

Regular Session, October 5, 2015, 9:30 a.m.  
Catawba County Board of Commissioners

**Closed Session**

Attorney Client Privilege/Economic Development 642 10/05/15

**Economic Development Corporation**

Axjo America, Inc. Incentives 633 10/05/15

**Public Health**

Intent to Sell or Convey Catawba County Home Health 641 10/05/15

**Resolutions**

Axjo America, Inc. Incentives 633 10/05/15

Intent to Sell or Convey Catawba County Home Health 641 10/05/15

**Tax**

Fiscal Report and Settlement of 2014 Taxes 641 10/05/15

The Catawba County Board of Commissioners met in regular session on 9:30 a.m. at the Catawba Valley Community College Workforce Development Innovation Center, 2601 21<sup>st</sup> St. Drive, SE, Hickory, 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 Managers Dewey Harris and Mary Furtado, Counsel to the Board David Hood and County Clerk Barbara Morris.

1. Chair Randy Isenhower called the meeting to order at 9:30 a.m. and noted 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 Barnes made a motion to approve the minutes from the Board's Regular Meeting and Closed Session of September 21, 2015 and the corrected minutes of the Board's Special Meeting of June 25, 2015. The motion carried unanimously.
5. Recognition of Special Guests: Chair Isenhower welcomed everyone.
6. Public Comments for Items Not on the Agenda: None.
7. Appointments: None.
8. Departmental Report.
  - A. Economic Development Corporation.

EDC Director of Business Recruitment Julie Pruet presented a request for the Board to approve an Economic Development Agreement between the County and Axjo America, Inc., adopt a related resolution, and authorize the Chair to execute these, along with any other needed documents. Axjo America, Inc. plans to up-fit and/or equip an existing manufacturing facility at 221 S. McLin Creek Road in Conover. It plans to invest a minimum of \$11.1 million, and create 14 new jobs and retain

15 existing jobs over five years. The average wage of all new jobs created will meet or exceed 100% of the county average wage of \$36,770 annually or \$17.68 per hour.

Axjo also considered other counties in North Carolina and South Carolina locations for this production expansion. Axjo has focused on production of plastic spool products for the cable industry in smaller sizes that have the highest volume, but over the next five years it plans to expand the product offerings to larger sizes. Axjo America is a subsidiary of Axjo AB, a Swedish company in business since 1945 and a leading supplier of plastic spools in Europe. Axjo America located in Hickory in 2011 but since has outgrown its facility. After exhausting a search for suitable buildings in Hickory and other locations, Axjo plans to purchase a facility in Conover. It uses primarily recycled, environmentally friendly materials and the latest injection molding technology to produce fiber-optic reels for spooling equipment. Over the next five years it plans on expanding into the large spool sizes, adding new injection molding machines each year.

The incentive grant is based on a contract with obligations requiring satisfactory performance by the company and adhering to all NC General Statutes. The contract requires a minimum investment of \$11.1 million, the retention of 15 existing jobs, and the creation of 14 new jobs at the facility. An incentive equal to 50% of new tax receipts will be paid to Axjo America annually for six years after submitting proof of performance. This amount will be subject to the usual contractual commitments and would total a maximum of \$132,539 (prior to depreciation). Based on the current tax rate, payments will equal a maximum of \$8,338 in Year 1, \$14,231 in Year 2, \$20,125 in Year 3, \$26,019 in Year 4, \$31,913 in Year 5 and \$31,913 in year 6. Like all incentives provided by the County, these incentives will be based on an economic development agreement which requires Axjo America to meet minimum thresholds of investment (\$11.1 million), retention of existing jobs (15), and new job creation (14) by 2020, which must be maintained for a minimum of three years following the payment of the final incentive. All jobs will meet 100% of the county average wage at \$36,700. The agreement includes a requirement to not hire anyone 25 years of age or below without a minimum of a high school diploma. Clawbacks are included in the agreement requiring repayment should the investment and job creation amounts not be met or sustained.

Commissioner Hunsucker made a motion to approve an Economic Development Agreement between the County and Axjo America, Inc., adopt a related resolution, and authorize the Chair to execute these, along with any other needed documents. The motion carried unanimously. The following agreement and resolution applies:

Resolution No. 2015-

Resolution Authorizing Economic Development Incentives for Axjo America, Inc.

