



## **CITY COUNCIL WORK SESSION**

**City Council Chambers**

**Tuesday, August 31, 2021 at 3:00 PM**

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### **AGENDA**

*Bessemer City will conduct this meeting in accordance with the Governor's current Executive Order issued in response to the COVID-19 Public Health Emergency. Full vaccinated people are not required to wear a mask. All others are.*

#### **Call to Order**

#### **Department Head Reports**

1. **Parks & Recreation Advisory Board By Laws**

#### **Discussion Items**

2. **Interlocal Agreement for Collection of Taxes**

#### **City Manager's Report**

3. **Water Plant Option** - City Manager, James Inman will lead a discussion with Mayor & Council.
- Flanigan Discussion** - City Manager, James Inman will lead a discussion with Mayor & Council.

#### **Council General Discussion**

#### **Adjourn**

*Individuals requiring special accommodations at this public meeting should contact ADA Coordinator, Hydeia Hayes, at (704) 729-6509 or Countrywide at (704) 866-3300 or State Relay Service at 1-800-375-8662.*

## BESSEMER CITY PARKS AND RECREATION ADVISORY BOARD

### BY-LAWS

#### **ARTICLE I - NAME**

Pursuant to the Bessemer City Council action on \_\_\_\_\_ the name of this body shall be the "Parks and Recreation Advisory Board".

#### **ARTICLE II - CREATION**

The City of Bessemer City and Recreation Advisory Board (hereinafter referred to as "Board" or "the Board") is created by the action of the Council pursuant to Chapter 160A, Article 18, of the General Statutes of the State of North Carolina.

#### **ARTICLE III - PURPOSE AND OBJECTIVES**

*Section 1.* Parks and Recreation Department Mission Statement: "Dedicated to Making a Great Community" We are committed to providing safe and inviting parks and facilities, meeting current and future community needs through meaningful and diverse recreational programs, cultural activities and services.

Our staff is responsive, positive and ethical in their dedication to delivering:

- a. *Personal Benefits* that develop personal growth, strengthen individual self-esteem, enhance quality of life and offer something for everyone.
- b. *Social Benefits* that strengthen and bond families and unite and connect people within our evolving diverse community while promoting health lifestyles.
- c. *Economic Benefits* and Opportunities that welcome new business, relocation of business and expansion of business which leads to a more productive work force and increased employment opportunities.
- d. *Environmental Benefits* that protect and preserve our historical and cultural heritages and protect and preserve lands and open space while maintaining the natural beauties of Bessemer City.

With this in mind, the purpose of the Bessemer City and the Recreation Advisory Board is to help staff establish, improve, develop, administer, operate and maintain a public parks and recreation system, which provides participation opportunities for all Bessemer City citizens. This philosophy will be pursued in a professional manner and quality, always mindful of the public trust that this Advisory Board has been given. It is the purpose of this Advisory Board to:

- a. Plan for the present and future recreational needs for Bessemer City residents.

- b. Cooperate and coordinate with other human service agencies and private enterprise to provide for recreational needs in programming and facility use.
- c. Develop and seek funding for indoor and outdoor recreation facilities on the community, countywide and regional levels.
- d. Promote a wide range of programs that will contribute to the meaningful use of leisure time.
- e. Provide leadership designed to show how the use of recreation can be a major force in the enrichment of personality, creativity and physical vitality.
- f. Administer to the special developmental needs of children through summer playground programs, sports leagues and instructional programs.
- g. Support Parks and Recreation staff through volunteerism, recruitment of volunteers and other means as appropriate to ensure the positive success of events and programs.

Section 2. The Board shall assist staff in suggestion of policies to City Council and, through methods described in these Bylaws, to the Parks and Recreation Director, Director of Administration or City Manager. Policies suggested will be provided within the Board's powers and responsibilities as provided for in the Bessemer City Council Resolution creating the Board and/or other provisions of the laws of the United States of America, the Statutes of the State of North Carolina, Gaston County Ordinances and any other legally authorized governing bodies. This requirement includes North Carolina's Open Meetings Law, which stipulates all meetings must be open to the public as well as scheduled and attended at a predetermined time and place as announced to the public, with complete minutes of all meetings on file in City Hall and available for public viewing. The Board shall serve as the liaison between the citizens of the community and the City Employees/City Council.

