

## AGENDA

Catawba County Board of Commissioners Meeting  
Monday, April 4, 2016, 9:30 a.m.  
Robert E. Hibbits 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 March 7, 2016, the Special Meeting and Closed Session of March 17, 2016, the Special Meeting of March 21, 2016, and the Special Meeting and Closed Session of March 24, 2016.
5. Recognition of Special Guests.
6. Public Comments.
7. Presentations:
  - a. Lineman Appreciation Day Proclamation. *Presented to Duke Energy District Manager Robin Nicholson.*
  - b. Volunteer Week in Catawba County Proclamation. *Presented to Cheryl Abee, Director, Volunteer Center/Information & Referral, Catawba County United Way.*
  - c. National Public Safety Telecommunications Week Proclamation. *Presented to Telecommunications Administrator Brian Drum and Telecommunications Shift Supervisors Tammy Saunders and Robert Reid.*
  - d. National Library Week Proclamation. *Presented to Assistant Library Director Siobhan Loendorf and Library Public Information Officer Paul Foster.*
  - e. Child Abuse Prevention Month Proclamation. *Presented to Children's Advocacy & Protection Center Executive Director Adrienne Opdyke.*
  - f. National Public Health Week Proclamation. *Presented to Assistant Public Health Director Kelly Isenhour.*
  - g. National County Government Month Proclamation. *Presented to Sheriff Coy Reid, Vice-Commander of the Catawba County Rescue Association Donny Houston, Vice-President of the Catawba County Firefighter's Association Pete Weinrich, Emergency Services Director Bryan Blanton and Catawba County Employee of the Year Melanie Sigmon.*
8. Appointments.
9. Consent Agenda:
  - a. Approval of Audit Contract.
  - b. Temporary Grading Easement Agreement.
10. Departmental Reports.
  - A. Emergency Services.

Supplemental Appropriation for FEMA Mitigation Grant. *Presented by Emergency Management Coordinator Karyn Yaussy and Emergency Services Director Bryan Blanton.*

**B. Utilities and Engineering.**

1. *Davis Road Water Extension. Presented by Director of Utilities and Engineering Barry Edwards.*
2. *Site Improvements for NC Data Campus – Phase B Project Award. Presented by Director of Utilities and Engineering Barry Edwards.*
3. *Update on Justice Center Project. Presented by Director of Utilities and Engineering Barry Edwards and Construction and Project Manager John Cameron.*

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, April 18, 2016, at 7:00 p.m. in the Robert E. Hibbits Meeting Room, 1924 Courthouse, 30 North College Avenue, Newton.



**PREVIEW OF BOARD OF COMMISSIONERS AGENDA  
MONDAY, APRIL 4, 2016, 9:30 A.M.  
ROBERT E. HIBBITTS MEETING ROOM  
1924 COURTHOUSE, NEWTON, N.C.**



The Catawba County Board of Commissioners will consider awarding a bid for site improvements at the planned NC Data campus to Neill Grading & Construction, Inc. of Hickory, when the Board meets at 9:30 a.m. on Monday, April 4, 2016, at the 1924 Courthouse at 30 North College Avenue in Newton. The Data Campus is a 70-acre multi-jurisdictional business park partnership between Catawba County, the Cities of Conover and Hickory, and the Towns of Maiden and Catawba, designed to be marketed primarily for data center recruitment and funded by a portion of the ¼ cent sales tax revenue approved by voters in 2007.

The Board will also consider accepting a grant in the amount of \$936,774.99 from the Federal Department of Homeland Security and the North Carolina Department of Public Safety to mitigate damage to five properties from the July 2013 flooding. The Board will consider approving a contract between Catawba County and Martin Starnes & Associates of Hickory for auditing services for Fiscal Year 2015-16. The Board will consider awarding a bid for extension of a water line along Davis Road to Hickory Sand Company of Hickory to address water quality issues associated with a dead-end water line on Water Plant Road. The Board will consider granting a Temporary Grading Easement Agreement to Lake Hickory Partners, LLC, on property at 56 29th Ave. NE, in Hickory that is in the County's name but was purchased with funds from Catawba Valley Medical Center, for work needed in connection with the construction of a Publix store. And the Board will receive an update on the ongoing expansion to the Catawba County Justice Center.