**WHEREAS**, Axjo America, Inc. (herein referred to as "the Company") requested incentives to cause a minimum investment of \$11,100,000 including the up-fit and equipping of a facility at 221 S. McLin Creek Road in Conover by December 31, 2020, the retention of 15 existing jobs and the creation and maintenance of a minimum of 14 new jobs by December 31, 2020, which must be maintained for a minimum of three years following the payment of the final incentive, with a requirement to not hire anyone without a minimum of a high school diploma for anyone 25 years of age or below, and that all jobs will meet 100% of the county average wage at \$36,770.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Catawba County, North Carolina, as follows:

The Board of Commissioners approves a performance based grant, based on the minimum investment and maintenance of \$11,100,000, retention of 15 existing jobs and the creation and maintenance of 14 new jobs, with a maximum payment of \$8,338 Year 1, \$14,231 Year 2, \$20,125 Year 3, \$26,019 Year 4, \$31,913 Year 5 and \$31,913 year 6, (total maximum incentive of \$132,539). This grant will be used to reimburse the Companies' 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.

This the \_\_\_\_ day of \_\_\_\_\_, 2015.

STATE OF NORTH CAROLINA CATAWBA COUNTY AND AXJO AMERICA, INC.  
ECONOMIC DEVELOPMENT AGREEMENT

**COUNTY OF CATAWBA**

This **JOINT ECONOMIC DEVELOPMENT AGREEMENT** (this "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between **Catawba County** (the "County"), a North Carolina body politic, having a mailing address of **Post Office Box 389, Newton, NC, 28658**, and **AXJO AMERICA, INC** ("AXJO AMERICA" or "Company"), a North Carolina corporation qualified to do business in the State of North Carolina, having a mailing address of 1245 26<sup>th</sup> Street SE, Hickory, NC 28602.

**WITNESSETH:**

**WHEREAS, North Carolina General Statute (NCGS) 158-7.1(a) authorizes 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 AXJO AMERICA is engaged in manufacturing plastic spools for the cable industry within the meaning of NCGS 158-7.1; and**

**WHEREAS, AXJO AMERICA** intends to equip and up-fit a manufacturing facility ("Improvements") at 221 S. McLin Creek Road, Conover, NC, Parcel ID # 374112966500 (the "Property"), at a cost of not less than Eleven Million One Hundred Thousand Dollars (**\$11,100,000**) and intends to create a minimum of fourteen (14) new jobs at the facility and retain fifteen (15) permanent jobs, with the improvements to be made and new jobs to be created between August 1, 2015 and December 31, 2020 (the "Improvement Period"); and

**WHEREAS, AXJO AMERICA** expects to be a community-oriented company and intends to participate in philanthropy, community events and programs intended to increase the health and happiness of their employees and the greater community as a whole; and to consider participation in the Catawba EDC's corporate Committee of 100 501(c)(3) non-profit sponsorship; and

**WHEREAS, AXJO AMERICA** 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;

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

**SECTION I – AXJO AMERICA, INC.**

1. On or before November 30, 2015 AXJO AMERICA shall:
  - 1.1 Deliver to County a certificate confirming that AXJO AMERICA has acquired, or has caused to be acquired, the real Property on which it intends to install the Improvements that will result in the creation, maintenance and future availability of a minimum of 14 new jobs prior to December 31, 2020, and that the overall average weekly wage will equal or exceed the 100% Average Weekly Wage established for Catawba County by the North Carolina Department of Commerce's Wage Standards for each year that County pays

AXJO AMERICA the economic development incentive provided for herein. AXJO AMERICA 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". It is understood and agreed the 14 new jobs referred to above means additional new jobs over and above the 15 existing jobs employed by AXJO AMERICA on August 1, 2015.

1.2 Provide an Opinion of Counsel for AXJO AMERICA, in form and substance reasonably satisfactory to County, that this Agreement has been duly authorized, executed and delivered by AXJO AMERICA; and

1.3 Provide an Opinion of Counsel for AXJO AMERICA, in form and substance reasonably satisfactory to County, stating that this Agreement is binding upon and enforceable against AXJO AMERICA, in North Carolina, in accordance with its terms.

