

## AGENDA

Catawba County Board of Commissioners Meeting  
Monday, May 4, 2015, 9:30 a.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 April 20, 2015.](#)
5. Recognition of Special Guests.
6. Public Comment for Items Not on the Agenda.
7. Presentations:
  - a. [Emergency Medical Services Week Proclamation. Presented to EMS Manager Sylvia Fisher, EMS Training Officer Andrew Wright and EMS Quality Assurance Officer Melanie Sigmon.](#)
  - b. [Public Service Recognition Week Proclamation.](#)
  - c. [Charters of Freedom Monument Presentation. Presented by Foundation Forward, Inc. President Vance Patterson and Ron Lewis.](#)
  - d. [U.S. Motto Action Committee. Presentation by Rick Lanier, Co-Founder and Vice-Chairman, U.S. Motto Action Committee.](#)
8. [Appointments.](#)
9. Consent Agenda:
  - a. [Western Piedmont Workforce Jobs Training Consortium Resolution.](#)
  - b. [Records Retention and Disposition Schedule for County Government.](#)
10. Departmental Reports:
  - A. Social Services.  
[Work First County Plan \(October 2016-September 2019\) Required Revisions. Presented by Social Services Director John Eller.](#)
  - B. Planning.  
[Consideration of Offer to Purchase 39 Acres of Surplus Property. Presented by Planning and Parks Director Jacky Eubanks.](#)
  - C. Utilities and Engineering/County Manager's Office.  
[State of the County – Recycling and Community Beautification. Presented by Recycling Coordination Amanda Kain and 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 next Board of Commissioners Meeting will take place on Monday, May 18, 2015, at 7:00 p.m., in the Robert E. Hibbits Meeting Room of the 1924 Courthouse, 30 North College Avenue, Newton. Budget Hearings with Departments and Outside Agencies will be held on Tuesday, May 26, 2015, from 8:00 a.m. to 5:00 p.m., and the Budget Public Hearing and Wrap-Up will be held on Thursday, May 28, 2015, at 7:00 p.m. in the Robert E. Hibbits Meeting Room, 1924 Courthouse, 30 North College Avenue, Newton, NC.



**PREVIEW OF COUNTY COMMISSION AGENDA  
MONDAY, MAY 4, 2015, 9:30 A.M.  
ROBERT E. HIBBITTS MEETING ROOM  
1924 COURTHOUSE, NEWTON, N.C.**



The Catawba County Board of Commissioners will consider a modified offer from the Village at Sherrills Ford LLC, in the amount of \$400,000, to purchase 39 acres of surplus County-owned property at 4251 Slanting Bridge Road and required revisions to the County's Work First Plan for the period from October 2016 to September 2019, when the Board meets at 9:30 a.m. on Monday, May 4, 2015, at the 1924 Courthouse at 30 North College Avenue in Newton. The Board will also receive a presentation on the "State of the County" from the standpoint of recycling and beautification.

The Board will consider approving a resolution reaffirming Catawba County's commitment to the Western Piedmont Jobs Training Consortium, because new Federal legislation has put the Consortium under the Workforce Innovation and Opportunity Act. The Board will also consider a proposed Records Retention and Disposition Schedule for the County.

The Board will hear a presentation on the Charters of Freedom Movement from representatives of Foundation Forward Inc., which is working for the construction and placement of "Freedom Monuments" displaying the Declaration of Independence, Bill of Rights and United States Constitution in every county. The Board will hear a presentation from the U.S. Motto Action Committee, which says on its Facebook page that its mission is "to assist in the furtherance of our nation's motto, 'In God We Trust,' on public buildings across the United States."

The Board will issue proclamations declaring the week of May 17-23, 2015, as Emergency Medical Services Week and the week of May 3-9, 2015, as Public Service Recognition Week in Catawba County.

#### **PRESENTATIONS**

**A.** The Board will issue a proclamation declaring May 17-23 as Emergency Medical Services Week to recognize the value and accomplishments of Emergency Medical Services providers.

**B.** The Board will issue a proclamation declaring May 3-9 as Public Service Recognition Week to recognize that local, state and federal government employees serve Americans every day. Most public servants feel called to the profession, to work on the public's behalf, to build strong communities through every day service. Catawba County employees touch the lives of all residents by providing a wide range of services specified in the proclamation.

**C.** Representatives of Foundation Forward, Inc. will present information regarding an education project involving the building of Charters of Freedom monuments displaying the Declaration of Independence, the United States Constitution, and the Bill of Rights.

**D.** Representatives of the U.S. Motto Action Committee will present information on its purpose to promote patriotism and the display of IN GOD WE TRUST in and on governmental buildings.

#### **CONSENT AGENDA**

**A.** The Board will consider adopting a Resolution to Join the Western Piedmont Jobs Training Consortium pursuant to North Carolina General Statute 160-460 and the Workforce Innovation and Opportunity Act. In 1996, under the Workforce Investment Act (WIA), the Western Piedmont Workforce Development Area was designated and Alexander, Burke, Caldwell and Catawba counties and 15 municipalities joined together to form the Western Piedmont Jobs Training Consortium.

In 2014, new Federal Workforce Legislation was passed, replacing the Workforce Investment Act (WIA) with the Workforce Innovation and Opportunity Act (WIOA). The NCWorks Commission has recommended that WIA Workforce Development Areas be continued under the new WIOA legislation. In connection with this action, members of the local Jobs Training Consortium must affirm or reaffirm their commitment to be part of the Consortium. The Western Piedmont Council of Governments is requesting that the Board of Commissioners adopt a resolution reaffirming Catawba County's commitment to the Consortium.

**B.** The Board will consider adopting an updated County Management Records Retention and Disposition Schedule. The

County Management Records Retention and Disposition Schedule prepared by the State Archives of North Carolina is a tool for the employees of county governments across the state to use when managing the records of their offices, and gives an assessment of their value by indicating when (and if) those records should be destroyed. In accordance with North Carolina General Statutes Chapters 121 and 132, records that do not and will not have further use or value for official business, research, or reference purposes after a specified retention period are authorized to be destroyed.

This updated schedule has an added requirement which was not included in past schedules. Past schedules indicated that certain records could be destroyed when administrative value ends. Administrative value is defined as “the usefulness of records to support ancillary operations and the routine management of an organization”. Under these past schedules, there was no requirement to state a date or timeframe when administrative value ended. The new schedule now requires that a date or timeframe be specified for the ending of this value. Each County department was asked to provide those dates or timeframes for administrative value in their department, which are now included in the Retention and Disposition Schedule to be adopted.

## **DEPARTMENTAL REPORTS**

### **SOCIAL SERVICES**

The Board will consider approving revisions to the Work First County Plan (October 2016- September 2019) as required by the State. In 1996, Congress ended the national welfare program known as AFDC (Aid to Families with Dependent Children) and crafted legislation to allow states to implement their own welfare program. On July 21, 2014, the Board of Commissioners voted to pursue "Electing County" status and appointed a committee to assist in the development of the county's Work First Plan. On August 19, 2014, the Catawba County Social Services Board approved the Work First Electing Plan. On September 8, 2014, the Board of Commissioners approved the Work First Electing Plan and it was submitted to the State for approval.

On April 14, 2015, Social Services received notice that the State required some revisions to the Work First Plan. These revisions include adding more details on how Social Services would achieve goals/outcomes listed in the plan; a suggested confidentiality statement added to mirror a Memorandum of Agreement; the types of emergency assistance services the County would provide to help families, and other clarifications. The revised Work First Plan must be submitted to the State by May 15, 2015.

### **PLANNING**

The Board will consider a modified Offer to Purchase submitted by The Village at Sherrills Ford, LLC for approximately 39 acres owned by Catawba County, located at 4251 Slanting Bridge Road in Sherrills Ford, in the amount of \$400,000. The original Offer to Purchase submitted by The Village at Sherrills Ford, LLC was in the amount of \$300,000. The prospective buyer submitted an earnest money deposit in the amount of \$15,000 as required by law to the County prior to the commencement of the upset bid process. In accordance with North Carolina General Statutes 153A-176 Disposition of Property and 160-269 Negotiated Offer Advertisement and Upset Bids, the County advertised on April 7, 2015, in the Newton Observer News Enterprise and the Hickory Daily Record and on April 8, 2015, in the Charlotte Observer. No upset bids were received by the close of business on April 17, 2015, which was the statutory time period to submit upset bids; therefore, the original bid offer may be considered.

In the offer to purchase dated March 24, 2015, the prospective buyer provided the following contingencies:

- Buyer agrees to provide to County at no cost to County any necessary easements, rights-of-way or deeded property within the 39 acre tract in connection with public water and sewer service (which the developer is responsible for) from Highway 150/South Slanting Bridge Road to the 39 acre tract;
- A revised and agreed to development agreement between buyer and County incorporating the approximate 39 acres; and
- Developers approval from CSX Railroad for railroad crossings.

On April 27, 2015, the potential buyer “verbally” modified the offer from \$300,000 to \$400,000. All other contingencies above remain unchanged.

## **UTILITIES AND ENGINEERING/COUNTY MANAGER’S OFFICE**

The Board will receive a presentation on the “State of the County” from the standpoint of recycling and beautification.

# ***Government of Catawba County, North Carolina***

*"Keeping the Spirit Alive Since 1842!"*

## **PROCLAMATION**

### **EMERGENCY MEDICAL SERVICES WEEK**

**May 17-23, 2015**

**WHEREAS, emergency medical services (EMS) is a vital public service; and**

**WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and**

**WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and**

**WHEREAS, the emergency medical services system consists of first responders, emergency medical dispatchers, emergency medical technicians, paramedics, firefighters, educators, administrators, emergency nurses, emergency physicians, and others; and**

**WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and**

**WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week.**

**NOW, THEREFORE, THE CATAWBA COUNTY BOARD OF COMMISSIONERS does hereby proclaim the week of May 17-23, 2015 as "Emergency Medical Services Week in Catawba County" and encourages the community to observe this week with appropriate programs, ceremonies, and activities.**

**This the 4th day of May, 2015.**

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**Randy Isenhower, Chair  
Catawba County Board of Commissioners**

# **Government of Catawba County, North Carolina**

*“Keeping the Spirit Alive Since 1842!”*

## **PROCLAMATION**

### **Public Service Recognition Week – May 3-9, 2015**

*In honor of the millions of public employees at the federal, state, county, and city levels:*

**WHEREAS**, Americans are served every single day by public servants at the federal, state, county and city levels - by men and women doing the jobs that keep our communities thriving; and

**WHEREAS**, some public employees take not only jobs, but oaths of loyalty and service; and

**WHEREAS**, most public servants feel called to the profession, to working on the public's behalf, to building strong communities through their everyday service; and

**WHEREAS**, many public servants, including sheriff's deputies, firefighters and emergency services staff, risk their lives each day in service to the people of our county and around the nation; and

**WHEREAS**, public servants include social workers, nurses and other public health professionals, park rangers, deputies, detectives, fire inspectors and paramedics, 911 telecommunicators, librarians, office assistance staff, attorneys, accountants, planners, computer network and programming specialists, mechanics, mappers, heavy equipment operators, and many more; and

**AND WHEREAS**, these public servants work behind the scenes to ensure continuity in a democracy with regular rotation of leaders and elected officials.

**NOW, THEREFORE, BE IT RESOLVED** the Catawba County Board of Commissioners does hereby proclaim that May 3-9, 2015 is Public Service Recognition Week and encourages all citizens to recognize the accomplishments and contributions of government employees at all levels — federal, state, county and city.

**C. Randall Isenhower, Chair**  
**Catawba County Board of Commissioners**



**BURKE COUNTY**  
**MORGANTON, NORTH CAROLINA**  
Dedicated July 2, 2014  
4" Granite Panels  
1/4" Etched Bronze Documents  
3/4" Laminated Glass  
Gifted by Vance and Mary Jo Patterson  
To The Families of Burke County.

**CHEROKEE COUNTY**  
**MURPHY, NORTH CAROLINA**  
Dedicated September 17, 2014  
4" Granite Panels  
1/4" Etched Bronze Documents  
3/4" Laminated Glass  
Gifted by Vance and Mary Jo Patterson  
To The Families of Cherokee County.



# CHARTERS OF FREEDOM MONUMENT FOR YOUR COMMUNITY

FOUNDATION FORWARD, INC. WILL ASSIST YOU WITH PLANS AND  
FUNDING ASSISTANCE SO YOU CAN BUILD  
A CHARTERS OF FREEDOM MONUMENT IN YOUR COMMUNITY.

Foundation Forward will:

1. Approach the County Commissioners and city of The County Seat to propose the project and work toward approval. Letters of Intent will be exchanged and the project will begin.
2. Set up a Matching Fund and promote it through media, organizations, and word of mouth. Fund raising meetings and events will be organized. All funds raised will go toward the building of the local monument. Foundation Forward will match the funds raised locally.
3. Hire a local contractor to do the foundation work according to the prints supplied by Foundation's architect.
4. Contract with the suppliers to provide the rock work, bronze documents, glazing, bronze plaques, vault, time capsule, and all installation work. This will be a turn-key job by Foundation Forward.

Your Community will:

1. Be responsible for site work: moving sprinkler lines, tree and shrub removal, power line relocation, grading, etc.
2. Be responsible for landscaping: grass, gravel, benches, sidewalks, etc.

“AND, WHY DO I WANT A CHARTERS OF FREEDOM MONUMENT IN MY COMMUNITY?”

1. **Education** – Teachers can take their classes on field trips to the monuments and learn about the Founding Fathers, the founding of our country along, and your state and local history.
2. **Celebration** – The monument will become the focal point of many celebrations, bringing activities to the area.
3. **Build My Community** - As part of the attractions in the area, the monument will become a destination for many travelers in the area.
4. **Direct Link to Founding Fathers** – By helping to preserve the documents our Founding Fathers gave this country, you will have a direct link to their efforts to establish a government to serve the people.
5. **Giving Back** – Providing a Charters of Freedom Monument is an opportunity to give in a unique way that will last hundreds of years. It will be a gift that will be used now and by future generations.
6. **Legacy** – Your Charters of Freedom Monument will be a gift, from you and your associates to the citizens of your community. Your great grandchildren will take their grandchildren to the monuments and show what their ancestors did for the community and country.
7. **Your Own Reasons** -

# FOUNDATION FORWARD, INC.

## A 501(c)(3)

Foundation Forward is an education project involving the building of the Charters of Freedom monuments displaying: The Declaration of Independence, The Constitution, and The Bill of Rights. These monuments are placed in prominent outdoor locations where there is high foot-traffic and easy access for school children. Typically they are located in the county seat; central to the surrounding communities. These monuments are similar to the display of the original founding documents in the Rotunda of The National Archives in Washington, DC.

