



CITY COUNCIL REGULAR MEETING

City Council Chambers

Monday, March 11, 2024 at 7:00 PM

AGENDA

Call to Order, Prayer, Pledge of Allegiance

Adjustment and Approval of the Agenda — *Items will only be added or removed with the approval of the Mayor and City Council.*

Special Presentations

1. **Students of the Month-** Mayor & City Council will recognize the students of the month for March 2024 from Bessemer City area schools: Bessemer City Primary School, Bessemer City Central Elementary School, Tryon Elementary and Bessemer City High School.

Request to Speak/Opportunity for Public Comment — *This is an opportunity for members of the public to express items of interest to the Mayor and City Council. This is not a time to respond or take action. Any necessary action will be taken under advisement. Speakers are asked to use proper decorum and to limit comments to no more than three minutes.*

2. **Public Comment Acknowledgment:** City Manager, Josh Ross will provide clarity on items mentioned during public comment, if needed.

Consent Agenda — *The items of the Consent Agenda are adopted on a single motion and vote, unless the Mayor and City Council wish to withdraw an item for separate vote and/or discussion.*

3. **Approval of Minutes:** City Council will consider adopting Regular Meeting minutes of the February 12, 2024 meeting.
4. **Approval of Minutes:** City Council will consider adopting Special Session Meeting minutes of February 22, 2024.
5. **Approval of Minutes:** City Council will consider adopting Special Session Meeting minutes of February 23, 2024.
6. **Approval of Minutes:** City Council will consider adopting Work Session Meeting minutes of February 27, 2024.
7. **Local Water Supply Plan:** City Council will consider approving a resolution adopting the local water supply plan. The Local Water Supply Plan provides a comprehensive assessment of water supply needs, water use, and water availability.

- 8. Street Closure-36th Annual Down Home Festival Ordinance** - City administration is requesting the temporary closure of the 100 Block of West Virginia, East Virginia, West Pennsylvania Avenue, and the 100 Block of North and South 12th Street for the 36th Annual Down Home Day Festival on Thursday, May 9th, Friday, May 10th and Saturday, May 11th, 2024.
- 9. Street Closure-Sounds of Summer 2024** - City administration is requesting the temporary closure of the 100 Block of West and East Virginia Avenue and the 100 Block of North and South 12th Street for the 2024 Sounds of Summer Series on the 4th Saturday of each month from April to September from the hours of 2:00PM-10:00PM.

Business Items

- 10. Resolution - Approving the Sale of Beer & Wine** - City Council will consider adopting a resolution that would permit the sale of Beer and Wine at the 2024 Community Concert & Cruise-In Series and 36th Annual Down Home Festival.
- 11. Tryon Elementary Waterline Interlocal Agreement:** City Council will consider approving the agreement for the Tryon Elementary waterline project.
- 12. Ordinance Amending Zoning Map (Development Solutions Group):** City Council will consider approving an ordinance regarding a rezoning map request from Development Solutions Group to rezone tax parcel ID 151678 from Urban Residential (UR) to Urban Residential Conditional District (URCD). A public hearing regarding this ordinance was held on Monday, February 12, 2024.

City Manager's Report

Council General Discussion — *This is an opportunity for the Mayor and City Council to ask questions for clarification, provide information to staff, request staff to report back, or place a matter on a future agenda.*

Adjourn



CITY COUNCIL REGULAR MEETING

City Council Chambers

Monday, February 12, 2024 at 7:00 PM

MINUTES

Members Present

Mayor, Becky S. Smith, Council Members: Brenda Boyd, Donnie Griffin, Nellie Floyd, Michael Brooks, Brent Guffey and Allen Hook were all present. City Manager, Josh Ross and City Attorney, David Smith were present as well.

Call to Order, Prayer, Pledge of Allegiance

Mayor Smith called the meeting to order. Scott Rudisill, Pastor of Westview Baptist Church led the audience in prayer. Mayor Smith led the audience in the Pledge of Allegiance.

Adjustment and Approval of the Agenda

By motion of Brenda Boyd and unanimous vote, the January agenda was approved with no revisions.

Special Presentations

Student Appreciation- Students from Bessemer City High School, Bessemer City Central Elementary School, Tryon Elementary and Bessemer City Primary School were recognized by their principals and City Council as part of the Student Appreciation Program:

Mrs. Doneen Johnson, Principal of Bessemer City High School, and Mayor Smith, recognized the following students of the month: Vontavious McGill, 9th grade representative; Betsaida De Los Santos Noriega, 10th grade representative; Josue Lopez, 11th grade representative and Alyssa Payne, 12th grade representative.

Dr. April Conley, Principal of Bessemer City Central School, and Mayor Smith, recognized the following students of the month: Gustavo Alafo Cordova; 3rd grade representative; 4th grade representative Saia Watson; and 5th grade representative Kindall Seright.

Dr. Bill Kessler, Principal of Bessemer City Primary and Mayor Smith, recognized the following students of the month: Carti Hoyle, Kindergarten representative; Victor Lopez, 1st grade representative, and Glen Funk, 2nd grade representative.

Mrs. Kelsey Nixon, Kindergarten Administrator of Tryon Elementary and Mayor Smith, recognized the following students of the month: Blair Massey, Pre K representative; Gabriel Bowers, Kindergarten representative; Aurora Moulton, 1st grade, Desiree Sewell, 2nd grade representative, Ayden Garcia, 3rd grade representative; Miracle Love, 4th grade representative; Madison Sides, SAC representative; and Colton Payne, 5th grade representative.

Request to Speak/Opportunity for Public Comment

Mayor Smith opened the floor for public comment. The following individuals came forth:

- Pamela Gladney of 502 E. Ohio Avenue: Mrs. Gladney addressed Council regarding the fire department, city council session agendas, and the recent audit presentation. At the January 3rd special meeting to firefighters were involuntarily removed from the Bessemer City Fire Department, as they were now serving as City Council members. Gladney inquired about this as the previous City Manager was permitted to be a police officer. The minutes are approved a month behind, and the agendas are only sent out 72 hours before the meetings. The agendas should be released in advance on the website calendars.

-David Lutz at 408 N. 12th Street: Mr. Lutz addressed Council regarding the close and vacate order on tonight's agenda. The close and vacate order for property at 112 West Georgia Avenue should be halted as this is someone's home. The gentleman living here currently has nowhere else to reside. He is destitute and should not be thrown into the street.

-Tracy Costner at 101 M.L Kiser: Mr. Costner addressed Council regarding the city's discolored water and his water bill. Mr. Costner displayed a bottle of water he stated that was collected in November 2023 at his primary residence. Mr. Costner has safety and health concerns regarding the discolored water. When he calls City representatives, he is advised that this is due to lake turnover. However, he does not agree. Additionally, his residential water bill is constantly increasing in the upper \$200s. He has tried to contact the City Manager to no avail.

-Aaron Grosdider at 517 Costner School Drive: Mr. Grosdider addressed Council regarding public works equipment and the close and vacate order on tonight's agenda. The City still has fall and winter banners displayed, they are out of season and should be changed. Housing at Osage Mill is Section 8 housing. Additionally, a public records request was made in December 2023 regarding the CDBG project. He has not received email correspondence fulfilling the request from staff. There is a vulnerable senior citizen living in the property at 112 West Georgia Avenue. The man residing her should be allowed to reside in his home until his passing. City Council should reconsider and investigate this matter.

-Mike Gomez at 302 Crescent Drive: Mr. Gomez addressed Council regarding tractor trailers coming down his street when they have missed the entrance for the Southridge Business Park. Many times, the google maps navigation system will reroute truckers to come down to Crescent drive to turn around. It would be helpful if the City could post signage warning tractor trailers to avoid this street. Trucks tend to leave larger craters in the yards of those residing on Crescent Drive.

Public Comment Acknowledgment

Mayor Smith recognized City Manager, Josh Ross to provide clarification on some items discussed during public comment.