Section 3. The Board shall consult with the Parks and Recreation Director regarding maintenance, programs and operations of all Parks and Recreation facilities and offerings. He / she may request advice on any matter related to Department policies. By reference, the Parks and Recreation Board Policy Statement is incorporated into these Bylaws. The consulting should be in matters affecting recreation policies, programs, staffing, finances, maintenance, the acquisition and disposal of lands and properties related to the total community recreation program and to its long-range, projected program for recreation.

Section 4. The Board shall assume duties for the recommendation of the following recreation purposes:

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- a. Recommend for use as parks, playground, recreation facilities, water areas or other recreations and structure(s), any lands or buildings owned by or leased to the City of Bessemer City, for approval by the Council, and may suggest improvements of such lands and for the construction and for the equipping and staffing of such buildings and structures as may be necessary to the recreation program within the funds appropriated.

- b. Advise in the acceptance of any gift, grant, bequest or donation, any personal or real property offered or made available for recreation purposes and which is judged to be of present or possible future use for recreation; any donation to the City of Bessemer City should be reviewed by the Board for acceptability given the content of these Bylaws and the Parks and Recreation Policy Statement.

Section 5. The Board shall serve:

- a. To advise the City Manager, Parks and Recreation Director, or Director of Administration regarding Parks and Recreation matters.
- b. To inform business and community leaders and the general population about the Board and its functions.
- c. To assist the Parks and Recreation Director in financial planning, identifying resources, and assisting in securing funds from the corporate and private sectors.
- d. To work with the Parks and Recreation staff in planning and developing programs that will fill the recreation needs of Bessemer City.
- e. To review the Board's Bylaws with staff on an annual basis recommending any changes to City Council for final approval.
- f. To assist the Parks and Recreation Department in planning events and facility usage
- g. To provide relationship management of groups, youth leagues and other organizations interested in using the Parks facilities when requested by the Parks and Recreation department.
- h. To volunteer on an as needed basis with recreational activities.

## **ARTICLE IV - MEMBERSHIP OF THE BOARD**

Section 1. The City Council shall appoint each member of the Board as hereinafter set forth. Members of the Board shall be broadly representative of all areas in and around the City with an interest in and a willingness to be supportive of the goals of the Board and the Parks and Recreation Department in all forms. The Parks and Recreation Advisory Board shall be composed of seven (7) regular members who live in the community or have a vested interest and/or expertise to contributing to Parks and Recreation Department objectives and goals.

Section 2. Board members shall have three (3) year staggered terms. Terms will begin when members are appointed to the Board. Initially, three (3) appointed members will serve a one (1) year term, three (3) appointed members will serve a two (2) year term and one (1) appointed member will serve a three (3) year term. All subsequent appointments will be for three (3) year terms.

Section 3. Initially, board appointments will take place with the adoption of these Bylaws and then ever June following. Board terms will have additional appointment times from the date of

appointment until June of the following year, making initial terms longer than designated appointments.

## **ARTICLE V - APPOINTMENT OF THE BOARD**

Section 1. Any resident of the City of Bessemer City, including residents in the City's extraterritorial jurisdiction, is eligible for appointment to the Board. Any eligible, qualified individual that the City Council deems appropriate and fitting to serve on the board may also be appointed, regardless of residency.

Section 2. The City of Bessemer City Council shall appoint all members of the Board from the list of nominees submitted by nominations the City Manager and Parks and Recreation Director.

Section 3. Any member may resign from the Board by submitting a written resignation to the Chair of the Board for transmittal to the City Council. In the case of the Chair, the resignation should be presented to City Council.

Section 6. The City of Bessemer City Council may appoint a replacement Board member to fill any uncompleted term or any vacancy.

Section 7. No member shall be related to any City employee or City Council Member. No member, directly or indirectly, individually or through any entity, shall contract with or provide Parks and Recreation services for compensation, or, benefit through any activity which is a conflict of interest due to serving on the Board.

## **ARTICLE VI – MEETINGS**

Section 1. Special meetings of the Board as needed shall be determined by the City of Bessemer City Parks and Recreation Director. Regular meetings of the Board will be held monthly during a time the Parks and Recreation Director and Board Members agree to. Such meetings shall be advertised and conducted in accordance with the State of North Carolina's Open Meetings Law.

