

Regular Session, March 21, 2011, 7:00 p.m.
Catawba County Board of Commissioners

Appointments

Nursing and Rest Home Advisory Board	57	03/21/11
Catawba County Planning Board	57	03/21/11
Catawba County Economic Development Corporation	57	03/21/11

Catawba Valley Behavioral Healthcare (CVBH)

Leases for four homes in Newton	57	03/21/11
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Finance

CVBH leases for four homes in Newton	57	03/21/11
YMCA lease for Love-N-Care Child Development Center	59	03/21/11
NC Department of Public Instruction Facility Needs Survey for 3 school systems	61	03/21/11

Planning, Parks and Development

Carolina Thread Trail Grant to Secure Property Around Bunker Hill Covered Bridge	61	03/21/11
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Social Services

Naming Radio Station Road Group Home Campus for Ethel Lutz	60	03/21/11
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Tax

Refund Request	61	03/21/11
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YMCA

Lease for Love-N-Care Child Development Center	59	03/21/11
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The Catawba County Board of Commissioners met in regular session on Monday, March 21, 2011 at 7:00 p.m. in the Robert E. Hibbitts Meeting Room of the 1924 Courthouse, 30 North College Avenue, Newton, North Carolina.

Present were Chair Katherine W. Barnes, Vice-Chair Lynn M. Lail and Commissioners Barbara G. Beatty Dan Hunsucker and Randy Isenhower.

Also present were County Manager J. Thomas Lundy, Assistant County Manager Lee Worsley, Assistant County Manager Dewey Harris, County Attorney Debra Bechtel and County Clerk Barbara Morris. Deputy County Attorney Anne Marie Pease was absent.

1. Chair Katherine W. Barnes called the meeting to order at 7:00 p.m.
2. Commissioner Dan Hunsucker led the Pledge of Allegiance to the Flag.
3. Commissioner Barbara G. Beatty offered the invocation.
4. Commissioner Beatty made a motion to approve the minutes of the Regular Meeting and Closed Session of February 21, 2011. The motion carried unanimously.
5. Recognition of Special Guests: Chair Barnes welcomed all present and specifically acknowledged Jerry McCombs, President of the NAACP in Catawba County.
6. Public Comments for Items Not on the Agenda: None.
7. Appointments:

Vice-Chair Lynn M. Lail recommended the reappointment of Sandra Foster for a third term on the Nursing and Rest Home Advisory Board. Ms. Foster's term will expire on April 15, 2014. Vice-Chair Lail also recommended the Board appoint Sybil Stewart to an unexpired term on the Catawba County Planning Board to replace Stuart Dewitt who resigned due to moving out of the area. Ms. Stewart's term will expire on December 31, 2012. Chair Barnes recommended the appointment of Jay Reardon for an unexpired term on the Catawba County Economic Development Corporation Board to fill the vacancy due to Gary Laws' death. Mr. Reardon's term will expire on June 30, 2012. These recommendations came in the form of a motion, which carried unanimously.

8. Consent Agenda:

County Manager Lundy presented the following four items on the consent agenda:

a. A request for the Board to approve the renewal of leases with Catawba Valley Behavioral Healthcare for four homes in Newton used for residential services. As Catawba County's Mental Health Board implemented the State's Mental Health Reform Act it formed a non-profit organization, Catawba Valley Behavioral Healthcare (CVBH), to deliver comprehensive services to adults with serious conditions of mental illness and developmental disabilities. CVBH provides crisis interventions, short and long-term support and treatments necessary to effectively sustain this targeted population, through outpatient, day treatment and residential services. A freestanding non-profit organization, CVBH has taken on the responsibility of a major portion of high-risk services that had been previously operated by the public sector, through a contractual arrangement with the County

With the divestiture of Mental Health services by the State, CVBH began leasing from the County the former Mental Health main building and adjacent Lifeskills facility in January 2007. CVBH continues to lease the Lifeskills facility to provide some services. In addition, the County leased to CVBH four modest houses near the main County Library in Newton that were acquired through tax possession and purchase. These houses were leased to CVBH for \$1 per year plus any agreed upon maintenance costs, which were charged at \$25 per hour plus materials. These leases expired on December 31, 2010, and CVBH wished to enter into new lease agreements for one term of four years and three months, expiring on June 30, 2015. The lease terms remain the same at \$1 per year and maintenance costs at \$25 per hour plus materials. CVBH is responsible for maintaining a primary liability policy for the homes, with the County carrying a secondary policy. A termination provision is included in these new agreements for either party giving a 120-day notice. The following lease applies:

LEASE AGREEMENT

THIS AGREEMENT OF LEASE made this _____ day of _____, 2011, by and between Catawba County, a political subdivision of the State of North Carolina, hereinafter called Lessor, and Catawba Valley Behavioral Healthcare, a non-profit 501 (c)(3) agency organized and operated under the provisions of the Internal Revenue Code of 1954, hereinafter called 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 all of the real property located at 104 West D Street, Newton, North Carolina, being all of Parcel Identification Number 3730-1692-2864 and recorded in Deed Book 1586 at Page 185 in the Catawba County Registry.

TO HAVE AND TO HOLD for one term of four (4) years and three (3) months, commencing on the 1st day of April, 2011, and ending the 30th day of June, 2015.

This Lease is made upon the following terms and conditions:

1. Lessee shall pay to Lessor the sum of one dollar (\$1.00) per each year of this Agreement, due and payable on the 1st day of January of each year, except that payment for year one shall be due and payable by April 15, 2011.

2. Lessee, 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.
3. Lessee shall indemnify and save Lessor harmless from and against any liability for personal injury or property damage arising from Lessee's use or occupation of the Demised Premises, including specifically liability for any personal injury or property damage suffered or allegedly suffered by employees, members, guests, business invitees or social invitees of Lessee. Lessee shall also assume the burden and expense of defending all legal actions, 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, and shall extend to claims arising from such accidents which are either valid or groundless.
4. Lessee agrees and is solely responsible for all expenses and costs related to utilities and cleaning services.
5. Lessor shall provide maintenance to Lessee for the Demised premises at a rate of twenty-five (\$25.00) dollars per hour plus the cost of materials.
6. Lessee shall use the Demised Premises for the purposes set out in its Articles of Incorporation, construed, applied and carried out in accordance with 501 (c)(3) of the Internal Revenue Code of 1954.
7. Lessee agrees that it will not assign this Lease or sublet all or any portion of the Demised Premises without the express written consent of Lessor.
8. Lessor shall continue to provide insurance coverage for the real property that is the subject of this agreement. Lessee shall provide liability insurance including coverage for all contents and personal property located within the Demised Premises and to cover any incident of personal injury that may occur on the property.
9. If Lessee shall fail to comply with any other provision or condition of this agreement upon its part to be kept and performed, 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 all improvements to said real property shall become the property of the County, and everything herein contained on the part of Lessor to be done and performed shall cease and determine without prejudice.
10. Either party may terminate this agreement by providing no less than one hundred twenty (120) days written notice to the other party.
11. For all purposes hereunder, including payment of rental, the address of the parties hereto are as follows:

Lessor: Catawba County
P.O. Box 389
Newton, North Carolina 28658

Lessee: Catawba Valley Behavioral Healthcare
3050 11th Ave. Dr. SW
Hickory, North Carolina 28602

b. A request for the Board to approve the renewal of a lease with the Young Men's Christian Association of Catawba Valley, Inc. (YMCA) for the facility operated by the Love-N-Care Child Development Center for a ten-year period. On September 7, 1993, the County entered into a ten year lease agreement with the YMCA for operation of the Love-N-Care Child Development Center for low

and moderate-income families. The agreement stipulates that the YMCA will provide ten vacancies for children of County employees and that the YMCA is responsible for all maintenance at the facility. The current lease was renewed in April of 2001 and will expire on April 2, 2011. The following lease applies:

**STATE OF NORTH CAROLINA
COUNTY OF CATAWBA**

LEASE AGREEMENT

THIS AGREEMENT OF LEASE made this 3rd day of April 2011, by and between Catawba County, a political subdivision of the State of North Carolina, (hereinafter referred to as "Lessor"), and Young Men's Christian Association of Catawba Valley, Inc., a non-profit corporation, (hereinafter referred to as "Lessee").

