

Regular Session, January 22, 2013, 7:00 p.m.
Catawba County Board of Commissioners

Board of Commissioners

2013 State and Federal Legislative Goals 712 01/22/13

Closed Session

Attorney/Client Privilege 713 01/22/12

County Attorney

Quitclaim Deed – Dagenhart property 713 01/22/12

Finance

Renewal of five year lease with Charter Communications 706 01/22/13

JCPC

Risk and Needs Priorities 709 01/22/13

Resolution

Charter Lease 706 01/22/13

Social Services

Annual Report of the Community Child Protection & Fatality Prevention Team 709 01/22/13
Reinventing – Human Services Coordinator II

Utilities and Engineering

Solid Waste Management Franchise Agreement (first reading) 710 01/22/13

The Catawba County Board of Commissioners met in regular session on Tuesday, January 22, 2013 at 7:00 p.m. in the Robert E. Hibbits Meeting Room of the 1924 Courthouse, 30 North College Avenue, Newton, North Carolina.

Present were Chair Katherine W. Barnes, Vice-Chair Barbara G. Beatty and Commissioners Dan A. Hunsucker and Randy Isenhower. Commissioner Lynn M. Lail was present by teleconference.

Also present were County Manager J. Thomas Lundy, Assistant County Managers Dewey Harris and Mary Furtado, County Attorney Debra Bechtel and County Clerk Barbara Morris.

1. Chair Katherine W. Barnes called the meeting to order 7:00 p.m.
2. Commissioner Dan A. Hunsucker led the Pledge of Allegiance to the Flag.
3. Vice-Chair Barbara G. Beatty offered the invocation.

Chair Barnes noted that Commissioner Lynn Lail was participating in the meeting via teleconferencing and had all Board documents in her possession.

4. Vice-Chair Beatty made a motion to approve the minutes of the Board's Regular Meeting December 22, 2012.
5. Recognition of Special Guests: Chair Barnes welcomed all and specifically thanked the media for their coverage of the Board's meetings.
6. Public Comments for Items Not on the Agenda: None.
7. Appointments: None.

8. Consent Agenda: Prior to County Manager J. Thomas Lundy presenting two consent items, he recognized Phillip Overholtzer, librarian at the Maiden Branch Library, who is taking part in the Catawba County Leadership Academy. Mr. Lundy then presented the following items:

a. A request for approval of the renewal of a five-year lease with Charter Communications, LLC for 0.22 acres of land owned by the County and adoption a resolution authorizing execution of the lease. In 2003, Charter Communications constructed a 12 by 28 foot building between the County's Maintenance Facility and Hildebrand Creek off Radio Station Road and entered into a ten-year lease with the County for \$1,176 annually. From this site, Charter Communications supplies cable television and high-speed Internet access to approximately 10,000 customers in the Newton-Conover area. The current lease agreement expires on February 28, 2013. Charter requested renewal of the lease for an additional five-year period ending on February 28, 2018. The new lease includes a 10% increase to \$1,294 per year. Charter Communications will maintain general liability insurance, hold the County harmless from any liability associated with the property, and agrees not to sublease the property. The County has determined that this property will not be needed for County use for the term of this lease. The following lease and resolution applies:

LEASE AGREEMENT

AGREEMENT OF LEASE effective the 1st day of March, 2013, by and between Catawba County (hereinafter "Lessor") and Charter Communications, LLC (hereinafter "Lessee").

