

CITY OF CHERRYVILLE  
CITY COUNCIL WORK SESSION  
MONDAY NOVEMBER 25, 2013 @ 3:00 PM  
CHERRYVILLE FIRE DEPARTMENT  
TRAINING ROOM

The Honorable Mayor Austell called the meeting to order. Present were Councilmember's David Kiser, Rick Campbell, Malcolm Parker, and Brian Dalton. Also present City Manager Ben Blackburn, City Clerk Paige Green, City Attorney Palmer Huffstetler Jr., Public Works Director Brandon Abernathy, Planning and Zoning Director Richard Elam, Fire Chief Jeff Cash, Captain Cam Jenks, Police Chief Chad Hawkins, Finance Director Dixie Wall, Mayor Elect H.L. Beam III, Councilmember Elect Jill Puett. Michael Powell was present for media coverage.

ITEMS FOR DISCUSSION/ACTION:

DISCUSSION OF ITEMS ON THE AGENDA & VOTING, MAYOR ROBERT AUSTELL:

Mayor Austell shared that the items on the work session agenda are primarily for discussion and citizens are no longer allowed to speak on each agenda item. Votes are only taken when an item being discussed is a time sensitive item.

Rodney Bowyer raised his hand and asked if citizens were allowed to speak at the work session meeting and Mayor Austell told him no that the work sessions were for items to be discussed so they could be voted on at the next City Council meeting. Mr. Bowyer said that he thought citizens had three minutes to speak and Mayor Austell shared that the rules had changed because every item was becoming a public hearing because of so many comments from citizens. Citizens are only allowed to speak if they have been invited to do so.

DISCUSSION OF BB&T PROPERTY, TIM MOSS:

Mr. Tim Moss of Houser Drug addressed the Mayor, City Council, staff and citizens of the work session meeting. He passed out a handout that had updates on where they stand with purchasing the BB&T building located at 100 W. Main Street.

Councilmember Parker asked if they had the right to hear from Mr. Moss or Mr. Beam under the privacy act. Councilmember Parker stated that the contract and the check were both signed by Mr. Beam and he was not sure if this matter could be discussed with anybody else but Mr. Beam.

Mr. Moss spoke up and said that he felt like since he was the one handling the inspection of the BB&T building that he should be the one to speak about it. Mr. Moss shared that he had spoke with two or three Councilmember's on individual basis about the building and he has the information together to share with them.

City Attorney Palmer Huffstetler Jr., shared that this is a matter of public record therefore Mr. Moss could speak.

Mr. Moss shared the following: "I hope I can say this in its entirety, as it is going to take a few minutes to get this whole subject out and I will answer any questions at the end if that will be ok."

Mayor Austell told Mr. Moss to take all the time he needed.

Mr. Moss continued, "I want all of you to think back to the first time you bought a house. You had an inspection performed for termites, the roof checked, the electrical and plumbing checked out. If anything was bad the deal would not go through on that house. We made an offer for the BB&T building in good faith that it would pass inspection and that this deal could go through. When we started we had to gather information that you all had that would have helped in this process. We asked for the roof guarantee that you had, but to this date I do not have that guarantee. That guarantee only covered that one spot you had a leak in and it was fixed six years ago. We asked for the plans that you had drawn up to remodel to make sure the building was up to code. It took two months for our contractors to go through Richard Randall a member of the Chamber to get those plans. I will take responsibility for some of the delays in getting this totally inspected but you all took two months to get me part of the information that we needed. In all I put two months on you and two months on Houser Drug. I called Ben Blackburn, and Ben correct me if this is right or wrong, on approximately October 4th give or take a few days. Is that correct?"

Mr. Blackburn answered, "Yes."

Mr. Moss said, "That's fifty three days ago to tell him that this deal could not go down without us renegotiating. Ten days later, and Malcolm you correct me on this also, on October 14<sup>th</sup>, and I know it's that date because that the day you voted on a new ABC Board member. I conveyed the same information to Mr. Malcolm Parker. Is that correct Malcolm? October 14?"

Councilmember Parker stated, "That you were still looking at."

Mr. Moss shared, "that the deal could not go down with renegotiations or concessions."

Councilmember Parker said, "That's right."

Mr. Moss said, "Exactly. Malcolm Parker on the same phone forty three days ago this deal was off without renegotiating the deal. To this day I have not had any conversation from your side about renegotiating this deal or the details why we could not proceed. No body from this Council or the Mayor asked me why we would not proceed. Is that correct gentlemen?"