- The public records request mentioned earlier was fulfilled and emailed back to Mr. Grosdider on December 17, 2023. Osage Mill is affordable workforce housing. Tenants will have to meet certain financial requirement thresholds. This is affordable housing, not subsidized. As mentioned in previous communications from the City, there was some discolored water coming from the plant in previous months. However, the discolored water does not pose a safety or health risk since all water in the system is processed at the water treatment plant. Water coming out from the plant is clear. The City is required to send out certain notices about the water due to the plants' TOC level being low.

Consent Agenda

The following items on the Consent Agenda were unanimously approved by motion of Donnie Griffin:

2. **Approval of Minutes:** City Council will consider adopting Special Session Meeting minutes of the January 3, 2024 meeting.
3. **Approval of Minutes:** City Council will consider adopting the Regular Meeting minutes of the January 8, 2024 meeting.
4. **Approval of Minutes:** City Council will consider adopting Work Session Meeting minutes of the January 30, 2024 meeting.

Bessemer City Central School Robobees

The Bessemer City Central Robotics addressed Mayor and Council regarding a potential art expression project. The club would like to partner with the City to produce an art expression tunnel in the underpass at S. 11th Street. There are a number of art expression tunnel examples in the State: NC State University in Raleigh has one and so does Appalachian State University. The team showcased a live model of the expression tunnel.

Light discussion was held. City Staff informed the group that the City doesn't own the railroad. Thus, Norfolk Southern would have to be included in the collaboration.

Proclamation: City With A Heart Day

Mayor, Becky S. Smith read the City With a Heart Day Proclamation aloud and declared Wednesday, February 14th, 2024 as City with a Heart Day.

By motion of Donnie Griffin and unanimous vote, the Proclamation was adopted.

Proclamation: African American History Month

Mayor, Becky S. Smith read the African American History month Proclamation aloud and declared February 2024 as African American month.

By motion of Nellie Floyd and unanimous vote, the Proclamation was adopted.

Appoint Alternate Board Members

By motion of Allen Hook and unanimous vote, the following Planning Board were appointed to serve on the Zoning Board of Adjustments:

- David Absher, Chair (Inside)
- Wendy Burgess, (Inside)
- Pamela Gladney (Inside)
- Charlene Hill (Outside)
- Linda Willis (Inside)

By motion of Donnie Griffin and unanimous vote, the following Planning Board members were appointed to serve as alternates for the Zoning Board of Adjustments:

- Bryan Hoffman (Inside)
- Constantine Tsambourinery (Inside)

Public Hearing - Rezoning Request (Development Solutions Group)

Development Services Officer, Nathan Hester addressed Council regarding a rezoning request from Development Solutions Group to rezone tax parcel ID 151678 from Urban Residential (UR) to Urban Residential Conditional District (URCD) for the purposes of developing a residential townhome

community. The proposed project is for new town homes on 6.3 acres along Yellow Jacket Lane. The planning and zoning board heard this matter at their February 2024 meeting. The planning and zoning board recommended the following:

- Pursue Project of multifamily development on site with relief of 3 acre size limitation.
- Recommend reducing density to Land Development Code restriction of 8 units per acre.
- Recommend deny relief of decreased open space.
- Recommend developer meet required setbacks. No relief of setback requirements recommended.
- Recommend to accept dedication to City of Bessemer City of the two main right of ways within the development and recommend that alleyways remain privately owned and maintained by future HOA.

City Staff recommended that 68 homes with 10 units per acre and 2 main public roads be permitted, in conference with the developer.

By motion of Michael Brooks and unanimous vote, the public hearing was opened at 8:25 PM.

Mayor Smith asked if there was anyone present to speak in favor of the rezoning request. The following came forward:

- Kent Olson – Development Solutions Group: Mr. Olson addressed the Board about the proposed town homes. After hearing feedback from the Planning and Zoning Development board, changes were made to produce a product that is unique to Bessemer City. The homes are projected to be just under \$300k. The producer of the homes will be Brookline Homes out of Belmont. Light discussion was held regarding the design of the project.

Mayor Smith asked if there was anyone present to speak in opposition of the rezoning request. The following came forward:

- Bryan Hoffman – 704 S. 15th Street: Mr. Hoffman addressed the Board regarding the amount of units per acre on the property. The developer is proposing 10 units per acre, thus it would yield 62.6 units per his calculations.
- Tracy Costner at 101 M.L Kiser: Mr. Costner addressed Council regarding the impact of the townhomes on the City's utility infrastructure. He feels that the City may want to make repairs to the water system as it sees growth.

By motion of Brent Guffey and unanimous vote, the public hearing was closed at 8:29 PM.

Ordinance to Close & Vacate

Development Services Officer, Nathan Hester addressed Council regarding an ordinance to close and vacate property located at 112 West Georgia Avenue. An initial minimum housing code case was opened at this property back in October 2023. The home has some structural, electrical, and plumbing issues. Thus, City Staff is requesting a close and vacate order for the property.

Light discussion was held regarding the current homeowner residing in the home. City Council requested that staff work with Gaston County Social Services to aid in relocating the homeowner before taking action on this matter.

By motion of Brent Guffey and unanimous vote, this item was tabled to the March 2024 Regular Meeting.

City Manager's Report

City Manager, Josh Ross, addressed Council regarding the following:

- Budget Amendment: A budget amendment is needed to address the insurance proceeds received for damage to the Water Plants SCADA system during a severe storm last December. Light discussion regarding the bidding process and the current contractor who handles the repairs. By motion of Brenda Boyd and a 5:1 vote with Brent Guffey in opposition, the budget amendment in the amount of \$27,000 was approved.

Council General Discussion

Mayor Smith opened the floor for Council general discussion. Council Member, Michael Brooks inquired about houses on 13th Street, Fire Department laptops, a missed fire service call. Mr. Brooks inquired if the City Manager knew that the fire department missed a call in January 2024. City Manager Ross replied that he was not aware of a missed call. Upon review Mr. Ross replied that the call took place outside of the City's jurisdiction, but part of the mutual service area. Upon further review, call notes indicated that 2-3 volunteers responded to the call. Manager Ross further requested that if Council has questions, those can be asked at any time. Additionally, Manager Ross informed Mr. Brooks that staff is continuing to administer the deployment of laptops and sort through installation needs. Council Member, Allen Hook inquired about the City's bucket truck. This truck is typically utilized to aid City Staff in rotating the seasonal banner out. City Manager Ross informed him that the truck is in the shop for maintenance, and we plan to have it back within the coming weeks. Council Member, Brent Guffey suggested that City Staff reach out to the City of Cherryville to use their bucket truck. Council Member, Brenda Boyd commended City Staff for repairing the potholes on 11th Street. Council Member, Brent Guffey inquired about the raw water source and the splashpad at Stinger Park. Council member, Donnie Griffin inquired about the warranty at Stinger Park.

Adjournment

Being no further business to come before the board, by motion of Allen Hook and unanimous vote, the meeting was adjourned at 8:57 PM.

Becky S. Smith, Mayor

Hydeia Y. Hayes, City Clerk

SPECIAL MEETING

February 22, 2024

The Bessemer City Council met in special session on Thursday, February 22nd, 2024 at 8:00AM in Dhollandia Conference Room. Proper notice was given.

Members Present

Council Members: Brenda Boyd, Nellie Floyd, Michael Brooks, Allen Hook, Brent Guffey, and Donnie Griffin. Also present were City Manager, Josh Ross and department heads: Jamie Ramsey, Diane Jenkins, Tom Ellis, Michael Gordon, Nathan Hester, JoD Franklin, and Hydeia Hayes. Mayor Smith was absent.

Call to Order

Mayor Pro Tem Hook called the meeting to order and explained that this meeting was to discuss the strategic plan for FY 2024-2025.

Strategic Plan Discussion

City Manager, Josh Ross introduced Centralina Council of Governments (CCOG) staff. CCOG staff facilitated a session designed to help City Council identify their goals based off of the previously established mission and vision.

Presentations & Discussion

City Council heard presentations from the Gaston County Economic Development Commission (EDC), Motley Local regarding community branding, and Gaston County Public Works Department, regarding the Tryon Community Waterline Presentation.

