

Regular Session, April 19, 2010, 7:00 p.m.  
Catawba County Board of Commissioners

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The Catawba County Board of Commissioners met in regular session on Monday, April 19, 2010 at 7:00 p.m. in the Robert E. Hibbits Meeting Room of the 1924 Courthouse in Newton, North Carolina.

Present were Chair Katherine W. Barnes and Commissioners Dan A. Hunsucker, Glenn E. Barger and Barbara G. Beatty.

Vice-Chair Lynn M. Lail was absent.

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

1. Chair Katherine W. Barnes called the meeting to order at 7:00 p.m.
2. Chair Barnes led the Pledge of Allegiance to the Flag.

3. Commissioner Dan A. Hunsucker offered the invocation.
4. Commissioner Glenn E. Barger made a motion to approve the minutes from the Regular Meeting and Closed Session of April 5, 2010. The motion carried unanimously.
5. Recognition of Special Guests: Chair Barnes welcomed all present.
6. Public Comments for Items not on the Agenda: None.
7. Presentations:
  - a. David Nicholson, Outreach Associate from the North Carolina Association of County Commissioners (NCACC), came forward to present the 2010 NCACC Outstanding County Program Awards to two programs of the Catawba County Department of Social Services. Mr. Nicholson said these awards were important in that they recognized beneficial programs that could be utilized by other counties and were not just specific to the capabilities of the winning county. He presented Program Manager Amy Herman and Educational Advocate Adrienne Overby with the Outstanding County Program Award for the Educational Advocate Initiative Program. This program created a position within Social Services to serve as a liaison with the three public school systems in order to improve educational continuity and stability for children in foster care in the county. Mr. Nicholson then presented Family Support Program Manager Jo Sloan and Social Worker Supervisor III Karen Heffner with the Outstanding County Program Award for the Community Based Crisis Intervention Program. This program joined the forces of the Salvation Army of Hickory, the Greater Hickory Cooperative Christian Ministry and the Eastern Catawba Cooperative Christian Ministry with Social Services to more efficiently assist families faced with crises as they struggled to meet heating and cooling needs in their homes.
  - b. Commissioner Barger presented Cooperative Extension Agent Kelly Groves with a proclamation declaring April 17-May 1 as Spring Litter Sweep in Catawba County to encourage local governments and communities, civic and professional groups, businesses, churches, schools, families and individuals to participate in the cleanup of roadsides and common areas such as parks and lake shores. During these weeks, citizens who bring trash collected from roadsides, parks, lakesides and other common areas in special orange bags, or recyclable materials collected from the same areas in blue bags, to the Blackburn Landfill or one of the County's five convenience centers may dispose of the bags free of charge. Bags are available at the Utilities & Engineering Department on the second floor of the Government Center in Newton; the Cooperative Extension Office off Highway 321 Business in Newton; the North Carolina Department of Transportation's County Maintenance Office at 1302 Prison Camp Road, south of Newton; and at Garbage Disposal Service's office at 4062 Section House Road in Hickory. Chair Barnes also reminded all present of the upcoming hazardous waste collection scheduled for May 1, 2010 at the County Government Center.
8. Appointments. None.
9. Departmental Reports.
  - A. Economic Development Corporation:

Julie Pruett, Director of Business Recruitment, Catawba County Economic Development Corporation, came forward and presented a request for Board approval of economic incentives to facilitate Turbotec Products in the purchase of a 100,000 square foot manufacturing facility in the Fairgrove Business Park in Hickory. In addition to the 16 people currently employed at its existing Hickory location, Turbotec plans to create 73 new jobs. While salaries will vary from position to position, the 73 jobs will have an average salary of \$37,403 per year, which is above the Catawba County average wage of \$32,500. The capital investment by Turbotec is projected to be \$6 million, with the approved incentive covering only improvements to real property above the current value and in new machinery, equipment and technology. Total investment in these improvements will be \$3.5 million, including \$1 million in building up-fit and renovations and \$2.5 million in machinery and equipment.

Catawba County began working with Turbotec about two years ago as the company contemplated a move to the southern US from Connecticut. Turbotec operates two facilities in Windsor, Connecticut as well as the Hickory location. Turbotec manufactures heat exchangers and heat transfer products. It supplies leading manufacturers serving a wide variety of heating, air conditioning, refrigeration and geothermal applications. Their products are energy efficient and support Energy Star and green conservation programs and initiatives.