Mayor Austell responded by saying, "that's incorrect."

Councilmember Parker said, "Let me say this."

Mr. Moss stated, "No I asked you a question. Did anybody from your Council call me?"

Councilmember Parker said, "When you approached me my answer was, you need to bring it in front of the Council."

Mr. Moss responded by saying, "I asked for somebody to call me and tell me where I could meet but to this day has anybody called me from the Council?"

Mayor Austell responded by saying, "Tim I have."

Mr. Moss responded by saying, "After I talked to Ben and told him that I had heard nothing." Mayor Austell began to say something and Mr. Moss asked him to let him finish. Mr. Moss continued, "In March we put money down on an offer to purchase the old BB&T building if the building passed inspection and was up to code. We had made an earlier offer that I mentioned to Mr. Campbell a couple months before that that was a low offer, he laughed at my offer, and that we would absorb some of the problems if

accepted. After three renegotiations on your part you accepted our bid but we stated in that meeting, which you don't have in your part of the minutes that you are using for this meeting. We stated in that meeting that it would have to pass inspection and code. We would finalize the deal after the inspection. Now to the inspection."

"We were told from day one by your supervisor over the utility department, that the building was asbestos free. That is not true. You have asbestos on floors two and three of that building. I would think that would be enough to void an offer in itself. What good is a three story building to us if only one story is asbestos free. I would guess that is why you removed the first floor by city employees. The cost is extravagant for a hazmat team to perform what has to be done before any renovation can go on. I have sense been informed by Mayor Bob Austell that we were never told the building was asbestos free. We knew that floors two and three has asbestos. Then why were we told by your employee that it was asbestos free."

"Second, the roof that you said was fixed and guaranteed for ten years. You can tell if you've been in there, I will ask each of you a question. Have any of you been in that building since we made you this offer?"

Mayor Austell and all Councilmember's stated that they had not been in the building.

Mr. Moss continued, "OK have you been in it since ya'll purchased it?" Several said yes. Mr. Moss continued, "You can tell there has been significant damage by a leak that was left for quite some time. To the rafters in the upper floor there has been a repair to the beams in that part of the roof. I asked for the paper work on the guarantee for the ten year guarantee. To this date I have received nothing. So we had our inspection and he, by the highlighted section on your inspection page which is page two or three I believe in orange, states that the roof has problems. We need an engineer or you need an engineer to verify that the work was done on the rafters and it's in ok shape. So we also had a second inspection done by Gastonia Sheet Metal. They stated that the one area you had fixed was ok before you left on that guarantee but there was substantial amount of water on the other end and that there was a problem that needed to be addressed immediately. Either replaced or repaired. I believe that in itself would be enough to void the offer to purchase the building. We were told the roof was fixed but we found the opposite to be the truth. The roof needs to be repaired or replaced."

"Third, we asked for plans that we thought would show us that the building was up to code, fire code that is. It took us two months to receive those plans after our contractor had to go through Richard Randall of the Chamber to get them. You can see the plans that show that the building was not up to fire code, and in your plans a new set of stairs would have to be erected before the building would pass code for us to remodel. I believe that is the reason the City did not move forward with their plans when they saw the cost of getting the building up to code and its requirement for fire. We were never informed that the building was not up to code by anyone from the City. I believe that in itself would be enough to void the offer to purchase the piece of real estate. The building is not up to code. Forth in our process we were informed by our architect the building was not up to fire code and would have to have a sprinkler system. Another one of the items that was not conveyed to us by the City representative. In researching the cost of a sprinkler system, we found the City doesn't have enough water pressure to even get the water up to the top floor of the bank building. We would have to have at least a four inch tap if not more and a booster to get water up to the third floor. This would come as a charge from

the City to the tune of \$35,000 to \$40,000 dollars. I believe that would itself be enough to void our offer to purchase. In all folks we have four items and more if we went into detail to void our offer to purchase. The problems with this building, which are four or more, make this offer null and void. We have estimates for up to \$350,000 on a building that we were lead to believe was up to code and ready to renovate. So for \$550,000 we would still have a building that still needs to be renovated. Gentlemen we would then have a building that would be worth a million dollars that only has a tax value of \$650,000. I believe any of you should see why this offer is null. The building did not pass inspection. As I said earlier, I am sorry for the length of time but I will take responsibility for two months and I will give two months to the City. To this day we still have not received the roof document. Ben, did I not call you approximately two months ago and say this deal was off unless we renegotiated?"