Adjourn

Being no further business to come before the board, by motion of Nellie Floyd and unanimous vote, the meeting was adjourned at 4:04 PM.

Allen Hook, Mayor Pro Tem

Hydeia Y. Hayes, City Clerk

SPECIAL MEETING

February 23, 2024

The Bessemer City Council met in special session on Friday, February 23rd, 2024 at 8:00AM in Dhollandia Conference Room. Proper notice was given.

Members Present

Council Members: Brenda Boyd, Nellie Floyd, Michael Brooks, Allen Hook, Brent Guffey, and Donnie Griffin. Also present were City Manager, Josh Ross and department heads: Jamie Ramsey, Diane Jenkins, Tom Ellis, Michael Gordon, Nathan Hester, JoD Franklin, and Hydeia Hayes. Mayor Smith was absent.

Call to Order

Mayor Pro Tem Hook called the meeting to order and explained that this meeting was to discuss the strategic plan for FY 2024-2025.

Department Head Reports

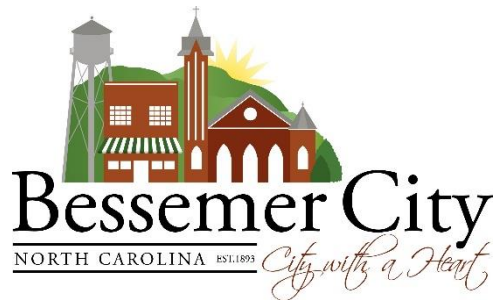
Department Heads presented their department's strategic plan for the upcoming year.

Adjourn

Being no further business to come before the board, by motion of Brent Guffey and unanimous vote, the meeting was adjourned at 12:30 PM.

Allen Hook, Mayor Pro Tem

Hydeia Y. Hayes, City Clerk



CITY COUNCIL WORK SESSION
City Council Chambers
Tuesday, February 27, 2024 at 3:00 PM

MINUTES

Call to Order

Mayor Becky S. Smith called the meeting to order. Mayor Smith apologized for missing the February 2024 Planning Retreat due to illness.

Members Present

Mayor, Becky S. Smith, Council Members: Michael Brooks, Brenda Boyd, Brent Guffey, Nellie Floyd, and Allen Hook were all present. City Manager, Josh Ross, Director of Special Operations, Jamie Ramsey and Development Services Director, Nathan Hester were present as well. A quorum was present. Council member, Donnie Griffin was absent.

Rezoning Request Discussion (Development Solutions Group)

Nathan Hester, Development Services Director introduced Demitri G. with AG Global in Savannah, GA on behalf of the Development Solutions Group townhome project on Yellow Jacket Lane. Demitri informed Council about the original need for townhomes and their purpose. These projects are meant for cities to have mixed use and aid in density development. Per the recommendation of the Planning Board the project was limited to 63 units. However, the development team would like to maximize the project within City Land Development Code (LDC) guidelines to provide 72 units. Light discussion was held amongst Demitri and City Council in regards to the project design.

As City Council previously held a public hearing on the rezoning request, City Staff will be coming before City Council at the March 2024 Regular Meeting to approve the rezoning via a zoning map amendment,

112 West Georgia Avenue- Close & Vacate Discussion

City Staff previously came before the Board at the February Regular Meeting regarding the closure of property at 112 West Georgia Avenue. City Council asked Staff to look in to the placement of the property owner before taking action on the ordinance. City Staff has been working in conference with Gaston County Social Services to have the property owner relocated. Per City Staff review in the last few weeks, the property owner has moved out and sold the property. City Staff will be bringing this before City Council at the March 2024 Regular Meeting.

City Manager's Report

Josh Ross, City Manager- Mr. Ross addressed Council regarding the following:

General: In October 2023 the City applied for a grant to help with Stormwater management from the NC Department of Environmental Quality. The City has received notice that the funds were awarded in the City's favor. Staff is awaiting the official notice. Said funds will help the City prepare a master plan for Stormwater and manage the program required by the State. In the weeks to come Staff will be addressing

the Board regarding the intended fee schedule change to implement the Stormwater study a third party administered several years prior.

Budget Amendment: A budget amendment is needed to reflect the City's nine flock cameras as debt on the books per NC General Statutes and approve the 2 year payment for the cameras. Light discussion was held amongst the Board and City Manager, Josh Ross about the cameras and the bidding process for the contract.

By motion of Brent Guffey and unanimous vote, the budget amendment bringing the cameras in the budget as debt was approved. The amount was \$54,000 for the two years.

By motion of Allen Hook and unanimous vote, the budget amendment approving the payment of \$54,000 at \$27,000 per year for the nine flock cameras was approved.

Council General Discussion

Mayor Smith opened the floor for Council general discussion. Council member, Brenda Boyd inquired about how one could sign up to vend at Down Home Festival. City Manager Ross informed Mrs. Boyd that the application will be online in the days to come, until then all interested parties can reach out to Andrea Nixon. Council member, Nellie Floyd inquired about broken pavement and a leaning tree on Rice Street in the 200 block. Council member, Brent Guffey inquired about the hiring of a new IT person and the salary. City Manager, Josh Ross informed him that a full time IT person had not been hired. However, there is a full time Master Police Officer who was recently hired with the City and he aids in IT service for the police department. Light discussion was held about personnel changes, Council and employee communications, and bidding of future City contracts amongst the Board and City Manager, Josh Ross. Council member, Allen Hook stated that the flock camera system is a good system. In his prior work history, he has utilized the program. These cameras help a lot with traffic flow, arrest, and missing person cases. Council member, Michael Brooks stated that the windows in Osage Mill look really good. He inquired about what type of business will go in the commercial space.

Adjourn

Being no further business to come before the board, the meeting was adjourned at 4:45 PM by motion of Michael Brooks and unanimous vote.

Becky S. Smith, Mayor

Hydeia Y. Hayes, City Clerk



RESOLUTION APPROVING LOCAL WATER SUPPLY PLAN

WHEREAS, North Carolina General Statute 143-355 (l) requires that each unit of local government that provides public water service or that plans to provide public water service and each large community water system shall, either individually or together with other units of local government and large community water systems, prepare and submit a Local Water Supply Plan; and

WHEREAS, as required by the statute and in the interests of sound local planning, a Local Water Supply Plan for the City of Bessemer City, has been developed and submitted to the City Council for approval; and

WHEREAS, the City Council finds that the Local Water Supply Plan is in accordance with the provisions of North Carolina General Statute 143-355 (l) and that it will provide appropriate guidance for the future management of water supplies for City of Bessemer City, as well as useful information to the Department of Environmental Quality for the development of a state water supply plan as required by statute;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bessemer City that the Local Water Supply Plan entitled, Local Water Supply Plan dated February 20, 2024, is hereby approved and shall be submitted to the Department of Environmental Quality, Division of Water Resources; and

BE IT FURTHER RESOLVED that the City Council intends that this plan shall be revised to reflect changes in relevant data and projections at least once every five years or as otherwise requested by the Department, in accordance with the statute and sound planning practice.

This the 11th day of March, 2024.

Name: _____

Title: _____

Signature: _____

ATTEST:

Hydeia Y. Hayes, City Clerk

NC DEQ Division of Water Resources

Local Water Supply Planning

[person](#)

- [Overview](#)
- [FAQ](#)
- [Plans](#)

2023 ▾

Bessemer City

The Division of Water Resources (DWR) provides the data contained within this Local Water Supply Plan (LWSP) as a courtesy and service to our customers. DWR staff does not field verify data. Neither DWR, nor any other party involved in the preparation of this LWSP attests that the data is completely free of errors and omissions. Furthermore, data users are cautioned that LWSPs labeled **PROVISIONAL** have yet to be reviewed by DWR staff. Subsequent review may result in significant revision. Questions regarding the accuracy or limitations of usage of this data should be directed to the water system and/or DWR.