WITNESSETH, that in consideration of the rent and covenants herein contained on the part of Lessee to be paid and performed, Lessor does hereby demise and lease unto Lessee that certain unimproved property adjacent to Lessor's maintenance facility on Radio Station Road, located in the City of Newton, Catawba County, North Carolina, being a portion of Parcel Identification Number 3730-14-43-8587 (hereinafter the "Demised Premises") more particularly described as:

Beginning at a new point in the centerline of Radio Station Road, said point located along a circular curve to the right having a radius of 1097.50 feet and a distance of 214.97 feet from the common corner of Carillon Assisted Living of Newton (Deed Book 2191, Page 531) and the City of Newton property (Deed Book 2175, Page 260) in the centerline of said road. Thence with the arc of a circular curve to the right having a radius of 1097.50 feet and a distance of 100.46 feet to a point in the centerline of Radio Station Road. Thence with the centerline of said road South 89° 26' 58" East 19.23 feet to a point in the centerline of said road. Thence leaving Radio Station Road South 02° 05' 38" East passing a new 1/2 inch rebar at 30.03 feet marking the southern right-of-way of Radio Station Road. Thence continuing the same course a distance of 81.65 feet for a total distance of 111.68 feet to a new 1/2 inch rebar, a corner of Catawba County. Thence with two new lines of Catawba County North 87° 38' 05" West 120.00 feet to a new 1/2 inch rebar. Thence North 02° 05' 38" West 73.25 feet to a new 1/2 inch rebar, corner marking the southern right-of-way of Radio Station Road. Thence continuing the same course, namely North 02° 05' 38", West 30.03 feet a total distance of 103.28 feet to the point and place of Beginning, as shown on a survey by J. Mike Honeycutt, dated November 20, 2002, and titled "Boundary Survey for Catawba County" containing 0.30 acres total.

TO HAVE AND TO HOLD for an initial term of five (5) years, commencing on the 1st day of March, 2013, and ending on the 28th day of February, 2018.

This Lease is made upon the following terms and conditions:

1. Lessee shall pay to Lessor the sum of One Thousand Two Hundred Ninety-Four Dollars (\$1,294.00) per annum. Rental shall be paid, without demand or notice from Lessor, in one lump sum payment, on or before the first day of November each year during the term of this lease, or any extension hereof.
2. Lessee shall have the right and option to renew this lease upon all the same terms and conditions as herein set forth, excluding rental, which shall be renegotiated by the parties. To exercise such renewal

option, Lessee must give Lessor at least sixty (60) days written notice before the expiration of the term of this Lease.

3. It is agreed and understood that any holding over by Lessee of the Demised Premises after the expiration of this Lease or any renewal hereof shall operate and be construed as a tenancy from month-to-month on the same terms and conditions herein contained, excluding rental, which shall increase during any holdover period to One Hundred Seventy-Six Dollars (\$176.00) per month.

4. Lessor, during the term of this Lease, shall pay all taxes and assessments imposed by any governmental agency or political subdivision which are levied against the Demised Premises.

5. Lessee shall use the Demised Premises for the sole purpose of maintaining a 12 x 28 foot building and appurtenant cable facilities (fiber optic and other cables, active electronic facilities, etc.) as necessary for distribution and reception of its broadband signals/communications) for its cable business. It is the intention of the parties that the Demised Premises remain unimproved, save for the aforesaid 12 X 28 foot building and the aforementioned related facilities.

6. During the term of this Lease Agreement, or any extension hereof, Lessee shall have access to the Demised Premises by an existing driveway from Radio Station Road unto Lessor's property adjacent to said Demised Premises. Lessee shall have the right, at its sole expense, and with prior approval from Lessor, to construct and maintain a separate driveway or access (and appurtenant parking space) from the driveway currently extant on Lessor's adjacent property, unto the Demised Premises. It is the intention of the parties that no additional driveway will be cut into Radio Station Road to serve the Demised Premises.

7. Lessee at its own expense shall maintain general liability insurance on the Demised Premises. Such policy of insurance shall contain an endorsement whereby the insurance company waives any right of subrogation against Lessor, and whereby Lessor will be given thirty (30) days written notice before the cancellation or substantial change in coverage of said policy.

8. Lessee shall save Lessor harmless from any liability for damage to any person, firm or corporation, including specifically employees or contractors working for Lessee, occasioned by or resulting from accidents on the Demised Premises during the term of this Lease to the full extent arising from the acts or omissions of Lessee, its agents, employees, contractors or invitees. Lessee shall defend all legal actions or suits, whether brought before the expiration of this Lease or thereafter, which are commenced to recover for injuries occasioned by such accidents. This obligation of Lessee shall extend to both injuries to persons and to property.

