

AGENDA

Catawba County Board of Commissioners Meeting
Monday, July 20, 2015, 7:00 p.m.
Robert E. Hibbitts Meeting Room, 1924 Courthouse
30 North College Avenue, Newton, NC

1. Call to Order.
2. Pledge of Allegiance to the Flag.
3. Invocation.
4. [Approval of the Minutes from the Board's Regular Meeting of June 15, 2015 and Special Meeting of June 25, 2015.](#)
5. Recognition of Special Guests.
6. Public Comments.
7. Presentations:
 - a. [Presentation of Badge and Service Weapon \(after declared surplus by the Board of Commissioners\) to Retired Deputy Sheriff Robert Pruette by the Board of Commissioners and Sheriff Coy Reid.](#)
 - b. [Presentation of Badge and Service Weapon \(after declared surplus by the Board of Commissioners\) to Retired Deputy Sheriff Bob Riley by the Board of Commissioners and Sheriff Coy Reid.](#)
 - c. [Distinguished Public Service Award to Susan Lee, Retiring Director of the Catawba County Parenting Network.](#)
8. Public Hearing:
[Rezoning Request from Birdseye Renewable Energy LLC. *Presented by Planner Chris Timberlake.*](#)
9. [Appointments.](#)
10. Departmental Reports:
 - A. [Economic Development Corporation.](#)
[Carolina Nonwovens Economic Development Agreement and Resolution. *Presented by Julie Pruett, Economic Development Corporation Director of Business Recruitment.*](#)
 - B. [Planning and Parks.](#)
[North Carolina Housing Finance Agency 2015 Urgent Repair Program. *Presented by Planning and Parks Director Jacky Eubanks.*](#)
 - C. [County Manager's Office.](#)
[2015 Community Development Block Grant \(CDBG\) Commerce Fellows Grant. *Presented by ICMA Fellow Megan Dale.*](#)
11. Other Items of Business.
12. Attorneys' Report.
13. Manager's Report.

14. Adjournment.

PERSONS WITH DISABILITIES: Individuals needing assistance should contact the County Clerk at 828-465-8990 within a reasonable time prior to the meeting. Access to the 1924 Courthouse for individuals with disabilities is at the south side ("A" Street). The elevator is located at the north end of the building. Participation in public meetings is without regard to race, creed, religion, national origin, sex, age, color, or disability.

INFOTALK/INTERNET: The Catawba County Telephone Information System will allow you to use your touch tone telephone to obtain current information on Catawba County 24 hours a day. Information is updated on a regular basis. Dial 465-8468 and INFOTALK will direct your questions with easy to understand instructions. Reach Catawba County on the Internet at <http://www.catawbacountync.gov>.

CALENDAR: The August 2015 Board of Commissioners meetings will take place on Monday, August 3, 2015 at 9:30 a.m. in the 1924 Courthouse in Newton and on Monday, August 17, 2015 at 7:00 p.m. **in the 2nd Floor Meeting Room of the Government Center in Newton due to the Soldiers Reunion**



**PREVIEW OF COUNTY COMMISSION AGENDA
MONDAY, JULY 20, 2015, 7 P.M.
ROBERT E. HIBBITTS MEETING ROOM
1924 COURTHOUSE, NEWTON, N.C.**



The Catawba County Board of Commissioners will hold a public hearing on a request by Birdseye Renewable Energy to rezone 45 acres of an approximately 119 acre tract located at 2327 Mt. Olive Church Road from R-30 Residential to R-80-CD Conditional District specifically for a solar farm, when the Board meets at 7 p.m. on Monday, July 20, 2015, at the 1924 Courthouse at 30 North College Avenue in Newton. The Board will also consider formally approving an Economic Development Agreement between the County and Carolina Nonwovens LLC, which intends to construct, up-fit and/or equip a new 100,000 square foot facility in Maiden, and will invest a minimum of \$13 million and create 62 new jobs over three years (35 job positions will move from Lincoln County).

The Board will consider a budget ordinance and project agreement for a 2015 Urgent Repair Program Grant received by the County in the amount of \$50,000 that will assist approximately eleven low-income households by providing energy efficiency improvements and minor structural repairs, and an agreement with the Western Piedmont Council of Governments (WPCOG) for management of the grant. The Board will also consider accepting a 2015-2016 Community Development Block Grant (CDBG) Commerce Fellows Grant in the amount of \$27,476.01, with the appropriate project budget ordinance and an administrative contract with the WPCOG in the amount of \$2,500.

The Board will present a Distinguished Public Service Award to Ms. Susan Lee, who is retiring as Director of the Catawba County Parenting Network. And the Board will consider declaring the badges and service weapons of recently retired Sheriff's Deputies Robert Pruette and Bob Riley as surplus and present those items to Deputies Pruette and Riley.

PRESENTATIONS

- A.** The Board will honor Sheriff's Deputy Robert Pruette, who retired effective June 30, 2015, after 30 years with the Catawba County Sheriff's Office. Under North Carolina General Statute 20-187.2, the Board will consider declaring as surplus the service weapon and badge of Deputy Pruette and present those items to him.
- B.** The Board will honor Sheriff's Deputy Bob Riley, who retired effective June 30, 2015, after over 22 years with the Catawba County Sheriff's Office. Under North Carolina General Statute 20-187.2, the Board will consider declaring as surplus the service weapon and badge of Deputy Riley and present those items to him.
- C.** The Board will honor Ms. Susan Lee, retiring Director of the Catawba County Parenting Network, for her dedicated service to the parents and children of Catawba County since 1999.

PUBLIC HEARING

The Board will hold a public hearing to receive citizen comments and consider an application to rezone 45 acres from R-30 Residential to R-80-CD Conditional District, specifically for a solar farm. The current R-30 Residential district requires a minimum lot size of 30,000 square feet (0.68 acres per dwelling), and is considered a medium density "general use" district. Predominant uses in this district include single-family homes and agriculture. The R-80 Residential district requires a minimum lot size of 80,000 square feet (2 acres per dwelling) and is considered a low density "general use" district. Predominant uses in this district include single-family homes and agriculture in a more rural surrounding. Conditional district zoning is based on a "specific use" such as the solar farm being proposed. It would be bound by a set of regulations specific to the request accompanied by a site plan. If approved, the base zoning district would be R-80-CD.

The property is located at 2327 Mt. Olive Church Road in the Balls Creek Small Area Planning District, Newton Township, zoned R-30 Residential, developed with a residence and also used for agricultural purposes. Birdseye Renewable Energy LLC is proposing to lease 45 acres located in the southern portion of the 119 acre tract to install and operate a solar facility. Parcels to the north, south and east are zoned R-30 Residential and contain single family homes, accessory structures and an operating fish lake. Several of these are vacant or used for agricultural purposes. Parcels to the west are zoned R-30 Residential and R-20 Residential, with some in the City of Newton's planning jurisdiction.

According to the site plan submitted, the tract (comprising 45 acres of lease area) would be developed according to the

development standards found in Section 44-633 of the Catawba County Unified Development Ordinance (UDO) which applies to Utility-Scale Solar Applications.

The proposed use does not require wastewater or potable water services. The proposed solar facility will connect to the utility grid in the northeast portion of the property. Mt. Olive Church Road (State Road 1802) is designated as a minor arterial road in the Catawba County Thoroughfare Plan. This section of Mt. Olive Church Road is generally designed and constructed to carry between 12,000 and 15,000 vehicles per day. Traffic counts taken in 2013 along Mt. Olive Church Road, north and south of the site, measured 2,700 and 2,500 average trips per day, respectively. Development of the property will consist of temporary construction traffic and will not overburden the existing roadway or cause significant congestion issues during normal operations.

The Balls Creek Small Area Plan, adopted on June 16, 2003, serves as the current land use plan for this area. Future land use recommendations depict the property as being located in an area recommended for village/multi-family/office-institutional uses. The use and size of the land area associated with the request for a solar farm at this location is inconsistent with the uses and density recommendations of the plan. There are a considerable number of adjacent properties that are sizable tracts (5 plus acres) accommodating agricultural, residential development, and woodlands to the north, south, east and west.

Staff recommends the 45 acres to be leased by Birdseye Renewable Energy LLC be rezoned from R-30 Residential to R-80-CD Conditional District subject to the conditions listed and illustrated on the conceptual site plan based on the relatively low density pattern of the surrounding community consistent with density required in the R-80 district (80,000 square feet, 2 acres), combined with conditional zoning designating a solar farm as the exclusive use; the proposed development meeting the standards of Section 44-633 of the UDO as identified on the site plan; the topography of the site, existing vegetation, and additional vegetation to be planted would combine to offer minimal visibility of the site; and the UDO allowing for the consideration of solar farms as a permitted use in the R-80-CD Conditional District.

The Planning Board held a public hearing on June 29, 2015, to consider the request. One citizen spoke in favor of solar farms and asked that the applicant consider planting White Dutch Clover as a cover crop to assist the bee population. One board member expressed concern about the viewshed of the solar farm from the Claremont Road area during the winter months and shared that it is difficult to understand the possible impacts while deciduous trees are in the growing season. Representatives with Birdseye Renewable Energy gave a project overview. No one spoke in opposition to the request.

The Planning Board voted 8-1 to submit a favorable recommendation to the Board of Commissioners to rezone 45 acres from R-30 Residential to R-80-CD Conditional District subject to the conditions listed and illustrated on the conceptual site plan and based on the reasons stated above for staff recommendation as well at the recommended requirements that existing vegetation be left in place and not removed during or after the construction process, that the applicant obtain an Erosion and Sedimentation Control Permit, and that additional trees, with an increased maturity height, be planted in the southeastern portion of the property to further shield the solar farm from adjacent properties along Claremont Road.

DEPARTMENTAL REPORTS

ECONOMIC DEVELOPMENT CORPORATION

The Board will consider entering into an Economic Development Agreement between Carolina Nonwovens LLC and Catawba County. Carolina Nonwovens LLC intends to construct, up-fit and/or equip a new 100,000 square foot pre-cast concrete manufacturing facility at 1106 JW Abernathy Plant Road in Maiden. It plans to invest a minimum of \$13 million and create 62 new jobs over 3 years (35 job positions will move from Lincoln County). All jobs will meet 92% of the county average wage at \$33,978. 31 jobs will meet or exceed \$36,991. The State is requiring them to meet 90% of the county average wage.

Carolina Nonwovens considered multiple buildings and sites in Lincoln County and a site in Blacksburg, South Carolina to place this project. The site in Maiden has a graded pad with utilities in place and due diligence has been completed. Since there were few existing building options available to Carolina Nonwovens, they chose the Maiden site because a facility can be constructed on this specific site which will meet their aggressive timeline of beginning operations by the end of 2015. Carolina Nonwovens is growing and expanding due to a diversified basis for its products in markets such as automotive and appliances. Since 2012 it has acquired contracts with automotive suppliers and appliance companies causing a need to double its square footage capacity.

National Spinning Company, parent company of Carolina Nonwovens since 2012, was founded in 1921 and is currently an employee-owned manufacturer. Carolina Nonwovens develops and produces thermo-bonded nonwovens for acoustical insulation for the automotive and appliance industries, thermal and acoustical insulation for the building industry, and foam replacements for the institutional and juvenile bedding market. National Spinning Company operates two spinning facilities, one dyeing plant, one fiber-blending facility, one distribution center, the Carolina Nonwovens facility, and offices throughout North Carolina, New York and Central America. It sells yarn products worldwide and non-woven products domestically.

The proposed incentive grant is based on a contract with obligations requiring satisfactory performance by the company and adhering to all North Carolina general statutes. The contract requires a minimum investment of \$13 million and the creation of 62 new jobs at the new facility. An incentive of 50% of new tax receipts would be paid to Carolina Nonwovens annually for 5 years after submitting proof of performance. This amount would be subject to the County's usual contractual commitments and would total a maximum of \$185,438 (prior to depreciation). Based on the current tax rate, payments would equal a maximum of \$35,938 in Year 1 and \$37,375 in Years 2-5.

As with all incentives provided by the County, these incentives will be based on an economic development agreement which requires Carolina Nonwovens to meet minimum thresholds of investment (\$13 million) and job creation (62) by 2017, which must be maintained for a minimum of three years following payment of the final incentive and the further 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.

PLANNING AND PARKS

The Board will consider approval of various documents associated with the Catawba County 2015 Urgent Repair Program Grant. The North Carolina Housing Finance Agency (NCHFA) awarded Catawba County a 2015 Urgent Repair Program Grant in the amount of \$50,000 in April 2015. The Program will assist approximately eleven low-income households by providing energy efficiency improvements and minor structural repairs. NCHFA allows up to \$800 a house for administration, work write-ups and inspections. The WPCOG contract is for \$7,500, which averages out to about \$682 a house. The remaining \$42,500 will be used for rehabilitation for urgent needs such as leaking roofs, non-functional heating units, etc. The WPCOG will provide day-to-day management of the program, with administration oversight provided by the County Planning Department.

The Board will be asked to approve an agreement between the WPCOG and the County for the provision of Grant Management Assistance – Urgent Repair Housing Program –August 3, 2015 – January 31, 2017, a Project budget ordinance in the amount of \$50,000 for rehabilitation and administration, and the 2015 NCHFA Urgent Repair Grant Assistance Policy and Procurement/Disbursement Policy for Catawba County's Urgent Repair Program.

COUNTY MANAGER'S OFFICE

The Board will consider acceptance of the 2015-2016 Community Development Block Grant (CDBG) Commerce Fellows Grant, which will provide professional development to city and county employees. On June 26, 2015, Catawba County was awarded a CDBG Commerce Fellows Grant from the North Carolina Department of Commerce in the amount of \$27,476.01 for professional development for city and County staff. The Department of Commerce increased the grant award from the initial \$25,000 to help Catawba County better recoup the costs associated with the training program.

The purpose of the Commerce Fellows program is to provide technical assistance, capacity building, and training focused on community development and on serving low and moderate income individuals to North Carolina local governments. The grant will cover course tuition, lodging, and travel expenses for five County staff and two city staff to attend in-person courses, as well as four webinar series available to other County and city employees.

The Board will consider approving a project budget ordinance in the amount of \$27,476.01, and an administrative contract with the Western Piedmont Council of Governments in the amount of \$2,500.

CONTACT: DAVE HARDIN, PUBLIC INFORMATION OFFICER 465-8464



CATAWBA COUNTY OFFICE OF SHERIFF

COY REID, SHERIFF

P.O. Box 385 • 100-B South West Boulevard • Newton, North Carolina 28658-0385

• Office: 828-464-5241

www.catawbacountync.gov/depts/shf/

Jail: 828-465-8999

Fax: 828-465-8471

March 18, 2015

Chair C. Randall Isenhower
Catawba County Board of Commissioners
Catawba County Government Center
Newton, NC 28658

Dear Chair Isenhower:

Upon my retirement effective 6/30/15, I am requesting my service weapon and badge. This is pursuant to North Carolina Statute 20-187.2 of which a copy is enclosed. I have also enclosed my pistol purchase permit for the weapon.

I have been employed as a Deputy Sheriff for 30 years with Catawba County Sheriff's Office. I have enjoyed my tenure and have made many dear friends and acquaintances. I have enjoyed my years of service with the Sheriff's Office and would like to have these items to commemorate my service with the department.

I thank you for your consideration of my request.

Sincerely,

A handwritten signature in cursive script that reads "Robert B. Pruette".

Robert B. Pruette
Catawba County Sheriff's Office

cc: Coy Reid, Sheriff
J. Thomas Lundy, County Manager

Enclosures:
Copy of Statute §20-187.2
Original Pistol Purchase Permit

§20-187.2. Badges and service side arms of deceased or retiring members of State, city and county law-enforcement agencies; weapons of active members.

(a) Surviving spouses, or in the event such members die unsurvived by a spouse, surviving children of members of North Carolina State, city and county law-enforcement agencies killed in the line of duty or who are members of such agencies at the time of their deaths, and retiring members of such agencies shall receive upon request and at no cost to them, the badge worn or carried by such deceased or retiring member. The governing body of a law-enforcement agency may, in its discretion, also award to a retiring member or surviving relatives as provided herein, upon request, the service side arm of such deceased or retiring members, at a price determined by such governing body, upon securing a permit as required by G.S. 14-402 **et seq.** or 14-409.1 **et seq.**, or without such permit provided the weapon shall have been rendered incapable of being fired. Governing body shall mean for county and local alcohol beverage control officers, the county or local board of alcoholic control; for all other law-enforcement officers with jurisdiction limited to a municipality or town, the city or town council; for all other law-enforcement officers with countywide jurisdiction, the board of county commissioners; for all State law-enforcement officers, the head of the department.

(b) Active members of North Carolina State law-enforcement agencies, upon change of type of weapons, may purchase the weapon worn or carried by such member at a price which shall be the average yield to the State from the sale of similar weapons during the preceding year.

(1971, c. 669; 1973, c. 1424; 1975, c. 44; 1977, c. 548; 1979, c. 882; 1987, c. 122.)