City manager Blackburn responded by saying, "You said that you did not see how this deal could go forward without us renegotiating."

Mr. Moss then said, "Malcolm did I not call you one week later and convey the same message to you?"

Councilmember Parker responded by saying, "You did and what did I explain to you? That you needed to bring it in front of the Council."

Mr. Moss said, "That's right and I asked you to tell me a time when I could come and I could get it done."

Mr. Moss went on to say, "Now the money issue. It was after this time that the check was cashed. On 10/28/13 seven months after it was written. That is twenty four days after I conveyed to Ben that we had problems with the building and we needed to talk. And two weeks after I talked to Malcolm. Why if this money was the City's, was it not deposited into an escrow account from day one? All the real estate agents I have spoken with and lawyers said that this money should have been put in a third party escrow account. Why would any bank cash a check that is seven months old? Most checks that old are void after 180 days or 6 months. Why would you not call Don and inform him that you were cashing the check? Why would you do it underhandedly without the full knowledge of all parties involved? Gentlemen, I would think that you would want to do the right thing. For the one business in town that has backed each of you in the troublesome times we have had. We have backed you 100%. The one business that has tried and was trying to help revitalize the downtown. The only business that has participated in the downtown store front revitalization program to the tune of approximately \$25,000 out of our pockets. And now we employ five times the employees that we started with twenty one years ago. This gentleman has donated \$10,000 to the Cherryville High School Foundation Group. He donates \$10,000 a year to Cherryville Area Ministries Group. Gentlemen, I voted for each of you in your respected terms. Ben I would have voted for you if I had the opportunity. I put my faith in you to do the right thing for the City. In this matter I feel we have been victimized for trying to help you and the City. I feel like this money is trying to be extorted from us for no reason at all. For trying to help you unload a building that has numerous problems were being charged \$20,000. In six years you have had no one, and I repeat no one, offer you one red cent for a building that you paid \$320,000 for. We offered you \$200,000 if the building passed inspection. Remember those words, passes inspection. Gentlemen, and ladies, if this was your first house and you made an offer and it had this many problems

would you not void your offer? In every real estate transaction, and I have talked to three real estate agents, there is due diligence and respect to inspections if any problems arise you can pull your offer. Gentlemen, I hope you can see that in this matter you have nothing to gain and a lot to loose. You didn't have the money in the first place, why would you not refund it? I am not trying to threaten you, but we have talked with legal council and he has told us that we have a very legitimate case since you have no contract with us and only an offer to purchase if the building passes inspection. Gentlemen, can you really say you believe this building passes inspection?

Councilmember Dalton responded by saying, "I don't think you can say that either though when you were going to buy it. I think everybody in town knew that building was in bad shape."

Mr. Moss responded by saying, "That what the paper states, that's the contract we are using says, if the building passes inspection. I guess that is the contract we are using because I have been told we have a contract and if you will look on item two it says this offer further subject to a buyer obtaining a satisfactory home inspection and that is what you are using as your contract I guess Mr. Mayor am I correct?"

Mayor Austell started to respond and Mr. Moss asked him to let him finish and then they could ask all you want to. "And I would like for you to look at number nine also on the same contract you are using I suppose with one signature and no City signature on it. This offer shall remain open until blank blank and blank and if not accepted by said time, this offer will be deemed resended and all deposits shall be refunded. So if this is the contract that you are saying is your contract, it didn't pass inspection and it says on number nine, you will return all the profit. So I'd like to see your contract when we get through. Are you saying this building passed inspection, are you saying you deserve the money then I don't know why. Gentlemen, I believe if you look deep into your hearts you can see what the right thing to do in this matter. If not your not the people I voted for. You have become mere politicians and not the people trying to do what's right by all citizens. Why should you punish or extort money from business's, citizens or friends that have tried to help you. That have backed you and this City through hard times. People have put their faith in you to do right by them. Lastly gentlemen, I have lost sleep over this matter and have lost my ability to judge why you would go to these extremes to keep money that is not yours or the City's. But mostly why would politicians penalize or try to steal from people that have done right thing. We followed exactly what we told you we would do in this matter. I am sorry about the length of time but if you have tried to get contractors, inspectors and architect to move in a timely fashion. We still have not received the City's paper work on the roof. I understand you had expenses occur by this process and we are willing to compensate you \$2,000 for this. We have had numerous expenses ourselves that we will never recoup. We had architect fees, inspector fees, design firms, and I sent you a copy of the design we had drawn up. As you can see it cost us money also. Money that we cannot recover. Gentlemen, I've tried to handle this matter as honorable and faithful citizens of Cherryville. I did not and do not want to bring anymore shame and disgrace to this town but I will and my partners will do what it takes to make this right by law. We have approached legal council Doug Arthurs and we will obtain him if we cannot bring this matter to a close in a timely fashion. I hope you have the best interest of Cherryville and all its citizens and business's at heart and do not want to go back in the papers. I know people see our truth and judges and jurors will see that