The Board will also issue proclamations for Lineman Appreciation Day, Volunteer Week in Catawba County, National Public Safety Telecommunications Week, National Public Health Week, National Library Week, Child Abuse Prevention Month and County Government Month.

**PRESENTATIONS**

**A.** The Board will issue a proclamation declaring April 18, 2016, as Lineman Appreciation Day in honor of the linemen of Duke Energy whose dedication keeps energy flowing and lights glowing for the County's citizens.

**B.** The Board will issue a proclamation declaring April 10-16, 2016, as Volunteer Week in Catawba County, honoring dedicated volunteers and urging citizens to devote a portion of their lives to people in need or an important cause or group.

**C.** The Board will issue a proclamation declaring April 10-16, 2016, as National Public Safety Telecommunications Week and recognizing the men and women whose diligence and professionalism keep the county and citizens safe.

**D.** The Board will issue a proclamation declaring April 10-16, 2016, as National Library Week and encourage all residents to visit the library to explore what is new at their library and engage with their librarian.

**E.** The Board will issue a proclamation declaring April 2016 as Child Abuse Prevention Month. The proclamation urges all citizens to increase their participation in efforts to prevent child abuse.

**F.** The Board will issue a proclamation declaring April 4-10, 2016, as National Public Health Week. The proclamation commends Catawba County Public Health's efforts to make the healthy choice the easy choice for everyone in the community through enhanced opportunities for physical activity, increased access to healthy nutritional options and the creation of tobacco-free environments.

**G.** The Board will issue a proclamation declaring April 2016 as County Government Month in Catawba County. The theme of this proclamation is to encourage counties to focus on strengthening the safety and security of their communities and on recognizing the programs and professional local government employees working to provide safety and security.

**CONSENT AGENDA**

**A.** The Board will consider approval of an audit contract between Catawba County and Martin Starnes & Associates for auditing services for fiscal year 2015-16. North Carolina General Statute 159-34 requires that local governments have their financial accounts audited each fiscal year and submit a copy of the audit to the Local Government Commission. In

response to the general statute, staff recommends retaining the services of Martin Starnes & Associates to conduct the audit of the County's financial records for the fiscal year ending June 30, 2016. Martin Starnes & Associates has extensive experience auditing North Carolina local governments and has been the auditor for Catawba County since 2001. The proposed fee for fiscal year 2015-16 is \$48,500, an increase of \$1,375 over the prior fiscal year services.

As part of the engagement, Martin Starnes & Associates shall audit all statements and disclosures required by generally accepted accounting principles and additional required legal statements and disclosures of all funds and/or divisions of the County. After completing the audit, the firm will submit to the Board a written report of audit and furnish the required number of copies of the audit report as soon as practical after the close of the accounting period. Martin Starnes & Associates will communicate timely and directly to the Board on matters related to the financial statement audit that are, in the auditor's professional judgment, significant and relevant to the responsibilities of those charged with overseeing the financial reporting process. The Board's Finance and Personnel Subcommittee recommends approval of this contract.

**B.** The Board will consider approval of a Temporary Grading Easement Agreement for Lake Hickory Partners, LLC. Property located at 56 29<sup>th</sup> Ave. NE, Hickory, North Carolina is in the County's name but was purchased with funds from Catawba Valley Medical Center. The vacant parcel is adjacent to where Publix intends to build a store. In order to construct its store, Publix needs to go on to the property referenced above. There will be some grading to the property which will be an improvement. The Board's Policy and Public Works Subcommittee recommends approval of the Temporary Grading Easement Agreement with Lake Hickory Partners, LLC.

## **DEPARTMENTAL REPORTS**

### **A. EMERGENCY SERVICES**

The Board will consider a supplemental appropriation for a Mitigation Grant to be fully funded by the Federal Department of Homeland Security and the North Carolina Department of Public Safety in the amount of \$936,774.99. Catawba County is being awarded mitigation project grant funding because of the July 27, 2013, flooding and the resulting Presidential Major Disaster Declaration for Public Assistance. The State of North Carolina has been awarded Federal Department of Homeland Security Mitigation Grant monies to fund projects that reduce overall disaster risks for people and property, and reduce reliance on disaster recovery funds. Approved grant activities include: the voluntary acquisition of four private properties (i.e. structures and land) for open space conversion; and elevating one existing private structure to avoid flooding, including conducting hydrologic and hydraulic studies/analyses, engineering studies, and drainage studies related to the mitigation project. Typically, these types of mitigation projects have a 25% non-federal cost share. In this case, the State of North Carolina will be paying the entire cost-share.