9. Lessor warrants that Lessee shall have the peaceful possession and quiet enjoyment of the Demised Premises during the term of this Lease and that Lessee may use same as stated in paragraph 5 above, for the installation and maintenance of a utility control box, which use shall be conducted in a proper, lawful and reputable manner.

10. Lessee agrees that it will not assign nor sublease this Lease without the express written consent of Lessor, which consent may be withheld by Lessor with or without good cause.

11. If Lessee shall fail to pay to Lessor the rent and/or other sums of money payable to Lessor when due and payable hereunder, or in case Lessee shall fail to comply with any other provision or condition of this agreement upon its part to be kept and performed, and shall fail to cure such nonpayment/noncompliance within thirty (30) days of receiving written notice thereof, or if Lessee shall file for bankruptcy, or shall make an assignment for the benefit of creditors, or if a receiver of any property of Lessee in or upon the Demised Premises be appointed by any action against Lessee, and such action shall not be vacated or annulled within sixty (60) days, it shall be lawful for Lessor to re-enter the Demised Premises, and again possess same as if this Lease had not been made, and everything herein contained on the part of Lessor to be done and performed shall cease and determine without prejudice. In such event Lessee shall remain fully responsible for all rental payments as they become due for the remaining term of this Lease Agreement, unless and until the Premises are re-let by Lessor to a third party in which case Lessee shall be responsible for the difference, if any, in any rent or monies due from such third party lessee if such third party rent is less

than that due from Lessee hereunder.

12. No failure to insist on performance in any instance of any obligation hereunder shall be deemed a waiver of such performance or any subsequent performance of such obligation or of the performance of any other obligation hereunder.

13. For all purposes hereunder, including payment of rental, the address of the parties hereto are as follows:

Lessor: J. Thomas Lundy
County Manager
Catawba County
Post Office Box 389
Newton, North Carolina 28658

Lessee: Charter Communications
1121 Lenoir Rhyne Blvd. SE
Post Office Box 2989
Hickory, North Carolina 28603

14. It is expressly understood and agreed by and between the parties hereto that this Lease Agreement sets forth all the promises, agreements and understandings between them.

15. This Lease Agreement may be executed in multiple counterparts, however, each part so executed shall be deemed an original.

IN WITNESS WHEREOF, the parties hereunto have set their hands on the day and year above first written.

CATAWBA COUNTY BOARD OF COMMISSIONERS

RESOLUTION NO. 2013-

**AUTHORIZATION TO EXECUTE LEASE WITH
CHARTER COMMUNICATIONS LLC**

WHEREAS, Catawba County is the owner of a 0.810 acre tract of land along Radio Station Road, further identified as Parcel Identification Number 3730-14-43-8587; and

WHEREAS, Charter Communications LLC currently leases 0.22 acres, being a portion of the above-referenced parcel, and being recorded in Deed Book 2436 at Page 755 in the Catawba County Registry; and

WHEREAS, the current lease expires on February 28, 2013 and Charter Communications LLC desires to continue to lease this 0.22 acre tract of land for an additional five year term; and

WHEREAS, under the new Lease, effective March 1, 2013 through February 28, 2018, Charter Communications LLC will pay the County annual rent in the sum of \$1,294.00.

NOW, THEREFORE, the Catawba County Board of Commissioners does hereby authorize its Chair, Katherine W. Barnes, to execute the five year Lease for the above-referenced property, in accordance with NCGS § 160A-272.

This the _____ day of January, 2013.

Katherine W. Barnes, Chair
Catawba County Board of Commissioners

b. A request for Board approval of risk and needs priorities for the Catawba County Juvenile Crime Prevention Council (JCPC), as recommended by the Council after review of court data, with input from juvenile court counselors and funded programs.