Based on the condition of a total new investment of \$3.5 million and creation of 73 new jobs paying above Catawba County's average wage as determined by the North Carolina Department of Commerce, and adhering to the Board of Commissioners requirements regarding the hiring of high school graduates below the age of 25 and GED recipients above the age of 25 and all North Carolina general statutes, the County incentive is in the form of a performance based grant with a maximum payment of \$8,025 during the first year and \$14,044 for years two and three (with a total maximum incentive of \$36,113) upon satisfaction of conditions of the contract. This amount was derived by determining the guaranteed investment and the subsequent income stream to the County over a three year period and multiplying that figure by 75%. As with all incentives provided by the County, these incentives will be based on a contractual performance agreement which requires Turbotec to meet minimum thresholds of investment (\$2 million by 2010 and an additional \$1.5 million by 2011) and job creation (32 by 2011 and an additional 41 by 2012) each year prior to incentive payment by the County. The agreement requires repayment should the investment and/or job creation amounts not be sustained.

Commissioner Hunsucker stated that he hoped that the public understood that these incentives for an EXISTING industry, exhibiting the Board's desire to support existing businesses in the County. Commissioner Barger noted that this project also utilized a vacant building in the County. He also explained that while the incentives reduced the tax revenue for the County during the incentive period, the County was getting more tax revenues than it would have had this company not chosen to expand.

Commissioner Hunsucker made a motion to approve an economic grant to cause Turbotec to locate a 73 employee manufacturing operation in the 100,000 sf building in Hickory and to cause them to renovate the facility and install equipment equaling a total new investment of a minimum of \$3,500,000. This grant will be a maximum of \$8,025 year one and \$14,044 years 2 and 3 to be used to reimburse Company expenditures as eligible under North Carolina General Statute 158-7.1. The Board of Commissioners also directs the County to execute a contract and any necessary resolutions or addenda between the Company and the County under these terms and conditions and authorizes the Chair to execute these documents. The motion carried unanimously. The following agreement applies.

**Prepared by: Debra Bechtel, Catawba County Attorney  
P.O. Box 389, Newton, North Carolina 28658**

**STATE OF NORTH CAROLINA  
COUNTY OF CATAWBA**

**JOINT ECONOMIC DEVELOPMENT  
AGREEMENT**

This **JOINT ECONOMIC DEVELOPMENT AGREEMENT** (this "Agreement") is made and entered into this day of \_\_\_\_\_, 2010, by and between **Catawba County**, (the "County") a North Carolina Body Politic Corporate in Nature, having a mailing address of **P.O. Box 389, Newton, North Carolina 28658**, and **Turbotec Products, Inc.** ("Turbotec"), a Connecticut corporation registered with the State of Connecticut and having a mailing address of 651 Day Hill Road, Windsor, Connecticut 06095-1719. All material transactions regarding this Agreement shall be deemed to have occurred in Catawba County, North Carolina.

**WITNESSETH:**

**WHEREAS, the County is desirous of fostering joint economic development within its boundaries;  
and**

WHEREAS, North Carolina General Statutes Section 158-7.1(a) authorizes the County to make appropriations for the purpose of aiding and encouraging the location of business enterprises and industrial and commercial plants in or near its boundaries; and

WHEREAS, Turbotec is a Connecticut corporation, registered with the State of Connecticut, lawfully authorized to do business within the State of North Carolina; and

WHEREAS, Turbotec is engaged in manufacturing coaxial heat exchangers and heat transfer tubing within the meaning of North Carolina General Statutes Section 158-7.1; and

WHEREAS, Turbotec intends to purchase an existing building and up-fit the building to accommodate headquarters and manufacturing operations (the "Property") within the limits of the County at 2042 Fairgrove Church Road SE, Hickory, NC, Parcel ID #372116841621 and the adjacent 5.46 acres, Parcel ID # 372116841156 for the purpose of converting such improvements into Turbotec's headquarters and manufacturing operations of coaxial heat exchangers and heat transfer tubing (the "Facility"); and

WHEREAS, in order to engage in such enterprise, Turbotec intends to improve (or cause to be improved) the existing building located on the Property and acquire and/or relocate equipment, and install the same in the Facility; and undertake such other work as may be appropriate to accomplish the improvement described herein (collectively, the "Improvements"); and

WHEREAS, the total investment in the community is expected to be in excess of \$6,000,000; and

WHEREAS, Turbotec anticipates that the total expense of the Improvements, including the up-fit cost of the Property and the Facility inclusive of any costs of machinery, equipment and fixtures, during the Improvement Period, as defined below, will equal or exceed Three Million Five Hundred Thousand (\$3,500,000) Dollars and the Improvements are expected to increase the tax base of the County by a related amount; and