43LDE5YDU

**CATAWBA COUNTY
SHERIFF'S OFFICE
NEWTON, NC**

SHERIFF COY REID

PERMIT TO PURCHASE A HANDGUN

I, SHERIFF COY REID, SHERIFF OF CATAWBA COUNTY, DO HEREBY CERTIFY THAT I HAVE CONDUCTED A CRIMINAL BACKGROUND CHECK OF THE APPLICANT:

NAME: ROBERT BRYON PRUETTE
ADDRESS: 5280 BETHEL CHURCH RD
CITY/STATE: HICKORY, NORTH CAROLINA
ZIP CODE: 28602

whose place of residence is in CATAWBA COUNTY, NORTH CAROLINA, and have received no information to indicate that it would be a violation of State or Federal law for the applicant to purchase, transfer, receive, or possess a handgun. The applicant has further satisfied me as to his, her (or) their good moral character, and that the purchase of this handgun is for one of the authorized purposes stated in G.S. 14-404. Therefore, a license or permit is issued to ROBERT BRYON PRUETTE to purchase one pistol/revolver from any person, firm or corporation authorized to transfer the same.

THIS LICENSE OR PERMIT EXPIRES FIVE (5) YEARS FROM ITS DATE OF ISSUANCE.

This 18th day of March, 2015

**Permit No. 43LDE5YDU-5
Expires: March 18th, 2020**



**(Valid ONLY with seal)
CCSO Form 1 (Revised 1/14)**

Coy Reid

SHERIFF OF CATAWBA COUNTY, NC



CATAWBA COUNTY OFFICE OF SHERIFF

COY REID, SHERIFF

P.O. Box 385 • 100-B South West Boulevard • Newton, North Carolina 28658-0385
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April 27, 2015

Chair C. Randall Isenhower
Catawba County Board of Commissioners
Catawba County Government Center
Newton, NC 28658

Dear Chair Isenhower:

Upon my retirement effective 30 June 2015, I am requesting my service weapon and badge. This is pursuant to North Carolina Statute 20-187.2 of which a copy is enclosed. I have also enclosed my pistol purchase permit for the weapon.

I have been employed as a Deputy Sheriff since 16 November 1992 with Catawba County Sheriff's Office. I have enjoyed my tenure and have made many dear friends and acquaintances. I have enjoyed my years of service with the Sheriff's Office and would like to have these items to commemorate my service with the department.

I thank you for your consideration of my request.

Sincerely,

A handwritten signature in black ink, appearing to read "Bob Riley", with a large, stylized flourish at the end.

Bob Riley, Captain
Catawba County Sheriff's Office

cc: Coy Reid, Sheriff
J. Thomas Lundy, County Manager

Enclosures:
Copy of Statute §20-187.2
Original Pistol Purchase Permit

§20-187.2. Badges and service side arms of deceased or retiring members of State, city and county law-enforcement agencies; weapons of active members.

(a) Surviving spouses, or in the event such members die unsurvived by a spouse, surviving children of members of North Carolina State, city and county law-enforcement agencies killed in the line of duty or who are members of such agencies at the time of their deaths, and retiring members of such agencies shall receive upon request and at no cost to them, the badge worn or carried by such deceased or retiring member. The governing body of a law-enforcement agency may, in its discretion, also award to a retiring member or surviving relatives as provided herein, upon request, the service side arm of such deceased or retiring members, at a price determined by such governing body, upon securing a permit as required by G.S. 14-402 **et seq.** or 14-409.1 **et seq.**, or without such permit provided the weapon shall have been rendered incapable of being fired. Governing body shall mean for county and local alcohol beverage control officers, the county or local board of alcoholic control; for all other law-enforcement officers with jurisdiction limited to a municipality or town, the city or town council; for all other law-enforcement officers with countywide jurisdiction, the board of county commissioners; for all State law-enforcement officers, the head of the department.

(b) Active members of North Carolina State law-enforcement agencies, upon change of type of weapons, may purchase the weapon worn or carried by such member at a price which shall be the average yield to the State from the sale of similar weapons during the preceding year. (1971, c. 669; 1973, c. 1424; 1975, c. 44; 1977, c. 548; 1979, c. 882; 1987, c. 122.)



43QFR6DRG

**CATAWBA COUNTY
SHERIFF'S OFFICE
NEWTON, NC**

SHERIFF COY REID

PERMIT TO PURCHASE A HANDGUN

I, SHERIFF COY REID, SHERIFF OF CATAWBA COUNTY, DO HEREBY CERTIFY THAT I HAVE CONDUCTED A CRIMINAL BACKGROUND CHECK OF THE APPLICANT:

NAME: BOBBY GENE RILEY JR
ADDRESS: 515 WESTSIDE DR
CITY/STATE: NEWTON, NORTH CAROLINA
ZIP CODE: 28658

whose place of residence is in CATAWBA COUNTY, NORTH CAROLINA, and have received no information to indicate that it would be a violation of State or Federal law for the applicant to purchase, transfer, receive, or possess a handgun. The applicant has further satisfied me as to his, her (or) their good moral character, and that the purchase of this handgun is for one of the authorized purposes stated in G.S. 14-404. Therefore, a permit is issued to BOBBY GENE RILEY JR to purchase one pistol/revolver from any person, firm or corporation authorized to transfer the same.

THIS PERMIT EXPIRES FIVE (5) YEARS FROM ITS DATE OF ISSUANCE.

This 27th day of April, 2015

**Permit No. 43QFR6DRG-4
Expires: April 27th, 2020**



(Valid ONLY with seal)
CCSO Form 1 (Revised 1/14)

Coy Reid

SHERIFF OF CATAWBA COUNTY, NC

MEMORANDUM

TO: Catawba County Board of Commissioners

FROM: Chris Timberlake, Planner

DATE: July 20, 2015

IN RE: Rezoning Request – Birdseye Renewable Energy LLC

REQUEST

Consider an application to rezone 45 acres from R-30 Residential to R-80-CD Conditional District specifically for a solar farm.

Purpose

The current R-30 Residential district, requires a minimum lot size of 30,000 square feet (.68 acres per dwelling), and is considered a medium density “general use” district. Predominate uses in this district include single-family homes and agriculture. The R-80 Residential district requires a minimum lot size of 80,000 square feet (2 acres per dwelling) and is considered a low density “general use” district. Predominate uses in this district include single-family homes and agriculture in a more rural surrounding.

In contrast, conditional district zoning is based on a “specific use” such as the requested solar farm being proposed. It would be bound by a set of regulations specific to the request accompanied by a site plan. In this case, if approved, the base zoning district would be R-80-CD.

REVIEW/BACKGROUND

Location/Zoning

The property for which the rezoning request is being considered is located at 2327 Mt. Olive Church Road in the Balls Creek Small Area Planning District, Newton Township, and further identified by Parcel Identification Number 3750-17-10-2870.

The property depicted as Parcel 1, on the attached map, is zoned R-30 Residential and is developed with a residence and also used for agricultural purposes. Birdseye Renewable Energy LLC is proposing to lease 45 acres located in the southern portion of the 119 acre tract to install and operate a solar facility. The attached maps identify the proposed lease area. The surrounding parcels contain the zoning districts and uses described below.

- *North* – Parcels 2 - 8 are zoned R-30 Residential (.68 acres per dwelling). Single-family residences exist on each parcel with exception to parcels 4 and 7. Parcels 29 – 32 are zoned R-20 Residential (.45 acres per dwelling) and contain accessory structures and single-family homes.

- *South* – Parcels 13 - 16 are zoned R-30 Residential (.68 acres per dwelling). Parcel 13 is the location of Drums Fish Lake which may still be in operation. Parcels 14 and 15 contain single-family homes. Parcel 16 is vacant but appears to be used for agricultural purposes.
- *East* – Parcels 9 – 12 are zoned R-30 Residential (.68 acres per dwelling). Parcels 9 and 12 contain single-family homes. Parcel 10 and 11 are undeveloped.
- *West* – Parcel 17 is zoned R-30 Residential (.68 acre per dwelling) and is vacant. Parcels 18 – 28 are in the City of Newton’s planning jurisdiction. They are zoned R-20 Residential requiring a minimum lot size of 20,000 square feet (.45 acres per dwelling).

Zoning History

None to report.

Land Use

The subject property is not located within any overlay districts affecting the development. According to the site plan submitted, the tract (comprising 45 acres of lease area) would be developed according to the development standards found in Section 44-633 of the Unified Development Ordinance. The requirements are listed below:

Sec. 44-633. Solar Farm (Utility-Scale Solar Application)

- (a) All structures and security fencing must meet a 100-foot front setback measured from the edge of the rights-of-way and 50-foot side and rear setbacks. **(Illustrated on site plan, Note A on plan)**
- (b) A landscape buffer/screen along all exterior sides of the security fence must consist of:
 - (1) On-site mature vegetation exists at a minimum height of 10 feet and depth of 75 feet between the security fence and adjacent property including rights-of-way; or **(Illustrated on site plan, Note B on plan)**
 - (2) A single row of evergreens in combination with mature vegetation, installed at a height of 5 feet achieving opaqueness and a minimum height of 10 feet in 5 years; or **(Illustrated on site plan, Note B on plan)**
 - (3) A double row of off-set evergreens absent mature vegetation, installed at a height of 5 feet achieving opaqueness and a minimum height of 10 feet in 5 years; or **(Illustrated on site plan, Note B on plan)**
 - (4) A berm combined with evergreen vegetation installed at a height of 5 feet achieving opaqueness and a minimum height of 10 feet in 5 years. **(not proposed)**

- (c) Where visibility of the solar farm is increased due to topography, the landscape buffer/screen must be planted on-site in an area that lessens the view of the solar farm. Where visibility of the solar farm is decreased due to topography, the landscape buffer/screen may be reduced. Both shall be determined by the Planning Director.
- (d) All solar panels must be constructed to minimize glare or reflection onto adjacent properties and adjacent roadways and must not interfere with traffic or create a safety hazard. **(Note D on site plan)**
- (e) The applicant must secure all necessary approvals and/or permits from NCDOT for the access points for project entrances prior to issuance of a Zoning Authorization Permit. **(Note E on site plan)**
- (f) All construction parking must be located outside of the rights-of-way. **(Note F on site plan)**
- (g) Erosion control measures must be installed at construction entrances in order to minimize off-site soil spillage. Existing grass must be maintained in perpetuity sufficient to prevent erosion. **(Note G on site plan)**
- (h) The applicant must provide written authorization from the local utility company acknowledging and approving connection to the utility company's grid. **(Note H on site plan)**
- (i) A warning sign concerning voltage must be placed at the main gate to include the name of the solar farm operator and a local phone number for the solar farm operator in case of an emergency. **(Note I on site plan)**
- (j) Power transmission lines must be located underground to the extent practical. **(Note J on site plan)**
- (k) A security fence equipped with a gate and a locking mechanism must be installed at a minimum height of eight feet along all exterior sides of the solar farm. **(Note K on site plan)**
- (l) Landscape buffer/screens, ground cover, security fences, gates, and warning signs must be maintained in good condition until the solar farm is dismantled and removed from the site. **(Note L on site plan)**
- (m) The Zoning Authorization Permit is subject to revocation if the Planning Department is not notified when the solar farm company holding the permit sells or otherwise transfers its interest to another entity or individual. **(Note M on site plan)**
- (n) Removal of solar farm equipment and site restoration:

- (1) The application must include decommissioning plans that describe the anticipated life of the solar farm, the estimated decommissioning costs in current dollars, the method for ensuring that funds will be available for decommissioning and restoration, and the anticipated manner in which the solar farm project will be decommissioned and the site restored. **(See attached Decommissioning Plan)**
- (2) Following a continuous 6 month period in which no electricity is generated, the permit holder will have 6 months to complete decommissioning of the solar farm. Decommissioning includes removal of solar panels, buildings, cabling, electrical components, and any other associated facilities below grade as described in the approved decommissioning plan. **(Note N(b) on site plan)**
- (3) Prior to the issuance of a Zoning Compliance Certificate, the applicant must provide the County with a performance guarantee as provided in Subsection (4) below. The amount of the guarantee shall be 1.25 times the estimated decommissioning cost minus the salvageable value, or \$50,000.00, whichever is greater. Estimates for decommissioning the site and salvage value shall be determined by a North Carolina licensed engineer or a licensed contractor. It is the responsibility of the applicant to provide the County with the certified cost estimate. **(See attached Decommissioning Plan and Note N(c) on site plan)**
- (4) The following types of performance guarantees are permitted:
 - a. A surety or performance bond that renews automatically, includes a minimum 60-day notice to the County prior to cancellation, is approved by the Planning Director, and is from a company on the U.S. Department of Treasury's Listing of Certified Companies. A bond certificate must be submitted to the Planning Department each year verifying the bond has been properly renewed; or
 - b. A certified check deposited with the county finance director, as escrow agent, who will deposit the check in an interest-bearing account of the County, with all interest accruing to the applicant. Funds deposited with the county finance director will be returned when the solar farm is decommissioned and any necessary site restoration is completed; or
 - c. A no-contest irrevocable bank letter of credit from a banking corporation licensed to do business in the State of North Carolina. The terms of the letter must include the absolute right of the County finance director to withdraw funds from the bank upon certification by the County manager that the terms and conditions of the performance guarantee have been breached. The letter of

credit must be valid up to 12 months from the date the performance guarantee was approved.

- (5) The full amount of the bond, certified check, or letter of credit must remain in full force and effect until the solar farm is decommissioned and any necessary site restoration is completed. **(See attached Decommissioning Plan)**
- (6) The land owner or tenant must notify the County when the site is abandoned. **(Note N(e) on site plan)**

Utilities

The proposed use does not require wastewater or potable water services. The proposed solar facility will connect to the utility grid in the northeast portion of the property.

Transportation

Mount Olive Church Road (State Road 1802) is designated as a minor arterial road in the Catawba County Thoroughfare Plan. This section of Mt. Olive Church Road is generally designed and constructed to carry between 12,000 and 15,000 vehicles per day. Traffic counts taken in 2013 along Mt. Olive Church Road, north and south of the site, measured 2,700 and 2,500 average trips per day, respectively. Development of the property will consist of temporary construction traffic and will not overburden the existing roadway or cause significant congestion issues during normal operations.

Land Use Plan

The Balls Creek Small Area Plan, adopted on June 16, 2003, serves as the current land use plan for this area. Map 5, titled "Future Land Use Recommendations," depicts the property as being located in an area recommended for village/multi-family/office-institutional uses. The use and size of the land area associated with the request for a solar farm at this location is inconsistent with the uses and density recommendations of the plan. There are a considerable number of adjacent properties that are sizable (5 plus acres) tracts accommodating agricultural, residential development, and woodlands to the north, south, east, and west.

STAFF RECOMMENDATION

Staff recommends the 45 acres to be leased by Birdseye Renewable Energy LLC be rezoned from R-30 Residential to R-80-CD Conditional District subject to the conditions listed and illustrated on the conceptual site plan based upon:

- 1) The relatively low density pattern of the surrounding community; consistent with density required in the R-80 district (80,000 square feet, 2 acres), combined with conditional zoning designating a solar farm as the exclusive use;

- 2) The proposed development meeting the standards of Section 44-633 of the Unified Development Ordinance (UDO) as identified on the site plan;
- 3) The topography of the site, existing vegetation, and additional vegetation to be planted combine to offer minimal visibility of the site; and
- 4) The UDO allowing for the consideration of solar farms as a permitted use in the R-80-CD Conditional District.

Public Hearing Discussion

The Planning Board held a public hearing on June 29, 2015 to consider the request. One citizen spoke in favor of solar farms and asked that the applicant consider planting White Dutch Clover as a cover crop to assist the bee population. One board member expressed concern about the viewshed of the solar farm from the Claremont Road area during the winter months and shared that it is difficult to understand the possible impacts while deciduous trees are in the growing season. Representatives with Birdseye Renewable Energy gave an overview of the project. No one spoke in opposition to the request.

PLANNING BOARD RECOMMENDATION

The Planning Board voted 8 – 1 to submit a favorable recommendation to the Catawba County Board of Commissioners to rezone 45 acres from R-30 Residential to R-80-CD Conditional District subject to the conditions listed and illustrated on the conceptual site plan and based upon:

- 1) The relatively low density pattern of the surrounding neighborhood; consistent with density required in the R-80 district (80,000 square feet, 2 acres), combined with conditional zoning designating a solar farm as the exclusive use;
- 2) The proposed development meeting the standards of Section 44-633 of the Unified Development Ordinance (UDO) as identified on the site plan with modifications;
- 3) The topography of the site, existing mature vegetation, and additional vegetation to be planted combine to offer minimal visibility of the site;
- 4) The UDO allowing for the consideration of solar farms as a permitted use in the R-80-CD Conditional District;
- 5) Existing vegetation being left in place and not removed during or after the construction process;
- 6) The applicant obtaining an Erosion and Sedimentation Control Permit; and
- 7) Additional trees, with an increased maturity height, being planted in the southeastern portion of the property to further shield the solar farm from adjacent properties along Claremont Road.

Note: To date, ten solar farms have been approved within Catawba County's unincorporated area. See attached map.