The community monuments are for the benefit of the local education system; for those in school and the continuing education of others. School classes will be encouraged to take field trips to the monuments to see and learn about these documents, along with the history of our country, their state, and the community.

Foundation Forward set its first Charters of Freedom Monument on the Old Burke County Courthouse Green in downtown Morganton, North Carolina. The project began on May 3, 2012 and was dedicated July 2, 2014

Downtown Murphy, North Carolina in Cherokee County was the setting for the second Charters of Freedom Monument; dedicated Constitution Day, September 17, 2014.

At each of these sites the monuments displayed the three founding documents:

The Declaration of Independence on the left.  
The United States Constitution in the center.  
The Bill of Rights on the right.

The six documents are the size of the originals on 1/4" etched bronze. Each document weighs over 60 lbs. and is protected by 3/4" laminated glass panel.

The structure is made of either 4" polished granite panels, or 4" limestone on a reinforced concrete foundation. In the back of the center display is a vault with a time capsule to be opened Constitution Day, September 17, 2087. The monuments are built to last 300 – 500 years.

Dear Honorable Elected Officials,

This is an invitation to join the growing list of cities and counties that are "Voting Yes" to proudly and prominently display our national motto, *IN GOD WE TRUST*, in and on their governmental buildings.

My name is Rick Lanier and I am the Co-Founder and Vice Chairman of the *US MOTTO ACTION COMMITTEE*. I served as a County Commissioner of Davidson County in Lexington, NC from 1998 to 2002. In 2002, I led my board of Commissioners to "Vote Yes", to display *IN GOD WE TRUST*, on the exterior of our Governmental Center. Soon after that several other surrounding cities and counties joined us in doing the same.

To encourage this we formed the *US MOTTO ACTION COMMITTEE*. Its sole purpose is to promote patriotism by encouraging elected officials to "Vote Yes" to display *IN GOD WE TRUST* in and on their governmental Buildings.

Displaying the Motto gives ceremonial honor to public occasions and expresses confidence in our society. These words have been used on US Currency since 1864. This inspiring slogan is engraved above the entrance of the US Senate Chamber as well as above the Speaker's Seat in the US House of Representatives. On July 30, 1956, during the Dwight D. Eisenhower administration, the U.S. Congress adopted *IN GOD WE TRUST* as the official National Motto of the United States of America. Thus, displaying our Motto is a legal right, protected by the first amendment.

On November 1, 2011 the U.S. House of Representatives voted overwhelmingly, 396 - 9, to reaffirm *IN GOD WE TRUST* as our nation's motto. Congressman Randy Forbes, of Virginia, sponsored the resolution, in part, because some have mistakenly stated that "E Pluribus Unum" is our national motto. Most importantly, the resolution specifically encourages the placement of the motto in and on all government buildings from courthouses to school classrooms. A recent survey shows that 87% of all Americans still support the display of our National Motto.

In times of both war and peace, these words have been a profound source of strength and guidance to many generations of Americans.

As a grassroots patriotic movement, the *US MOTTO ACTION COMMITTEE* stands on solid legal ground. Since Davidson County paved the way, not one legal challenge has been raised against any city or county that has "Voted Yes." This effort is legal and there is nothing to challenge!

We are very pleased to announce that we are having an overwhelming success with the counties and cities that are readily voting "Yes" to display *IN GOD WE TRUST*, in or on their Government Building.

Elected officials like you, are showing a commitment to the values that our country was founded upon.

The purpose of this letter is to urge you to place us on your next possible meeting agenda. It would be our pleasure to incur the full cost of this display.

Finally, we welcome you to call or contact us personally with any questions or encouragement we can provide.

Thank you, Rick Lanier

**Please distribute this "Letter of Invitation"  
to your Elected Officials and other appropriate staff members  
Thank You.**

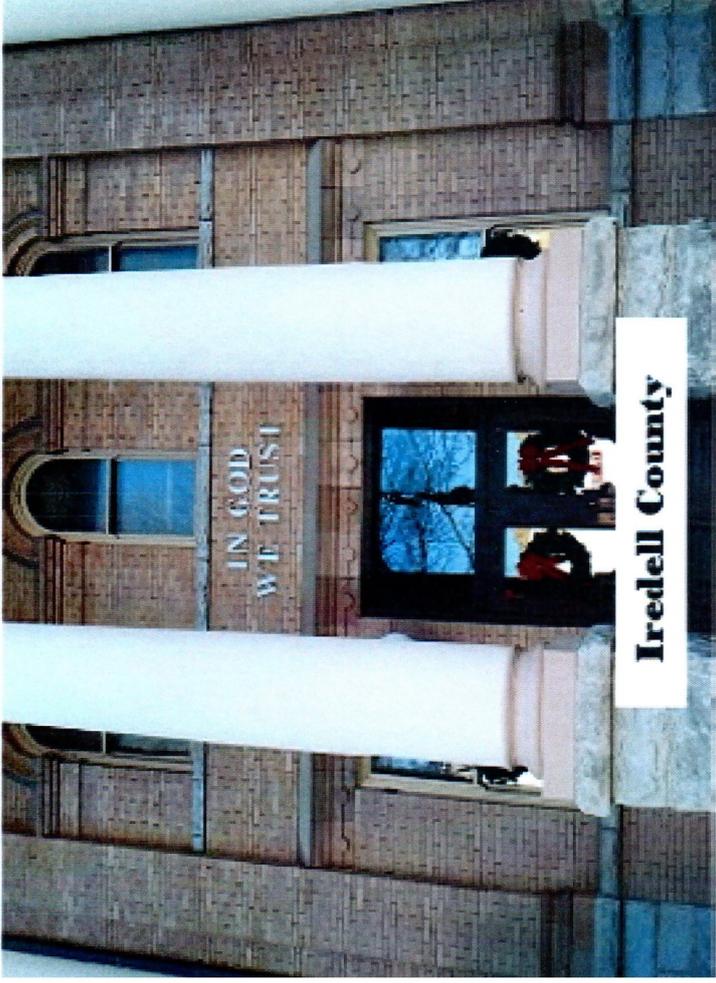
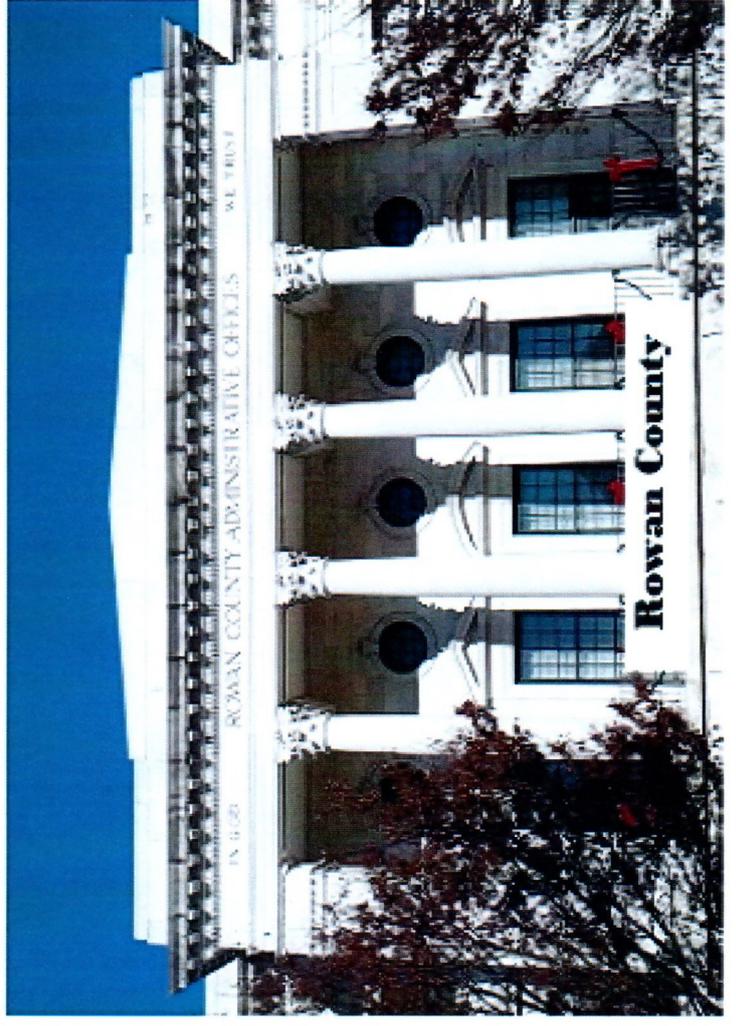
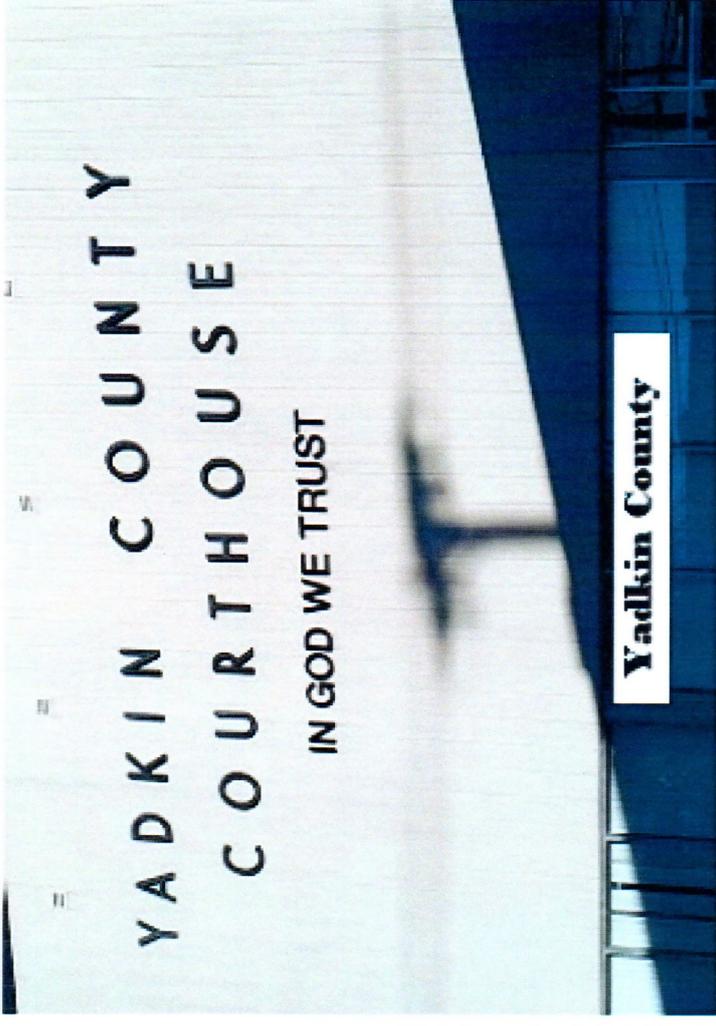
US MOTTO ACTION COMMITTEE  
MISSION STATEMENT

TO DEFEND, PROMOTE,  
AND ASSIST  
IN THE AWARENESS  
AND FURTHERANCE OF OUR  
US MOTTO,  
"IN GOD WE TRUST,"  
ON PUBLIC BUILDINGS,  
STRUCTURES, MONUMENTS,  
THE PRINTED PAGE,  
AND TO ENCOURAGE  
OUR GODLY HERITAGE  
IN VARIOUS OTHER ASPECTS.

USMAC  
PO Box 1351  
Lexington, NC 27293  
E-mail [usmotto02@gmail.com](mailto:usmotto02@gmail.com)

DAVID WHITE- Chairman	336-239-0473	<a href="mailto:davidmwhite7@aol.com">davidmwhite7@aol.com</a>
RICK LANIER- Vice Chairman	336-798-7700	<a href="mailto:7thheaven@windstream.net">7thheaven@windstream.net</a>
FRED MCCLURE- Treasurer	336-249-9269	<a href="mailto:fred@fredmcclure.com">fred@fredmcclure.com</a>
PASTOR RON BAITY- Chaplain	336-785-0529	<a href="mailto:rbaity4520@aol.com">rbaity4520@aol.com</a>
MARK SMITH- Secretary	336-306-6476	<a href="mailto:MSDKSmith@icloud.com">MSDKSmith@icloud.com</a>
RICHARD CALLAHAN	336-259-9113	<a href="mailto:richarddcallahan@gmail.com">richarddcallahan@gmail.com</a>

THE US MOTTO ACTION COMMITTEE  
Established  
DECEMBER 30, 2002



**RESOLUTION BY THE BOARD OF COMMISSIONERS OF THE COUNTY  
OF \_\_\_\_\_, IN THE STATE OF NORTH CAROLINA,  
SUPPORTING THE DISPLAY OF THE NATIONAL MOTTO  
“IN GOD WE TRUST” IN A PROMINENT LOCATION AT  
\_\_\_\_\_, \_\_\_\_\_, NORTH CAROLINA**

**WHEREAS**, “In God We Trust” became the United States national motto on July 30, 1956, shortly after our nation led the world through the trauma of World War II and

**WHEREAS**, the words have been used on United States currency since 1864: and

**WHEREAS**, the same inspiring slogan is engraved above the entrance to the Senate Chamber as well as above the Speaker’s dais in the House of Representatives: and

**WHEREAS**, in both war and peace, these words have been a profound source of strength and guidance to many generations of Americans; and

**WHEREAS**, the County desires to display this patriotic motto in a way to solemnize public occasions and express confidence in our society.

**NOW, THEREFORE, BE IT RESOLVED** the Board of Commissioners of \_\_\_\_\_ County does hereby resolve as follows:

**Section 1.** That the Board of Commissioners of the County of \_\_\_\_\_, North Carolina, does hereby determine that the historic and patriotic words of our national motto, “In God We Trust” shall be permanently and prominently displayed on \_\_\_\_\_ at \_\_\_\_\_, \_\_\_\_\_, North Carolina.