WHEREAS, as a result of the improvements, the facility is expected to create a minimum of 73 jobs requiring a minimum of a high school diploma for anyone 25 years of age or below and a high school diploma or GED for anyone 25 years of age or above and such jobs will conform to average wage requirement under the North Carolina Department of Commerce; and

WHEREAS, as an inducement to Turbotec, and to assist Turbotec in connection with the Improvements, the County is willing to appropriate and expend County funds to provide certain economic development incentives for the creation of jobs, as provided in this Agreement, all such appropriations and expenditures to be made pursuant to the terms and conditions of this Agreement and N.C.G.S. Section 158-7.1(a); and

WHEREAS, the County has approved the appropriation and expenditure as hereinafter set forth for the specific purpose of making economic development grants based on the value of the property improvement and the Improvements to be made; and

WHEREAS, Turbotec, acknowledges that but for the County's provision of economic development grants, it would not have agreed to enter into this enterprise; and

WHEREAS, Turbotec is expected to be a community-oriented company and intends to participate in philanthropy, community events and programs intended to increase health and happiness of its employees and the greater community as a whole; and

WHEREAS, Turbotec is encouraged, to the reasonable extent possible, to purchase local services and supplies, such as, but not limited to, locally produced products, local hotel, motel and hospitality services, local building and construction services, and other products and services; and

WHEREAS, in consideration of these economic development incentives, Turbotec agrees to comply with the covenants and conditions binding upon it as set forth in this Agreement; and

WHEREAS, the parties are desirous of reducing their agreement to written form;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

The County and Turbotec agree that this Agreement shall apply only with respect to Improvements undertaken or payments for such improvements by Turbotec between March 15, 2010 and December 31, 2011 (the "Improvement Period") unless, after appropriate notice and public hearing as required by law, if any, the parties shall agree in writing to extend the same. In no event shall the amounts established herein be increased due to any extension of time for fulfillment of the terms and conditions of this Agreement.

1. This Agreement is executed subject to the fulfillment, on or before April 30, 2010, of each of the following conditions precedent, except to the extent that Turbotec may, in its absolute discretion, waive one or more thereof in whole or in part:

1.1 The County shall deliver to Turbotec an Opinion of Counsel for the County, in form and substance reasonably satisfactory to Turbotec, that this Agreement has been duly authorized, executed and delivered by the County;

1.2 The County shall deliver to Turbotec, in form and substance reasonably satisfactory to Turbotec, evidence in the form of a Resolution or Resolutions, or official minutes, of the County duly adopted authorizing the economic development incentives set forth in this Agreement; and

1.3 The County shall deliver to Turbotec an Opinion of Counsel for the County, in form and substance reasonably satisfactory to Turbotec, stating that this Agreement complies with the terms and requirements of N.C.G.S. Section 158-7.1(a) and is binding upon and enforceable against the County with its terms.

County agrees to use its best efforts to cause such conditions to be satisfied on or before April 30, 2010.

2. This Agreement is executed subject to the fulfillment, on or before April 30, 2010, of each of the following conditions precedent, except to the extent that the County may, in its absolute discretion, waive one or more thereof in whole or in part 2.1

2.1 Turbotec shall have purchased the property located at 2042 Fairgrove Church Road SE, Hickory, NC, Parcel ID #372116841621 and the adjacent 5.46 acres, Parcel ID # 372116841156.

2.2 Turbotec shall deliver to the County a certificate confirming that it has purchased the Property and that the construction, and/or installation of the Improvements will result in the creation, maintenance and availability of a minimum of 73 new net jobs requiring a minimum of a high school diploma for anyone 25 years of age or below and a high school diploma or GED for anyone 25 years of age or above prior to December 31, 2012 in Catawba County, and that those jobs will pay wages that are above the average wage requirement in Catawba County under the North Carolina Department of Commerce, and affirms understanding of, and agrees to comply with, the Calendar of Responsibilities as outlined in Exhibit "A". Such certificate shall be in the form or substantially in the form of the certificate attached to this Agreement as Exhibit "A".

2.3 An Opinion of Counsel for Turbotec, in form and substance reasonably satisfactory to the County, that this Agreement has been duly authorized, executed and delivered by Turbotec; and

2.4 An Opinion of Counsel for Turbotec, in form and substance reasonably satisfactory to the County, stating that this Agreement is binding upon and enforceable against Turbotec, in North Carolina, in accordance with its terms.

Turbotec agrees to use its best efforts to cause such conditions to be satisfied on or before April 30, 2010.