this building did not meet inspection. I would hope we could bring this matter to a close in one week. Sincerely, Tim Moss.”

Mayor Austell shared that he agreed with a lot of what Tim had to say and he knows that other around the table knew asbestos was in the building. Mayor Austell said that he never spoke on the issues in the building and the first time he had any contact with anyone was three weeks before this meeting. Mayor Austell said that he talked to Tim and wanted to get him to come to the work session and try to get this settled. Mayor Austell shared that he wanted it understood that he hated that this was an item on the table. Mayor Austell also said that the offer could be aborted at anytime. Mayor Austell said that he considered Tim to be a friend and he also considered H.L. Beam to be a friend, but this issue does go beyond friendship. The Mayor went on to say that this was not good for a lot of reasons and the only reason it is an item is because of the escrow money. Mayor Austell shared that he and the Council had been told by legal council that the escrow money did belong to the City. He shared that he had sat and watched money be carried out of City Hall and stolen but to give it away was another thing. Mayor Austell wants to make sure that the Council does what is legal. Mayor Austell asked City Attorney Palmer Huffstetler Jr. if he thought there should be more discussion between Council on this matter and Mr. Huffstetler responded that in his opinion the meeting should enter into a closed session to preserve attorney client privilege. Mayor Austell asked if the closed session would involve the other party and Mr. Huffstetler’s response was no. Mayor Austell asked the Council if they felt like they should enter into a closed session. Mr. Don Beam spoke up and asked if he could explain what he thought had happened. Mayor Austell welcomed Mr. Beam and any comments that he had.

Mr. Beam shared that the property did not pass inspection and they asked the City to negotiate. Mr. Beam shared that he does approximately eight to ten million a year in real estate. He has inspectors look at properties for him and tell him if it is worth the investment. Mr. Beam stated that they were asking the City to renegotiate because it was going to cost more than he wanted to invest. Mr. Beam shared that if he purchased the building it would need to be torn down and he did not want to be the one to bring the building down in order to build a drug store in its place.

Mayor Austell expressed his appreciation to Mr. Beam and told him that this was the first he had heard about renegotiating the deal.

Councilmember Dalton shared the same comment. Mayor Austell told Mr. Beam that this was the meeting to start the negotiating and get this matter settled. Mr. Beam shared that he has had to give people their escrow money back before when a deal did not go through. Mr. Beam shared that the land was worth money but he did not want to be known as the man that tore the bank building down. Mr. Beam shared that he thinks the bank building is a beautiful building and he would love to have an office on the top floor but it needed much work, like a sprinkler system. Mr. Beam understood it would take a seven inch tap. Mayor Austell told Tim that this was the time to renegotiate if they wanted to. Mr. Beam shared that the building is probably worth less right now than is owed on it.

Councilmember Dalton said, “Bottom line is I am with you 100 % but here is the reality. When that building was bought in 2006, they made the worst decision they could have possibly ever made to pay the amount of money for that building that they paid. I’ll

say it and I'll say it to anybody. For the amount of money they paid for that building, because it was in the same condition when they bought pretty much as it is now."

Mayor Austell shared that he is not supporting the people that bought the building. He was in the meeting but he did not vote. He went on to say that at the time that the building was purchased, it was bought for 60% of the tax value and they felt like it was a good buy at the time. To look at the building today in hind site it was not a good buy.

Mr. Beam shared that in 2007 the streets were rolling with money and people were getting bonuses. That is not the case today.

Mr. Moss asked the Mayor and Council where they stood if they did not accept their negotiation. He wanted to know if they would still be arguing over \$20,000. Mr. Moss felt like the offer he made to Councilmember Campbell was a very good offer considering the amount of work the building will need.

