purchaser (i.e., shall become Permitted Exceptions). Purchaser’s failure to respond within the Response Period shall be deemed to be Purchaser’s election to accept the conveyance under clause (ii) above. All Title Objections that Seller elects to cure shall be cured by Seller prior to the Closing; provided that Seller shall have the right to extend the Closing

Date one or more times for up to thirty (30) days in the aggregate to the extent reasonably necessary for Seller to cure any Title Objections that Seller elected to cure.

7. POSSESSION. Subject to the rights of any tenants of the Property (if any) as tenants only, Seller shall deliver possession of the Property to Purchaser as of Closing. Purchaser shall be entitled to receive directly from any tenants all rents coming due on or after Closing.

8. TAXES. It is agreed that all real property taxes levied against the Property shall be prorated to the date of Closing on a calendar year basis; provided, however, Purchaser shall pay at Closing any rollback taxes assessed against the Property as a result of the Purchaser's change, or planned change, of the use of the Property.

9. RIGHT OF ENTRY. Purchaser, its agents, employees or other representatives, shall have the right during the term of this Agreement and at any time upon at least twenty-four (24) hours' notice, to the notice party in Paragraph 23 hereof, from and after the exercise of the Option to go upon the Property for the purposes of making such surveys, engineering, topographical, geological and other tests and measurements including, but not limited to, soil tests, percolation tests and subsoil tests, as Purchaser deems necessary or advisable without cost to the Seller. Purchaser shall pay for any damages to the Property caused while such surveys or tests are being made, and shall indemnify Seller against any claims or losses occasioned by the exercise of the right of entry granted under the provisions hereof.

10. CONSTRUCTION OF AGREEMENT.

(a) The parties hereto agree that this Agreement constitutes the entire agreement between the parties; that no representations, stipulations, agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in the provisions of this Agreement; this Agreement may not be added to or modified except by written agreement signed by each of the parties.

(b) No waiver of any term or condition of this Agreement shall be deemed a waiver of such term or condition in the future unless such waiver shall be in writing and signed by each of the parties.

(c) If the Option is exercised so that this Agreement becomes a contract to purchase, as set forth in Paragraph 4 hereof, nevertheless, Purchaser's obligation to purchase is subject to the terms of Paragraph 16 hereof.

(d) It is understood and recognized that this Agreement is the joint undertaking of the parties hereto and results from their common negotiations.

11. ZONING. Seller represents and warrants that, during the period of Seller's ownership, Seller has received no written notice of any of the following which remain uncured: (i) any violation of any applicable deed restrictions, zoning or subdivision regulations to the Property, as modified by any duly issued variances; or (ii) any action or proceeding relating to the foregoing with respect to the Property.

12. ASSIGNMENT. Purchaser shall have the right to assign this Agreement to a third party in which Purchaser is a majority owner. Any other assignment shall require Seller's prior written consent, which consent shall not be unreasonably withheld.

13. REPRESENTATIONS AND WARRANTIES.

(a) Seller hereby makes the following representations and warranties to Purchaser:

(1) [Intentionally Omitted].

(2) Seller has the right, power and authority to enter into this contract and to sell and convey the Property in accordance with the terms and conditions herein contained.

(3) Seller has received no notice of any condemnation proceedings, or proposed proceedings, against the whole or any part of the Property and no such proceedings or proposed proceedings have commenced.

(4) To the best of Seller's knowledge, the Property is free from any special taxes or assessments, except those generally applicable to other real property in the tax district in which the Property is located.

(5) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, licensees, or trespassers except as expressly set forth in writing by Seller to Purchaser. Seller has not entered into any agreement with any third party, except this Agreement, creating any option, right of first refusal or other right to purchase the Property or regarding any development rights or restrictions relating to the Property which will affect future ownership, development or operation of the Property after the Closing.

(6) [Intentionally Omitted].

(7) All ad valorem taxes through 2019 have been paid or will have been paid at Closing.

The representations and warranties of Seller in this Paragraph 13 are a material inducement for Purchaser to enter into this Agreement. Such representations and warranties shall survive the Closing for six (6) months after the date of Closing, at which time such representations and warranties shall terminate. This means that if any action is to be brought based upon said representations and warranties, said claim must be commenced within six (6) months after the date of Closing or forever be barred.

(b) Purchaser hereby makes the representations and warranties set forth below in this Paragraph 13(b) in favor of Seller, each of which are true and correct on the date of this Agreement and shall be true and correct on the date of Closing.

(1) Good Standing. Purchaser is body politic of the State of North Carolina duly organized, validly existing and in good standing and has taken all action necessary to enable Purchaser to consummate the transactions contemplated by this Agreement, and has duly authorized the execution and performance of this Agreement.

(2) Authority of Purchaser. This Agreement is a valid and binding obligation of Purchaser. No authorizations or approvals, whether of governmental bodies or otherwise will be necessary in order for Purchaser to enter into this Agreement. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereunder will, to Purchaser's knowledge, conflict with or result in the breach of any law, regulation, writ, injunction or decree of any court or governmental instrumentality applicable to Purchaser.

(3) Bankruptcy. No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors or petition seeking reorganization or arrangement or other action under federal or state bankruptcy or insolvency laws is pending against or contemplated by Purchaser.

The representations and warranties of Purchaser in this Paragraph 13(b) are a material inducement for Seller to enter into this Agreement. Such representations and warranties shall survive the Closing for six (6) months after the date of Closing, at which time such representations and warranties shall terminate. This means that if any action is to be brought based upon said representations and warranties, said claim must be commenced within six (6) months from the date of Closing or forever be barred.

14. SURVIVAL. It is understood and agreed that whether or not it is specifically so provided herein, any provision of this Agreement, which by its nature is required to be kept, observed and performed after the exercise of the Option granted hereunder or Closing of the purchase of the Property, shall survive the exercise and Closing of title and the delivery of the deed hereunder, and shall not be merged therein, but shall be and remain binding upon and for the benefit of the parties hereto until fully observed, kept and performed.

15. CONDITIONS TO CLOSING.

(a) Purchaser's Conditions. Purchaser's obligation to close this transaction is subject to the satisfaction of all of the following conditions in all material respects:

(1) Purchaser's Review. Purchaser's satisfaction or waiver of all conditions contained in Purchaser's Review Period under Paragraph 6;

(2) Seller's Compliance. Seller's fulfillment of each of its obligations under this Agreement in all material respects or Purchaser's waiver thereof;

(3) Seller's Representations. The continuing accuracy of all of Seller's representations in this Agreement in all material respects;

(4) Status of Title. The absence of any monetary lien or other defect in title to the Property which was not permitted by this Agreement or approved by Purchaser;

(5) Title Insurance. Purchaser's title company having issued at Closing, or unconditionally committed at Closing to issue, to Purchaser, an owner's policy of title insurance insuring good and marketable fee simple title to the Property in the amount of the Purchase Price with only the Permitted Exceptions; and

(6) No Litigation. On the dated of Closing, there shall be no litigation pending or threatened, seeking (A) to enjoin the consummation of the sale and purchase hereunder, (B) to recover title to the Property, or any part thereof or any interest therein, or (C) to enjoin the violation of any law, rule, regulation, restrictive covenant or zoning ordinance that may be applicable to the Property.

To the extent that any condition precedent set out above has not been satisfied on the date of Closing, and unless otherwise provided above, Purchaser may terminate this Agreement in which event Purchaser shall be entitled to a refund of the Earnest Money and neither party shall have any further rights or obligations hereunder other than those obligations which survive termination of this Agreement.

(b) Seller's Conditions. Seller's obligation to close this transaction is subject to the satisfaction of all of the following conditions in all material respects:

(1) Purchaser shall have performed and observed in all material respects all covenants and agreements to be performed by Purchaser under this Agreement; and

(2) All of the representations and warranties of Purchaser contained in this Agreement shall be true and correct in all material respects as of the Closing Date.

To the extent that any condition precedent set out above has not been satisfied on the date of Closing, and unless otherwise provided above, Seller may terminate this Agreement in which event Seller shall be entitled to receipt of the Earnest Money and neither party shall have any further rights or obligations hereunder other than those obligations which survive termination of this Agreement.

16. RISK OF LOSS. Prior to Closing, all risk of loss or damage by every casualty shall be borne by the Seller. If, prior to Closing, any of the improvements to the Property, shall be destroyed or materially damaged by fire or other casualty, the repair of

which shall cost more than \$10,000, the Purchaser may declare this Agreement to be null and void and of no force and effect, whereupon Seller shall return to Purchaser all monies paid pursuant to the requirements of this Agreement. If this Agreement is not so declared null and void by the Purchaser within 30 days after purchaser's receipt of notice of such casualty, Seller shall, at Closing, pay to Purchaser all sums collected under policies of insurance because of such casualty; or assign to Purchaser all rights to such sums then uncollected.

17. AS IS/WHERE IS CONDITION. Except as provided otherwise in this Agreement or in the documents to be executed and delivered by Seller at Closing, the Property shall be delivered to Purchaser on the date of Closing in an "**AS IS/WHERE IS**" CONDITION WITH ANY AND ALL FAULTS AND SELLER MAKES NO REPRESENTATIONS, WARRANTIES OR AGREEMENTS OF ANY KIND OR NATURE REGARDING THE PROPERTY, EXPRESS OR IMPLIED AND SELLER EXPRESSLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE INCLUDING, WITHOUT LIMITATION, THE: STABILITY OR SUITABILITY OF THE SOIL; PRESENCE OR ABSENCE OF ANY HAZARDOUS SUBSTANCES; BUILDING, ZONING, SENSITIVE AREA, OR OTHER RESTRICTIONS UNDER ANY LAW, RULE, ORDINANCE, OR REGULATION AFFECTING THE USE, IMPROVEMENT, OR OCCUPANCY OF THE PROPERTY; ANY DEFECTIVE CONDITION OF THE PROPERTY; AND BUYER'S ABILITY TO UTILIZE ANY PART OF THE PROPERTY.

18. DOCUMENTS AT CLOSING. At Closing, the Seller shall:

(a) Convey the Property to Purchaser by special warranty deed, subject only to the Permitted Exceptions.

(b) Execute any and all affidavits or the like reasonably required by the Purchaser's title company to enable Seller to deliver marketable title to Purchaser on the date of Closing, including an applicable standard form North Carolina Land Title Association Owner Affidavit and Indemnity Agreement, subject to the Permitted Exceptions.

(c) Deliver to Purchaser all surveys (boundary and topographical) in the possession of Seller having to do with the Property.

(d) Execute and deliver any and all documents and papers (including those documents specified above) that may be necessary in connection with the consummation of the transaction contemplated by this Agreement including the transfer of Seller's interest in the Property, the assignment of various other interests relating to the Property and the improvements thereon, if any, and the certification of compliance with the terms and conditions hereof.

19. NO WASTE. During the existence of this Agreement Seller shall commit no waste upon the Property, including, but not limited to, no cutting of trees and no removal of any improvements without the consent of Purchaser, and Seller shall maintain the Property in as good condition as it is now, usual wear and tear excepted.

20. LIQUIDATED DAMAGES. The Earnest Money paid to Seller for the Option shall be and represent liquidated damages for any default on the part of the Purchaser or its assignee, which liquidated damages shall be the extent of the liability of the Purchaser with respect to any default hereunder, regardless of whether such default shall arise before or after exercise of the Option, and Seller shall have no other right, claim or cause of action against Purchaser or its assignee. Should the Seller default under any of the provisions of this Agreement, Purchaser may either demand specific performance of this Agreement, but only to the extent of conveyance of the Property free and clear of all liens and encumbrances except those permitted in Paragraphs 6 and 11 above, or Purchaser may consider the Agreement terminated, in which event the extent of the responsibility of the Seller shall be to refund to Purchaser any monies paid to Seller hereunder. Purchaser shall be deemed to have elected to terminate this Agreement and receive back the Earnest Money if Purchaser fails to file suit for specific performance against Seller in a court of competent jurisdiction, on or before the date which is sixty (60) days following the date upon which Closing was to have occurred.

21. BROKERAGE. It is agreed that if any claims for brokerage commissions or fees are ever made against Seller or Purchaser in connection with this transaction, all such claims shall be handled and paid by the party whose actions or alleged commitments form the basis of such claim. The party against whom the claim for such fees is made shall indemnify and defend and hold the other party harmless from any and all such claims or demands with respect to any brokerage fees or agent's commissions or other compensation asserted by any person, firm, or corporation in connection with this Agreement or the transactions contemplated herein.

22. MEMORANDUM OF OPTION. The parties agree that this instrument shall not be recorded; provided, however, that Seller agrees, at the request of Purchaser to execute a Memorandum of Option in recordable form, stating that the Property is subject to the Option and the duration of such Option.

23. NOTICES. Notices under this Agreement shall be in writing and if personally delivered, telefaxed or emailed shall be effective when received. If sent by a commercially recognized overnight courier, a notice shall be deemed effective on the business day after it is deposited with the overnight courier for next business day delivery, directed to the other party. Notices shall be delivered, air couriered, emailed or telefaxed to the following address and telephone numbers:

SELLER: Michael N. Beam Trust
c/o Wells Fargo Bank, N.A.
Attn: Caroline Thompson
Vice President and Asset Manager

Real Estate Asset Management
Wells Fargo Wealth Management
171 17th Street NW
Atlanta, GA 30363
Phone: (404) 877-6899
Email: caroline.thompson@wellsfargo.com

And: M'Shel Beam Bowen
7051 Sunshine Meadow Lane
Cherryville, NC 28021-9214

Copy to: Poyner Spruill LLP
Attn: Paul M. Fogleman
301 Fayetteville Street, Suite 1900
Raleigh, NC 27601
Phone: (919) 783-1073
Email: pfogleman@poynerspruill.com

PURCHASER: Gaston County
Attn: _____

Phone: (____) _____
Email: _____

24. WAIVER. Failure of either party at any time to require performance of any provision of this Agreement shall not limit the party's right to enforce the provision. Waiver of any breach of any provision shall not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

25. ATTORNEYS' FEES. In the event suit or action is instituted to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees in the preparation of its case at trial, on any appeal, and on any petition for review, in addition to all other sums provided by law.

26. APPLICABLE LAW. This Agreement shall be construed, applied and enforced in accordance with the laws of the State of North Carolina.

27. INVALIDITY OF PROVISIONS. If any provision of this Agreement, or any instrument to be delivered to Purchase at Closing pursuant to this Agreement, is declared invalid or is unenforceable for any reason, such provision shall be deleted from such document and shall not invalidate any other provision contained in the document.

28. FURTHER ASSURANCES. In addition to the acts and deeds recited herein and contemplated to be performed at the Closing, Seller and Purchaser agree to

perform such other acts, and to execute and/or deliver such other instruments and documents as either Seller or Purchaser, or their respective counsel, may reasonably require in order to effect the intents and purposes of this Agreement. Further, Seller and Purchaser each agree to deliver to the Purchaser's title company affidavits and such other assurances as may reasonably be necessary or required to enable such title company to issue the policies of title insurance as contemplated in this Agreement.

29. COUNTERPARTS; FACSIMILE SIGNATURES. This Agreement may be executed in any number of original counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. Each party (i) has agreed to permit the use of telecopied signatures in order to expedite execution of this transaction, (ii) intends to be bound by its respective telecopied signature, (iii) is aware that the other parties will rely on the telecopied signature, and (iv) acknowledges such reliance and waives any defenses to the enforcement of any documents based on the fact that a signature was sent by telecopy. As used herein, the term "telecopied signature" shall include any signature sent via email in portable document format ("pdf"). At the request of either party the parties shall confirm telecopy transmitted signatures by signing an original document.

30. BINDING EFFECT. The provisions hereof shall insure to the benefit of and be binding upon the parties hereto and their heirs, legal representative, successors and assigns.

31. CONFLICTS OF INTEREST. Seller is a trust created under the laws of the State of North Carolina and is represented by Wells Fargo Bank, N.A. ("Wells Fargo") in its capacity as trustee of such trust. As a condition to Wells Fargo's representation of Purchaser in the execution of this Agreement and potential sale of the Property, Wells Fargo needs confirmation that it does not also represent Purchaser and that Purchaser does not have an ownership interest in Wells Fargo, which could result in a potential conflict of interest. As a result, Purchaser shall execute the attached "Buyer's Conflict of Interest Disclosure", which is attached hereto as "Agreement Addendum" and incorporated herein, to confirm that there is no conflict of interest related to this Agreement and the underlying transaction.

[SIGNATURES ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed under seal as of the day and year first above written.

SELLER:

WELLS FARGO BANK, N.A., as Trustee of the Michael N. Beam Trust under Item IV, Paragraph B of the Will of Linda B. Beam dated February 1, 2012, which was admitted probate in the Superior Court of Gaston County, File No. 14-E-421

By: _____ (SEAL)
Print Name: _____
Title: Vice President

M'SHEL BEAM BOWEN

PURCHASER:

GASTON COUNTY, NORTH CAROLINA,
a body politic of the State of North Carolina

By: _____ (SEAL)

Print Name: Tracy L. Philbeck

Title: Chairman of the Board of Commissioners

ATTEST:

APPROVED AS TO FORM:

Donna S. Buff, Clerk to the Board

Charles L. Moore, County Attorney

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

Finance Director



Gaston County

Gaston County
Board of Commissioners
www.gastongov.com

Board of Commissioners

Board Action

File #: 19-481

Commissioner Philbeck - BOC - To Update the Provisions of the Gaston County Investment Grant Program to Extend the Small Business Investment Grant Program Through Calendar Year 2020

STAFF CONTACT

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

BACKGROUND

The Gaston County Board of Commissioners (BOC) has supported economic development for over 20 years in an effort to diversify and expand the tax base in the County. The BOC recognizes the impact of the recession and in order to promote new investment, the BOC proposes to amend the County Investment Grant Program again in 2020 to include a 50% grant based on net new taxes paid on investments within the parameters of the grant program.