3. In order to induce the County to enter into this Agreement and to appropriate and expend monies for payment of economic development incentives pursuant to this Agreement, Turbotec represents and warrants to the County that as of the execution date hereof:

3.1 It is a corporate company duly organized and existing under the laws of the State of Connecticut, has a place of business within the State of North Carolina, and is in good standing and authorized to do business in the State of North Carolina;

3.2 It has the corporate power and authority to own its properties and assets and to carry on its business as now being conducted and has the corporate power and authority to execute and perform this Agreement;

3.3 This Agreement (i) is the valid and binding instrument and agreement of Turbotec, enforceable against Turbotec in accordance with its terms; (ii) does not violate any order of any court or other agency of government binding on Turbotec, the charter documents or operating agreement of Turbotec or any provision of any indenture, agreement or other instrument to which Turbotec is a party; and (iii) does not conflict with, result in a breach of, or constitute an event of default, or an event which, with notice or lapse of time, or both, would constitute an event of default, under any indenture, agreement or other instrument to which Turbotec is a party;

3.4 There is no suit, claim, action or litigation pending, or to the best knowledge of Turbotec threatened, relating to the Improvements, the use of the Improvements for their intended purpose, or any other matter contained herein;

3.5 To the best of Turbotec's knowledge, there is no impediment to the use of the Property for the purposes contemplated by this Agreement.

3.6 Turbotec is not engaged in a business that would be exempt from property taxes.

4. Subject to satisfaction of the conditions set forth in Sections 1, 2 and 3 above, Turbotec covenants and agrees with the County that in consideration of the appropriation and expenditure by the County of such economic development incentives, Turbotec shall make substantial improvements to the Property during the investment period. Cumulative expenditures are in addition to the purchase price of the building and property and will meet or exceed Three Million Five Hundred Thousand (\$3,500,000) Dollars by December 31, 2011, with Two Million (\$2,000,000) Dollars being invested by December 31, 2010 and an additional One Million Five Hundred Thousand (\$1,500,000) Dollars being invested by December 31, 2011 all of which will qualify and result in additional value for ad valorem tax purposes as determined by the Catawba County tax office. Turbotec further covenants and agrees it will maintain, in good condition, in place said improvements through December 31, 2017. The parties understand and agree that the minimum investment of \$3,500,000 and the maintenance of that investment through December 31, 2017 is a material term of this Agreement.

5. Also subject to satisfaction of the conditions set forth in Sections 1, 2 and 3 above, Turbotec covenants and agrees with the County that in consideration of the appropriation and expenditure by the County of such economic development incentives, Turbotec shall create and maintain a minimum of 32 new jobs by December 31, 2011 and a minimum of 41 additional jobs by December 31, 2012 for a total new job creation of a minimum of 73 jobs by December 31, 2012. Turbotec shall maintain and continue to make available the 73 jobs through December 31, 2017. The parties understand and agree that the minimum number of 73 jobs and the maintenance of those jobs through December 31, 2017 is a material term of this Agreement.

6. Payment of economic development incentives will be made as provided in this Section 6. The County will provide annual payments equal to 75% of the ad valorem taxes associated with the additional value as paid to the County for a three year period, commencing with the taxes payable for the tax values on January 1, 2011, and January 1 of the succeeding two years. In no event will the cumulative payments by the County exceed thirty six thousand one hundred fifteen dollars (\$36,115). Said amount shall be payable in three (3) annual installments, beginning in calendar year 1 and payable through calendar year 3. For purposes of this Agreement, "CY 1" means calendar year 2012 and "CY 2" through "CY 3" means the succeeding two (2) calendar years. Upon payment of ad valorem taxes by Turbotec to the County for each of CY 1 through CY 3, and certification by Turbotec in the form or substantially in the form of the certificate attached hereto as Exhibit B, of improvements made to the date of such certification with proof of taxes paid by Turbotec and verification that Turbotec has created and maintained jobs as outlined in the schedule above, the County will, within sixty (60) days, pay to Turbotec an economic development incentive payment, the amount of which is calculated by multiplying by .75 the total ad valorem tax revenue received by the County attributable to the value of the eligible improvements made by Turbotec pursuant to this Agreement

in excess of the amount attributable to improvements already in place and taxed on the site as of the date that Turbotec acquires the Property. Should the existing real property values in place as of the date of company acquisition be reduced by future assessment, an incentive will be reduced accordingly. This same process will be followed by the County in each of the immediately following two (2) years. Regardless of the calculation, the maximum amount the County would pay in calendar year 1 will be \$8,027 and in each of the calendar years 2 through 3 will be \$14,044, for a combined, maximum total over the three year period of \$36,115. No incentives will be paid to Turbotec in any year they fail to create and maintain aforementioned job requirements or investment minimums as previously set forth. No incentives will be paid by the County after the third year pursuant to this Agreement, but nothing in this Agreement precludes the County and Turbotec from entering into a subsequent agreement pertaining to other economic development incentives. Turbotec shall furnish to the County on or before December 31 of each calendar year the certification required by this Section 6. If requested, Turbotec shall provide the County, at the County's expense, independent certification as to such expenditures.