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

2.1 AXJO AMERICA is a North Carolina corporation qualified to do business in the State of North Carolina, 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;

2.2 AXJO AMERICA 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;

2.3 The undersigned representative of AXJO AMERICA has the right, authority and duty to execute this Agreement in the name and on behalf of AXJO AMERICA;

2.4 This Agreement (i) is the valid and binding instrument and agreement of AXJO AMERICA, enforceable against AXJO AMERICA in accordance with its terms; (ii) does not violate any order of any court or other agency of government binding on AXJO AMERICA, the charter documents or operating agreement of AXJO AMERICA or any provision of any indenture, agreement or other instrument to which AXJO AMERICA 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 AXJO AMERICA is a party;

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

2.6 There is no impediment to the use of the Property for the purposes contemplated by this Agreement.

2.7 AXJO AMERICA is not engaged in a business that would be exempt from property taxes.

3. AXJO AMERICA shall make or cause to be made investments to the Property and Improvements during the Improvement Period. Cumulative expenditures will meet or exceed Eleven Million One Hundred Thousand Dollars (**\$11,100,000**) by December 31, 2020, all of which will qualify and result in additional value for ad valorem tax purposes as determined by the Catawba County Tax Office, and AXJO AMERICA further agrees to maintain in place, in good condition (ordinary wear and tear excepted), said Improvements for three years after the final incentive payment.

4. In addition to the 15 existing jobs employed by AXJO AMERICA on August 1, 2015, AXJO AMERICA shall create a minimum of 14 new jobs at the Property in Conover by December 31, 2020 and maintain or make available these jobs in place until three years after the final incentive payment. A job is defined as employment that provides 1600 hours or more of work in any 12 month period.

**SECTION II – COUNTY**

5. On or before November 30, 2015 County shall deliver to AXJO AMERICA an Opinion of Counsel for County, in form and substance reasonably satisfactory to AXJO AMERICA, that this Agreement has been duly authorized, executed and delivered by County; and stating that this Agreement complies with the terms and requirements of NCGS 158-7.1(a) and is binding upon and enforceable against County with its terms; and evidence in the form of a Resolution or Resolutions, or official minutes, which County duly adopted authorizing the economic development incentives set forth in this Agreement.

6. In order to induce AXJO AMERICA to enter into this Agreement and to appropriate and expend monies for payment of economic development incentives, County represents and warrants that, to the best of County's knowledge that, as of the execution date hereof:

a. 3.1 County is a North Carolina body politic corporate in nature and existing under North Carolina law;

b. 3.2 County has the power and authority to carry on its business as now being conducted and has the power and authority to execute and perform this Agreement;

c. 3.3 The undersigned authorized representative of County has the right, authority and duty to execute this Agreement in the name and on behalf of County;

d. 3.4 This Agreement (i) is the valid and binding instrument and agreement of County, enforceable against County in accordance with its terms; (ii) does not violate any order of any court or other agency of government binding on County, the charter documents of County or any provision of any indenture, agreement or other instrument to which County 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 County is a party; and

e. 3.5 There is no suit, claim, action or litigation pending, or to the knowledge of County threatened, relating to the Improvements, the use of the Improvements for their intended purpose, or any other matter contained herein.

7. Payment of Economic Development Incentives for Real and Personal Investments and for Job Creation in accordance with this Agreement shall be made as follows:

a. County will provide annual payments equal to 50% of the ad valorem taxes associated with the additional value (exclusive of rolling stock) as paid to County for a six year period, commencing with the taxes payable for the tax values on January 1, 2016, and January 1 of the succeeding five years for investments made pursuant to paragraph 4 above with maximum payments as reflected in the chart below.

b. In no event will the cumulative payments by County exceed One Hundred Thirty-two Thousand Five Hundred Thirty-nine Dollars (\$132,539).

<b>Grant Year</b>	<b>Maximum Payment By County by Year</b>
1	\$ 8,338
2	\$ 14,231
3	\$ 20,125
4	\$ 26,019
5	\$ 31,913
6	\$ 31,913
<b>Total</b>	<b>\$132,539</b>

- c. Said amounts shall be payable annually, beginning in 2017 (Grant Year 1) payable through 2022.
- d. Upon payment of ad valorem taxes by Company to County for each of 2017 through 2022 and certification by Company in the form or substantially in the form of the certificate attached hereto as Exhibit B, of Improvements made, proof of payment of taxes, verification that Company has created and maintained jobs as agreed herein, County will, within sixty (60) days, pay to Company an Economic Development Incentive payment the amount of which is calculated by multiplying by .50 times the total ad valorem tax revenue received by County attributable to the value of the Improvements made by Company pursuant to this Agreement in excess of the assessed tax value on the site and AXJO AMERICA's personal property values as of January 1, 2015. This same process will be followed by County and Company in each of the immediately following five (5) years.
- e. Company shall furnish to County on or before March 5th of each calendar year, following and corresponding to the previous July 1st when taxes are billed, the certifications required by this Section 7 and proof of payment of all applicable taxes. If requested, Company shall provide County, at County's expense, independent certification as to such expenditures and number of existing jobs.