The JCPC is an organization established by the State of North Carolina's Department of Public Safety. Membership is determined mostly by the North Carolina Statute establishing the JCPC. Representatives are those involved with youth. The JCPC is advisory to the Board of Commissioners, and exists to identify risks of youth in the community, prevent crime among at-risk youth, review court data and identify needed programs to provide intervention and prevention. Funding is allocated by the State, then distributed to the County and then to programs.

The JCPC must follow a process each year that begins with prioritizing risks and needs, with the final step being approval of a funding plan. The risks and needs priorities are determined in the fall/early winter, and the approval of the funding plan occurs in the spring. JCPC identifies risk factors, based on court data; develops a list of priorities to address the risk factors; and reviews and approves the priorities. Once priorities are developed, JCPC advertises to invite programs to submit proposals to address risk factors, reviews proposals and recommends a funding plan to the JCPC. In the spring, and once proposals are received, JCPC develops an annual plan and submits the plan to the Board of Commissioners.

Based on the review and input and consideration of JCPC discussions over the past year, the list of priorities for funding for the next fiscal year are: 1) Psychological services/assessments; 2) Substance abuse; 3) Crisis beds/emergency shelter; 4) Sexual offender; 5) Counseling; 6) Home based family services; 7) Restitution/community service; 8) Parenting; 9) Mediation; 10) Interpersonal skills; 11) Mentoring; 12) Residential group homes; 13) Teen court and 14) Structured day.

Chair Barnes asked if any Commissioner wished for an item to be broken out of the consent agenda and none was requested. Commissioner Hunsucker made a motion to approve the consent agenda and the motion carried unanimously.

9. Departmental Reports:

A. Social Services:

Social Services Director John Eller and Public Health Services Manager Jennifer McCracken presented the annual report of the work of the Community Child Protection & Fatality Prevention Team. This annual report is to update and keep the Board informed on activities to date. Upon acceptance by the Board, the Annual Plan will be submitted to the State.

The Catawba County Child Protection Team was established in 1992 as the result of an executive order by Governor James Martin. North Carolina later mandated a Child Fatality Review Team and Catawba County elected to combine the two into a single team as allowed under State guidelines, which first met in 1995. The combined teams have met quarterly since inception, except for specially called meetings.

This report addresses the work of the Community Child Protection and Fatality Prevention Team. The Child Protection Team has the legal responsibilities for reviewing cases of child fatalities when the family is known to Social Services, and identification of areas in Protective Services needing improvement in order to maximize the safety of the community's children. The Child Fatality Team's purpose is to provide a multi-agency, multi-disciplinary approach to study cases of childhood death in Catawba County in order to attempt to reduce child fatalities. The local directors of Social Services and Public Health have specific responsibilities for each team. Efforts continue to be made for the group to review additional individual Child Protective Services issues and satisfy the State's agreement with the federal government to use Child Protection Teams as a review mechanism in the Child Protective Services arena.

The Community Child Protection and Child Fatality Prevention Team has worked diligently in 2012 on fatality reviews; a Child Sexual Abuse Protection and Community Protocol; awareness and referrals from physicians; awareness regarding the dangers of distracted driving among teens; Signs of Safety Training;

development of a "Neglect with Injury" protocol with law enforcement and Social Services; planning for an Infant Safe Sleeping Campaign in 2013, a community wide plan to address the needs of children and families and work across agencies and systems to develop a collective strategy to deal with the priorities identified; a Child Data Snapshot with system wide information about the status of children; and support of community initiatives such as Darkness to Light: Stewards of Children, Children's Vigils, Pinwheels for Prevention, Period of Purple Crying and the Yellow Dino campaign at Hickory Crawdads Stadium. The Board commended both Mr. Eller and Ms. McCracken on the work of this team. Chair Barnes confirmed that the Catawba County Youth Council had been involved in these efforts. Commissioner Hunsucker made a motion to accept the report. The motion carried unanimously. (It was noted that the teleconferencing equipment had disconnected during this presentation and Commissioner Lail did not vote on this matter as she did not hear the presentation. The connection was re-established and Commissioner Lail rejoined the meeting).