- *Three sites have been built – Arndt Farms, LLC (#1), Judy Punch (#2), and Strata-Sigmon (#9). All were built by Strata Solar.*
- *Three are waiting construction – Owen Solar (#3) which is scheduled to be built 7/3/2015 and Flash Solar (#8) which is scheduled for 8/1/2015. Both are to be built by Sunlight Partners, LLC. The two were approved through the special use process. The Special Use Permits allow for construction until 2018. Apple One Solar (#10) was approved through the rezoning process and is currently being reviewed for permitting and construction.*
- *Four of the projects have been abandoned – RJ Solar (#4), Morgan Solar (#5), Aztec Solar (#6) and Austin Solar (#7). These were going to be built by Sunlight Partners, LLC, but have been abandoned due to financial feasibility uncovered during the due diligence phase of the project.*
- *Those that have been built or are awaiting construction comprise approximately 224 acres.*

Applicant

Birdseye Renewable Energy LLC

Request

Rezone 45 acres from R-30 Residential (30,000 square feet, .68 acres) to R-80-CD Conditional District for a Solar Farm

Location

2327 Mt. Olive Church Road

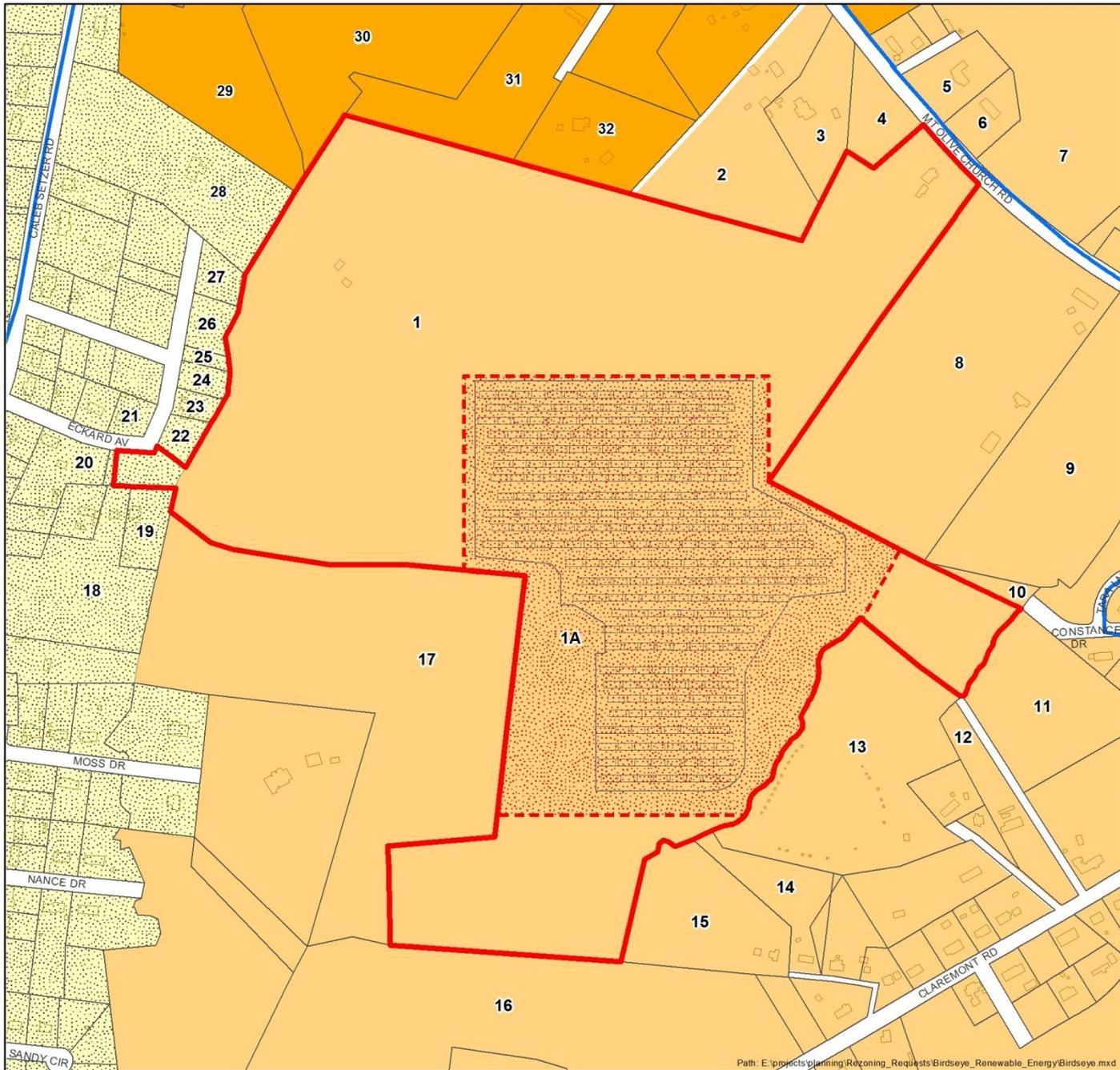
Date

July 20, 2015

REZONING REQUEST MAP

Applicant: Birdseye Renewable Energy
 Owner: Burke Family Properties LTD
 PIN - 3750-17-10-2870
 R-40 Residential to
 R-80-CD Conditional District

-  Solar Panel Area
-  Area to be Rezoned
-  Subject Parcel
-  Structures
-  Water Lines
-  Parcels
- Newton_Zoning**
-  R-20
- County Zoning**
-  R-20
-  R-30



1 Through 32 - See Adjacent Property Owner List



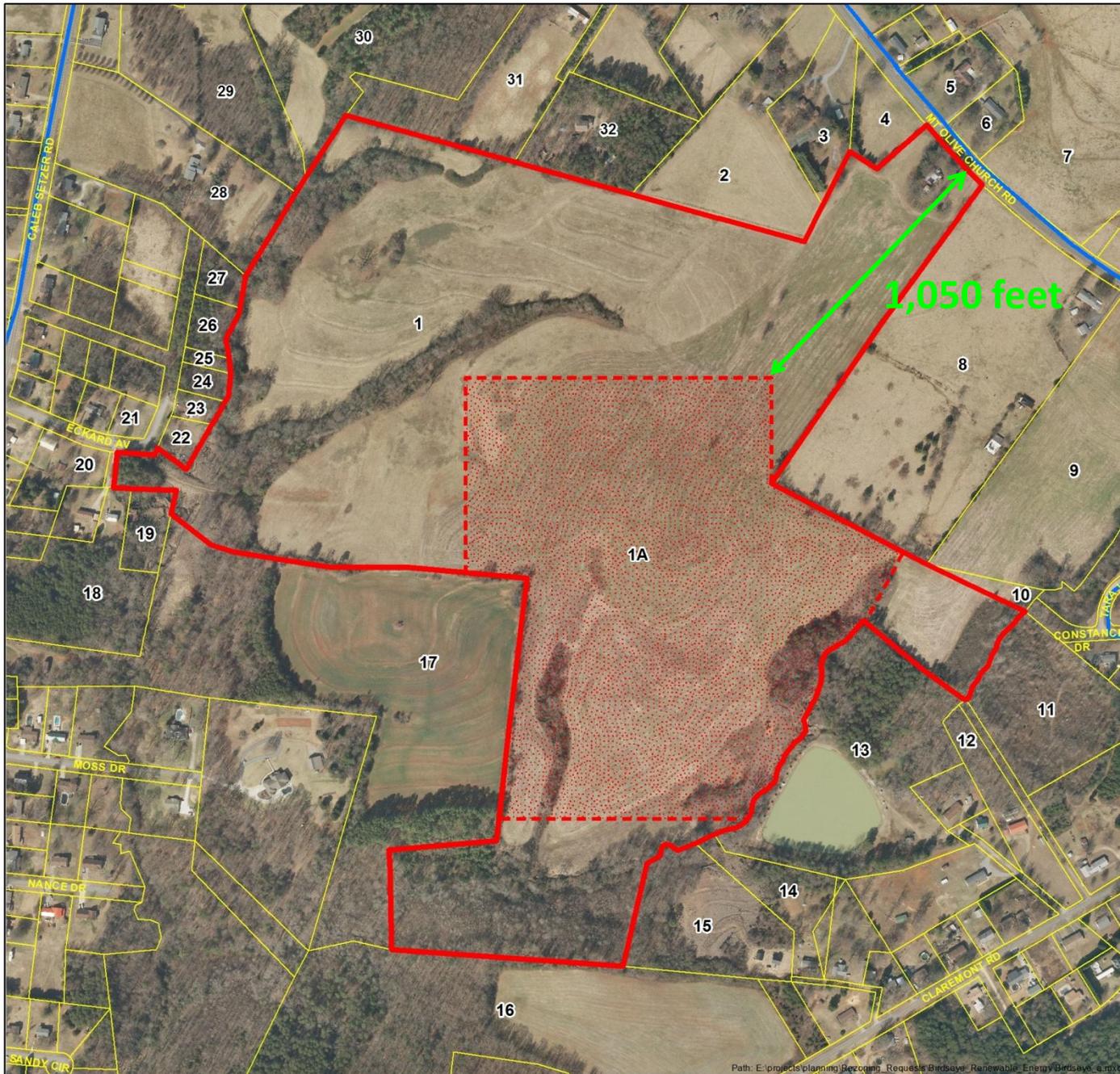
1 inch = 500 feet

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REZONING REQUEST MAP

Applicant: Birdseye Renewable Energy
 Owner: Burke Family Properties LTD
 PIN - 3750-17-10-2870
 R-40 Residential to
 R-80-CD Conditional District



-  Area to be Rezoned
-  Subject Parcel
-  Water Lines
-  Parcels

1 Through 32 - See Adjacent Property Owner List



1 inch = 500 feet

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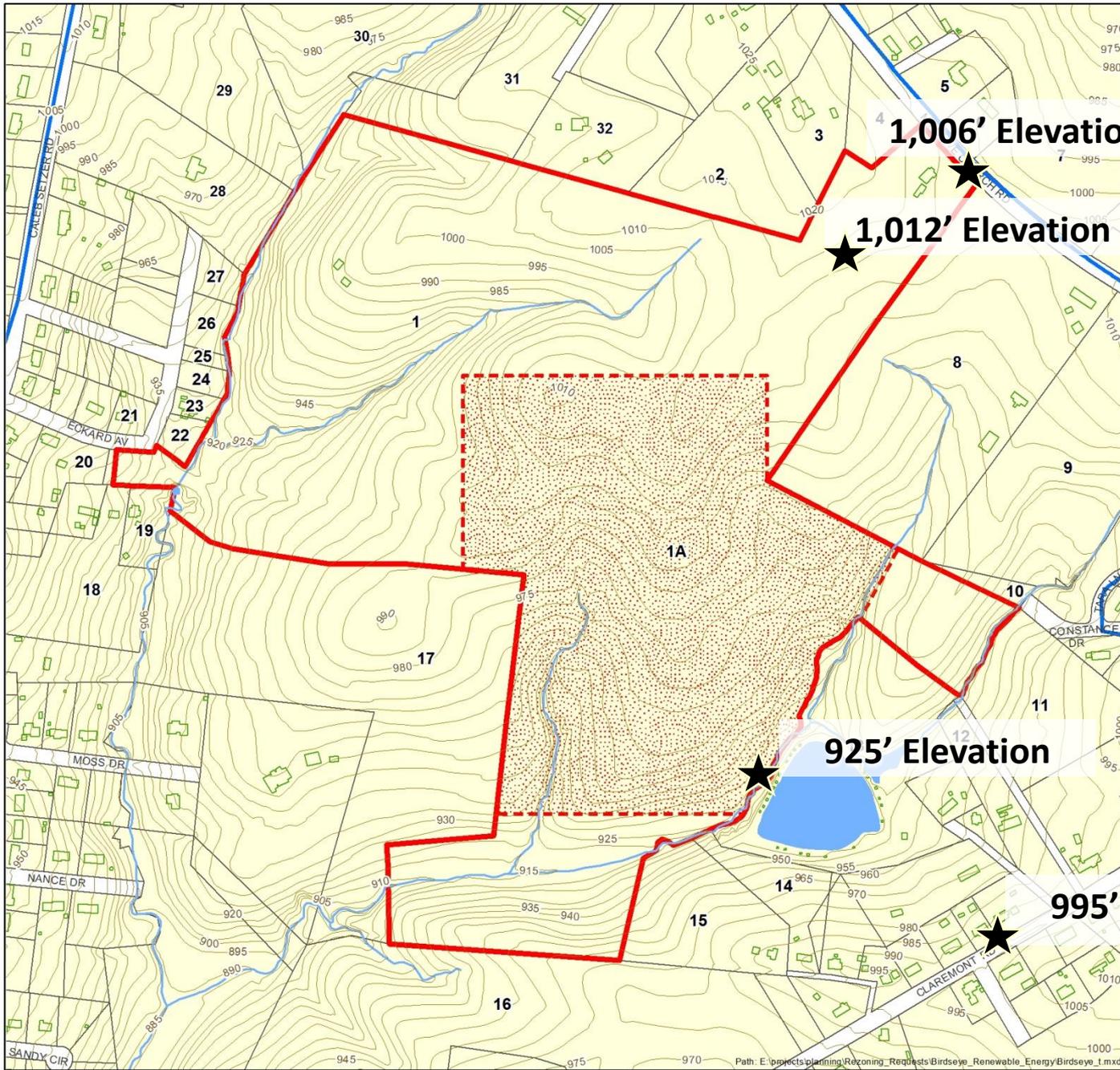
FOCUS AREA



CATAWBA COUNTY, NC

REZONING REQUEST MAP

Applicant: Birdseye Renewable Energy
 Owner: Burke Family Properties LTD
 PIN - 3750-17-10-2870
 R-40 Residential to
 R-80-CD Conditional District



- Contour Lines
- Creeks, Streams
- Ponds
- Area to be Rezoned
- Subject Parcel
- Structures
- Water Lines
- Parcels

1 Through 32 - See Adjacent Property Owner List

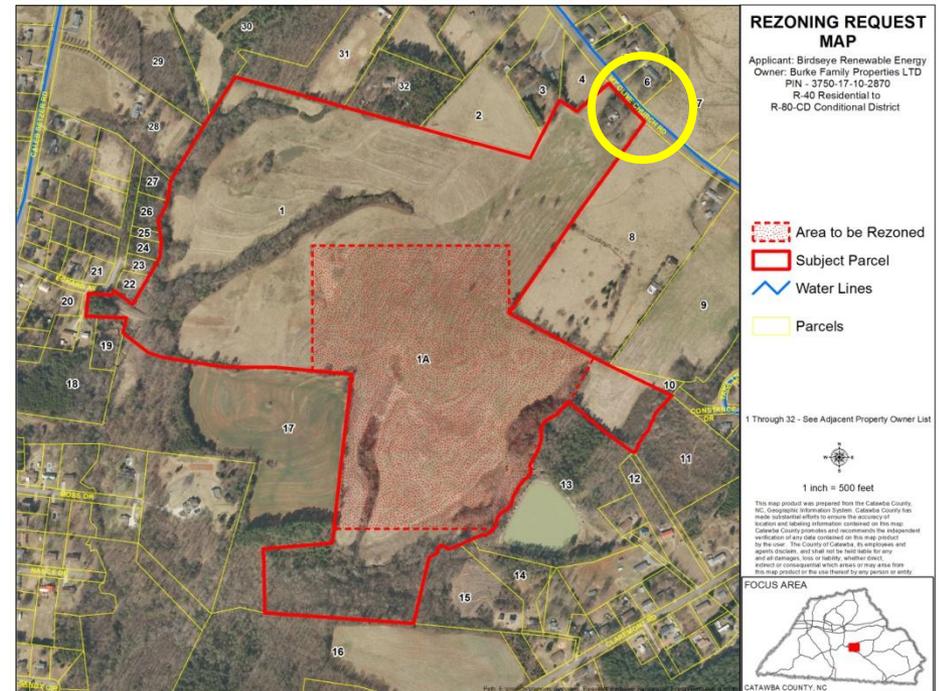


1 inch = 500 feet

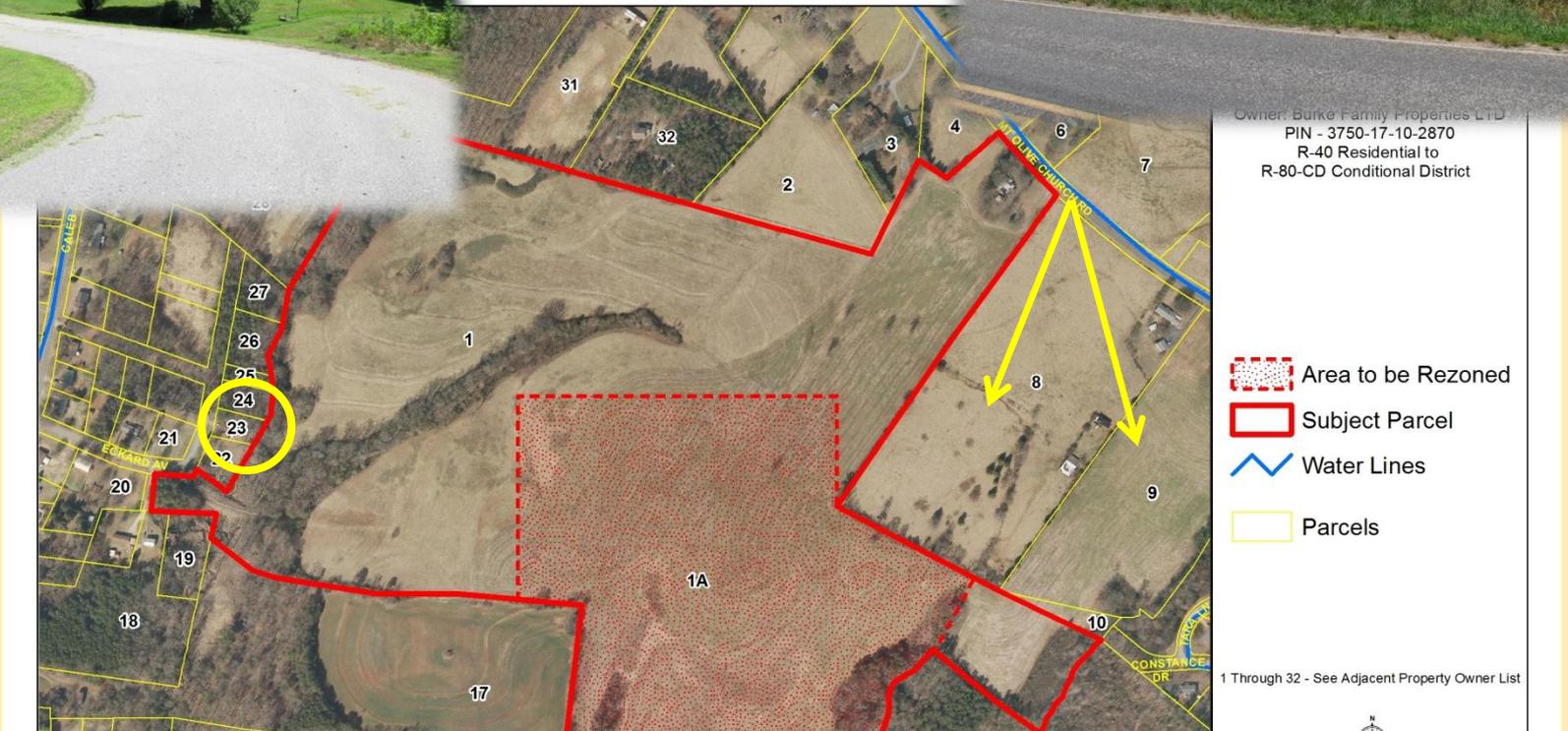
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Subject and Adjacent Properties - North