Councilmember Campbell said that Mr. Moss made him an offer of \$140,000 in the beginning.

Mayor Elect Beam asked Mr. Huffstetler how escrow money is handled. He shared that the escrow money was not the City's to begin with. Mr. Huffstetler stated that the money is not really escrow or earnest money like you would have with a normal to purchase contract. This purchase was made under General Statute 168.269 for property being sold by a municipality. It is not earnest money. It is a bid deposit and it is required by statue. There are no provisions for getting your bid deposit back if the property does not pass inspection. The minimum deposit that has to be put down is 5%.

Councilmember Dalton stated that he was going to say straight up and he did not want any secrets that he would vote to give them 10,000 back right now."

Mr. Moss shared that they did not want 10,000 they wanted it all."

Mr. Beam spoke up and said, "I will donate the other 10,000 to the City."

Councilmember Parker said, "If that is the case he would vote the same thing."

Mayor Austell said, "It sounds like we are out of it to me."

Councilmember Campbell shared that it needed to be a motion to be voted on and it could be because it is a time sensitive matter.

Councilmember Dalton shared that he did not feel like the City had the right to keep the whole \$20,000. He feels like the City is entitled to 10,000.

Mr. Beam shared that he hoped that something would go in the building and it would work out for the City.

Councilmember Campbell made a motion that the City give \$10,000 back and keep \$10,000.

Mr. Huffstetler asked where the two parties would stand with the contract after the exchange of money. Councilmember's Campbell and Dalton both spoke up and said null and void.

Councilmember Dalton seconded the motion and the vote was unanimous.

Mayor Austell expressed his appreciation to Mr. Don Beam.

Mayor Elect Beam shared that he was glad the issue was settled because it was going to cause a strain between him and the City Manager, the City Attorney, and Council as he enters into office December 9<sup>th</sup>.

Mr. Moss thanked everyone and shared that he hoped that he had not offended anyone with the truth. He apologized that maybe he had not been as forth coming but he was also trying to run a business at the same time. He did not receive the information from the

City that was needed but he also did not give the City the same information that he was getting. Mr. Moss kept thinking that someone would contact him because he was the one handling the deal.

Councilmember Kiser shared that he was glad the issue was over because it had been brought up at several meetings for an update and now it can be put to rest.

#### DISCUSSION OF ABC BOARD STATUTES, MAYOR AUSTELL:

Mayor Austell shared that the statutes changed some in the last session and the City has received a copy of the new statutes. The Council wanted clarification on some of the statutes and the City has come out to the good. Mayor elect H.L. Beam had shared in the past that while chairman of the ABC Board more funds were given to the City than had to be given. Mayor Austell shared that that was correct.

Mr. Blackburn shared that he had just received a phone call from Mr. Chris Knight of the NCLM about this matter. Mr. Knight had the wrong information and was going to consult with Mr. John Phelps, Assistant Council at the NCLM, so Mr. Blackburn had no update on clarification of the distribution statutes at this time.

Mayor Austell asked if everyone had a copy and they did. Mayor Austell pointed out the section called Working Capital (d). The distribution of revenue. Mayor Austell said the Council is trying to review the statutes and that they should know that the statutes are in place.

Mayor Elect Beam stated that the ABC Board must keep four months salary for all the employees (including part time) and for liquors that have already been ordered to be paid for. The salary includes retirement money for the two full time employees. Mr. Beam shared that the auditors keep a close watch on this and they have gone over the amount before on the maximum amount kept. The auditor told the ABC Board that they needed to give the City another check because their capital is over the maximum. This money has been given to the City.

Mayor Austell shared that he feels like Mr. Blackburn and Terry Fisher need to keep the lines of communication open and if any updates need to be done they need to be brought to the City Council unless the board wanted to use the capital money to cover the cost.

Mayor Austell shared that the ABC Board adopted the same travel policy as the City and the expense reports should come to the City.

Mayor Elect Beam shared that anytime the board members do travel, they are not allowed to spend any money on alcohol. The board is not allowed to buy any alcohol and the spouses have to pay their own way.

These are just a few of the items that the Council wanted clarification on.

#### DISCUSSION OF COMMITTEE/BOARD APPOINTMENTS, BEN BLACKBURN:

Mr. Blackburn addressed the Mayor, Council and citizens with the committee's that will need appointments for the December meeting.

Councilmember Dalton said that he is the liaison for the YMCA Board and he needs to be added to the list.

