

Regular Session, March 6, 2017, 9:30 a.m.  
Catawba County Board of Commissioners

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**Closed Session**

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**Emergency Services**

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**Presentations**

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Donation of Vehicle to Catawba Rescue Squad 139 03/06/17

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The Catawba County Board of Commissioners met in regular session on Monday, March 6, 2017, at 9:30 a.m., in the Robert E. Hibbitts Meeting Room of the 1924 Courthouse, 30 North College Avenue, Newton, North Carolina.

Present were Chair Randy Isenhower, Vice-Chair Barbara G. Beatty and Commissioners Katherine W. Barnes, Sherry E. Butler and Dan A. Hunsucker.

Also present were County Manager Mick Berry, Assistant County Manager Mary Furtado, Assistant County Attorney Jodi Stewart and County Clerk Barbara Morris. Assistant County Manager Dewey Harris and County Attorney Debra Bechtel were absent.

1. Chair Randy Isenhower called the meeting to order at 9:30 a.m., noting a quorum was present.
2. Chair Isenhower led the Pledge of Allegiance to the Flag.
3. Commissioner Dan Hunsucker offered the invocation.
4. Commissioner Sherry E. Butler made a motion to approve the minutes from the Special Meeting and Regular Meeting of February 20, 2017. The motion carried unanimously.
5. Recognition of Special Guests: Chair Isenhower welcomed everyone present.
6. Public Comments. None
7. Presentation:
  - a. Commissioner Sherry Butler presented a Certificate of Commendation to School Social Worker Robin Dycus in recognition of her achievement as being named as a finalist in the selection of dedicated and

deserving social workers by the national publication *Social Work Today*. Ms. Dycus serves Hickory Career & Arts Magnet High School and Hickory High School.

b. The Board received an update from Partners Behavioral Health Management Regional Director of Community Operations Tara Conrad on Partners Behavior Health Management efforts.

8. Appointments – No appointments.

9. Consent Agenda:

County Manager Mick Berry presented the following two items on the consent agenda:

a. A request for the Board to approve the donation of a 2010 Dodge Charger to Catawba Rescue Squad. Catawba Rescue Squad requested the surplus vehicle which will be used primarily to run medical first response calls and may at times be utilized to transport Rescue members to squad meetings and training classes. This vehicle will replace a 2003 Ford that was purchased as surplus from the Highway Patrol, has 148,100 miles, and has developed maintenance issues over the last year. This vehicle will not be an expansion to their fleet.

The vehicle to be donated is a 2010 Dodge Charger with 112,585 miles. The County has had numerous issues from these model years and this car is no exception. From 80K miles to where it is now, it has had 5 major repairs, not including regular duty services. From Maintenance's experience, at the mileage level it is at now, it will have more issues. This car has served all the capacities of the Sheriff's Office; Road Patrol, Civil Dept., SRO, and over the last year it has been a spare vehicle. With the new units coming into service, Maintenance is able to move more suitable units to the spare line that will give better service. North Carolina General Statute 160A-279 authorizes the County to convey personal property to a nonprofit organization without monetary consideration as long as the property will be used for a public purpose. The process begins with the governing board adopting a resolution authorizing the conveyance of the property and a ten-day public notice. The following resolution applies:

**RESOLUTION No.  
DECLARATION OF SURPLUS PROPERTY AND DONATION TO THE  
CATAWBA RESCUE SQUAD**

WHEREAS, Catawba County owns a 2010 Dodge Charger that is no longer needed for any governmental use;

WHEREAS, North Carolina General Statute 160A-279 authorizes a county to convey personal property by private sale to a nonprofit organization;

WHEREAS, North Carolina General Statute 160A-279 authorizes the conveyance without monetary consideration if the recipient ensures the property will be used for a public purpose;

WHEREAS, the Catawba Rescue Squad is a nonprofit organization that provides a public service;

THEREFORE, the Catawba County Board of Commissioners resolves that:

1. A 2010 Dodge Charger is declared surplus property.
2. The property will be donated to the Catawba Rescue Squad without monetary consideration.
3. The Purchasing Manager shall be authorized to conduct the transfer of property and shall publish a notice summarizing the contents of this resolution and the property shall be conveyed anytime after ten days after the notice publication.