**Section 2.** The County Clerk shall certify to the passage and adoption of this resolution and enter it into the book of resolutions.

**PASSED, APPROVED AND ADOPTED** at a regular meeting of the Board of Commissioners of the County of \_\_\_\_\_, North Carolina, held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

*Add names and signatures of Clerk to the Board and Chairman*

**MOTTO ALL LOCATIONS APPROVED**

	STATE	COUNTY, CITY, TOWN	COUNTY	APPROVED USMAC	APPROVED IGWT-A	INSTALLED EXTERIOR	INSTALLED CHAMBERS
1	North Carolina	Alamance County	Alamance	4/6/2015			
2	North Carolina	Alexander County	Alexander	4/13/2015			
3	North Carolina	Ashe County	Ashe	4/20/2015	1/20/2015		√
4	North Carolina	Brunswick County	Brunswick		1/13/2015		√
5	North Carolina	Burke County	Burke		?		√
6	North Carolina	Caldwell County	Caldwell		11/17/2014		√
7	North Carolina	Caswell County	Caswell	3/16/2015			
8	North Carolina	Cleveland County	Cleveland	2/11/2015			
9	North Carolina	Davidson County	Davidson	11/26/2002		√	
10	North Carolina	Davie County	Davie	8/7/2006		√	
11	North Carolina	Gaston County	Gaston	2/10/2015		√	
12	North Carolina	Iredell County	Iredell	4/19/2006		√	
13	North Carolina	Lee County	Lee		11/17/2014		√
14	North Carolina	Lincoln County	Lincoln	3/16/2015			
15	North Carolina	McDowell County	McDowell	4/13/2015			
16	North Carolina	Moore County	Moore	3/17/2015			
17	North Carolina	Pender County	Pender		1/5/2015		√
18	North Carolina	Randolph County	Randolph	4/6/2015			
19	North Carolina	Robeson County	Robeson		1/21/2015		√
20	North Carolina	Rowan County	Rowan	4/3/2006		√	
21	North Carolina	Stanly County	Stanly	2/19/2015			
22	North Carolina	Stokes County	Stokes	4/13/2015			
23	North Carolina	Union County	Union	2/16/2015			
24	North Carolina	Yadkin County	Yadkin	3/2/2006		√	
25	North Carolina	Belville Town Hall	Brunswick		1/26/2015		√
26	North Carolina	Denton Town Hall	Davidson	2/2/2015		√	
27	North Carolina	Harmony Town Hall	Iredell	3/2/2015		√	



## **APPOINTMENTS**

**RANDY ISENHOWER (Upcoming) Juvenile Crime Prevention Council**

**Chair Isenhowe recommends the appointment of Sheriff Deputy Captain Jason Beebe to succeed retired Sheriff Deputy Alton Price on the Juvenile Crime Prevention Council. Captain Beebe's term will expire June 30, 2017.**

## MEMORANDUM

TO: Catawba County Board of Commissioners

FROM: Barbara Morris, County Clerk

DATE: May 4, 2015

IN RE: Western Piedmont Jobs Training Consortium

### REQUEST

Staff requests the Board of Commissioners adopt a Resolution to Join the Western Piedmont Jobs Training Consortium pursuant to North Carolina General Statute 160-460 and the Workforce Innovation and Opportunity Act.

### BACKGROUND

In 1996, under the Workforce Investment Act (WIA), the Western Piedmont Workforce Development Area was designated and Catawba, Burke, Caldwell and Alexander Counties and 15 municipalities joined together to form the Western Piedmont Jobs Training Consortium.

In 2014, new Federal Workforce Legislation was passed, replacing the Workforce Investment Act (WIA) with the Workforce Innovation and Opportunity Act (WIOA). The NCWorks Commission has recommended that WIA Workforce Development Areas be continued under the new WIOA legislation. In connection with this action, members of the local Jobs Training Consortium must affirm or reaffirm their commitment to be part of the Consortium. Western Piedmont Council of Governments is requesting the Board of Commissioners adopt the attached resolution reaffirming Catawba County's commitment to the Consortium.

### RECOMMENDATION

Staff recommends the Board of Commissioners adopt the attach resolution which reaffirms Catawba County commitment to the Western Piedmont Jobs Training Consortium pursuant to North Carolina General Statute 160-460 and the Workforce Innovation and Opportunity Act.

**RESOLUTION NO. 2015 –**

**RESOLUTION TO JOIN**

**WESTEN PIEDMONT JOBS TRAINING CONSORTIUM**

**BE IT RESOLVED** that Catawba County wishes to participate as a full member of the Western Piedmont Workforce Development Area and the Western Piedmont Jobs Training Consortium as generally authorized by North Carolina General Statute 160-460. Et. Seq.; and

**BE IT FURTHER RESOLVED** that it is expressly understood that Catawba County as a consequence of its participation, shall be separately and jointly liable along with other participating consortium members for the actions and activities of the organization; and

**BE IT FINALLY RESOLVED** that the duly appointed delegate of Catawba County to the Policy Board of the Western Piedmont Council of Governments (WPCOG) shall also serve as the official representative of Catawba County on the Western Piedmont Jobs Training Consortium, authorized to sign any and all related Consortium documents, including the Consortium Agreement.

This the 4<sup>th</sup> day of May, 2015.

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Randy Isenhower, Chair  
Catawba County Board of Commissioners

## MEMORANDUM

TO: Catawba County Board of Commissioners

FROM: Barbara Morris, County Clerk

DATE: May 4, 2015

IN RE: County Management Records Retention and Disposition Schedule

### REQUEST

Staff requests the Board of Commissioners adopt an updated County Management Records Retention and Disposition Schedule.

### BACKGROUND

The County Management Records Retention and Disposition Schedule prepared by the State Archives of North Carolina is a tool for the employees of county governments across the state to use when managing the records of their offices, and gives an assessment of their value by indicating when (and if) those records should be destroyed. In accordance with North Carolina General Statutes Chapters 121 and 132, records that do not and will not have further use or value for official business, research, or reference purposes after a specified retention period are authorized to be destroyed.

This updated schedule has an added requirement which was not included in past schedules. Past schedules indicated that certain records could be destroyed when administrative value ends. Administrative value is defined as "the usefulness of records to support ancillary operations and the routine management of an organization". Under these past schedules, there was no requirement to state the date or timeframe administrative value ended. The new schedule now requires that a date or timeframe be specified for the ending of this value. Each County Department was asked to provide those dates or timeframes for administrative value in their department and are now included in the Retention and Disposition Schedule to be adopted.

### RECOMMENDATION

Staff recommends the adoption of the County Management Records Retention and Disposition Schedule which includes specific dates and timeframes for administrative value.

(See example page from Records Retention Schedule attached)

**STANDARD-5: CODE ENFORCEMENT AND INSPECTION RECORDS**

ITEM #	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
42.	<b>PERMITS: PUBLIC UTILITIES PROJECTS</b> Permits, approval letters, and other related documentation required by local, state, or federal ordinance, regulation, or statute. Includes records regarding National Pollutant Discharge Elimination System (NPDES) permits.	<ul style="list-style-type: none"> <li>a) Destroy in office permits 6 years after expiration, cancellation, revocation, or denial. *</li> <li>b) Retain approval letters and supporting documentation permanently.</li> </ul>	15A NCAC 18C .0300 and 2H .0115  40 CFR 122.28 (1993)
43.	<b>RECREATIONAL VEHICLE REGISTRATION RECORDS</b> Records concerning issuance of registrations/decals for recreational vehicles including, but not limited to, golf carts, canoes, and mopeds. May include proof of insurance and renewals.	Destroy in office 1 year after expiration. *	
44.	<b>REPORTS: DAILY WATER AND WASTEWATER FACILITY OPERATORS LOGS</b> Includes water distribution and treatment.	<ul style="list-style-type: none"> <li>a) Destroy in office records concerning the operation of water treatment facilities after 3 years. *</li> <li>b) Destroy in office records concerning the operation of wastewater treatment facilities after 5 years. *</li> </ul>	15A NCAC 18C .1301
45.	<b>REPORTS: DISCHARGE MONITORING</b> Includes discharge and non-discharge monitoring reports submitted to state and/or federal regulatory agencies. Also includes copies of monthly reports required by National Pollution Discharge Elimination System (NPDES) permits.	<ul style="list-style-type: none"> <li>a) Destroy in office daily reports after 3 years.</li> <li>b) Destroy in office National Pollutant Discharge Elimination System (NPDES) reports 5 years from date of submission. *</li> <li>c) Destroy in office annual reports 5 years from date of submission. *</li> </ul>	40 CFR 122.41(3)(f)(2)  15A NCAC 2B .0506
46.	<b>REPORTS: ENVIRONMENTAL HEALTH</b> Laboratory reports showing results of environmental health tests.	Destroy in office after 3 years.	

**STANDARD-5: CODE ENFORCEMENT AND INSPECTION RECORDS**

ITEM #	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
37.	PERMITS: ENCROACHMENTS OF RIGHT-OF-WAY	a) Destroy in office 3 years after case is resolved.* b) Destroy in office applications for which a permit was never issued when administrative value ends. † Agency Policy: Destroy in office after _____	
38.	PERMITS: FACILITIES USE	a) Destroy in office after 3 years. b) Destroy in office applications for which a permit was never issued when administrative value ends. † Agency Policy: Destroy in office after _____	
39.	PERMITS: LANDFILL	Destroy in office after the 5 year reporting period is complete.	
40.	PERMITS: MISCELLANEOUS (CONSTRUCTION) Applications and permits regarding sign installation, fencing, swimming pools, driveways, or similar activity required by local ordinance.  See also <u>PERMITS: MISCELLANEOUS (NON-CONSTRUCTION)</u> item 41, page 38.	a) Destroy in office 3 years after completion of project. b) Destroy in office applications for which a permit was never issued when administrative value ends. † Agency Policy: Destroy in office after <u>1 year of no activity</u>	
41.	PERMITS: MISCELLANEOUS (NON-CONSTRUCTION) Includes, but is not limited to, applications and permits regarding burning, special events, and landscape establishment.  See also <u>PERMITS: MISCELLANEOUS (CONSTRUCTION)</u> item 40, page 37.	a) Destroy in office 1 year after expiration of permit. b) Destroy in office applications for which a permit was never issued when administrative value ends. † Agency Policy: Destroy in office after <u>1 year of no activity</u>	

## MEMORANDUM

To: Catawba County Board of Commissioners  
From: John Eller, Social Services Director  
Date: May 4, 2015  
In Re: Work First County Plan (October 2016- September 2019) Required Revisions

BACKGROUND: In 1996, Congress ended the national welfare program known as AFDC (Aid to Families with Dependent Children) and crafted legislation to allow states to implement their own welfare program.

On July 21, 2014, Catawba County Board of Commissioners voted to pursue "Electing County" status and appointed a committee to assist in the development of the county's Work First Plan.

On August 19, 2014, Catawba County Social Services Board approved the Work First Electing Plan.

On September 8, 2014, Catawba County Board of Commissioners approved the Work First Electing Plan and it was submitted to the State for approval.

### REVIEW:

On April 14, 2015, the Agency received notice that the state required some revisions to the Work First Plan. The revised Work First Plan must be submitted to the state by May 15, 2015.

The revisions are as follows:

- On pages 8 through 11, your plan does not identify activities, goals or plans to achieve outcomes beyond what has already been identified by the State plan. Added more details in how we would achieve the goals/outcomes and listed our partners in the community. Also referred the reader to the section on Innovative County Strategies on page 22.
- On Page 14 G, Family Violence Option is discussed. However, confidentiality is not addressed in your plan. Confidentiality is stated in the Memorandum of Agreement, but not stated in this section of your county plan. Confidentiality statement has been added to this section to mirror the MOA
- On Page 15, CWS budget amounts are discussed. Your plan stated 75% of the Work First Block Grant will be devoted to CWS for the fiscal year. However, on page 27, the figure for CWS does not match the figure indicated on page 15. Review budget amounts. Clarification given that the 75% of the Work First Block Grant will be devoted to CWS/TANF CPS/FC/Adoption per the chart on page 27.
- On page 16, your plan discusses emergency assistance, but the types of services that your county will help families with are not defined. The type of services have been added.

To assist with rent in order to maintain the shelter, unless family is already receiving other federal, state, local subsidized rent.

Medical services such as prescriptions, eyeglasses, and doctor visits if the expense is not covered by the Medicaid Program **and** the individual is receiving Medicaid (MOE)

Assistance with utilities if not related to Heating or Cooling.

- On page 17, number 8, your plan indicated the county will use emergency assistance funds for heating. Emergency Assistance funds cannot be utilized for heating. A heating or cooling related emergency cannot be covered using Emergency Assistance Funds. Deleted from the County Plan.
- On page 17, number 9, your plan states TANF funded assistance may not be provided for any medical care, regardless of whether the family members are covered by Medicaid. If assistance is provided for medical care, it must be with MOE (Maintenance of Effort) funds and only for services that are not covered by Medicaid. The TANF State plan allows medical services such as prescriptions, eyeglasses, and doctor visits if the expenses is not covered by Medicaid Program or the individual needing the care is either not receiving or is ineligible for Medicaid. Please clarify the services your county will provide. Corrected -- Catawba County will allow for medical services such as prescriptions, eyeglasses, and doctor visits if the expense is not covered by the Medicaid Program **and** the individual is receiving Medicaid. ( MOE)
- Community Service is not addressed in your county plan. Electing counties may choose to require parents or caretakers receiving assistance to participate in community service employment if, after receiving for two months , they are not participating in federally countable activities for enough hours to count toward the participation rate. Catawba County will not use the Community Service Component, however the county will continue to use the Work Experience Component. (Page 26)

**RECOMMENDATION:** It is recommended the Board of Commissioners approve the Work First Plan for submission to the North Carolina Department of Human Resources with the required revisions.

**XVI. Certification**

As Chairman of the Catawba County Board of Commissioners, I hereby certify that during each fiscal year to which this plan is applicable:

This program will be known as the Catawba County Work First Program;

The provision described in this plan will be carried out in accordance with state and federal law;

This plan was developed based upon recommendations of the Planning Committee, current Work First participants, and Social Service/Work First Staff.

I also certify that:

The citizens of Catawba County have been given an opportunity to review this plan.

