

Regular Session, August 19, 2013, 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, August 19, 2013 at 7:00 p.m. in the Robert E. Hibbits Meeting Room of the 1924 Courthouse, 30 North College Avenue, Newton, North Carolina.

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

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

1. Chair Katherine W. Barnes called the meeting to order at 7:00 p.m. and noted that Vice-Chair Barbara Beatty would be joining the meeting shortly and Commissioner Lynn M. Lail was participating by teleconferencing.
2. Chair Barnes led the Pledge of Allegiance to the Flag.
3. Commissioner Dan Hunsucker offered the invocation.
4. Commissioner Hunsucker made a motion to approve the minutes from the Board's Regular and Closed Sessions of August 5, 2013. The motion carried unanimously.
5. Recognition of Special Guests: Chair Barnes welcomed everyone present and specifically acknowledged scouts from Troop 325 from Beth Eden in Newton who were there to complete their citizenship and communications badges and the editor of the Observer New Enterprise, Frank Taylor.
6. Public Comments for Items Not on the Agenda: None.
7. Appointments:
Chair Barnes presented recommendations of Vice-Chair Beatty for the reappointment of Kevin Moretz for a first full term and Patricia Gibson for a second term on the Library Board of Trustees.

These terms will expire June 30, 2017. Commissioner Isenhower made a motion to approve these appointments. The motion carried unanimously.

Vice-Chair Barbara Beatty joined the meeting at 7:05 p.m.

8. Departmental Reports:

A. Emergency Services Department.

1. Emergency Services Director Bryan Blanton presented a request for a pyrotechnics permit for Fred T. Foard High School. The school submitted a Pyrotechnic Permit application for a fireworks display to be conducted at 3407 Plateau Road, Newton, NC on August 23, 2013. This display is in celebration of opening night of the 2013 high school football season and is scheduled to occur at approximately 6:50 p.m. and periodically throughout the football game.

Fred T. Foard High School has contracted with Zambelli Fireworks Manufacturing Company to conduct the exhibition. Mr. David Thompson of Zambelli will be the operator for this event and possesses a valid "Outdoor Pyrotechnics Display Operators Permit" through the North Carolina Department of Insurance's Office of State Fire Marshal. Based on the application, all statutory requirements have been or will be met. If, at any time, any requirement of the permit is not satisfied, the Fire and Rescue Division will immediately revoke the permit. Commissioner Hunsucker made a motion to approve this permit. The motion carried unanimously.

2. Emergency Services Director Bryan Blanton presented an update on the recovery efforts from the flooding of July 27, 2013. As of August 16th, 834 properties had been assessed, with 5 deemed destroyed, 99 with major damage, 543 with minor damage, and 197 categorized as "other" damage. 726 properties were certified for waivers of landfill solid waste tipping fees, zoning and flood plain development fees, and building permit fees. The Disaster Recovery Center was open August 8-15, 2013, and the Small Business Administration and North Carolina Individual Assistance received 331 initial applications, with 74 return applicants. The verification assessments are underway, with a minimum of three to four weeks processing time. Conover, Hickory, Long View and Newton have met with State assessment teams and Catawba County Schools, Catawba Valley Community College and the Catawba County Historical Association are working with the State to determine eligibility for public assistance. Mr. Blanton praised partnerships with the American Red Cross, Catawba County United Way, Christ Church, Eastern Catawba Cooperative Christian Ministry, Greater Hickory Cooperative Christian Ministry, NC Baptist Disaster Relief, New Life Christian Church, United Methodist Committee on Relief and Catawba County Emergency Services, Public Health and Social Services. Board members praised staff and these partnering agencies for their efforts and Chair Barnes noted the partnering agencies would be recognized at the Board's September 16th meeting.