Adjacent Properties – East and West

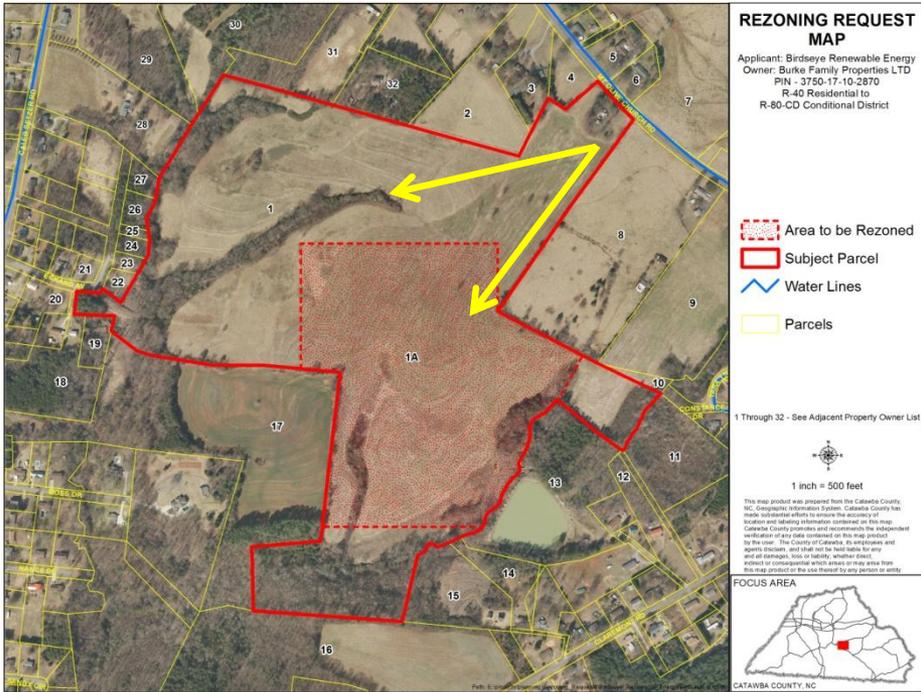


Owner: Burke Family Properties LTD
PIN - 3750-17-10-2870
R-40 Residential to
R-80-CD Conditional District

- Area to be Rezoned
- Subject Parcel
- Water Lines
- Parcels

1 Through 32 - See Adjacent Property Owner List

Subject Property - South



Purpose - Review

- The R-30 Residential district requires a minimum lot size of 30,000 square feet (.68 acres per dwelling) and is considered a medium density “general use” district. Predominate uses are single-family houses and agriculture.
- The R-80 Residential district requires a minimum lot size of 80,000 square feet (2 acres per dwelling) and is considered a low density “general use” district. Predominate uses are single-family houses and agriculture in a more rural setting.
- Conditional district zoning is based on a “specific use” such as the requested solar farm. It would be bound by a set of regulations and negotiated conditions specific to the request and accompanied by a site plan. In this case, if approved, the base zoning would be R-80 and include the CD Conditional District (R-80-CD).

Utilities

- Public water is located along Mt. Olive Church Road; however, the proposed use does not need connection to public water services.
- Public sewer is not available nor is it needed for the proposed use.
- The proposed solar facility would supply electricity through connection to the utility grid in the northeast portion of the property.

Transportation

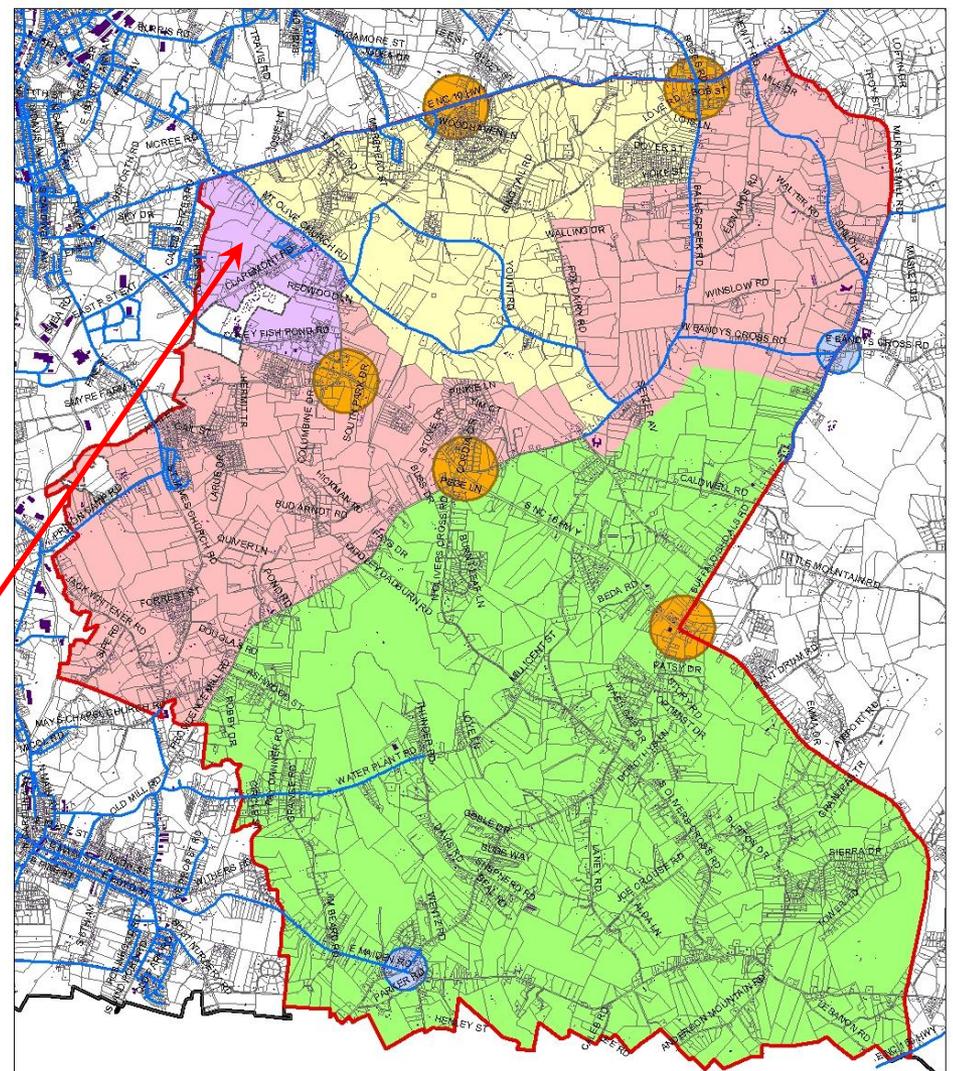
- Mount Olive Church Road is a minor arterial road.
- Designed to carry 12,000 – 15,000 vehicles per day.
- Traffic counts in 2013 to the north and south of the site measured 2,700 and 2,500 vehicles per day.
- No recommendations within the adopted thoroughfare plans for road widening.
- The proposed development will create temporary construction traffic and will not overburden the existing roadway or cause significant congestion issues during normal operations.

Land Use Plan

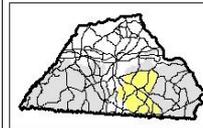
- Property is within the Balls Creek Small Area Plan adopted in June 2003.
- Map 5A, titled “Future Land Use Recommendations,” depicts the property as being in an area designated for village, multi-family, and office-institutional development.
- The use and size of the land associated with the solar farm request is inconsistent with the uses and density recommendations of the plan.
- There are a considerable number of larger tracts in proximity of the property which accommodate agricultural and residential uses as well as woodlands.

Map 5A – Balls Creek Small Area Plan Future Land Use Recommendations

Subject
Parcel



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- Structures
- Balls Creek SAP Boundary
- Municipal Boundary
- Waterlines
- Residential Density: .75 Acre Lots
- Residential Density: 1 Acre Lots
- Residential Density: 2 Acre Lots
- Village/Multi-Family/Office-Institutional
- Rural Commercial
- Neighborhood Commercial

**MAP NO. 5A
BALLS CREEK SMALL AREA PLAN
FUTURE LAND USE
AND
RESIDENTIAL DENSITY
RECOMMENDATIONS**



0 0.25 0.5 1 1.5 2 Miles



Printed: 04/28/2010

Planning Board Public Hearing Discussion

- Public Hearing on June 29, 2015
- One citizen spoke in favor of solar farms and requested a ground cover be planted to help the bee population.
- One board member expressed concern about the viewshed of the solar farm from Claremont Road area and felt the deciduous trees provided a temporary screen.
- Representatives with Birdseye Renewable Energy also presented information about the solar project.
- No one spoke in opposition to the request.

Planning Board Recommendation

The Planning Board voted 8 – 1 to submit a favorable recommendation to the Catawba County Board of Commissioners to rezone 45 acres from R-30 Residential to R-80-CD Conditional District subject to the conditions listed and illustrated on the conceptual site plan and based upon:

- 1) The relatively low density pattern of the surrounding neighborhood; consistent with density required in the R-80 district (80,000 square feet, 2 acres), combined with conditional zoning designating a solar farm as the exclusive use;
- 2) The proposed development meeting the standards of Section 44-633 of the Unified Development Ordinance (UDO) as identified on the site plan with modifications;
- 3) The topography of the site, existing mature vegetation, and additional vegetation to be planted combine to offer minimal visibility of the site;
- 4) The UDO allowing for the consideration of solar farms as a permitted use in the R-80-CD Conditional District;

Planning Board Recommendation cont.

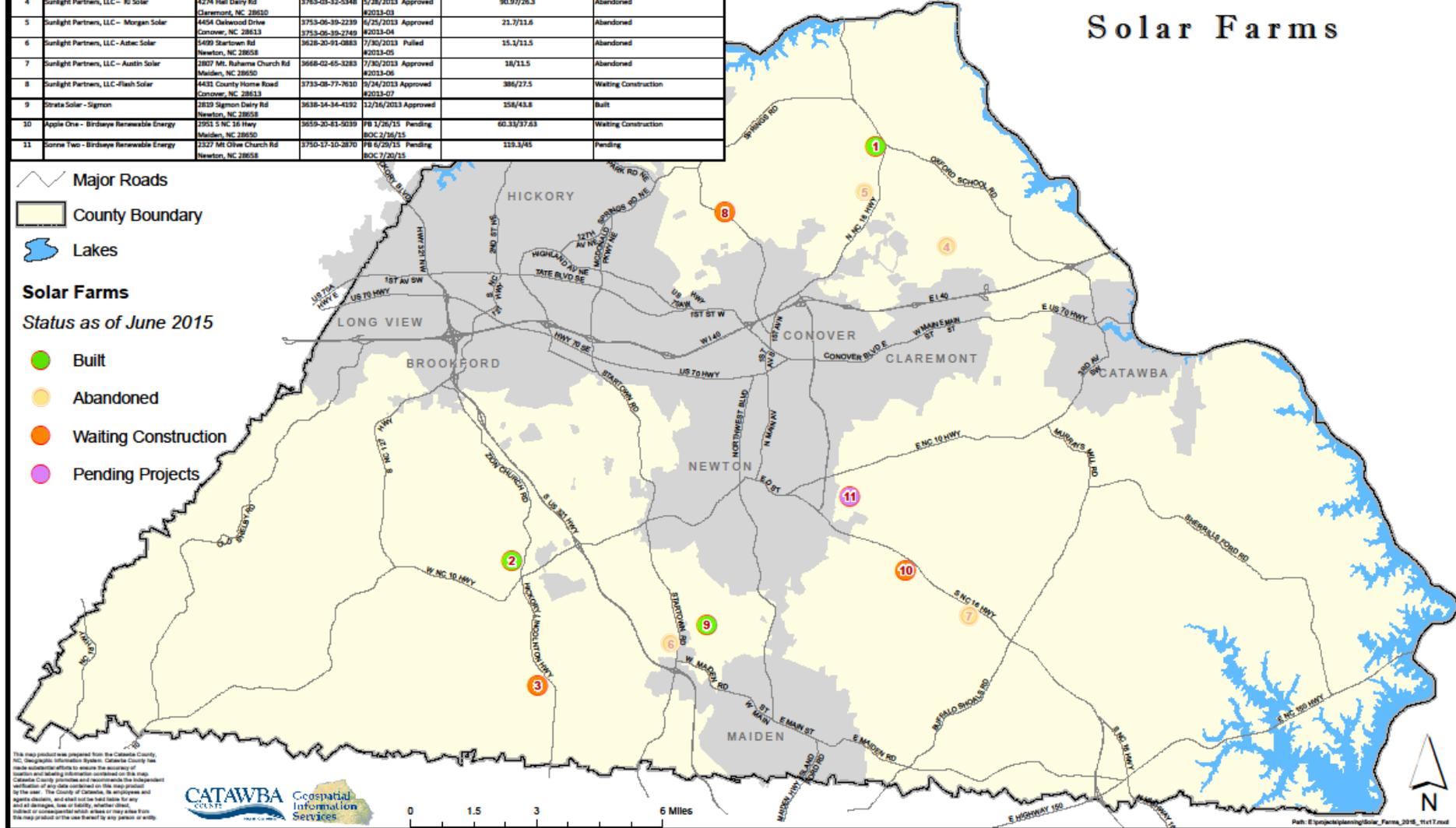
- 5) Existing vegetation being left in place and not removed during or after the construction process;
- 6) The applicant obtaining an Erosion and Sedimentation Control Permit; and
- 7) Additional large canopy trees, with an increased maturity height, being planted in the southeastern portion of the property to further shield the solar farm from adjacent properties along Claremont Road.