<b>GRANT YEAR</b>	<b>MAXIMUM PAYMENT BY COUNTY</b>
1	\$ 8,027
2	\$ 14,044
3	\$ 14,044
<b>Total</b>	<b>\$36,115</b>

7. Notwithstanding the provisions of Paragraph 8, in the event Turbotec is unable to meet the requirements of Paragraphs 4, 5 and 6 as a result of (i) an event of force majeure, including but not limited to fires, explosions, acts of God, acts of public enemy, insurrections, riots, terrorism, embargoes, labor disputes, including strikes, lockouts and job actions, or boycotts; (ii) the inability to obtain the governmental permits or approvals (including zoning) necessary for the acquisition of the land or undertaking and operating the Improvements after a good faith effort to obtain same has been made; (iii) shortages of materials or energy; (iv) changes in laws; or (v) other causes beyond the control of and arising without the fault or negligence of Turbotec; then, in such event, the improvement period shall be extended for a period equal to the delay caused by any of the foregoing events so long as Turbotec shall (a) have furnished the County on a timely basis, upon the occurrence of such event, a notice thereof, and (b) take all commercially reasonable steps necessary to relieve the effect of such event and to resume completion of the Improvements.

8. It shall be an Event of Default if any one or more of the following events shall occur for any reason whatsoever (and whether such occurrence shall be voluntary or involuntary or come about or be effected by operation of law or pursuant to or in compliance with any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

a. If Turbotec, except in the event of force majeure, shall commit a material breach of a material covenant or obligation hereunder (including without limitation, the obligation to meet the investment goals and maintaining the minimum number (73) of newly created jobs as set forth herein) and such breach shall continue for a period of sixty (60) or more days following the receipt of written notice from the County;

b. If any material representation, warranty or other statement of fact contained in this Agreement or in any writing, certificate, report or statement furnished by Turbotec to the County in connection with the transaction described in this Agreement, shall be false or misleading in any material respect when given;

c. If Turbotec shall be unable to pay its debts generally as they become due; files a petition to take advantage of any insolvency statute; makes an assignment for the benefit of creditors; commences a proceeding for the appointment of a receiver, trustee, liquidator or conservator of itself or of the whole or any substantial part of its property; files a petition or answer seeking reorganization or arrangement of similar relief under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state;

d. If a Court of competent jurisdiction shall enter an order, judgment, or decree appointing a custodian, receiver, trustee, liquidator, or conservator of Turbotec or of the whole or any substantial part of its properties, or approve a petition filed against Turbotec seeking reorganization or arrangement of similar

relief under the federal bankruptcy laws or any other applicable law or statute; or if, under the provisions of any other law for the relief or aid of debtors, a court of competent jurisdiction shall assume custody or control of Turbotec or of the whole or any substantial part of its properties or

e. If Turbotec shall allow its taxable assets, employment (minimum 73 jobs) and average wage amounts to fall below the minimum values agreed upon in this Agreement, as each of the same pertain to the Facility contemplated by this Agreement;

9. Remedy: If an Event of Default occurs, the obligation of the County as set out herein shall terminate, and Turbotec shall immediately refund to the County all economic development incentive payments paid to Turbotec prior to the date of the Event of Default plus interest at the rate of prime plus one percent (1%). The date the prime interest rate shall be determined shall be the date the County sends to Turbotec notice of the Event of Default.

10. Both Turbotec and the County acknowledge that any and all monies appropriated and expended by the County for economic development incentives, as provided in this Agreement, are for a bona fide public purpose and are expended in good faith reliance on North Carolina General Statute 158-7.1. In the event a Court of competent jurisdiction, after final appeal, rules in a lawsuit to which either Turbotec or the County is a party, that all monies expended by the County pursuant to this Agreement were not offered and accepted in good faith and pursuant to and in compliance with North Carolina General Statute 158-7.1 and, further, that such monies must be repaid, then Turbotec will make such repayment. Further, if any elected officials, officers agents or employees of the County are found by a Court of competent jurisdiction, after final appeal, to be personally liable for any of the monies so expended, and such liability is not covered by the County's public officials' liability insurance, then Turbotec will indemnify such elected officials, officers, agents or employees individually to the extent of the monies expended by the County pursuant to this Agreement, including all court costs and attorney fees; provided, however, such indemnification obligation of Turbotec shall not apply if the liability of such elected officials, officers, agents or employees resulted from intentional or criminal misconduct or a breach of fiduciary obligations to the County. The County agrees to maintain adequate public official liability coverage. In the event one or more lawsuits are brought against the County or any County elected official, officer, agent or employee challenging the legality of this Agreement, then the County, in the exercise of sole discretion, shall defend against any and all such lawsuits.