The Catawba County Board of County Commissioners has approved this plan and is the entity responsible for the Catawba County Work First Program.

\_\_\_\_\_  
C. Randall Isenhower, Chair  
Catawba County Board of Commissioners

\_\_\_\_\_  
Date

# CATAWBA COUNTY WORK FIRST PLAN 2016-2019



Submitted: September 17, 2014  
**REVISED - Submitted May 5, 2015**

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## I. Condition within the County

- Only 257 of Catawba County's 154,810 citizens receive Work First. That is less than .002% of the population (<http://quickfacts.census.gov>).
- 142 families were receiving Work First in July. Of these, 122 included no adult in the assistance payment (Work First Case Profile Summary Report July 1, 2014).
- 15 individuals are Work Eligible which means they must comply with the Employment component of the program (Monthly Staffing Report July 1, 2014)
- The racial heritage of families receiving Work First is 45.77% Caucasian, 18.85% Other/Hispanic, 2.69% Asian, and 32.69% African-American (Work First Case Profile Summary July 1, 2014).
- Work First recipients face many barriers to employment, which include: medical problems that preclude or limit their employment and serious mental or psychological problems.
- 47% of the children in Catawba County were enrolled in either Medicaid or NC Health Choice as of July 2014, 16776 children (0-20 years old).
- Transportation is another major barrier. Even if the family has a car, the car is often in poor repair.
- 5% of all households in Catawba County have no vehicle available for personal use (2012 Catawba County Child Data Snapshot).
- In 2009, Catawba County had a teen pregnancy rate of 51.4 per 1,000 (15-19 years old) (2012 Catawba County Child Data Snapshot).
- In North Carolina, a minimum wage earner (earning \$7.25 per hour) can afford a monthly rent of no more than \$377. If the family only receives \$674 per month in Social Security benefits, they can afford a monthly rent of no more than \$202, while the Fair Market Rate for a one bedroom unit is \$606. (NCHousing.org)
- 42% of Catawba County renters are unable to afford a 2 bedroom apartment compared to the state at 44% (2012 Catawba County Child Data Snapshot).
- Approximately 62.8% of the children in the Work First caseload have a valid child support order. The average support obligation is \$125.68 in Catawba County as compared to the state average for TANF of \$105.69. The average collection rate of TANF is 68.4% as compared to the state average rate of 71.73%.

Catawba County had an unemployment rate of 7.2% in May 2014 (most recent statistics) while the State's rate was 6.4%. There were 5,244 unemployed citizens in May ([www.ncesc.com](http://www.ncesc.com)). The Food Assistance caseload has remained fairly stable over the last year (2013-2014).

Recent statistics reveal that the top three employers in the county are education and health services – Catawba County Schools System, Catawba Memorial Hospital and Frye Regional Medical Center ([Catawba](#) County Economic Development). Therefore the majority of the available jobs are in the service industries which involves night and

week end work, as well as rotating shifts and days. This type of scheduling makes childcare and transportation very difficult to coordinate. Education and technical training continue to be high priorities for Catawba County. Catawba Valley Community College offers short term training and college transfer curriculum. Catawba County is also home to Lenoir Rhyne University, a four year liberal arts school. Catawba County possesses a diverse economy with a extensive retail, service, as well as manufacturing jobs. Less than 16.7% of the population does not have a high school or higher education. (Catawba County Economic Development Corporation web page).

Two centers are currently offering second shift care until 9:30 p.m. with one center staying open until 7:00 p.m. Three offer second shift care on an 'as needed basis.' This means they are keeping a list and, when they have enough children, they open up a room. No center offers third shift care. Eight licensed homes are providing second shift care and five licensed homes are providing third shift care. There are two Family Child Care Homes that offer weekend care. This care is sometimes sporadic which makes it difficult for families to count on. Helping families to locate safe and affordable childcare to meet the needs of irregular work schedules is imperative to continued success of the program. (The Children's Resource Center)

Public transportation is not available throughout the county. No public transportation is available outside of the extended workday. Buses do not run on Sundays. Many areas of the county are miles from the nearest employer and/or child care provider. For these families, the lack of transportation is a major barrier to self-sufficiency.

### **Mission Statement**

To enable Work First recipients and applicants to become and remain self-sufficient by linking them with resources and skills, and to allow them to take responsibility for themselves and their families.

### **Vision Statement**

All Catawba County families will demonstrate personal responsibility and will have the resources needed to meet their basic needs – food, clothing, shelter, and medical care.

## II. Planning Process

### A. Planning Committee

The State of North Carolina submits a State TANF Plan to the federal Department of Health and Human Services. The State Plan describes North Carolina's TANF Program, called Work First. The State Plan is an aggregate of the standard Work First Program and the various Electing County Plans.

The Social Services system in North Carolina is county-administered and state-supervised. The State Division of Social Services establishes the standard Work First Program according to guidelines contained in federal regulations and state law, allowing counties maximum local flexibility.

Electing counties develop a plan that describes their plans for administering the program in response to local needs and situations.

This plan will be for October 1, 2016 through September 30, 2019. The Board of County Commissioners approves county plans.

The planning process is an opportunity to take full advantage of local flexibility built into the Work First Program. It is the time to strengthen local partnerships and tap into local creativity to move low-income families into self-sufficiency.

On July 21, 2014, the Catawba County Board of County Commissioners voted for Catawba County to continue being an Electing County.

The Board of County Commissioners is required to appoint a committee to oversee the planning effort. The members of the Committee and the groups they represent are:

Lynn Lail	Board of Social Services / Board of County Commissioners
Michael Smith	LME - Partners Behavioral Health Management
Dana Lynch	Public Health
Angela Simmons	Local School System
Michael Pons	Business Community
Veronica Grantham	Employment Security Commission Manager
Barbara Rush	Greater Hickory Cooperative Christian Ministry
Robert Silber	Eastern Catawba Cooperative Christian Ministry
Captain Harris	Salvation Army
Henry Steele	Vocational Rehabilitation Manager
Malle Vue	Goodwill Manager
Cassie Nantz	Child Care Service Provider
Joyce Watson	HRD Director
Bob Skinner	Qualified Professional in Substance Abuse Professional (QPSA)
Julie Walker	Cognitive Connection Corporation
Lori Williams	Prevention Unit Supervisor
Kristen Sigmon	Child Support Unit Program Manager

Bruce McCoury	Transportation Supervisor
Julie Raper	Food Assistance Program Manager
Karen Mace	Medicaid Program Manager
Karen Heffner	Work First / Day Care Program Manager
Susan Parrish	Program Administrator - Economic Services

## **B. Public Comment**

The plan was made available for public review from August 11, 2014 through August 15, 2014. An article in the local newspaper informed citizens that copies of the plan were available to review at Social Services and on the Social Services web page. Accepting the input from local citizens and with the recommendation of the Planning Committee, the plan was formally approved by the Catawba County Board of Commissioners.

## **C. Planning Process**

On August 6, 2014, the Planning Committee meeting was held. At this meeting, local Social Services staff gave the committee members an overview of the current Work First Program. Demographic information on the current Work First population was shared with the group. A time line was developed for the project.

During the month of July and August, Work First participant and applicants were surveyed. The survey asked:

- What barriers are keeping you from becoming employed?
- What do you need in order to become employed?
- What services do you currently use from Social Services?
- What would you change about the Work First Program?
- What benefits/services of the Work First Program have helped you?
- If employed, what has helped you in keeping your job?
- What services do the children in the Work First grant need to help them be the best they can be?
- Any other comments

Catawba County's demonstrated record of commitment to children and families, collaborative strategic planning, risk taking and successful implementation of innovations makes this community a natural choice to continue being an Electing County. The successful track record includes efforts such as Catawba County TANF Housing Initiative, Work First Demonstration Grant, Work and Ride, Career Center, and Job Boost. Catawba County has used the many lessons learned from previous efforts to design this project for families in need.

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Welfare reform continues to be a work in progress. The Board of County Commissioners and Social Services will continue to monitor and evaluate the impact of the Work First Program on children and families in Catawba County and to recommend adjustments and refinements to the collaborative effort as needed. Members of the committee have pledged their support of the proposal and its implementation.

Catawba County will follow the State Work First Non-Discrimination Policy and Grievance Procedures found in Section 002. The flyer DID YOU KNOW? (DSS 5333) is posted and given to customers as requested. Catawba County Social Services will inform all LEP (Limited English Proficiency) persons of the right to receive free interpreter services and encourage them to identify themselves as persons needing language assistance (Posted signs, statements in pamphlets, on the website, etc.) The language of the LEP person will be noted in his/her record so that all staff can identify the language assistance needs of the client. Bilingual staff and/or the Contract Telephone Interpreting Service will be used for effective communication between the Agency Staff and the LEP persons.

### III. Goals and Performance Measures

The Goal of the Catawba County Work First Program is to move Work First applicants and recipients to self-sufficiency by either empowering them to secure and maintain employment or by securing disability benefits.

#### A. Statewide Work First Goals

Catawba County will **adopt the goals established by the state**. Those goals are currently:

1. Meeting Federal Work Participation Rates for All Families. Active participants in employment services and activities will lead to full time employment. Counties must ensure that at least 50% of all Work Eligible individuals, as defined by Federal Rule, complete the required number of hours of federally countable activities.
2. Meeting Federal Work Participation Rates for Two-Parent Families. Active participation in employment services and activities will lead to full time employment. Counties must ensure that at least 90% of all two-parent families with Work Eligible individuals, as defined by Federal Rule, complete the required number of hours of federally countable work activities.

#### B. County Performance Measures

1. Employment: Self sufficiency will be realized primarily through the employment of Work First citizens. Catawba County will ensure that an average of 7 participants per fiscal year will become employed and will use the statistics from the staff's monthly spreadsheet.
2. Meeting Federal Participation Rates: Active participation in federal countable work activities will lead to full time employment.

Date	All Family	Two Parent	Date	All Family	Two Parent
July 13	64.71%	N/A	Jan 14	46.67%	N/A
Aug 13	60.00%	N/A	Feb 14	70.00%	N/A
Sept 13	57.89%	N/A	Mar 14	58.33%	N/A
Oct 13	Federal shutdown	N/A	April 14	66.67%	N/A
Nov 13	61.54%	N/A	May 14	60.00%	N/A
Dec 13	66.67%	100%	June 14	50.00%	N/A

3. Providing Employment Services: Active participation in intensive employment services for all families is necessary in order to meet the participation rate and to ensure families are served adequately before the end of five years. One measure of success in Work First is the percentage of families who are subject to work requirements that counties are assisting with job preparation and job placement. Catawba County will provide 100% of the Able Bodied adults with employment services.
4. Staying Off Welfare: Efforts to reduce welfare rolls, help adults find jobs, and increase self-sufficiency are undermined when families return to welfare. Families leaving Work First because of a job are tracked to determine if they

- return to cash assistance. Case Manager will provide case management, counseling and problem solving. Case Manager will evaluate former Work First participants for 200% of poverty services. Referrals to appropriate community resources will be made (i.e. Salvation Army, Goodwill, Greater Hickory Cooperative Christian Ministries, Eastern Catawba Cooperative Christian Ministries, Family Care Center, Public Housing, Section 8).
5. Job Retention: Families who leave Work First for employment and continue to be employed 6 to 12 months after leaving the program show evidence of keeping their income and increased job stability, which impacts a family's well-being. Families that remain employed for four months will receive the County's retention bonus. The State does not track and/or provide this data to the counties; therefore it will be a manual tracking of how many recipients receive the county's retention bonus.
  6. Benefit Diversion: The most successful outcome for an applicant for public assistance is to avoid the need to become a recipient. This is also recognized in the federal law, which specifies diversion from public assistance as a desired outcome. Catawba County will offer Benefit Diversion when appropriate and other supportive services. Benefit Diversion will be assessed if appropriate prior to placement on public assistance.

#### IV. Plans to Achieve the Outcomes and Goals

1. Employment: Work is the focus of the Work First Program. On the day of application, the generic case manager begins laying the foundation and ground rules for this program in Catawba County. The citizen is informed that Work First Cash Assistance is considered a short-term assistance and full time employment is the goal of the program.
  - a. Activities: Job Development and Placement provided by the NC Works, Career Center, CVCC's Human Resources Development, English as a Second Language, Graduate Equivalency Degree, Adult Basic Education, Short term skills training, CRC (Career Readiness Certificate) and Community Work Experience opportunities. Work First will continue to collaborate and partner with Catawba Valley Community College, NC Work, WIA, Vocational Rehabilitation, Goodwill and Local Staffing Agencies.
  - b. Supportive Services: Counseling, case management, daycare, transportation, and participation expenses (mileage reimbursement, uniforms, tuition and books, etc.) child support and food assistance.
2. Meeting Federal Participation Rate: The rate will be met through a combination of efforts.
  - a. Activities: Employment services are offered to all able-bodied adults. Catawba County case managers will provide Work First participants with the full array of services, including developing appropriate Mutual Responsibility Agreements and closely monitoring progress as the citizen moves towards self-sufficiency. Case Managers will place all mandatory participants in appropriate countable Work First activities; such as Employment, Vocational Education Training, Work Experience, Job Search/Job Readiness, etc. Job Ready participants will be referred to all Staffing Agencies in the area and to NC Works. All cases will be staffed with the supervisor at a minimum of once per month. Case managers will also make referrals to community resources. The case managers will assure that all applicable cases are opened in NC FAST once EPIS is no longer available each month and supervisor will monitor the employment services case management report and follow up if needed. Work First checks will not be released if the participant is out of compliance with their Mutual Responsibility Agreement unless there is good cause and all cases out of compliance will be staffed by the unit to determine if good cause exists. Work First will continue to collaborate and partner with Greater Hickory Cooperative Christian Ministries, Eastern Catawba Cooperative Christian Ministries, Family Care Center, Safe Harbor Rescue Mission, Salvation Army, Public Housing, Catawba Valley Community College, NC Work, WIA, Vocational Rehabilitation, Goodwill and Local Staffing Agencies.
  - b. Supportive Services: Counseling, case management, daycare, transportation, participation expenses (mileage reimbursement, uniforms, tuition and books, etc.) are provided to ensure that