Chair Barnes then recognized Boy Scout Tristan Propst from Troop 235 of Mt. Zion Lutheran Church who was present at the meeting working on his citizenship badge.

B. Utilities and Engineering:

Utilities and Engineering Director Barry Edwards presented a request for the Board to grant a new exclusive solid waste management franchise to Republic Services of NC, LLC, (formerly known as GDS) for solid waste management and disposal services in Catawba County, for a period of ten years, with an option for a four year extension by mutual agreement of both the County and Republic Services. This must again be approved at the Board's February 4, 2013, meeting in order for the agreement to meet requirements of the North Carolina General Statutes.

The new franchise agreement will substantially increase the number of items collected for recycling across Catawba County, with further expansion of items collected as needed over time; begin "single stream" collection of recyclable commodities so recycled materials would no longer have to be separated at curbside; enhance the collection of yard waste; increase Republic Services' investment in Catawba County by \$13 million; and protect over 150 local jobs.

In 2003, the Board granted an exclusive solid waste management franchise to Republic Services for a ten year period beginning July 1, 2004, which will expire on June 30, 2014. The new franchise will take effect on July 1, 2013, and end on June 30, 2024, with an opportunity for a four year extension by mutual agreement of both the County and Republic Services.

Benefits to Catawba County citizens from the franchise agreement will include:

- Republic Services will convert to a single stream recyclable commodities collection for residences by January 1, 2014, which is one year earlier than expected under the current franchise. Use of a single stream will mean citizens will no longer be expected to separate different kinds of recyclable materials.
- The single stream collection will expand the types of materials that can be recycled at the curbside beginning October 1, 2013, and include a large roll-out cart for recyclables for every household customer. Republic Services would add the collection of aluminum foil, paper, mixed paper, computer paper, office ledger, copier paper, memos, envelopes (with or without windows), adding machine tape, NCR paper (carbonless), colored paper, empty plastic bottles and containers (numbers 1-7), cardboard, pizza boxes, waxed cardboard, all types of glass, shrink wrap, grocery bags, upholstery cloth and other non-hazardous recyclable containers.

Curbside collection is currently limited to aluminum and steel cans, glass bottles and jars, newspapers with inserts, magazines and phone books, and plastic bottles with a neck smaller than the base of the bottle.

- Seventy percent of existing Republic Services customers, who currently rent roll-out carts, will see a \$1 per month reduction in their bill. The remaining 30%, who do not currently rent any cart, will pay an additional \$1.50 per month for the standard carts. Standard 96 gallon carts will become mandatory for both recycling and regular household waste because special trucks will be needed to provide single stream and

automated collection. Sixty-five gallon carts, which are more easily handled by the elderly and disabled, will be available.

- Republic Services will provide a yard waste collection service to include small woody waste (wood and other yard waste such as leaves, vines, etc.) on an on-call basis for a fee of \$2 per 32-gallon bag collected. A minimum of \$20, or ten bags, will be required per service call. The current fee is \$1.50 per bag, but small woody wastes are currently excluded.
- In order to move to single stream recycling, Republic Services will upgrade its existing Material Recycling Facility (MRF) located in Conover, resulting in an increased local investment by Republic of \$12 million. The existing MRF will be converted to a single stream recycling facility over a one year period, becoming fully operational by July 1, 2014.
- Republic Services will agree to provide organic waste collection services in the future if desired or required by law, which may include but would not be limited to restaurant, fast-food, and cafeteria food waste, grocery store produce waste, and agricultural waste. This future collection service is included in the agreement because such services will be needed to manage probable future Federal and State Government landfill bans of organics from the waste stream. If required, Republic Services will provide service for all non-municipal residential, commercial, businesses, public schools, community college, hospitals, etc. in the County.
- Republic Services now provides only operators and container service at the County's five convenience centers. Under the new agreement, Republic Services will provide full management of the five Convenience Centers, including waste and recyclable collection, County landfill disposal fees, site maintenance and upkeep, and Center operations and management.
- Christmas tree recycling service will be provided for four weeks following December 25th.
- Republic Services will provide containers and collection services for up to six County-selected events at no charge. (Currently there are three County-selected events at which this service is provided: the Murray's Mill Harvest Folk Festival; the Catawba Valley Storytelling Festival at Historic Murray's Mill; and the Lake Norman Folk Art Festival. The County retains the right to stop, replace, or add events within the agreed upon limits).
- Republic Services will provide reasonable collection of solid waste debris caused by Federal Emergency Management Agency (FEMA)-declared emergencies, if requested by the County.
- The new franchise agreement will retain Republic Services' current investment of approximately \$160 million, which equates to local taxes paid of \$85,370 in real, personal property, and vehicle taxes, and protect 157 local jobs.

