



Rutherford County

Office Building
289 N. Main Street
Rutherfordton, NC 28139

Meeting Agenda

Board of Commissioners Work Session and Goals Setting

Tuesday, March 18, 2014

6:30 PM

Commission Chambers

I. Call to Order

- A. Agenda Approval

II. New Business

- A. Interlocal Agreement with the Town of Forest City

Attachments: Interlocal Agreement Forest City

- B. Local Industrial Incentive Grant - Project VSC (Trelleborg Coated Systems US, Inc.)

- C. Goals for Rutherford County

Attachments: Goals for Rutherford County

III. Adjournment

RUTHERFORD COUNTY IS COMMITTED TO FULL COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT STANDARDS. TRANSLATION SERVICES, ASSISTANCE OR ACCOMMODATION REQUESTS FROM PERSONS WITH DISABILITIES ARE TO BE REQUESTED NOT LESS THAN 3 WORKING DAYS BEFORE THE DAY OF THE EVENT. PLEASE CALL (828) 287-6045.



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289 N. Main Street
Rutherfordton, NC 28139

Legislation Text

File #: ID 14-212, **Version:** 1

Meeting Date: March 18, 2014

Interlocal Agreement with the Town of Forest City

Summary:

An interlocal agreement with the Town of Forest City for the location of the Farmers' Market is presented for the Board's consideration.

Budget:

Contact Information:

Jeff Bradley, Director, Cooperative Extension
287-6022
Jeff_bradley@ncsu.edu

Recommended Motion:

Approve interlocal agreement.

INTERLOCAL AGREEMENT

THIS AGREEMENT (this "Agreement") is made and entered into as of the ____ day of _____, 2014 (the "Effective Date"), by and between The Town of Forest City, a municipal corporation organized pursuant to the laws of the State of North Carolina, with its principal office located at 128 North Powell Street, Forest City, NC, (the "Town") and the County of Rutherford, a local government entity organized pursuant to the laws of the State of North Carolina, with its principal office located at 289 North Main Street, Rutherfordton, NC, (the "County").

RECITALS

WHEREAS, the County operates a local farmer's market for the benefit of the public and owns a 40ft x 100 ft outdoor shed structure ("the Structure") which is utilized to house said Rutherford County Farmers Market (hereinafter "Market"); and

WHEREAS, the County desires to locate the Market in the municipal limits of the Town; and

WHEREAS, the Town also desires the Market to be located within its municipal limits; and

WHEREAS, Town and County each will benefit by joint use of the Structure; and

WHEREAS, the Town has agreed to lease a portion of the parking lot at 172 Depot Street to the County for the purpose of providing a location for the operation of the Market upon the terms and conditions herein.

NOW, THEREFORE in consideration of the mutual promises, covenants, representations, warranties, and agreements contained in this Agreement and the mutual benefits to be derived therefrom, and in reliance upon the foregoing recitals of fact, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. Term. The Town hereby agrees to lease unto the County a portion of the parking lot located at 172 Depot Street for use by the County as a Market for a lease term of ten (10) years beginning on _____ and ending on _____, the portion of the parking lot to be leased shall be as shown on Exhibit A attached hereto and incorporated herein by reference as if fully set forth (hereinafter "Premises").
2. Rent. The amount of rent shall be one dollar (\$1.00) per year due and payable on the 1st of _____ each year.