Mayor Austell asked that the Gaston Together be removed. He was on that board but was appointed by Gaston Together, not by the Council.

Mayor Austell shared that we should add the TAC and the TCC for the Gaston MPO. He explained how important these meetings are and how we need to continue to be a part of them. They have approximately 40 roads on the list for a 40 year plan.

Mayor Austell shared that he was guilty and passing the buck on this but he does not like the lack of communication we have with the Depot. The City owns the building but we are not involved with them. Councilmember Kiser is the liaison and no meetings have been held. The remodeling that has been done on that building is outstanding but we need to keep up with what is going on and show some ownership. This will be put on the January agenda.

#### DISCUSSION OF WATER FEES FOR GASTON COUNTY SCHOOLS, BEN BLACKBURN:

Mr. Blackburn shared that currently Gaston County Schools have an irrigation meter behind Starnes Auditorium that irrigates the football field as well as the baseball field that the school is not being charged for and never has. Mr. Blackburn called all the surrounding City's and Towns that have Gaston County fields and they all charge the school system that is within their limits. Mr. Blackburn shared that the water is metered but not billed. The City is missing out on several thousand dollars each year because of this.

Councilmember Dalton asked if the field on Ridge Ave is being billed and it is.

Mayor Austell shared that after talking to the Council everyone seems to think the school should be paying for this.

Councilmember Parker shared that he is the one that brought this to the City Managers attention and we also need to charge for sewer.

The City cannot charge for sewer on the irrigation meter to the fields because it is for irrigation.

#### DISCUSSION OF MAINTENANCE FEES FOR CEMETERY, PAIGE GREEN:

City Clerk Paige Green addressed the Mayor, Council and citizens with an issue that has come before the cemetery. Mrs. Green explained that with the surveying of the cemetery a section of the cemetery was marked for cremation graves only. On May 14, 2012 City Council voted new fees for this section of the cemetery. Currently the fees are \$300.00 for a 2x2 space for inside residence and \$400.00 for a 2x2 space for an outside residence. The opening and closing fees are \$300.00. The maintenance fee for an outside residence is \$300.00. In recent weeks several cremations have been buried on top of loved ones that were buried traditionally in a grave. The charge for the opening and closing is \$300.00. A price was never put into place for an outside resident that is buried on top of a loved one. The cemetery committee met and vote unanimously that a maintenance fee needed to be put in place for outside residents that have their cremated remains buried on top of a loved one.

Councilmember Campbell explained that inside residences pay taxes here and should not have to pay the maintenance fee but, outside residence should have to.

Councilmember Parker shared that he did not feel like it was fair because we could be charging the customer twice.

Councilmember Dalton said the maintenance fee is being charged at the time of death and it is only for residents that live outside the city limits.

Mayor Austell asked if we had any idea how often this would take place.

City Clerk Paige Green shared that there was no way to know but cremations are becoming more popular.

Councilmember Campbell said that we will see more and more if this in the near future.

This will be put on the agenda.

CONSIDERATION OF PROPOSAL FOR FIRE DEPARTMENT FEMA GRANT, JEFF CASH:

Chief Jeff Cash addressed the Mayor, Council and citizens with the following facts for a grant to purchase three mobile data terminals. A vote is needed for because it is time sensitive. Chief Cash shared the following:

**2013 Assistance to Fire Grant Fact Sheet**

**Goal:**

To apply for and be awarded an AFG grant to purchase three mobile data terminals for Engine 730, Brush 737 and Car 73. This would include all hardware, software and other necessary materials.

**Justification:**

The majority of emergency service departments are moving toward data terminals in apparatus. This technology has been proven beneficial for other emergency departments for many years where now EMS and the fire service are following closely behind.

Mobile Data Terminals will provide a direct link to the county's 911 communication system. This link will give more relevant information to our on duty staff such as, caller name, return numbers, better description of the type of call, fire inspection violations, police notations, pre-incident plans and GPS coordinates for hydrants.

**Grant Request:**

Total Grant	\$12,562.00
AFG Portion of Cost	\$11,933.90
City 5% Portion of Cost	\$628.10

### **Ongoing Cost:**

We are presently paying \$855.00 per year for our software yearly service contract. If awarded this grant it would allow us to switch over to a web based application that would lower the cost to \$589.00. We could also be charged a small yearly fee from Gaston County to maintain a link from 911 CAD to our web based software.