Section 2. The City of Bessemer City and Recreation Director will create the suggested agenda with input from the City of Bessemer City Parks and Recreation Board members and Chair. The agenda may include the time, date and location of the meeting and the following:

- a. Invocation
- b. Pledge of Allegiance
- c. Roll Call
- d. Agenda Review/Adjustments
- e. Minutes/Approval of Minutes from previous meeting
- f. Public Comment

- g. Old Business
- h. New Business
- i. Parks and Recreation Staff Liaison Report/Update
- j. Committee Comments
- k. Adjournment

Section 3. An organizational meeting shall be held during the month of July for the purpose of organizing the Board for the coming year and for the purpose of electing officers.

Section 4. Except as otherwise provided in these Bylaws, Roberts Rules of Order, shall be used as a guide to the conduct of the meetings of the Board provided however, that the failure of the Board to conform to the Rules of Order shall not be deemed to invalidate the action taken.

Section 5. A quorum of the Board, which is four (4) voting members, must be in attendance before any official action can take place. If there is no quorum at the opening of the meeting it may be adjourned by a majority of the members present.

Section 6. All meetings of the Board shall be open to the public.

Section 7. It is the duty of each member to vote, unless excused by a majority vote of the Board as in the instance of conflict of interest or other legitimate reason. A member wishing to be excused from voting shall so inform the Chair who shall take a vote of the remaining members. A member who fails to vote, not having been excused, shall be recorded as having voted in the affirmative. This section in no way mitigates the quorum requirement for any official action.

Section 8. Attendance is mandatory and each member should make every effort to attend all meetings. In the event a member is unable to attend, prior notice should be provided to the Director of Parks and Recreation and to the Board Chair. Unexcused absences will be counted as part of the three (3) allotted absences per year. Members should attend meetings and be active and engaged. In addition to attending regularly scheduled meetings, members are required to volunteer with Parks and Recreation events or programs a minimum of ten (10) hours annually.

## **ARTICLE VII - OFFICERS**

Section 1. Officers of the Board shall consist of a Chair, Vice-Chair and a Secretary.

Section 2. The officers shall be elected at the July meeting. At that time the Board shall elect a candidate for each of the 3 positions. For each position, the person receiving the highest number of votes shall be declared elected. In the event of a tie, for whatever reason, the City Council shall select the individuals(s) for the officer position(s).

Section 3. Officers shall serve for a term of one (1) year beginning at the close of the meeting at which they were elected.

Section 4. The Chair shall fill an officer vacancy, or, if the Chair is vacant, the Vice-Chair will fill the vacancy for a time period not to exceed the original term of office.

Section 5. The Chair shall preside over all meetings of the Board and shall sign all official papers or documents relative to action taken by the Board as well as oversee the officer selection process and any other functional internal activities of the Board.

Section 6. The Vice-Chair shall assume all duties of the Chair in the absence of the Chair.

Section 7. The Secretary of the Board shall keep the official records of all meetings and shall notify members of their appointments and conduct such correspondence as the Board designates.

## **ARTICLE VIII - COMMITTEES**

Section 1. Standing Committee members may be appointed by the Chair at the regular meeting following the organizational meeting each year and at other times as necessary.

Section 2. Special Committee members may be appointed by the Chair any time deemed necessary and desirable during any regular or special meeting of the Board. Any Special Committee so established shall continue to exist until the duties for which it was created are completed or until dissolved by the Board.

Section 3. In the absence of formal committees, the following functions are the responsibility of the Board:

- a. Selection of business items to go before the Board may be suggested by any member.
- b. Board members are encouraged to nominate candidates for Board positions, especially to recruit a replacement when a Board member steps down before the end of a current term.
- c. Planning should be developed and documented to anticipate the future needs of the Parks and any related activities.
- d. Parks programs should also be reviewed to consider implementation of Parks policies and procedures, scheduling of large or recurring events and to make recommendations regarding programs and any related matters.

## **ARTICLE IX - VACANCY AND REMOVAL**

Section 1. In the event a vacancy occurs in the membership of the Board, the remaining Board members shall review and consider possible candidates to fill the vacancy in keeping with the appointment policy of the Board and City Council. The Board shall submit its notification and recommendations to the City Council for final appointment.

Section 2. The Board, Park and Recreation Director, or City Manager may formally recommend to the City Council that a Board member be removed for either of the reasons that follow. The Board member may request to be heard in a session at which a quorum is present

concerning the reasons. Minutes of the hearing and any related meeting must be forwarded to the City Council.

- a. Upon the third absence from regular meetings that occurs without prior notification to the Chair.
- b. Acts which are, in the opinion of the Board, detrimental or a disservice to the best interests of the Board, the Community or City facilities.