3. Installation. The County shall be responsible for moving the Structure to the Premises and installing the Structure on the Premises. The Structure contains wooded support posts which shall be encased in accordance with the plans attached hereto as Exhibit B. The County shall be responsible for providing temporary portable toilets, trash receptacles, and a portable utility building used for office, storage and other accessory uses, each of which shall be located in an area adjacent to the Structure in a location as shown on Exhibit B. The County shall provide screening as agreed by the parties hereto to appropriately shield the portable toilets and trash receptacles from view from the street. The improvements to the Structure and the temporary structures must be in place on or before December 31, 2014.
4. Utilities. The County shall be responsible for obtaining all required utility connections and paying for any all utility services for use on the Premises.
5. Permits. The County shall be responsible for obtaining all required building, plumbing and electrical permits from the Town for any and all installation and construction conducted upon the Premises and required pursuant to the terms and conditions of this Agreement. The Town shall waive all permit, tap and connection fees.
6. Signage. The County shall be responsible for any and all signage for the Market and said signage shall be in compliance with the Town of Forest city sign ordinance.
7. Permanent Facilities. The County and the Town shall jointly work to obtain grants or other sources of revenue to fund the construction and installation of permanent restrooms and office facilities on the Premises. Any said permanent facilities shall be designed to be compatible with the Florence Mill Development Project, be in compliance with the Town of Forest City ordinances and building codes and subject to the written approval of the Town and the County. Any permanent facilities shall be constructed in accordance with the plan for the location and design to be agreed upon by the Town and County prior to construction. Any permanent restrooms so constructed shall be for the use and benefit of both the County and the Town.
8. Joint Use. It is the intent of the parties hereto that the Town shall enjoy use of the Premises, including of the Structure, at such times as do not interfere with the County's intended use of the Premises, especially the Market. The Market shall be deemed to have precedence over any other use of the Premises. The Town

shall be responsible for cleaning and maintaining the Premises, including the Structure and other County facilities located upon the Premises, for and during the time of the Town's use.

9. Utility Infrastructure Installation. The Town shall install the necessary infrastructure to provide electrical service to the facilities constructed upon the Premises and a 1" water line to provide water to the facilities constructed upon the Premises. Any meters shall be located at the Structure unless otherwise agreed by the parties hereto. The utility infrastructure shall be as shown on Exhibit B attached hereto.

10. Parking Lot Maintenance. The Town shall be responsible for the upkeep and maintenance of the parking lot area outside of the Premises. However, the County will provide daily parking lot cleanup in the parking lot area immediately surrounding the structure on the days the Market is open. The Town shall stripe the parking lots on Depot Street within twelve (12) months after completion of construction. The Town will also be responsible for the landscaping, street and parking lot lighting along Depot Street. Final paving for the Market parking lot shall coincide with the final paving of all the Florence Mill parking lots and roads.

11. Parking Lot Usage. The County shall have the non-exclusive right to use the parking lot spaces adjacent to the Premises during the operation of the Market. The parking lot shall be used for parking lot purposes only unless there is express consent from the County and the Town.

12. Maintenance. The County shall maintain the Structure and any and all County facilities located on the Premises. Town shall be responsible for any damages to the Structure or the County's facilities located upon the Premises during the Town's use of the Premises.

13. Limitation of Liability. The Town shall have no liability whatsoever for any claims arising from the use of the Premises by the County. The County shall have no liability whatsoever for any claims arising from the use of the Premises by the Town.

14. Insurance. The County and the Town shall each obtain and maintain continuously in effect at all times during the term of this Agreement, for the purposes of each of their respective uses of the Premises and at their own expense, the following insurance:

- (a) Comprehensive general liability insurance as against any and all liability by reason of the County's or the Town's conduct incident to the use of the Premises, or resulting from any accident occurring on or about the parking lot area utilized by the County, the Town and the patrons of the Market, caused by or arising out of any wrongful act or omission of the County or the Town, in the minimum amounts of \$1 million for bodily injury or death to any person and \$1 million for property damage;
- (b) Fire and extended insurance coverage for the facilities located on the Premises and for their respective contents and personal property on the Premises, in such amount as each shall deem to be adequate to protect their own interests.

15. Termination. This agreement may be terminated by either party upon twelve (12) months written notice at any time. Upon termination of this Agreement for any reason, the Structure, and the temporary portable toilets, trash receptacles and portable utility building shall remain the property of the County. If any facilities are removed, the County will restore the parking area to as near of its original condition as possible. Any permanent facilities built upon the Premises in compliance with paragraph 7 shall become the property of the Town upon termination.

