

Regular Session, April 4, 2016, 9:30 a.m.
Catawba County Board of Commissioners

Appointments

Economic Development Corporation	734	04/04/16
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Closed Session

To discuss matters relating to the location or expansion of industries	739	04/04/16
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Emergency Services

Supplemental Appropriation for FEMA Mitigation Grant	736	04/04/16
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Finance

Approval of Audit Contract	734	04/04/16
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Legal

Temporary Grading Easement Agreement	734	04/04/16
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Proclamations

Lineman Appreciation Day	734	04/04/16
Volunteer Week in Catawba County	734	04/04/16
National Public Safety Telecommunications Week	734	04/04/16
National Library Week	734	04/04/16
Child Abuse Prevention Month	734	04/04/16
National Public Health Week	734	04/04/16
National County Government Month	734	04/04/16

Utilities and Engineering

Davis Road Water Extension	737	04/04/16
Update on the Justice Center Project	738	04/04/16

The Catawba County Board of Commissioners met in regular session on Monday, April 4, 2016, 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 J. Thomas Lundy, Assistant County Manager Mary Furtado, County Attorney Debra Bechtel, Assistant County Attorney Jodi Stewart and County Clerk Barbara Morris.

1. Chair Randy Isenhower called the meeting to order at 9:30 a.m., noting a quorum was present.
2. Commissioner Sherry E. Butler led the Pledge of Allegiance to the Flag.
3. Commissioner Katherine W. Barnes offered the invocation.
4. Commissioner Butler made a motion to approve the minutes from the Board's Regular Meeting of March 7, 2016, the Special Meeting and Closed Session of March 17, 2016, the Special Meeting of March 21, 2016, and the Special Meeting and Closed Session of March 24, 2016. The motion carried unanimously.
5. Recognition of Special Guests: Chair Isenhower welcomed everyone present and thanked them for their interest in the business of the County.
6. Public Comments. None

7. Presentations:

a. The Board issued a proclamation declaring April 18, 2016, as Lineman Appreciation Day in honor of the linemen of Duke Energy whose dedication keeps energy flowing and lights glowing for the County's citizens.

b. The Board issued a proclamation declaring April 10-16, 2016, as Volunteer Week in Catawba County, honoring dedicated volunteers and urging citizens to devote a portion of their lives to people in need or an important cause or group.

c. The Board issued a proclamation declaring April 10-16, 2016, as National Public Safety Telecommunications Week and recognizing the men and women whose diligence and professionalism keep the county and citizens safe.

d. The Board issued a proclamation declaring April 10-16, 2016, as National Library Week and encouraged all residents to visit the library to explore what is new at their library and engage with their librarian.

e. The Board issued a proclamation declaring April 2016 as Child Abuse Prevention Month. The proclamation urged all citizens to increase their participation in efforts to prevent child abuse.

f. The Board issued a proclamation declaring April 4-10, 2016, as National Public Health Week. The proclamation commended Catawba County Public Health's efforts to make the healthy choice the easy choice for everyone in the community through enhanced opportunities for physical activity, increased access to healthy nutritional options and the creation of tobacco-free environments.

f. The Board issued a proclamation declaring April 2016 as County Government Month in Catawba County. The theme of this proclamation was to encourage counties to focus on strengthening the safety and security of their communities and on recognizing the programs and professional local government employees working to provide safety and security.

8. Appointments.

Chair Isenhower recommended the appointment of Susanne Swinnie for an unexpired term and first term on the Economic Development Corporation Board of Directors. This term will expire June 30, 2019. This recommendation came in the form of a motion, which carried unanimously.

9. Consent Agenda.

County Manager J. Thomas Lundy presented the following two items on the consent agenda:

a. A request for the Board to approve an audit contract between Catawba County and Martin Starnes & Associates for auditing services for fiscal year 2015-16. North Carolina General Statute 159-34 requires that local governments have their financial accounts audited each fiscal year and submit a copy of the audit to the Local Government Commission. In response to the general statute, staff recommended retaining the services of Martin Starnes & Associates to conduct the audit of the County's financial records for the fiscal year ending June 30, 2016. Martin Starnes & Associates has extensive experience auditing North Carolina local governments and has been the auditor for Catawba County since 2001. The fee for fiscal year 2015-16 is \$48,500, an increase of \$1,375 over the prior fiscal year services.