Hazard mitigation actions are taken to reduce or eliminate the long-term risk to life and property from a variety of hazards. Mitigation can occur before, during and after a disaster. It has been shown that mitigation is most effective when based on a comprehensive, long-term plan that is developed before a disaster occurs. Catawba County's mitigation planning efforts began as early as 2001 and the County has had an approved Multi-Jurisdictional Natural Hazard Mitigation Plan since 2004. This plan approved by the Federal Emergency Management Agency was updated in 2009 and again in 2014.

In order to be eligible to participate in the Department of Homeland Security Pre-Disaster Mitigation Grant program, Catawba County must maintain a current Multi-Jurisdictional Hazard Mitigation Plan. This approved mitigation project involves the voluntary acquisition or elevation of five residential properties in Catawba County and is supported by mitigation strategies, both local and regional, within the current plan.

This is the second of two requests Emergency Services has made regarding the mitigation project. The first in September 2014 was to designate Bryan Blanton, Director of Emergency Services, as Primary Agent and Karyn Yaussy, Emergency Management Coordinator, as Secondary Agent for the Mitigation Grant. This second report is to request a supplemental appropriation of \$936,774.99 for the projects which will be fully reimbursed by the Department of Homeland Security and State of North Carolina. The Board's Finance and Personnel Subcommittee recommends this supplemental appropriation.

### **B. UTILITIES AND ENGINEERING**

**1.** The Board will consider awarding a bid for construction of the Davis Road Water Extension to Hickory Sand Company of Hickory, North Carolina, in the amount of \$771,261; approving a Loan Contract with the Town of Maiden for repayment of 75% of total project costs; appropriating \$73,563 to the project, and authorizing Board Chair Randy Isenhower to execute the Loan Contract.

The Town of Maiden approached Catawba County about installing a water line along Davis Road due to water quality issues associated with a dead-end water line on Water Plant Road. Maiden approved a Loan Agreement with Catawba County at its January 4, 2016, Town Council meeting. Beginning at the dead-end water line on Water Plant Road, the project would extend water along Davis Road, a portion of Buffalo Shoals Road, and Beal Road. Francis Lane, a private road intersecting Davis Road, will be served by a water line the Town of Maiden is installing. This project would provide municipal water to 48 households and one chicken farm.

On March 10, 2016, Catawba County received a total of three bids for the Davis Road Water Project. Based on the review of the bids and qualifications, Davis & Floyd (the design engineer) recommends the bid be awarded to Hickory Sand Company of Hickory, North Carolina for \$771,261. This project was bid with a base bid and an alternate bid. The Town of Maiden requested all concrete and asphalt driveways be bored under, rather than open-cut, during water line installation. The alternate bid is the addition of the driveway bores. Boring a driveway is more expensive than open-cut and patching, but it doesn't require the arduous task of trying to match concrete colors or overlaying asphalt. For aesthetic reasons, property owners generally prefer that driveways not have patches. Hickory Sand Company was the responsive, responsible low bidder for both the base bid and the alternate bid.

From the date of a Notice to Proceed, the contractor will have 180 calendar days to substantially complete the project. This project was funded in the County's Capital Improvement Plan with a project estimate of \$825,862. Appropriating \$73,563 from the Water and Sewer Enterprise Fund Balance covers three items: the alternate bid, construction administration contract with Hulsey, McCormick, & Wallace, Inc, and a 5% construction contingency. The Board's Policy and Public Works Subcommittee recommends awarding the bid for construction of the Davis Road Water Extension to Hickory Sand Company, in the amount of \$771,261; approving a Loan Contract with Town of Maiden for repayment of 75% of total project costs; appropriating \$73,563 to the project, and authorizing Chair Isenhower to execute the Loan Contract.

**2.** The Board will consider awarding a bid for Site Improvements for the NC Data Campus-Phase B to Neill Grading & Construction Company, Inc. of Hickory, North Carolina in the amount of \$2,146,885. The NC Data Campus is a 70-acre multi-jurisdictional business park partnership between Catawba County, the Cities of Conover and Hickory, and the Towns of Maiden and Catawba. Funded by a portion of the ¼ cent sales tax revenue, the park will bolster Catawba County's economic development efforts by providing up to three shovel-ready sites marketed primarily for data center recruitment.