Once the Board gives final approval of the franchise agreement at the Board's February 4, 2013 meeting, Republic Services would pay an annual franchise fee of \$50,000 each year for years 1 through 5 of the agreement, \$75,000 each year for the next six years and \$100,000 each year for the next four years, if the proposed option is extended. The current franchise fee is \$25,000 per year.

Drew Isenhower of Republic Services responded to various questions from the Board and assured the Commissioners that all changes (in regard to carts/recycling) would be phased in with ample customer assistance and there would be no disruption in service.

Commissioner Hunsucker praised Republic for the partnership with the County and for being a good corporate citizen as well as extending the life the landfill with these new recycling efforts. Commissioner Hunsucker made a motion to adopt the ordinance granting an Exclusive Solid Waste Management Franchise to Republic Services of NC, LLC, d/b/a GDS for solid waste management and disposal services in Catawba County and a related agreement titled Solid Waste Disposal Agreement. The motion carried

unanimously. It was again noted that this must be approved again at the Board's February 4, 2013 meeting to meet the requirements of North Carolina General Statutes.

10. Other Items of Business:

A. Assistant County Manager Dewey Harris presented proposed 2013 State and Federal Legislative Agendas. Each year, the Board adopts State and Federal Legislative Agendas to highlight legislative issues of local importance. The "long session" of the North Carolina General Assembly begins on January 30, 2013.

The State and Federal Legislative Agendas reflect direction provided from the Board at its December 7, 2012 retreat. There are a total of ten legislative items, including nine state items and one federal item. Opportunities for providing input in the formation of the legislative agenda were provided, early on in the agenda development process, to County department heads, the Catawba County School System, Hickory City Schools, Newton-Conover City Schools, Catawba Valley Community College, Catawba County Chamber of Commerce, Catawba County Economic Development Corporation, Western Piedmont Council of Governments, municipalities, and legislative advocacy staff of the North Carolina Association of County Commissioners. Consistent with previous years, the Board's adopted State and Federal legislative agenda will be shared with each of these entities.

The nine State agenda items are: 1) abolish the existing guidelines specific to economic distress tiering for North Carolina incentives, grants, and assistance programming, which ranks the state's 100 counties based on economic well-being and assigns each a tier designation. Staff has determined that Catawba County, with a higher unemployment rate (about 10%) than the State (about 9%), is not sufficiently supported as a result of the tiering structure's eligibility factors. 2) Retain present-use value classification criteria and appraisal at present-use value for agricultural, horticultural, and forestland with deferred taxes upon disqualification, to allow farm families to hold on to their property. Market value of land versus present-use value of land for property taxation purposes creates a financial burden on small business and farmers, who typically have large land holdings, to produce a crop or farm related product. 3) Oppose an overall decrease in funding and services for vulnerable adults as mandated by State statute. 4) Oppose an overall decrease in "electing county" social services dollars and retain flexibility for financial incentives. 5) Oppose an overall decrease in funding for child protective services. 6) Oppose an overall decrease in mental health funding for children. 7) Oppose an overall decrease in funding for direct childcare subsidy funding, require applicants to cooperate with Child Support Enforcement, and provide associated administrative dollars to operate the program. 8) Oppose a centralized "brokered system" for Medicaid transportation. Current services connect citizens with the resources they need through transportation so they can continue living independently, thus requiring less financial resources from state and local governments. 31,368 trips were provided to citizens needing this service in the last fiscal year. A centralized system would likely yield service reductions to citizens in need. And 9) oppose an overall decrease in funding for accredited Child Advocacy Centers across the state.