ATTACHMENTS

Resolution & Local Investment Grant Program



RESOLUTION TITLE: TO UPDATE THE PROVISIONS OF THE GASTON COUNTY INVESTMENT GRANT PROGRAM TO EXTEND THE SMALL BUSINESS INVESTMENT GRANT PROGRAM THROUGH CALENDAR YEAR 2020

WHEREAS, the Gaston County Board of Commissioners has supported economic development for more than twenty years, with an emphasis on tax base development, employer diversification, and job creation; and,

WHEREAS, The Commission recognizes the need to provide programs and financial support to strengthen and diversify the County's economy, because tax base development is the key to the County's fiscal health; and,

WHEREAS, it is important not only to attract new investment but also to encourage existing businesses to expand and reinvest in their Gaston County operations; and,

WHEREAS, the Gaston County Small Business Investment Grant Program is intended to combat the effects of the recession and high rate of unemployment, and to provide an inducement for new business to locate in Gaston County and encourage existing business to expand in Gaston County; and,

WHEREAS, the proposed Small Business Program provides a temporary grant to companies investing in Gaston County that is based upon the investment made by the company in calendar year 2020 upon the following conditions:

- Investment Grants will be based on the net increase in tax value of all real property, machinery and improvements above the base year prior to investment. No grant will be given to a company that would reduce their tax payment to an amount lower than the previous tax year.
- Asset purchases, mergers and acquisitions of existing companies already paying taxes in Gaston County would not qualify for the program.
- Grant funds will represent a percentage of the company's tax payment. The company must be current with all other payments required by Gaston County.

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:

To Update the Provisions of the Gaston County Investment Grant Program to Extend The Small Business Investment Grant Program Through Calendar Year 2020
Page 2

- The Gaston County Board of Commissioners may modify or eliminate the program subject to meeting existing grant obligations in effect at the time.
- No company may transfer grant agreement or contracts without explicit approval by the Gaston County Board of Commissioners.

NOW, THEREFORE, BE IT RESOLVED by the Gaston County Board of Commissioners that the Gaston County Investment Grant Program as adopted by Resolution No. 2006-065, dated February 9, 2006, is hereby amended to approve the one-year extension of the Gaston County Small Business Investment Grant for the 2020 calendar year.

BE IT FURTHER RESOLVED that the Small Business Investment Grant program shall sunset on December 31, 2020, and shall apply to investments made during the 2020 calendar year.

Local Investment Grant Program

Availability

The following investment grant program is available in Gaston County, Gastonia, Bessemer City, Belmont, Cherryville, Dallas, Mount Holly, Stanley and Cramerton.

Purpose

The Gaston County Board of Commissioners has supported economic development for more than twenty years with an emphasis on tax base development, employer diversification and job creation. The Commission has recognized the need to provide programs and financial support to strengthen and diversify the County's economy. Tax base development is a key concern for the County's fiscal health. It is essential not only to attract new investment but also to encourage existing business to expand and reinvest in their Gaston County operations. The Gaston County Investment Grant Program (GCIGP) is intended to provide an inducement for new business to locate in Gaston County and encourage existing business to expand.

Grant Program Description

The program provides grants to companies investing in Gaston County. The grant will be established by an application with Gaston County. The company must pay their taxes in full each year based on the actual tax value of the property or investment. If the company meets all of the criteria in the application, a portion of the property tax will be returned as a grant. The amount of the grant is based on a sliding scale.

Investment Grants will be based on the increase in tax value of all real property, machinery and improvements above the base year prior to investment. No grant will be given to a company that would reduce their tax payment to an amount lower than the previous tax year. Purchases of any existing Gaston County facility or equipment will not qualify for the program.

All grant monies will be taken directly from the company's tax payment. The company must be current with all other payments required by Gaston County.

The Gaston County Board of Commissioners may modify or eliminate the program subject to meeting all existing grant obligations in effect at the time. No company may transfer grant agreements or contracts without explicit approval by the Gaston County Board of Commissioners.

Companies in the following North American Industry Classification System (NAICS) 1997 and 2000 Revisions are eligible for the grants:

Category of Business	NAICS Code
Manufacturing	31 – 33 (NAICS 97)
Warehousing	493 (NAICS 97)
Data Processing	51821 (NAICS 2000)
Retail	44-45 (NAICS 2000)
Homes for the Elderly	623312 (NAICS 2000)

Industrial Grant 1

All investment in real property, new machinery and equipment over \$1,000,000.00 would be eligible for a grant as shown below.

- Year 1 - 90% property tax grant
- Year 2 - 80% property tax grant
- Year 3 - 70% property tax grant
- Year 4 - 60% property tax grant
- Year 5 - 50% property tax grant

Industrial Grant 2

All investments in real property, new machinery and equipment over \$15,000,000.00 would be eligible for a grant as shown below.

- Year 1 - 90% property tax grant
- Year 2 - 80% property tax grant
- Year 3 - 70% property tax grant
- Year 4 - 60% property tax grant
- Year 5 - 50% property tax grant
- Year 6 – 40% property tax grant
- Year 7 – 30% property tax grant
- Year 8 – 20% property tax grant
- Year 9 – 10% property tax grant

Industrial Grant 3

All investments in real property, new machinery and equipment over \$30,000,000.00 would be eligible for a grant as shown below.

- Year 1 - 90% property tax grant
- Year 2 - 85% property tax grant
- Year 3 - 80% property tax grant
- Year 4 - 75% property tax grant
- Year 5 - 70% property tax grant
- Year 6 – 65% property tax grant
- Year 7 – 60% property tax grant
- Year 8 – 55% property tax grant
- Year 9 – 50% property tax grant
- Year 10 – 45% property tax grant

Industrial Grant 4

All investments in real property, new machinery and equipment over \$50,000,000.00 would be eligible for a grant as shown below.

- Year 1 - 85% property tax grant
- Year 2 - 85% property tax grant
- Year 3 - 85% property tax grant
- Year 4 - 85% property tax grant
- Year 5 - 85% property tax grant
- Year 6 – 70% property tax grant
- Year 7 – 70% property tax grant
- Year 8 – 70% property tax grant
- Year 9 – 70% property tax grant
- Year 10 – 70% property tax grant

Retail Grant

All retail investments with an aggregate investment of \$40,000,000.00 would qualify for a grant as shown below.

- Year 1 - 90% property tax grant
- Year 2 - 80% property tax grant
- Year 3 - 70% property tax grant
- Year 4 - 60% property tax grant
- Year 5 - 50% property tax grant

The Gaston County Investment Grant Program is intended to diversify the tax base, improve employment opportunities for Gaston County citizens, and create an increase in the net depreciable taxable value of the tax base of Gaston County. The Gaston County Tax Department and the Gaston County Economic Development Commission shall establish procedures for the implementation of the Program. Grant applications shall be reviewed and verified by the Tax Department and the EDC. Any interpretation of the application and/or approved Grant of the program to a specific project shall be subject to a yearly review by the EDC and Tax Department for eligibility in accord with this policy statement and shall be final.

Small Business Grant: (Temporary – Limited to Investments in Calendar Year 2020)

Business investments made during calendar year 2020 in an amount equal to or greater than \$10,000 and less than \$10,000,000 would qualify for the following grant.

The grant is 50% of the net new county taxes paid on qualifying investments within the parameters and guidelines of the Small Business Investment Grant program.

If your business is eligible, please go to www.gastongov.com and click on SBIG (Small Business Investment Grant) for guidelines and an application. Applications for this grant are to be filed with the Gaston County Tax Department.



Gaston County

Gaston County
Board of Commissioners
www.gastongov.com

Budget and Purchasing Board Action

File #: 19-494

REVISED/ Commissioner Chad Brown - Budget/Purchasing - To Approve the Bid Award for Purchase of \$1,099,728 for Vehicles, and the Expenditure of \$180,688 for Equipment, Decals, Tag/Tax and Title Fees **(Totaling \$1,280,416)**; and, to Approve the Reallocation and Transfer of Funds for One Full Size Truck from the Planning & Development Services Budget to the Building Services Fund **(\$6,321 General Fund Transfer)**

STAFF CONTACT

Matthew Rhoten - Interim Assistant County Manager

BUDGET IMPACT

Funds are included in the current budget for debt payments relative to the \$1,099,728 Vehicles cost. Thirty-six months of financing are expected. The \$180,688 for Equipment, Decals, Tag/Tax and Title Fees were included in the FY20 adopted budget and will not be financed.

BUDGET ORDINANCE IMPACT

N/A

BACKGROUND

Replacement Vehicles were approved with the adoption of the FY 19/20 Budget Ordinance. Funds for one (1) full size truck needs to be transferred from the General Fund to the Building Services Fund due to the transition of the Land Use Division and associated staff.

Police and Sheriff Dodge Chargers: Due to an early manufacturer cut off, the BOC approved Board Action 2019-299 at its Regular Meeting of 10/22/2019, and the Police and Sheriff Chargers were ordered per NC Sheriff's contract 19-05-0911R. However, after accepting the order, Dodge cancelled 4,000 Charger orders across the country including the County's order. This affects the Police and Sheriff. There are no other pursuit sedan options, so the attached pricing reflects NC Sheriff's Contract pricing for Ford Interceptor Utility vehicles.

DHHS-Social Services Vehicles: (2) Hybrid Midsize Sedans and (2) 7-Passenger Minivans - a formal bid was conducted per Uniform Guidance (UG) requirements since these vehicles will involve federal reimbursement.

(Continued on Page 2)

REVISED/ Commissioner Chad Brown - Budget/Purchasing - To Approve the Bid Award for Purchase of \$1,099,728 for Vehicles, and the Expenditure of \$180,688 for Equipment, Decals, Tag/Tax and Title Fees (Totaling \$1,280,416); and, to Approve the Reallocation and Transfer of Funds for One Full Size Truck from the Planning & Development Services Budget to the Building Services Fund **(\$6,321 General Fund Transfer)**

Page 2

Legal ad was posted in The Gazette on 10/18/19, posted on the County's website, posted on the HUB site as an affirmative step to solicit quotes from M/WBE dealers, and Bid Requests were sent to 23 potential bidders. One addendum was issued.

Bids were received on 11/1/19 from six (6) bidders. The low cost bids from Fleet Vehicle Source in Covina, California, did not meet the engine specifications per Fleet. Therefore, award is recommended to next low bidder whose bid meets specifications and is considered responsive:

Fred Anderson Toyota, Raleigh NC	Toyota Prius LE	\$23,692 each
Ilderton, Highpoint NC	Chrysler Voyager	\$23,901 each

Balance of Vehicles: Police, A/C/E, Sheriff, Public Works (Print Shop, Administration, Facilities), Building Services, and Natural Resources are quoted per State Contract or NC Sheriff's Contract as allowed by G.S.143-129(e)(3) for Group Purchasing Programs thus leveraging the cost benefits of state-wide bidding.

Total Costs with Breakdown

Refer to the attached "**Chart for Finance Package**" where costs are shown two ways: as unit pricing with extensions, plus as breakdowns between Vehicles, Equipment, Decals and Tag/Tax/Title costs. Chart includes vehicle descriptions by department, vendors and models, bid and contract designations.

Recommendation

Award Recommended for Vehicles = \$1,099,728

Total Cost of Vehicles plus Equipment, Decals and Tag/Tax/Title = \$1,280,416

POLICY IMPACT

N/A

ATTACHMENTS

REVISED Chart for Finance Package and Building Services Vehicle Budget Change Request

				Vehicles Loan Package	Total TTT	Total Equip/Decal	Total Extended
Spec #1							
Police Interceptor Utility AWD - County Police				\$ 473,410.80	\$14,274.32	\$ 92,400.00	\$ 580,085.12
Console / computer stand	\$ 39,450.90		Asheville Ford / Interceptor SUV				
Emergency Lights & equipment	inc below		NCSA contract 19-05-0911R				
Decals	\$ 7,200.00						
Tag, tax and title	\$ 500.00						
Total	\$ 1,189.53	12					\$ 580,085.12
	\$ 48,340.43						\$ 580,086.00
Spec #2							
3/4 Ton 4x4 Crew Cab Truck - County Police							
Console / computer stand	\$ 35,431.89		Asheville Ford / F250	\$ 35,431.89	\$ 1,068.96	\$ 5,200.00	\$ 41,700.85
Emergency Lights & equipment	\$ 700.00		NCSA contract 19-05-0911R				
Decals	\$ 4,000.00						
Tag, tax and title	\$ 500.00						
Total	\$ 1,068.96	1					
	\$ 41,700.85						\$ 41,701.00
Spec #3							
3/4 Ton 4x2 Extended Cab & Chassis - ACE							
SWAB animal box (new)	\$ 28,163.40		Asheville Ford / F250	\$ 48,338.40	\$ 850.90	\$ 2,450.00	\$ 51,639.30
Transport cost from SWAB to dealer	\$ 18,625.00		NCSA contract 19-05-0911R	inc Box+freight			
Console / computer stand	\$ 1,550.00						
Emergency Lights & equipment	\$ 700.00						
Decals	\$ 1,000.00						
Tag, tax and title	\$ 750.00						
Total	\$ 850.90	1					
	\$ 51,639.30						\$ 51,640.00
Spec #4							
Revised Police Interceptor Utility AWD - Sheriff's Office							
Console / computer stand	\$ 39,450.90		Asheville Ford / Interceptor SUV	\$ 157,803.60	\$ 4,758.11	\$ 30,800.00	\$ 193,361.71
Emergency Lights & equipment	inc below		NCSA contract 19-05-0911R				
Decals	\$ 7,200.00						
Tag, tax and title	\$ 500.00						
Total	\$ 1,189.53	4					
	\$ 48,340.43						\$ 193,362.00
Spec #5							
Full Size Van - Sheriff's Office (re-using existing Van Cell)							
Console / computer stand	\$ 31,644.70		Piedmont Truck/Ford Transit 350	\$ 31,644.70	\$ 955.34	\$ 5,950.00	\$ 38,550.04
Emergency Lights & equipment	\$ 700.00		NCSA contract 19-05-0911R				
Decals	\$ 4,500.00						
Tag, tax and title	\$ 750.00						
Total	\$ 955.34	1					
	\$ 38,550.04						\$ 38,551.00

Spec DSS-01									
Mid-Size Hybrid Sedan - DHHS Social Services				\$ 23,692.00	Fred Anderson/Toyota Prius LE				
Decals				\$ 30.00	Bid per Uniform Guidance				
Tag, tax and title				\$ 716.76					
Total				\$ 24,438.76	2	\$ 48,877.52			
							\$ 48,878.00	\$ 47,384.00	\$ 48,877.52
Spec DSS-02									
Minivan 7-passenger - DHHS Social Services				\$ 23,901.00	Ilderton/Chrysler Voyager				
Decals				\$ 30.00	Bid per Uniform Guidance				
Tag, tax and title				\$ 723.03					
Total				\$ 24,654.03	2	\$ 49,308.06			
							\$ 49,309.00	\$ 47,802.00	\$ 49,308.06
TOTAL - Vehicles, Equipment, Decals, Tag, Tax & Title				32	\$ 1,280,415.85				
							\$ 1,280,424.00	\$ 1,099,727.28	\$ 1,280,415.85
<i>Tag/Tax/Title figured as Vehicle cost x .03 (road use tax) plus \$6.00 each</i>									

GASTON COUNTY BUDGET CHANGE REQUEST

TO: Dr. Kim S. Eagle COUNTY MANAGER

FROM: 4131 Budget & Management Services

Dept. # Department Name

Matthew Rhoten 11/18/19

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)
Vehicles: 2020 LP Financing	010-02-4910-4910-540003-20007	(\$50)
Vehicle Princ: 20 LP Financing	010-09-4910-4910-550001-20007	(\$5,597)
Vehicle Int: 20 LP Financing	010-09-4910-4910-550002-20007	(\$674)
Vehicles: 2020 LP Financing	012-02-4350-4351-540003-20007	\$50
Vehicle Princ: 20 LP Financing	012-09-4350-4351-550001-20007	\$5,597
Vehicle Int: 20 LP Financing	012-09-4350-4351-550002-20007	\$674
Transfers from General Fund	012-98-9800-0000-480010-	(\$6,321)
Transfer to Building Inspections	010-98-9800-0000-580012-	\$6,321

JUSTIFICATION FOR REQUEST:

One replacement vehicle for the Land Use division was included in the Planning & Development Services budget. In FY 2020, the Land Use division moved under Building Services. Associated vehicle costs need to be transferred from the General Fund to the Building Services fund.

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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Budget and Purchasing Board Action

File #: 19-496

Commissioner Worley - Budget/Purchasing - To Accept and Appropriate Additional Federal Grant Funds Awarded by the Governor's Crime Commission for The Lighthouse: A Children's Advocacy Center (**Grant Funds - \$247,889**)

STAFF CONTACT

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

BUDGET IMPACT

Appropriate Additional Federal Funds. 20% County Match.

BUDGET ORDINANCE IMPACT

N/A

BACKGROUND

The Child Advocacy Center was awarded a two-year grant through the Governor's Crime Commission in 2019. The grant expires September 30, 2021. In order to expend these costs, the funds will need to be appropriated in the FY2019-20 budget. The Center plans to use these offset cost of salaries, office supplies, training and contractual agreements for therapy. This grant requires a county match of \$61,972. These county funds were already budgeted with current salaries with the anticipation of receiving the grant.

POLICY IMPACT

N/A

ATTACHMENTS

Budget Change Request

GASTON COUNTY BUDGET CHANGE REQUEST

TO: Dr. Kim S. Eagle COUNTY MANAGER

FROM: 5585 DHHS- Social Services

Dept. # Department Name

Angela Karchmer 12/3/2019

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)
CAC GCC Grant	020-05-5585-0000-425123-20554	(247,889)
Salaries	020-05-5585-0000-510001-	155,585
FICA	020-05-5585-0000-510100-	14,297
Retirement	020-05-5585-0000-510101-	15,084
Hospitalization	020-05-5585-0000-510103-	37,510
CAC GCC travel	020-05-5585-0000-520011-20554	8,999
CAC GCC Professional Services	020-05-5585-0000-530010-20554	13,440
CAC GCC Office Supplies	020-05-5585-0000-520001-20554	2,974

JUSTIFICATION FOR REQUEST:

The Child Advocacy Center was awarded a two-year grant through the Governor's Crime Commission in 2019. The grant expires September 30, 2021. In order to expend these costs, the funds will need to be appropriated in the FY2019-20 budget. The Center plans to use these offset cost of salaries, office supplies, training and contractual agreements for therapy. This grant requires a county match of \$61,972. These county funds were already budgeted with current salaries with the anticipation of receiving the grant.