B. Utilities and Engineering

1. Utilities and Engineering Director Barry Edwards presented a request for Board approval of the execution of documents relating to a 2013 Community Development Block Grant (CDBG) Infrastructure Grant, which will provide municipal water service to low and moderate-income households. On July 1, 2013, Catawba County was awarded a CDBG Infrastructure Grant from the North Carolina Department of Commerce in the amount of \$750,000 for the Old Shelby Road Water Line Extension.

The project will extend water south on Old Shelby Road between JV Parker Road and Buff & Allen Road, beginning at an existing water line on Old Shelby Road that was part of the Advents Crossroad Water Project initially installed in 2003. As a part of this project, several neighborhoods and side streets will also be served including White Pine Drive, Hemphill Road, Salem Road, and Faith Olive Church Road.

This project will provide municipal water to 131 persons of whom 123, or 94%, are low to moderate-income (LMI). These 131 persons represent 63 households, of which approximately 90% are LMI. Of the 63 households being served, 52 show severe water needs and six show moderate water needs, illustrating a water need in 92% of the households.

Due to the imperative need for water and low income in this community, the grant will provide the installation of 3,800 linear feet of 12-inch water lines along Old Shelby Road and 4,300 linear feet of 8-inch water lines along the secondary roads. The County is providing an 8.5% match of \$63,000 for a total project budget of \$813,000 to cover design, permitting, construction, service connections to 63 homes, and grant and contract administration. The County's match will come from the waiving of capital fees for the 63 connections. The project is being developed in cooperation with the City of Hickory. It will be an extension of the Advents Crossroad Revenue Sharing Agreement, dated April 1, 2003, between Catawba County and the City of Hickory.

Commissioner Isenhower confirmed that the project would take approximately two years to complete. He then made a motion to approve the execution of these documents. The motion carried unanimously. The following documents apply:

**CATAWBA COUNTY'S PROJECT BUDGET ORDINANCE
FOR THE 2013 CDBG INFRASTRUCTURE OLD SHELBY ROAD WATER LINE EXTENSION**

Be it ordained by the County Commissioners of Catawba County 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 (#12-C-2512) between this unit and the Department of Commerce. This project is more familiarly known as the 2013 Catawba County Infrastructure Old Shelby Road Water Line Extension Grant.

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.

<u>Revenues</u>		
Community Development Block Grant	\$	750,000
Catawba County Local Funds	\$	<u>63,000</u>
	\$	813,000

Section 4. The following amounts are appropriated for the project:

<u>Expenditures</u>		
Water Improvements(CDBG)	\$	678,884
Water Improvements (County)	\$	63,000
Administration(CDBG)	\$	<u>71,116</u>
	\$	813,000

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 August, 2013.

RESOLUTION # _____

CATAWBA COUNTY
POLICIES AND GUIDELINES FOR THE
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

WHEREAS, Catawba County has been awarded a Community Revitalization Grant Award for \$750,000; and

WHEREAS, Catawba County desires to adopt Community Development Program Policies and Guidelines; and

WHEREAS, The Community Development Office has created Community Development Program Policies and Guidelines;

NOW, THEREFORE, BE IT RESOLVED, Catawba County hereby adopts Community Development Program Policies and Guidelines as herein contained.

Adopted this the 19th day of August, 2013.

Chair, County Commissioners

AGREEMENT BETWEEN THE
WESTERN PIEDMONT COUNCIL OF GOVERNMENTS AND
CATAWBA COUNTY
FOR THE PROVISION OF
GRANT MANAGEMENT ASSISTANCE:
OLD SHELBY ROAD WATERLINE EXTENTION CDBG PROJECT
SEPTEMBER 1, 2013 – AUGUST 31, 2015

This AGREEMENT, entered into on this the _____ day of _____, _____, by and between the Western Piedmont Council of Governments (hereinafter referred to as the "Planning Agency") and Catawba County, North Carolina (hereinafter referred to as the "Local Government"); WITNESSETH THAT:

WHEREAS, the Planning Agency is empowered to provide technical assistance by the North Carolina General Statutes and by resolution passed by the Planning Agency on May 17, 1972. Technical assistance shall consist of the provision of services as described in Attachment A, which is herein made a part of this Contract;

WHEREAS, the Local Government has requested the Planning Agency to provide such technical assistance to the Local Government; and

WHEREAS, the Planning Agency desires to cooperate with the Local Government in every way possible to the end that the proposed activities are carried out in an efficient and professional manner;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **Personnel.** That during the period of this Contract, the Planning Agency will furnish the necessary trained personnel to the Local Government.