This the 6<sup>th</sup> day of March 2017.

b. A request for the Board to appropriate existing fund balance in the amount of \$5,690 to Maiden Fire Department. The Department will use these funds to install a station wide alert system. Currently, Maiden Fire Department's paid personnel are alerted of an emergency call through the use of pagers and an outside siren. The department will replace the use of the siren with a new system that when alerted will be displayed on a monitor, activate the station lights, and open designated bay doors. Additionally, the new system will have an audio broadcast system throughout the station so members will be able to readily hear dispatched calls. North Carolina Department of Insurance (NCDOI) states to receive credit for fire rating, each member must be alerted of a call by a primary device and by a secondary device. This new alert system will meet this NCDOI requirement. Once the new system is in place, the existing siren will only be utilized for severe weather events.

Historically, each department has its own fund balance which is carried from year to year unless the department makes a request to appropriate it. The fund balance is created when tax revenue collections exceed the projections established by the Budget Department prior to each fiscal year. Fire departments have been allowed to utilize ninety percent of existing fund balance to address major projects such as buildings, building additions, truck replacement and other non-recurring needs such as equipment items. Ten percent of each department's fund balance is held for unforeseen expenditures during the budget year. Maiden Fire Department has an available fund balance of \$94,920.00, which is 43.6% of its total expenditures (\$217,710) in Fiscal Year 2016/17. The following appropriations apply:

<u>Appropriation of Existing Fund Balance</u>		<u>Expense</u>	
359-260010-690100	\$5,690	359-260010-849010	\$5,690
Fund Balance		Fire Protection	

Chair Isenhower asked if any Commissioner wished for an item to be broken out from the consent agenda for individual consideration. None was requested. Chair Isenhower moved for approval of the consent agenda. The motion carried unanimously.

#### 10. Departmental Reports.

##### Utilities and Engineering.

a. Utilities and Landfill Project Manager Jonathan Greer presented a request for the Board to execute an interlocal agreement with City of Newton for a water line project in accordance with County Code Chapter 42, Revolving Loan Program, to serve NC Highway 16 South, Balls Creek Road, and Buffalo Shoals Road and combine Balls Creek Water Phase I project and Balls Creek Water Phase II project into one project named Balls Creek Water.

At the June 3, 2013 Board of Commissioners meeting, an interlocal agreement between Catawba County and City of Newton was approved, and \$2,641,905 was appropriated with the Fiscal Year 2013/14 Budget adoption in two projects, Balls Creek Water Phase I and Phase II, to provide water along NC Highway 16 South, Balls Creek Road, and Buffalo Shoals Road. These two projects consisted of three divisions of work. Since that time, the project divisions and management have changed and have been partially consolidated. The waterline being installed along NC Highway 16 is now being constructed as part of NC DOT's roadway widening project. The remaining portions of the project along Balls Creek Road and Buffalo Shoals Road are now one division and will be installed separately from the portion along NC Highway 16. The management of the project has also shifted. Catawba County is now loaning the money directly to Newton and the City will now manage the project from bidding through construction. The new interlocal agreement replaces the existing agreement and outlines the two revised water line divisions and project management.

The revised divisions and cost estimates including construction administration services are further described as follows: NCDOT Construction: consists of approximately 26,000 linear feet of 12" water line(s) and appurtenances beginning at an existing City of Newton water line at the intersection of Coley Fish Pond Road and NC HWY 16, extending south along NC HWY 16 to its intersection with Buffalo Shoals Road. The NCDOT estimated cost of this division is \$3,965,078; and Non-NCDOT Construction:

consists of all water lines not constructed by NCDOT. More specifically, these water lines and appurtenances consist of approximately 16,600 linear feet of 12" water line in two sections, one along Buffalo Shoals Road and the second along Balls Creek Road. The Buffalo Shoals Road water line begins 525 linear feet north of its intersection with NC HWY 16 and extends northeast to an existing dead-end water line located at Balls Creek Campground. The Balls Creek Road water line begins 700 linear feet north from its intersection with NC HWY 16 and extends northeast to an existing dead-end water line located at Balls Creek Elementary School. The estimated cost of this Division is \$1,574,206.