The one Federal agenda item is to support efforts to permanently establish estate taxes at the current level of exemptions and rates. Although preliminary "fiscal cliff" negotiations have provided relief in this area, this will be an ongoing priority for the Board.

Commissioner Hunsucker commended Mr. Harris on his efforts in crafting these goals to reflect the Board's intentions. Commissioner Hunsucker made a motion to adopt these agendas. The motion carried unanimously.

B. Section II F of the Fiscal Year 2012-2013 Budget Ordinance states: "Reinventing Departments may create or abolish positions which impact the outcomes approved by the Board of Commissioners and within available revenues upon summary approval of the Board of Commissioners. Approval will come at the next regularly scheduled Board of Commissioners' meeting and will be attached and approved as part of the minutes."

Under this provision of the Budget Ordinance, the following personnel addition is being requested to fulfill the Agency's administrative contract with the CAPC (Children's Advocacy and Protection Center):

Human Services Coordinator II (.5 FTE)

The addition of this position will allow Social Services to hire a marketing and volunteer coordinator for the CAPC. This position will not only ensure a coordinated effort for their ongoing trainings, but also ensure the message of the CAPC is provided professionally, effectively, and timely throughout the community.

11. Manager's Report: None.

12. Attorney's Report:

A. County Attorney Debra Bechtel advised that on August 20, 2012, the Board authorized its Chair to execute a quitclaim deed to Mr. George F. Dagenhart. Mr. Dagenhart acquired property from Mrs. Ethel G. Cochrane in 1956, as evidenced by a warranty deed recorded in Book 532, Page 147, Catawba County Registry. At the time the Board took this action, Commissioner Isenhower indicated he needed to recuse himself from voting as he had a client who was interested in purchasing the property at issue. He again believed he should recuse himself at this current meeting. Commissioner Hunsucker made a motion to recuse Commissioner Isenhower and the motion carried unanimously.

Mr. Dagenhart was selling the property and, after examining the title, Attorney Robert Mullinax discovered defects in the chain of title. On behalf of Mr. Dagenhart, Mr. Mullinax requested that Catawba County, an adjoining property owner, execute a quitclaim deed to Mr. Dagenhart so that a title insurance company could insure over the defect and Mr. Dagenhart could proceed with the closing. After the Board authorized this quitclaim deed at that meeting, Mr. Dagenhart died and the quitclaim deed now needs to reflect the name of the heir to this property.

Catawba County owns approximately 588 acres north of the property in question (the Mountain Creek property acquired from Crescent Resources pursuant to a development agreement). It appears from the public record that Catawba County does not have an ownership interest in any portion of the property Mr. Dagenhart claimed and intended to sell. It is advantageous to the property owners, including the County, to establish a clear boundary line, and the quitclaim deed will help accomplish that. Commissioner Hunsucker made a motion to approve this revision to this quitclaim deed to reflect the heir's ownership. The motion carried unanimously by members who were not recused from the vote.

B. County Attorney Debra Bechtel then requested the Board consider moving into Closed Session pursuant to North Carolina General Statutes to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body. She stated that she did not anticipate any Board action upon returning to open session. Commissioner Hunsucker made a motion to move into closed session pursuant to the General Statute referenced above, The motion carried unanimously. The Board moved into closed session at 8:10 p.m.

13. Adjournment. The Board returned to open session at 8:56 p.m. No further action was taken. Commissioner Hunsucker made a motion to adjourn. at 8:57 p.m. The motion carried unanimously.

Katherine W. Barnes, Chair
Catawba County Board of Commissioners

Barbara E. Morris
County Clerk