2. **Travel/Printing.** The Local Government will pay for expenses related to conferences, conventions, seminars, local travel, etc. of the personnel when the Local Government requests or approves travel related to the Local Government's planning program, or if it is beneficial to both parties, the costs will be shared on an agreed-upon ratio.

The Local Government will also pay for expenses related to printing of report(s), mailings to advisory boards, and other costs not related to normal travel and staffing costs associated with personnel furnished by the Planning Agency.

3. **Compensation.**

The Local Government will pay the Planning Agency an amount not to exceed \$70,000 (seventy thousand dollars) for the satisfactory performance of all services related to administration of the project as defined in the attached Scope of Services. Planning Agency personnel will keep an accurate record of time spent, which will serve as the basis for the amount charged to the Local Government per month. The Local Government will reimburse the Planning Agency monthly at a rate per hour for each of the personnel involved, which includes the salary, fringe benefits, travel and indirect costs, plus travel and other approved expenses.

All other costs associated with the administration of the CDBG grant will be expended from the grant administration allowance budgeted for the Local Government.

It is expressly understood and agreed that total compensation shall not exceed the maximum sum specified without prior approval of both agencies.

4. **Termination/Modifications.** The Local Government may terminate this Contract by giving the Planning Agency a thirty-day written notice. Furthermore, if there is a need to amend the proposal outlined in Attachment A, either party may do so with the written approval of the other.

5. **Time of Performance.** The Planning Agency shall ensure that all services required herein shall be completed and all required reports and documents submitted during the period beginning September 1, 2013 and ending August 31, 2015.

6. **Key Personnel.** The Planning Agency shall not substitute key personnel assigned to the performance of this contract without prior written approval by the County and the grantor agency, the North Carolina Department of Commerce, Division of Community Assistance. Individuals designated as key personnel for proposes of this contract are those specified in the Planning Agency's proposal.

7. **Subcontracting.** Work proposed to be performed under this contract by the Planning Agency or its employees shall not be subcontracted without prior written approval by the Agency's Contract Administrator and the grantor agency, the North Carolina Department of Commerce, Division of Community Assistance. Acceptance of an offeror's proposal shall include any subcontractor(s) specified therein.
8. **Interest of Members, Officers, or Employees of the Planning Agency, Members of the Local Government, or Other Public Officials.** No member, officer, or employee of the Planning Agency or its agents; no member of the governing body of the locality in which the program is situated; and no other public official of such locality or localities who exercise any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The Planning Agency shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.
9. **Nondiscrimination Clause.** No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination with any program or activity funded in whole or in part with funds available under the Housing and Community Development Act of 1974, Section 109.
10. **Age Discrimination Act of 1975, as amended.** No qualified person shall on the basis of age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.
11. **Section 504, Rehabilitation Act of 1973, as amended.** No qualified disabled person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.
12. **Access to Records and Record Retainage.** All official project records and documents must be maintained during the operation of this project and for a period of three years following closeout, in compliance with 15 NCAC 13L Rule .0911, Recordkeeping. The NC Department of Economic and Community Development, US Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Planning Agency which are pertinent to the execution of this Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions in compliance with 15 NCAC 13L Rule .0911, Recordkeeping.
13. **Liquidated Damages Clause.** If the project fails to be carried out within the time frame outlined in the administrative proposal due to activities attributed to the Planning Agency, the Local Government may assess the Planning Agency a sum in the amount of \$100 per week for any subsequent weeks until completion.
14. **Termination of Agreement for Cause.** If, through any cause, the Planning Agency shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or violate any of the covenants, conditions, or stipulations of this Agreement, the Local Government shall thereupon have the right to terminate this Agreement by giving written notice of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared under this Agreement shall, at the option of the Local Government, become its property, and the Planning Agency shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials in direct proportion to the extent of services actually completed.