- participants are able to complete the required number of hours in their assigned component(s).
3. Providing Employment Services: Citizens seeking employment will find a full array of services available to assist them.
    - a. Activities: Employment services are provided to all able-bodied adults. Case managers will assess the participant's job readiness and if appropriate place the participant in the community college's Employability Class before beginning the job search component. If appropriate, the participant will be required to obtain their CRC (Career Readiness Certificate). The case manager and participant will partner with NC Works, Career Center., WIA (Workforce Investment Act), Vocational Rehabilitation, Employers and other appropriate programs to assist in the participant becoming employed.
    - b. Supportive Services: Counseling, case management, daycare, transportation, and participation expenses (mileage reimbursement, uniforms, tuition and books, etc.) child support and food assistance.
  4. Staying off Welfare: Catawba County is using a multi-faceted approach to keep citizens on the job and off of welfare.
    - a. Activities: Case management services will be provided after the Work First participant becomes employed. Case managers will evaluate the former Work First participant for 200% of Poverty Services, Emergency Assistance, Retention service and bonus, and Economic Crisis Services in the county. Referrals to appropriate community resources will be made.
    - b. Supportive Services: Counseling, case management, daycare, transportation, Job Bonus, Transitional Medicaid, retention bonus, child support, food assistance, and community referrals.
  5. Job Retention: Families who leave Work First for employment and continue to be employed six to twelve months after leaving the program show evidence of keeping their income and increases job stability, which impacts a family's well-being.
    - a. Activities: Case manager will provide case management, counseling and problem-solving. Case manager will refer former participants to appropriate agencies, such as Employment Security Commission, JobLink Career Center, and Employers. The case manager will evaluate former Work First recipients for 200% of Poverty Services, Emergency Assistance, and Retention Services.
    - b. Supportive Services: Counseling, case management, daycare, transportation, Job Bonus, Transitional Medicaid, retention bonus, child support, food assistance, and community referrals.
  6. Benefit Diversion: The culture of Catawba County Social Services has changed. The focus is on employment, not processing entitlements. For many citizens in a short-term crisis, Benefit Diversion is an obvious solution.
    - a. Activities: The case manager will assess each applicant's situation to determine if Benefit Diversion is appropriate and if so, will offer it to them. The case manager will consider previous public assistance and

employment histories. The applicant's ability to find employment within a brief period of time, maintain current employment, or obtain sufficient income from other sources will also be considered.

- b. Supportive Services: Counseling, case management, day care if funding is available, child support, and food assistance.

(Please see the section on Innovative County Strategies -- page 22)

## V. Administration

### A. Authority

The Catawba County Board of County Commissioners retains full authority for the Work First Program.

### B. Organization

Catawba County Social Services is responsible for administration of the Work First Program. From the moment the citizen makes first contact with the agency, he/she is informed that the Work First Program is a temporary assistance program and the goal for each citizen is full time employment and self-sufficiency. The case managers in this unit are blended doing both eligibility and employment functions. The Case Managers serve on Intake approximately twice a week; therefore, they take and process the applications and maintain the on- going cases. With implementation of NC FAST the Work First case managers are becoming Universal Workers. The Work First case manager carries the Medicaid and FNS (Food and Nutrition Services) for the families receiving Work First.

### D. Child Care

When the availability of child care funding is less than the amount needed to serve all eligible children, Catawba County Social Services has the option to give some children priority for services. The names of all children who cannot be served will be maintained on a waiting list. When funds become available to reduce the waiting list, children will be removed in the order of priority. Within each priority group, families will be served on a first come, first serve basis.

Families in the following categories will be exempt from the waiting list:

- Priority #1 – Child Protective Services
- Priority #2 – Teen Parents enrolled the local school system
- Priority #3 – Foster Parents
  - Full or part time employed
  - Full or part time post-secondary education
- Priority #4 – Work First parents who are participating in mandatory activities (including Post-Secondary Education) to fulfill their Work First Employment and Training requirements and are in full compliance with their Mutual Responsibility Agreement.

Families will be served in the following order:

- Full time employment or full time training leading to employment
- Education
  - Full time post secondary
  - Full time vocational, skills training, GED, ABE, ESL
- Child Welfare Services
- Part time employment
- Part time education

- Development needs

Quick Care, which began in January 1998, assists Work First families with an immediate need for childcare. The Work First families are seen immediately upon becoming employed and are given a voucher based on their declaration of income if verification cannot be obtained before the family is scheduled to begin work. The family is given ten days to provide verification of income. This enables the Work First family to secure childcare immediately, which allows the family to accept the employment offer.

### **E. Transportation**

Approximately \$12,000 from the Work First Block Grant will be allocated for transportation services for state fiscal year 2014-2015. Strategies included the utilization of:

- Public Transportation: Western Piedmont Regional Transit Authority – Greenway Public Transportation
- Mileage reimbursement – Work First families are reimbursed 21 cents per mile in order to participate in their component with a cap of \$100.00 per month
- Transportation for Work First recipients during their retention period – A maximum of four months transportation assistance is provided for all Work First customers that are working (20 hours or more per week), no longer receiving Work First cash assistance and, as long as their income is below the 200% of poverty level.

### **F. Substance Abuse and other Services**

It can be anticipated that many of the Work First participants with substance abuse, mental health issues, and/or disabilities will have difficulty meeting the goal of the Work First program.

Work First and The Cognitive Connection have committed to work together in order to craft a plan that addresses local community needs. As part of the Work First – Substance Abuse Initiative, The Cognitive Connection provides one FTE Qualified Professional Substance Abuse (QPSA) stationed on site at Social Services to conduct initial substance abuse screenings and assessments for the Work First population. The QPSA screens and makes appropriate referrals of other mental health issues. Substance abuse services provided by this program include, but are not limited to the following: Screenings, Assessments, Treatment Planning, Referral to Treatment Services and Case Management services. (MOA Attached)

Substance Abuse Screening: All adults applying for the Work First program will be given an initial substance abuse screening by the QPSA or Work First case manager – the Audit/Dast. If the results of this screening detect a possible substance issue, the QPSA or Licensed Professional will conduct a complete assessment.

Substance Abuse Assessments: The QPSA or Licensed Professional will conduct a substance abuse assessment, which will include an in-depth clinical interview and the use of a statewide-approved assessment tool..

Treatment Planning and Referral to Treatment Services: When the QPSA identifies a Work First participant as having a substance abuse issue, the QPSA begins the treatment planning process with the identified person. The QPSA and customer will develop a Mutual Responsibility Agreement addressing these issues and appropriate referrals are made for treatment.

Community Support Services: The QPSA stationed at Social Services provides ongoing care coordination, including tracking of progress.

Vocational Rehabilitation : When a participant presents with a disability the Work First case manager will make a referral to Vocational Rehabilitation. All Work First applicants and recipients referred to Vocational Rehabilitation must complete the VR application and comply with all of their recommendations. Work First and Vocational Rehabilitation agree to closely coordinate activities in order to assure a coordinated plan and no duplication of services. (MOA attached)

## **G. Family Violence Option**

Violence in the family may be a substantial barrier to self-sufficiency for many families. Catawba County, recognizing the impact that violence can have on families, has a Memorandum of Agreement with Family Guidance in order to determine services needed and provide appropriate services to participants , as well as to determine the extent to which the violence is an impediment to self-sufficiency. Family Guidance will provide the following services:

- Individualized assessments for each participant referred by the Work First case manager. Based on the assessment the participant may receive ongoing counseling, psychological testing, and/or supportive services.
- Case consultation with the Work First case manager.

Catawba County Social Services – Work First and Family Guidance agrees to closely coordinate activities in order to assure a coordinated plan and no duplication of services. **Family Guidance and Work First agrees to maintain said information in a strictly confidential manner as defined in the MOA.**

If a participant is unable to participate in work activities or comply with other Work First requirements at the time of assessment, the participant may request a waiver. The Work First case manager will use the assessment report from Family Guidance in conjunction with other information concerning the case, to determine if a waiver should be granted and for how long.

#### **H. Maintenance of Effort (MOE)**

The following activities, staff and services will be funded using Maintenance of Effort (MOE) funds:

- Work First Staff
- TANF Fraud Investigative Staff
- Work First Participant Expenses
- Work First Child/Adult Care
- Work First Transportation Expenses
- Retention Services
- Enrichment Services
- Group Support
- Contract – Legal Aid
- Work First Cash – Emergency Assistance
- Others as needed

#### **I. Child Welfare Services**

Seventy-five (75%) of the Work First Block Grant will be devoted to **Child Welfare Services/ TANF CPS/FC/Adoption** for fiscal year.

## VI. Emergency Assistance

Catawba County will continue to address the emergency needs of families with a combination of resources. Three non-profit assistance Agencies have a long history of serving the needs of families in crisis: the Salvation Army, the Greater Hickory Cooperative Christian Ministry (Hickory Area) and the Eastern Catawba Cooperative Christian Ministry (serving the Eastern end of the county). A number of smaller programs and Agencies also serve families in need: including the Red Cross, the Christian Community Outreach Ministries and Family Care Center. Many area churches maintain crisis funds for families in need, in addition to supporting the efforts of the above-referenced Faith-based ministries.

Catawba County Social Services will continue to appropriate a portion of its TANF allocation to the Emergency Assistance Program.

### To be eligible for Emergency Assistance, the family must:

- 1) Have a child that meets the Work First Family Assistance guidelines in the home who is related to the specified relative
  - or be preparing for the return of a child (i.e. child being returned to home from foster care) within the next 60 days
  - or be the legal custodian or guardian for a minor child in their care (Per Work First Manual)
- 2) Be a US citizen or an eligible alien.
- 3) Be in an emergency situation caused by *circumstances beyond the control of the family* (loss or significant decrease in income, fire, unusual medical expenses that have left the family unable to meet their normal living expenses, etc.)
- 4) Have total countable reserve equal to or below \$3000. Liquid assets are limited to \$300. Vehicles are not counted in reserve. Liquid assets are cash on hand, current savings account balance, checking account balance (except what is needed to pay bills), stocks, bonds, mutual fund shares, savings certificates and revocable trust funds.
- 5) Have a monthly total countable income equal to or below 200% of the federal poverty level. Countable income is the same as for Work First Family Assistance. Use a base period of the month prior to the month of application. Convert income to a monthly amount (by using conversion factors of 4.3, 2.15). Add together the countable earned and unearned income. Compare to the income chart to determine if income eligible.
- 6) Cannot have received EA within the past twelve months.
- 7) Must apply for EA in the county in which they live.
- 8) Is eligible for a 30-day period, once approved. Payments may not exceed \$300 in a 30-day period. Benefits may not be provided under EA more than one time in a twelve-month period.
- 9) Must cooperate with Child Support, if there is not already an open child support case and if there is no cost, before the EA application can be approved (within 5 days).

- 10) Must be evaluated for Food and Nutrition Services, if not already receiving before the EA application can be approved (within 5 days).

**The Agency must:**

- 1) Make a decision to approve or deny the EA application within five workdays from the date of application.

**Evaluation of Emergencies**

- 1) EA cannot be used to improve the family's standard of living.
- 2) Explore whether any member of the family will have income that can be used to meet the emergency. (Will they get paid again before the power bill is due?)
- 3) Explore with them the steps they have taken to alleviate the emergency.
- 4) Evaluate whether or not the family has experienced a sudden change that has led to a decrease in income or created an extra expense
- 5) Evaluate to determine if they caused their own emergency. Do they have a history of being in a crisis situation? If so, explore other options.
- 6) Determine if EA will prevent recurrence of the emergency. Will they be able to maintain on an ongoing basis if we alleviate this emergency or will they have the same problem next month?
- 7) If the family has been penalized for failure to comply with WFFA program requirements, and the emergency could have been prevented had they complied, deny the EA application.
- 8) Catawba County will allow for medical services such as prescriptions, eyeglasses, and doctor visits if the expense is not covered by the Medicaid Program and the individual is receiving Medicaid. ( MOE)
- 9) TANF funds will not be used to assist with rent if the applicant is already receiving other federal, state, local subsidized rent.

The following services will be provided with TANF Emergency Assistance:

- To assist with rent in order to maintain the shelter, unless family is already receiving other federal, state, local subsidized rent.
- Assistance with utilities if not related to Heating or Cooling.
- Medical services such as prescriptions, eyeglasses, and doctor visits if the expense is not covered by the Medicaid Program and the individual is receiving Medicaid (see #8 above)

## **VII. Services to Low Income Families (under 200% of Poverty)**

Catawba County will provide services to families with income at or below 200% of poverty when: the family is a former Work First family, the adult is working, the custodial parent is cooperating with child support, the adult is receiving or has applied for Food Assistance and Family Medicaid, and the services provided will assist the adult in maintaining employment which will keep the family from reentering the traditional Work First Program.

The following services may be provided:

- Short term housing;
- Child and Family Enrichment Activities;
- Transportation;
- Child Care;
- Parenting training/services;
- Work-related expenses; and
- Case management.
- Other appropriate services that can be funded by TANF and MOE that would prevent the family from losing employment and returning to Work First.

Eligibility for services will be determined per state policy:

- Family's total gross monthly income is at or below 200% of the federal poverty level (accept family's statement, unless it is questionable);
- Same definition of a family as used for current Work First participants;
- At least one child in the family must be under 18 and meet the same kinship and living with rules as current Work First families; and
- Complete and maintain the eligibility worksheet.

All Work First citizens who are subject to the work requirements will be served before offering or providing the above listed services to "families with children at or below the 200% federal poverty level." Catawba County will ensure that all Work First citizens are served first through the organization of the Work First unit. In Catawba County, it is the responsibility of the Work First Case Manager to implement the entire Work First Program -- cash assistance and employment. Therefore, from the moment the applicant presents her/himself for any of the Work First services, the focus is on helping the family meet their financial needs through employment and child support. On the day of application, the case manager begins to lay the foundation and ground rules for the program.

**VIII. Services to Non-Custodial Parents (optional)**

Catawba County will not offer services to non-custodial parents.

**IX. Exemption from the Work Requirements**

Catawba County will follow the State Policy regarding exemptions from the Work Requirement.