1. System Information

Contact Information

Water System Name:	Bessemer City	PWSID:	01-36-025
Mailing Address:	125 E. Virginia Avenue Bessemer City, NC 28016	Ownership:	Municipality
Contact Person:	Dennis Wells	Title:	Water Plant ORC
Phone:	704-729-6539	Cell/Mobile:	704-473-5371
Secondary Contact:	Jamie Ramsey (PW Director)	Phone:	704-729-6529
Mailing Address:	125 E. Virginia Ave Bessemer City, NC 28016	Cell/Mobile:	704-473-5371

Complete

Distribution System

Line Type	Size Range (Inches)	Estimated % of lines
Asbestos Cement	6	10.00 %
Cast Iron	4-12	20.00 %
Ductile Iron	4-12	44.00 %
Galvanized Iron	.75-2	1.00 %
Polyvinyl Chloride	2-4	25.00 %

What are the estimated total miles of distribution system lines? 53 Miles

How many feet of distribution lines were replaced during 2023? 0 Feet

How many feet of new water mains were added during 2023? 0 Feet

How many meters were replaced in 2023? 35

How old are the oldest meters in this system? 20 Year(s)

How many meters for outdoor water use, such as irrigation, are not billed for sewer services? 30

What is this system's finished water storage capacity? 1.5000 Million Gallons

Has water pressure been inadequate in any part of the system since last update? *Line breaks that were repaired quickly should not be included.* Yes

Programs

Does this system have a program to work or flush hydrants? Yes, Weekly

Does this system have a valve exercise program? Yes, Monthly

Does this system have a cross-connection program? Yes

Does this system have a program to replace meters? Yes

Does this system have a plumbing retrofit program? No

Does this system have an active water conservation public education program? No

Does this system have a leak detection program? No

Water Conservation

What type of rate structure is used? Flat/Fixed

How much reclaimed water does this system use? 0.0000 MGD For how many connections? 0

Does this system have an interconnection with another system capable of providing water in an emergency? Yes

2. Water Use Information

Service Area

Sub-Basin(s)	% of Service Population	County(s)	% of Service Population
South Fork Catawba River (03-2)	76 %	Gaston	100 %
Catawba River (03-1)	24 %		

What was the year-round population served in 2023? 5,690

Has this system acquired another system since last report? No

Water Use by Type

Type of Use	Metered Connections	Metered Average Use (MGD)	Non-Metered Connections	Non-Metered Estimated Use (MGD)
Residential	2,317	0.2410	0	0.0000
Commercial	185	0.0370	0	0.0000

Industrial	21	0.5160	0	0.0000
Institutional	0	0.0000	0	0.0000

Item 7.

How much water was used for system processes (backwash, line cleaning, flushing, etc.)? 0.1400 MGD

3. Water Supply Sources

Monthly Withdrawals & Purchases

	Average Daily Use (MGD)	Max Day Use (MGD)	Average Daily Use (MGD)	Max Day Use (MGD)	Average Daily Use (MGD)	Max Day Use (MGD)
Jan	0.8140	1.0340	May 0.5610	1.1020	Sep 1.1380	1.4540
Feb	0.8290	1.2150	Jun 1.4610	1.6830	Oct 1.1400	1.6980
Mar	1.0990	1.3410	Jul 1.0760	1.4070	Nov 1.1490	1.5330
Apr	1.0320	3.0120	Aug 1.2260	1.5100	Dec 0.8970	1.1190



Surface Water Sources

Stream	Reservoir	Average Daily Withdrawal		Maximum Day Withdrawal (MGD)	Available Raw Water Supply		Usable On-Stream Raw Water Supply Storage (MG)
		MGD	Days Used		MGD	* Qualifier	
Long Creek	Arrowood	1.0930	292	3.0000	2.7764	SY20	0.0000

* Qualifier: C=Contract Amount, SY20=20-year Safe Yield, SY50=50-year Safe Yield, F=20% of 7Q10 or other instream flow requirement, CUA=Capacity Use Area Permit

Surface Water Sources (continued)

Stream	Reservoir	Drainage Area (sq mi)	Metered?	Sub-Basin	County	Year Offline	Use Type
Long Creek	Arrowood	12	Yes	South Fork Catawba River (03-2)	Gaston		Regular

What is this system's off-stream raw water supply storage capacity? 110 Million gallons

Are surface water sources monitored? Yes, Daily

Are you required to maintain minimum flows downstream of its intake or dam? No

Does this system anticipate transferring surface water between river basins? No

Water Purchases From Other Systems

Seller	PWSID	Average Daily Purchased (MGD)	Days Used	Contract		Required to comply with water use restrictions?	Pipe Size(s) (Inches)	Use Type
				MGD	Expiration Recurring			
Gastonia	01-36-010	0.8940	73	0.0000	No	Yes	12	Emergency
Kings	01-23-	0.0000	0	3.5000	2021	Yes	12	Emergency

We keep a record of the individual days that we purchase water from Gastonia. We purchased from Gastonia 73 days in 2023. However, Gastonia billing does not bill daily, they bill monthly. They will likely have 182 days on their LWSP because we pulled from them various times in six different months (January, February, March, May, June, and December) throughout the year. This statement is based on conversations with Gastonia concerning last year's LWSP.

Water Treatment Plants

Plant Name	Permitted Capacity (MGD)	Is Raw Water Metered?	Is Finished Water Output Metered?	Source
J.V. Tarpley WT Facility	3.0000	Yes	Yes	Long Creek, Webber Reservoir, Arrowood Reservoir
Did average daily water production exceed 80% of approved plant capacity for five consecutive days during 2023? No				
If yes, was any water conservation implemented?				
Did average daily water production exceed 90% of approved plant capacity for five consecutive days during 2023? No				
If yes, was any water conservation implemented?				
Are peak day demands expected to exceed the water treatment plant capacity in the next 10 years? No				

4. Wastewater Information

Monthly Discharges

Average Daily Discharge (MGD)	Average Daily Discharge (MGD)	Average Daily Discharge (MGD)
Jan 0.6170	May 0.6140	Sep 0.6460
Feb 0.5550	Jun 0.6510	Oct 0.6410
Mar 0.5660	Jul 0.6280	Nov 0.5860
Apr 0.6070	Aug 0.6520	Dec 0.4930



How many sewer connections does this system have? 2,257
 How many water service connections with septic systems does this system have? 350
 Are there plans to build or expand wastewater treatment facilities in the next 10 years? No

Wastewater Interconnections

Water System	PWSID	Type	Average Daily Amount MGD	Average Daily Amount Days Used	Contract Maximum (MGD)
Gastonia	01-36-010	Discharging	0.6050	365	1.6080

Bessemer City has 2 permitted sewer connections with Two Rivers Utilities with separates contracts: Oates Rd. with a contract maximum of 1.000 MGD with an ADF of 0.302 and Abernethy Creek with a contract maximum of 0.608 MGD an ADF of 0.303 MGD..

5. Planning

Projections

	2023	2030	2040	2050	2060	2070
Year-Round Population	5,690	5,736	5,802	5,912	6,020	6,132
Seasonal Population	0	0	0	0	0	0
Residential	0.2410	0.2554	0.2559	0.2605	0.2660	0.2706
Commercial	0.0370	0.0526	0.0450	0.0480	0.0500	0.0555
Industrial	0.5160	0.6330	0.6530	0.6720	0.6921	0.6729
Institutional	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
System Process	0.1400	0.1650	0.1680	0.1700	0.1720	0.1740
Unaccounted-for	0.1192	0.1200	0.1220	0.1240	0.1260	0.1280

Demand v/s Percent of Supply

	2023	2030	2040	2050	2060	2070
Surface Water Supply	2.7764	2.7764	2.7764	2.7764	2.7764	2.7764
Ground Water Supply	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Purchases	0.8940	0.8940	0.8940	0.8940	0.8940	0.8940
Future Supplies		0.0000	0.0000	0.0000	0.0000	0.0000
Total Available Supply (MGD)	3.6704	3.6704	3.6704	3.6704	3.6704	3.6704
Service Area Demand	1.0532	1.2260	1.2439	1.2745	1.3061	1.3010
Sales	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Future Sales		0.0000	0.0000	0.0000	0.0000	0.0000
Total Demand (MGD)	1.0532	1.2260	1.2439	1.2745	1.3061	1.3010
Demand as Percent of Supply	29%	33%	34%	35%	36%	35%



The purpose of the above chart is to show a general indication of how the long-term per capita water demand changes over time. The per capita water demand may actually be different than indicated due to seasonal populations and the accuracy of data submitted. Water systems that have calculated long-term per capita water demand based on a methodology that produces different results may submit their information in the notes field.