15. **Grantee Assurances.** In the performance of this Agreement, the Planning Agency shall comply with all applicable federal rules and procedures outlined on the attached pages as E.O. 11246 Clause, the Section 3 Clause and Lobbying Clause (Attachments B,C and D).

IN WITNESS WHEREOF, the Planning Agency and the Local Government have executed this Agreement as of the date first above written.

LOCAL GOVERNMENT: CATAWBA COUNTY WESTERN PIEDMONT COUNCIL OF GOV'TS. PLANNING AGENCY: WESTERN PIEDMONT COUNCIL OF GOV'TS.

By: _____
County Manager

By: _____
Executive Director

LOCAL GOVERNMENT:

PLANNING AGENCY:

By: _____
Chair

By: _____
Chairman

2. Utilities and Engineering Director Barry Edwards presented a request for the Board to waive normally charged permit fees, applicable to the Catawba County Fee Schedule, Building Permit Fees section, for the 2013 Greater Hickory Kia Classic Golf Tournament at Rock Barn. The County received a request from Mr. Peter Fisch, Tournament Manager of the Greater Hickory Kia Classic at Rock Barn, to waive the permit fees for the 2013 tournament. The event is scheduled to be held at the Rock Barn Golf and Spa in Conover, October 14-20, 2013.

The Building Permit Fees have been waived for the previous Greater Hickory Kia Classic events, now in its 11th year. The request to waive permit fees is applicable only to the section of the Catawba County Fee Schedule associated with Building Permit Fees. In order to protect the safety, health, and welfare of citizens and visitors to Catawba County for this event, the approval will not negate permit issuance or inspections. The waived permit fees are estimated to be valued at less than \$4,000. It has been estimated that last year's event impacted the local economy in excess of \$15 million. The event attracts more than 65,000 spectators, volunteers, and vendors, and airs over 15 hours of live and replay coverage on the Golf Channel. Commissioner Hunsucker made a motion to waive these fees. The motion carried unanimously.

9. Other Items of Business:

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

New Classification for Child Support Unit, effective September 1, 2013.

A new classification, Child Support Supervisor III (pay grade 73), has been established and added to the existing pay plan. The creation of this position will create a supervisory structure that aligns with

the County's other eligibility programs and will provide a more appropriate division of supervisory responsibility within the 23 FTE Child Support Unit. This classification will be responsible for supervising up to half the staff in the Child Support Unit and will have overall responsibility for the Child Support Unit, conduct second party reviews, train new agents, and ensure understanding and adherence to policies. Furthermore, the creation of this classification will ensure proper coaching and oversight of 23 Child Support staff on a regular basis. In addition, the new classification will improve customer service and provide more timely issue resolution.

B. Budget Transfers: Pursuant to Board authority granted to the County Manager, the following budget transfer has been completed:

Contingency

110-190100-994000	Contingency	\$20,682
110-280100-842530	Communication Center – Repair & Maint. Other Equip	\$20,682

8/23/13 – Transfer from contingency to repay to repair the microwave link at Anderson Mountain damaged in the July 27th storm. A claim has been filed with insurance but the final amount that will be covered is not known and the repair is needed as soon as possible.

- 10. Attorney's Report: None.
- 11. Manager's Report: None.
- 12. Adjournment. Vice-Chair Beatty made a motion to adjourn at 7:22 p.m.

Katherine W. Barnes, Chair
Catawba County Board of Commissioners

Barbara E. Morris
County Clerk