## **ARTICLE XI – ETHICS AND BEHAVIOR**

- a. All members are duty bound to:
  - i. Uphold the by-laws of the Board, Ordinances and Policies of the City of Bessemer City.
  - ii. Fully comply with all applicable local, state, federal statutes regarding disclosure of assets, open meeting practices, and other ethics-based requirements.
  - iii. Act in good faith and conscience using professional expertise, personal experience and common sense based upon the best available information, observation, and testimony and within established legal limits and authority.
- b. Ex-parte communications are discouraged and if such communications occur, the communication must be disclosed by the Board member(s).
- c. Sidebar, banter and other relative types of conversations between individuals are deemed disruptive and should be avoided. All communication should include all members and be consistent with these bylaws and meeting agendas.
- d. All members shall act respectful of and be courteous to all other members and guests, following the Golden Rule; treat others the same as you would like to be treated.

## **ARTICLE X - MISCELLANEOUS**

Section 1. All versions of and amendments to these By-laws must be kept and dated with signatures of the Chair and Secretary as part of the official Board record. These Bylaws may be amended or repealed by an act of the Board and the approval of City Council providing that:

- a. A majority vote of four (4) Board members at the duly constituted meeting approves the amendment.
- b. All versions of and amendments to the Bylaws must be kept and dated with signatures as part of the official Board record.



GASTON COUNTY  
NORTH CAROLINA

INTERLOCAL AGREEMENT FOR  
COLLECTION OF TAXES

THIS INTERLOCAL AGREEMENT, made effective the last date set out below, by and between the **CITY OF BESSEMER CITY**, a municipal corporation having a charter granted by the State of North Carolina, hereinafter referred to as the "City," and **GASTON COUNTY**, a corporate and political body and a subdivision of the State of North Carolina, hereinafter referred to as the "County";

**WITNESSETH:**

WHEREAS, Chapter 160A, Article 20, Part I of the North Carolina General Statutes provides that units of local government may enter into a contract in order to execute an undertaking providing for the contractual exercise by one unit of any power, function and right, including the collection of taxes, of another unit; and

WHEREAS, the City Council has found and determined that it is in the public interest and for the public benefit to provide for the collection by the County of taxes of ad valorem property taxes levied by the City; and

WHEREAS, the Board of Commissioners of the County has authorized the collection of taxes for cities and towns within the County; and

WHEREAS, the governing bodies of the City and County desire to enter into an agreement to provide for the collection by the County of ad valorem property taxes levied by the City;

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

A. Authority & Responsibilities

- (1) Billing: Beginning with the 2021 tax bill for FY 2021-22, the County shall prepare ad valorem property tax bills for the City, based on the ad valorem tax rate established by the City Council. The County shall collect the ad valorem property tax for the City including any interest and/or penalties for late listing or late payment.
- (2) Appointment of Tax Collector: The City hereby appoints the County tax collector as the tax collector for the City for purposes of collecting those taxes described hereunder, with the powers, authority, duties and responsibilities set forth herein. The tax collector shall be under the sole jurisdiction of the County Board of Commissioners and the County Manager. Nothing herein shall prevent the City from appointing a tax collector for purposes of taxes not billed or collected pursuant to this agreement.
- (3) General Duties: The County shall perform all actions pertaining to tax collection which are required by N.C.G.S. Chapter 105, Subchapter II, to include:
  - (a) Preparation of a tax scroll, tax book, or combined record as provided in N.C.G.S. 105-319;
  - (b) Preparation of a tax receipt form as required by N.C.G.S. 105-320;

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- (c) Adoption of the order to collect taxes required by N.C.G.S. 105-321;
  - (d) Review of listings and evaluations as required by N.C.G.S. Chapter 105, Subchapter II, Article 21;
  - (e) Listing, appraising, and assessing of property as provided in N.C.G.S., Chapter 105, Subchapter II, Article 22;
  - (f) Delivery of tax receipts to the tax collector pursuant to N.C.G.S. 105-352; and
  - (g) Execution of settlements as required in N.C.G.S. 105-373.
- (4) Collections and Deposits:
- (a) City taxes collected by the County, including any statutory interest or penalties, shall be wire transferred from the County's bank to the City's bank account daily by 11:00 a.m. On recognized holidays for the bank, the City, or the County, bank transfers shall be made on the last business day preceding the holiday.
  - (b) The City shall refer its taxpayers to one of three (3) collection points or methods:
    - 1) the Gaston County Tax Office;
    - 2) mail to the Gaston County Tax Office; or
    - 3) mail to the County's designated bank for lockbox processing.
- (5) Partial Payments: Partial payments on tax bills containing the County and City tax amounts shall be prorated and applied proportionally to each taxing unit's share of the principal amount due.
- (6) Discounts: The County shall have no authority to apply discounts to City taxes collected unless a schedule of discounts has been adopted by the City pursuant to N.C.G.S. 105-360.
- (7) Acceptance of Checks (Endorsements): The City shall authorize the acceptance of checks by the County which are drawn to the order of the City and are collected through the County tax office or lockbox, which are clearly identified as being for payment of property taxes.