Your long-term water demand is 42 gallons per capita per day. What demand management practices do you plan to implement to reduce the per capita water demand (i.e. conduct regular water audits, implement a plumbing retrofit program, employ practices such as rainwater harvesting or reclaimed water)? If these practices are covered elsewhere in your plan, indicate where the practices are discussed here.

Are there other demand management practices you will implement to reduce your future supply needs?

What supplies other than the ones listed in future supplies are being considered to meet your future supply needs?

How does the water system intend to implement the demand management and supply planning components above?

Additional Information

Has this system participated in regional water supply or water use planning? No

Item 7.

What major water supply reports or studies were used for planning?

Please describe any other needs or issues regarding your water supply sources, any water system deficiencies or needed improvements (storage, treatment, etc.) or your ability to meet present and future water needs. Include both quantity and quality considerations, as well as financial, technical, managerial, permitting, and compliance issues:

The Division of Water Resources (DWR) provides the data contained within this Local Water Supply Plan (LWSP) as a courtesy and service to our customers. DWR staff does not field verify data. Neither DWR, nor any other party involved in the preparation of this LWSP attests that the data is completely free of errors and omissions. Furthermore, data users are cautioned that LWSPs labeled **PROVISIONAL** have yet to be reviewed by DWR staff. Subsequent review may result in significant revision. Questions regarding the accuracy or limitations of usage of this data should be directed to the water system and/or DWR.

DEQ Division of Water Resources • 1611 Mail Service Center • Raleigh, NC 27699-1611 • Phone: 919-707-9000 • Fax: 919-733-3558

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**ORDINANCE
ANNUAL DOWN HOME FESTIVAL**

WHEREAS, the City of Bessemer City wishes to provide recreational entertainment for the citizens of Bessemer City; and

WHEREAS, the City of Bessemer City understands the importance of hosting such entertainment in the downtown central business district of Bessemer City; and

WHEREAS, the City of Bessemer City acknowledges that a special event requires rerouting traffic and providing safety measures for citizens attending said events; and

WHEREAS, the City of Bessemer City wishes to host the Annual Down Home Festival along Highway 274 (East and West Virginia Avenue), 100 block of West Pennsylvania Avenue, SR 1448 (North & South 12th Street) on Friday, May 12th and Saturday, May 13th, 2023; and

NOW THEREFORE BE IT ORDAINED by the City Council of Bessemer City pursuant to the authority granted by G.S. 20-169 that they do hereby declare a temporary road closure during the days and times set forth below on the following described portion of a State Highway System route:

Date: Thursday, May 9, 2024
 Time: 3PM – 10PM
 Route Description: 100 Block of West Pennsylvania Avenue

Date: Friday, May 10, 2024 and Saturday, May 11, 2024
 Time: Friday, May 11, 2024 at 12PM-Saturday, May 11, 2024 at 11PM
 Route Description: 100 Block of West Pennsylvania Avenue, 100 Block of East Virginia Avenue and 100 Block of West Virginia Avenue, 100 Block of North 12th (SR 1448), and 100 Block of South 12th

Adopted by City Council this 11th Day of March, 2024

Becky S. Smith, Mayor

Hydeia Y. Hayes, City Clerk



**ORDINANCE
SOUNDS OF SUMMER SERIES**

WHEREAS, the City of Bessemer City wishes to provide recreational entertainment for the citizens of Bessemer City; and

WHEREAS, the City of Bessemer City understands the importance of hosting such entertainment in the downtown central business district of Bessemer City; and

WHEREAS, the City of Bessemer City acknowledges that a special event requires rerouting traffic and providing safety measures for citizens attending said events; and

WHEREAS, the City of Bessemer City wishes to host six (6) entertainment events titled the “Sounds of Summer Series” in downtown Bessemer City along Highway 274 (East and West Virginia Avenue) and the 100 Block of South and North 12th Street on the 4th Saturday of each month from April to September from the hours of 5pm to 10pm;

NOW THEREFORE BE IT ORDAINED by the City Council of Bessemer City pursuant to the authority granted by G.S. 20-169 that they do hereby declare a temporary road closure during the days and times set forth below on the following described portion of a State Highway System route:

Dates: Saturday, April 27, 2024; Saturday, May 25, 2024; Saturday, June 28, 2024; Saturday, July 27, 2024; Saturday, August 24, 2024; and Saturday, September 21, 2024.

Times: 2pm-10pm

Route Description: 100 Block of East Virginia Avenue and 100 Block of West Virginia Avenue (Highway 274), 100 Block of South 12th Street and 100 Block of North 12th Street

Adopted by City Council this 11th Day of March, 2024

Becky S. Smith, Mayor

Hydeia Y. Hayes, City Clerk



**A RESOLUTION FOR THE CITY OF BESSEMER CITY TO ALLOW FOR THE
TEMPORARY VENDING OF BEER AND/OR WINE UNDER SPECIFIC GUIDELINES
AND REGULATIONS DURING SPECIAL EVENTS**

WHEREAS, The City of Bessemer City, Code of Ordinances, Title 11 Business Regulations 112.04, prohibits any person to possess malt beverage and/or unfortified wine on public streets, alleys, or parking lots which are temporarily closed to regular traffic for special events, unless the governing body adopts a resolution making other provisions for the possession of malt beverages and/or unfortified wine at the special event;

WHEREAS, The Illusion Dance Troup would like to sell beer/wine at all Community Concert and Cruise In's which will be on April 27th, May 25th, June 28th, July 27th, August 24th, and September 21st from 5:00PM-10:00PM; and

WHEREAS, The Illusion Dance Troup would also like to sell beer/wine at the 36th Annual Down Home Festival on Friday, May 10th from 6:00 PM - 10:00 PM and Saturday, May 11th from 12:00 PM-10:00 PM; and

WHEREAS, Council wishes to allow for the vending and responsible consumption of beer and/or wine under certain conditions, contained herein during limited hours during the permitted event; and

WHEREAS, Council wishes to prohibit the sale and /or consumption of liquor during the permitted event; and

WHEREAS, Council believes the regulations contained herein are appropriate; and

WHEREAS, Council believes that the specific regulations contained herein balance health and safety concerns of citizens with the desire to promote responsible use of alcoholic beverages; and

WHEREAS, nothing contained in this Resolution is intended to waive other laws and regulations applicable to the sale and consumption of alcohol within City Limits; and

WHEREAS, this Resolution is intended to allow the sale and consumption of beer and wine only, pursuant to these specific regulations and is not intended to amend or expand the City of Bessemer City Code or any other applicable law or regulation beyond the scope of the particulars of this Resolution or beyond the hours of the permitted event; and

WHEREAS, this Resolution is not a waiver of any State, County or local requirement for a permit; and this Resolution shall not establish precedent nor shall it apply to any event other than the times indicated above.

BE IT FURTHER RESOLVED that the City Council of the City of Bessemer City intends for the Illusion Dance Troup to uphold the restrictions set within this Resolution.

Adopted this the 11th day of March, 2024

Becky S. Smith, Mayor

Hydeia Y. Hayes, City Clerk

NORTH CAROLINA

GASTON COUNTY

INTERLOCAL AGREEMENT FOR CONSTRUCTION OF
WATER INFRASTRUCTURE

This Agreement, made and entered into this the ____ day of _____, 2024 by and between Gaston County, a body politic and corporate, and a political subdivision of the State of North Carolina (hereinafter referred to as the "County") and the City of Bessemer City, a North Carolina municipal corporation (hereinafter referred to as the "City").