As part of the engagement, Martin Starnes & Associates shall audit all statements and disclosures required by generally accepted accounting principles and additional required legal statements and disclosures of all funds and/or divisions of the County. After completing the audit, the firm will submit to the Board a written report of audit and furnish the required number of copies of the audit report as soon as practical after the close of the accounting period. Martin Starnes & Associates will communicate timely and directly to the Board on matters related to the financial statement audit that are, in the auditor's professional judgment, significant and relevant to the responsibilities of those charged with overseeing the financial reporting process.

b. A request for Board approval of a Temporary Grading Easement Agreement for Lake Hickory Partners, LLC. Property located at 56 29th Ave. NE, Hickory, North Carolina is in the County's name but was purchased with funds from Catawba Valley Medical Center. The vacant parcel is adjacent to where

Publix intends to build a store. In order to construct its store, Publix needs to go on to the property referenced above. There will be some grading to the property which will be an improvement.

Chair Isenhower made a motion to approve the consent agenda as presented. The motion carried unanimously. The following applies:

Temporary Grading Easement Agreement

THIS INSTRUMENT WAS PREPARED BY:

Eloise D. Bradshaw
PATRICK, HARPER & DIXON L.L.P.
P. O. Box 218, Hickory, NC 28603

STATE OF NORTH CAROLINA

COUNTY OF CATAWBA

THIS TEMPORARY GRADING EASEMENT AGREEMENT (this "Agreement") dated as of the _____ day of April, 2016 by and between **Catawba County**, a North Carolina body politic, whose address is 810 Fairgrove Church Road SE, Hickory, North Carolina 28602-9617 (Grantor) and **Lake Hickory Partners, LLC**, a North Carolina limited liability company, whose mailing address is _____, Viera, Florida (Grantee), recites and provides as follows:

WITNESSETH

WHEREAS, Grantor is the owner of certain real property located in Catawba known as Lot 1 (portion) and Lot 12 as shown on a plat recorded in Plat Book 8, Page 122, as more fully described in the deeds recorded in Book 2123, Page 1438 and Book 2123, Page 1422; and located at 56 29th Avenue NE, Hickory, North Carolina (the "Grantor Tract").

WHEREAS, Grantee is the owner of certain real property and more particularly described in a deed recorded in Book 3312, Page 143, Catawba County Registry (the "Grantor Tract").

WHEREAS, Grantee desires to obtain, and Grantor desires to grant to Grantee, a temporary construction easement to grade over and across a portion of the Grantor Tract, pursuant to the terms and conditions as more particularly set forth herein.

NOW, THEREFORE, for and in consideration of the premises, and mutual covenants and agreements hereinafter set forth, the sum of Two Hundred and Fifty and no/100 Dollars (\$250.00) in hand paid by each party to the other, and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties hereby covenant and agree as follows:

1. Grant of Temporary Construction Easement. Grantor hereby grants and conveys to Grantee, its successors and assigns, a temporary construction easement (the "Temporary Construction Easement") on, over and across that portion of the Grantor Tract (the "Easement Area") shown as shaded area on Exhibit A attached hereto for the purpose of grading the Easement Area in conjunction with the construction of a street to be known as 2nd Street NE (the "Construction Work"). The Temporary Construction Easement includes the right and privilege by Grantee, its contractors and agents, to go onto the Easement Area with vehicles, heavy equipment, machinery, and construction supplies in order to perform the Construction Work. Grantee shall be solely responsible for obtaining all necessary governmental permits and approvals for the Construction Work and shall perform the Construction Work pursuant to all relevant regulatory codes, rules, ordinances and guidelines. Grantee shall maintain, at its sole cost and expense, all erosion control measures constructed on the Temporary Construction Easement, and shall remove all such erosion control measures upon completion of the Construction Work. In addition to the removal of the erosion control measures, restoration of the areas disturbed by the Construction Work shall include, but not be limited to, fine grading, the placing of topsoil and re-seeding of the areas disturbed by the Construction Work and repair, replacement or relocation of utility

lines or poles disrupted. Upon the completion of the Construction Work, Grantee shall remove all vehicles, heavy equipment, machinery, and construction supplies from the Easement Area and re-seed any areas of the Grantor Parcel affected by the Construction Work.

2. Maintenance. Grantee and shall have the right to trim, cut, and remove trees, limbs, undergrowth, shrubbery, fences or obstructions on or in the Easement Area that interferes with Grantee's use of the Easement. Grantee shall, at of its sole cost and expense, remove all trash and other debris from the Easement Area during the construction period.

3. Termination of Temporary Construction Easement. The Temporary Construction Easement shall automatically terminate and be of no further force and effect upon the earlier to occur of (i) completion of construction, or (ii) one (1) year from the date hereof.

4. Indemnification. Grantee shall indemnify and hold harmless Grantor from and against any and all claims and liens arising out of the use by Grantee or its agents, employees and contractors of the Temporary Construction Easement and will conduct all operations hereunder at its own risk and expense, and in granting this easement, the Grantor assumes no responsibility or liability whatsoever to any person for any injury, including death or property damage caused by or attributable to or resulting from the Grantee's operations on the Grantor's property.