WITNESSETH, that in consideration of the rent and covenants contained herein on the part of Lessee to be paid and performed, Lessor does hereby demise and lease unto Lessee the 1.94 acre site located in the City of Newton, Catawba County, North Carolina, Parcel Identification Number 3649-05-07-1744, hereinafter called the "Demised Premises", together with any improvements thereon, further described as follows:

Beginning at an iron pin which is located the following courses and distances from an old iron pin, a control corner, said old iron pin being a southeastern corner of the property of George Hoyle described in Deed Book 1220, Page 248, Catawba County Registry, and the southwestern corner of the property of Susan H. McDonell described in Deed Book 1827, Page 1467, Catawba County Registry, and runs from said old iron pin, South 69° 38' 21" East 222.69 feet to a point within East N Street; thence South 18° 58' 56" West 30.00 feet to the true beginning iron pin and running from said true beginning iron pin, South 69° 38' 21" East 50.00 feet to a point; thence South 18° 59' 48" West 242.09 feet to a point; thence North 67° 51' 54" West 50.00 feet to an iron pin; thence the same course, North 67° 51' 54" West 317.46 feet to an iron pin; thence North 23° 20' 36" East 229.15 feet to an iron pin; thence South 71° 00' East 76.56 feet to an iron pin; thence South 69° 38' 21" East 223.06 feet to the Point of Beginning and containing 1.94 acres total according to a Minor Subdivision Plat of the Catawba County Property, Newton, North Carolina, prepared by Sam Rowe, Jr., Registered Surveyor, dated August 4, 1995, with reference thereon to deed recorded in Deed Book 758, Page 417, Catawba County Registry.

TO HAVE AND TO HOLD for a term of ten (10) years, commencing on the 3rd day of April 2011, and ending on the 2nd day of April, 2021.

This Lease is made upon the following terms and conditions:

1. Lessee shall pay to Lessor the sum of One Dollar (\$1.00) per annum which shall be payable on or before July 1, of each successive year of the Lease without previous demand at the address listed below for the Lessor.
2. Lessee agrees to provide ten (10) vacancies for children of Lessor's employees.
3. It is agreed and understood that any holding over by Lessee of the Demised Premises after the expiration of this Lease shall operate and be construed as a tenancy from month-to-month on the same terms and conditions, including rental.
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 indemnify and save Lessor, including its elected officials and employees, harmless from and against any liability for personal injury or property damage arising from Lessee's use or occupation of the Demised Premises, including specifically liability for any personal injury or

property damage suffered or allegedly suffered by employees, members, guests, business invites or social invitees of Lessee. Lessee shall also assume the burden and expense of defending all legal actions, including attorney's fees, 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, and shall extend to claims arising from such accidents which are either valid or groundless.

6. Lessee agrees, as its own expense, to maintain the Demised Premises and to promptly repair any damage thereto.

7. Lessee agrees that it shall use the Demised Premises only for the purpose of operating a day care center and shall follow all the rules and regulations for operation of said day care center. Lessee shall not change the use from a day care center without the prior written approval of Lessor.

8. Lessee agrees that it will not assign this Lease or sublet all or any portion of the Demised Premises without the express written consent of Lessor.

9. If Lessee shall fail to comply with any other provision or condition of this agreement upon its part to be kept and performed, 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.

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

Lessor: Rodney Miller
Finance Director
Catawba County
Post Office Box 389
Newton, North Carolina 28658

Lessee: Bob Conklin, President/CEO
Young Men's Christian Association of Catawba Valley, Inc.
1375 Lenoir Rhyne Blvd. SE
Suite 202
Hickory, NC 28602

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

12. This Lease, and all covenants, provisions and conditions herein contained shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators and assigns.

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

CATAWBA COUNTY BOARD OF COMMISSIONERS

c. A request from the Social Services Board to name the Radio Station Road group home campus for former Social Services Board member Ethel Lutz. In fall 2010, a Social Services group home on Section House Road was vacated and the five youth there were moved to the Radio Station Road campus to the former Lutz Emergency Shelter. The Lutz building was fully designed for residential services in 1995 and can house six youth. The home on Section House Road was named "Andrea's

Place” in 1997, in honor of Andrea Benfield, retired Child Welfare Program Administrator. Ms. Benfield continues to visit the group home and support it with donations. The former Lutz Shelter was named in 1998 for Ms. Lutz, a former Social Services Board member and tireless advocate for children. Other group homes are named in honor of Bobby Boyd and Villard “Chuck” Blevins, retired Social Services Directors, and in honor of Margaret Stanton, a former child welfare administrator.