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.



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Budget and Purchasing Board Action

File #: 19-513

Commissioner Worley - Budget/Purchasing - To Accept and Appropriate Additional Federal Grant Funds for a Governor's Crime Commission (GCC) Grant for Translation Services for Children Who Witness Family Violence **(Federal Funds \$117,600)**

STAFF CONTACT

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

BUDGET IMPACT

N/A

BUDGET ORDINANCE IMPACT

N/A

BACKGROUND

The Department of Social Services/Children and Family Services has been awarded a GCC grant in the amount of \$117,600. The additional funds will be used for translation services and training in the Child Welfare Division. This grant does require a 20% match that will be met with currently budgeted positions.

POLICY IMPACT

N/A

ATTACHMENTS

Budget Change Request

GASTON COUNTY BUDGET CHANGE REQUEST

TO: Dr. Kim S. Eagle COUNTY MANAGER

FROM: 4790 DHHS-Social Services

Dept. # Department Name

Angela Karchmer 12/3/19

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)
2019 GCC Translation Grant	020-05-4790-0000-420000-20555	(\$117,600)
Training: 19 Translation Grant	020-05-4790-0000-520011-20555	\$20,000
Prof Svcs: 19 Translation Grants	020-05-4790-0000-530010-20555	\$91,000
Salaries	020-05-4790-0000-510001-	\$6,600

JUSTIFICATION FOR REQUEST:

The Department of Social Services Child Welfare Division was approved to receive \$117,600 in Governor's Crime Commission Grant funds for translation services. Therefore, we are requesting to appropriate the additional funding into the FY2019-2020 budget. The additional funds will be used for translation services and training in the Child Welfare Division. This grant does require a 20% match that will be met with currently budgeted positions. No additional County funds are 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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County Attorney

Board Action

File #: 19-503

REVISED/ Commissioner Philbeck - County Attorney - To Authorize the Conveyance of a Non-Warranty Deed to Lamar W. Stroupe

STAFF CONTACT

Charles Moore - County Attorney

BUDGET IMPACT

N/A

BUDGET ORDINANCE IMPACT

N/A

BACKGROUND

In 1973, Gaston County conveyed Parcel 132692 to Lamar W. Stroupe. The heirs of Mr. Stroupe are attempting to sell the parcel. There is a discrepancy between the legal description on the 1973 deed and the property as shown on GIS. The non-warranty deed will convey whatever interest the County may have in the subject property to the Stroupe heirs.

POLICY IMPACT

N/A

ATTACHMENTS

REVISED Deed & **ADDED/** *Exhibit A - Map*

Drawn by: Samuel J. Shames, Asst. Co. Attorney, Gaston County
PO Box 1578, Gastonia NC, 28053-1578

Mail to: Lamar W. Stroupe
116 W. Trade Street, Dallas, NC 28034

NORTH CAROLINA

QUITCLAIM DEED

GASTON COUNTY

This deed, made and entered into this _____ day of December, 2019, by and between **GASTON COUNTY**, a political subdivision of the State of North Carolina having a mailing address of P.O. Box 1578, Gastonia, NC 28053-1578 (Grantor), and **LAMAR W. STROUPE**, a single man, residing in the State of North Carolina, having a mailing address of 116 W. Trade Street, Dallas, NC 28034 (Grantee).

WITNESSETH:

WHEREAS, the subject property, being Parcel Number 132692, is an unimproved parcel consisting of approximately 1.11 acres. The subject parcel does not have an assigned street address. Said parcel is located at the northeast corner of S. Davis Street and Carpenter Street in Dallas, NC; and

WHEREAS, Gaston County acquired title to the property in 1972 as a result of a tax foreclosure. This deed can be found in Book 1082 page 206 of the Gaston County Registry. The legal description was based upon a legal description taken in 1902, which is found in Book 93 Page 20 of the Gaston County Registry; and

WHEREAS, Gaston County conveyed the same property to Lamar W. Stroupe. This deed can be found in Book 1104 Page 559 of the Gaston County Registry. The legal description was based upon the 1972 deed; and

WHEREAS, appears that the legal description in the 1973 deed does not match the subject parcel, as reflected in this deed or Gaston County GIS; and

WHEREAS, a map attached as Exhibit "A" depicts the subject parcel that is being conveyed in this deed; and

WHEREAS, Lamar W. Stroupe has been paying property taxes for the subject property and per Gaston County GIS is the owner of the subject parcel; and

WHEREAS, Lamar W. Stroupe wishes to have Gaston County re-convey Parcel 132692 to him to clarify any issues concerning the dimensions of the parcel; and

WHEREAS, Gaston County is unaware of any third party claiming an ownership interest in the property; and

WHEREAS, Gaston County intended to convey in 1973 the entire 1.12 acres of Lamar W. Stroupe, and the intent of this deed is to convey whatever interest, if any, Gaston County might still have in this parcel as a result of the discrepancy in the legal description of the 1973 deed with what is shown on GIS, the attached survey, and the legal description of this deed. Gaston County is not making any warranty that it owns or has an ownership interest in the above-mentioned parcel.

Now, in consideration of the premises described above, Gaston County does by these presents, hereby bargain, sell, grant, and convey to Grantee, his heirs and assigns, that property situated in Gaston County, North Carolina, described as follows:

PARCEL 132692

Beginning at a IPF common corner with Lot 15; Plat Book 58 page 47; Chadwick Downs subdivision on the R/W of S. Davis St. in the Town of Dallas, N.C.;

THENCE with the South line of Chadwick Downs along lots 15 through Lot 11 South $88^{\circ}30'33''$ East a distance of 431.25 feet to a IPF in Lot 10;

THENCE with Lot 10 and Lot 9 South $03^{\circ}19'43''$ West a distance of 114.31 feet to an IPF corner of Lot 9 on the R/W of E. Carpenter St.;

THENCE with the R/W of E. Carpenter ST. North $85^{\circ}17'36''$ West a distance of 111.65 feet to a point on a curve;

THENCE along a curve to the left having a radius of 942.68 feet, a delta of 14°19'02", an arc length of 235.56 feet, and a chord which bears South 88°38'13" West having a chord distance of 234.95 feet to a point on a line;

THENCE South 81°56'51" West a distance of 58.89 feet to a point of curve;

THENCE along a curve to the right having a radius of 20.00 feet, a delta of 99°30'43", an arc length of 34.74 feet, and a chord which bears North 48°17'48" West having a chord distance of 30.53 feet to a point on S. Davis St.;

THENCE with the R/W of S. Davis ST. North 01°27'34" East a distance of 109.74 feet to a IPF which is the POINT OF BEGINNING, and containing 1.1096 acre(s) of land, more or less.

A map entitled "Chadwick Downs Phase 3 PB 58-47" depicting this legal description is attached as Exhibit A".

TO HAVE AND TO HOLD the aforementioned tract of land in fee simple, to Lamar W. Stroupe, his successors and assigns forever free and discharged from all right, claim or interest of the said Grantor or anyone claiming by, through, or under it.

IN TESTIMONY WHEREOF, said Grantor has caused this deed to be executed in its name by the Chairman of its Board of Commissioners, Tracy L. Philbeck, and attested by its Clerk, Donna S. Buff, and its seal duly affixed thereto, the day and year first above written.

GASTON COUNTY

Tracy L. Philbeck, Chairman
Gaston Co. Board of County Commissioners

ATTEST:
(SEAL)

Donna S. Buff, County Clerk

NORTH CAROLINA
GASTON COUNTY

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

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

Notary Public

My Commission Expires: _____

Robert Kline

PB 58-47

A vicinity sketch showing a rectangular area labeled "SITE". The site is bounded by "S DAVIS ST" on the top, "E CARPENTER ST" on the left, and "BEN-RICH ST" on the right. The bottom boundary is an irregular line. The text "VICINITY SKETCH" is written below the sketch.

S. DAVIS ST.

N 01°27'34" E 109.74'

R/W

LOT 15

CURTIS TIGLER
3071-752

14107

TAMMY
JEFFRIES
4579-643

107

KRIS
SILLMAN
5013-1735

FOI 12

MONICA
ROBERTS
4290-878

CALVIN
DESHIELDS
4923-1409

ANDRETTA COOKE
3107-702

CHADWICK DOWNS PHASE 3 PB 58-47

52A

Exhibit "A"



Gaston County

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County Manager

Board Action

File #: 19-518

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 DECEMBER 10, 2019 BOARD MEETING

ENTRY DATE	DEPT	ACCOUNT	DR/CR	AMOUNT
11/06/2019	Bldg Insp	012-02-4350-4351-540001-	D	\$225
11/06/2019		012-02-4350-4911-540001-	C	\$225
11/06/2019	T&T	010-07-4920-4920-520013-	C	\$10,000
11/06/2019		010-07-4920-4920-520015-	D	\$10,000
11/07/2019	Fire Marshal	010-02-4330-4340-520012-	D	\$500
11/07/2019		010-02-4330-4340-520001-	C	\$500
11/08/2019	Manager	010-01-4120-0000-530015-	C	\$10,000
11/08/2019		010-01-4120-0000-520005-	D	\$4,000
11/08/2019		010-01-4120-0000-520001-	D	\$3,000
11/08/2019		010-01-4120-0000-520011-	D	\$3,000
11/18/2019	T&T	022-07-4921-0000-530028-	D	\$895
11/18/2019		022-07-4921-0000-520014-	C	\$895
11/18/2019	Public Works	010-01-4265-4260-540002-	C	\$20,000
11/18/2019		010-01-4265-4260-540001-	D	\$20,000
11/19/2019	Sheriff	010-02-4315-4315-520005-	D	\$5,500
11/19/2019		010-02-4315-4315-530010-	C	\$5,500
11/20/2019	DSS	020-05-4790-0000-560000-18040	C	\$1,266
11/20/2019		020-05-4790-0000-530023-PubSf	D	\$1,266
11/20/2019	Public Works	060-08-4721-0000-540002-18080	C	\$5,819
11/20/2019		060-08-4721-0000-540002-18123	C	\$10,546
11/20/2019		060-08-4720-0000-540002-20034	D	\$16,365
11/20/2019	T&T	022-07-4921-0000-520014-	C	\$3,400
11/20/2019		022-07-4921-0000-530010-	D	\$3,400



Gaston County

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DHHS - Social Services Division Board Action

File #: 19-476

Commissioner Chad Brown - DHHS (Social Services Division) - To Approve a Fund Balance Appropriation for the Carry Forward of Office of Justice Programs Grant Funds from FY19 to FY20 (**\$175,822**)

STAFF CONTACT

Angela Karchmer - Social Services Division - 704-862-7930

BUDGET IMPACT

Appropriate Federal revenues. No additional County funds.

BUDGET ORDINANCE IMPACT

Appropriate federal grant revenues of \$175,822 from County's Fund Balance into FY19-20 Program accounts.

BACKGROUND

Gaston County has been awarded a grant in the amount of \$708,279 (3 year duration) to provide direct services to children who have been impacted by the opioid crisis. The Gaston County project will bring together multiple County entities, substance abuse treatment providers, law enforcement, Courts, health care providers, and the faith-based community to collaborate in providing a seamless and integrated system of referrals and services for children who have been victimized by the opioid crisis in this County. Year 1 remaining funds need to be carried forward into year 2 in order to spend the funds of the grant. No additional County funds.

POLICY IMPACT

N/A

ATTACHMENTS

Budget Change Request

GASTON COUNTY BUDGET CHANGE REQUEST

TO: Dr. Kim S. Eagle COUNTY MANAGER

FROM: 4131 Budget/Purchasing

Dept. # Department Name

Matthew Rhoten 11/12/19

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)
Fund Balance Appropriation	020-99-9900-0000-490000-	(\$175,822)
OJP Counseling Center-Salaries	020-05-5491-0000-510001-	\$112,996
OJP Counseling Center-FICA	020-05-5491-0000-510100-	\$8,698
OJP Counseling Center-Retirement	020-05-5491-0000-510101-	\$9,198
OJP Counseling Center-Hospitalization	020-05-5491-0000-510103-	\$36,750
OJP Counseling Center-Unemployment Ins	020-05-5491-0000-510104-	\$781
OJP Counseling Center-Travel	020-05-5491-0000-520011-	\$2,998
OJP Counseling Center-Office Supplies	020-05-5491-0000-520001-	\$310
OJP Counseling Center-Program Supplies	020-05-5491-0000-520002-	\$3,101
OJP Counseling Center-Printing	020-05-5491-0000-520013-	\$990

JUSTIFICATION FOR REQUEST:

Gaston County has been awarded a grant in the amount of \$708,279 (3 year duration) to provide direct services to children who have been impacted by the opioid crisis. The Gaston County project will bring together multiple county entities, substance abuse treatment providers, law enforcement, Courts, health care providers, and the faith-based community to collaborate in providing a seamless and integrated system of referrals and services for children who have been victimized by the opioid crisis in this County. Year 1 remaining funds need to be carried forward into year 2 in order to spend the funds of the grant. No additional 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

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Finance Board Action

File #: 19-474

REVISED/ Commissioner Worley - Finance - To Award Bid for Financing up to \$1,099,728 for Rolling Stock and Equipment to Bank of America Capital Corp. and to Approve the Attached Budget Change Request (to appropriate funds) and Resolution Approving Financing Terms

STAFF CONTACT

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

BUDGET IMPACT

The County is obligated to make payments on this debt through January, 2023.

BUDGET ORDINANCE IMPACT

Loan proceeds will be received from Bank of America Capital Corp. and appropriated in the various departmental accounts as on the attached Budget Change Request.

BACKGROUND

By approval of this action, the Gaston County Board of Commissioners finds that the financing of the acquisition of the vehicles and other items costing up to \$1,099,728 pursuant to the terms of an installment purchase contract with Bank of America Capital Corp. is in the best interests of Gaston County and hereby authorizes the execution of such contract. The County staff received 4 bids for the financing and recommends Bank of America Capital Corp. as the lowest responsible bidder at a rate of 1.7832% for the thirty-six month term. The Board designates the obligations of the County to make payment under the proposed installment purchase contract as "non-bank qualified obligations" in accordance with the provisions of Section 265 (b)(3)(ii) of the Tax Reform Act of 1986, as amended. If any of the equipment or other items on the list are received before the financing documents are fully executed, the County staff is authorized, if necessary to make payment directly to the appropriate vendor and to obtain subsequent reimbursement from the financial institution providing the financing.

POLICY IMPACT

N/A

ATTACHMENTS

REVISED Resolution and **REVISED** Budget Change Request

RESOLUTION OF GOVERNING BODY

At a duly called meeting of the governing body of County of Gaston, North Carolina, as Purchaser held in accordance with all applicable legal requirements, including open meeting laws, on the 10th day of December, 2019, the following resolution was introduced and adopted:

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A SCHEDULE TO ITS EXISTING MASTER EQUIPMENT FINANCING AGREEMENT, AND RELATED INSTRUMENTS, AND DETERMINING OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the governing body of County of Gaston, North Carolina ("Purchaser") desires to finance certain equipment (the "Equipment") described in the Schedule of Property (collectively, the "Agreement") in an amount not to exceed \$1,099,728 with Bank of America Capital Corp. ("Lender"), the form of which has been available for review by the governing body of Purchaser prior to this meeting; and

WHEREAS, the Equipment is essential for the Purchaser to perform its governmental functions; and

WHEREAS, Purchaser has taken the necessary steps, including those relating to any applicable legal bidding requirements, to arrange for the acquisition of the Equipment; and

WHEREAS, Purchaser proposes to enter into the Agreement with Lessor substantially in the forms presented to this meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF PURCHASER AS FOLLOWS:

Section 1. It is hereby found and determined that the terms of the Agreement in the forms presented to this meeting and incorporated in this resolution are in the best interests of Purchaser for the acquisition of the Equipment.

Section 2. The Agreement and the acquisition and financing of the Equipment under the terms and conditions as described in the Agreement are hereby approved. The County Manager of Purchaser and any other officer of Purchaser who shall have power to execute contracts on behalf of Purchaser be, and each of them hereby is, authorized to execute, acknowledge and deliver the Agreement with any changes, insertions and omissions therein as may be approved by the officers who execute the Agreement, such approval to be conclusively evidenced by such execution and delivery of the Agreement. The Clerk to the Board of the Purchaser and any other officer of Purchaser who shall have power to do so be, and each of them hereby is, authorized to affix the official seal of Purchaser to the Agreement and attest the same.

Section 3. The proper officers of Purchaser be, and each of them hereby is, authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this resolution and the Agreement.

Section 4. The Purchaser's obligation under the Agreement will not be designated as a qualified tax exempt obligation under Section 265(b) of the Internal Revenue Code of 1986, as amended (the "Code"), and therefore such obligation is "non-bank qualified" for purposes of Section 265(b)(3)(ii) of the Code.

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect and further certifies that the Agreement executed on behalf of Purchaser is the same as presented at such meeting of the governing body of Purchaser, excepting only such changes, insertions and omissions as shall have been approved by the officers who executed the same.