The site improvements generally consist of clearing and grubbing, all necessary erosion control measures, earthwork, storm drainage conveyance and detention, water line extension with services, sewer line extension, electrical conduit extension, sidewalks, curb and gutter, asphalt roadway construction, gravel roadway construction, and site stabilization. Catawba County received a total of eight bids for the project from the following on March 1, 2016: Neill Grading & Construction, \$2,389,440; Graham County Land Co., \$2,595,620; Midstate Construction, \$2,687,005; M&M Construction, \$2,926,645; DH Griffin Infrastructure, \$2,997,230; Triangle Grading & Paving, \$3,153,500; Anson Construction, \$3,415,919; and Blythe Development, \$3,829,374.

In review of the current status of the NC Data Campus' overall budget, County staff and staff from the City of Conover recognized that the total bid amount submitted by Neill Grading and Construction for the Site Development for Phase B exceeded the available funding. Therefore, on behalf of the County, the project engineer negotiated with Neill Grading and Construction to reduce the scope of work for the project according to the unit prices provided in their bid.

Based on the uncertainties of the end user for the property and considering the relative expense of electrical construction, it has been determined that the electrical conduit extension, Bid Item Nos. 40, 41, and 42, should be removed from the project scope. Removing these three bid items will reduce the contract amount by \$242,555, which is sufficient for the project to comply with available funding. Neill Grading and Construction Company is appropriately licensed with the North Carolina Licensing Board for General Contractors to perform the site improvements and is recommended by McGill Associates to be awarded the Site Development for NC Data Campus-Phase B Project in the reduced amount of \$2,146,885. The Board's Policy and Public Works Subcommittee recommends awarding the bid to Neill Grading and Construction Company, Inc. of Hickory in the amount of \$2,146,885.

**3.** The Board will receive an update on the ongoing expansion to the Catawba County Justice Center.

CONTACT: DAVE HARDIN, PUBLIC INFORMATION OFFICER 465-8464

**Government of Catawba County, North Carolina**

*"Keeping the Spirit Alive Since 1842!"*

# PROCLAMATION

## **LINEMAN APPRECIATION DAY**

**APRIL 18, 2016**

**WHEREAS,** linemen are often first responders during storms and other catastrophic events, working to make the scene safe for other public safety heroes; and

**WHEREAS,** linemen work with thousands of volts of electricity high atop power lines 24 hours a day, 365 days a year, to keep electricity flowing; and

**WHEREAS,** linemen must often work under dangerous conditions, far from their families, to construct and maintain the energy infrastructure of the United States; and

**WHEREAS,** linemen put their lives on the line every day, with little recognition from the community regarding the danger of their work.

**NOW THEREFORE, THE CATAWBA COUNTY BOARD OF COMMISSIONERS** does hereby proclaim April 18, 2016, as **LINEMAN APPRECIATION DAY** in Catawba County in honor of the linemen of Duke Energy whose dedication keeps energy flowing and lights glowing for our County's citizens.

This the 4<sup>th</sup> day of April, 2016.

C. Randall Isenhower, Chair  
Catawba County Board of Commissioners

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

*“Keeping the Spirit Alive Since 1842!”*

# **P**ROCLAMATION

## **VOLUNTEER WEEK IN CATAWBA COUNTY APRIL 10-16, 2016**

**WHEREAS**, the foundation of a humane and just society is the people’s willingness to work together for the common good; and

**WHEREAS**, experience teaches us that government by itself cannot solve all of our nation’s social problems; and

**WHEREAS**, our country’s volunteer force of millions of caring people is a great treasure; and

**WHEREAS**, self-sacrificing individuals mobilized to help other can stem the tide of poverty, hunger, homelessness, spouse and child abuse, and other problems that afflict society; and

**WHEREAS**, the giving of oneself in service to another empowers the giver and the recipient; and

**WHEREAS**, volunteering creates an opportunity to better oneself; and

**WHEREAS**, it is the duty of all our citizens to honor our dedicated volunteers and celebrate the volunteer programs that contribute to the life of our communities throughout Catawba County.

**NOW, THEREFORE, THE CATAWBA COUNTY BOARD OF COMMISSIONERS** does hereby proclaim April 10-16, 2016 as **Volunteer Week in Catawba County** and urges our fellow citizens to observe this period by considering how they can devote a portion of their lives each week to people in need, or to an important cause or group.