Andrea’s Place needed to retain its license and respective name, as approved by the State, to continue continuity of service for the boys, so the former Lutz Home on Radio Station Road was renamed Andrea’s Place. DSS staff contacted the Lutz family to discuss the circumstances and the desire to assure ongoing respect for Ms. Lutz’s advocacy for children. As a result of those discussions, the Social Services Board requested that the Radio Station Road group home campus be named “the Lutz Campus” to recognize Mrs. Lutz and her family. The staff and youth would like to erect a plaque and tree on the grounds to signify this acknowledgement.

d. A request for the Board to approve a tax refund request in the amount of \$984.40. Records have been checked, and the refund verified, so the Tax Collector is asking for approval of the refund request. Under North Carolina General Statute 105-381, a taxpayer who has paid taxes may request a refund in writing for an amount paid through error.

Chair Barnes asked if any commissioner wished to have an item broken out of the consent agenda to be considered separately and none was requested. Vice-Chair Lail made a motion to approve the consent agenda. The motion carried unanimously.

9. Departmental Reports:

a. Finance Department:

Finance Director Rodney Miller requested the Board acknowledge it had received and reviewed a Facility Needs Survey for each school system in the county, though this action did not endorse or commit to the proposed projects. The North Carolina Department of Public Instruction (DPI) performs a survey of school needs, by Local Education Agency (LEA), every five years as required by North Carolina General Statutes. The survey reflects capital construction needs for the years 2010-2015 for each LEA. The projects are ranked from 1-4 indicating the order of priority, with “1” being the most immediate need and “4” indicating low or no need other than routine maintenance and upkeep.

The cost summary for each LEA survey is based on a statewide formula from DPI used by all LEAs in determining estimated costs for each project. Some projects in the survey are currently underway, including an Arndt Middle School project and Webb Murray Elementary School project, which had a ground-breaking last month. Both of these projects had an actual cost that was less than the estimated costs per the DPI formula, and the County’s typical local costs have been lower than the estimates based on DPI formulas. Also included in the report are the current Average Daily Membership (ADM) for each school in the county and the projected ADM for the 2015-16 school year.

Surveys for each of the LEAs in Catawba County, which have been certified by their respective school boards, were sent to commissioners last month. The five-year facility needs identified in each survey closely mirror the County’s understanding of the school facility needs over that same five-year time period.

Vice-Chair Lail made a motion to acknowledge the receipt and review of the Facility Needs Survey for each school system in the county, noting this action did not endorse or commit to the proposed projects. The motion carried unanimously.

b. Planning, Parks and Development:

Jacky Eubanks, Director of Planning, Parks and Development, presented a request for the Board to authorize staff to apply for a Carolina Thread Trail (CTT) implementation grant to acquire 21 acres of land surrounding the Bunker Hill Covered Bridge, subject to the County securing an option for the property. In the fall of 2010, the Catawba County Historical Association applied for a Federal Highway Administration grant to obtain funding to secure the property around Bunker Hill Covered Bridge. The application requested \$224,000 to install security cameras, a sprinkler system and a fire retardant

coating on the underside and interior of the bridge. The Association anticipates notification of grant approval later this spring. If awarded, the grant would provide much needed security and fire suppression at the bridge site, advancing a major goal of the Historical Association, the County's Parks Master Plan and CTT Master Plan to secure greater public access to this national, state and local historical landmark.