Date: December 10, 2019

County of Gaston, North Carolina
Purchaser

By: _____
(Signature of Secretary, Board Chairman or other member of the Governing Body)

Name: Tracy L. Philbeck

Title: Chairman of the Board of Commissioners

Attested By: _____

(Signature of one additional person who can witness the passage of this Resolution)

Name: Donna S. Buff

Title: Clerk to the Board

GASTON COUNTY BUDGET CHANGE REQUEST

TO: Dr. Kim S. Eagle COUNTY MANAGER

FROM: 4130 Finance

Dept. # Department Name

Tiffany Murray 12/10/19

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)
Installment Purchase Agreement	010-01-8300-0000-416002-	(1,099,728)
County Police Motor Vehicles	010-02-4310-4310-540003-20007	508,843
Animal Care Motor Vehicles	010-02-4380-0000-540003-20007	48,338
Sheriff Office Motor Vehicles	010-02-4315-4315-540003-20007	222,725
Print Shop Motor Vehicles	010-01-4265-4230-540003-20007	24,134
Public Works Admin Motor Vehicles	010-01-4265-4265-540003-20007	29,593
Facilities Management Motor Vehicles	010-01-4265-4260-540003-20007	34,847
Building Services Motor Vehicles	012-02-4350-0000-540003-20007	81,366
Natural Resources Motor Vehicles	010-07-4960-0000-540003-20007	54,696
Social Services Motor Vehicles	020-05-4790-0000-540003-20007	95,186

JUSTIFICATION FOR REQUEST:

This Budget Change Request appropriates funds in the amount of \$1,099,728 from the lease purchase agreement with Bank of America Public Capital Corp for rolling stock and equipment. The County Staff received 4 bids for the financing and recommends Bank of America Capital Corp as the lowest responsible bidder at a rate of 1.7832% (Non-Bank Qualified) for the thirty-six month term.

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
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Finance Board Action

File #: 19-508

Commissioner Keigher - Finance - To Accept as Information the Attached Property Tax Refunds Less than \$100. These Tax Refunds Should Be Recorded in the Board's Minutes (***NCVTS Refunds - \$7,775.64***)

STAFF CONTACT

Tiffany Murray - Finance - 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 - Vehicles Chart

**Gaston County, North Carolina - Listing of Property Tax Refunds Less Than \$100.00 for Vehicles
To be Reported at the December 10, 2019 Board Meeting**

TAXPAYER NAME	AMOUNT	TAXPAYER NAME	AMOUNT
HB20 Refunds			
None to Report			
NCVTS Refunds			
AB Carter	79.62	James, Angela Shook	69.32
Adams, William Jason	35.29	James, Tony Randall	42.82
Allen, James Wayne	77.93	JKL Commercial Cleaning Services Inc.	77.80
Allen, James Wayne	38.47	Kennedy, Cecily Nicole	83.77
Armstrong, Robert Clark	61.88	Kiser, Jeffrey Scott	30.83
Balko, Alexander Paul	4.57	Knowles, Joseph Lamont	5.46
Barber, Danny	26.46	Laye, Grover Scott	33.97
Beall, Carolyn Cowdy	47.23	Lopez, Ingrid Maricela	90.72
Bennett, Haleigh Jordan	79.28	Lore, Michael Robert	43.49
Black, Michael David	23.53	Love, James Franklin III	46.20
Black, Paul Douglas	71.98	Mase, Susan Elaine	16.17
Blackwood, Edward Woodston Jr.	55.82	Mayne, Kimberly Flowers	9.90
Blakley, Matthew	9.95	McClure, Jacqueline Michele	86.22
Brayboy, Barbara Ann	11.61	McRae, Anthony Leon	55.44
Brooks, Jessica Rae	78.65	Mellette, Kenneth Brian	72.29
Brown, Lloyd Randolph	6.73	Mellette, Kenneth Brian	63.42
Brown, Margaret Ramsey	21.21	Mellette, Kenneth Brian	96.20
Calouche, Samir Ibrahim	2.66	Milam, Roger Clyde	7.04
Carpenter, Beverly Brittain	75.45	Murillo, Mario Alberto	32.68
Carroll, William Joe	10.74	Oneill, Edward Joseph	32.32
Carter, Jennifer Leigh	12.43	Parada, Medrano Carlos Ismael	16.67
Chiraini, Christine Lorraine	40.44	Patterson, Maquesha Latineice	36.43
Cloninger, Tommy Melvin	26.37	Phoenix Counseling Center	83.79
Collins, Marie McGill	18.69	Preslar, Michael Ray	5.79
Craig, Leon	22.22	Proctor, Teresa Gail	58.74
Crisco, Brad Frank Jr.	8.84	Raval, Vatsalkumar Vishnuprasad	40.65
Dixon, Edward Donald	1.26	Rice, Eric James	14.92
Doss, Justin Matthew	47.00	Roberts, Robert Gene	24.38
Ed Wallace Construction, Inc.	49.72	Schneider, Edwin Joseph	13.08
Ed Wallace Construction, Inc.	91.82	Schneider, Edwin Joseph	28.35
Ed Wallace Construction, Inc.	51.82	Seagle, Travis Dean	66.68
Edel, Donald Gregory Jr.	5.60	Silva Hernandez, Sergio Enrique	13.35
Eldridge, Gordon Larie	99.57	Smith, Marcus Allen	16.66
England, Joe Huiet	54.91	Smith, Nathan Scott	46.13
Ferguson, Crissy Darlene	22.61	Spencer, Linda Lamkin	10.54
Foster, Drew Todd	64.00	Stafford, Sabrina Lynn	1.74
Ginyard, Willie Williams Jr.	30.29	Stinson, Hugh Danies	32.64
Godfrey, Cheryl Anne	87.82	Thacker, Eric, Christopher	50.11
Green, Paige Hallman	31.18	Thomas, Melissa Lee Ann	88.86
Guo, Zhi Qing	13.13	Thompson, Cristal Sherrill	24.50
Haynes, Tommy Joe	34.81	Thompson, Toni Tenpenny	4.47
Hensley, Arnold Tyrone	32.26	Tracey, Michael Allen	54.29
Hernandez, Dominguez Neftali	37.06	Walker, Kathryn Cooper	41.68
Herrin, William Dana	27.19	Wang, Ming Zhen	27.34
Hood, Douglas Sterling	10.15	Wang, Ming Zhen	62.06
Humphries, Linda Kandounas	97.40	Weaver, Mary Jones	64.36
Hutchins, Joyce Beam	1.67	Wiegand, Robert William	79.70
Industrial Fabricators	26.94	TOTAL NCVTS REFUNDS (September 2019)	\$ 3,870.23
Adamson, Rebecca Ann	7.84	Huddle, Beverly Cecelia	62.45
All, Elizabeth Stroupe	87.34	Hug, Marlies Ursula	49.37
Allison, Jennifer Dee	38.02	Huggins, Carolyn Travis	65.44
Alnoush, Mohammad Khamees Issa	22.91	Icenhour, Arlene Lynch	4.67
Alzagari, Ibrahim Mahmoud	52.25	Jackson, Shawana Darna	90.81
Alzaghari, Omar Mohammad	81.05	Jaynes, Angela Baxter	8.87
AWB Services Inc.	23.20	Jones, Nora Overby	37.00
Baker, Janet Anderson	8.67	Joye, Tammy Lynn	40.81
Baker, Janet Anderson	34.69	Kaylor, Robert Nixon	77.13
Bauer, Stephen Michael	37.65	Laws, Judy Arnette	8.57
Bean, Dennis Edward	35.99	Madcat Enterprises Inc.	67.83
Beaver, Cindy Diane	39.62	Manning, Stacy Ann	16.85
Belt, Steve Russell	19.02	Mason, Dequilia Nicole	21.73
Bower Traust Construction LLC	7.71	McCombs, Jerome Dupree	40.32
Bower Traust Construction LLC	15.92	McDonald, Barbara Maltba	47.45
Boyd, Daniel Marcus V	46.41	McInemey, William Joseph	81.30
Brown, Mariette Angela	86.10	McInemey, William Joseph	53.87
Buchanan, Tyler Dawson	27.09	McMillan, Huey Alexander	65.53
Buffa, Randy Guy	37.43	McSwain, Tony Effard	84.78
Calhoun, Stephanie Shawn	83.95	McSwain, Tony Effard	61.84
Cauthen, Katie Louann	80.01	Meeks, Cynthia Laverene	86.65
Coletta Rentals Inc.	35.76	Moore, Stephen Vincent	5.91
Crisp, Angela Hawkins	70.45	Morrow, John Benjamin	69.81
Currence, Darrell Maurice Jr.	96.77	Mull, Roberta Ann	42.10
Deets, Nancy Halverstadt	49.58	Orlando Munoz, Juan Jose	32.67
Eller, Phillip Brooks	29.12	Overcash, Gloria Currie	36.29
Farmer, Robin Hampton	95.09	Poole, Harold Scott	25.81
Farrar, Joe Mason	36.12	Prichard, Rachel Lynn	19.78
Foster, William Gary	18.56	Putnam, Kevin Dean	47.75
Gibson, Ruby Brooks	93.09	Revis, Kristi Dixon	33.92
Graham, Troy William	34.94	Rodriguez Echeverria, Ernesto Leopoldo	45.49
Gravley, Kristian Emil	93.23	Ross, Gregory Clark	41.15
Grose, Elizabeth Houser	45.09	Shelton, Randal Franklin	99.45
Gullate, Stephen Jr.	44.60	Smith, Carolyn Joyce	41.41
Hannah, Mandy Lynn	36.17	Southard, Bernice Burgeme	10.69
Hannah, Matthew Scott	62.90	Sturgis, Frederick Darrell Jr.	45.07
Harley, Alexandrew Joseph	22.57	Valdez, Ramiero	72.10
Helms, James Everett	47.51	Watson, James Steve	18.15
Holbrook, Daniel Scott	44.47	Weaver, Robert Scott	32.62
Holland, Susan Tanner	97.23	Wolfe, John William	45.01
Horne, Tammy Sisk	81.96	Woods, Drema Scott	9.37
Horsley, Andrew Britt	13.98	Woods, Stephen Joseph	35.53
		TOTAL NCVTS REFUNDS (October 2019)	\$ 3,905.41
		TOTAL VEHICLE TAX REFUNDS	\$ 7,775.64



Gaston County

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Library Board Action

File #: 19-475

Commissioner Worley - Library - To Accept and Appropriate \$227,155 from the North Carolina State Library for the Gaston County Public Library

STAFF CONTACT

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

BUDGET IMPACT

Appropriate State Aid revenues. No additional County funds.

BUDGET ORDINANCE IMPACT

Increase State Aid revenues by \$227,155 and appropriate \$227,155 into State Aid Programs account 20553.

BACKGROUND

The Library was awarded \$227,155 by the NC State Library to be used at the Gaston County Public Library's discretion.

POLICY IMPACT

N/A

ATTACHMENTS

Budget Change Request; State Aid Award Letter FY20

GASTON COUNTY BUDGET CHANGE REQUEST

TO: Dr. Kim S. Eagle COUNTY MANAGER

FROM: 6110 Library

Dept. # Department Name

Laurel Morris 11/18/2019

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)
State Aid: Public Library	010-04-6110-6112-425071	(227,155)
FY20 State Aid to Libraries	010-04-6110-6112-560000-20553	227,155

JUSTIFICATION FOR REQUEST:

The Library was awarded \$227,155 from the North Carolina State Library to be used at the Gaston County Public Library's discretion.

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.

MEMORANDUM

To: Gaston County Library
From: Tanya Prokrym, Director of Library Development
Date: November 8, 2019
Re: 2019 - 2020 Aid to Public Libraries Grant Funds

This memorandum is to inform you that Gaston County Library will receive **\$227,155** from the Aid to Public Libraries Fund for FY2019-20. The total available allocation for distribution is **\$14,182,131** for public libraries qualifying to receive State Aid.

State Aid payments are distributed monthly and should be received no later than the 15th of each month. The following chart shows the payments already distributed from July 2019 through November 2019 and the adjusted payments to be distributed from December 2019 through June 2020.

Please contact me at tanya.prokrym@ncdcr.gov or 919-814-6789 if you have any questions and/or would like to go over your individual State Aid calculations.

Library Name: Gaston County Library

Jul 2019 Payment	Aug 2019 Payment	Sep 2019 Payment	Oct 2019 Payment	Nov 2019 Payment	Dec 2019 Payment
\$18,913	\$18,913	\$18,913	\$18,913	\$18,913	\$18,941

Jan 2020 Payment	Feb 2020 Payment	Mar 2020 Payment	Apr 2020 Payment	May 2020 Payment	Jun 2020 Payment
\$18,941	\$18,941	\$18,941	\$18,941	\$18,941	\$18,944

Please provide a copy of this memo to your Finance Officer and Auditor.

Roy Cooper, Governor
 Susi H. Hamilton, Secretary
 Timothy G. Owens, State Librarian

Physical Address
 109 East Jones Street
 Raleigh, NC 27601
 (919)-814-6780

Mailing Address
 4640 Mail Service Center
 Raleigh, NC 27699-4600



Gaston County

Gaston County
Board of Commissioners
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Parks & Recreation Board Action

File #: 19-480

Commissioner Chad Brown - Parks and Recreation - To Accept and Appropriate the Senior Center General Purpose Grant from Centralina Council of Governments Area Agency on Aging (***Grant Funds - \$10,574***)

STAFF CONTACT

Cathy Hart - Parks and Recreation - 704-922-2162

BUDGET IMPACT

With the \$3,525 County matched dollars we receive an additional \$10,574 from Centralina Council of Governments Area Agency on Aging.

BUDGET ORDINANCE IMPACT

These funds are included in the approved FY20 Senior Center Budget.

BACKGROUND

These funds will be used to replace a treadmill in the fitness room in the Senior Center as well as to pay for an assistant to help with administrative duties at the Senior Center. The funds will also be used to pay facility costs, materials, and equipment for the Gaston County Senior Games.

POLICY IMPACT

N/A

ATTACHMENTS

Budget Change Request

GASTON COUNTY BUDGET CHANGE REQUEST

TO: Dr. Kim S. Eagle COUNTY MANAGER

FROM: 6130 Parks & Recreation/Sr. Center

Dept. # Department Name

Cathy Hart 11/19/19

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)
Senior Center General Purpose	010-04-6130-0000-425086	(\$10,574)
Special Programs	010-04-6130-0000-560000-20001	(3,525)
Senior Center General Purpose Grant	010-04-6130-0000-560000-20501	\$14,099

JUSTIFICATION FOR REQUEST:

Grant funds will be used to pay for a Senior Center Assistant, equipment and Senior Games expenses.

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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Police Department

Board Action

File #: 19-500

Commissioner Chad Brown - Police Department - To Accept and Appropriate \$20,000 of Donations, Approve the Allocation of \$110,000 of Federal Asset Forfeiture Program and State Controlled Substance Abuse Tax Fund Balance, and to Approve Axon Enterprise Inc., as a Sole Source Vendor for the Purchase of Body-Worn Cameras **(No Additional County Funds Appropriated)**

STAFF CONTACT

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

BUDGET IMPACT

Appropriate \$20,000 of Donations and \$110,000 of Federal Asset Forfeiture Program and State Controlled Substance Abuse Tax Fund Balance. No Additional County Funds Appropriated.

BUDGET ORDINANCE IMPACT

Increase General Fund Expenditures by \$130,000.

BACKGROUND

The Gaston County Humane Society donated \$20,000 to the Gaston County Police Department to be used for the purchase of equipment. These donated funds will go toward the purchase of seven Pelter Communication Systems headsets and 3M helmets to be used by the Emergency Response Team.

The Gaston County Police Department requests \$110,000 of the Federal Asset Forfeiture Program and State Controlled Substance Abuse Tax funds received during the 2016, 2017, and 2018 fiscal years be allocated for the purpose of purchasing additional equipment.

(Continued on Page 2)

Commissioner Chad Brown - Police Department - To Accept and Appropriate \$20,000 of Donations, Approve the Allocation of \$110,000 of Federal Asset Forfeiture Program and State Controlled Substance Abuse Tax Fund Balance, and to Approve Axon Enterprise Inc., as a Sole Source Vendor for the Purchase of Body-Worn Cameras **(No Additional County Funds Appropriated)**

Page 2

A portion of the Federal Asset Forfeiture Program and State Controlled Substance Abuse Tax being allocated will be used to purchase ten body-worn cameras from Axon Enterprise Incorporated (Sole Source Vendor) to be used for the Community Policing Division, K-9 Unit, School Resource Officers, and Police Reserves. These funds will also purchase riot control suits, gas masks and filters, uniform shirts and pants, a hydration liter bladder system, riot batons, equipment holders, utility pouches for Molle System, and ballistic helmets for the Civil Response Unit to use during the Republican National Convention.

The Federal Asset Forfeiture Program and State Controlled Substance Abuse Tax funds will also be used to pay liens held by Ally Financial for two vehicles seized by the Gaston County Police Department during a 2019 drug trafficking case in conjunction with the US Postal Service. The lien amounts of \$19,500 for the 2016 Nissan Murano (VIN# 5N1AZ2MG8GN125589) and \$14,500 for the 2016 Nissan Altima (VIN# 1N4BL3AP8GC169145) must be satisfied so the titles can be released and transferred to Gaston County.

POLICY IMPACT

N/A

ATTACHMENTS

Budget Change Request and Sole Source Letter

GASTON COUNTY BUDGET CHANGE REQUEST

TO: Dr. Kim S. Eagle COUNTY MANAGER

FROM: 4310 County Police
Dept. # Department Name

J. D. Ramey 11/22/2019
 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)
Fund Balance Appropriated	025-99-9900-0000-490000	[80,000]
Drug Asset Forfeiture - Treasury	025-02-4310-4310-530043-10002	80,000
Fund Balance Appropriated	026-99-9900-0000-490000	[30,000]
Controlled Substance Abuse Tax	026-02-4310-4310-530045-50112	30,000
Donations	010-02-4310-4310-415001	[20,000]
Miscellaneous Supplies	010-02-4310-4310-520007	20,000

JUSTIFICATION FOR REQUEST:

The Comprehensive Control Act of 1984 and the Anti-Drug Act of 1986 provide for the distribution among participating law enforcement agencies of assets forfeited in connection with drug related arrests. The above laws prohibit the use of such funds to reduce local funds budgeted for law enforcement programs. The department requests the donation from the Gaston County Humane Society be accepted in the amount of \$20,000 and that \$110,000 be appropriated for the purchase of equipment and to pay vehicle liens for two seized vehicles for department use. Funds to be allocated from the Drug Asset Fund Balance/Controlled Substance Abuse Tax Fund Balance FY2016/\$80,000; FY2017 / \$4,937 and FY2018 \$25,063). Gaston Humane Society donation from Donations Account to Miscellaneous Supplies Account.