Due to the changes in the Water project, staff recommended that the original two projects, Balls Creek Water Phase I and Balls Creek Water Phase II, be combined into one project and transfer the funds in Balls Creek Water Phase I, \$645,886, to Balls Creek Water Phase II and rename it Balls Creek Water. The remaining \$3,550,000 needed to fund the project will be appropriated with the passing of the 2017/18 budget. The current appropriation for this project is more than adequate to cover any costs until the new budget is adopted. The term of the loan, consistent with the original agreement from 2013, is a 25% grant with 75% paid back over ten years at zero percent interest.

Chair Isenhower indicated Vice-Chair Barbara G. Beatty owned property that could be affected by this action and asked for a motion for Vice-Chair Beatty to be recused from the deliberation of this matter. Commissioner Butler made such a motion, which carried unanimously. Commissioner Butler then questioned the difference in the County's cost and the NCDOT cost in this project. Staff indicated that NCDOT would not provide the reasoning for such a large difference. The Commissioners expressed their dissatisfaction with this cost difference and indicated the issue should be raised with the Secretary of Transportation. Commissioner Barnes made a motion execute an interlocal agreement with City of Newton for a water line project in accordance with County Code Chapter 42, Revolving Loan Program, to serve NC Highway 16 South, Balls Creek Road, and Buffalo Shoals Road and combine Balls Creek Water Phase I project and Balls Creek Water Phase II project into one project named Balls Creek Water. The motion carried unanimously.

The following appropriations apply:

Appropriations:

Transfer From:

475-431100-861500-22018	\$645,886.00
Balls Creek Water Phase I	

Transfer To:

475-431100-861500-22019	\$645,886.00
Balls Creek Water	

The following contract applies:

STATE OF NORTH CAROLINA

COUNTY OF CATAWBA

AGREEMENT BETWEEN CATAWBA COUNTY  
AND CITY OF NEWTON FOR  
WATER LINE(S) TO SERVE HIGHWAY 16  
SOUTH, BALLS CREEK ROAD AND BUFFALO  
SHOALS ROAD

THIS AGREEMENT, by and between Catawba County, hereinafter "County" and the City of Newton, hereinafter "City" is effective the \_\_\_\_\_ day of March, 2017.

WHEREAS, County and City have agreed that municipal water service is needed to serve Highway 16 South, Balls Creek Road, and Buffalo Shoals Road, creating hydraulic loops within the City's water system, as described below, in order to improve water quality;

WHEREAS, to satisfy that need, County and City entered into an agreement dated June 3, 2013, providing that County would install and City would operate a series of water lines described as Balls Creek Division I, Balls Creek Division II, and Balls Creek Division III, and now described below as NCDOT Construction and Non-NCDOT Construction, hereinafter "Project";

WHEREAS, the North Carolina Department of Transportation ("DOT") will be widening NC Highway 16 in Catawba County and has agreed to install the portions of the Project located in the right of way for NC Highway 16 as provided in the agreement between City and DOT dated \_\_\_\_\_, 2017 and entitled "Utility Agreement";

WHEREAS, County will manage the Non-DOT Construction portions of the Project through the design and permitting phase;

WHEREAS, County agrees to finance the installation of the Project subject to the terms of repayment described below; and

WHEREAS, the June 3, 2013, agreement between County and City is hereby terminated and replaced by this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements made, the parties agree as follows:

1. The parties agree the County will pay the full amount of the estimated cost within the NC Highway 16 right of way ("NCDOT Construction") which totals Four Million One Hundred Seventy-Nine Thousand Five Hundred Seventy-Eight Dollars (\$4,179,578.00) and the full amount of the remaining estimated costs for the portions of the Project that are not located in the NC Highway 16 right of way ("Non-NCDOT Construction") which are estimated to be One Million Six Hundred Fifty-Nine Thousand Seven Hundred Six Dollars (\$1,659,706.00), or, for both projects, the actual cost of the water line construction, installation, construction administration, design engineering, permitting, and fees if the actual costs are less than the estimates listed above. County will manage the portions of the Project that are not included in the agreement between DOT and City through the design and permitting phase. The County has no further responsibility for any aspect of design, permitting, or construction beyond this point. The City will be solely responsible for all further steps needed to complete both portions of the project. The breakdown of the estimated costs are as follows:

- NCDOT

○ Cost Estimate from DOT	\$3,765,078.00
○ Construction Administration	200,000.00
○ Design Engineering	<u>214,500.00</u>
○ Total Estimate	\$4,179,578.00