### **SECTION III - OTHER**

- 8. Force Majeure. Notwithstanding the provisions of Paragraph 9, in the event AXJO AMERICA is unable to meet the requirements of this agreement 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 AXJO AMERICA; 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 AXJO AMERICA shall (a) have furnished 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. In accord with the foregoing, should the AXJO AMERICA be unable to meet the requirements as described above as a result of a force majeure, the obligation of the County to pay as provided in Section II above, shall be suspended until such time as the AXJO AMERICA is relieved from the effect of an event of force majeure and resumes completion of the improvements.
- 9. 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 AXJO AMERICA, except in the event of force majeure, shall commit a material breach of a material obligation hereunder (including without limitation, the obligation to meet the investment goals, maintain a minimum of 15 permanent jobs as of August 1, 2015 and, in addition, the creation of a minimum of 14 jobs as set forth herein) and such breach shall continue for a period of sixty (60) or more days following receipt of written notice from County;
  - b. If AXJO AMERICA fails to timely file Exhibit A, or Exhibit B on or before March 5 of each year, following and corresponding to the previous July 1st when taxes are billed, and any qualifying incentive would be due to AXJO AMERICA, this shall be deemed a breach of the Agreement and notwithstanding paragraph 10 below, the sole remedy will be that County will not owe AXJO AMERICA any incentive that may have otherwise been due had those filings properly been made when due.
  - c. If any material representation, warranty or other statement of fact contained in this Agreement or in any final writing, certificate, report or statement furnished by AXJO AMERICA to County in connection with

the transaction described in this Agreement, shall, to AXJO AMERICA' knowledge, to be false or misleading in any material respect at the time given;

d. If AXJO AMERICA 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 themselves or of the whole or any substantial part of their 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;

e. If County, except in the event of force majeure, fails to pay AXJO AMERICA when such payment is due or is otherwise 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 an emergency manager, receiver, trustee, liquidator or conservator or any similar entity; 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 North Carolina;

f. If a Court of competent jurisdiction shall enter an order, judgment, or decree appointing a custodian, receiver, trustee, liquidator, or conservator of AXJO AMERICA or of the whole or any substantial part of their properties, or approves a petition filed against AXJO AMERICA 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 AXJO AMERICA or of the whole or any substantial part of their properties;

g. If a Court of competent jurisdiction shall enter an order, judgment, or decree appointing an emergency manager, custodian, receiver, trustee, liquidator, or conservator or any similar entity for County, or approves a petition filed against County 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 County; or

h. If AXJO AMERICA shall allow its taxable assets, employment 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.

10. County Remedy: If AXJO AMERICA fails to cure an Event of Default for which it receives written notice from County, the obligation of County as set out herein shall terminate, and AXJO AMERICA shall immediately refund to County all economic development incentive payments paid to AXJO AMERICA 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 AXJO AMERICA receives the notice of the Event of Default and prime will be the prime rate as published in the *Wall Street Journal (WSJ)*. AXJO AMERICA shall, as it relates to an Event of Default, have sixty (60) days after receipt of the notice required above, or such longer period to which the parties agree in writing to cure the Event of Default.

11. AXJO AMERICA Remedy: If County fails to cure an Event of Default for which it receives written notice from AXJO AMERICA, the obligations of AXJO AMERICA as set out herein shall terminate. County shall, as it relates to an Event of Default, have sixty (60) days after receipt of the notice required above, or such longer period to which the parties agree in writing to cure the Event of Default.

12. AXJO AMERICA and County acknowledge that any monies appropriated and expended by 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 NCGS 158-7.1. In the event a Court of competent jurisdiction rules to which either AXJO AMERICA or County is a party, that all monies expended by County pursuant to this Agreement were not offered and accepted in good faith and in compliance with NCGS 158-7.1 and, further, that such monies must be repaid, AXJO AMERICA will make such repayment to County. In the event one or more lawsuits are brought against County or any County elected official, officer, agent or employee, or AXJO AMERICA, challenging the legality of this Agreement, then County and AXJO AMERICA shall exercise their

best efforts to defend against any and all such lawsuits, at their own cost and expense. In any event, if AXJO AMERICA is required to repay funds to County pursuant to this paragraph 12, the benefit of this Agreement to AXJO AMERICA will have been lost and all further obligations of AXJO AMERICA hereunder shall terminate.