Catawba County Solar Farms

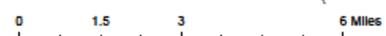
Site Name	Address	PI#	BOA Meeting	Panel Acres/Solar Farm Leased Acres	Status as of January 2014
1	Strata Solar - Arrdt Farms, LLC 5355 N NC 16 Hwy Claremont, NC 28610	3754-10-45-8036	1/28/2012 Approved #2012-01	57.4/49	Built
2	Strata Solar - Judy Panch 3425 Zion Church Road Hickory, NC 28602	3609-04-82-7087	7/12/2012 Approved #2012-01	101.6/37.5	Built
3	Sunlight Partners, LLC - Owen Solar 4923 Hickory Lincolnton Hwy Lincolnton, NC 28092	3617-03-16-9482	5/28/2013 Approved #2013-02	54.8/28.8	Waiting Construction
4	Sunlight Partners, LLC - RJ Solar 4274 Hall Dairy Rd Claremont, NC 28610	3763-03-32-5348	5/28/2013 Approved #2013-01	30.97/26.3	Abandoned
5	Sunlight Partners, LLC - Morgan Solar 4454 Oakwood Drive Conover, NC 28613	3753-06-19-2339 3753-06-19-2749	6/25/2013 Approved #2013-04	21.7/11.6	Abandoned
6	Sunlight Partners, LLC - Axtac Solar 5499 Startown Rd Newton, NC 28658	3628-20-91-0883	7/30/2013 Pulled #2013-05	15.1/13.5	Abandoned
7	Sunlight Partners, LLC - Austin Solar 2807 Mt. Ruhama Church Rd Maiden, NC 28650	3668-02-45-3283	7/30/2013 Approved #2013-06	18/11.5	Abandoned
8	Sunlight Partners, LLC - Flash Solar 4433 Country Home Road Conover, NC 28613	3733-08-77-7610	9/24/2013 Approved #2013-07	386/27.5	Waiting Construction
9	Strata Solar - Sigmon 2830 Sigmon Dairy Rd Newton, NC 28658	3638-14-34-4192	11/26/2013 Approved	158/43.8	Built
10	Apple One - Birdseye Renewable Energy 2951 S NC 16 Hwy Maiden, NC 28650	3659-20-81-5039	FB 1/26/15 Pending BOC 2/26/15	60.33/37.63	Waiting Construction
11	Conne Two - Birdseye Renewable Energy 2327 Mt Olive Church Rd Newton, NC 28658	3750-17-10-2870	FB 6/20/15 Pending BOC 7/20/15	113.1/45	Pending

CATAWBA COUNTY Solar Farms

- Major Roads
- County Boundary
- Lakes
- Solar Farms**
- Status as of June 2015*
- Built
- Abandoned
- Waiting Construction
- Pending Projects



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Subject and Adjacent Property Owners

#	PIN	CALCAC	owner	owner2	address	city	state	zip
1	375017102870	119.33	BURKE FAMILY PROPERTIES LTD LP		PO BOX 890	NEWTON	NC	28658-0890
2	375017126173	6.55	H. THOMAS BANKS	DELORES FAYE BANKS	2289 MOUNT OLIVE CH RD	NEWTON	NC	28658-8221
3	375017129197	2.83	GEORGE EDWARD DEAL JR	PATRICIA M DEAL	2289 MOUNT OLIVE CHURCH RD	NEWTON	NC	28658-8221
4	375017222107	1.59	HARWELL FAMILY REVOCABLE TRUST	BOB D HARWELL TRUSTEE	1638 N EAGLE RIDGE PATH	HERNANDO	FL	34442-6319
5	375017224361	1.57	RANDAL W HONEYCUTT	AMY H HONEYCUTT	2326 MOUNT OLIVE CHURCH RD	NEWTON	NC	28658-8222
6	375018226106	1.11	NORRIS B HARWELL	DIANE M HARWELL	2342 MOUNT OLIVE CHURCH RD	NEWTON	NC	28658-8222
7	375018229392	17.00	NORRIS B HARWELL	DIANE M HARWELL	2342 MOUNT OLIVE CHURCH RD	NEWTON	NC	28658-8222
8	375017214135	19.36	EVERETTE C DRUM JR	NINA ILENE H DRUM	2361 MOUNT OLIVE CHURCH RD	NEWTON	NC	28658-8222
9	375018300835	16.45	JAMES LEWIS SIGMON SR LFI		PO BOX 890	NEWTON	NC	28658-0890
10	375018206339	0.47	ELMER UDEAN BURKE	NANCY BARRINGER BURKE	PO BOX 890	NEWTON	NC	28658-0890
11	365906298916	5.56	MARILYN CAMPBELL MCKIDDY	MARSHA CAMPBELL NELSON	2300 CLAREMONT RD	NEWTON	NC	28658-8233
12	365906296613	2.13	RICHARD LEE DRUM	GLENDA C DRUM	2274 CLAREMONT RD	NEWTON	NC	28658-8279
13	365905292725	11.77	RICHARD LEE DRUM		2274 CLAREMONT RD	NEWTON	NC	28658-8279
14	365905198294	2.06	DANIEL S CALLOWAY	CHRISTINE CALLOWAY	2220 CLAREMONT RD	NEWTON	NC	28658-8279
15	365905196113	5.02	JERRY DALE CHRISTOPHER JR		2198 CLAREMONT RD	NEWTON	NC	28658-8232
16	365905083785	30.97	CAROLE I ELLIOTT REVOCABLE TRUST		20510 BETHELWOOD LN	CORNELIUS	NC	28031-7036
17	374020908284	28.30	DARRELL C DRUM	DEAN COOLIDGE DRUM	4767 S OLIVERS XRD	MAIDEN	NC	28650-9176
18	374020902492	5.15	TERESA ELAINE GLENN		1921 ECKARD AVE	NEWTON	NC	28658-1687
19	374020904692	1.09	TERESA ELAINE GLENN		1921 ECKARD AVE	NEWTON	NC	28658-1687
20	374020901864	1.48	GENEVA LEDFORD JAMES	KENNETH DAVID JAMES	927 22ND ST NE	HICKORY	NC	28601-4433
21	374020914033	0.47	GARLAND RAY TRAVIS LFI	DOROTHY G TRAVIS LFI	1932 ECKARD AVE	NEWTON	NC	28658-1686
22	374020906926	0.52	CYNTHIA DIANE MICHAEL		1937 ECKARD AVE	NEWTON	NC	28658-1687
23	374020916078	0.38	CYNTHIA DIANE MICHAEL		1937 ECKARD AVE	NEWTON	NC	28658-1687
24	374020917107	0.45	CYNTHIA DIANE MICHAEL		1937 ECKARD AVE	NEWTON	NC	28658-1687
25	374020917206	0.22	L J G J INC		2852 BUFFALO SHOALS RD	NEWTON	NC	28658-8244
26	374020917328	0.73	L J G J INC		2852 BUFFALO SHOALS RD	NEWTON	NC	28658-8244
27	374020917554	0.65	L J G J INC		2852 BUFFALO SHOALS RD	NEWTON	NC	28658-8244
28	374020925080	7.24	LEVON EDGAR DEAL	PATSY W DEAL	1102 CALEB SETZER RD	NEWTON	NC	28658-1667
29	374016927850	11.99	ROBERT WALTER DEAL		PO BOX 1202	NEWTON	NC	28658-1202
30	375013024776	21.48	JOHN ALLEN DEAL	PEARL S DEAL	2051 NC HIGHWAY 10 E	NEWTON	NC	28658-1838
31	375013120528	8.26	HARRY GERHARDT LONG	BETTY D LONG	304 10TH AVE NE	CONOVER	NC	28613-3101
32	375017121077	3.96	JAMES HARVEY SAUNDERS	BARBARA SAUNDERS	2255 MOUNT OLIVE CHURCH RD	NEWTON	NC	28658-8221



Sonne Two Solar Farm Decommissioning Plan

May 15, 2015

As required by Catawba County Ordinance No. 2013-16, the following Decommissioning Plan is submitted in support of the Rezoning Application.

- Per the lease agreement with landowner, decommissioning shall occur at the end of the land lease and shall be the full responsibility of the lessee, Sonne Two LLC.
 - Decommissioning will be initiated following any continuous 6 month period during which no electricity is generated.
- Per the lease agreement with the landowner, the land shall be fully restored to its pre-solar farm condition.
 - All above and below ground non-utility owned equipment, conduit, structures, fencing, roads and foundations shall be removed.
- Decommissioning of the solar farm will be completed within 6 months of a decommissioning initiating event.
- The anticipated lifespan of the solar farm is 50 years.
- According to the attached North Carolina licensed engineer certified cost estimate, the salvage value of the project will far outweigh the decommissioning costs. It is expected that the decommissioning project will be bid out to salvage professionals as a profit making enterprise, managed by Sonne Two, LLC.
 - The projected site restoration cost is \$32,000 (current US dollars).
 - The projected site demo cost is \$670,860 (current US dollars).
 - The projected salvage value is \$1,126,242.30 (current US dollars).
 - The projected total net decommissioning cost is -\$423,382.30 (current US dollars).
- Prior to issuance of a Zoning Compliance Certificate, Sonne Two LLC will provide Catawba County with a \$50,000 performance guarantee to be held in full force and effect until the solar farm is decommissioned and site restoration is completed.

By: _____

Brian Bednar
Sonne Two LLC, Manager
Birdseye Manager LLC, President

Estimate of Probable Cost **Sonne Two Solar, LLC** **Site Decommissioning**

	Item	Total
Demo Cost		\$670,860.00
Site Restoration Cost		\$32,000.00
Salvage Value		\$1,126,242.30
Total Net Cost		-\$423,382.30

Summary: The recycling value of the raw materials for the solar array will exceed the removal costs and provide a net gain of approx. \$432,195



David S. Klausman, PE



Estimate of probable cost is based on historical values, comparison to other similar projects & publically available data. It is not reflective of a bid value nor it is an actual quote for work. It is an estimation of probable cost for the project scope.

Sonne Two Solar, LLC
Decommissioning Estimate of Probable Cost

Demo

Item No.	Item	Unit	Estimated Quantity	Unit Price	Total
1	Fence Removal	lf	5,400	\$13.00	\$70,200.00
2	Racking frames	ea	720	\$500.00	\$360,000.00
3	Racking Posts (4/rack)	ea	2,880	\$6.50	\$18,720.00
4	Solar Panels	ea	27,360	\$4.00	\$109,440.00
5	Inverters	ea	6	\$1,500.00	\$9,000.00
6	Transformers	ea	6	\$1,200.00	\$7,200.00
7	Wire (Copper)	lb	9,000	\$0.50	\$4,500.00
8	Wire (Aluminum)	lb	18,000	\$0.50	\$9,000.00
9	Concrete Removal	sf	3,800	\$6.00	\$22,800.00
10	Gravel Paving	sf	30,000	\$2.00	\$60,000.00
				Total Demo	\$670,860.00

Sonne Two Solar, LLC
 Decommissioning Estimate of Probable Cost

Salvage Value

Item No.	Item	Qty	Weight	Unit	Estimated Quantity	Unit Price	Total
1	Steel Racking Posts @ 60lbs ea	2,880	60	lb	172,800	\$0.17	\$29,376.00
2	Aluminum Racking @ 19.5 M each	720	1224	lb	881,280	\$0.82	\$722,649.60
3	Fencing	1	43,578	lb	43,578	\$0.15	\$6,536.70
4	Solar Panels	27,360		ea	27,360	\$13.00	\$355,680.00
5	Inverters	6		ea	6	\$1,200.00	\$7,200.00
6	Transformers	6		ea	6	\$800.00	\$4,800.00
						Value	\$1,126,242.30

Fencing

Fabric Weight	5,400	2.8	lbs/lft	15,120	0.15	\$2,268.00
Top Rail	5,400	2.27	lbs/lft	12,258	0.15	\$1,838.70
Line Posts	540	30	lbs	16,200	0.15	\$2,430.00
				43,578	Total	\$6,536.70

Sonne Two Solar, LLC
Decommissioning Estimate of Probable Cost

Landscape

Item No.	Item	Unit	Estimated Quantity	Unit Price	Total
1	Site Restoration	Ac	32	\$1,000.00	\$32,000.00
				Landscaping Cost	\$32,000.00

363.600 USD / MT 0
2015 APRIL 14

STEEL SCRAP
Steel Casting

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SCRAP METALS

Aluminum Scrap
Brass Scrap
Copper Scrap
Electronic Scrap
Hallmarked Gold Scrap
Nickel & Alloy Scrap
Non Hallmarked Gold Scrap
Other Scrap
Plastic Resin
Plastic Scrap
Stainless Steel Scrap
Steel Scrap

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0.828 USD / LB 0
2015 APRIL 14

ALUMINUM SCRAP
6061 Alum Extrusion

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SCRAP METALS

Aluminum Scrap
Brass Scrap
Copper Scrap
Electronic Scrap
Hallmarked Gold Scrap
Nickel & Alloy Scrap
Non Hallmarked Gold Scrap
Other Scrap
Plastic Resin
Plastic Scrap
Stainless Steel Scrap
Steel Scrap

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Planning and Parks Department
PO Box 389
100 A Southwest Boulevard
Newton, NC 28658
828-465-8380
Fax: 828-465-8484
www.catawbacountync.gov/

ZONING MAP AMENDMENT CONSISTENCY STATEMENT

On July 20, 2015 the Catawba County Board of Commissioners conducted a public hearing for the purpose of considering a zoning map amendment to a portion of PIN 3750-17-10-2870 (Case #RZ2015-04). The applicant is Birdseye Renewable Energy. The property owner is Burke Family Properties LTD.

Upon considering the matter, the Catawba County Planning Board finds the request to be inconsistent with future land use recommendations illustrated on Map 5 titled "Future Land Use Recommendations" of the Balls Creek Small Area Plan but, reasonable for rezoning based upon:

- 1) The relatively low density pattern of the surrounding neighborhood; consistent with density required in the R-80 district (80,000 square feet, 2 acres), combined with conditional zoning designating a solar farm as the exclusive use;
- 2) The proposed development meeting the standards of Section 44-633 of the Unified Development Ordinance (UDO) as identified on the site plan with modifications;
- 3) The topography of the site, existing mature vegetation, and additional vegetation to be planted combine to offer minimal visibility of the site;
- 4) The UDO allowing for the consideration of solar farms as a permitted use in the R-80-CD Conditional District;
- 5) Existing vegetation being left in place and not removed during or after the construction process;
- 6) The applicant obtaining an Erosion and Sedimentation Control Permit; and
- 7) Additional trees, with an increased maturity height, being planted in the southeastern portion of the property to further shield the solar farm from adjacent properties along Claremont Road.

The Catawba County Board of Commissioners therefore recommends the zoning map amendment. This recommendation was affirmed by a vote of ____ - ____ of the Catawba County Board of Commissioners.

Presiding Officer

Date



Ordinance No. 2015-_____

AMENDMENT TO THE CATAWBA COUNTY ZONING MAP

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS, that the Catawba County Official Zoning Atlas is hereby amended by rezoning the following described properties from R-30 Residential to R-80-CD Conditional District (RZ2015-04) for a solar farm.

A portion of one parcel totaling approximately 45 acres located at 2327 Mt. Olive Church Road in the Balls Creek Small Area Planning District, Newton Township, and further identified by Parcel Identification Number 3750-17-10-2870.

PLAN CONSISTENCY STATEMENT:

Pursuant to NCGS 153A-341, the Catawba County Board of Commissioners finds the request to be inconsistent with Map 5A titled "Future Land Use Recommendations" of the Balls Creek Small Area Plan depicting the property as being located in an area recommended for village/multi-family/office-institutional uses. The Board of Commissioners does however find the request reasonable for rezoning based upon:

- 1) The relatively low density pattern of the surrounding neighborhood; consistent with density required in the R-80 district (80,000 square feet, 2 acres), combined with conditional zoning designating a solar farm as the exclusive use;
- 2) The proposed development meeting the standards of Section 44-633 of the Unified Development Ordinance (UDO) as identified on the site plan with modifications;
- 3) The topography of the site, existing mature vegetation, and additional vegetation to be planted combine to offer minimal visibility of the site;
- 4) The UDO allowing for the consideration of solar farms as a permitted use in the R-80-CD Conditional District;
- 5) Existing vegetation being left in place and not removed during or after the construction process;
- 6) The applicant obtaining an Erosion and Sedimentation Control Permit; and
- 7) Additional trees, with an increased maturity height, being planted in the southeastern portion of the property to further shield the solar farm from adjacent properties along Claremont Road.

This, the 20th day of July 2015.

C. Randall Isenhower, Chair

APPOINTMENTS

RANDY ISENHOWER (Due) Voting Delegate to the NCACC Annual Conference

Chair Isenhowe recommends the appointment of _____ as the Voting Delegate to the NCACC Annual Conference.

TOM LUNDY (Due) Catawba County Tax Administrator/Assessor

County Manager Lundy recommends the reappointment of Mark Logan for a fourth term as Catawba County Tax Administrator/Assessor. This term will expire June 30, 2017.

MEMO

To: Catawba County Board of Commissioners
From: Julie Pruett – Catawba County EDC
Date: July 20, 2015
Subject: Carolina Nonwovens Economic Development Agreement and Resolution

Request

The Board of Commissioners approve the Economic Development Agreement between the County and Carolina Nonwovens LLC, the related resolution attached, and authorize the Chair to execute these along with any other needed documents.

Project Background and Company Overview

Carolina Nonwovens LLC intends to construct, up-fit and/or equip a new 100,000 sf pre-cast concrete manufacturing facility at 1106 JW Abernathy Plant Road in Maiden. It plans to invest a minimum of \$13,000,000 and create 62 new jobs over 3 years (35 job positions will move from Lincoln County). All jobs will meet 92% of the county average wage at \$33,978. 31 jobs will meet or exceed \$36,991. The State is requiring them to meet 90% of the County average wage.

Carolina Nonwovens considered multiple buildings and sites in Lincoln County and a site in Blacksburg, SC to place this project. The site in Maiden has a graded pad with utilities in place and due diligence has been completed. Since there were few existing building options available to Carolina Nonwovens, they chose the Maiden site because a facility can be constructed on this specific site which will meet their aggressive timeline of beginning operations by the end of 2015. Carolina Nonwovens is growing and expanding due to the diversified basis for its products in markets such as automotive and appliances. Since 2012 it has acquired contracts with automotive suppliers and appliance companies causing a need to double the square footage capacity.

National Spinning Company, parent company of Carolina Nonwovens, was founded in 1921 and is currently an employee-owned manufacturer. National Spinning Company purchased Carolina Nonwovens in Lincolnton in 2012. Carolina Nonwovens develops and produces thermo-bonded nonwovens for acoustical insulation for the automotive and appliance industries, thermal and acoustical insulation for the building industry, and foam replacements for the institutional and juvenile bedding market. National Spinning Company operates two spinning facilities, one dyeing plant, one fiber-blending facility, one distribution center, the Carolina Nonwovens facility, and offices throughout North Carolina, New York, and Central America. It sells yarn products worldwide and non-woven products domestically.