B. Term of Agreement

- (1) Initial Term and Renewal: The term of this fiscal agreement begins July 1, 2021, and will terminate on June 30, 2023; thereafter, this contract may renew automatically on an annual basis, subject to amendment or termination as set forth herein.
- (2) Tax Rate Notification: The City will forward written notification of its tax rate to the County Tax Collector by July 30<sup>th</sup> of each year.
- (3) Termination: The City may terminate this agreement provided 180 days' written notice is provided to the County.

C. Compensation

- (1) Fees for Collection: For the first year of the Initial Term of this agreement, the City will be charged a fee as calculated by the County of .675%. In subsequent years, the City will be charged a fee as calculated by the County of .85%, and this fee will be reassessed following the county-wide revaluation(s).
- (2) Definition of "tax bill": For purposes of the fee to be paid pursuant to Section C(1) of this Agreement, "tax bill" shall mean those bills, for ad valorem property subject to taxation pursuant to N.C.G.S. 105-274 and required to be listed and appraised by N.C.G.S. 105-285, as shown on the County's Tax Roll by Revenue Unit Report for each fiscal year. Each fiscal year's Tax Roll by Revenue Unit Report shall have a count of bills for the categories of: (a) Real Property Only; (b) Personal Property Only; and (c) Real and Personal Property Combined.
- (3) Adjusted Tax Bills: No additional fee or fees shall be owed by City to County in any fiscal year where the tax for a previously billed ad valorem property is subsequently adjusted. If an ad valorem property has not been previously billed in any fiscal year and is later discovered and assessed pursuant to N.C.G.S. 105-312, the County may invoice City a collection fee for the newly generated tax bill.
- (4) County shall invoice City each year based on the total collected levy amount of real property, personal property, and public service company properties as of December 31<sup>st</sup> for the current tax year.

D. Reports and Records

- (1) The County shall provide to the City weekly reports of revenues collected and transferred to the City's bank account within three business days of such transfer.
- (2) Other Reports: The County shall provide the City with monthly reports and reasonable special reports of assessed valuations, discoveries, releases, levies, and collections in a form mutually agreed upon by the City and the County.
- (3) Budget Estimation: By March 1 of each year, the County will provide an estimate of valuation for the upcoming fiscal year, along with an estimate of the proposed fee, as described herein.
- (4) Annual Settlement: The County tax collector will submit to the City Council an annual settlement of any revenues collected as required by in N.C.G.S. 105-373(a)(3).
- (5) Computer Access: The City shall have the right to on-line computer access in a form mutually agreed upon by the City and the County.
- (6) Records and Maps: The City shall have full access to maps, abstracts, bills, receipts, and other records or documents generated by the tax office which are related to City taxes. The City shall have the right to copies, at no cost, of maps, aerial photographs, and other public records generated in connection with tax office operations.

- (7) Separate Collection Records: Records showing separately the amount of County taxes assessed and collected and the amount of City taxes assessed and collected shall be maintained by the County tax collector.

E. Adjustments to Tax Accounts (Releases, Refunds, & Discoveries)

- (1) Releases: The City authorizes the Gaston County Board of Commissioners, the Board of Equalization and Review, the tax supervisor, and the tax collector to make any adjustments to City tax accounts in accordance with N.C.G.S. 105-312, 380, and 381.
- (2) Refunds: Any refunds due on accounts for which the City has already received funds will be initiated through the County tax office with all necessary documentation being forwarded to the City for processing.
- (3) Releases or Adjustments of Penalties/Interest: The City reserves the right to accept or reject the County's decision on appeals from taxpayers regarding the release of interest or penalties. If the City rejects the decision of the County, a hearing for the taxpayer before the City Council will be scheduled within thirty (30) days to make a final determination on the status of interest and penalties on the City tax account.