5. Authority. The Grantor covenants that it is seized of the Easement Area, has the full right and authority to grant the Easements and no other consents or approvals are required.

6. Controlling Law. This Agreement shall be construed, performed and enforced in accordance with the laws of the State of North Carolina.

7. Caption Headings. The headings and captions used in this Agreement are used for convenience only and shall not be deemed to limit, amplify or modify the terms of this Easement.

8. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed pursuant to due authority as of the day and year first written above.

Catawba County,
a North Carolina Body Politic

10. Departmental Reports.

A. Emergency Services.

Emergency Management Coordinator Karyn Yaussy presented a request for the Board to approve a supplemental appropriation for a Mitigation Grant to be fully funded by the Federal Department of Homeland Security and the North Carolina Department of Public Safety in the amount of \$936,774.99. Catawba County is being awarded mitigation project grant funding because of the July 27, 2013, flooding and the resulting Presidential Major Disaster Declaration for Public Assistance. The State of North Carolina has been awarded Federal Department of Homeland Security Mitigation Grant monies to fund projects that reduce overall disaster risks for people and property, and reduce reliance on disaster recovery funds. Approved grant activities include: the voluntary acquisition of four private properties (i.e. structures and land) for open space conversion; and elevating one existing private structure to avoid flooding, including conducting hydrologic and hydraulic studies/analyses, engineering studies, and drainage studies related to the mitigation project. Typically, these types of mitigation projects have a 25% non-federal cost share. In this case, the State of North Carolina will be paying the entire cost-share.

Hazard mitigation actions are taken to reduce or eliminate the long-term risk to life and property from a variety of hazards. Mitigation can occur before, during and after a disaster. It has been shown that mitigation is most effective when based on a comprehensive, long-term plan that is developed before a

disaster occurs. Catawba County's mitigation planning efforts began as early as 2001 and the County has had an approved Multi-Jurisdictional Natural Hazard Mitigation Plan since 2004. This plan approved by the Federal Emergency Management Agency was updated in 2009 and again in 2014.

In order to be eligible to participate in the Department of Homeland Security Pre-Disaster Mitigation Grant program, Catawba County must maintain a current Multi-Jurisdictional Hazard Mitigation Plan. This approved mitigation project involves the voluntary acquisition or elevation of five residential properties in Catawba County and is supported by mitigation strategies, both local and regional, within the current plan.

This is the second of two requests Emergency Services has made regarding the mitigation project. The first in September 2014 was to designate Bryan Blanton, Director of Emergency Services, as Primary Agent and Karyn Yaussy, Emergency Management Coordinator, as Secondary Agent for the Mitigation Grant. This second report was to request a supplemental appropriation of \$936,774.99 for the projects which will be fully reimbursed by the Department of Homeland Security and State of North Carolina. Commissioner Barnes made a motion to approve this appropriation. The motion carried unanimously.

The following appropriations apply:

<u>Revenue</u>		<u>Expense</u>
110-260050-640153		110-260050-849082
Mitigation Project Grant	\$936,774.99	Mitigation Project Grant \$936,774.99

B. Utilities and Engineering.

1. Utilities and Engineering Director Barry Edwards presented a request for the Board to award a bid for construction of the Davis Road Water Extension to Hickory Sand Company of Hickory, North Carolina, in the amount of \$771,261; approve a Loan Contract with the Town of Maiden for repayment of 75% of total project costs; appropriate \$73,563 to the project, and authorize Board Chair Randy Isenhower to execute the Loan Contract.

The Town of Maiden approached Catawba County about installing a water line along Davis Road due to water quality issues associated with a dead-end water line on Water Plant Road. Maiden approved a Loan Agreement with Catawba County at its January 4, 2016, Town Council meeting. Beginning at the dead-end water line on Water Plant Road, the project will extend water along Davis Road, a portion of Buffalo Shoals Road, and Beal Road. Francis Lane, a private road intersecting Davis Road, will be served by a water line the Town of Maiden is installing. This project will provide municipal water to 48 households and one chicken farm.

On March 10, 2016, Catawba County received a total of three bids for the Davis Road Water Project. Based on the review of the bids and qualifications, Davis & Floyd (the design engineer) recommended the bid be awarded to Hickory Sand Company of Hickory, North Carolina for \$771,261. This project was bid with a base bid and an alternate bid. The Town of Maiden requested all concrete and asphalt driveways be bored under, rather than open-cut, during water line installation. The alternate bid is the addition of the driveway bores. Boring a driveway is more expensive than open-cut and patching, but it doesn't require the arduous task of trying to match concrete colors or overlaying asphalt. For aesthetic reasons, property owners generally prefer that driveways not have patches. Hickory Sand Company was the responsive, responsible low bidder for both the base bid and the alternate bid.