11. All notices, certificates or other communications required or permitted to be given or served hereunder shall be deemed given or served in accordance with the provisions of this Agreement if the notice is (i) mailed in a sealed wrapper and is deposited in the United States mail, certified mail, return receipt requested, postage prepaid, or (ii) deposited with a national overnight courier service that retains receipts for its deliveries, properly addressed as follows:

Catawba County: Catawba County  
100-A S.W. Blvd.  
Newton, NC 28658  
Attn: J. Thomas Lundy, County Manager

Copy to: Catawba County Attorney's Office  
100-A S.W. Blvd.  
Newton, NC 28658  
Attn: Debra Bechtel, County Attorney

Company: Turbotec Products, Inc.  
651 Day Hill Road  
Windsor, Connecticut 06095-1719  
Attn: Sunil Raina

(\*NOTE: Sometime during 2011 this address will change to the new corporate location in Hickory \_\_\_\_\_.)

Catawba County or Turbotec may, by notice given to the other, designate any further or different addresses to which notices, certificates, requests or other communications shall be sent.

12. This Agreement shall inure to the benefit of, and is binding upon, Catawba County and Turbotec and their respective successors and assigns. However, neither this Agreement, nor any rights, privileges, or claims created by this Agreement may be transferred by Turbotec without the prior, written approval of the County, which approval will not be unreasonably withheld, conditioned or delayed.
13. Except as otherwise provided in this Agreement, this Agreement may not be amended, changed, modified or altered except by written agreement of the parties.
14. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions of this Agreement.
15. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such fully-executed counterpart.
16. This Agreement is governed by and shall be construed in accordance with the laws of the State of North Carolina, venue in Catawba County.
17. The term of this Agreement shall commence on the date of execution and expire upon payment by the County of all payments due to Turbotec hereunder, unless earlier terminated as provided herein.
18. Both Turbotec and Catawba County acknowledge and stipulate that this Agreement is the product of mutual negotiation and bargaining and that it has been drafted by Counsel for both Turbotec and Catawba County. As such, the doctrine of construction against the drafter shall have no application to this Agreement.

Executed the date first set forth above.

B. Planning, Parks and Development:

Director of Planning, Parks and Development Jacky Eubanks requested the Board adopt a Joint Cooperation Agreement and budget ordinance in connection with the 2009 Community Development Block Grant (CDBG) Individual Development Account (IDA) Unifour First Time Homebuyer Program. Catawba County has received \$70,000 from the North Carolina Department of Commerce's Division of Community Assistance for this program. Catawba County is to be the lead entity for three years for this program which involves all four "Unifour" counties (Alexander, Burke, Catawba and Caldwell). These funds will be used to provide down payment assistance as potential clients are selected for an IDA class and approved to purchase a home, to be used with the available Unifour Consortium First-Time Homebuyer Assistance Program Funds of \$5,000 for an existing home and \$7,500 for a newly constructed home in the four county area. Funding equal to \$1000 per person, for a total of 30 clients, was provided through the CDBG-IDA program. The Western Piedmont Council of Governments (WPCOG) will administer this grant for Catawba County. An agreement between the WPCOG and the County was approved on September 21, 2009 for administrative services required for submission of this grant.

Commissioner Beatty made a motion to adopt the joint cooperation agreement and budget ordinance in connection with the 2009 Community Development Block Grant (CDBG) Individual Development Account (IDA) Unifour First Time Homebuyer Program. The motion carried unanimously. The following resolution and ordinance apply:

**RESOLUTION OF CATAWBA COUNTY  
APPROVING PARTICIPATION OF CATAWBA COUNTY  
IN THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
INDIVIDUAL DEVELOPMENT ACCOUNTS (IDA) PROGRAM  
AND  
AUTHORIZING THE CHIEF EXECUTIVE OFFICER  
TO ENTER AND EXECUTE  
A JOINT COOPERATION AGREEMENT**

**WHEREAS**, a provision of the IDA Program is that multiple governmental bodies may join together and thereby qualify for a IDA grant; and

**WHEREAS**, the Western Piedmont Council of Governments has proposed that such a joint cooperation agreement will facilitate regional and intergovernmental cooperation and the accomplishment of common goals and objectives;

**NOW, THEREFORE, BE IT RESOLVED** that the CATAWBA County Board of Commissioners authorizes the Chief Executive Officer to negotiate and execute the “Joint Cooperation Agreement for the CDBG/IDA Program”, substantially in the form as attached herewith, subject to approval of the County Attorney as to form and legality.