## **X. Innovative County Strategies**

Catawba County has historically demonstrated creative and highly effective collaborative efforts combining the skills and resources of multiple agencies and programs. The same is true of this effort. Several successful initiatives are currently in place to protect children and strengthen families. These projects include:

Legal Services for Child Only Cases: Catawba County has a contract with Legal Aid of North Carolina to provide legal services to ‘child only’ Work First Family Assistance citizens and, if applicable and appropriate, to ‘regular’ Work First Family Assistance citizens to increase the family stability for the children. The legal services provided included:

- Counsel and Advice
- Preparation of documents such as education affidavits, health care consent forms
- Representation in custody, guardianship, and adoption proceedings

Catawba County Career Center: Catawba County’s Career Center is located at the Division of Workforce Solutions - NC Works office. The center’s partners include:

- Social Services – Work First
- Catawba Valley Community College
- Division of Workforce Solutions
- Vocational Rehabilitation
- Goodwill Industries
- Cognitive Connection
- Senior Community Service Employment Program
- 

The services offered at the center include:

- Career Testing/Assessment
- Mock Interviews
- Job Referral and Listings
- Labor Market Information
- Referrals for Supporting Services
- Resume Preparation

Retention Services: Catawba County provides a one-time lump sum Employment Retention Bonus of \$400 to Work First participants whose Work First check terminates due to earned income and who remain employed:

- With the same employer (unless the change is an improvement), and
- Employed full time (30+ hours per week) for four consecutive months following termination of their Work First Cash benefit, and
- Income eligible based on the 200% level of poverty worksheet

## **XI. Special Issues**

Catawba County had an unemployment rate of 7.2% in May 2014 (most recent statistics) while the State's rate was 6.4%. There were 5,244 unemployed citizens in May ([www.ncesc.com](http://www.ncesc.com)). The Food Assistance caseload has remained fairly stable over the last year ( 2013-2014).

Another concern is the number of children in the Child only/Caretaker caseload where the child is a US citizen, but the parent in the home is undocumented. Currently, there are 10 cases where the US born child of an undocumented parent is receiving benefits. These cases are not subject to the employment component, however are subject to the 60 month state time clock for the family once the Work First case is in NC FAST.

## **XII. Eligibility**

Catawba County will follow criteria established and implemented by the State regarding for the following:

- Age limits for children
- Payment levels
- Benefit Calculation
- Countable Income
- Resources requirement (limit and countable items)
- Extensions
- Time Limits for cases that include the Parent in the grant
- Work First Benefits (non compliance with MRAs with one exception listed below)
- Child Support Sanctions
- Reviews- will completed per State Manual

Applicants must apply for Medicaid or be receiving Medicaid before applying for Work First.

Catawba County proposes changes to the following policies. These changes will be implemented once the State and Catawba County's plan has been approved.

### **1. Benefit Diversion Requirements:**

Catawba County will follow the State regarding benefit diversion with the following exceptions:

Applicant must cooperate with Child Support, apply or be receiving Food Assistance, and the applicant must register with Division of Work Force Solutions - NC Works if not already employed or job being held for the applicant and if monetarily eligible for Unemployment Benefits (UIB) must apply for the UIB prior to approval of the Benefit Diversion application.

### **2. Cooperation with Child Support is an eligibility requirement:**

Applicant must cooperate with child support within 12 calendar days of applying for WFFA. If the applicant fails or refuses to do so without good cause, deny the application for WFFA and notify the Medicaid worker (applicants must apply for Medicaid before applying for WFFA).

### **3. Evaluate for or be receiving Food Assistance:**

Applicant must be receiving Food Assistance or be evaluated for Food Assistance within 12 calendar days of applying for WFFA. If the applicant fails or refuses to do so without good cause, deny the application for WFFA and notify the Medicaid worker (applicants must apply for Medicaid before applying for WFFA).

### **4. Vocational Rehabilitation:**

All Work First recipients referred to Vocational Rehabilitation as part of their Outcome Plan (MRA) must complete the application and comply with all recommendations. Failure or refusal to comply without good cause will result in

the case being terminated. Future eligibility is contingent upon completing the application and cooperating with Vocational Rehabilitation.

**5. Substance Abuse/Mental Health Initiative for all cases:**

Caretakers in the child only cases will be required to comply with the policy outlined in Section 104B of the Work First manual – Substance Abuse/Mental Health Initiative as a condition of eligibility. This is in effort to ensure child wellbeing.

**6. Job Quit:**

Job quit (treated the same as non-compliance with the MRAs) will be applied to (all cases that an adult is included in the grant) that have been informed of the Job Quit Policy at any time in their history of receiving Work First and who voluntarily quit a job, refuse to accept a bona fide job offer, request a reduction in hours, all without good cause or are terminated with cause. The following statement from the MRA-B will be added to MRA-A “I will accept and keep any reasonable job offered to me. I will not quit a job, refuse an offer of employment or fail to follow up on job referrals without good cause.”

**XIII. Community Service**

Catawba County will not utilize the Community Service Component

**XIV. Appeals Process**

Catawba County will have a two-tier appeals process that substantially complies with state law (G.S. 108A-79).

A line supervisor in the Family Support Division who has not had any involvement with the family or the case will conduct the first tier of the hearing process. Unless the family requests an extension with good cause, this hearing must be held within five workdays of the request. A written statement of the decision must be served by certified mail to the appellant within five working days of the first tier hearing. The first-tier hearing follows all of the time frames and conditions of state/standard county policy.

If the family wishes to appeal the decision rendered by the first tier appeal, the family must notify Catawba County Social Services within 15 days of the date the initial decision was mailed to the appellant. If the appellant withdraws their request for the second-tier appeal prior to the hearing date the decision of the first-tier hearing stands. The second tier hearing will take place within ten workdays and will be recorded. A supervisor who has not had any involvement with the family or the case will conduct the second-tier hearing. The hearing officer will render his/her decision within 45 days.

Catawba County policy will differ from G.S. 108A-79 in that the Hearing Officer who conducts the second tier hearing has only 45 days to render a decision and that decision will be considered final.

Any applicant/recipient who is dissatisfied with the final decision of the Department may file, within 30 days of receipt of notice of such decision, a petition for judicial review in Superior Court of Catawba County. Failure to file a petition within the time stated shall operate as a waiver of the right of such party to review.

**XV. Review Prior to Expiration of Time Limits**

Catawba County will continue to follow criteria established and implemented by the State for reviewing cases prior to the expiration of time limits. In addition, the supervisor will review and monitor weekly/monthly state reports regarding families time limits. The supervisor will continue to complete monthly staffing with the Work First case managers to review the time used by each participant to discuss actions that are needed to be taken to empower the family to move towards self-sufficiency.

Each time a Mutual Responsibility Agreement is developed, the Eligibility Tracking Update screen will be reviewed, discussed and signed by the case manager and participant to ensure that both parties are aware of the months left on the time clock.

**XVI. Funding Requirements**

Amount of the county block grant earmarked for Child Welfare Services is **75% in** both fiscal years.

Amount of the county block grant designated for Work First Diversion Assistance, Work First Family Assistance, Work First Services and Maintenance of Effort contribution:

Child Welfare Services	\$1,945,494.00	
TANF CPS/FC/Adoption	<u>132,580.00</u>	
<b>Total WFBG for children</b>	<b>\$2,078,074.00</b>	<b>75%</b>
WF Purchased Services	\$ 262,450.00	
WF Emergency Assistance	\$ 10,000.00	
WF 200%	\$ 2,550.00	
WF Family Assistance	\$ 286,650.00	
WF Benefit Diversion	<u>\$ 122,850.00</u>	
<b>Total WFBG for Families</b>	<b>\$ 684,500.00</b>	<b>25%</b>
<b>Grand Total – WFBG</b>	<b>\$2,762,574.00</b>	<b>100%</b>
<b>Maintenance of Effort</b>	<b>\$1,584,850.00</b>	

**XVII. Certification**

As Chairman of the Catawba County Board of Commissioners, I hereby certify that during each fiscal year to which this plan is applicable:

This program will be known as the Catawba County Work First Program;

The provision described in this plan will be carried out in accordance with state and federal law;

This plan was developed based upon recommendations of the Planning Committee, current Work First participants, and Social Service/Work First Staff.

I also certify that:

The citizens of Catawba County have been given an opportunity to review this plan.

The Catawba County Board of County Commissioners has approved this plan and is the entity responsible for the Catawba County Work First Program.

\_\_\_\_\_  
C. Randall Isenhower, Chair  
Catawba County Board of Commissioners

\_\_\_\_\_  
Date

## MEMORANDUM

**To:** Catawba County Board of Commissioners

**From:** Rodney Miller, Finance Director  
Jacky Eubanks, Planning Director

**Date:** May 4, 2015

**Subject:** Sale of Surplus Property (39 acres)

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### **Request**

Consideration of a “modified” Offer to Purchase submitted by The Village at Sherrills Ford, LLC for approximately 39 acres located at 4251 Slanting Bridge Road in Sherrills Ford (Parcel Identification Number 4607-04-70-7149) owned by Catawba County in the amount of \$400,000.00.

### **Background**

The original Offer to Purchase submitted by The Village at Sherrills Ford, LLC was in the amount \$300,000.00. The prospective buyer submitted an earnest money deposit in the amount of \$15,000.00 as required by law to the County prior to the commencement of the upset bid process. In accordance with NCGS 153A-176 Disposition of Property and NCGS 160-269 Negotiated Offer Advertisement and Upset Bids, the County advertised on April 7, 2015 in the Observer News Enterprise and the Hickory Daily Record and on April 8, 2015 in the Charlotte Observer. No upset bids were received by the close of business on April 17, 2015 which was the statutory time period to submit upset bids; therefore, the original bid offer may be considered.

In the attached offer to purchase dated March 24, 2015, the prospective buyer provided the following contingencies:

- Buyer agrees to provide to County at no cost to County any necessary easements, rights-of-way or deeded property within the 39 acre tract in connection with public water and sewer service (which the developer is responsible for) from Highway 150/South Slanting Bridge Road to the 39 acre tract;
- A revised and agreed to development agreement between buyer and County incorporating the approximate 39 acres; and
- Developers approval from CSX Railroad for railroad crossings.

On April 27, 2015, the potential buyer “verbally” modified the offer from \$300,000.00 to \$400,000.00. All other contingencies above remain unchanged.

**Recommendation**

Staff recommends the Board of Commissioners accept the modified Offer to Purchase submitted by The Village at Sherrills Ford, LLC in the amount of \$400,000.00.

**OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND**

[Consult "Guidelines" (form I2G) for guidance in completing this form]

**NOTE:** This contract is intended for unimproved real property that Buyer will purchase only for personal use and does not have immediate plans to subdivide. It should not be used to sell property that is being subdivided unless the property has been platted, properly approved and recorded with the register of deeds as of the date of the contract. If Seller is Buyer's builder and the sale involves the construction of a new single family dwelling prior to closing, use the standard Offer to Purchase and Contract—New Construction (Form 800-T) or, if the construction is completed, use the Offer to Purchase and Contract (Form 2-T) with the New Construction Addendum (Form 2A3-T).

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

**1. TERMS AND DEFINITIONS:** The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "Seller": CATAWBA County

(b) "Buyer": THE VILLAGE AT SHERRILLS FORD, LLC OR ASSIGNS

(c) "Property": The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon. **NOTE:** If the Property will include a manufactured (mobile) home(s), Buyer and Seller should consider including the Manufactured (Mobile) Home provision in the Additional Provisions Addendum (Standard Form 2A11-T) with this offer.

Street Address: 4251 Starting Bridge Road

City: SHERRILLS FORD Zip: 28673

County: CATAWBA, North Carolina

(NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.)

Legal Description: (Complete ALL applicable)  
Plat Reference: Lot/Unit \_\_\_\_\_, Block/Section \_\_\_\_\_, Subdivision/Condominium \_\_\_\_\_, as shown on Plat Book/Slide \_\_\_\_\_ at Page(s) \_\_\_\_\_

The PIN/PID or other identification number of the Property is: 460 904 707 149

Other description: TAX MAP 012 X05 015

Some or all of the Property may be described in Deed Book \_\_\_\_\_ at Page \_\_\_\_\_

(d) "Purchase Price":  
\$ 300,000.00  
\$ N/A  
\$ 15,000.00  
  
\$ N/A  
  
\$ N/A  
  
\$ N/A  
  
\$ 285,000.00

paid in U.S. Dollars upon the following terms:  
BY DUE DILIGENCE FEE made payable and delivered to Seller by the Effective Date  
BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by  cash  personal check  official bank check  wire transfer, EITHER  with this offer OR  within five (5) days of the Effective Date of this Contract.  
BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by cash or immediately available funds such as official bank check or wire transfer no later than \_\_\_\_\_, **TIME BEING OF THE ESSENCE** with regard to said date.  
BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum (Standard Form 2A6-T).  
BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).  
BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan).



This form jointly approved by:  
North Carolina Bar Association  
North Carolina Association of REALTORS®, Inc.



STANDARD FORM 12-T  
Revised 7/2014  
© 7/2014

Buyer initials BM Seller initials \_\_\_\_\_



6. A qualifying higher bid must also be accompanied by a deposit in the amount of 5 percent (5%) of the bid; the deposit may be made in cash, cashier's check, or certified check. The County will return the deposit on any bid not accepted, and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The County will return the deposit of the final high bidder at closing.

7. The terms of the final sale are that the buyer must pay with cash, cashier's check or certified check at the time of closing.

8. If no qualifying upset bid is received after the initial public notice, the offer set forth above will be considered. The appropriate County officials are authorized to execute the instruments necessary to convey the property.

9. The County reserves the right to withdraw the property from sale at any time before the final high bid is accepted and the right to reject all bids at any time.

This the 6<sup>th</sup> day of April, 2015.

C. Randall Isenhower, Chair  
Catawba County Board of Commissioners

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver cash or immediately available funds to the payee. In the event Buyer does not timely deliver cash or immediately available funds, Seller shall have the right to terminate this Contract upon written notice to Buyer.