- NON-NCDOT

○ Cost Estimate	\$1,474,206.00
○ Construction Administration	100,000.00
○ Design Engineering	<u>85,500.00</u>
○ Total Estimate	\$1,659,706.00

2. County will initiate the loan to City for the NCDOT Construction portion of the project upon DOT submitting a final invoice to City for DOT's portion of the Project.
3. The Non-NCDOT Construction loan will be initiated by City submitting to County, on a monthly basis, an invoice for reimbursement once City has approved and paid pay applications from the utility contractor and/or consulting engineer. Invoices to County must include requested reimbursement amount and approved pay requests showing payment by City. Once City has submitted, and County has paid, reimbursement invoices totaling the project estimate or actual cost, whichever is less, County will stop paying reimbursement invoices submitted by City.

4. Any and all design engineering and other costs already incurred by County prior to this agreement have been or will be paid directly by County and 75% of the costs will be included in the loan amount to be repaid by City. These costs are estimated to be \$300,000.00 and allocated to the NCDOT portion and NON-NCDOT portion as shown in paragraph 1 above. If City does not begin construction of the NON-NCDOT portion within five (5) years of the effective date of this Agreement, the total design engineering cost will be included in the NCDOT loan.
5. The City agrees to keep the County advised with regard to proposed change orders and actions concerning any change orders. A change order that County determines would materially modify the original scope of either portion of the project must be approved by County.
6. City agrees to repay County seventy-five percent (75%) of total Project cost estimate or the total project actual cost, whichever is less, payable over a ten (10) year period; the remaining twenty-five percent (25%) is a grant to City. No interest will be charged on the loan. Payments for the NCDOT Construction portion will be made in equal annual installments, beginning twelve (12) months from the date County initiates loan to City. Payments for the Non-NCDOT Construction will be made in equal annual installments, beginning twelve (12) months after the final reimbursement is made to City. If City fails to make a payment pursuant to this Agreement within thirty (30) days of the date invoiced, City will be in default. County will notify City in writing of the default. If County does not receive payment within thirty (30) days of the date of the notice, County may acquire possession of the water lines and Collateral, as defined herein, installed pursuant to this Agreement and control of the service area in which the water lines are located, irrespective of any prior agreements between the parties. City will cooperate with County to promptly facilitate the transfer of water lines from City water system ID number to County water system ID number, and customers will become County's customers. City will also transfer any easements and/or rights of way associated with the Project to the County.
7. Exhibit A, attached and incorporated herein by reference, is a map showing each of the contemplated waterline divisions referenced as NCDOT Construction and Non-NCDOT Construction. The waterline divisions are further described as follows:
  - (a) NCDOT Construction: consists of approximately 26,000 linear feet of 12" water line(s) and appurtenances beginning at an existing City of Newton water line at the intersection of Coley Fish Pond Road and NC HWY 16, extending south along NC HWY 16 to its intersection with Buffalo Shoals Road. The NCDOT estimated cost of this division is \$3,765,078.00.
  - (b) Non-NCDOT Construction: All water lines not constructed by NCDOT along NC HWY 16. More specifically, these water lines and appurtenances consist of approximately 16,600 linear feet of 12" water line in two sections, one along Buffalo Shoals Road and the second along Balls Creek Road. The Buffalo Shoals Road water line begins 525 linear feet north of its intersection with NC HWY 16 and extends northeast to an existing dead-end water line located at Balls Creek Campground. The Balls Creek Road water line begins 700 linear feet north from its intersection with NC HWY 16 and extends northeast to an existing dead-end water line located at Balls Creek Elementary School. The estimated cost of this Division is \$1,474,206.
8. City grants to County, to secure the repayment of the amount loaned for the installation of the above described water lines, a continuing security interest in all of the water lines installed pursuant to this Agreement, whether now owned or existing or hereafter acquired and wherever located, together with all appurtenances, parts, fittings, accessories, equipment, special tools, renewals, and replacements of all or any part thereof (all hereinafter called "Collateral"). At the time of execution of this Agreement, City shall have furnished County with properly executed financing statements as prescribed by the Uniform Commercial Code as presently in effect in North Carolina and approved by County in form and number sufficient for filing wherever required with respect to the Collateral, in order that County shall have a duly perfected security interest of record in the Collateral following its filing of such financing statements with

the appropriate local and state governmental authorities. City shall execute as reasonably required by County any additional financing statements or other documents to effect the same, together with any necessary continuation statements. This security interest will terminate upon full payment of the loan.