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.



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

12/2/2019

To: *Gaston County Police Department*

Re: **Sole Source Letter for Axon Enterprise, Inc.'s TASER Conducted Energy Weapons, Axon brand products, and Axon Evidence (Evidence.com) Data Management Solutions**

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise. Axon is also the sole distributor of all TASER brand products for the agency identified in this letter.

TASER CEW Descriptions



TASER 7 CEW

- Multiple-shot CEW
- High-efficiency flashlight
- Close Quarter and Standoff cartridges
- Green LASER and dual red LASERs that adjust for cartridge angle
- Arc switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER 7 Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER 7 Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER 7 Cartridges only

X2 CEW

- Multiple-shot CEW
- High efficiency flashlight
- Static dual LASERs (used for target acquisition)
- ARC switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID): Displays mission-critical data such as remaining battery energy, burst time, operating mode, and user menu to change settings and view data on a yellow-on-black display
- The Trilogy log system records information from a variety of sensors into three data



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.

- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position
- Compatible with TASER Smart Cartridges only

X26P CEW

- High efficiency flashlight
- Red LASER (used for target acquisition)
- Central Information Display (CID): Displays data such as calculated remaining energy, burst time, and notifications
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER standard series cartridges

Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the X2 and X26P conducted energy weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

TASER Brand CEW Model Numbers

1. Conducted Energy Weapons (CEWs):
 - TASER 7 Models: 20008, 20009, 20010, and 20011
 - TASER X2 Models: 22002 and 22003
 - TASER X26P Models: 11002 and 11003
2. Optional Extended Warranties for CEWs:
 - TASER 7 – 4-year extended warranty, item number 20040
 - X2 – 4-year extended warranty, item number 22014



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SCOTTSDALE, ARIZONA 85255

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- X26P – 2-year extended warranty, item number 11008
 - X26P – 4-year extended warranty, item number 11004
3. TASER 7 Cartridges (compatible with the TASER 7; required for this CEW to function in the probe deployment mode)
 - Standoff cartridge, 3.5 degrees, Model 20012
 - Close Quarter cartridge, 12 degrees, Model 20013
 4. TASER standard cartridges (compatible with the X26P; required for this CEW to function in the probe deployment mode):
 - 15-foot Model: 34200
 - 21-foot Model: 44200
 - 21-foot non-conductive Model: 44205
 - 25-foot Model: 44203
 - 35-foot Model: 44206
 5. TASER Smart cartridges (compatible with the X2; required for this CEW to function in the probe deployment mode):
 - 15-foot Model: 22150
 - 25-foot Model: 22151
 - 25-foot inert simulation Model: 22155
 - 25-foot non-conductive Model: 22157
 - 35-foot Model: 22152
 6. TASER CAM HD recorder Model: 26810 (full HD video and audio) and TASER CAM HD with AS (automatic shut-down feature) Model: 26820. The TASER CAM HD is compatible with both the X26P and X2 CEWs.
 - TASER CAM HD replacement battery Model: 26764
 - TASER CAM HD Download Kit Model: 26762
 - TASER CAM HD optional 4-year extended warranty, item number 26763
 7. Power Modules (Battery Packs) for TASER 7 CEWs:
 - Tactical battery pack Model 22018
 - Compact battery pack Model 22019
 8. Battery Packs for X26P and X2 CEWs:
 - Performance Power Magazine (PPM) Model: 22010
 - Tactical Performance Power Magazine (TPPM) Model: 22012
 - Automatic Shut-Down Performance Power Magazine (APPM) Model: 22011
 - eXtended Performance Power Magazine (XPPM) Model: 11010
 - eXtended Automatic Shut-Down Performance Power Magazine (XAPPM) Model: 11015
 - Axon Signal Performance Power Magazine (SPPM) Model: 70116
 9. TASER 7 Dock:
 - TASER 7 Dock Core and Multi-bay Module: 74200
 10. TASER Dataport Download Kits:
 - Dataport Download Kit for the X2 and X26P Model: 22013



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11. TASER Blast Door Repair Kit Model 44019 and TASER Blast Door Replenishment Kit Model 44023
12. CEW Holsters:
 - Right-hand X2 holster by BLACKHAWK Model: 22501
 - Left-hand X2 holster by BLACKHAWK Model: 22504
 - Right-hand X26P holster by BLACKHAWK Model: 11501
 - Left-hand X26P holster by BLACKHAWK Model: 11504
13. TASER Simulation Suit II Model 44550
14. TASER 7 conductive target Model: 80087

Axon Digital Evidence Solution Description

Axon Body 3 Video Camera (DVR)

- Improved video quality with reduced motion blur and better low-light performance
- Multi-mic audio—four built-in microphones
- Wireless upload option
- Gunshot detection and alerts
- Streaming audio and video capability
- “Find my camera” feature
- Verbal transcription with Axon Records (coming soon)
- End-to-end encryption
- Twelve-hour battery
- Up to 120-second buffering period to record footage before pressing record button

Axon Flex 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 0.1 lux
- Audio tones to alert user of usage
- Low SD, high SD, low HD, and high HD resolution (customizable by the agency)
- Up to 120-second buffering period to record footage before pressing record button
- Multiple mounting options using magnetic attachment: head, collar, shoulder, helmet, ball cap, car dash, and Oakley sunglass mounts available
- 120-degree diagonal field of view camera lens. 102-degree horizontal field of view, and 55-degree vertical field of view

Axon Flex 2 Controller

- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Haptic notification available
- Tactical beveled button design for use in pocket
- Compatible with Axon Signal technology

Axon Body 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones and haptic (vibration) notification to alert user of usage



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- Audio mute during event option
- Wi-Fi capability
- High, medium, and low quality recording available (customizable by the agency)
- Up to 2-minute buffering period to record footage before pressing record button
- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- 143-degree lens
- Includes Axon Signal technology

Axon Fleet 2 Camera

- Fully integrated with Axon Evidence (Evidence.com) services and Axon devices
- Automatic time synchronization with other Axon Fleet and Axon on-officer cameras allows for multi-camera playback on Axon Evidence (Evidence.com).
- Immediate upload to Axon Evidence (Evidence.com) of critical event videos via 4G/LTE
- Wireless alerts from the TASER CEW Signal Performance Power Magazine (SPPM).
- Automatic transition from BUFFERING to EVENT mode in an emergency vehicle equipped with the Axon Signal Unit
- Decentralized system architecture without a central digital video recorder (DVR).
- Cameras that function independently and communicate wirelessly with the computer in the vehicle (MDT, MDC, MDU) for reviewing, tagging and uploading video.
- Wireless record alert based on Bluetooth communication from Axon Signal Vehicle when a configured input is enabled (e.g. emergency light, siren, weapon rack, etc.).
- Receives alerts from Axon Signal Sidearm.
- Plug-And-Play design allowing for cameras to be easily replaced and upgraded.
- Ability for an unlimited number of agency vehicles recording in the same vicinity with an Axon Fleet system to be automatically associated with one another when reviewing video in the video management platform. This feature is also supported across body cameras.

Axon Signal Unit (ASU)

- Communications device that can be installed in emergency vehicles.
- With emergency vehicle light bar activation, or other activation triggers, the Axon Signal Unit sends a signal. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the TASER X2 and X26P conducted energy weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

Axon Signal Sidearm Sensor

- Can be installed on common duty holsters
- Drawing a service handgun from the holster sends a signal from the Axon Signal Sidearm sensor. Upon processing the signal, an Axon system equipped with Axon



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Signal technology transitions from the BUFFERING to EVENT mode.

Axon Interview Solution

- High-definition cameras and microphones for interview rooms
- Covert or overt camera installations
- Touch-screen user interface
- Motion-based activation
- Up to 7-minute pre- and post-event buffering period
- Full hardware and software integration
- Upload to Axon Evidence (Evidence.com) services
- Interview room files can be managed under the same case umbrella as files from Axon on-officer cameras and Axon Fleet cameras; i.e., Axon video of an arrest and interview room video are managed as part of the same case in Axon Evidence (Evidence.com)
- Dual integration of on-officer camera and interview room camera with Axon Evidence (Evidence.com) digital evidence solution

Axon Signal Technology

- Sends a broadcast of status that compatible devices recognize when certain status changes are detected
- Only compatible with TASER and Axon products

Axon Dock

- Automated docking station uploads to Axon Evidence (Evidence.com) services through Internet connection
- No computer necessary for secure upload to Axon Evidence (Evidence.com)
- Charges and uploads simultaneously
- The Axon Dock is tested and certified by TUV Rheinland to be in compliance with UL 60950-1: 2007 R10.14 and CAN/ CSA-C22.2 N0.60950-I-07+A1:2011+A2:2014 Information Technology Equipment safety standards.

Axon Evidence (Evidence.com) Data Management System

- Software as a Service (SaaS) delivery model that allows agencies to manage and share digital evidence without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share digital evidence with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access to evidence based on pre-defined roles and permissions and pre-defined individuals
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Automated category-based evidence retention policies assists with efficient database management
- Ability to recover deleted evidence within seven days of deletion
- Stores and supports all major digital file types: .mpeg, .doc, .pdf, .jpeg, etc.



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- Requires NO proprietary file formats
- Ability to upload files directly from the computer to Axon Evidence (Evidence.com) via an Internet browser
- Data Security: Robust Transport Layer Security (TLS) implementation for data in transit and 256-bit AES encryption for data in storage
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff
- Protection: With no on-site application, critical evidence stored in Axon Evidence (Evidence.com) is protected from local malware that may penetrate agency infrastructure
- Stability: Axon Enterprise is a publicly traded company with stable finances and funding, reducing concerns of loss of application support or commercial viability
- Application and data protected by a CJIS and ISO 27001 compliant information security program
- Dedicated information security department that protects Axon Evidence (Evidence.com) and data with security monitoring, centralized event log analysis and correlation, advanced threat and intrusion protection, and incident response capabilities
- Redact videos easily within the system, create tags, markers and clips, search 7 fields in addition to 5 category-based fields, create cases for multiple evidence files

Axon Evidence (Evidence.com) for Prosecutors

- All the benefits of the standard Axon Evidence (Evidence.com) services
- Ability to share information during the discovery process
- Standard licenses available for free to prosecutors working with agencies already using Axon Evidence (Evidence.com) services
- Unlimited storage for data collected by Axon cameras and Axon Capture

Axon Records Network

- Records management system (RMS)
- Easy search and information sharing
- Paperwork automation
- Video-based incident report writing
- Digital evidence integration

Axon Capture Application

- Free app for iOS and Android mobile devices
- Allows users to capture videos, audio recordings, and photos and upload these files to their Axon Evidence (Evidence.com) account from the field
- Allows adding metadata to these files, such as: Category, Title, Case ID, and GPS data

Axon Commander Services

- On-premises data management platform
- Chain of custody reports with extensive audit trail



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- Automated workflows, access control, storage, and retention
- Compatible with multiple file formats

Axon View Application

- Free app for IOS and Android mobile devices
- Allows user to view the camera feed from a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 camera in real-time
- Allows for playback of videos stored on a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 system
- Allows adding meta-data to videos, such as: Category, Title, Case ID, and GPS data

Axon Professional Services

- Dedicated implementation team
- Project management and deployment best practices aid
- Training and train-the-trainer sessions
- Integration services with other systems

Axon Support Engineer:

- Dedicated Axon Regional/Resident Support Engineer Services
- Quarterly onsite visits
- Solution and Process Guidance custom to your agency
- White-Glove RMA and TAP (if applicable) Service for devices
- Monthly Product Usage Analysis
- Resident Support Engineer also includes onsite product maintenance, troubleshooting, and beta testing assistance

Axon Customer Support

- Online and email-based support available 24/7
- Human phone-based support available Monday–Friday 7:00 AM–5:00 PM MST; support is located in Scottsdale, AZ, USA
- Library of webinars available 24/7
- Remote-location troubleshooting



Axon Brand Model Numbers

1. Axon Body 3 Camera Model: 73202
2. Axon Flex 2 Cameras:
 - Axon Flex 2 Camera (online) Model: 11528
 - Axon Flex 2 Camera (offline) Model: 11529
3. Axon Flex 2 Controller Model: 11532



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4. Axon Flex 2 USB Sync Cable Model: 11534
5. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48" (1.2 m)
6. Axon Flex 2 Camera Mounts:
 - Oakley Flak Jacket Kit Model: 11544
 - Collar Mount Model: 11545
 - Oakley Clip Model: 11554
 - Epaulette Mount Model: 11546
 - Ballcap Mount Model: 11547
 - Ballistic Vest Mount Model: 11555
 - Universal Helmet Mount Model: 11548
7. Axon Body 2 Camera Model: 74001
8. Axon Flex 2 Controller and Axon Body 2 Camera Mounts:
 - Z-Bracket, Men's, Axon RapidLock Model: 74018
 - Z-Bracket, Women's Axon RapidLock Model: 74019
 - Magnet, Flexible, Axon RapidLock Model: 74020
 - Magnet, Outerwear, Axon RapidLock Model: 74021
 - Small Pocket, 4" (10.1 cm), Axon RapidLock Model: 74022
 - Large Pocket, 6" (15.2 cm), Axon RapidLock Model: 74023
 - MOLLE Mount, Single, Axon RapidLock Model: 11507
 - MOLLE Mount, Double, Axon RapidLock Model: 11508
 - Belt Clip Mount, Axon RapidLock Model: 11509
9. Axon Fleet 2 Camera
 - Axon Fleet 2 Front Camera: 71079
 - Axon Fleet 2 Front Camera Mount: 71080
 - Axon Fleet 2 Rear Camera: 71081
 - Axon Fleet 2 Rear Camera Controller: 71082
 - Axon Fleet 2 Rear Camera Controller Mount: 71083
 - Axon Fleet Battery System: 74024
 - Axon Fleet Bluetooth Dongle: 74027
10. Axon Signal Unit Model: 70112
11. Axon Dock Models:
 - Axon Dock – Individual Bay and Core for Axon Flex 2
 - Axon Dock – 6-Bay and Core for Axon Flex 2
 - Individual Bay for Axon Flex 2 Model: 11538
 - Core (compatible with all Individual Bays and 6-Bays) Model: 70027
 - Wall Mount Bracket Assembly for Axon Dock: 70033
 - Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
 - Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
 - Individual Bay for Axon Body 2 and Axon Fleet Model: 74011



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Axon Product Packages

1. **Officer Safety Plan:** includes an X2 or X26P CEW, Axon camera and Dock upgrade, and Axon Evidence (Evidence.com) license and storage. See your Sales Representative for further details and Model numbers.
2. **Officer Safety Plan 7** Includes a TASER 7 conducted electrical weapon (CEW), Axon Body 3 camera, Axon Dock, Axon Camera and Dock upgrade, Axon Evidence (Evidence.com) licenses and storage, and Axon Aware, and Axon Records Core.
3. **Officer Safety Plan 7 Plus:** Includes a TASER 7 conducted energy weapon (CEW), Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Aware +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, and Axon Signal Sidearm.
4. **TASER 7 Certification:** Pays for TASER 7 program in installments over 5 years including access to Evidence.com for CEW program management, annual training cartridges, unlimited duty cartridges and online training content.
5. **TASER Certification Add-On:** Allows the agency to pay an annual fee to receive an annual allotment of training cartridges, unlimited duty cartridges and online training content.
6. **TASER Assurance Plan (TAP):** Hardware extended warranty coverage, Spare Products, and Upgrade Models available for the X2 and X26P CEWs, and the TASER CAM HD recorder. (The TAP is available only through Axon Enterprise, Inc.)
7. **TASER 60:** Pay for X2 and X26P CEWs and Spare Products in installments over 5 years.
8. **Unlimited Cartridge Plan:** Allows agency to pay an annual fee to receive annual training cartridges, unlimited duty cartridges and unlimited batteries for the X2 and X26P.
9. **TASER 60 Unlimited:** Pay for X2 and X26P CEWs and Spare Products in installments over 5 years and receive unlimited cartridges and batteries.

SOLE AUTHORIZED DISTRIBUTOR FOR AXON BRAND CAMERAS AND TASER BRAND CEW PRODUCTS	SOLE AUTHORIZED REPAIR FACILITY FOR AXON BRAND CAMERAS AND TASER BRAND CEW PRODUCTS
Axon Enterprise, Inc. 17800 N. 85 th Street, Scottsdale, AZ 85255 Phone: 800-978-2737 Fax: 480-991-0791	Axon Enterprise, Inc. 17800 N. 85 th Street, Scottsdale, AZ 85255 Phone: 800-978-2737 Fax: 480-991-0791

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.



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Sincerely,

A handwritten signature in black ink, appearing to read 'Josh Isner'.

Josh Isner
Chief Revenue Officer
Axon Enterprise, Inc.

Android is a trademark of Google, Inc, Bluetooth is a trademark of the Bluetooth SIG, Flak Jacket is a trademark of Oakley, Inc, iPod touch is a trademark of Apple Inc., IOS is a trademark of Cisco, LTE is a trademark of the European Telecommunications Standards Institute, Shoei is a trademark of Shoei Co., Ltd., VELCRO is a trademark of Velcro Industries, B.V., and Wi-Fi is a trademark of the Wi-Fi Alliance.

The "Delta Logo," the "Axon + Delta Logo," Axon, Axon Aware, Axon Body, Axon Body 2, Axon Body 3, Axon Citizen, Axon Dock, Axon Evidence, Axon Fleet, Axon Fleet 2, Axon Flex, Axon Flex 2, Axon Interview, Axon RapidLock, Axon Records, Axon Signal, Axon Signal Sidearm, Axon Signal Vehicle, Evidence.com, Smart Cartridge, Trilogy, TASER CAM, X2, X26P, TASER 7, TASER, and d are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information, visit www.axon.com/legal. All rights reserved. © 2019 Axon Enterprise, Inc.