ADOPTED this the 19th day of April , 2010.

**ORDINANCE#** \_\_\_\_\_

**CATAWBA COUNTY PROJECT BUDGET ORDINANCE  
FOR THE 2009 COMMUNITY DEVELOPMENT BLOCK GRANT  
UNIFOUR INDIVIDUAL DEVELOPMENT ACCOUNT PROGRAM (IDA)**

Be it ordained by Catawba County Commissioners that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted.

Section 1. The project authorized is the Community Development Project described in the work statement contained in the Grant Agreement (#09-C-2042) between this unit and the Department of Commerce. This project is more familiarly known as the 2009 IDA Individual Development Account Unifour 1<sup>st</sup> Time Homebuyer Program.

Section 2. The officers of this unit are hereby directed to proceed with the grant project within the terms of the grant document(s), the rules and regulations of the Department of Commerce, and the budget contained herein.

Section 3. The following revenues are anticipated to be available to complete this project.

Revenues

Community Development Block Grant	\$ 70,000
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Section 4. The following amounts are appropriated for the project:

Expenditures

Down Payment Assist & Housing Services	\$ 60,000
Administration	<u>\$ 10,000</u>
	\$ 70,000

Section 5. The Finance Officer is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records to provide the accounting to the grantor agency required by the grant agreement(s) and federal and state regulations.

Section 6. Funds may be advanced from the General Fund for the purpose of making payments as due. Reimbursement requests should be made to the grantor agency in an orderly and timely manner.

Section 7. The Finance Officer is directed to report quarterly on the financial status of each project element in Section 4 and on the total grant revenues received or claimed.

Section 8. The Budget Officer is directed to include a detailed analysis of past and future costs and revenues on this grant project in every budget submission made to this Board.

Section 9. Copies of this grant project ordinance shall be made available to the Budget Officer and the Finance Officer for direction in carrying out this project.

Adopted this the 19th day of April, 2010.

County Planning Director Jacky Eubanks also announced that the County has received written notice from the State of North Carolina that the County would receive a \$2.1 million grant originally awarded in 2008 from the Clean Water Trust Fund, which had been frozen by the State during the recent economic downturn. The grant funds will be used along with up to \$1.1 million from Duke Energy, part of Duke's relicensing agreement regarding the operation of hydroelectric dams along the Catawba River chain, to purchase 589 acres along Mountain Creek from Crescent Resources for a proposed passive park for the southeastern part of Catawba County.

C. Emergency Services:

1. Emergency Services Director Bryan Blanton requested the Board approve a supplemental appropriation of \$32,000, from a federal Assistance to Firefighters Grant, for the purchase of tablet computers for Emergency Medical Services. The primary goal of the Assistance to Firefighters Grants (AFG) is to meet the firefighting and emergency response needs of fire departments and non-affiliated emergency medical service organizations. A grant application in the amount of \$40,000 for tablet computers was submitted to the AFG Program by Catawba County Emergency Medical Services. The grant program funds 80% of the total project cost, which is \$32,000 in this case. Local funds must be used for the remaining \$8000, and these funds are available in the County budget for this fiscal year.

These funds will provide a tablet computer for each ambulance operated by Catawba County Emergency Medical Services. This will allow staff to complete required documentation in a more timely and efficient manner. EMS utilizes an electronic patient care reporting system (emsCharts). This software consists of both desktop and mobile applications. Patient care reports are currently completed at EMS bases using the desktop application, or by using the mobile application on a laptop computer in ambulances. Laptop computers are difficult to use inside an ambulance due to their size and configuration. Additionally, all of the ambulances are not equipped with laptop computers at this time. State and Federal regulations require EMS agencies to obtain a number of signatures each time they provide care to a patient. This is currently accomplished by using paper forms. Staff scan these forms and import an electronic copy to the associated patient care report after each response. Tablet computers are smaller and can be configured to use inside an ambulance in a safe and effective manner. Tablet computers are capable of capturing signatures electronically which will reduce the use of paper and the extra time associated with scanning and attaching items to the patient care report. Staff will be able to complete and submit entire patient care reports prior to returning to a base.