9. County has the right, at its option, to construct and install future line additions, extensions or connections from City water line(s) installed and operated as part of the Project, provided any addition, extension or connection will serve County customers and not customers inside City's corporate limits and adequate capacity is available. If some portion of an addition, extension or connection is within the City's corporate limits, City has the right to add to, connect to or extend the line to its citizens with no participation from County.
10. If City proposes to County to make an addition, extension or connection to Project lines, County shall within ninety (90) days notify City of its intention to participate in the addition, extension or connection. If County opts to participate in the addition, extension or connection, the operation and maintenance of the line will be governed by this Agreement.
11. If County opts not to participate in any addition, extension or connection, City retains the right to proceed without any participation from County.
12. City will operate and maintain Project lines and connections as required by the Catawba County Code, Chapter 42, and Entitled "WATER AND SEWER". The connection fee for tap stub outs installed with the initial construction of the Project shall be those in effect for the City at that time. Connection fees for connections made after initial construction of the Project shall be those in effect for the City at the time the connection application is filed.
13. The County capital fee for connection tap stub outs shall be those in effect for the County at the time the connection is applied for in accordance with the County's adopted fee schedule.
14. The Application for Approval of Engineering Plans and Specifications for Water Supply Systems to be submitted to the appropriate State agency shall be in the name of City.
15. All designs, developments, plans, and engineering shall be subject to review and consent by both parties. The parties will not suggest or make unreasonable changes in the designs, developments, and plans for the Project.
16. The parties agree that the NCDOT Construction portion and Non-NCDOT Construction portion will be designed as one project for State permitting. The Non-NCDOT Construction portion will be bid at City's discretion.
17. County agrees that all customers of this Project shall be subject to policies, practices, ordinances and directives of the City in operation of the water lines. This includes but is not limited to: Water Conservation Ordinances, Rate Reviews, Irrigation Meter Policy, Backflow Prevention Policy, etc.
18. Upon the State issuing Final Approval, City will maintain, replace and repair all water lines and appurtenances which are part of the Project as a part of the overall City water system. City shall respond with reasonable promptness and efficiency to any and all complaints with respect to the water lines and will provide necessary services related to such complaints.
19. Ownership of the lines, along with related easements, shall be in the name of the City. City will be the provider of water and will maintain all lines and serve all future customers of the water lines described above unless City breaches the terms of this Agreement.
20. Any work contemplated under this Agreement is subject to the approval of funds by both the Catawba County Board of Commissioners and the Newton City Council. Should City not commence construction for any reason within five (5) years of the effective date of this Agreement, City

understands and agrees County shall no longer be obligated to provide any appropriated funds.

21. The City agrees and grants permission to the County to either alone or with another entity enter into an agreement to finance a waterline extension from the intersection of West Bandy's Cross Roads and Buffalo Shoals Roads southwest on Buffalo Shoals Road to NC Highway 16 to connect the County's Bandy's and Anderson Mountain Water Tanks together in a looped system that will improve water quality and quantity for the County's SECC system. This waterline extension will only serve as a hydraulic connection between County's Bandy's and Anderson Mountain Water Tanks with no service line connections on the Buffalo Shoals Road Portion described above. This paragraph is intended to adhere to a previous agreement between City and County entitled "AGREEMENT BETWEEN CATAWBA COUNTY AND CITY OF NEWTON WATER SERVICE TO SOUTHEASTERN CATAWBA COUNTY" dated May 15, 2001.
22. The parties shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the parties utilize a subcontractor, the parties shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
23. The parties certify that, as of the date listed below, they are not on the Final Divestment List or the Iran Parent and Subsidiary Guidance List as created by the State Treasurer pursuant to NCGS 147-86.58. In compliance with the requirements of the Iran Divestment Act (Article 6E of Chapter 147 of the North Carolina General Statutes), the parties shall not utilize, in the performance of the contract, any subcontractor that is identified on the Final Divestment List or the Iran Parent and Subsidiary Guidance List.
24. The June 3, 2013 agreement between County and City is hereby terminated and replaced by this Agreement.