13. 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  
Attn: Tom Lundy, County Manager  
PO Box 389  
Newton, NC, 28658

Copy to: County Attorney  
Attn: Debra Bechtel, County Attorney  
PO Box 389  
Newton, NC, 28658

AXJO AMERICA: AXJO AMERICA, INC.  
Attn: Dan Shelander, Managing Director  
1245 26<sup>th</sup> St. SE  
Hickory, NC 28602

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

14. This Agreement shall inure to the benefit of, and is binding upon, County and AXJO AMERICA and their respective successors and assigns. However, neither this Agreement, nor any rights, privileges, nor claims created by this Agreement may be transferred by AXJO AMERICA without the prior, written approval of County, which approval will not be unreasonably withheld.

15. Except as otherwise provided in this Agreement, this Agreement may not be amended, changed, modified or altered except by written agreement of the parties.

16. 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.

17. 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.

18. Controlling Law and Venue. This Agreement is governed by and shall be construed in accordance with the laws of the State of North Carolina; venue of any action shall be in the general courts of justice in Catawba County, or if in Federal court in the Western District of North Carolina.

19. The term of this Agreement shall commence on the date of execution and expire upon payment by County of all payments due to AXJO AMERICA and AXJO AMERICA fulfilling all of its requirements including real and personal property investments and the creation and maintenance of jobs, unless earlier terminated as provided herein.

20. Both AXJO AMERICA and 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 AXJO AMERICA and County. As such, the doctrine of construction against the drafter shall have no application to this Agreement.

**IN WITNESS WHEREOF** the parties hereto have set their hands and seals as of the day and year first above written.

**B. TAX**

Tax Collector Lori Mathes requested the Board approve the Fiscal Report and Settlement of 2014 taxes for Fiscal Year July 1, 2014 to June 30, 2015. As required by North Carolina General Statutes 105-352, and 105-373, the Tax Collector is required to make an annual settlement for all taxes in the hands of the Tax Collector for collection. The Tax Collector reported that 97.83%, or \$84,448,122, of the \$86,324,453 Tax Year 2014 levy has been collected. Vice-Chair Beatty made a motion to accept this report. The motion carried unanimously.

**C. PUBLIC HEALTH**

Health Director Doug Urand presented a request for the Board to adopt a Resolution of Intent to Sell or Convey Catawba County Home Health, pursuant to North Carolina General Statute 131E-13, for the purpose of declaring its intent to sell or convey Catawba County Home Health. Catawba County owns Catawba County Home Health. In order to consider selling Home Health, the Board of Commissioners must first adopt a resolution declaring its intent to sell. Approximately twenty potential purchasers were identified. Five have expressed interest. Once a buyer has been identified, the intent is to negotiate the terms of a sale. Pursuant to statute, a public hearing on the Resolution of Intent to Sell or Convey Catawba County Home Health has been duly advertised for November 2, 2105. Commissioner Hunsucker made a motion to adopt this resolution. The motion carried unanimously. The following resolution applies:

**Resolution 2015-\_\_\_\_\_**  
**Resolution of Intent to Sell Catawba County Home Health**  
**Pursuant to NCGS § 131E-13**

WHEREAS, Catawba County has decided to sell Catawba County Home Health.

NOW, THEREFORE, BE IT RESOLVED by the Catawba County Board of Commissioners, as follows:

1. Catawba County intends to sell Catawba County Home Health.
2. The County Manager, or his designee, is hereby directed to review proposals submitted by potential buyers.
3. The Board of Commissioners shall conduct a public hearing on this Resolution of Intent on November 2, 2015.
4. Notice of this proposed action and notice of the public hearing was duly published in the *Hickory Daily Record* on September 25, 2015.

This the 5<sup>th</sup> day of October, 2015.

9. Attorney's Report: None.

10. **Manager's Report.**  
County Manager J. Thomas Lundy recommended the Board move into closed session pursuant to North Carolina General Statute 143.318.11(a)(3) and (4) to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body and to discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body. Vice-Chair Beatty made a motion to move into closed session for this reason at 10:00.m. The motion carried unanimously.
  
11. **Adjournment.** The Board returned to open session at 10:22 a.m. No action was taken related to closed session. The Board resumed it Special Meeting/Retreat.

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Randy Isenhower, Chair  
Catawba County Board of Commissioners

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Barbara E. Morris  
County Clerk