WITNESSETH:

WHEREAS, Tryon Elementary School, Tryon Park, and Tryon Recycling Center (hereinafter referred to as the "Tryon Community") is currently served by groundwater well or community well systems extracting drinking water from the groundwater table; and,

WHEREAS, past droughts and mining activities in the area have resulted in a shortage of sufficient drinking water; and,

WHEREAS, the City through its Utilities Department has available water system capacity to support Tryon Community's critical water need; and,

WHEREAS, pursuant to N.C.G.S. §§ 153A-164 and 160A-461, units of local government are authorized to enter into interlocal agreements for any undertaking; and,

WHEREAS, the City and County desire to jointly extend Bessemer water infrastructure to serve the Tryon Community (hereinafter referred to as the "Project"); and,

WHEREAS, the County has been awarded Coronavirus State and Local Fiscal Recovery Funds established in S.L. 2021-180 as part of the American Rescue Plan Act (hereinafter referred to as the "Grant") to provide funding to cover a portion of the costs of the Project as set forth herein; and,

WHEREAS, the County has agreed to provide gap funds as available to cover the remainder of the costs of the Project as set forth herein or alter or cancel the Project if sufficient funding is not available; and,

WHEREAS, the County has agreed to construct or let for construction the Project pursuant to all applicable State, Federal, and local rules and regulations; and,

WHEREAS, the project must be completed during the Grant's period of performance; and,

WHEREAS, the period of performance is defined as the total time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods; and,

WHEREAS, per the Grant Award Terms and Conditions, the period of performance for this Grant ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipients using award funds must obligate eligible costs prior to December 31, 2024; and,

WHEREAS, upon Project completion and acceptance, City will assume operation and maintenance of the Project from County through an operating agreement and comply with US Treasury Terms and Conditions of Program Income requirements through the end of the period of performance; and,

WHEREAS, upon the end of the period of performance of the Grant, the County will transfer ownership of Project to City as a part of its municipal water system. City is responsible for meeting all Federal, State, and Local requirements for operating and maintaining Project.

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

1. **PURPOSE:** The purpose of this Agreement is to set forth the terms and conditions under which County will construct, and City will operate and maintain the water infrastructure described herein.
2. **PROJECT DESCRIPTION:** The scope of work includes construction of approximately 28,090 LF of waterline and related appurtenances to serve the Tryon Community. This new infrastructure will connect to the existing City infrastructure and terminate at Tryon Park.
3. **PLANS AND SPECIFICATIONS:** The infrastructure shall be engineered, designed, and constructed in accordance with the specifications of the City. City shall have the right to review and inspect all engineering, design, and construction to ensure all work meets said specifications. City shall not be obligated to accept or maintain the Project if any portion thereof fails to meet their specifications. The engineering and surveying work is to be completed by the County or such other engineer as County shall select, at no cost to the City. Upon completion of the Project, County shall provide the City a set of as-built drawings.
4. **CONSTRUCTION OF THE PROJECT:** The County agrees to construct or let a contract for the construction of the Project in accordance with all applicable federal, state, and local laws, regulations, and ordinances. County agrees to contract with a professional construction engineer and inspections firm during construction. City agrees to coordinate independent inspections of the waterline construction. Upon project completion, the City shall operate and maintain the waterline infrastructure as part of the City water system.
5. **PROJECT COSTS:** The cost of the Project is to be funded by the County using the secured Grant funds and available local funds to cover any remaining costs. During construction, the County will install a tap for property owners that make such request within a reasonable amount of notice in order to do so, as determined by the County. The deadline for notice shall be prior to letting of a construction contract and additional requests made after that cut-off date may not be accommodated. If allowable, City agrees to waive tap fees for those customers that receive a County installed tap during the Project. In addition to installing taps requested, the County will also make efforts to assist property owners with the cost of installing a water service line to their home

or business. Costs unilaterally incurred by the City shall not be included in Project costs covered by the County (e.g., City inspections, consultant costs, etc.).

The referenced Grant and local funds shall be applied to the costs of construction of the Project. In the event the referenced Grant and local funds are not secured, and suitable replacement funding is not secured, the Project shall not proceed, and this Agreement shall terminate. In the event there are not sufficient Grant and local funds to cover the bid on the contract for the construction, of the Project for the estimated amount or less and the parties are unable to agree on a mutually satisfactory arrangement to cover the costs, the Project shall not proceed, and this Agreement shall terminate.

In anticipation of the extension of the water system and in preparation for the construction of the Project, the County has procured Armstrong Glen PC (hereinafter referred to as "Engineer") to provide professional services for the Project.

The County shall act as lead agency and project manager for the construction of the Project and in the administration of all Grant and local match funds.

All Grant funding shall be administered by the County in accordance with the rules, laws, regulations, terms, and directives of the administering agencies that are applicable to or govern the Grant set forth above.

6. PROGRAM INCOME OBLIGATIONS:

DEFINITION: Program Income refers to gross income earned by the non-Federal entity that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance except as provided in [§ 200.307\(f\)](#). Program income includes but is not limited to income from fees for services charged to new customers, or increased user fees for current customers due specifically to the Project. Program income also includes the use or rental of real or personal property acquired under Federal awards, the sale of commodities or items fabricated under a Federal award, and principal and interest on loans made with Federal award funds. Program income does not include special assessments, tax revenues, system development fees, availability fees, regulatory fees, contractual charges for infrastructure, charges to other local governments to reserve capacity, and penalty charges.

The City shall provide the County with an estimate of Program Income that they expect to generate during the period of performance, based on the total potential customer connections and expected project completion date. This estimate must be provided in order for the County to obligate these expected funds prior to 12/31/2024. The City understands that the estimated and obligated program income does not determine the amount of funds available for use during the period of performance and instead, determines the maximum amount of funds available for reconciliation and use during the period of performance. The City understands that any program income received beyond the amount obligated prior to 12/31/2024, will be paid to the Treasury.

REPORTING AND DOCUMENTATION: The County and City shall maintain accurate records of all program income generated, including the source, amount, dates of receipt, and use of funds. The City will report program income to the County, with supporting documentation, on a monthly basis.

USE OF PROGRAM INCOME: The City shall establish appropriate accounting procedures to track and retain program income in a special revenue fund separate from other operating revenue. The County will work to reconcile and appropriate program income on a quarterly basis. Provided that appropriate documentation has been submitted by the City, reconciliation will then require approval from the County's Commission. Once approval is received, the County will notify the City of the amount of program income that is authorized for use from its special revenue fund. All unreconciled program income must remain in the special revenue fund until authorization for use has been granted. Any unreconciled program income remaining after the period of performance will be paid to the Treasury. There is no further obligation to track and report program income after the period of performance.

COMPLIANCE AND AUDITING: The County and the City shall comply with all program income requirements imposed by the granting agency, including reporting, recordkeeping, and use of funds. Failure to comply with program income requirements may result in penalties or the need for repayment of funds to the granting agency. Any current regulations or updates from Treasury after the effective date of this Agreement, shall supersede any conflicting provisions found herein.

RETENTION AND ACCESS OF RECORDS: Records shall be maintained for a period of five (5) years following the end of the grant's period of performance. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) in order to conduct audits or other investigations. The City shall make available to the County, all reports and documentation related to program income to ensure compliance with the Federal Award.

7. PROPERTY MANAGEMENT:

Any purchase of equipment or real property with grant funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations

8. OPERATION, MAINTENANCE AND EXTENSIONS: Upon project completion, City shall operate and maintain the same as part of its municipal system per the terms agreed to in the operating agreement. Upon the end of the period of performance, all rights, title, and interest in Project, including, but not limited to, utility infrastructure, easements, and rights of way, shall be transferred to City and City shall operate and maintain the same as part of its municipal system from that point forward.

City shall not deny connection to the Project by a potential customer requesting service so long as City has sufficient water capacity to support new customers in the Project area and the customer otherwise complies with City requirements, including the requirement to petition for voluntary annexation in exchange for receiving City services. No service tap or connections shall be made to Project except under the supervision and inspection of the City and upon payment by the property owner to the City of required water connection charges and availability fees of the City and County. By execution of this Agreement, City acknowledges its continuing obligation to provide services to the specified Project area upon customer compliance with all City requirements.