This the 4<sup>th</sup> day of April, 2016.

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

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

*“Keeping the Spirit Alive Since 1842!”*

# **P**ROCLAMATION

## **NATIONAL PUBLIC SAFETY TELECOMMUNICATIONS WEEK APRIL 10 - 16, 2016**

**WHEREAS**, emergencies can occur at anytime that require law enforcement, fire, or emergency medical services; and

**WHEREAS**, when an emergency occurs, the prompt response of law enforcement officers, firefighters, and paramedics is critical to the protection of life and preservation of property; and

**WHEREAS**, the safety of our law enforcement officers, firefighters, and paramedics is dependent upon the quality and accuracy of information obtained from citizens who telephone the Catawba County E-911 Communications Center; and

**WHEREAS**, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and

**WHEREAS**, Public Safety Telecommunicators are the single vital link for our law enforcement officers, firefighters, and paramedics by monitoring their activities by radio, providing them information, and insuring their safety; and

**WHEREAS**, Public Safety Telecommunicators of the Catawba County E-911 Communications Center have contributed substantially to the apprehension of criminals, suppression of fires, and treatment of patients; and

**WHEREAS**, each dispatcher has exhibited compassion, understanding, and professionalism during the performance of their job in the past year.

**NOW, THEREFORE, THE CATAWBA COUNTY BOARD OF COMMISSIONERS** does hereby proclaim April 10 - 16, 2016 as **National Public Safety Telecommunications Week** in Catawba County in honor of the men and women whose diligence and professionalism keep our county and citizens safe.

This the 4th day of April, 2016.

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

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

*“Keeping the Spirit Alive Since 1842!”*

## **PROCLAMATION**

### ***National Library Week 2016***

**WHEREAS**, libraries are not just about what we have for people, but what we do for and with people; and

**WHEREAS**, libraries have long served as trusted and treasured institutions, and library workers and librarians fuel efforts to better their communities, campuses and schools; and

**WHEREAS**, libraries are evolving in order to serve their communities and to continue to fulfill their role in leveling the playing field for all who seek information and access to technologies; and

**WHEREAS**, libraries and librarians open up a world of possibilities through innovative STEAM programming, Makerspaces, job-seeking resources and the power of reading; and

**WHEREAS**, libraries and librarians are looking beyond their traditional roles and providing more opportunities for community engagement and deliver new services that connect closely with citizens’ needs; and

**WHEREAS**, libraries support democracy and effect social change through their commitment to provide equitable access to information for all library users regardless of race, ethnicity, creed, ability, sexual orientation, gender identity or socio-economic status; and

**WHEREAS**, libraries, librarians, library workers and supporters across America are celebrating National Library Week.

**NOW, THEREFORE**, the Catawba County Board of Commissioners does hereby proclaim April 10-16, 2016, as National Library Week and encourages all residents to visit the library and explore what’s new at your library, and engage with your librarian. Because of you, Libraries Transform.

This 4th day of April, 2016.

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

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

*“Keeping the Spirit Alive Since 1842!”*

# **P**ROCLAMATION

## **CHILD ABUSE PREVENTION MONTH**

**WHEREAS**, child abuse prevention is a community effort and finding solutions depends on the involvement of people throughout the community; and

**WHEREAS**, child abuse and neglect is an ongoing tragedy; and

**WHEREAS**, the effects of child abuse are felt by whole communities and need to be addressed by the entire community; and

**WHEREAS**, effective child abuse prevention programs succeed because of partnerships created between the courts, social service agencies, schools, religious organizations, law enforcement agencies, and the business community; and

**WHEREAS**, all citizens should become more aware of child abuse and its prevention within the community, and become involved in supporting parents to raise their children in a safe, nurturing environment.

**NOW, THEREFORE, THE CATAWBA COUNTY BOARD OF COMMISSIONERS** does hereby proclaim April 2016 as **CHILD ABUSE PREVENTION MONTH** in Catawba County and urges all citizens to increase their participation in efforts to prevent child abuse, thereby strengthening the community in which we live.

This the 4th day of April, 2016.