Gaston County

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Board of Commissioners
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Police Department

Board Action

File #: 19-517

Commissioner Worley - Police Department - To Accept and Appropriate Additional Expansion Funds Through the North Carolina Department of Public Safety, Adult Corrections and Juvenile Justice in the Amount of \$83,861 to Fund Diversion Programs for Court Involved Youth

STAFF CONTACT

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

BUDGET IMPACT

N/A

BUDGET ORDINANCE IMPACT

N/A

BACKGROUND

Due to the approval of legislation that raises the age of a juvenile in North Carolina to the age of 18 effective December 1, 2019, the North Carolina Department of Public Safety, Adult Corrections and Juvenile Justice approved additional funds for the expansion of JCPC programs for Gaston County. Additional funds in the amount of \$83,861 have been approved for the remainder of fiscal year 19/20. The Juvenile Crime Prevention Council advertised and accepted applications for these funds and its Allocations Committee recommended to the full Council how the funds should be allocated. The Gaston County JCPC voted at its December 10, 2019 JCPC meeting to allocate the additional funds to the programs listed on the attached Budget Change Request.

POLICY IMPACT

N/A

ATTACHMENTS

Budget Change Request

GASTON COUNTY BUDGET CHANGE REQUEST

TO: Dr. Kim Eagle COUNTY MANAGER

FROM 5830 JPCPC
Dept. # Department Name

Department Director's Signature Date

TYPE OF REQUEST:

- ☐ Line Item Transfer Within Department & Fund ☐ Line Item Transfer Between Funds *
- ☐ Project Transfer Within Department & Fund ☒ Additional Appropriation of Funds *
- ☐ Line Item Transfer Between Departments* * Requires resolution by the Board of Commissioners

Resolution # Date

ACCOUNT DESCRIPTION (As it appears in the budget)	ACCOUNT NUMBER Fund - Dept - Subdept - Div - Acct - Subacct xx - xxxx - xxxx - xxxx - xxx - xxx	PROJECT SUBPROJECT xxxxx - xxx	AMOUNT Whole Dollars Only (See Note Below)
Community Outreach	010-05-5830-0000-560010	20504	\$7,367
Juvenile Mediation	010-05-5830-0000-560010	20507	\$9,600
Juvenile Restitution	010-05-5830-0000-560010	20508	\$3,950
Kids At Work	010-05-5830-0000-560010	20509	\$22,863
PORT	010-05-5830-0000-560010	20510	\$16,247
Psychological Testing	010-05-5830-0000-560010	20511	\$6,000
Strengthening Families	010-05-5830-0000-560010	20512	\$6,577
Teen Court	010-05-5830-0000-560010	20513	\$9,732
Triple P Positive Parenting Program	010-05-5830-0000-560010	20514	\$1,525
JPCPC Revenue Account	010-05-5830-0000-425103		(\$83,861)

Justification for Request: Due to the enactment of legislation that raises the age of a juvenile in North to the age of 18 effective December 1, 2019, the North Carolina Department of Public Safety, Adult Corrections and Juvenile Justice approved additional funds for the expansion of JPCPC programs for Gaston County. Additional funds in the amount of \$83,861 have been approved for the remainder of fiscal year 19-20. The Juvenile Crime Prevention Council advertised and accepted applications for these funds and its Allocations Committee recommended to the full council how the funds should be allocated. The Gaston County JPCPC voted via electronic mail to allocate the additional funds to the programs listed above. This budget change request is to accept and appropriate these additional expansion funds.

APPROVAL SIGNATURES:

County Manager/Assistant County Manager Date

Budget Department Date

Finance Department Date

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



Gaston County

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Public Works

Board Action

File #: 19-498

Commissioner Chad Brown - Public Works - To Award a Construction Contract to Fairwood Construction for Mt. Holly Library ADA Renovations at a Cost Not to Exceed \$364,413.00 and Authorize the County Manager to Execute Any Necessary Contract Documents **(FY20 Budgeted Funds)**

STAFF CONTACT

Ray Maxwell, PE - Public Works - 704-862-7504

BUDGET IMPACT

ADA Improvements - \$364,413.00

BUDGET ORDINANCE IMPACT

N/A

BACKGROUND

The Gaston County Board of Commissioners approved funding in the FY19-20 budget to complete ADA improvements at various County facilities. Due to age and continued usage of these facilities, the building and surrounding parking lots/landscaping are in disrepair and do not meet current accessibility requirements. Tindale Oliver previously conducted an in-depth study of various County Facilities and provided ADA remediation recommendations to Gaston County. Based on the results of that study, Biloba Architecture, PLLC and Robinson & Sawyer, Inc. designed the needed repairs and prepared bidding documents for public bidding purposes. The project was publicly advertised on November 3, 2019 and a bid opening was held November 21, 2019 with the following results:

Fairwood Construction:	\$ 364,413.00
Heartland Construction:	\$ 560,683.00
Tyler 2 Construction:	\$ 545,150.00

(Continued on Page 2)

Commissioner Chad Brown - Public Works - To Award a Construction Contract to Fairwood Construction for Mt. Holly Library ADA Renovations at a Cost Not to Exceed \$364,413.00 and Authorize the County Manager to Execute Any Necessary Contract Documents ***(FY20 Budgeted Funds)***
Page 2

Based on the bids received, this Board Action deems Fairwood Construction as the contractor submitting the lowest responsible, responsive bid. Approval of this Board Action formally selects Fairwood Construction to perform the repair work associated with the project, directs the County Attorney to draft all necessary contract documents, and authorizes the County Manager or her designee to execute said documents for an amount not to exceed \$364,413.00

POLICY IMPACT

N/A

ATTACHMENTS

Bid Award Recommendation Letter



November 22, 2019

To:

Sara Gilbert-Kay; Project Coordinator
Gaston County Public Works Department
325 Dr. Martin Luther King Jr. Way, Suite 1051
Gastonia, NC 28052

From:

Ian Patrick, AIA, LEED AP BD+C; Partner
Biloba Architecture, PLLC
8801 JM Keynes Drive, Suite 365
Charlotte, NC 28213

RE:

Bid Results and Recommendation | Mt. Holly Branch Library ADA Improvements

Dear Sara,

We have reviewed and tabulated the bids for the above referenced project. The low bidder is Fairwood Construction, LLC with a base bid of \$364,413.00.

Fairwood Construction LLC's license is Valid and in good standing with North Carolina Licensing Board for General Contractors. We recommend award of the Contract to Fairwood Construction, LLC and acceptance of Alternate No. 1 in the amount of \$0.00 for a total Contract amount of \$364,413.00.

Let me know if you have any questions.

Sincerely,

Ian Patrick, AIA, LEED AP BD+C
Partner
Biloba Architecture, PLLC

Attachments

Certified Bid Tabulation
Fairwood Construction, LLC Bid Package



Gaston County

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Public Works

Board Action

File #: 19-507

Commissioner Chad Brown - Public Works - To Award a Construction Contract for Poston Park ADA Trail Site Modifications to T.C. Strickland, Inc. at a Cost Not to Exceed \$621,000, and Authorize the County Manager to Execute Any Necessary Contract Documents

STAFF CONTACT

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

BUDGET IMPACT

Construction / Repair - \$621,000

BUDGET ORDINANCE IMPACT

N/A

BACKGROUND

The Gaston County Board of Commissioners approved funding in the FY19-20 budget to complete ADA Improvements at various County facilities. Tindale Oliver previously conducted an in-depth study of various County Sites and provided ADA remediation recommendations to Gaston County. Based on the results of that study, Robinson & Sawyer, Inc. recently designed the needed repairs and prepared bidding documents for public bidding purposes. The modifications will provide ADA compliant access to the recreational lake area, volleyball court and picnic shelter. The project was publicly advertised on October 27, 2019 and the bid opening was held November 26, 2019 with the following results:

Pinnix, Inc.	Gastonia, NC	\$849,780
Quinn Sales, Inc.	Gastonia, NC	\$646,814
Eagle Wood, Inc.	Denver, NC	\$1,287,500
T.C. Strickland, Inc.	Shelby, NC	\$621,000

(Continued on Page 2)

Commissioner Chad Brown - Public Works - To Award a Construction Contract for Poston Park ADA Trail Site Modifications to T.C. Strickland, Inc. at a Cost Not to Exceed \$621,000, and Authorize the County Manager to Execute Any Necessary Contract Documents
Page 2

Based on the bids received, this Board Action deems T.C. Strickland, Inc. as the contractor submitting the lowest responsible responsive bid. Approval of this Board Action formally selects T.C. Strickland, Inc. to perform the work associated with the project, directs the County Attorney to draft all necessary contract documents, and authorizes the County Manager or her designee to execute said documents for an amount not to exceed \$621,000.

POLICY IMPACT

N/A

ATTACHMENTS

Bid Award Recommendation Letter



ROBINSON & SAWYER, INC.

CIVIL ENGINEERING CONSULTING AND DESIGN



EST. 1962

707 E. SECOND AVE. ■ GASTONIA, NORTH CAROLINA 28054 ■ PHONE: 704-864-2201 ■ FAX: 704-864-2276

November 26, 2019

via e-mail: ray.maxwell@gastongov.com

Mr. Ray Maxwell, PE
Public Works Director
Gaston County
PO Box 1578
Gastonia, NC 28053

RE: Gaston County – Poston Park ADA Trail – Letter of recommendation

Mr. Maxwell:

Based on a thorough review of the Bids received on November 26, 2019 for the subject project, we recommend a contract be awarded to the low bidder, T. C. Stirckland Construction Company, Inc. in the amount of six hundred twenty-one thousand dollars (\$621,000.00). This is for the Concrete Trail, Bid Option No. 1 with stainless steel hand rails.

We will forward to you, under separate cover, a detailed bid tabulation and copies of the bids received for your files.

Should you have any questions or comments, please do not hesitate to call me.

Sincerely,

Robinson & Sawyer, Inc.

Donald D. Smith, PE
President



Gaston County

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Sheriff's Office

Board Action

File #: 19-497

Commissioner Worley - Sheriff's Office - To Appropriate \$25,265 for the Gaston County Sheriff's Office from the State Criminal Alien Assistance Program (SCAAP) (**100% Federal Funds**)

STAFF CONTACT

Chief Deputy Kim Johnson - Sheriff's Office - 704-869-6837

BUDGET IMPACT

100% Federal Funds

BUDGET ORDINANCE IMPACT

Increase SCAAP grant revenues by \$25,265 and appropriate \$25,265 into Special Grants account.

BACKGROUND

Gaston County was awarded a \$25,265 grant from the 2018 State Criminal Alien Assistance Program (SCAAP). The federal Bureau of Justice Assistance provides SCAAP grants to reimburse costs incurred by state or political subdivisions of a state, including counties, for the confinement of certain undocumented criminal aliens. The grant money will be used to furnish the new GED classrooms in the jail and provide additional Automated External Defibrillators (AEDs).

POLICY IMPACT

N/A

ATTACHMENTS

Budget Change Request

GASTON COUNTY BUDGET CHANGE REQUEST

TO: Dr. Kim S. Eagle COUNTY MANAGER

FROM: 4315 Sheriff's Office

Dept. # Department Name

Sheriff Alan Cloninger 11/25/2019

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)
State Criminal Alien Assistance Program 2018 SCAAP GRANT	010-02-4315-0000-425080	{25,265}
	010-02-4315-4315-560000-20549	25,265

JUSTIFICATION FOR REQUEST:

Gaston County was awarded a \$25,265 grant from the 2018 State Criminal Alien Assistance Program (SCAAP). The federal Bureau of Justice Assistance provides SCAAP grants to reimburse costs incurred by state or political subdivisions of a state, including counties, for the confinement of certain undocumented criminal aliens. The grant money will be used to furnish the new GED classrooms in the jail and provide additional Automated External Defibrillators (AEDs).

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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Tax Board Action

File #: 19-519

Commissioner Fraley - Tax Collections - Pursuant to G.S. 105-381, the Tax Collector Requests that the Listed Tax Refunds be Made. (***Real Estate - \$53,608.57; Vehicles and ETC - \$1,001.18; VTS Refunds - \$8,004.04; Grand Total - \$62,613.79***)

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 October 2019

TAXPAYER NAME	OWNER NAME	AMOUNT
OCTOBER 2019 REAL ESTATE		
Abee, Joan N		\$158.26
ACE Family Homes LLC		\$1,508.51
Alan G Carpenter PA		\$189.64
Ashe, Joanne J		\$336.23
Ashe, Joanne J		\$212.02
Barnes, Russell Haynes		\$302.70
Barrett Brown Inc		\$218.22
Bates, Willard K		\$540.00
Bumgardner, Jeffery		\$152.84
Clark, Cynthia		\$113.00
Clark, Cynthia		\$113.00
Cloninger & Neisler Attorney		\$235.25
Crenshaw, Ernest L		\$540.00
Darnell, Sherry		\$706.78
Doster, John T		\$604.00
Drew, Tammy R		\$104.00
DSO Victory Properties LLC		\$991.20
DSO Victory Properties LLC		\$326.00
Dumas, Cassie		\$140.60
Equity National Title		\$814.61
First Federal Savings Bank		\$1,013.88
First National Bank		\$2,612.10
Flower, Phillip		\$940.03
Fortner Investments		\$6,799.18
Green, Sally		\$110.16
Hamrick, Jennifer E		\$116.15
Hance & Hance Pa		\$181.10
Harry Marsh Law		\$413.46
Heavner, Amelia		\$3,276.00
Houston, Herbert C		\$1,053.00
James, Tony		\$2,064.00
Lail, John F Jr		\$262.07
Magnuson, Michael		\$3,354.51
Medlin, James D		\$826.92
Mercer, Jack A		\$162.48
Mercer, Jack A		\$200.00
Mercer, Jack A		\$200.00
Morrow & Britton Plc		\$600.00
Mortgage Connect		\$313.77
Nutt, Somer		\$100.00
R & D Delivery Co Inc		\$3,886.18
Sherrill, Lynn & Smith, Michelle		\$572.32
Shytle, Billy		\$2,336.00
Silk Abstract Compan		\$371.01
Solidifi Title & Clo		\$1,140.55
Stiles, Ruby		\$864.00
Stowe, John B		\$185.00

TAXPAYER NAME	OWNER NAME	AMOUNT
OCTOBER 2019 REAL ESTATE (Continued)		
Taylor, George L		\$408.00
The Sumner Group		\$715.18
Thomasson, Larry Reeves		\$468.00
Walker, Melvin Glenn JR		\$100.28
Weiss, Kelly		\$3,841.05
Wilson, Loretta		\$290.00
Woody, Doris		\$110.63
Wright, Teresa		\$600.00
Wright, Valeria E		\$566.19
Wyatt, David R		\$304.89
Xiaochuan, Wu		\$328.62
Young, Anthony Leon		\$3,615.00
TOTAL		\$53,608.57
OCTOBER 2019 VEHICLES & ETC		
Leach, Julie Ann		\$162.97
Jackson, Shimah		\$184.00
Ward, Michael		\$499.07
Williams, Tiffany M		\$155.14
TOTAL		\$1,001.18
OCTOBER VTS REFUNDS		
Afrasiabi, Mohammad Hadi		\$299.78
Bauer, Stephen Michael		\$254.71
Benfield, Joshua David		\$215.58
Burke, Larry Brandon		\$169.44
Clinkscapes, Dylan Lee		\$174.58
Crisp, Larry Blaine		\$175.82
Crowe, Danny Blair		\$150.33
Endicott, Johnny Mack		\$123.72
Frawley, Elizabeth Marie		\$192.36
Gillespie, Matthew Lee		\$265.32
Godfrey, John L		\$142.88
Gutkowski, Robert Patrick		\$135.76
Hamilton, Gary William		\$110.53
Henriksen, John Phillip		\$290.74
Hornes Towing LLC		\$265.50
Hovis, Dustin Blake		\$227.89
Hurd, Eric Michael		\$110.04
James, Gary Bernard		\$125.73
Johnson, Jason Michael		\$169.05
Kramer, Kenneth		\$114.89
Lanier, Jimmy Ray		\$407.72
Lincoln County Tax Department		\$162.19
Lincoln County Tax Department		\$137.66
London, Steven Eugene		\$254.26
Maney, Robert Brice		\$185.19

TAXPAYER NAME	OWNER NAME	AMOUNT
OCTOBER VTS REFUNDS (Continued)		
Miller, Caroline Pinkston		\$287.85
Moody, David Franklin		\$262.43
Morel, Benjamin Martin		\$385.14
Powell, Wanda Dyer		\$145.57
Putnam, Elizabeth Rose Ann		\$212.10
Reavis, Lanny Roger		\$266.93
Reynolds, Gary Wayne		\$434.88
Rimer, Joe Lee		\$168.38
Ross, Cheryl Beth		\$126.90
Slawter, Susan Bumgarner		\$249.60
Smith, Linda Louise		\$177.14
St Laurent, Connley Bryant		\$123.83
Thomas, Ricky Jay		\$168.03
Wilson, James Edward		\$133.59
TOTAL		\$8,004.04
 GRAND TOTAL		 \$62,613.79



Gaston County

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Planning Board Action

File #: 19-478

Commissioner Hovis - Planning & Development Services - Zoning Map Change: Z19-16 Stuart & Lisa LaFrancis (Applicant); Property Parcel: 154069, Located at 109 Womble Dr., Bessemer City, NC, Rezone from the (I-2) General Industrial Zoning District with (CH) Corridor Highway and (US) Urban Standards Overlays to the (C-1) Light Commercial Zoning District with (CH) Corridor Highway and (US) Urban Standards Overlays

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. Stuart & Lisa LaFrancis (Applicant); Rezone Parcel 154069, from the (I-2) General Industrial Zoning District with (CH) Corridor Highway and (US) Urban Standards Overlays to the (C-1) Light Commercial Zoning District with (CH) Corridor Highway and (US) Urban Standards Overlays. A joint public hearing was advertised and held on December 10, 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 - Z19-16; Maps - Z19-16