The grant would pay for the first year of wireless card services for the mobile data terminals. After one year we would add a cost of \$1,356.00 yearly to our budget for this service.

### **Outcomes:**

We should take the opportunity to apply for grants willing to fund these projects while they are offered. We are the only fulltime staffed department in Gaston County that does not already have this technology in use. There are two volunteer fire departments utilizing this service with several others in the process of getting onboard. This new service adds valuable information to our responders that helps provide safety for us and our citizens.

Councilmember Dalton shared that they took some heat over the sign in front of the fire department and wanted to know why it went over budget. Chief Cash explained that they did not add in the cost for the electrical that would be needed to supply the sign. The fire department did the work on putting in the electrical but a licensed electrician had to oversee the work and sign off on it. Chief Cash said that this project has been highly researched and there are no issues with this. Chief Cash also shared that over the past eleven years the fire department has brought in over a million dollars in grant money and they would like to add this to it.

Mayor Austell asked if the was in the budget.

Chief Cash shared that he does have this in his budget for the upfront cost of matching the grant and the ongoing cost will be with the air cards that will be approximately \$1,356.00 annually.

Councilmember Dalton shared that the fire department does have cushion in their budget currently in the budget.

Councilmember Kiser shared that we should take advantage of grants if we can.

Councilmember Campbell made a motion to approve the grant and Councilmember Kiser seconded the motion. The vote was unanimous.

### **OTHER BUSINESS:**

Councilmember Campbell gave a final report on the ABC board that was held Thursday night. Gail Jenkins attended her first meeting and everyone was cordial. Councilmember Campbell shared that a meeting has been called for December 9th at 6:00 pm to discuss the extension of contracts for the manager and the financial officer. Councilmember Campbell shared that the employees are afraid that this Council may

come in and fired one or both of them without warning. The employees are wanting to make sure that contracts are in place.

Councilmember Dalton shared that it sounded strange to him because the Council does not have the authority to fire those employees at the ABC store.

The board also voted for a Christmas bonus for the ABC store employees of 3.25% which will cost \$3,655.00 Terry Fisher the manager will received \$1,465.00 of that.

Councilmember Parker asked why the ABC board would come to the Council and share that they are broke and then turn around and give themselves a Christmas bonus.

Councilmember Campbell shared that they did say that if the board pays the City more than \$5,000 they would be in the red.

Mayor Elect Beam shared that a contract does not protect them for being fired.

Councilmember Dalton shared that he was told it would. He also stated that Mr. Blackburn the head employee with the City does not have a contract so why in the world would the manager of the ABC store have one. He stated that is made no sense and there is no reason for an ABC store manager to have a contract.

Mayor Elect shared that the Cherryville ABC store is ran no differently than others around us and all the other managers have contracts.

Mayor Austell shared that personnel and payment is their decision and not the City's however we are in a position to criticize them just as often as some of them has criticized the City.

Mayor Elect Beam shared that the updates that have been done is an investment to the City. He also explained that how the sales work and the demand of the customers.

Councilmember Parker shared that the City had an employee that was terminated earlier in the week and he was upset that he had to learn about it from the public. Councilmember Parker asked City staff to keep them informed of any changes.

Councilmember Kiser shared that last year the December work session was cancelled, in December last year but the work session was held the first week in January.

Councilmember Campbell shared that recently the Thanksgiving dinner for the community was held and 210 people were fed. 110 came in to eat and 100 got boxes to go. Next year the time may be backed up an hour.

Councilmember Kiser mentioned that the Parkway restaurant is now open.

Mayor Austell asked Mr. Blackburn to get with Richard Randall about a ribbon cutting for Parkway Restaurant.

Rodney Bowyer asked to speak and he said he feels like the Council tries to leave the citizens out of decisions that are made and a lot of people are unhappy about it.

Councilmember Dalton told Mr. Bowyer that he can get an agenda before any meeting and he can make comments to the Mayor and Councilmember's before the meetings. Councilmember Dalton does feel like citizens to be heard should be put back at the front of the agenda so the citizens can speak on any agenda item they wish.

ADJOURNMENT:

Councilmember Campbell made a motion to adjourn the work session. Councilmember Parker seconded the motion and the vote was unanimous. The work session adjourned at 4:18 pm.

Adopted this 4th day of December, 2013.

Robert D. Austell  
Mayor, Robert D. Austell

Paige H. Green  
City Clerk, Paige H. Green

(SEAL)