(e) "Earnest Money Deposit": The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid in connection with this transaction, hereinafter collectively referred to as "Earnest Money Deposit", shall be deposited and held in escrow by Escrow Agent until Closing, at which time it will be credited to Buyer, or until this Contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) a condition of any resulting contract is not satisfied, then the Earnest Money Deposit shall be refunded to Buyer. In the event of breach of this Contract by Seller, the Earnest Money Deposit shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Contract by Buyer, the Earnest Money Deposit shall be paid to Seller upon Seller's request as liquidated damages and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Paragraphs 2(c) and 2(d) for damage to the Property or Seller's right to retain the Due Diligence Fee. It is acknowledged by the parties that payment of the Earnest Money Deposit to Seller in the event of a breach of this Contract by Buyer is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of such breach. The payment of the Earnest Money Deposit to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach. If legal proceedings are brought by Buyer or Seller against the other to recover the Earnest Money Deposit, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

(f) "Escrow Agent" (insert name): CHAK AT CATAWBA COUNTY

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money Deposit held in escrow, a licensed real estate broker ("Broker") is required by state law (and Escrow Agent, if not a Broker, hereby agrees) to retain the Earnest Money Deposit in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Broker or an attorney licensed to practice law in North Carolina ("Attorney") is holding the Earnest Money Deposit, the Broker or Attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE THE EARNEST MONEY DEPOSIT IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

(g) "Effective Date": The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be.

(h) "Due Diligence": Buyer's opportunity during the Due Diligence Period to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 2 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.

(i) "Due Diligence Fee": A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer's right to conduct Due Diligence during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 6(1) or Paragraph 9, or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee.

(j) "Due Diligence Period": The period beginning on the Effective Date and extending through 5:00 p.m. on 7/30/15 *TIME BEING OF THE ESSENCE* with regard to said date.

Buyer initials DM Seller initials \_\_\_\_\_

(k) **"Settlement"**: The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney's receipt of all funds necessary to complete such transaction.

(l) **"Settlement Date"**: The parties agree that Settlement will take place on 9/30/15 (the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

(m) **"Closing"**: The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney's receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 13 (Delay in Settlement/Closing).

**WARNING:** The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. A closing involves significant legal issues that should be handled by an attorney. Accordingly it is the position of the North Carolina Bar Association and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a closing.

(n) **"Special Assessments"**: A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property. A Special Assessment may be either proposed or confirmed.

**"Proposed Special Assessment"**: A Special Assessment that is under formal consideration but which has not been approved prior to Settlement.

**"Confirmed Special Assessment"**: A Special Assessment that has been approved prior to Settlement whether or not it is fully payable at time of Settlement.

## 2. BUYER'S DUE DILIGENCE PROCESS:

(a) **Loan:** During the Due Diligence Period, Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of the Loan if any.

(NOTE: Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the appraisal to be completed and for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction since the Loan is not a condition of the Contract.)

(b) **Property Investigation:** During the Due Diligence Period, Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:

- (i) **Soil And Environmental:** Reports to determine whether the soil is suitable for Buyer's intended use and whether there is any environmental contamination, law, rule or regulation that may prohibit, restrict or limit Buyer's intended use.
- (ii) **Septic/Sewer System:** Any applicable investigation(s) to determine: (1) the condition of an existing sewage system, (2) the costs and expenses to install a sewage system approved by an existing Improvement Permit, (3) the availability and expense to connect to a public or community sewer system, and/or (4) whether an Improvement Permit or written evaluation may be obtained from the County Health Department for a suitable ground absorption sewage system.
- (iii) **Water:** Any applicable investigation(s) to determine: (1) the condition of an existing private drinking water well, (2) the costs and expenses to install a private drinking water well approved by an existing Construction Permit, (3) the availability, costs and expenses to connect to a public or community water system, or a shared private well, and/or (4) whether a Construction Permit may be obtained from the County Health Department for a private drinking water well.
- (iv) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Owners' Association And Addendum (Standard Form 2A12-T) provided by Seller prior to signing this offer.

- (v) **Appraisals:** An appraisal of the Property.
- (vi) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.
- (vii) **Zoning and Governmental Regulation:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones.
- (viii) **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan.
- (ix) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including electric, gas, communication services, stormwater management, and means of access to the Property and amenities.
- (x) **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private, the consequences and responsibility for maintenance and the existence and terms of any maintenance agreements.

(c) **Buyer's Obligation to Repair Damage:** Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices applicable to any N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.

(d) **Indemnity:** Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This indemnity shall survive this Contract and any termination hereof.

(e) **Buyer's Right to Terminate:** Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), **TIME BEING OF THE ESSENCE**. If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

**WARNING:** If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract, prior to the expiration of the Due Diligence Period, unless Buyer can obtain a written extension from Seller. SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION. Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period shall constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer's Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller's obligations under paragraph 6 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

**(f) CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.**

**3. BUYER REPRESENTATIONS:**

(a) **Loan:** Buyer  does  does not have to obtain a new loan in order to purchase the Property. If Buyer is obtaining a new loan, Buyer intends to obtain a loan as follows:  Conventional  Other: \_\_\_\_\_ loan at a  Fixed Rate  Adjustable Rate in the principal amount of \_\_\_\_\_ for a term of \_\_\_\_\_ year(s), at an initial interest rate not to exceed \_\_\_\_\_ % per annum (the "Loan").

(NOTE: Buyer's obligations under this Contract are not conditioned upon obtaining or closing any loan. If Buyer represents that Buyer does not have to obtain a new loan in order to purchase the Property, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a new loan.)

Buyer initials DM Seller initials \_\_\_\_\_

(b) **Other Property:** Buyer  does  does not have to sell or lease other real property in order to qualify for a new loan or to complete purchase. (NOTE: If Buyer does have to sell, Buyer and Seller should consider including a Contingent Sale Addendum (Standard Form 2A2-T) with this offer.)

(c) **Performance of Buyer's Financial Obligations:** To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as may be specifically set forth herein.

4. **BUYER OBLIGATIONS:**

(a) **Owners' Association Fees/Charges:** Buyer shall pay any fees required for confirming account payment information on owners' association dues or assessments for payment or proration and any charge made by the owners' association in connection with the disposition of the Property to Buyer, including any transfer and/or document fee imposed by the owners' association. Buyer shall not be responsible for fees incurred by Seller in completing the Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement (Standard Form 2A12-T).

(b) **Responsibility for Proposed Special Assessments:** Buyer shall take title subject to all Proposed Special Assessments.

(c) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, appraisal, title search, title insurance, recording the deed and for preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

5. **SELLER REPRESENTATIONS:**

(a) **Ownership:** Seller represents that Seller:  
 has owned the Property for at least one year.  
 has owned the Property for less than one year.  
 does not yet own the Property.

(b) **Assessments:** To the best of Seller's knowledge there are no Proposed Special Assessments except as follows (Insert "None" or the identification of such assessments, if any): \_\_\_\_\_

Seller warrants that there are no Confirmed Special Assessments except as follows (Insert "None" or the identification of such assessments, if any): NONE

(c) **Owners' Association(s) and Dues:** To best of Seller's knowledge, ownership of the Property  subjects  does not subject Buyer to regulation by one or more owners' association(s) and governing documents, which impose various mandatory covenants, conditions and restrictions upon the Property and Buyer's enjoyment thereof, including but not limited to obligations to pay regular assessments (dues) and Special Assessments. If there is an owners' association, then an Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement (Standard Form 2A12-T) shall be completed by Seller, at Seller's expense, and must be attached as an addendum to this Contract.

(d) **Sewage System Permit:** ( Applicable  Not Applicable) Seller warrants that the sewage system described in the Improvement Permit attached hereto has been installed, which representation survives Closing, but makes no further representations as to the system.

(e) **Private Drinking Water Well Permit:** ( Applicable  Not Applicable) Seller warrants that a private drinking water well has been installed, which representation survives Closing, but makes no further representations as to the well. (If well installed after July 1, 2008, attach Improvement Permit hereto.)

6. **SELLER OBLIGATIONS:**

(a) **Evidence of Title:** Seller agrees to use best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property. Seller authorizes: (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys.

Buyer initials DM Seller initials \_\_\_\_\_



(b) **Access to Property/Walk-Through Inspection:** Seller shall provide reasonable access to the Property (including working, existing utilities) through the earlier of Closing or possession by Buyer, including, but not limited to, allowing the Buyer an opportunity to conduct a final walk-through inspection of the Property. To the extent applicable, Seller shall also be responsible for timely clearing that portion of the Property required by the County to perform tests, inspections and/or evaluations to determine the suitability of the Property for a sewage system and/or private drinking water well.

(c) **Removal of Seller's Property:** Seller shall remove, by the date possession is made available to Buyer, all personal property which is not a part of the purchase and all garbage and debris from the Property.

(d) **Affidavit and Indemnification Agreement:** Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.

(e) **Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(f) **Good Title, Legal Access:** Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, and free of any other liens, encumbrances or defects, including those which would be revealed by a current and accurate survey of the Property, except: ad valorem taxes for the current year (prorated through the date of Settlement); utility easements and unviolated covenants, conditions or restrictions that do not materially affect the value of the Property; and such other liens, encumbrances or defects as may be assumed or specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

(NOTE: Buyer's failure to terminate this Contract prior to the expiration of the Due Diligence Period as a result of any encumbrance or defect that is or would have been revealed by a title examination of the Property or a current and accurate survey shall not relieve Seller of any obligation under this subparagraph)

(NOTE: If any sale of the Property may be a "short sale," consideration should be given to attaching a Short Sale Addendum (Standard Form 2A14-T) as an addendum to this Contract.)

(g) **Deed, Excise Taxes:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes required by law. The deed is to be made to: \_\_\_\_\_  
*AS Directed AT Closing*

(h) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ N/A toward any of Buyer's expenses associated with the purchase of the Property, less any portion disapproved by Buyer's lender.

NOTE: Examples of Buyer's expenses associated with the purchase of the Property include, but are not limited to, discount points, loan origination fees, appraisal fees, attorney's fees, inspection fees, and "pre-pays" (taxes, insurance, owners' association dues, etc).

(i) **Payment of Confirmed Special Assessments:** Seller shall pay all Confirmed Special Assessments, if any, provided that the amount thereof can be reasonably determined or estimated.

(j) **Late Listing Penalties:** All property tax late listing penalties, if any, shall be paid by Seller.

(k) **Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement (Standard Form 2A12-T):** If applicable, Seller shall provide the completed Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement to Buyer on or before the Effective Date.

Buyer initials an Seller initials \_\_\_\_\_

(l) **Seller's Failure to Comply or Breach:** If Seller fails to materially comply with any of Seller's obligations under this Paragraph 6 or Seller materially breaches this Contract, and Buyer elects to terminate this Contract as a result of such failure or breach, then the Earnest Money Deposit and the Due Diligence Fee shall be refunded to Buyer and Seller shall reimburse to Buyer the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence without affecting any other remedies. If legal proceedings are brought by Buyer against the Seller to recover the Earnest Money Deposit, the Due Diligence Fee and/or the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

7. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated through the date of Settlement and either adjusted between the parties or paid at Settlement:

- (a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;
- (b) **Rents:** Rents, if any, for the Property;
- (c) **Dues:** Owners' association regular assessments (dues) and other like charges.

8. **CONDITION OF PROPERTY AT CLOSING:** Buyer's obligation to complete the transaction contemplated by this Contract shall be contingent upon the Property being in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.

9. **RISK OF LOSS:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to Closing, Buyer may terminate this Contract by written notice delivered to Seller or Seller's agent and the Earnest Money Deposit and any Due Diligence Fee shall be refunded to Buyer. In the event Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, any of Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

10. **DELAY IN SETTLEMENT/CLOSING:** Absent agreement to the contrary in this Contract or any subsequent modification thereto, if a party is unable to complete Settlement by the Settlement Date but intends to complete the transaction and is acting in good faith and with reasonable diligence to proceed to Settlement ("Delaying Party"), and if the other party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") then the Delaying Party shall give as much notice as possible to the Non-Delaying Party and closing attorney and shall be entitled to a delay in Settlement. If the parties fail to complete Settlement and Closing within fourteen (14) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties) or to otherwise extend the Settlement Date by written agreement, then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

11. **POSSESSION:** Unless otherwise provided herein, possession shall be delivered at Closing as defined in Paragraph 1(m). No alterations, excavations, tree or vegetation removal or other such activities may be done before possession is delivered.

12. **OTHER PROVISIONS AND CONDITIONS:** CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO.

(NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT CONDITIONS OR CONTINGENCIES TO THIS CONTRACT.)

- |   |   |
|---|---|
| <input type="checkbox"/> Additional Provisions Addendum (Form 2A11-T) | <input type="checkbox"/> Owners' Association Disclosure And Addendum For Properties Exempt from Residential Property Disclosure Statement (Form 2A12-T) |
| <input type="checkbox"/> Additional Signatures Addendum (Form 3-T)    | <input type="checkbox"/> Seller Financing Addendum (Form 2A5-T)   |
| <input type="checkbox"/> Back-Up Contract Addendum (Form 2A1-T)       | <input type="checkbox"/> Short Sale Addendum (Form 2A14-T)  |
| <input type="checkbox"/> Contingent Sale Addendum (Form 2A2-T)        |   |
| <input type="checkbox"/> Loan Assumption Addendum (Form 2A6-T)        |   |

OTHER: Buyer agrees to provide to County at no cost to County, any necessary easements, rights of ways or deeded property within the 39 acre tract in connection with the extension of public water and sewer service from Hwy 150, south starting Bridge Road, to the 39 acre tract. Condition upon a revised & agreed to development agreement between Buyer and County, further an agreement with CSX Railroad for Buyer's approval and agreed to railroad crossings.

Buyer initials lan Seller initials \_\_\_\_\_

13. **ASSIGNMENTS:** This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.

14. **TAX-DEFERRED EXCHANGE:** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Buyer and Seller shall execute such additional documents, including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

15. **PARTIES:** This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

16. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

17. **ENTIRE AGREEMENT:** This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

18. **NOTICE:** Any notice or communication to be given to a party herein may be given to the party or to such party's agent. Any written notice or communication in connection with the transaction contemplated by this Contract may be given to a party or a party's agent by sending or transmitting it to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Seller and Buyer agree that the "Notice Information" and "Acknowledgment of Receipt of Monies" sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

19. **EXECUTION:** This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument, and the parties adopt as their seals the word "SEAL" beside their signatures below.

20. **COMPUTATION OF DAYS:** Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made.

[THIS SPACE INTENTIONALLY LEFT BLANK]

Buyer initials   *m*   Seller initials \_\_\_\_\_



THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

This offer shall become a binding contract on the Effective Date.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Buyer \_\_\_\_\_ (SEAL)

Seller \_\_\_\_\_ (SEAL)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Buyer \_\_\_\_\_ (SEAL)

Seller \_\_\_\_\_ (SEAL)

Entity Buyer

THE VILLAGE AT SHERRILL'S FORD, LLC  
(Name of LLC/Corporation/Partnership/Trust/etc.)