WARRANTY: The City shall be covered by any warranties provided by manufacturers or suppliers of components or materials, as well as workmanship as outlined in the construction contract. In the event of defects or deficiencies discovered during the warranty period, the City shall promptly notify the County in writing of such defects or deficiencies.

9. RIGHTS OF WAY: County shall be responsible for the acquisition and creation of all easements, rights of way, and encroachment agreements and permits necessary for the construction of the Project. The costs of such acquisition shall be paid out of the Project funds provided by the County as set forth above. The City agrees to provide easements and/or rights of way across any City owned property, to the extent necessary for building the Project. Conveyances of easements and rights of way shall be in a form acceptable to the County and the costs for preparation, surveying, recording and related costs shall be paid by the County.
10. LEAD AGENCY: The County shall serve as the lead agency for the Project and shall commence and complete the Project within a reasonable time after the execution of this Agreement, subject to securing the necessary funds. The schedule for the Project shall be established by the County. Project dates shall be specified in the construction contract entered into between the County and the contractor(s) engaged to construct the Project. Completion of the Project in accordance with the contract schedule is contingent upon weather and/or other factors that might necessitate a delay in the construction schedule provided for in said construction contract.
11. ACCESS: City shall have the right to inspect and approve documents, materials, papers, and other related items at any point in the Project, with proper notification to County. Further, City shall have access, at all times, to the construction site for the purpose of construction observation. City shall have the right to notify County of any construction that does not meet City specifications or the engineering and design of the Project. Upon receipt of such notification County shall take every step necessary to ensure the construction of the Project meets City specifications.
12. INSURANCE AND INDEMNITY: During construction, County shall provide the public liability insurance coverage and, to the extent permitted by North Carolina law, indemnify the City against any and all damages to persons or property that may be incurred through injury or accident by reason of the County's negligent construction Project.

After project acceptance and execution of the operating agreement, and during the period of performance of the Grant which shall end 12/31/2026, City shall maintain and operate the system, provide the public liability insurance coverage and, to the extent permitted by North Carolina law, indemnify the County against any and all damages that may be incurred through injury or accident by reason of the City's negligent operation of Project. City shall name County as an additional insured.

13. SERVICE CHARGES: Upon completion and acceptance of the Project, the City shall thereafter have the sole and exclusive right to charge and collect for water service furnished to any consumer; and the County shall have no right or interest therein with the exception of managing the Program Income requirements set forth.

- 14. SERVICE PROVIDERS: City shall be the exclusive provider of water services within the water service area of this project.
- 15. NO JOINT AGENCY ESTABLISHED: No joint agency is to be established as a result of the execution of this Interlocal Agreement, and each party shall manage its own personnel, respectively, as necessary for the execution of this undertaking.
- 16. DUPLICATE ORIGINALS: This Agreement shall be executed by the parties hereto in duplicate originals, each of which when executed shall constitute one and the same Agreement.
- 17. INVALID TERMS: Should any one or more of the provisions contained in this Agreement be held invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired thereby, and this Agreement shall otherwise remain in full force and effect. If any such provision is held to be invalid or unenforceable, then upon the request of either party, the City, and the County shall attempt in good faith to negotiate and agree upon a replacement provision.
- 18. COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original.
- 19. NOTICES: Any notices required or permitted in this Agreement, including address changes, shall be made in writing and shall be made either by mailing registered or certified mail, return receipt requested, and postage prepaid, to the other party at the address shown herein for that party or at such different address for that party, notice of which has been properly given hereunder, or by personally delivering such notice to an officer or other party. The notice, if mailed as provided for herein, shall be deemed given on the day of receipt or refusal to accept receipt, and if personally delivered, on the date of delivery. The addresses are as follows:

<p>TO THE COUNTY:</p> <p>Ray Maxwell</p> <p>P.O. Box 1578</p> <p>Gastonia, NC 28053</p>	<p>TO THE CITY OF BESSEMER CITY:</p> <p>NAME:</p> <p>ADDRESS:</p> <p>ADDRESS:</p>
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- 20. ENTIRE AGREEMENT: This instrument contains the entire Agreement between the parties, and no statement, oral or written, made by either party or agent of either party that is not contained in this Agreement shall be valid or binding. This contract may not be enlarged, modified, or altered, except in writing signed by the parties and endorsed hereon.
- 21. AMENDMENT OR TERMINATION: This Agreement may be amended or terminated only by an instrument in writing executed by all parties hereto.
- 22. REMEDIES IN THE EVENT OF DEFAULT: In the event of Default by a party to this Agreement, the other party may exercise all legal and equitable remedies to which it is entitled.

23. **WAIVER:** No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving the rights.
24. **BINDING NATURE AND ASSIGNMENT:** This Agreement shall bind the parties and their successors and permitted assigns. Neither party may assign this Agreement without the prior written consent of the other party. Any assignment attempted without the written consent of the other party shall be void.
25. **GOVERNING LAW AND JURISDICTION:** North Carolina law shall govern the interpretation and enforcement of this Agreement, and any other matters relating to this Agreement (all without regard to North Carolina conflicts of law principles). All legal actions or other proceeding relating to this Agreement shall be brought in a court sitting in Gaston County, North Carolina. By execution of this Agreement, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections that they may have with respect to venue in any court sitting in Gaston County, North Carolina.
26. **DISPUTE RESOLUTION:** In addition to and prior to litigation, the parties shall endeavor to settle disputes first by negotiation between the parties, and, if negotiation is unsuccessful, then by non-binding mediation. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of repose or limitations. If non-binding mediation fails, disputes shall be resolved in Gaston County Superior Court.
27. **TITLES OF SECTIONS:** The section headings inserted herein are for convenience only and are not intended to be used as an aid to interpretation and are not binding on the parties.
28. **NO DOCTRINE OF CONSTRUCTION AGAINST THE DRAFTER:** All parties acknowledge and stipulate that this Agreement is the product of mutual negotiation and bargaining and that it has been drafted and reviewed by Counsel for all parties. As such, the doctrine of construction against the drafter shall have no application to this Agreement.
29. **FORCE MAJEURE:** Neither party to this Agreement shall be liable for any claims or damages if such claims or damages result or arise out of a failure or delay that is due to any act beyond the control of the party.

IN WITNESS WHEREOF, the undersigned municipal corporations and governmental entities have caused this Agreement to be executed on their behalf by their duly authorized representatives, having hereunto affixed their signatures and seals, the day and year first above written.

CITY OF BESSEMER CITY

By: _____ (seal)
City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City 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 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 in its name by its **City Manager**, sealed with its corporate seal and attested by him/her as its Clerk.

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

Notary Public

My Commission Expires: _____

GASTON COUNTY

By: _____ (seal)

County Manger or Designee

ATTEST:

APPROVED AS TO FORM:

Clerk to the Board

County Attorney

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

Finance Director/Deputy finance Director

STATE OF NORTH CAROLINA
COUNTY OF GASTON

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

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

Notary Public

My Commission Expires: _____



**AN ORDINANCE AMENDING OFFICIAL ZONING MAP OF THE
CITY OF BESSEMER CITY.**

WHEREAS, after proper notification a Public Hearing was held before the Bessemer City Council on February 12, 2024, to consider a proposed amendment to the City of Bessemer City Zoning Map. On February 5th, 2024, the Bessemer City Planning Board voted to recommend the City Council approve the proposed zoning map amendment.

WHEREAS, after a _____ vote, the City Council of Bessemer City approved a zoning map change to the Official City of Bessemer City Zoning Map reflected in application CD 03-2023.

NOW THEREFORE BE IT ORDAINED, by the City Council of the City of Bessemer City, that the Official City of Bessemer City Zoning Map is amended to reflect the adopted changes as written below.

1. Tax Parcel 151678 is rezoned from Urban Residential to Urban Residential Conditional District.

Effective Date

This Ordinance shall become effective upon its adoption by the City Council of the City of Bessemer City, North Carolina.

Adopted by City Council this 11th Day of March, 2024.