Economic Development Incentive Grant Overview and Clawbacks

The proposed 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 \$13,000,000, and the creation of 62 new jobs at the new facility. An incentive of 50% of new tax receipts would be paid to Carolina Nonwovens annually for 5 years after submitting proof of performance. This amount would be subject to our usual contractual commitments and

would total a maximum of \$185,438 (prior to depreciation). Based on the current tax rate, payments would equal a maximum of \$35,938 Year 1 and \$37,375 Years 2-5.

Like all incentives provided by the County, these incentives will be based on an economic development agreement which requires Carolina Nonwovens to meet minimum thresholds of investment (\$13,000,000) and job creation (62) by 2017 which must be maintained for a minimum of three years following the payment of the final incentive and the further 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.

Recommendation

The Board of Commissioners approve the Economic Development Agreement between the County and Carolina Nonwovens LLC, the related resolution attached, and authorize the Chair to execute these along with any other needed documents.

Resolution No. 2015-

Resolution Authorizing Economic Development Incentives for Carolina Nonwovens LLC

WHEREAS, Carolina Nonwovens LLC (herein referred to as “the Company”) requested incentives to cause a minimum investment of \$13,000,000 including the construction and equipping of a facility at 1106 JW Abernathy Plant Road in Maiden by December 31, 2017, and the creation and maintenance of a minimum of 65 new jobs by December 31, 2017, 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 92% of the county average wage at \$33,978 with 31 jobs meeting or exceeding \$36,991.

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 \$13,000,000 and 62 new jobs, with a maximum payment of \$35,938 year 1, \$37,375 year 2, \$37,375 year 3, \$37,375 year 4, and \$37,375 year 5, (total maximum incentive of \$185,438). This grant will be used to reimburse the Company’s 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.

Randy Isenhower, Chair
Catawba County Board of Commissioners

Catawba County Board of Commissioners Meeting July 20, 2015





Carolina Nonwovens develops and produces thermo-bonded nonwovens for acoustical insulation

- Automotive
- Appliance
- Building Industry
- Bedding & Mattress

Products



- Using airlay and thermobonding technology, CNC utilizes virgin, regenerated and recycled materials to produce unique products.
- Customers include Fortune 100 companies and customers requiring high quality nonwoven solutions.
- All products are formaldehyde free and environmentally friendly.

Carolina Nonwovens, LLC, founded in 2006 – purchased by National Spinning Company in 2012.

Employs 30 in Lincolnton

Growth in Automotive and Appliance industries is driving the proposed project

National Spinning Company, Inc., founded in 1921, is an employee-owned manufacturer and distributor of yarn, nonwovens, and consumer craft items, with plant locations in Washington, Whiteville, Beulaville, Burlington, and Lincolnton, employing almost 600 people in NC. Sales are domestic and international.



- 100,000 sf new pre-cast concrete facility on 11 acres, operational Dec, 2015, ability to expand
- Invest \$13M and create 62 jobs over 3 years
- Average pay for all jobs will be a minimum of 92% of the County average wage at \$33,978 or \$16.33/hr
- Average pay for 31 jobs will meet or exceed the County average wage of \$36,991 or \$17.78/hr

Proposed Project

- Performance Based Incentive: Based on an economic development agreement with clawbacks should Carolina Nonwovens fail to meet minimum contractual thresholds
- Agrees to adhere to requirements of Education Matters
- 50% of new property taxes generated for 5 years with minimum creation of 62 jobs and \$13,000,000 investment; proposal nets equal amount of incentive in net new receipts to County
 - Year 1 \$ 35,938
 - Year 2 \$ 37,375
 - Year 3 \$ 37,375
 - Year 4 \$ 37,375
 - Year 5 \$ 37,375
 - Total maximum \$185,438

Prepared by:
Debra Bechtel, Attorney
Catawba County
PO Box 389, Newton, NC 28658

**STATE OF NORTH CAROLINA COUNTY OF CATAWBA AND
COUNTY OF CATAWBA CAROLINA NONWOVENS, LLC
ECONOMIC DEVELOPMENT AGREEMENT**

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 **Carolina Nonwovens, LLC** ("Carolina Nonwovens" or "Company"), a North Carolina limited liability company qualified to do business in the State of North Carolina, having a mailing address of **PO Box 191, Washington, NC 27889**.

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 Carolina Nonwovens is engaged in manufacturing nonwoven insulation for the automobile and appliance industries within the meaning of NCGS 158-7.1; and

WHEREAS, Carolina Nonwovens intends to equip and construct, or cause to have constructed, a new manufacturing facility (the "Improvements") at 1106 JW Abernathy Plant Road, Maiden, NC, (Parcel ID # 364705290614) (the "Property"), at a cost of not less than Thirteen Million Dollars (\$13,000,000) and intends to create a minimum of Sixty-two (62) new jobs at the facility, with the improvements to be made and new jobs to be created between May 1, 2015 and December 31, 2017 (the "Improvement Period"); and

WHEREAS, Carolina Nonwovens 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, Carolina Nonwovens 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 – CAROLINA NONWOVENS

1. On or before July 31, 2015 Carolina Nonwovens shall:
 - 1.1 Deliver to County a certificate confirming that Carolina Nonwovens has, or has caused to be acquired the real Property and the construction and installation of the Improvements will result in the creation, maintenance and availability of a minimum of 62 new jobs prior to December 31, 2017, and that the overall average weekly wage will equal or exceed 92% of the Average Weekly Wage, and, further, average of 31 jobs will meet or exceed 100% of the Average Weekly Wage, established for Catawba County by the North Carolina Department of Commerce's Wage Standards for each year that County pays Carolina Nonwovens the economic development incentive provided for herein. Carolina Nonwovens 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".
 - 1.2 Provide an Opinion of Counsel for Carolina Nonwovens, in form and substance reasonably satisfactory to County, that this Agreement has been duly authorized, executed and delivered by Carolina Nonwovens; and
 - 1.3 Provide an Opinion of Counsel for Carolina Nonwovens, in form and substance reasonably satisfactory to County, stating that this Agreement is binding upon and enforceable against Carolina Nonwovens, 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, Carolina Nonwovens represents and warrants that, as of the execution date hereof:
 - 2.1 Carolina Nonwovens is a North Carolina limited liability company 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 Carolina Nonwovens 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 Carolina Nonwovens has the right, authority and duty to execute this Agreement in the name and on behalf of Carolina Nonwovens;
 - 2.4 This Agreement (i) is the valid and binding instrument and agreement of Carolina Nonwovens, enforceable against Carolina Nonwovens in accordance with its terms; (ii) does not violate any order of any court or other agency of government binding on Carolina Nonwovens, the charter documents or operating agreement of Carolina Nonwovens or any provision of any indenture, agreement or other instrument to which Carolina Nonwovens 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 Carolina Nonwovens is a party;

- 2.5 There is no suit, claim, action or litigation pending, or to the knowledge of Carolina Nonwovens 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 Carolina Nonwovens is not engaged in a business that would be exempt from property taxes.
3. In order to induce Carolina Nonwovens 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:
- 3.1 County is a North Carolina body politic corporate in nature and existing under North Carolina law;
 - 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;
 - 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;
 - 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
 - 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.
4. Carolina Nonwovens shall make or cause to be made investments to the Property and Improvements during the Improvement Period. Cumulative expenditures will meet or exceed Thirteen Million Dollars (\$13,000,000) by December 31, 2017, all of which will qualify and result in additional value for ad valorem tax purposes as determined by the Catawba County Tax Office, and Carolina Nonwovens further agrees to maintain in place, in good condition (ordinary wear and tear excepted), said Improvements for three years after the final incentive payment.

5. Carolina Nonwovens shall create a minimum of 62 new jobs at the Property in Maiden by December 31, 2017 and maintain or make available these jobs in place from December 17, 2015 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

6. On or before July 31, 2015 County shall deliver to Carolina Nonwovens an Opinion of Counsel for County, in form and substance reasonably satisfactory to Carolina Nonwovens, 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.
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 five year period, commencing with the taxes payable for the tax values on January 1, 2016, and January 1 of the succeeding four years for investments made pursuant to paragraph 4 above with maximum payments as reflected in paragraph and in the chart below.
 - b. In no event will the cumulative payments by County exceed One Hundred Eighty-five Thousand Four Hundred Thirty-eight Dollars (\$185,438) for the five years.

Grant Year	Maximum Payment By County by Year
1	\$35,938
2	\$37,375
3	\$37,375
4	\$37,375
5	\$37,375
Total	\$185,438

- c. Said amounts shall be payable annually, beginning in 2017 (Grant Year 1) and payable through 2021.
- d. Upon payment of ad valorem taxes by Company to County for each of 2017 through 2021 and certification by Company in the form or substantially in the form of the certificate attached hereto as Exhibit B, of Improvements made and proof of payment of taxes and 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 as of January 1, 2015. This same process will be followed by County and Company in each of the immediately following four (4) 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 certification 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 Carolina Nonwovens 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 Carolina Nonwovens; 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 Carolina Nonwovens 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 Carolina Nonwovens 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 Carolina Nonwovens 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 Carolina Nonwovens, 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 and maintaining a minimum of (62) newly created 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 Carolina Nonwovens shall fail to qualify and/or maintain the requirements for eligibility and participation in agreements for State of North Carolina incentives applied for and awarded;

- c. If Carolina Nonwovens 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 Carolina Nonwovens, this shall be deemed a breach of the Agreement and notwithstanding paragraph 10 below, the sole remedy will be that County will not owe Carolina Nonwovens any incentive that may have otherwise been due had those filings properly been made when due.
- d. 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 Carolina Nonwovens to County in connection with the transaction described in this Agreement, shall, to Carolina Nonwovens' knowledge, to be false or misleading in any material respect at the time given;
- e. If Carolina Nonwovens 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;
- f. If County, except in the event of force majeure, fails to pay Carolina Nonwovens 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;
- g. If a Court of competent jurisdiction shall enter an order, judgment, or decree appointing a custodian, receiver, trustee, liquidator, or conservator of Carolina Nonwovens or of the whole or any substantial part of their properties, or approves a petition filed against Carolina Nonwovens 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 Carolina Nonwovens or of the whole or any substantial part of their properties;
- h. 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

- i. If Carolina Nonwovens 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 Carolina Nonwovens 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 Carolina Nonwovens shall immediately refund to County all economic development incentive payments paid to Carolina Nonwovens 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 Carolina Nonwovens receives the notice of the Event of Default and prime will be the prime rate as published in the *Wall Street Journal (WSJ)*. Carolina Nonwovens shall, as it relates to an Event of Default, have sixty (60) days after receipt of the notice required above, to cure the Event of Default.
11. Carolina Nonwovens Remedy: If County fails to cure an Event of Default for which it receives written notice from Carolina Nonwovens, the obligations of Carolina Nonwovens 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, to cure the Event of Default.
12. Carolina Nonwovens 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 Carolina Nonwovens 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, Carolina Nonwovens 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 Carolina Nonwovens, challenging the legality of this Agreement, then County and Carolina Nonwovens shall exercise their best efforts to defend against any and all such lawsuits, at their own cost and expense. In any event, if Carolina Nonwovens is required to repay funds to County pursuant to this paragraph 12, the benefit of this Agreement to Carolina Nonwovens will have been lost and all further obligations of Carolina Nonwovens 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:

County of Catawba: Catawba County
Attn: J. Thomas Lundy, County Manager
PO Box 389
Newton, NC, 28658

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

Carolina Nonwovens: Carolina Nonwovens LLC
Attn: Linda Fanton
PO Box 191
1481 W. Second Street
Washington, NC 27889

County or Carolina Nonwovens 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 Carolina Nonwovens and their respective successors and assigns. However, neither this Agreement, nor any rights, privileges, nor claims created by this Agreement may be transferred by Carolina Nonwovens 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 Carolina Nonwovens and Carolina Nonwovens 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 Carolina Nonwovens 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 Carolina Nonwovens 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.

County of Catawba,
A North Carolina Body Politic

Attest:
(SEAL)

By: _____ **(Seal)**
Randy Isenhower, Chair
Catawba County Board of Commissioners

Clerk

CAROLINA NONWOVENS, LLC

By: _____ **(Seal)**
Jim Chesnutt
Chairman of the Board and CEO

**STATE OF NORTH CAROLINA
COUNTY OF CATAWBA**

I, _____ a Notary Public of said county and state, certify that Barbara E. Morris personally came before me this day and acknowledged that she is County Clerk to the Catawba County Board of Commissioners, a body politic corporate in nature, and that by authority duly given and as the act of the body politic the foregoing instrument was signed in its name by its Chair, sealed with its body politic seal, and attested by herself as County Clerk.

Witness my hand and seal this _____ day of _____, 2015.

[Seal]

Notary Public

My commission expires: _____

**STATE OF NORTH CAROLINA
COUNTY OF CATAWBA**

I, _____ a Notary Public of said County and State, do certify that Jim Chesnutt, Chairman of the Board and CEO personally appeared before me this day and acknowledged on behalf of Carolina Nonwovens, LLC the voluntary due execution of the foregoing document, all for the purposes therein expressed.

Witness my hand and seal this _____ day of _____, 2015.

[Seal]

Notary Public

My commission expires: _____

This document has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

_____ Finance Director

Approved as to form on behalf of County of Catawba only:

_____ Debra Bechtel, County Attorney

EXHIBIT A
Joint Economic Development Agreement
Between County of Catawba and Carolina Nonwovens, LLC

CERTIFICATE

TO: Catawba County

This Certificate is delivered pursuant to paragraph 1.1 and paragraph 9 of the Joint Economic Development Agreement (the "Agreement"), dated _____, 2015, between Catawba County ("County") and Carolina Nonwovens, LLC ("Carolina Nonwovens"). Any capitalized term not otherwise defined herein shall have the meaning assigned to such term in the Agreement.

I, _____, do hereby certify, for and on behalf of Carolina Nonwovens, that:

- (a) Carolina Nonwovens acquired or has caused to be acquired the real property necessary for the construction of the Facility and the Improvements; and
- (b) Carolina Nonwovens will create, maintain and make available a minimum of 62 new jobs prior to December 31, 2017 and the overall average weekly wage will equal or exceed 92% of the Average Weekly Wage, and, further, that the average of 31 jobs will meet or exceed 100% of the Average Weekly Wage established for Catawba County by the North Carolina Department of Commerce's Wage Standards for each year that County pays Carolina Nonwovens the economic development incentive provided for herein; and
- (c) Carolina Nonwovens agrees to comply with the Calendar of Responsibilities listed below.

Calendar of Responsibilities:

- By January 5: Carolina Nonwovens makes payment to County according to Tax Listing filed by January 31st of the previous year unless extension is requested and approved for April 15th. Any extension request must be filed by January 31st.
- By March 5: Carolina Nonwovens must provide Exhibit A and Exhibit B, supporting documents and proof of payment and/or compliance as required within Agreement.
- By April 15: Carolina Nonwovens must provide Real/Personal Property Tax listings to County Tax Office.
- By April 22: County Tax Office to provide Tax Listing on Specified Accounts.*

*Note: This is not a company responsibility.

Dated at Catawba County, North Carolina, this ____ day of _____, 201__.

Carolina Nonwovens, LLC

BY: _____

TITLE: _____

EXHIBIT B
Joint Economic Development Agreement
Between County of Catawba and Carolina Nonwovens, LLC

CERTIFICATE

TO: Catawba County

This Certificate is delivered pursuant to Section 7 and Section 9 of the Joint Economic Development Agreement ("the "Agreement") dated _____, 2015, between Catawba County ("County") and Carolina Nonwovens, LLC ("Carolina Nonwovens"). Any capitalized term not otherwise defined herein shall have the meaning assigned to such term in the Agreement.

Carolina Nonwovens does hereby certify that:

- (a) The following improvements were made during the 20__ Calendar Year: _____;
- (b) The following jobs were created during the 20__ Calendar Year: _____ (please attach the most recent quarterly Form NCUI 101);
- (c) The average wage of all of those employed at the _____ Conover facility during the 20__ Calendar Year is as follows: (Wage Forms Total Payroll divided by number of employees) _____;
- (d) Total cumulative personal property valuation installed at the _____ facility during the 20__ Calendar Year _____; and
- (e) Proof of taxes paid is attached to this certificate.

Dated at Catawba County, North Carolina, this ____ day of _____, 20__.

Carolina Nonwovens LLC

BY: Jim Chesnutt
TITLE: Chairman of the Board and CEO

Attachments (required):

Current Year Catawba County personal and real property Tax Listing information as reported to Catawba County Tax Office, Most recent quarterly Form NCUI 101, Proof of taxes paid in full.

Calendar of Responsibilities:

- By January 5: Carolina Nonwovens makes payment to County according to Tax Listing filed by January 31st of the previous year unless extension is requested and approved for April 15th. Any extension request must be filed by January 31st.
- By March 5: Carolina Nonwovens must provide Exhibit A and Exhibit B, supporting documents and proof of payment and/or compliance as required within Agreement.
- By April 15: Carolina Nonwovens must provide Real/Personal Property Tax listings to County Tax Office.
- By April 22: County Tax Office to provide Tax Listing on Specified Accounts.*

*Note: This is not a company responsibility.