Entity Seller:

\_\_\_\_\_  
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: DALE MORROW

By: \_\_\_\_\_

Name: DALE MORROW

Name: \_\_\_\_\_

Title: MANAGER

Title: \_\_\_\_\_

Date: 3/24/15

Date: \_\_\_\_\_

\* <sup>Buyer</sup> Buyer is a North Carolina Real Estate Provisional Broker, License Number # 136643. LKW Homes.com (Cornelius, N.C. 28031)  
No Commission Due From Seller.

NOTICE INFORMATION

NOTE: INSERT THE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

BUYER NOTICE ADDRESS:

Mailing Address: 617 N. MAIN ST  
C/O Keith Hawthorne, Belmont NC  
28012  
Buyer Fax#: \_\_\_\_\_  
Buyer E-mail: Keith\_hawthorne@msn.com

SELLER NOTICE ADDRESS:

Mailing Address: \_\_\_\_\_  
Seller Fax#: \_\_\_\_\_  
Seller E-mail: \_\_\_\_\_

SELLING AGENT NOTICE ADDRESS:

Firm Name: \_\_\_\_\_  
Acting as  Buyer's Agent  Seller's (sub)Agent  Dual Agent  
Mailing Address: \_\_\_\_\_  
Individual Selling Agent: \_\_\_\_\_  
 Acting as a Designated Dual Agent (check only if applicable)  
License #: \_\_\_\_\_  
Selling Agent Phone#: \_\_\_\_\_  
Selling Agent Fax#: \_\_\_\_\_  
Selling Agent E-mail: \_\_\_\_\_

LISTING AGENT NOTICE ADDRESS:

Firm Name: \_\_\_\_\_  
Acting as  Seller's Agent  Dual Agent  
Mailing Address: \_\_\_\_\_  
Individual Listing Agent: \_\_\_\_\_  
 Acting as a Designated Dual Agent (check only if applicable)  
License #: \_\_\_\_\_  
Listing Agent Phone#: \_\_\_\_\_  
Listing Agent Fax#: \_\_\_\_\_  
Listing Agent E-mail: \_\_\_\_\_



**ACKNOWLEDGMENT OF RECEIPT OF MONIES**

Seller: \_\_\_\_\_ ("Seller")

Buyer: \_\_\_\_\_ ("Buyer")

Property: \_\_\_\_\_ ("Property")

**SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE**

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ \_\_\_\_\_, receipt of which Seller hereby acknowledges.

Date \_\_\_\_\_ Seller: \_\_\_\_\_  
(Signature)

Date \_\_\_\_\_ Seller: \_\_\_\_\_  
(Signature)

**ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT**

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an Initial Earnest Money Deposit in the amount of \$ \_\_\_\_\_. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date \_\_\_\_\_ Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name)

**ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF (ADDITIONAL) EARNEST MONEY DEPOSIT**

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an (Additional) Earnest Money Deposit in the amount of \$ \_\_\_\_\_. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the (Additional) Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date \_\_\_\_\_ Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name)

# STATE OF THE COUNTY

## Community Beautification and Recycling





Education



Community Beautification



Recycling & Waste Reduction

# KCCCB Mission

To promote education and responsible behavior regarding littering, recycling, proper solid waste management, and beautification through positive individual and community involvement which will enhance the quality of life for all.

**2015 Annual Meeting**  
**Conover Station**  
**Thursday, June 4**



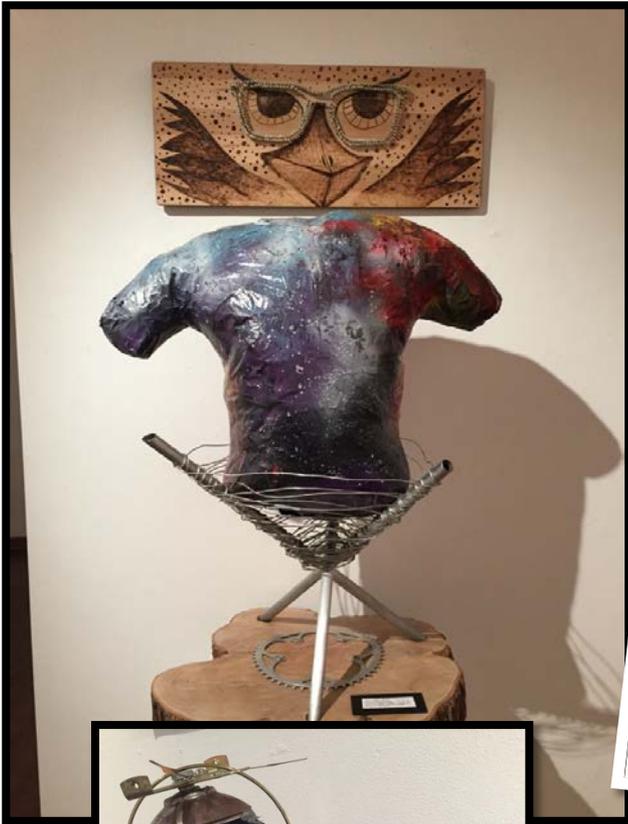
# Recycled Art Contest

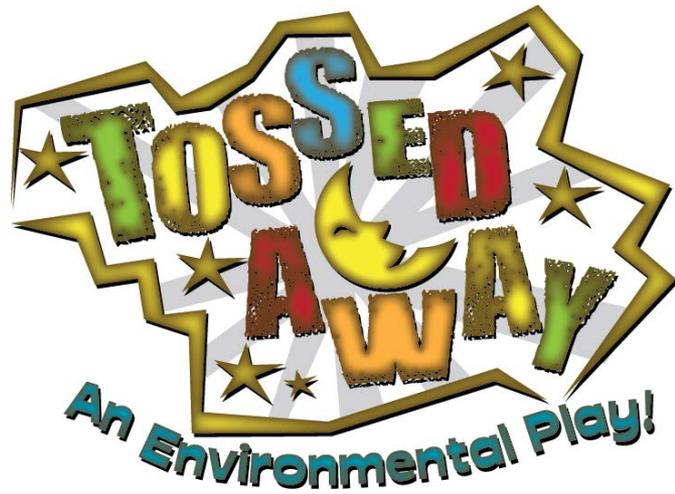
Increase environmental awareness by asking students to use recycled materials and inspire eco-creativity through art



HICKORY  
MUSEUM  
OF ART

# Recycled Art Contest





# Environmental Play

Provide a live theatre experience for students to learn how littering and pollution affect the Earth and what they can do to help keep Catawba County clean, green, and litter free



# Blackburn Resource Recovery Facility Tours



Educational  
presentations  
and tours are  
given at the  
Blackburn facility  
regularly



**20 organizations represented**

# Litter Sweeps



Recruit volunteers to remove litter from Catawba County roadways and public spaces

# Local Code Compliance



**536 cases  
closed**



Provide information and assistance enabling citizens and property owners of Catawba County to obtain compliance

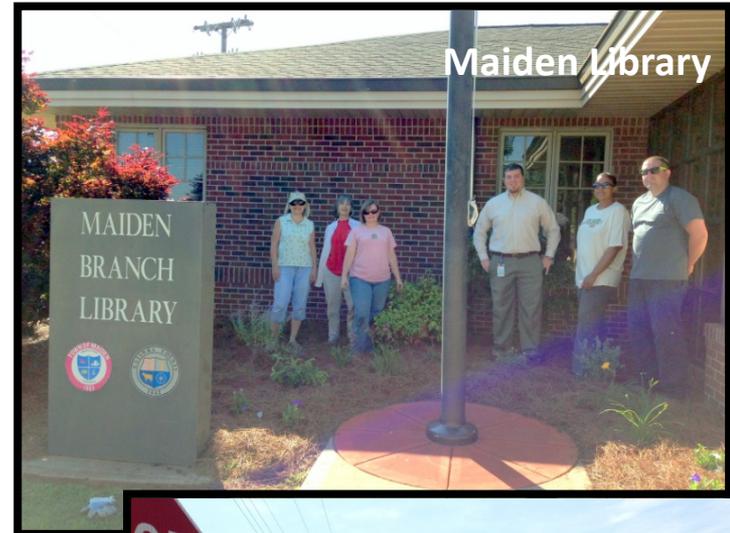
# Community Beautification



Beautify public spaces  
and encourage  
community ownership



# Community Beautification



## New Projects

Sipe's Orchard Home – May 15

Town of Catawba Veterans Garden of Honor – July 1





# REUSABLE BAG ART CONTEST

Prevent litter,  
encourage reusable  
bag use, and  
increase  
environmental  
awareness



**3 school systems**

**10 schools**

**325 student entries**

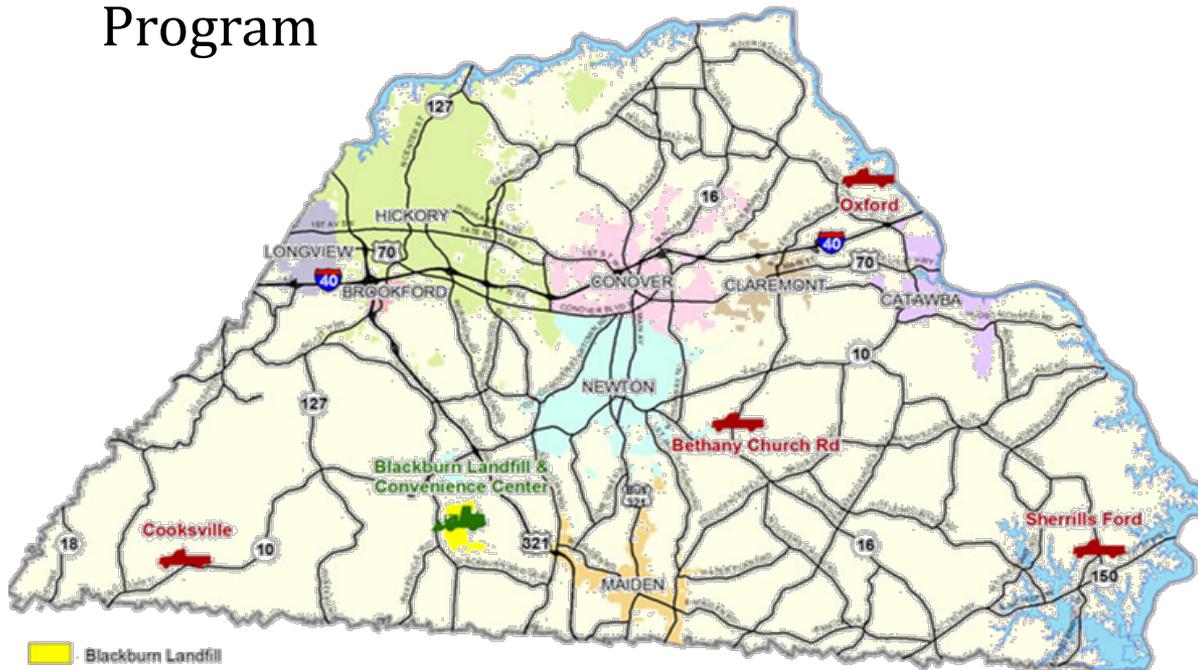
Purchase reusable bags featuring the winning students' artwork at local Lowes Foods grocery stores in May



# Residential Recycling Programs

85.52% participation in curbside recycling

19,346 households served by Convenience Center Recycling Program



-  Blackburn Landfill
-  Blackburn Landfill & Convenience Center Location
-  Convenience Center Locations



# Commercial Recycling Program

Recognize Catawba County businesses that operate in an environmentally friendly manner

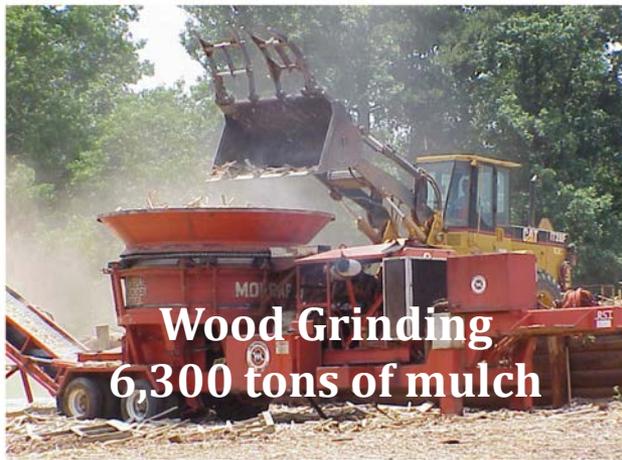


# Recycling at Blackburn Facility

**White Goods and Scrap Metal  
106 tons Recycled**



**Asphalt Shingles  
200 tons Recycled**



**Wood Grinding  
6,300 tons of mulch**

**Used Tires  
2,900 tons Recycled**



# Recycling at Blackburn Facility



# Household Hazardous Waste



Since the year 2000, we have safely disposed of  
**over 2 million pounds** of hazardous waste!

# Recycling and Waste Reduction

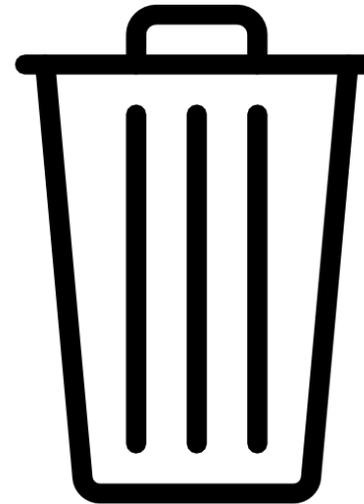
CATAWBA COUNTY RANKED **#1**  
AGAIN FOR TOTAL PUBLIC  
RECYCLING IN 2014



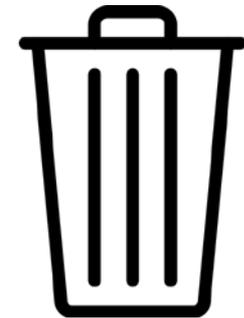
CATAWBA COUNTY  
507.55 POUNDS PER CAPITA

36.42% reduction

1.51 tons



1989



.96 tons

2014

**Catawba County can run its landfill for another  
70 years!**



**Questions?**