Becky S. Smith, Mayor

Hydeia Y. Hayes, City Clerk

PLAN CONSISTENCY & STATEMENT OF REASONABLENESS
ZONING MAP AMENDMENT
March 11th, 2024

Pursuant to N.C. Gen. Stat. §160D-605 the City of Bessemer City Council hereby approves and adopts the following Plan Consistency and Statement of Reasonableness for the rezoning of the Tax Parcels included with development application CD 03-2023 within the City limits and Extra Territorial Jurisdiction of Bessemer City, North Carolina as noted and depicted on the proposed Official Zoning Map.

- 1) Said zoning change is **consistent** with the goals and values established by the City Council adopted in 2023.
 - a. The City Council created a mission and vision statement that included the following six values: 1. Accountability, 2. Ethics, 3. Community Dependability, 4. Honesty, 5. Respect, 6. Open-Mindedness. These rezoning's are consistent with these values.
 - b. The City Council created a mission and vision statement that included the following five goals: 1. Promote a desirable place to live and work that provides a healthy quality of life, 2. Ensure a safe and secure community for residents and visitors, 3. Invest in a high quality infrastructure to support a thriving and diverse economy, 4. Provide opportunities for citizen engagement and promote volunteerism, 5. Foster organizational sustainability that embraces innovation and creativity. These rezoning's are consistent with these goals.

- 2) Said rezoning is **consistent** with the City of Bessemer City 2020 Vision Plan and the City of Bessemer City Planning and Economic Development Comprehensive Land Use Vision Map adopted by the City Council in 2019. The proposed rezoning's are:
 - a. Consistent with the existing adjacent land uses as designated on the official land use map.

- 3) The proposed map amendments **would not be detrimental** to the city and ETJ.
 - a. The physical conditions that make the rezoning's reasonable are:
 - Provides Residential and Economic Development growth opportunities with new development in areas that are currently zoned to accommodate the applicable use.
 - b. Rezoning is in the best interest of the public to increase and maximize property values to provide for future infrastructure and amenities.

Therefore, the requested rezoning's are **reasonable** and **in the public interest**.

Upon a motion that the application is **consistent** with the Bessemer City Planning and Economic Development Comprehensive Land Use Vision.

Read, approved and adopted this the 11th day of March, 2024.

ATTEST

CITY COUNCIL FOR THE
CITY OF BESSEMER CITY

Hydeia Hayes, City Clerk

BY _____
Becky S. Smith, Mayor

APPROVED AS TO FORM

David Smith, City Attorney



PLANNING BOARD/BOARD OF ADJUSTMENT
REQUEST FOR ACTION

AGENDA ITEM NO.: 3.b MEETING DATE:2-5-2024

DESCRIPTION: Rezoning of Parcel #151678 from Urban Residential to Conditional District for residential Townhome Development.

BACKGROUND INFORMATION: See Informational Packet.

STAFF RECOMMENDATION:

Approve development as submitted.

BOARD ACTION TAKEN:

- Pursue Project of multifamily development on site with relief of 3 acre size limitation.
- Recommend reducing density to Land Development Code restriction of 8 units per acre.
- Recommend deny relief of decreased open space.
- Recommend developer meet required setbacks. No relief of setback requirements recommended.
- Recommend to accept dedication to City of Bessemer City of the two main right of ways within the development and recommend that alleyways remain privately owned and maintained by future HOA.



132 W. Virginia Ave.
Bessemer City, NC 28016
(704) 629 – 5542 Ext. 1003

Staff Only:
Date Rec'd: 10/16/2023
Rec'd by: Nathan Hester
Case #: CD 03-2023

LAND DEVELOPMENT APPLICATION FORM

1. Application Type	✓	Fee	✓	Fee
• Sketch Plan/Plat (Major Sub):	_____	_____	• Conditional Zoning (CZ)	<u>700.00</u>
• Preliminary Plat (Major Sub):	_____	_____	• Special Use Permit (SUP)	_____
• Final Plat (Major Sub):	_____	_____	• Text Amendment	_____
• Major Site Plan	_____	_____	• Minor Site Plan	_____
• Construction Documents:	_____	_____	• Minor Subdivision Plat	_____
• Recombination Plat	_____	_____	• General Rezoning	_____
• Other: _____	_____	_____		
Fee Total:				<u>700.00</u>

2. Project Information

Date of Application: 10/16/23 Name of Project: Yellow Jacket Lane Townhomes

Location: ML Kiser and Bess Town Road Property Size (acres): 6.26 # of Units/Lots: 68

Current Zoning: UR Proposed Zoning: CZ

Current Land Use: Vacant Proposed Land Use: Townhomes

Tax Parcel Number(s): 151678

Square Footage: N/A

3. Contact Information

Owner, Applicant, or Developer

Development Solutions Group, LLC

Address

11121 Carmel Commons Blvd #360

City, State Zip

Charlotte, NC 28226

Telephone

704-543-0760

Email

kent@olsondevelopment.com

Agent(s) (Engineer, Architect, Etc.)

LC3 Consulting

Address

320 Inland Cove Court

City, State Zip

Clover, SC 29710

Telephone

803-415-4866

Email

kcrowe@lc3consulting.com**4. The following items may also be required to be considered part of a complete application, please check all that apply on this list:**

- Signed "Original" application**
- Project Fee(s)** – See Fee Schedule
- Written Summary/Description of Request** can be on company letterhead. Shall include requested use or uses, sq. feet of non-residential space, or density and number of units/lots for residential, or any other applicable information. For CZ's, must also describe any variations proposed from the Land Development Code
- Property Survey** (at least one copy), including existing buildings, topography, wetlands, streams, vegetation (trees over 18" in diameter), and other natural features.
- Site/sketch plan** (at least one copy), may contain multiple pages and must be drawn to scale by an engineer or landscape architect. Shall include locations of buildings and/or lots, streets, parking, proposed grading, landscaping/screening, open space, watershed/storm water information, associated storm water measures, and proposed utilities and lighting. Shall also include general information from adjoining lots
- Illustrative (color) site/sketch plan** for presentation purposes with same layers as described above
- Architectural elevations, Perspective Renderings, and Architectural Review Board Checklist** may include multiple pages and must be drawn to scale by an architect. Include all primary and accessory buildings (all building sides), an illustrative color package, and black and white w/dimensions. Other architectural elements/features of the site such as gazebos, trellis's, garden walls, retaining walls, or other items over 4-feet in height must also be included (NOT REQUIRED, BUT OPTIONAL FOR SINGLE-FAMILY RESIDENTIAL DEVELOPMENTS).
- Illustrative (color) elevations** for presentation purposes for all items described above, as well as perspective (3D) renderings and photograph examples
- Digital Files** of all items listed above

Last Update: 07/06/2021

Signature: _____ Printed Name: _____ Date: _____

Exhibit A
Areas of Relief and Conditions of Approval

1. The proposed development shall follow the requirements of the City of Bessemer City Land Development Code with the added relief of:
 - a. Allowing the development for multifamily use on one lot that is excess of three (3) acres.
 - b. Allowing for an excess of eight (8) units per acre, which is more than the density requirements per acre stated within 3.2.A. of the city's LDC.
 - c. Relief of the open space requirement. The developer will be financially responsible for payment in lieu of the required dedicated open space. This payment will be calculated utilizing the requirements stated in 4.8.D.
 - d. Relief from front setback requirements provided in section 3.2.A of the Bessemer City Land Development Code.
 - e. Developer will commit to servicing the project with Natural Gas utility service, the developer will be financially responsible for the infrastructure expansion.
2. All other multifamily design standards stated within the City of Bessemer City Land Development Code shall be adhered to.
3. The developer shall extend the City of Bessemer City water and sewer to and within the site, at their expense. The development will be served by City utilities: water and sewer.
4. All off-site utility easements, if necessary to provide utilities to the site, must be obtained by the developer, at their expense, prior to approval of construction plans, issuance of permits, or commencement of construction.
5. Conditional Zoning approval is valid for a period of twenty-four (24) months from the date of approval.