MEMORANDUM

TO: Catawba County Board of Commissioners

FROM: Jacky Eubanks, Director Of Planning and Parks

DATE: July 20, 2015

IN RE: North Carolina Housing Finance Agency 2015 Urgent Repair Program

REQUEST

Staff requests the Board of Commissioners approve the following items associated with the Catawba County 2015 Urgent Repair Program Grant:

1. Agreement between the Western Piedmont Council of Governments (WPCOG) and Catawba County for the provision of Grant Management Assistance – Urgent Repair Housing Program – August 3, 2015 – January 31, 2017;
2. Project budget ordinance in the amount of \$50,000 for rehabilitation and administration; and
3. The 2015 NCHFA Urgent Repair Grant Assistance Policy and Procurement/Disbursement Policy for Catawba County's Urgent Repair Program.

BACKGROUND

The North Carolina Housing Finance Agency (NCHFA) awarded Catawba County the 2015 Urgent Repair Program Grant in the amount of \$50,000 in April 2015. The Program will assist approximately eleven (11) low-income households by providing energy efficiency improvements and minor structural repairs. NCHFA allows up to \$800 a house for administration, work write-ups and inspections. The WPCOG contract is for \$7,500 which averages out to about \$682 a house. The remaining \$42,500 will be used for rehabilitation for urgent needs such as leaking roofs, non-functional heating units, etc. The WPCOG will provide day-to-day management of the program, with administration oversight being provided by the Planning Department.

RECOMMENDATION

Staff recommends the Board of Commissioners approve the following items associated with the Catawba County 2015 Urgent Repair Program Grant:

1. Agreement between the Western Piedmont Council of Governments (WPCOG) and Catawba County for the provision of Grant Management Assistance – Urgent Repair Housing Program – August 3, 2015 – January 31, 2017;
2. Project budget ordinance in the amount of \$50,000 for rehabilitation and administration; and
3. The 2015 NCHFA Urgent Repair Grant Assistance Policy and Procurement/Disbursement Policy for Catawba County's Urgent Repair Program.

Revenue

280-420135-630590 \$50,000

Expenditures

280-420135-849117 - Administration \$7,500
280-420135-849120 - Rehabilitation \$42,500

ORDINANCE#_____

CATAWBA COUNTY'S PROJECT BUDGET ORDINANCE
FOR THE 2015 URGENT REPAIR GRANT

Be it ordained by the County Commissioners of the 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 North Carolina Housing Finance Agency Urgent Repair Grant described in the work statement contained in the Funding Agreement URP#_____ between this unit and the North Carolina Housing Finance Agency. This project is more familiarly known as the 2015 Catawba County Urgent Repair 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 North Carolina Housing Finance Agency, and the budget contained herein.

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

Revenues

North Carolina Housing Finance Agency-URP

NCHFA-URP Grants Revenue	\$50,000
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Section 4. The following amounts are appropriated for the project:

Expenditures

North Carolina Housing Finance Agency-URP

Rehabilitation-URP	\$42,500
WPCOG/Administration	<u>\$ 7,500</u>
	\$50,000

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 20th day of July, 2015.

Chair

ATTEST:

County Clerk

AGREEMENT BETWEEN THE
WESTERN PIEDMONT COUNCIL OF GOVERNMENTS AND
CATAWBA COUNTY
FOR THE PROVISION OF
GRANT MANAGEMENT ASSISTANCE:
CATAWBA COUNTY URGENT REPAIR HOUSING PROJECT
AUGUST 3, 2015–JANUARY 31, 2017

This AGREEMENT, entered into on this the 20th day of July, 2015 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 \$7,500 (Seven thousand five hundred dollars), or \$681.82 (Six hundred eighty-one dollars and eighty-two cents) per housing unit assisted, whichever is less, 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, maps, and documents submitted during the period beginning August 3, 2015 and ending January 31, 2017.
6. **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.

7. **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.
8. **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.
9. **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.
10. **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 North Carolina Housing Finance Agency, 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.
11. **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.
12. **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.

13. **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

PLANNING AGENCY:
WESTERN PIEDMONT COUNCIL OF GOV'TS.

By: _____ By: _____
County Manager Executive Director

LOCAL GOVERNMENT: PLANNING AGENCY:
By: _____ By: _____
Chair Chairman

Preaudit statement:

This instrument has been pre-audited in the manner prescribed by the Local Government Budget and Fiscal Control Act.

By: _____
Local Government Finance Officer

CATAWBA COUNTY
GRANTS MANAGEMENT ASSISTANCE
WORK PROGRAM/BUDGET
AUGUST 3, 2015– JANUARY 31, 2017

ATTACHMENT A
SCOPE OF SERVICES

The following work program and budget are presented as descriptive of the work and dollar amounts requested in the Agreement concerning planning activities by the Western Piedmont Council of Governments for Catawba County.

Laurie Powell and Ken Hollar, CD Administrators, will be responsible for administering this project.

Work Program

Professional services necessary to administer all aspects of the project will include but not be limited to the following:

Laurie Powell will serve as Project Administrator and will be responsible for general grant administration. Quarterly status reports will be prepared and submitted to the Catawba County Board of Commissioners highlighting accomplishments and expenditures for the period. Working with the Catawba County Community Development staff, the Administrator will be responsible for public notification of grant funding, applicant intake and assistance eligibility. Other duties of the Administrator will include, but not be limited to the following:

- Preparation of required program policies, plans and procedures to govern the project and maintenance of same.
- Program financial management including processing invoices and payment for services related to the program and requisitions for payment from NCHFA.
- Applicant notifications and income, ownership verification, and notice of eligibility.
- Scheduling housing inspections with the Homeowner and Project Inspector, Mr. Hollar.
- Coordination with Program Selection Committee.
- Preparation of program documents, i.e.; Work Contract, Contractor's Release of Liens, Grant Agreement, Final Inspection Form and Owner Certificate of Satisfaction for a minimum of sixteen (16) homes.
- Preside at pre-construction conferences.
- Resolve disputes between homeowners and contractors, etc.
- Be present at all monitoring visits by NCHFA personnel.

Duties of the Project Inspector, Ken Hollar will include, but not be limited to the following:

- Initial, bi-weekly and final housing inspections.
- Preparation of work write-up, bid packets, cost estimates and bid openings.
- Be present at all pre-construction conferences.
- Monitor compliance with URP Program Rehabilitation Standards and all applicable local and state building codes.
- Serve as Lead Based Paint Inspector and follow all program requirements as related to same.
- Verification of Contractor eligibility.
- Initiate contractor payments and approve change orders as needed.

Catawba County will be responsible for the following:

- Adequate office space including utilities.
- Direct payment of URP funds for legal and audit services and general administrative costs.
- All administrative costs not specifically identified as WPCOG responsibilities.

Time of Performance

The WPCOG will complete all activities involved in administration of this project in an 18-month period beginning August 3, 2015, and ending January 31, 2017.

Budget

The WPCOG will provide these administrative and construction services for a fee not to exceed \$7,500. The budget is broken down as follows:

Salaries	\$3,400
Fringe Benefits	1,751
Travel	747
Indirect	<u>1,602</u>
Total	\$7,500

Assurances

Assurances are attached as a part of the Agreement.

Amendments

This scope of services and budget may be amended as desired by mutual consent of the Local Government and Planning Agency.

ASSURANCES OF COMPLIANCE

ATTACHMENT B

Executive Order 11246

During the performance of this Contract, the contractor agrees as follows:

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. Such action shall include, but not be limited to the following: recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin.
- 3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, notice advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- 5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of

investigation to ascertain compliance with such rules, regulations, and orders.

6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies involved as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ATTACHMENT C

Section 3 Clause

"Section 3" Compliance in the Provision of Training, Employment, and Business Opportunities

a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

c. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment and training.

d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice of knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors or assigns to those sanctions specified by the grant or loan agreement of contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

ATTACHMENT D

Lobbying Clause

No Federal appropriated funds have been paid or will be paid, by or on behalf of the Planning Agency or the Local Government, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative, agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Planning Agency and/or the Local Government shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**Catawba County
Assistance Policy
For the 2015 Cycle of the Urgent Repair Program**

What is the Urgent Repair Program? Catawba County has been awarded \$50,000 by the North Carolina Housing Finance Agency (“NCHFA”) under the 2015 cycle of the Urgent Repair Program (“URP15”). This program will be used to provide urgent repair funds to eleven (11) homes scattered throughout all of Catawba County, including all towns, cities and municipalities with the exception of the City of Hickory in the 2015/2016 fiscal year. This program provides funds to assist very-low and low- income households with special needs in addressing housing conditions which pose imminent threats to their life and/or safety or to provide accessibility modifications and other repairs necessary to prevent displacement of very-low and low- income homeowners with special needs such as frail elderly and persons with disabilities

This Assistance Policy describes who is eligible to apply for assistance under URP15, how applications for assistance will be rated and ranked, what the form of assistance is and how the repair/modification process will be managed. Catawba County has tried to design this URP15 project to be fair, open, and consistent with its approved application for funding and with NCHFA’s URP Program Guidelines.

The funds provided by NCHFA come from the North Carolina Housing Trust Fund.

Eligibility To be eligible for assistance under URP15 applicants

- 1) must reside within the limits of Catawba County and own and occupy the home in need of repair
- 2) must have a household income which does not exceed 50% of each County’s median income for the household size (see income limits below)
- 3) must have a household member who has a special need (i.e., elderly - at least 62 years old, handicapped or disabled, a single parent with at least one dependent child living at home, a large family with ≥ 5 household members or a household with a child below the age of six with an elevated blood lead level.)
- 4) must have urgent repair needs, which can not be met through other state or federally- funded housing assistance programs

URP15 Income Limits for Catawba County

Number in Household	30% of Median (very-low income)	50% of Median (low income)
1	\$12,150	\$20,250
2	\$13,900	\$23,150
3	\$15,650	\$26,050
4	\$17,350	\$28,950
5	\$18,750	\$31,250
6	\$20,150	\$33,600
7	\$21,550	\$35,900
8	\$22,950	\$38,200

Advertisement of Urgent Repair Program Catawba County will either advertise or will publish an article in the local newspaper serving Catawba County (The Hickory Daily Record or The Observer News Enterprise). Catawba County has retained names of individuals who have in the past requested housing assistance through the Western Piedmont Council of Governments (WPCOG). WPCOG staff will send each of these individuals the Assistance Policy and an application for assistance when the program is advertised in the newspapers.

Selection of applicants

Income and property ownership will be verified, and eligibility requirements be determined.

The applicants from each county selected to receive assistance through the WPCOG Urgent Repair Program will be selected on a first-come, first-served basis within appropriate income categories. Under NCHFA Program Guidelines, a minimum of 50% of households assisted must have incomes which are less than 30% of the area median income for the household size (very low-income), and no household with an income exceeding 50% of the area median income (low-income) will be eligible. In the event of a life-threatening situation, a household could be served immediately.

Recipients of assistance under the URP15 will be chosen by the above criteria without regard to race, religion, sex, color, national origin, handicapping condition or family status of the owners or occupants.

The definitions of special needs' populations under URP15 are:

- *Elderly:* An individual aged 62 or older.
- *Disabled:* A person who has a physical, mental or developmental disability that greatly limits one or more major life activities, has a record of such impairment, or is regarded as having such an impairment. A person whose sole impairment is alcoholism or drug addiction shall not be considered handicapped or disabled under the URP15.
- *Large Family:* A large family household is composed of five or more individuals; at least four are immediate family members.
- *Head of Household:* The person or persons who own(s) the house.
- *Household Member:* Any individual who is an occupant (defined below) of the unit to be rehabilitated shall be considered a "household member" (the number of household members will be used to determine household size and all household members except full-time students are subject to income verification).
- *Occupant:* An occupant is defined as any immediate family member (mother, father, spouse, son/daughter of the head of the household, regardless of the time of occupancy); or non-immediate family member who has resided in the dwelling at least 3 months prior to the submission of the family's application.
- *Single-Parent Household:* A household in which one and only one adult resides with one or more dependent children.
- *Child with elevated blood lead level:* a child below the age of six with an elevated blood lead level.

Client Referrals for Support Services Many of the homeowners assisted may also need other services. When the Administrator and the Housing Specialist meet at the home to develop the work write-up, the Administrator will educate the homeowner about available resources and programs that are available to the applicant. If available, pamphlets or other printed materials will be given to the applicant. With the applicant's permission, the Administrator will then contact the agency on behalf of the client to ensure that needed services and assistance are available. A case management system will be in place that will provide for follow-up of these services. The Administrator will contact the agency to be certain that these special needs were provided. Agencies in the referral network include the Department of Social Services (food stamps, fuel assistance, other assistance), Health Department (health care), Home Health Care Agencies (health care, housekeeping and transportation), Greenway Public Transportation, Senior Center (socialization and other services), County Tax Office (Homestead Act), local crisis centers (food, clothing and emergency services), Nutrition Sites (meals), Veteran's Administration (benefits), Duke Power (reduced rates for SSI head-of-households), Independent Living.

What is the form of assistance under URP15? Catawba County will provide assistance to homeowners, whose homes are selected for repair/modification, in the form of a **loan**. Homeowners will receive an **unsecured deferred, interest-free loan**, forgiven at a rate of \$1,000 per year, until the principal balance is reduced to zero.

What is the amount of the loan? The amount of the loan will depend on the scope of work necessary to address the identified imminent threats to life and/or safety, and that will be determined by the WPCOG's Rehabilitation Specialist. There is no minimum to the amount of the loan; however the maximum life-time limit according to the guidelines of URP15 is \$8,000.

What kinds of work will be done? Only repairs that address imminent threats to the life and/or safety of occupants of the dwelling unit or accessibility modifications will be performed under the Catawba County's URP. It should be noted that all deficiencies in a home may not be rectified with the available funds. The URP15 program does not obligate Catawba County or the North Carolina Housing Finance Agency to make the home conform to any local, state, or federal housing quality standards.

**Roofs for double wide mobile homes will be considered on a case by case bases after inspected by Community Development Staff.

All work that is completed under URP15 must meet or exceed NC Residential Building Code.

Who will do the work on the homes? Catawba County is obligated under URP15 to ensure that quality work is done at reasonable prices and that all work is contracted through a fair, open and competitive process. To meet those very difficult requirements, the Catawba County will invite bids only from contractors who are part of an "approved contractors' registry".

To be on the registry, contractors must (1) fill out an application form, listing several references and recent jobs completed, (2) have North Carolina Renovation, Repair and Painting Firm Certification, (3) receive the “conditional approval” of Catawba County. Once a contractor who has been conditionally approved has successfully completed one job for the Catawba County, his or her status is upgraded to “regular approval”, meaning that they will be allowed to bid on a regular rotation as long as they remain in good standing. (Homeowners who know of quality rehabilitation contractors that are not on Catawba County’s Approved Contractors Registry are welcome to invite them to apply.)

A minimum of three approved contractors will be invited to bid on each job, and the lowest responsive and responsible bidder will be selected for the contract. “Responsive and responsible” means the contractor (1) is deemed able to complete the work in a timely fashion, and (2) that the bid is within 15% (in either direction) of the WPCOG’s cost estimate.

In the case of a life threatening emergency, bids may be solicited by telephone or facsimile.

What are the steps in the process, from application to completion?

- 1. Completing an Application form:** Apply by contacting Laurie Powell, 828-322-9191 ext. 249 Community Development Administrator, at the Western Piedmont Council of Governments. Proof of ownership and income will be required. Those who have applied for housing assistance from Catawba County in the past will not automatically be reconsidered. A new application will need to be submitted.
- 2. Screening of applicants:** Household income will be verified for program purposes only (information will be kept confidential). Ownership of property will be verified.
- 3. Preliminary inspection:** The WPCOG’s Rehabilitation Specialist, Ken Hollar, and a Program Administrator will visit the homes of potential loan recipients to determine the need and feasibility of repairs/modifications. The Eligibility Certificate will be completed at this time. All parts of the home must be made accessible for inspection, including the attic and crawlspace, if any. The owner should report any known problems such as electrical short circuits, blinking lights, roof leaks and the like. The owner will be provided detailed information on assistance, program repair/modification standards and the contracting procedures associated with the project.
- 4. Applicant interviews:** Approved applicants will be provided detailed information on assistance, program repair/modification standards and the contracting procedures associated with their project at this informational interview. If staff determines the need for support services, those services will be explained at this time.
- 5. Work write-up:** The Rehabilitation Specialist will prepare complete and detailed work specification (known as the "work write-up"). A final cost estimate will also be prepared by the Rehabilitation Specialist and held in confidence until bidding is completed.