RESOLUTION TITLE: ZONING MAP CHANGE: Z19-16 STUART & LISA LAFRANCIS (APPLICANT); PROPERTY PARCEL: 154069, LOCATED AT 109 WOMBLE DR., BESSEMER CITY, NC, REZONE FROM THE (I-2) GENERAL INDUSTRIAL ZONING DISTRICT WITH (CH) CORRIDOR HIGHWAY AND (US) URBAN STANDARDS OVERLAYS TO THE (C-1) LIGHT COMMERCIAL ZONING DISTRICT WITH (CH) CORRIDOR HIGHWAY AND (US) URBAN STANDARDS OVERLAYS

WHEREAS, a County Zoning Ordinance was adopted on April 24, 2008 and a joint public hearing was held on December 10, 2019 by the County Commission and the Planning Board, to take citizen comment into a map change application, as follows:

Tax Parcel Number(s): 154069
Applicant: Stuart & Lisa LaFrancis
Owner(s): Stuart & Lisa LaFrancis
Property Location: 109 Womble Dr.
Request: Rezone Parcel 154069 from the (I-2) General Industrial Zoning District with (CH) Corridor Highway and (US) Urban Standards Overlays to the (C-1) Light Commercial Zoning District with (CH) Corridor Highway and (US) Urban Standards Overlays

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: 154069, located at 109 Womble Dr., Bessemer City, NC, from the (I-2) General Industrial Zoning District with (CH) Corridor Highway and (US) Urban Standards Overlays to the (C-1) Light Commercial Zoning District with (CH) Corridor Highway and (US) Urban Standards Overlays on December 10, 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 Land Use 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: Z19-16 Stuart & Lisa LaFrancis (Applicant); Property Parcel: 154069, Located at 109 Womble Dr., Bessemer City, NC, Rezone from the (I-2) General Industrial Zoning District with (CH) Corridor Highway and (US) Urban Standards Overlays to the (C-1) Light Commercial Zoning District with (CH) Corridor Highway and (US) Urban Standards Overlay Districts
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: 154069, is hereby (**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

Gaston County
Board of Commissioners
www.gastongov.com

Planning Board Action

File #: 19-477

Commissioner Philbeck - Planning & Development Services - Zoning Text Amendment: ZTA19-06 Gaston County Planning Board (Applicant); To Consider Proposed Text Amendment to the Unified Development Ordinance (UDO): Chapter 5 (Permit and Modification Procedures): Section 5.16.5(A), 5.16.6; Chapter 7 (Uses and Building Lot Standards): Section 7.6.5(A), 7.6.6(A), 7.6.7(B); Chapter 9 (General Provisions): Section 9.13(A)(1), 9.13(A)(3)

STAFF CONTACT

David L. Williams - Planning Director - 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 amendment is provided by the Planning Board, with final action on said amendment by the Commission, to consider text amendment to Application Number ZTA19-06 Gaston County Planning Board (Applicant), to request the Board of Commission to consider approval of the proposed text amendment to the UDO: Chapter 5 (Permit and Modification Procedures): Section 5.16.5(A), 5.16.6; Chapter 7 (Uses and Building Lot Standards): Section 7.6.5(A), 7.6.6(A), 7.6.7(B); Chapter 9 (General Provisions): Section 9.13(A)(1), 9.13(A)(3). A joint public hearing was advertised and held on December 10, 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 amendment. The proposed amendment reflects the inclusion of application submittal procedures for CD zoning districts; minor modification of uses within overlay districts; and, minor modification of outdoor lighting provisions. The Planning Board reviewed the amendment at its last regular Planning Board meeting (11/12/2019) and unanimously recommended to move them to the public hearing process.

ATTACHMENTS

Resolution - ZTA19-06; Zoning Text Amendment - ZTA19-06



RESOLUTION TITLE: ZONING TEXT AMENDMENT: ZTA19-06 GASTON COUNTY PLANNING BOARD (APPLICANT); TO CONSIDER PROPOSED TEXT AMENDMENTS TO THE UNIFIED DEVELOPMENT ORDINANCE (UDO): CHAPTER 5 (PERMIT AND MODIFICATION PROCEDURES): SECTION 5.16.5(A), 5.16.6; CHAPTER 7 (USES AND BUILDING LOT STANDARDS): SECTION 7.6.5(A), 7.6.6(A), 7.6.7(B); CHAPTER 9 (GENERAL PROVISIONS): SECTION 9.13(A)(1), 9.13(A)(3)

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 December 10, 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 regular meeting of November 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, the Planning Board recommended **(approval)** or **(disapproval)** of the text amendment to amend UDO Chapter 5 (Permit and Modification Procedures): Section 5.16.5(A), 5.16.6; Chapter 7 (Uses and Building Lot Standards): Section 7.6.5(A), 7.6.6(A), 7.6.7(B); Chapter 9 (General Provisions): Section 9.13(A)(1), 9.13(A)(3), on December 10, 2019, based on: public hearing comment and staff recommendation, the request **(is)** or **(is not)** reasonable and in the public interest and **(is)** or **(is not)** in accordance with the County's Comprehensive Land Use 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 Text Amendment: ZTA19-06 Gaston County Planning Board (Applicant); To Consider Proposed Text Amendments to the Unified Development Ordinance (UDO): Chapter 5 (Permit and Modification Procedures): Section 5.16.5(A), 5.16.6; Chapter 7 (Uses and Building Lot Standards): Section 7.6.5(A), 7.6.6(A), 7.6.7(B); Chapter 9 (General Provisions): Section 9.13(A)(1), 9.13(A)(3)

Page 2

NOW, THEREFORE, BE IT RESOLVED that after consideration of the proposed amendments, public hearing comment and Planning Board recommendation, the Commission considers this action to be **(reasonable and in the public interest)** or **(not reasonable and not in the public interest)** and finds the proposed amendment to be **(consistent)** or **(not consistent)** with the Comprehensive Land Use Plan.

The Commission hereby **(approves)** or **(disapproves)** the amendments to UDO Chapter 5 (Permit and Modification Procedures): Section 5.16.5(A), 5.16.6; Chapter 7 (Uses and Building Lot Standards): Section 7.6.5(A), 7.6.6(A), 7.6.7(B); Chapter 9 (General Provisions): Section 9.13(A)(1), 9.13(A)(3), effective with the passage of this Resolution.

The County Manager is authorized to make necessary notifications in this matter to appropriate parties.

Tracy L. Philbeck, Chairman
Gaston County Board of Commissioners

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: ZTA19-06, Gaston County Planning Board (Applicant); To Consider Proposed Text Amendments to the Unified Development Ordinance (UDO): Chapter 5 (Permit and Modification Procedures): Section 5.16.5(A), 5.16.6; Chapter 7 (Uses and Building Lot Standards): Section 7.6.5(A), 7.6.6(A), 7.6.7(B); Chapter 9 (General Provisions): Section 9.13(A)(1), 9.13(A)(3) (*Attached*), as adopted by the Board of Commissioners on December 10, 2019 and is to be set forth in the Gaston County Unified Development Ordinance (UDO) upon adoption.

Donna S. Buff, Clerk



PROPOSED TEXT AMENDMENTS – PUBLIC HEARING – DECEMBER 2019

Highlighted italics = additions; strikeouts = deletions

(Chapter 5 – Permit and Modification Procedures)

5.16.5 ZONING MAP AMENDMENTS – CONDITIONAL USE DISTRICTS (CD)

A. APPLICATION

1. Petitioning for a CD zoning district is a voluntary procedure and can be initiated only by the owner(s) of the property(ies) in question or by his/her authorized agent. Every application for the rezoning of property to a CD district shall be accompanied by a site plan, drawn to scale containing all of the information outlined in Section 5-11-2(B) **5.16.6** of this Ordinance. The Administrator shall schedule a meeting with the applicant, prior to any public information meeting (PIM) being advertised and/or held to review the rezoning application and site plan to make sure that it meets, at a minimum, all minimum requirements of this Ordinance.
4. The deadline for submittal shall be forty five (45) working days prior to the public hearing meeting with the Planning Board and Board of Commissioners. **Applications with proposed projects comprised of fifty (50) acres or more shall have a deadline submittal of ninety (90) working days prior to the public hearing meeting with the Planning Board and Board of Commissioners.**

5.16.6 PROCEDURES

A pre-application meeting between the applicant and the Administrator shall be required in order to familiarize the applicant of the procedure for securing approval of a CD zoning district. The Administrator shall accept no CD zoning district application for review without such meeting having first occurred unless the Administrator determines that such meeting would not serve any meaningful purpose and waives the meeting requirement.

Procedures for application submittal are as follows:

- A. A complete CD zoning district application that is signed by the applicant and which is accompanied by a submittal fee (in accordance with a fee scheduled approved by the Governing Board) shall be filed with the Administrator.**



B. The application shall be accompanied by a plan, drawn to scale, that includes or is accompanied by the following:

1. Name, address and phone number of the property owner (or his agent) and the property identification number of the property. (Note: The property owner or his authorized agents are the only two parties who may initiate a request for a CD zoning district application).
2. A boundary survey and vicinity map, showing the property's total acreage, general location in relation to adjoining streets, railroads and/or waterways, date and north arrow. The zoning classification of the property in question and contiguous properties shall also be shown.
3. The name and addresses of all owners, tax parcel numbers and existing land uses(s) of all contiguous properties.
4. Proposed use of all land and structures including the number of residential units proposed, if any, and total square footage of nonresidential development.
5. Location of all proposed structures, their approximate area and exterior dimensions, height, and proposed number of structures.
6. A description of all screening and landscaping required by the UDO and/or proposed by the applicant; the delineation of any wooded, landscaped or grassed areas existing prior to development and proposed to remain on the property once the development is completed.
7. All existing easements, reservations and rights-of-way.
8. Proposed phasing, if any, and approximate completion time for the project.
9. Delineation of areas within the regulatory floodplain as shown on the official Federal Emergency Management Agency (FEMA) flood hazard boundary maps for Gaston County.
10. Traffic, parking and circulation plans, showing the proposed location and arrangement of parking spaces and ingress and egress to adjacent streets.



11. A list, if any, of all additional development conditions or standards that differs from those that would normally apply to that use. Only conditions that exceed the UDO minimum standards can be considered and listed by the applicant, except those minor modifications listed in Table 5.15-1(B).
12. The Administrator reserves the right to waive the depiction of some or all of the information contained in paragraphs 5 through 10 above, when, in his opinion, such information would serve no meaningful purpose for the particular CD zoning district being requested. Notwithstanding, if the Planning Board determines that additional information as set forth in paragraphs 5 through 10 above of this subsection is needed to render a recommendation or decision on the application, they may require the applicant to submit such additional information.



(Chapter 7 – Uses and Building Lot Standards)

7.6.5 SH SPECIAL HIGHWAY OVERLAY DISTRICT

A. Permitted Uses

Uses in the SH district shall be limited to those permitted and conditional uses listed in the underlying general zoning district. In no case, however, shall any of the following principal uses be allowed to take place in any area located in the SH District:

1. Manufactured Goods, Class 2
2. Automobile Body Shop
3. Automobile Repair Shop
4. Automobile Towing and Wrecker Service
5. Camping and Recreational Vehicle Park
6. Building Materials and Lumber Sales
7. Amusement and Sporting Facility (Outdoor)
8. Junkyards/Salvage Yard
9. Flea Market, Outdoors
10. Commercial Vehicle and Truck Storage
11. Outdoor Storage Yard
12. Animal Kennel



13. Auction Facility, Livestock
- ~~14. Farmers Market~~
- ~~15. Manufactured Homes (All Classes)~~



7.6.6 CH CORRIDOR HIGHWAY OVERLAY DISTRICT

A. PERMITTED AND CONDITIONAL USES

Any permitted or conditional use, ~~with the exception of manufactured homes,~~ allowed in the underlying general zoning district, shall be permitted in the CH District. ~~Manufactured homes shall not be allowed in the CH Corridor Highway Overlay District unless allowed elsewhere in this ordinance.~~ Any conditional use in the underlying zoning district shall be permitted in accordance with the regulations outlined in Section 5.11. All such permitted and conditional uses shall also meet all requirements of the CH District. ~~With the exception of manufactured homes (which are not allowed in the CH District), i/n~~ no instance shall the regulations of this overlay district apply to single and two-family dwellings.



7.6.7 GP GARDEN PARKWAY OVERLAY DISTRICT

B. Permitted Uses

Uses in the GP district shall be limited to those permitted and conditional uses listed in the underlying general zoning district. In no case, however, shall any of the following principal uses be allowed to take place in any area located in the GP District:

1. Manufactured Goods, Class 2
2. Automobile Body Shop
3. Automobile Repair Shop
4. Automobile Towing and Wrecker Service
5. Camping and Recreational Vehicle Park
6. Building Materials and Lumber Sales
7. Amusement and Sporting Facility (Outdoor)
8. Junkyards/Salvage Yard
9. Flea Market, Outdoors
10. Commercial Vehicle and Truck Storage
11. Outdoor Storage Yard
12. Animal Kennel
13. Auction Facility, Livestock



14. ~~_____ Farmers Market~~

15. Automobile, Truck, Boat, Manufactured Home and Recreational Vehicle Sales and Rental



(Chapter 9 – General Provisions)

9.13 OUTDOOR LIGHTING

This Section provides direction in controlling light spillage and glare so as not to adversely affect motorists, pedestrians, and adjacent pieces of property. This shall not apply to single family dwelling lots, but does apply to single family subdivisions. The following general provisions apply:

A. GENERAL PROVISIONS

1. Light fixtures (not attached to buildings) must be affixed to a decorate pole, which may be of metal, fiberglass, or concrete. ~~Wooden poles are not permitted.~~
3. ~~The maximum height of the light source (light bulb), detached from a building, shall be twenty (20) feet.~~



Gaston County

Gaston County
Board of Commissioners
www.gastongov.com

Sheriff's Office

Board Action

File #: 19-495

Commissioner Worley - Sheriff's Office - Appropriation of Additional Funds to House Inmates Out of County for September (Partial) & October 2019 (**\$46,790**)

STAFF CONTACT

Alan Cloninger - Sheriff - 704-869-6860

BUDGET IMPACT

Appropriation from Fund Balance.

BUDGET ORDINANCE IMPACT

Appropriation from Fund Balance \$46,790.

BACKGROUND

The jail population for September and October 2019 exceeded operational capacity (526) daily. As a result, inmates were shipped to the following counties: Hoke, Madison, Sampson, and Transylvania. Inmates were housed between 1-30 days. The total cost for September (partial) and October 2019 is \$46,790. The Sheriff's Office does not have funds allocated for this expense. It is our expectation that additional inmates will have to be shipped until the population subsides or the jail expansion is fulfilled.

POLICY IMPACT

N/A

ATTACHMENTS

Budget Change Request and Housing Invoices

GASTON COUNTY BUDGET CHANGE REQUEST

TO: Dr. Kim S. Eagle COUNTY MANAGER

FROM: 4315 SHERIFF'S OFFICE
Dept. # Department Name

Sheriff Alan Cloninger 11/20/2019
 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)
FUND BALANCE APPROPRIATED	010-99-9900-0000-490000	{46,790}
INMATES HOUSED OUT OF COUNTY	010-02-4315-4323-530015-18126	46,790

JUSTIFICATION FOR REQUEST:

The jail population for September and October 2019 exceeded operational capacity (526) daily. As a result, inmates were shipped to the following counties: Hoke, Madison, Sampson, and Transylvania. Inmates were housed between 1-30 days. The total cost for September (partial) and October 2019 is \$46,790. The Sheriff's Office does not have funds allocated for this expense. It is our expectation that additional inmates will have to be shipped until the population subsides or the jail expansion is fulfilled.

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.

Madison County Sheriff's Office

348 Medical Park Dr.

Marshall, NC 28753

Agency Billing Report

From: 09/01/2019 to 09/30/2019

RECEIVED

OCT 1 2019

Initial: _____

Bill To: Gaston**Daily Rate:** \$55.00

Name	Booking ID	Admitted	Released	Billed Days	Amount
		08/18/2019	09/25/2019	25	\$1,375.00
		09/28/2019		3	\$165.00
		09/21/2019	09/26/2019	6	\$330.00
		09/21/2019	09/23/2019	3	\$165.00
		08/31/2019	09/02/2019	2	\$110.00
		09/07/2019	09/14/2019	8	\$440.00
		09/14/2019		17	\$935.00
		08/31/2019	09/03/2019	3	\$165.00
		08/24/2019	09/07/2019	7	\$385.00
		08/31/2019	09/07/2019	7	\$385.00
		08/31/2019	09/23/2019	23	\$1,265.00
		09/14/2019	09/21/2019	8	\$440.00
		09/28/2019		3	\$165.00
		08/18/2019	09/07/2019	7	\$385.00
		09/14/2019	09/17/2019	4	\$220.00
		09/14/2019	09/21/2019	8	\$440.00
		08/23/2019	09/07/2019	7	\$385.00
		09/15/2019	09/28/2019	14	\$770.00
		09/28/2019		3	\$165.00
		09/10/2019	09/28/2019	19	\$1,045.00
		08/24/2019	09/07/2019	7	\$385.00
		08/23/2019	09/04/2019	4	\$220.00
		09/14/2019	09/21/2019	8	\$440.00
		09/28/2019		3	\$165.00
		08/31/2019	09/07/2019	7	\$385.00
		09/14/2019	09/21/2019	8	\$440.00
		08/24/2019	09/10/2019	10	\$550.00
		09/14/2019	09/28/2019	15	\$825.00
		09/14/2019	09/28/2019	15	\$825.00
		08/23/2019	09/11/2019	11	\$605.00
		09/14/2019	09/15/2019	2	\$110.00
		07/14/2019	09/14/2019	14	\$770.00
		08/31/2019	09/07/2019	7	\$385.00
		09/28/2019		3	\$165.00
		09/07/2019	09/21/2019	15	\$825.00
		09/04/2019	09/07/2019	4	\$220.00
		08/23/2019	09/04/2019	4	\$220.00
		09/14/2019		17	\$935.00
		08/23/2019	09/07/2019	7	\$385.00

Madison County Sheriff's Office

348 Medical Park Dr.

Marshall, NC 28753

Agency Billing Report

From: 09/01/2019 to: 09/30/2019

Bill To: Gaston				Daily Rates:	\$55.00
Name	Booking ID	Admitted	Released	Billed Days	Amount
		09/10/2019	09/14/2019	5	\$275.00
		09/07/2019	09/07/2019	1	\$55.00
		09/07/2019	09/28/2019	22	\$1,210.00
		09/21/2019		10	\$550.00
		09/03/2019	09/07/2019	5	\$275.00
		09/21/2019	09/26/2019	6	\$330.00
		09/21/2019	09/26/2019	6	\$330.00
		09/04/2019	09/08/2019	5	\$275.00
Totals:				398	\$21,890.00

Examined and certified correct this the

3rd Day of October, 2019

Michelle Quintanilla

RESPONSIBLE JAIL AUTHORITY
(SHERIFF, CHIEF JAILER,
OTHER)

Sampson County Detention Center

112 Fontana St
Clinton, NC 28328

OCT 16 2019

COPY

Agency Billing Report

From: 09/01/2019 to 09/30/2019 Initial: _____

Bill To: Gaston

Daily Rate: \$50.00

Name	Booking ID	Admitted	Released	Billed Days	Amount
		09/02/2019	09/07/2019	6	\$300.00
		09/02/2019	09/29/2019	28	\$1,400.00
		09/07/2019	09/27/2019	21	\$1,050.00
		09/01/2019	09/02/2019	2	\$100.00
		09/01/2019	09/03/2019	3	\$150.00
		09/01/2019	09/07/2019	7	\$350.00
		09/07/2019	09/08/2019	2	\$100.00
		08/24/2019	09/07/2019	7	\$350.00
		08/22/2019	09/01/2019	1	\$50.00
		09/07/2019	09/29/2019	23	\$1,150.00
		08/24/2019	09/01/2019	1	\$50.00
		08/17/2019	09/01/2019	1	\$50.00
		9/22/2019	09/29/2019	8	\$400.00
		Totals:		110	\$5,500.00
					- 100.00

(N/C less than 24 hrs.)