Poor access to the site has been an obstacle for over a decade and the major barrier to providing security for the bridge. Planning staff and the Historical Association have explored various options and grant opportunities in order to achieve the goals of better access and security for the site. With the countywide adoption of the Carolina Thread Trail Master plan, the County is now in a position to apply for implementation funds to acquire land around the bridge as part of the CTT designated route and a trailhead access site. The adopted CTT Plan established priority segments to be implemented, including a 2.6-mile segment from Claremont's City Hall to the Bunker Hill Covered Bridge. With the call for implementation grant applications from CTT, Planning staff contacted Claremont regarding its interest in applying for a portion of the trail segment which would connect the Claremont City Park to the I-40 rest area. This segment would coordinate with the County's application, which would acquire land around the bridge site for a future trail and trailhead access. With State and Federal grant sources being severely cut back, the CTT grant provides one of the very few definitive grant opportunities in the near future to acquire land around the bridge site. The CTT grant application is due April 30, with a notification date in late summer 2010. The County's CTT grant application would request up to \$100,000 for a 21-acre tract, a portion of land owned by Bolick heirs. The parcel lies on the west side of Lyle Creek and is essentially landlocked. It is a key tract, in that it is adjacent to the bridge site and eligible for the CTT grant. The Bolick heirs' property consists of over 250 acres, of which the County is interested in 21 acres lying west of Lyle Creek and adjacent to the bridge. The property contains a stand of pines for which the owners may be interested in receiving revenue from timbering. The value of the property based on \$8,400 per acre would be \$176,400. Staff is proposing an offer to purchase be made to the Bolick heirs for \$100,000 with the heirs considering the remaining value of \$76,400 as a "bargain sale" in exchange for the proceeds from the timbering of the pine. The CTT grant would cover the \$100,000 purchase price for the Bolick heir property. No County money would be spent to acquire the 21 acres.

For over seven years, the Connor heir(s) tract fronting on Highway 70 has served as the key tract of land for gaining direct access to the bridge. The County had been unable to negotiate with the Connor heir(s) due to their reluctance to consider selling any portion of the property until the estate was settled. The parcel consists of a 15-acre tract containing a 1,740 square foot house with full-basement, currently being rented. The Connor estate has been settled and the heirs now desire to sell the entire 15-acre tract with the home. The property was appraised in the fall of 2010 at a value of \$280,500. The County has just been made aware of an interest expressed by the N.C. Division of Cultural Resources (DCR) to work with the County Historical Association and Catawba County to acquire the 15-acre Connor heir(s) tract for the purpose of providing access to the bridge. DCR would apply for a N.C. Natural Heritage Trust Fund grant (with application due March 15) and, if successful, would hold title to the Connor property.

Upon award of the grant, it is expected that the State would enter into a Memorandum of Understanding (MOU) with the County detailing the long-term maintenance responsibilities and conditions under which the County could use the property for access to the bridge site. This is a similar arrangement to the 8-acre Stewart tract located southeast of the bridge, which was secured over two years ago for a similar purpose. The County would benefit from this transaction by having the ability to operate a future park around a historic landmark identified in the Parks Master Plan as a high priority. Subject to the State's MOU, the existing dwelling unit could be rented, for the time being, to a caretaker who would oversee security by opening and closing the gate to the bridge access. Long-term, the County would occupy the dwelling unit as a park office or for park programming.

Successful grant awards for the two tracts, consisting of 36 acres, would help achieve a long-standing goal to secure the bridge site and provide access to the bridge, now inaccessible by construction equipment due to erosion of the easement owned by the Historical Association. With acquisition of this property, the County's Utilities & Engineering Department could assist in improving physical

access to the bridge, allowing for better security access and enhanced opportunities for the public to enjoy and learn about the site. The Historical Association currently educates school groups about other historical sites in the county, but has limited opportunities at the bridge due to the condition of the footpath. The improved access will also bring in additional travel and tourism opportunities for the county. The bridge site was named as one of the top 75 places to photograph by *Our State* magazine. The site is prominently displayed on the NCDOT 2011/12 state highway map. With establishment of the CTT trail network connecting Claremont to the I-40 rest area and down Lyle Creek to the bridge site, 700,000 travelers who annually stop at the rest area could walk down the trail to the bridge. By securing the CTT grant for the Bolick property and the State obtaining the Connor heir(s) property through a Heritage Trust Fund grant, the County would meet the goal of securing property for a park around the Bunker Hill Covered Bridge without using County funds for acquisition.

Vice-Chair Lail asked what the total acreage would be if these acquisitions were successful and Mr. Eubanks indicated it would be approximately 48 acres. Commissioner Hunsucker made a motion to authorize staff to apply for a Carolina Thread Trail (CTT) implementation grant to acquire 21 acres of land surrounding the Bunker Hill Covered Bridge, subject to the County securing an option for the property. The motion carried unanimously.

10. Other Items of Business: None.
11. Attorney's Report: None.
12. Manager's Report: None.
13. Adjournment: The meeting adjourned at 7:20 p.m.

Katherine W. Barnes, Chair
Catawba County Board of Commissioners

Barbara E. Morris
County Clerk