16. Default. In addition to any other lawful right or remedy which the parties may have, the parties may without further notice terminate this Agreement if either party breaches any covenants, agreements, conditions, terms or provisions of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice thereof from the non-breaching party. Should the breaching party fail to convert the breaches within the time allowed pursuant to this paragraph, the non-breaching party may terminate this Agreement immediately.

17. Indemnity.

- (a) To the extent allowed by law, each party hereto will indemnify and hold the other party harmless against any and all loss, liability, damage and expense (including reasonable attorneys fees) directly resulting from any demand, claim, suit, or judgment for damages to any property or bodily injury to or death of any persons, including, without limitation, the patrons, County, Town, agents and employees of either party hereto (including payment under any workers' compensation law or under any plan for employee disability and death benefits) which is caused by any negligent act or intentional wrongful act or omission of the offending party.

(b) County will not create or suffer, and will promptly discharge at its sole expense, any lien, claim, right, encumbrance, expense or charge on any part of the Premises created by the County. The County shall indemnify, defend, and hold Town harmless from and against any and all claims, demands and costs (including reasonable attorneys fees), liabilities, causes of action or judgments arising out of or in any way related to any security interest, lien or encumbrance or legal process in or against the Town arising from any action or omission of the County or asserted by any creditor of County.

(c) Town will not create or suffer, and will promptly discharge at its sole expense, any lien, claim, right, encumbrance, expense or charge on any part of the County's property created by the Town. The Town shall indemnify, defend and hold County harmless from and against any and all claims, demands and costs (including reasonable attorneys' fees), liabilities, causes of action or judgments arising out of or in any way related to any security interest, lien or encumbrance or legal process in or against the County arising from any action or omission of the Town or asserted by any creditor of Town.

18. Severability. All rights and restrictions herein apply only to the extent they do not violate applicable law and are limited to the extent necessary to be enforceable. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.

19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

20. Assignment and Subletting. The parties may not assign its rights and obligations under this Agreement without the prior written consent of the other party.

21. Notice. Any notice required or permitted to be given with regard to this Agreement shall be in writing and shall be deemed given five (5) days after delivery to Federal Express, or other express delivery service, charges prepaid, addressed to the County Manager in the case of any notice to the County and to the Town Manager in the case of the Town, at their respective addresses first written above, or to such other representative at such other address as either party may designate by written notice as provided herein. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent.

22. Construction. Headings at the beginning of any section, subsection, or subpart are solely for the convenience of the parties and are not a part of, and shall not be used to interpret, this Agreement. This Agreement shall not be construed as if it had been prepared by one of the parties. Unless otherwise indicated, all references to sections and subsections are to this Agreement. References to sections include all subparts and subsections of the referenced section. All Exhibits referred to in this Agreement are attached and incorporated by this reference.
23. Counterparts. This Agreement may not be executed in counterparts, each of which shall be deemed to be an original, and taken together shall constitute one and the same instrument.
24. Entire Agreement. This Agreement contains the entire agreement of the parties and there are no representations, inducements, or other provisions other than those expressed in writing. All changes, additions or deletions hereto must be in writing and signed by all parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by its duly authorized representative as of the day and year first above written.

RUTHERFORD COUNTY

By: _____

Name: William Eckler, Chairman
Board of Commissioners

TOWN OF FOREST CITY

By: _____

Name: Dennis Tarlton, Mayor



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Legislation Text

File #: ID 14-213, **Version:** 1

Meeting Date: March 18, 2014

Local Industrial Incentive Grant - Project VSC (Trelleborg Coated Systems US, Inc.)

Summary:

A local industrial incentive grant for Project VSC (Trelleborg Coated Systems US, Inc.) will be presented at the March 18 meeting for the Board's consideration.

Budget:

Contact Information:

Matt Blackwell, Economic Development Director
248-1716
matt.blackwell@rutherfordcountync.gov

Recommended Motion:

Approve local industrial incentive agreement.