Examined and certified correct this the

14 Day of Oct, 20 19

Melody M. Bass

mg

Total = \$5,400.00



IHS Pharmacy

PO Box 1428
Rainsville, AL 35986
(256) 638-1060

STATEMENT

Page: 1

ACCT. #
SNGA999999

DATE:
9/30/2019

SAMPSON CO (GASTON INMATES)
112 FONTANA STREET
112 FONTANA STREET
CLINTON, NC 28328

DATE	INVOICE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
					3
					1
09/30/19	57386	Invoice Sept 19 Reg Meds	9.05		9.05
CURRENT		30 DAYS	60 DAYS	90 DAYS	AMOUNT DUE
\$9.05		\$0.00	\$0.00	\$0.00	\$9.05

PLEASE RETAIN THIS PORTION OF STATEMENT FOR YOUR RECORDS

Billing Questions/Comments? Please call Gail Sparks at 256-638-1060.

Thanks for your business!



IHS Pharmacy

P.O. BOX 1428
RAINSVILLE, AL 35986
800-638-3104

PATIENT DISPENSING DATA

September 2019

SAMPSON CO (GASTON)

112 FONTANA STREET
112 FONTANA STREET
CLINTON NC 28328

SAMPSON CO DET (SN)

GROUP - SN
ACCOUNT - SNGA999999

RX #	MEDICATION	NDC #	FILL DATE	QTY	PRICE
			09/05/2019	18.00	9.05
					9.05



P.O. BOX 1428
RAINSVILLE, AL 35986
800-638-3104

PATIENT DISPENSING DATA

September 2019

SAMPSON CO (GASTON)

112 FONTANA STREET
112 FONTANA STREET
CLINTON NC 28328

SAMPSON CO DET (SN)

GROUP - SN
ACCOUNT - SNGA999999

September 2015

TOTAL FOR ACCOUNT: SNGA999999

1

9.05



Office of the Sheriff

Hoke County Sheriff's Office and Detention Center

HUBERT A. PETERKIN, Sheriff

119 E. Edinborough Ave
Raeford, NC 28376

PO Box 300
Raeford, NC 28376

Phone (910) 875-5113
Fax (910) 875-2394

RECEIVED

NOV 04 2019

Initial: _____

HOKE COUNTY DETENTION CENTER

OCTOBER 2019

Inmate Name	Start Date	End Date	Days Confined	Booking JCA Number	Rate per day
					\$55.00
	09/29/2019	10/06/2019	07		
	09/29/2019	10/27/2019	28		
		Total	35 X \$55.00		\$1,925.00

Madison County Sheriff's Office

348 Medical Park Dr.

Marshall, NC 28753

Agency Billing Report

From: 10/01/2019 to 10/31/2019

RECEIVED

NOV 08 2019

Initial: _____

Bill To: Gaston

Name	Booking ID	Admitted	Released	Billed Days	Daily Rate: \$55.00	
					Amount	
A		09/28/2019		31		\$1,705.00
		09/14/2019	10/06/2019	6		\$330.00
		10/16/2019	11/03/2019	16		\$880.00
		09/28/2019	10/06/2019	6		\$330.00
		10/26/2019	11/03/2019	6		\$330.00
		10/06/2019	10/09/2019	4		\$220.00
		09/28/2019	10/06/2019	6		\$330.00
		10/13/2019	10/16/2019	4		\$220.00
		10/06/2019	10/23/2019	18		\$990.00
		09/28/2019	10/09/2019	9		\$495.00
		10/06/2019	10/09/2019	4		\$220.00
		10/13/2019	11/03/2019	19		\$1,045.00
		10/06/2019	10/13/2019	8		\$440.00
		10/23/2019	11/03/2019	9		\$495.00
		09/28/2019	10/13/2019	13		\$715.00
		09/14/2019		31		\$1,705.00
		09/21/2019	10/26/2019	26		\$1,430.00
		10/06/2019	10/23/2019	18		\$990.00
		10/23/2019		9		\$495.00
Totals:				243		\$13,365.00

Examined and certified correct this the

5th Day of November 2019

Michelle Quindus
RESPONSIBLE JAIL AUTHORITY
(SHERIFF, CHIEF JAILER,
OTHER)

Transylvania County Detention Center

153 Public Safety Way

Brevard, NC 28712

Agency Billing Report

From: 10/01/2019 to 10/31/2019

RECEIVED

NOV 04 2019

Initial: _____

Bill To: Gaston**Daily Rate:** \$40.00

Name	Booking ID	Admitted	Released	Billed Days	Amount
		09/08/2019	10/13/2019	13	\$520.00
		09/15/2019	10/13/2019	13	\$520.00
		10/17/2019	10/17/2019	1	\$40.00
		08/31/2019	10/13/2019	13	\$520.00
		09/21/2019	10/13/2019	13	\$520.00
		09/28/2019	10/06/2019	6	\$240.00
		09/21/2019	10/17/2019	17	\$680.00
		09/28/2019	10/06/2019	6	\$240.00
		09/30/2019	10/17/2019	17	\$680.00
		09/02/2019	10/06/2019	6	\$240.00
Totals:				105	\$4,200.00

Examined and certified correct this the

4TH Day of Nov, 20 19



Gaston County

Gaston County
Board of Commissioners
www.gastongov.com

Budget and Purchasing Board Action

File #: 19-514

REVISED/ Commissioner Philbeck - Sheriff's Office - To appropriate \$583,017 of Fund Balance and Approve 15 Additional Full Time Positions and the Purchase of 1 Vehicle for the Sheriff's Office as a Result of the Additional Infill Capacity

STAFF CONTACT

Dr. Kim S. Eagle - County Manager's Office - 704-866-3101

BUDGET IMPACT

Increase Fund Balance Appropriation by \$583,017 and Increase General Fund Expenditures by \$583,017

BUDGET ORDINANCE IMPACT

Increase Fund Balance Appropriation by \$583,017 and Increase General Fund Expenditures by \$583,017

BACKGROUND

15 additional full-time positions and the purchase of 1 vehicle for the Sheriff's Office are needed as a result of the additional infill capacity. \$583,017 of fund balance will be appropriated for the purchase of 1 Ford Inceptor vehicle and the salaries, benefits, and equipment for 2 full-time Deputies with annual salaries of \$36,693 and 13 Detention Officers with annual salaries of \$34,946 for the remaining 6 months of the 2019-2020 fiscal year.

POLICY IMPACT

N/A

ATTACHMENTS

REVISED Budget Change Request

GASTON COUNTY BUDGET CHANGE REQUEST

TO: Dr. Kim S. Eagle COUNTY MANAGER

FROM: 4315 Sheriff's Office

Dept. # Department Name

Alan Cloninger 12/4/2019

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	AMOUNT
	Fund - Function - Dept - Division - Object - Project	Whole Dollars Only
	xxx - xx - xxxx - xxxx - xxxxx - xxxxxx	(See Note Below)
Fund Balance Appropriated	010-99-9900-0000-490000	[\$583,017]
Sheriff's Office: Salaries	010-02-4315-4315-510001	\$36,693
Sheriff's Office: FICA	010-02-4315-4315-510100	\$2,807
Sheriff's Office: Retirement	010-02-4315-4315-510101	\$3,210
Sheriff's Office: 401K	010-02-4315-4315-510102	\$1,834
Sheriff's Office: Health Insurance	010-02-4315-4315-510103	\$23,000
Sheriff's Office: Furniture/Equipment	010-02-4315-4315-540001	\$7,030
Sheriff's Office: Uniforms	010-02-4315-4315-520006	\$1,260
Sheriff's Office: Training	010-02-4315-4315-520011	\$200
Sheriff's Office: Motor Vehicles	010-02-4315-4315-540003	\$50,000

JUSTIFICATION FOR REQUEST:

To Approve 15 Additional Full Time Positions and the Purchase of 1 Vehicle for the Sheriff's Office as a Result of the Additional Infill Capacity; 2 Deputies with Annual Salaries of \$36,693 Budgeted for half of the 2019-2020 fiscal year, 13 Detention Officers with Annual Salaries of \$34,946, and 1 Ford Interceptor.

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

Board of Commissioners

Board Action

File #: 19-037

Appointment List - Current Expiring Terms/Vacant Positions

STAFF CONTACT

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

Appointment List

December 10, 2019

COMMISSIONER	BOARD	REPRESENTING	REASON	NAME	END DATE
Full Board					
Full Board	Caromont Health/Gaston Memorial Hospital Board of Directors	Commissioner/Ex-Officio (Voting)	Term Expiring	Commissioner Bob Hovis	12/31/2019
Full Board	Equalization and Review Board	At Large	Term Expiring	Mr. Miles L. Hamrick Sr.	12/31/2019
Full Board	Quality of Natural Resources Committee (QNRC)	Education	Vacant	Vacancy	10/31/2017
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)	Health	Vacant	Vacancy/Steve Tracy	10/31/2019
Full Board	Quality of Natural Resources Committee (QNRC)	Agriculture	Vacant	Vacancy/Richard "Ricky" Rhyne	10/31/2021
Chad Brown					
RB Twp.	Caromont Health/Gaston Memorial Hospital Board of Directors	RB Twp.	Term Expiring	Mr. Tim E. Gause	12/31/2019
#7-CB	Council on Aging	Region F AAC Alternate	Vacant	Vacancy/Shirley Wiggins	05/31/2019
#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	SARA Local Planning Committee (LEPC)	Environmental Health Admin/Ex-Officio (Non-Voting)	Term Expiring	Mr. Curtis Hopper	12/31/2019
#7-CB	SARA Local Planning Committee (LEPC)	Citizen At Large	Term Expiring	Mr. Earl Withers III	12/31/2019
#7-CB	Transportation Advisory Board (TAB)	Civic Organization	Vacant	Vacancy/Mr. Randy Watson	10/31/2016
Jack Brown					
#1-JB	Adult Care Home Community Advisory Committee	Commission	Vacant	Vacancy	08/31/2018
#1-JB	Family Advisory Board	Citizen At Large	Term Expiring	Ms. Rhonda Gottfried	12/31/2019
#1-JB	Fire Advisory Board	Ex-Officio (Non-Voting)	Term Expiring	Mr. Charles L. Moore	11/30/2019
#1-JB	Nursing Home Community Advisory Committee	NHA Appt.	Vacant	Vacancy/Mr. Jonathan Fletcher	06/30/2018
#1-JB	SARA Local Planning Committee (LEPC)	Media	Term Expiring	Mr. Kevin Ellis	12/31/2019

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

December 10, 2019

COMMISSIONER	BOARD	REPRESENTING	REASON	NAME	END DATE
<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	Vacant	Vacancy/Erin Barbee	05/01/2019
CH Twp.	Council on Aging	At Large	Vacant	Vacancy/Ronald Pinkerton	11/30/2019
CH Twp.	Economic Development Commission	CH Twp.	Term Expiring	Mr. Larry Summer	12/31/2019
#4-AF	Family Advisory Board	United Way Rep.	Term Expiring	Ms. Leigh Spach	12/31/2019
#4-AF	Family Advisory Board	Citizen At Large	Vacant	Vacancy/Frank Morehead	09/30/2021
#4-AF	Fire Advisory Board	Dist. 4	Term Expiring	Mr. Barry Wilson	11/30/2019
#4-AF	Nursing Home Community Advisory Committee	At Large	Vacant	Vacancy/Michelle Mills	06/30/2019
#4-AF	SARA Local Planning Committee (LEPC)	Law Enforcement	Term Expiring	Mr. Adam Wilson	12/31/2019
<u>Bob Hovis</u>					
#5-BH	Adult Care Home Community Advisory Committee	NHA Appt	Vacant	Vacancy/Mary Alice Brown	04/30/2019
CM Twp.	Economic Development Commission	CM Twp.	Term Expiring	Mr. Stephen Whitesell	12/31/2019
CM Twp.	Industrial Facilities and Pollution Control Financing Authority	CM Twp.	Vacant	Vacancy/Neil Styers	10/31/2018
#5-BH	SARA Local Planning Committee (LEPC)	GMH Hospital	Term Expiring	Mr. John Watts	12/31/2019
#5-BH	SARA Local Planning Committee (LEPC)	Law Enforcement/Ex-Officio (Non-Voting)	Term Expiring	Captain Myron K. Shelor	12/31/2019
#5-BH	Transportation Advisory Board (TAB)	Local Elected Officials/Staff	Vacant	Vacancy/Donnie Loftis	10/31/2012
#5-BH	Transportation Advisory Board (TAB)	Business/Industry	Vacant	Vacancy/Carolyn Dow	12/31/2019
#5-BH	Workforce Development Board	Public Sector - EDC Agencies/Ex-Officio (Non-Voting) CE	Vacant	Vacancy/Ms. Malissa Gordon	05/31/2022

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Appointment List

December 10, 2019

COMMISSIONER	BOARD	REPRESENTING	REASON	NAME	END DATE
Tom Keigher					
#6-TK	Adult Care Home Community Advisory Committee	NHA Appt	Vacant	Vacancy/Patricia (Patti) Lineberger	02/01/2017
G Twp./TK	Caromont Health/Gaston Memorial Hospital Board of Directors	G Twp./TK	Term Expiring	Mr. Joseph (Joe) B. Davis	12/31/2019
#6-TK	Child Fatality Prevention Team (CFPT)	Bereaved Parent	Vacant	Vacancy/Kelly Stafford	01/31/2022
G Twp./TK	Council on Aging	At Large	Vacant	Vacancy/Brandy Lineberger	11/30/2019
#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	SARA Local Planning Committee (LEPC)	HHS - Health Division/Ex-Officio (Non-Voting)	Term Expiring	Ms. Samantha Dye	12/31/2019
#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

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

December 10, 2019

COMMISSIONER	BOARD	REPRESENTING	REASON	NAME	END DATE
Tracy Philbeck					
#2-TP	Adult Care Home Community Advisory Committee	Commission	Vacant	Vacancy/Judy Wall	10/31/2019
#2-TP	Animal Care and Enforcement Advisory Board	Citizen At Large	Vacant	Vacancy/David Young	09/30/2019
#2-TP	Child Fatality Prevention Team (CFPT)	At Large or County Agency Rep.	Vacant	Vacancy/Shannon Childress	01/31/2021
#2-TP	Community Child Protection Team (CCPT)	At Large or County Agency Rep.	Vacant	Vacancy/Shannon Childress	01/31/2021
#2-TP	Family Advisory Board	Citizen At Large	Term Expiring	Ms. Angela R. Garlins	12/31/2019
#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	SARA Local Planning Committee (LEPC)	HHS - Social Services Division/ Ex-Officio (Non-Voting)	Term Expiring	Ms. Angela Karchmer	12/31/2019
#2-TP	SARA Local Planning Committee (LEPC)	Sheriff (Non-Voting)	Term Expiring	Mr. Garry Williams	12/31/2019
#2-TP	Transportation Advisory Board (TAB)	Private Citizen (Handicapped)	Vacant	Vacancy/Mr. Bill Dellinger, Jr.	10/31/2020

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.
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Appointment List

December 10, 2019

COMMISSIONER	BOARD	REPRESENTING	REASON	NAME	END DATE
<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	Fire Advisory Board	GCVFA President	Term Expiring	Mr. Earl Withers III	11/30/2019
#3-RW	Health and Human Services Board	Psychologist (PhD)	Vacant	Vacancy/Dr. Ann Navarro	06/30/2017
#3-RW	Juvenile Crime Prevention Council (JCPC)	Youth Rep.	Vacant	Vacancy/Mr. Dickson Reid Jentsch	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
#3-RW	Transportation Advisory Board (TAB)	Intercity Bus Operator	Vacant	Vacancy/Cindy Forrester	10/31/2020
#3-RW	Workforce Development Board	Private Sector	Vacant	Vacancy/Karol DeWitt	05/31/2020

***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;
 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.