From the date of a Notice to Proceed, the contractor will have 180 calendar days to substantially complete the project. This project was funded in the County's Capital Improvement Plan with a project estimate of \$825,862. Appropriating \$73,563 from the Water and Sewer Enterprise Fund Balance covers three items: the alternate bid, construction administration contract with Hulse, McCormick, & Wallace, Inc, and a 5% construction contingency.

Commissioner Hunsucker inquired if bids were coming in higher due to construction activity increased and Mr. Edwards confirmed this was the case. Vice-Chair Beatty stated people off of East Maiden Road

needed water and Mr. Edwards indicated that these homes would be addressed in the next phase of the project.

Commissioner Hunsucker made a motion to award a bid for construction of the Davis Road Water Extension to Hickory Sand Company of Hickory, North Carolina, in the amount of \$771,261; approve a Loan Contract with the Town of Maiden for repayment of 75% of total project costs; appropriate \$73,563 to the project, and authorize Board Chair Randy Isenhower to execute the Loan Contract. The motion carried unanimously.

The following appropriations apply:

Appropriations:

Expense:

475-431100-861500-27007 \$73,563

Davis Road Water

Revenue:

475-431100-690100 \$73,563

Fund Balance Applied

2. Utilities and Engineering Director Barry Edwards presented a request for the Board to award a bid for Site Improvements for the NC Data Campus-Phase B to Neill Grading & Construction Company, Inc. of Hickory, North Carolina in the amount of \$2,146,885. The NC Data Campus is a 70-acre multi-jurisdictional business park partnership between Catawba County, the Cities of Conover and Hickory, and the Towns of Maiden and Catawba. Funded by a portion of the ¼ cent sales tax revenue, the park will bolster Catawba County’s economic development efforts by providing up to three shovel-ready sites marketed primarily for data center recruitment.

The site improvements generally consist of clearing and grubbing, all necessary erosion control measures, earthwork, storm drainage conveyance and detention, water line extension with services, sewer line extension, electrical conduit extension, sidewalks, curb and gutter, asphalt roadway construction, gravel roadway construction, and site stabilization. Catawba County received a total of eight bids for the project from the following on March 1, 2016: Neill Grading & Construction, \$2,389,440; Graham County Land Co., \$2,595,620; Midstate Construction, \$2,687,005; M&M Construction, \$2,926,645; DH Griffin Infrastructure, \$2,997,230; Triangle Grading & Paving, \$3,153,500; Anson Construction, \$3,415,919; and Blythe Development, \$3,829,374.

In review of the current status of the NC Data Campus’ overall budget, County staff and staff from the City of Conover recognized that the total bid amount submitted by Neill Grading and Construction for the Site Development for Phase B exceeded the available funding. Therefore, on behalf of the County, the project engineer negotiated with Neill Grading and Construction to reduce the scope of work for the project according to the unit prices provided in their bid.

Based on the uncertainties of the end user for the property and considering the relative expense of electrical construction, it was determined that the electrical conduit extension, Bid Item Nos. 40, 41, and 42, should be removed from the project scope. Removing these three bid items reduced the contract amount by \$242,555, which is sufficient for the project to comply with available funding. Neill Grading and Construction Company is appropriately licensed with the North Carolina Licensing Board for General Contractors to perform the site improvements and was recommended by McGill Associates to be awarded the Site Development for NC Data Campus-Phase B Project in the reduced amount of \$2,146,885.

Commissioner Hunsucker made a motion to award a bid for Site Improvements for the NC Data Campus-Phase B to Neill Grading & Construction Company, Inc. of Hickory, North Carolina in the amount of \$2,146,885. The motion carried unanimously.

11. Other Items of Business: None

12. Attorney's Report: None.

13. Manager's Report:

County Manager Lundy asked that the Board consider moving into Closed Session pursuant to North Carolina General Statutes 143-318.11(a)(4) to discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations. He did not anticipate any action upon returning to Open Session. Commissioner Butler made a motion to go into closed session pursuant to stated General Statute. The motion carried unanimously. The Board moved into closed session at 10:30 a.m.

14. Adjournment. The Board returned to open session at 10:55 a.m. Vice-Chair Beatty made a motion to adjourn at 10:55 a.m. The motion carried unanimously.

Randy Isenhower, Chair
Catawba County Board of Commissioners

Barbara E. Morris
County Clerk