F. Collection of Delinquent City Taxes

- (1) Collection Assistance: In an effort to maintain a high collection percentage on City property taxes, the City will, to the extent possible, assist in the collection of delinquent accounts by fully utilizing any available information and maintaining clear communications with the County.
- (2) Information on Delinquent Accounts: Once taxes are delinquent in January of each year, the County shall provide the City with the necessary information to take further legal action, such as attachment and garnishment to collect delinquent taxes.
- (3) Attachment and Garnishment: If the City obtains information necessary to process a Notice of Attachment and Garnishment against the assets of a taxpayer for the collection of City taxes, the City may process a County Notice of Attachment and Garnishment for the total tax amount due to the City and the County, and may then forward the notice to the County tax office for review. The County shall then serve the Notice of Attachment and Garnishment in accordance with N.C.G.S. 105-366 and 368. Garnishment fees collected will be equally divided between the two jurisdictions if the City participated in the gathering of information or preparation of the garnishment.
- (4) Advertising: Advertising pursuant to N.C.G.S. 105-369 will be the sole responsibility of the County tax office. Any fees collected to offset advertising costs will be retained by the County.

G. Foreclosures

- (1) Foreclosure Action: If a delinquent bill is due both the County and the City, the County legal department may, at the direction of its governing body, bring actions for foreclosure of both tax liens on delinquent taxes. It shall be the City's duty to pursue foreclosure of taxes owed only to the City.

- (2) Proceeds from Foreclosures: Penalties and interest collected, proceeds recovered from tax foreclosure sales, and discounts, settlements, or compromises allowed shall be apportioned between the County and the City pro rata in proportion to each taxing unit's share of the principal amount which was the basis of said collections, recoveries, or allowances.

H. Bonds and Audits

- (1) Bonds. The Gaston County Tax Collector shall be bonded to collect taxes, as established under the terms herein.
- (2) Annual Audits: The tax records shall be audited annually by an independent certified public accountant selected by the County. Adequate procedures and internal controls will be employed to insure that an audit trail is present and that necessary auditing procedures and tests can be performed. A copy of the County's financial statements will be provided to the City once the annual audit is complete to satisfy City audit requirements of tax revenue. The City may, at its own expense, arrange for auditing of records relating to City taxes.

I. Gross Receipts Tax Pursuant to N.C.G.S. 160A-215.1

In the event that the City has adopted an ordinance to levy a gross receipts tax on vehicle rentals or leases which is substantially similar to the ordinance adopted by Gaston County, the County will collect and distribute the proceeds of the tax on behalf of the City.

J. Indemnification

To the extent permitted by North Carolina law, the City, during the term of this Agreement, shall indemnify and save harmless the County from and against all claims, demands, and/or causes of action arising out of the Agreement, including but not limited to, errors in collection due to incorrect information provided to the County by the City. Likewise, to the extent permitted by North Carolina law, the County during the term of this Agreement, shall indemnify and save harmless the City from and against all claims, demands, and/or causes of action arising out of the Agreement, including but not limited to, errors in collection due to incorrect information provided to the City by the County.

K. Amendments

This Agreement may be amended only by an instrument in writing executed by both parties hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their duly authorized representatives and their seals to be hereto affixed.

**CITY OF BESSEMER CITY**

By: \_\_\_\_\_  
City Manager

Date: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
(Deputy) City Clerk

\_\_\_\_\_  
City Attorney

**GASTON COUNTY**

By: \_\_\_\_\_  
County Manager/Asst. County Manager

Date: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Clerk/Deputy Clerk to the Board

\_\_\_\_\_  
County Attorney/Deputy County Attorney

STATE OF NORTH CAROLINA  
COUNTY OF GASTON

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

WITNESS my hand and Notarial Seal, this the \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

My Commission Expires:

STATE OF NORTH CAROLINA  
COUNTY OF GASTON

I, \_\_\_\_\_, a Notary Public of the aforesaid County and State, do hereby certify that \_\_\_\_\_ personally appeared before me this day and acknowledged that she is the Clerk/Deputy Clerk of the **Gaston County Board of 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 \_\_\_\_\_, County Manager/Assistant County Manager, sealed with its corporate seal and attested by \_\_\_\_\_ as its Clerk/Deputy Clerk.

WITNESS my hand and Notarial Seal this the \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

My Commission Expires:





Item 3.







**Watertower - \$26,500.00 to demo**