Commissioner Beatty asked if this system could be sync'd with the hospital systems but Mr. Blanton indicated that that was something the state was working on and it was expected to occur sometime in the future. Commissioner Barger made a motion to approve this supplemental appropriation and the motion carried unanimously. The following appropriations apply:

**Appropriation Increase**

Revenue

110-260060-620409

AFF Grant – Tablet Computers \$32,000

Expense

110-260060-849011

AFF – Tablet Computers \$32,000

2. Emergency Services Director Bryan Blanton requested the Board approve a supplemental appropriation of two Citizen Corps Grants, from a federal Homeland Security Grant through the North Carolina Governor’s Office, in the amount of \$7659.20 for development of two new Community Emergency Response Teams and \$4704 for Citizen Corps refresher training. These grants will fund the entire costs of the training and refresher programs with no appropriation of County funds.

The objective of these projects is to form, educate and provide equipment for two new Community Emergency Response Teams and conduct a full day of refresher training for the existing teams. The teams will be prepared to take care of themselves and their neighbors in the event of a disaster. By utilizing these grants, the County hopes to train disaster volunteers within Catawba County and increase the diversity among its Community Emergency Response Team members. The new teams are expected to consist of a group of faculty and students from Lenoir-Rhyne University and Catawba Valley Community College, and a team from the Hispanic communities in Newton, Conover and Hickory.

A Catawba County Citizen Corps Council was established in 2002 and trained its first Community Emergency Response Team during that year. The Council supports six Community Emergency Response Teams, twenty-four neighborhood watch programs, a Volunteers in Police Service program and a Fire Corps program. The County provides no direct financial support to Citizen Corps, but provides indirect support by serving on the Citizen Corps Council and assisting with the coordination of training, activities, and grant management.

Commissioner Beatty made a motion to approve these supplemental appropriations for the new community emergency response teams and the Citizen Corps refresher training. The motion carried unanimously. The following appropriations apply:

**Appropriation Increase**

<u>Revenue</u>		<u>Expense</u>	
110-260060-631837		110-260060-849137	
Citizen Corps Grant	\$7,659.20	Citizen Corps Grant	\$7,659.20
110-260060-631837		110-260060-849137	
Citizen Corps Grant	\$4,704	Citizen Corps Grant	\$4,704

3. Emergency Services Director Bryan Blanton requested the Board approve amendments to the Catawba County Animal Services Fee Schedule to include \$15 fees for micro-chip insertion, heartworm testing and feline leukemia testing. The shelter initiated a micro-chip program in September 2009. This program insures that every dog and cat adopted from the shelter has a micro-chip inserted prior to leaving the shelter. This allows animals to be quickly identified and returned to their owners as soon as possible. To keep adoption cost down, a decision was made not to add the extra cost of the micro-chip to the adoption fee. By offering this program to individuals recovering pets from the shelter and the general public for a \$15 fee, the County expects to assist the shelter in identifying and returning pets to their rightful owners in a timely manner. The shelter also sends animals to rescue groups in New York and New Jersey for adoption. These animals must be tested for heartworm and/or Feline Leukemia prior to being transported. The costs associated with this testing are currently not being recovered. The Animal Services Manager has spoken with rescue groups that work with the County’s Animal Services and they all agree the fee should be implemented to recover these costs.

Section 2-622 of the County Code states that the County’s fee policy is intended to insure equitable and consistent fees for County services and that fees are grouped into basic categories. These requested amendments to the Animal Services fees fall under the “Fees paid directly by citizens for services” category. The philosophy of these fees is that a citizen should pay the bulk of the cost of services if the citizen is the primary benefactor, but recognizes that most citizens are county taxpayers and the cost of service should also be supported by tax revenues. The cost of a micro-

chip itself is \$8.95. Staff spends approximately ten minutes inserting the chip, educating the animal owner, completing documentation, and submitting data to a national database for each animal that receives a micro-chip. The cost of the heartworm test is \$6.50 and requires staff to spend approximately 15 minutes drawing blood, analyzing the blood test, and documenting the results. The cost of the Feline Leukemia test is \$12.91 and also requires staff to spend approximately 15 minutes drawing blood, analyzing the blood test, and documenting the results.

Commissioner Hunsucker made a motion to approve these amendments to the Catawba County Animal Services Fee Schedule. The motion carried unanimously.

10. Other Items of Business: None.
11. Attorneys' Report: County Attorney Debra Bechtel reported the settlement of case 09-CVS-2965, Shoemaker, et al. vs. Catawba County, Catawba County Sheriff's Department and Deputy John Michael Saunders.
12. Manager's Report: None.
13. Adjournment: Commissioner Barger made a motion to adjourn at 7:40 p.m. The motion carried unanimously.

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Katherine W. Barnes, Chair  
Catawba County Board of Commissioners

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Barbara E. Morris  
County Clerk