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

# *Government of Catawba County, North Carolina*

*“Keeping the Spirit Alive Since 1842!”*

## **PROCLAMATION**

### **NATIONAL PUBLIC HEALTH WEEK**

**April 4-10, 2016**

**WHEREAS**, we hope Catawba County residents will live long, healthy lives free from injury and diseases like cancer, heart disease, chronic respiratory disease and stroke, which are the top four causes of death in Catawba County; and

**WHEREAS**, we assert that everyone deserves the opportunity for a long and healthy life; and

**WHEREAS**, we recognize prevention is paramount to preserving the health of our community; and

**WHEREAS**, we recognize tobacco, physical inactivity, and poor nutrition as contributors to more than half of deaths in Catawba County; and

**WHEREAS**, in acknowledgement of the devastating impact of poor health on our citizens, we encourage everyone to eat well, exercise, get regular check-ups, and make conscious choices that will improve their health and the health of their families; and

**WHEREAS**, the Catawba County Public Health Team performs valuable work in assessing and addressing the health needs of the County through prevention and treatment.

**NOW, THEREFORE, THE CATAWBA COUNTY BOARD OF COMMISSIONERS** does hereby proclaim the week of April 4-10, 2016, as **“NATIONAL PUBLIC HEALTH WEEK”** and commends Catawba County Public Health’s efforts to make the healthy choice the easy choice for everyone in our community through enhanced opportunities for physical activity, increased access to healthy nutritional options, and the creation of tobacco-free environments.

This the 4th day of April, 2016.

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

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

*“Keeping the Spirit Alive Since 1842!”*

## **PROCLAMATION**

### **National County Government Month - April 2016**

#### **“Safe and Secure Counties”**

**WHEREAS**, the nation's 3,069 counties and their professional employees, serving more than 300 million Americans, provide essential services to create healthy, safe and vibrant communities; and

**WHEREAS**, Catawba County and its employees take pride in their responsibility to protect and enhance the health, welfare and safety of its residents in sensible and cost-effective ways; and

**WHEREAS**, through National Association of Counties (NACo) President Sallie Clark's "Safe and Secure Counties" initiative, NACo is encouraging counties to focus on strengthening the safety and security of their communities; and

**WHEREAS**, each year since 1991, the National Association of Counties has encouraged counties across the country to actively promote their own programs and services to the public they serve; and

**WHEREAS**, when Sheriff's deputies, paramedics, firefighters and other public safety personnel respond to the scene of an emergency, they help keep us safe and secure; and when building inspectors ensure a new house was constructed according to code, they are doing the same. When landfill planners and staff follow the laws that govern solid waste disposal, they're working to keep us environmentally safe; and

**WHEREAS**, when Public Health professionals conduct a clinic for expectant mothers, they are working for the safety and security of the next generation; when staff at a County Library assist young people researching career opportunities, they're inspiring those who will keep us safe and secure in the future; when staff at Social Services provide Meals on Wheels and Seniors Morning Out programs, they are helping those who raised the current generations feel more secure. And when budget planners and personnel in the County Finance, Human Resources and Tax Offices plan for the cost, staffing and funding of these services and many more, they also help keep our county "safe and secure".

**NOW, THEREFORE, BE IT RESOLVED THAT** the Catawba County Board of Commissioners does hereby proclaim April 2016 as National County Government Month and encourages all County officials, employees, schools and residents to participate in this celebration of county government.

This the 4th day of April, 2016.

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

## APPOINTMENTS

**RANDY ISENHOWER (Upcoming) Economic Development Corporation**

**06/30/16**

**Mike Curtis**

**Resigned**

**Chair Isenhower recommends the appointment of Susanne Swinnie for an unexpired term and a first term on the Economic Development Corporation Board of Directors to succeed Mike Curtis. These terms will expire June 30, 2019.**

## MEMORANDUM

**To:** Catawba County Board of Commissioners  
**From:** Finance and Personnel Subcommittee  
**Date:** April 4, 2016  
**Subject:** Approval of Audit Contract

### Request

The Finance and Personnel Subcommittee recommends the approval of an audit contract between Catawba County and Martin Starnes & Associates for auditing services for the fiscal year 2015-16.

### Background

North Carolina General Statute 159-34 requires that local governments have their financial accounts audited each fiscal year and submit a copy of the audit to the Local Government Commission. In response to the general statute, staff recommends retaining the services of Martin Starnes & Associates to conduct the audit of the County's financial records for the fiscal year ending June 30, 2016.