- 6. Bidding:** The work write-up and bid documents will be mailed to a minimum of three contractors on the Approved Contractors' Registry who will be given one week in which to inspect the property and prepare bid proposals. The names of the invited contractors will be supplied to the homeowner. Each will need access to those areas of the house, in which work is to be performed, in order to prepare a bid. A bid opening will be conducted at the WPCOG's Community Development Office at a specified date and time, with all bidders and the homeowner invited to attend.
- 7. Contractor selection:** Within 24 hours of the bid opening, after review of bid breakdowns and timing factors, the winning bidder will be selected. All bidders and the homeowner will be notified of (1) the selection, (2) the amount, (3) the amount of the WPCOG's cost estimate, and (4) if other than the lowest bidder is selected, of the specific reasons for the selection.
- 8. Execution of loan and contract:** A promissory note will be executed as well as the repair/modification contract. This contract will be between the contractor and the homeowner, with the WPCOG signing as an interested third party.
- 9. Pre-construction conference:** A pre-construction conference will be held at the home. At this time, the homeowner, contractor and program representatives will discuss the details of the work to be done. Starting and ending dates will be agreed upon, along with any special arrangements such as weekend or evening work hours and disposition of items to be removed from the home (such as old plumbing, etc.). Within 24 hours of the pre-construction conference, the WPCOG will issue a "proceed order" formally instructing the contractor to commence by the agreed-upon date.
- 10. Construction:** The contractor will be responsible for obtaining any required building permits for the project before beginning work. The permit must be posted at the house during the entire period of construction. Program staff will closely monitor the contractor during the construction period to make sure that the work is being done according to the work write-up (which is made a part of the rehabilitation contract by reference) and in a timely fashion. Code Enforcement Officers will inspect new work for compliance with the State Building Code as required by the guidelines of URP15. The homeowner will be responsible for working with the contractor toward protecting personal property by clearing work areas as much as practicable.
- 11. Change Orders:** All changes to the scope of work must be reduced to writing as a contract amendment ("change order") and approved by all parties to the contract: the owner, the contractor and two representatives (one from the WPCOG and one from Catawba County). If the changes require an adjustment in the loan amount, a loan modification stating these changes in the contract amount must be completed by Catawba County, and executed by the owner.
- 12. Payments to contractor:** The contractor will be paid following inspection of and satisfactory completion of all items on the work write-up, as well as, the receipt, by Catawba County, of the contractor's invoice and a release of liens, signed by all any

sub-contractors employed on the job and by all material suppliers from whom materials for the job were purchased.

13. Post-construction conference: Following construction the contractor and the Rehabilitation Specialist will sit down with the homeowner one last time. At this conference the contractor will hand over all owner's manuals and warranties on equipment. The contractor and Rehabilitation Specialist will go over operating and maintenance requirements for any new equipment installed and discuss general maintenance of the home with the homeowner. The homeowner will have the opportunity to ask any final questions about the work.

14. Closeout: Once each item outlined in section 13 has been satisfied and the homeowner has signed a Certificate of Satisfaction, the job will be closed out.

What are the key dates? If, after reading this document, you feel that you qualify for this program and wish to apply, please keep the following dates in mind:

- Applications available to the public starting fall of 2015.
- All work will be under contract by November 30, 2016.
- All rehabilitation work must be completed by December 31, 2016.

How do I request an application? Just contact:

Laurie Powell (828-322-9191ext. 249)
Western Piedmont Council of Governments
P.O. Box 9026
Hickory, NC 28603

Or pick up an application at the WPCOG's offices, 1880 2nd Avenue NW, Hickory or at the Administrative Offices of Catawba County.

Is there a procedure for dealing with complaints, disputes and appeals? Although the application process and repair/modification guidelines are meant to be as fair as possible, Catawba County realizes that there is still a chance that some applicants or participants may feel that they are not treated fairly. The following procedures are designed to provide an avenue for resolution of complaints and appeals.

During the application process:

1. If an applicant feels that his/her application was not fairly reviewed or rated and would like to appeal the decision made about it, he/she should contact Laurie Powell within five days of the initial decision and voice his/her concern. If the applicant remains dissatisfied with the decision, the detailed complaint should be put into writing.
2. Any complaint and/or appeal must be submitted in writing to Catawba County Program Administrator at the following address:

Program Administrator-Laurie Powell
Catawba County Urgent Repair Program
C/O Catawba County Planning and Recreation

P.O. Box 389
Newton, NC 28658
Phone: (828) 322-9191, Ext#249
TDD Relay # 1-800-735-2962

3. A written appeal must be made within 10 business days of the initial decision on an application.
4. Catawba County will respond in writing to any complaints or appeals within 10 business days of receiving written comments.

During the repair/modification process:

1. If the homeowner feels that repairs or modifications are not being completed according to the contract, he/she must inform the contractor and the Rehabilitation Specialist.
2. The Rehabilitation Specialist will inspect the work in question. If he finds that the work is not being completed according to contract, the Rehabilitation Specialist will review the contract with the contractor and ask the contractor to remedy the problem.
3. If problems persist, a mediation conference between the homeowner and the contractor may be convened by the Rehabilitation Specialist and facilitated by the Catawba County.
4. Should the mediation conference fail to resolve the dispute, the Rehabilitation Specialist will render a written final decision.
5. If the Rehabilitation Specialist finds that the work is being completed according to contract, the complaint will be noted and the Rehabilitation Specialist and the homeowner will discuss the concern and the reason for the Rehabilitation Specialist's decision.

Will the personal information provided remain confidential? Yes. All information in applicant files will remain confidential. Access to the information will be provided only to the WPCOG employees and Catawba County employees who are directly involved in the program, the North Carolina Housing Finance Agency and auditors.

What about conflicts of interest? No officer, employee or other public official of the Catawba County, or member of the Commissioners Board, or entity contracting with the Catawba County who exercises any functions or responsibilities with respect to URP15 shall have any interest, direct or indirect, in any contract or subcontract for work to be performed with program funding, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. Relatives of Catawba County employees, Commissioners Board Members and others closely identified with Catawba County or the WPCOG may be approved for rehabilitation assistance only upon public disclosure before the Catawba County Policy Board and written permission from NCHFA.

What about favoritism? All activities under URP15, including rating and ranking applications, inviting bids, selecting contractors and resolving complaints, will be conducted in a fair, open and non-discriminatory manner, entirely without regard to race, creed, sex, color or national origin.

Who can I contact about URP15? Any questions regarding any part of this application or program should be addressed to:

Laurie Powell (828-322-9191, Ext#249)
Western Piedmont Council of Governments
PO Box 9026
Hickory, NC 28603

Copies of all referenced materials contained in this Assistance Policy may be obtained from Catawba County, 100-A SW Blvd, PO Box 389, Newton, NC 28658.

These contacts will do their utmost to answer questions and inquiries in the most efficient and correct manner possible.

This Assistance Policy is adopted this _____ day of _____, 2015.

Attest

Chair, County Commissioners

**CATAWBA COUNTY
URGENT REPAIR PROGRAM (URP 15)
PROCUREMENT AND DISBURSEMENT POLICY**

PROCUREMENT POLICY

1. To the maximum extent practical, Catawba County promotes a fair, open and competitive procurement process as required under the North Carolina Housing Finance Agency's Urgent Repair Program (URP). Bids are invited from Contractors who are part of Catawba County's approved contractor registry. (To be on the registry, a contractor must complete an application, have their recent work inspected, reviewed and approved by the Rehabilitation Specialist and submit proof of insurance.) Any contractor listed with and approved by Catawba County and in good standing will receive automatic approval status on the contractor registry.
2. At least three eligible contractors on Catawba County's approved contractor registry shall be invited to bid on each job and the lowest responsive and responsible bidder shall be selected for the contract. "Responsive and responsible" means (a) the contractor is deemed able to complete the work in a timely fashion, (b) the bid is within 15%, in either direction, of the WPCOG's cost estimate, and (c) there is no conflict of interest (real or apparent).
3. Although bid packages may be bundled for multiple job sites, the bids for multiple job sites shall be considered separate and apart when awarded and shall be awarded to the lowest responsive and responsible bidder(s) for each job site.
4. Bid packages shall consist of an invitation to bid, work write up(s) and bid sheet(s) for each job.
5. Bids must include a cost-per-item breakdown with line item totals equaling the submitted bid price. Discrepancies must be reconciled prior to a contract being awarded.
6. Any change to the original scope of work must be reduced to writing in the form of a change order to be agreed upon and signed by all parties to the original contract and two representatives of Catawba County. The change order must also detail any changes to the original contract price.
7. No work may begin prior to a contract being awarded and a written order to proceed provided to the contractor. In addition, a pre-construction conference and "walk thru" shall be held at the work site prior to commencement of repair work.
8. Catawba County reserves the right to reject any or all bids at any time during the procurement process.
9. In the event of a true emergency situation, Catawba County reserves the right to waive normal procurement procedures in favor of more expedient methods, which may include seeking telephone quotes, faxed bids and the like. Should such methods ever become necessary the transaction will be fully documented.

10. All sealed bids will be opened publicly at a time and place to be announced in the bid invitation. All bidders are welcome to attend.

DISBURSEMENT POLICY

1. All repair work must be inspected by (a) the WPCOG’s Housing Inspector, and (b) the homeowner prior to any payments to contractors. If all work is deemed satisfactory and all other factors and written agreements are in order, payment shall be issued upon presentation of an original invoice from the contractor. Contractor should allow 21 business days for processing of the invoice for payment.
2. If any of the work is deemed unsatisfactory, it must be corrected prior to authorization of payment. If the contractor fails to correct the work to the satisfaction of the WPCOG’s Housing Inspector, payment may be withheld until such time the work is satisfactory. (Contractors may follow Catawba County’s Urgent Repair Program Assistance Policy if a dispute occurs; however, contractors shall abide by the final decision as stated in the policy).
3. Catawba County assures, through this policy, that adequate funds shall be available to pay the contractor for satisfactory work.
4. All contractors, sub-contractors and suppliers must sign a lien waiver prior to disbursement of funds.

The Procurement and Disbursement Policies are adopted this the _____ day of _____, 2015.

Catawba County

BY: _____
Chair, County Commissioners

ATTEST: _____
Clerk to the Commissioners

CONTRACTORS STATEMENT:

I have read and understand the attached Procurement and Disbursement Policy.

BY: _____

COMPANY NAME: _____

WITNESS: _____

MEMORANDUM

TO: Catawba County Board of Commissioners
FROM: Megan Dale, ICMA Fellow
DATE: July 20, 2015
IN RE: 2015 CDBG Commerce Fellows Grant

REQUEST

Staff requests the Board of Commissioners accept the 2015-2016 Community Development Block Grant (CDBG) Commerce Fellows Grant, which will provide professional development to city and county employees, and approve the following:

- 1) A project budget ordinance in the amount of \$27,476.01, and
- 2) An administrative contract with the Western Piedmont Council of Governments in the amount of \$2,500.

BACKGROUND

On June 26, 2015, Catawba County was awarded a CDBG Commerce Fellows Grant from the Department of Commerce in the amount of \$27,476.01 for professional development for city and county staff. The Department of Commerce increased the grant award from the initial \$25,000 award to help Catawba County better recoup the costs associated with the training program. The purpose of the Commerce Fellows program is to provide technical assistance, capacity building, and training focused on community development and serving low and moderate income individuals to North Carolina local governments. The grant will cover course tuition, lodging, and travel expenses for five County staff and two City staff to attend in-person courses, as well as four webinar series available to other county and city employees.

RECOMMENDATION

Staff recommends the Board of Commissioners accept the 2015-2016 Community Development Block Grant (CDBG) Commerce Fellows Grant, which will provide professional development to city and county employees, and approve the following:

- 1) A project budget ordinance in the amount of \$27,476.01, and
- 2) An administrative contract with the Western Piedmont Council of Governments in the amount of \$2,500.

Appropriations:

Revenues
110-120050-630587 \$27,476.01
Expenditures
110-120050-849680 \$27,476.01

Attachments:

Budget Ordinance
Grant Administrative Agreement



Western Piedmont Council of Governments

1880 Second Avenue NW, Hickory, NC 28601
PO Box 9026, Hickory, NC 28603
828.322.9191 • Fax: 828.322.5991 • www.wpcog.org

Over 45 Years of Regional Leadership

July 9, 2015

Memorandum

To: Megan Dale, ICMA Fellow/Management Analyst

From: Laurie Powell, Community Development Administrator

RE: Adopting of the WPCOG administration agreement and the Project Budget Ordinance for the 2015 Commerce Fellows Grant for \$27,476.01

Catawba County was recently awarded a Commerce Fellows Grant for \$27,476.01 from the Department of Commerce, State CDBG Program to assist the County and its participating municipalities in developing capacity to assist its citizens.

Attached is the WPCOG Administrative Agreement for Catawba County's Commerce Fellows Grant for \$2,500 and the Project Budget Ordinance. The WPCOG agreement is for the administration of the grant and the ordinance shows the revenues and expenditures for the project.

Please adopt the WPCOG administrative agreement and the Project Budget Ordinance.

Robert L. Smyre, Chairman • George B. Holleman, Vice-Chairman • Larry G. Yoder, Secretary • Mary Bess Lawing, Treasurer • John F. "Chip" Black, Past Chair
At-Large Members: Wayne F. Abele, Sr., Kitty W. Barnes, Bob Floyd, Jr., Barbara C. Pennell
Anthony W. Starr, Executive Director

Alexander County • Taylorsville • Burke County • Connelly Springs • Drexel • Glen Alpine • Hildebran • Morganton • Rutherford College • Valdese • Caldwell County • Cahah's Mountain
Cedar Rock • Gamewell • Granite Falls • Hudson • Lenoir • Rhodhiss • Sawmills • Catawba County • Brookford • Catawba • Claremont • Conover • Hickory • Long View • Maiden • Newton

An Equal Opportunity Affirmative Action Employer

ORDINANCE#_____

CATAWBA COUNTY'S PROJECT BUDGET ORDINANCE
FOR THE 2015 DEPARTMENT OF COMMERCE
COMMERCE FELLOWS PROGRAM

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 State CDBG Program Commerce Fellows Program described in the work statement contained in the Grant Agreement (#02-D-2681) between this unit and the Department of Commerce. This project is more familiarly known as the 2015 Catawba County Commerce Fellows 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>		
State Community Development Block Grant	\$	27,476.01
		<u>27,476.01</u>

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

<u>Expenditures</u>		
Planning (Training/Travel-County)	\$	24,976.01
Administration- (WPCOG)	\$	2,500.00
	\$	<u>27,476.01</u>

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 20th day of July, 2015.

Chair, County Commissioners

ATTEST:

County Clerk

AGREEMENT BETWEEN THE
WESTERN PIEDMONT COUNCIL OF GOVERNMENTS AND
CATAWBA COUNTY
FOR THE PROVISION OF
GRANT MANAGEMENT ASSISTANCE:
COMMUNITY FELLOWS TRAINING PROJECT

July 21, 2015 – JUNE 30, 2017

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 April 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 \$2,500 (twenty-five hundred 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, maps, and documents submitted during the period beginning July 21, 2015 and ending June 30, 2017.
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. Individuals designated as key personnel for purposes 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. 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 Commerce, 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

PLANNING AGENCY:
WESTERN PIEDMONT COUNCIL OF GOV'TS.

By: _____
County Manager

By: _____
Executive Director

LOCAL GOVERNMENT:

PLANNING AGENCY:

By: _____
Chairman

By: _____
Chairman

Preaudit statement:

This instrument has been preaudited in the manner prescribed by the Local Government Budget and Fiscal Control Act.

By: _____
Local Government Finance Officer

ATTACHMENT A
SCOPE OF SERVICES
CATAWBA COUNTY
GRANTS MANAGEMENT ASSISTANCE
WORK PROGRAM/BUDGET
JULY 21, 2015 – JUNE 30, 2017

The following work program and budget are presented as descriptive of the work and dollar amounts requested in the Agreement concerning planning activities by the Western Piedmont Council of Governments for Catawba County.

Laurie Powell, CD Administrator will be responsible for administering this project.

Work Program

Professional services necessary to administer all aspects of the project will include but not be limited to the following:

- Administration and coordination of all activities involved in the Catawba County Community Fellows Training CDBG Project. Coordination activities will begin from the point of grant approval through project closeout.
- Set up and maintenance of all community development project files and records in accordance with program and audit guidelines.
- Coordination of the community development program with federal, state and local officials.
- Preparation and submission of all quarterly and annual reports.
- Preparation and submission of all financial reports.
- Conducting project closeout and representing Catawba County at audits and monitoring visits. This does not assume, however, responsibility for payment of fees levied by auditors or accountants.

Catawba County will be responsible for the following:

- Adequate office space including utilities.
- Direct payment of CDBG funds for legal and audit services and general administrative costs.
- All administrative costs not specifically identified as WPCOG responsibilities.

Time of Performance

The WPCOG will complete all activities involved in administration of this project in a 23-month period beginning July 21, 2015 and ending June 30, 2017.

Budget

The WPCOG will provide these administrative services for a fee not to exceed \$2,500. The budget is broken down as follows:

Salaries	\$ 1,225
Fringe Benefits	631
Travel	67
Indirect	<u>577</u>
Total	\$ 2,500

Assurances

Assurances are attached as a part of the Agreement

Amendments

This scope of services and budget may be amended as desired by mutual consent of the Local Government and Planning Agency.

ASSURANCES OF COMPLIANCE

ATTACHMENT B

Executive Order 11246

During the performance of this Contract, the contractor agrees as follows:

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. Such action shall include, but not be limited to the following: recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin.
- 3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, notice advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- 5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies involved as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ATTACHMENT C

Section 3 Clause

"Section 3" Compliance in the Provision of Training, Employment, and Business Opportunities

- a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment and training.
- d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice of knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors or assigns to those sanctions specified by the grant or loan agreement of contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

ATTACHMENT D

Lobbying Clause

No Federal appropriated funds have been paid or will be paid, by or on behalf of the Planning Agency or the Local Government, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative, agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Planning Agency and/or the Local Government shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.