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

**CATAWBA COUNTY BOARD OF COMMISSIONERS**

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C. Randall Isenhower, Chair

b. Utilities and Landfill Project Manager Jonathan Greer presented a request for the Board to execute a contract with North Carolina Department of Transportation (NCDOT) for the installation of approximately 190 linear feet of steel encasement pipe as part of NCDOT's NC Highway 16 widening project and authorize the County Manager to execute contract with WK Dickson for Preliminary Engineering Report evaluating public sewer options to serve Bandy's High, Mill Creek Middle, and CommScope in the amount of \$59,900.

In March 2016, BOC approved County staff to request NCDOT include dry sewer lines and sleeves as part of its NC Highway 16 widening project. Since that time, NCDOT has agreed to install the requested utilities and the sewer design has been included in the roadway project. NCDOT is now requesting execution of the contract with the County agreeing to reimburse NCDOT for installation costs. NCDOT's cost estimate for the encasement pipe and dry sewer lines is \$1,413,737, which is approximately 2.5 times higher than Catawba County's original estimate and current budgeted amount of \$530,000. As such, staff only recommended installation of the encasement pipe for future use, estimated to cost \$160,000, and remove the dry sewer lines from the NCDOT contract and installation, thereby saving Catawba County in excess of \$1,000,000. The installation of a future use sleeve under the widened highway for future needs remains a prudent decision as it will allow for simplified and more cost effective future access, via gravity sewer, to the west side of the widened highway.



On October 25, 2016, the County received a request from CommScope to evaluate the possibility of public sewer service to its manufacturing facility located at 6519 CommScope Rd., Catawba. To start this evaluation, County staff solicited RFQ's from engineering firms and selected WK Dickson from those who responded. WK Dickson's proposed contract, in the amount of \$59,900, will evaluate possible sewer routes and associated cost estimates to serve not only CommScope's facility, but also Bandy's High School and Mill Creek Middle School. Commissioner Butler made a motion to execute a contract with North Carolina Department of Transportation (NCDOT) for the installation of approximately 190 linear feet of steel encasement pipe as part of NCDOT's NC Highway 16 widening project and authorize the County Manager to execute contract with WK Dickson for Preliminary Engineering Report evaluating public sewer options to serve Bandy's High, Mill Creek Middle, and CommScope in the amount of \$59,900. The motion carried unanimously.

c. Utilities and Landfill Project Manager Jonathan Greer presented a request for the Board to approve a contract amendment to the Davis Road Water Project, closing completed projects, listed below, and transferring remaining funds to the Davis Road Water Project to fund the requested project. In 2016, Catawba County entered into an interlocal loan agreement, in accordance with Catawba County Chapter 42, Revolving Loan Program, with the Town of Maiden to install water along Davis Road, a small portion of Buffalo Shoals Road, and Beal Road. The construction of this water line is complete and partially in service (the remaining portion is currently going through certification process). To improve efficiency of the new waterline, and within Maiden's water system in this area, Maiden requested Catawba County add a secondary water supply interconnection to the project. Maiden buys water from City of Hickory and has only one interconnection on Startown Road for that supply. A new interconnection with City of Hickory will be achieved within a relatively short distance on St. James Church Road, via the Southeastern Catawba County Water System. Adding this connection will give Maiden two water supply connections, one on the west side of town at the intersection of West Maiden Road and Startown Road, and a new one on the east side of town on St. James Church Road near Campbell Road. This connection provides Maiden's water system with much needed water supply redundancy. This new connection will also provide a boost in water pressure to Maiden's system in this area. The engineer's estimate for this additional work is approximately \$125,000, of which, \$29,000 is currently held in the original Davis Road Water project. Interconnections for redundant water supply such as this, were anticipated when the Southeastern Catawba County Water Supply Loop Project was completed several years ago. Vice-Chair Beatty made a motion to approve a contract amendment to the Davis Road Water Project, closing completed projects, listed above, and transferring remaining funds to the Davis Road Water Project to fund the requested project. The motion carried unanimously.