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Legislation Text

File #: ID 14-211, **Version:** 1

Meeting Date: March 18, 2014

Goals for Rutherford County

Summary:

The Board may wish to follow the procedure below in their goals' discussion.

- A. Review last year's goals and the accomplishments (see the attached.)
- B. Solicit ideas for goals from each of the Commissioners.
- C. Begin discussions on prioritization.

Budget:

Contact Information:

Carl Classen, County Manager
287-6060
carl.classen@rutherfordcountync.gov

Recommended Motion:

Discussion.

Adrienne Wallace

From: Carl Classen
Sent: Thursday, March 13, 2014 2:38 PM
To: Bill Eckler; Bo Richard; Eddie Holland; Greg Lovelace; Julius Owens
Cc: Hazel Haynes; Adrienne Wallace
Subject: Goals Meeting Preparation
Attachments: 2013 Commissioner Goals Summary.doc; 2013 Departmental Accomplishments 3.10.14.pdf

Dear Commissioners –

In speaking with Chairman Eckler, our hope Tuesday evening is to accomplish the following:

- A. Review last year's goals and the accomplishments. (see attached*)
- B. Solicit ideas for goals from each of the Commissioners
- C. Begin discussions on prioritization.

Our goal for Tuesday's meeting is to get through items A and B and to start work on C before adjourning no later than 8pm. The Board would take up further prioritization discussions at your March 28 Agenda/Goals Meeting.

Please come prepared to discuss issues or projects you would like to see the County address in the coming three years and which of those items (or how much of each) you feel should be accomplished by the end of FY2014-15.

Many thanks. Please contact me with any questions.

Carl

** - A copy of this email and the attachments will be put in your box this afternoon*

Carl Classen
County Manager
Rutherford County, NC
(828) 287-6060

Pursuant to North Carolina General Statutes, Chapter 132, et. seq., this electronic mail message and any attachment hereto, as well as any electronic mail message(s) that may be sent in response to it may be considered public record and as such are subject to requests for review.

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Rutherford County Commissioners 2013 Goals Summary

- **Infrastructure Planning:**

1. Improve water and sewer system to meet current and anticipated needs
 - a. Capacity
 - b. Location
 - c. Coordinate with other systems
 - d. Service impacts
 - e. Financing
 - f. Health
 - g. Development

As Number 1 Goal, plan for location (prime areas for industry), financing assistance (to lower cost of capital), and facilitate direct delivery of services from others.

Other goals which are part of infrastructure:

1. Expand fiber
2. Extend cell coverage
 - (a) What is their barrier for entry?
 - (b) Suggest locations for service areas/towers
 - (c) Use financial incentives for locations; build other complementary infrastructure

Strategy: County Manager with the assistance of staff will develop infrastructure planning and return to the Board with recommendations. He will provide an overall strategy in budget message addressing financing, location, and health issues.

If the county desires infrastructure, this will incur debt.

- **Sense of pride in schools**

1. Educate about the relationship between low education standards and higher costs of providing human services through the county (e.g. DSS, Truancy Court, etc.)
2. What can County Commissioners do to partner with schools and others to help this situation?

- **Coordinate PIO function**

1. Media
 2. Citizens: what's available to them; solicit their feedback on quality and type of services; close feedback loop from citizens to manager/department heads/Board of County Commissioners
 3. Records requests
-

- **Project Planning**

- 1, Build new Library in southern end of County
 - (a) Consider in design of EMS building to share space
 - (b) Identify staffing and service implications. What will it cost to staff and operate this facility?
2. Complete EMS planning in southern end of County
(Already underway)
3. Build in 911 redundancy
 - (a) Revisit prior plan
 - (b) Identify viability of that plan
 - (c) Explore with others (Polk, state regional backup center)

- **Locate a Permanent Home for Farmers' Market**

The Commissioners identified the top three priorities which the Board had selected.

- 1. Infrastructure planning which includes cell, broadband, water and sewer**
- 2. Coordinated public information**
- 3. EMS site in southern end of county**