The following appropriations apply:

Appropriations:

Transfer From and Close:	
475-431100-861500-27006	\$8,257.23
Ramseur Rd Water	
475-431100-861500-21015	\$34,951.20
Hwy 150 Water Service	
475-431100-856900-20101	\$12,140.54
SECC Water Improvements	
475-431100-861500-21020	\$30,025.04
475-431100-989100-21020	\$22,434.87
SECC Water Supply Loop	

Transfer To:	
Davis Road Water Project	\$107,808.88

The following contract applies:

**State of North Carolina**  
**County of Catawba County**

**Addendum to Agreement Between Catawba County and Town of Maiden for Construction, Operation and Maintenance of Water Line to Serve Davis Road**

**THIS Addendum** to the agreement entitled Agreement Between Catawba County and Town of Maiden for Construction, Operation and Maintenance of Water Line to Serve Davis Road (#35-16-0281) and dated February 19, 2016 ("Agreement") is made and entered into as of the \_\_\_\_\_ day of March, 2017 by and between Catawba County ("County") and Town of Maiden ("Maiden").

**WHEREAS**, pursuant to the Agreement, County agreed to install and Maiden agreed to operate the water line described as Davis Road Water Project ("Project"); and

**WHEREAS**, additional construction is needed to make the water line more efficient, increase fire flow, and provide a secondary interconnect between Maiden's water system and City of Hickory's water system, thereby providing system redundancy ("Project Addition"); and

**WHEREAS**, Maiden will be responsible for installation and County will fund the Project Addition.

**NOW THEREFORE**, for and in consideration of the foregoing premises and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be bound hereby, agree as follows:

25. Paragraph #1 is hereby amended to add the maximum total cost of the Project Addition, which is \$125,000.00, to the total Project cost. The loan for the Project Addition will be initiated by Maiden submitting to County, on a monthly basis, an invoice for reimbursement once Maiden has approved and paid pay applications from the utility contractor and/or consulting engineer. Invoices to County must include requested reimbursement amount and approved pay requests showing payment by Maiden. Once Maiden has submitted, and County has paid, reimbursement invoices totaling the maximum total cost or actual cost, whichever is less, County will stop paying reimbursement invoices submitted by Maiden. The Project Addition is described as follows:

Approximately 500 linear feet of 12-inch water line, appurtenances, compound water meter, and vault, connecting to the Southeastern Catawba County Water System, operated by City of Hickory, along St. James Road near its intersection with Campbell Road. This new line will extend from this intersection, south along St. James Road, approximately 500 feet and connect with Maiden's existing water line.

Maiden will reimburse County seventy-five (75%) of the total cost of the Project and Project Addition, payable over a ten (10) year period, in equal annual installments, beginning with Maiden's assumption of maintenance of the water lines as provided in the Agreement.

26. Paragraph #7 shall be amended by adding the following language for the Project Addition: County will not design or develop the Project Addition, and will not secure necessary rights-of-way, easements, permits and permissions from the property owners in the name of the Town, the Public Water Supply Section of NCDENR and NCDOT for construction of the Project Addition. County will not assume responsibility for the completion of the Project Addition. County's only responsibility for the Project Addition is funding. The Application for Approval of Engineering Plans and Specifications for Water Supply Systems, to be submitted to the Public Water Supply Section of NCDENR, shall be in the name of Town. Any NCDOT encroachments required to complete the Project Addition shall be in the name of Town.
27. All provisions of the Agreement not specifically modified by this Addendum remain unchanged and are reaffirmed hereby.

**IN WITNESS WHEREOF**, the parties hereto have caused this Addendum to be executed this the day and year first above written.

CATAWBA COUNTY

By: \_\_\_\_\_  
C. Randall Isenhower, Chair

11. Other Items of Business: None.

12. Manager's Report.

13. Attorneys' Report.

Assistant County Attorney Jodi Stewart requested the Board consider moving into Closed Session pursuant to North Carolina General Statute 143-318.11(a)(3) and (4) to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege and to discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body. She did not anticipate any action to be taken when the Board returned to Open Session. Commissioner Barnes made a motion to go into closed session at 10:13 a.m. The motion carried unanimously.

14. The Board returned to open session; no action was taken. Commissioner Butler made a motion to adjourn at 10:26 a.m. The motion carried unanimously.

\_\_\_\_\_  
Randy Isenhower, Chair  
Catawba County Board of Commissioners

\_\_\_\_\_  
Barbara E. Morris  
County Clerk