### Review

Martin Starnes & Associates has extensive experience auditing North Carolina local governments and has been the auditor for Catawba County since 2001. The proposed fee for fiscal year 2015-16 is \$48,500, an increase of \$1,375 over the prior fiscal year services.

As part of the engagement, Martin Starnes & Associates shall audit all statements and disclosures required by generally accepted accounting principles (GAAP) and additional required legal statements and disclosures of all funds and/or divisions of the County. After completing the audit, the firm will submit to the Board a written report of audit and furnish the required number of copies of the audit report as soon as practical after the close of the accounting period. Martin Starnes & Associates will communicate timely and directly to the Board on matters related to the financial statement audit that are, in the auditor's professional judgment, significant and relevant to the responsibilities of those charged with governance in overseeing the financial reporting process.

### Recommendation

The Finance and Personnel Subcommittee recommends approval of the contract between the County and Martin Starnes & Associates in the amount of \$48,500 for auditing services for fiscal year 2015-16.

# MARTIN ♦ STARNES & ASSOCIATES, CPAs, P.A.

*"A Professional Association of Certified Public Accountants and Management Consultants"*

February 29, 2016

Jeanne Jarrett, Interim Finance Officer  
Catawba County  
100-A Southwest Blvd  
Newton, NC 28658

You have requested that we audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of Catawba County, as of June 30, 2016, and for the year then ended, and the related notes to the financial statements, which collectively comprise Catawba County's basic financial statements as listed in the table of contents.

In addition, we will audit the entity's compliance over major federal and State award programs for the period ended June 30, 2016. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal and State award programs.

Accounting principles generally accepted in the United States of America require that certain supplementary information, such as Management's Discussion and Analysis, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis
- Law Enforcement Officers' Special Separation Allowance schedules
- Other Post-Employment Benefits' schedules
- Local Government Employees' Retirement System's schedules
- Register of Deeds' Supplemental Pension Fund's schedules

Supplementary information other than RSI will accompany Catawba County's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Combining and individual fund financial statements
- Budget and actual schedules
- Supplemental ad valorem tax schedules
- Other schedules
- Schedule of Expenditures of Federal and State Awards

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information:

- Introductory section
- Statistical section

We will make reference to the component unit auditors' audits of the Catawba Valley Medical Center and the Catawba County ABC Board in our report on your financial statements.

### **Schedule of Expenditures of Federal and State Awards**

We will subject the Schedule of Expenditures of Federal and State Awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the Schedule of Expenditures of Federal and State Awards is presented fairly in all material respects in relation to the financial statements as a whole.

### **Data Collection Form**

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, Schedule of Expenditures of Federal and State Awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the Federal Audit Clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the Federal Audit Clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

## **Audit of the Financial Statements**

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act. Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

We will issue a written report upon completion of our audit of Catawba County's basic financial statements. Our report will be addressed to the governing body of Catawba County. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

## **Audit of Major Program Compliance**

Our audit of Catawba County's major federal and State award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; the Uniform Guidance, and the State Single Audit Implementation Act, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and the State Single Audit Implementation Act and other procedures we consider necessary to enable us to express such an opinion on major federal and State award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance and the State Single Audit Implementation Act require that we also plan and perform the audit to obtain reasonable assurance about whether the entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal and State award programs. Our procedures will consist of determining major federal and State programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and the State Single Audit Implementation Act.

Also, as required by the Uniform Guidance and the State Single Audit Implementation Act, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal and State award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal and State award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

### **Management's Responsibilities**

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;
3. For safeguarding assets;
4. For identifying all federal and State awards expended during the period including federal awards and funding increments received prior to December 26, 2014, and those received in accordance with the Uniform Guidance generally received after December 26, 2014;
5. For preparing the Schedule of Expenditures of Federal and State Awards (including notes and noncash assistance received) in accordance with the Uniform Guidance and State Single Audit Implementation Act requirements;
6. For the design, implementation, and maintenance of internal control over compliance;
7. For identifying and ensuring that the entity complies with laws, regulations, grants, and contracts applicable to its activities and its federal and State award programs;
8. For following up and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
9. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
10. For submitting the reporting package and data collection form to the appropriate parties;
11. For making the auditor aware of any significant vendor relationships where the vendor is responsible for program compliance;

12. To provide us with:
  - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal and State award programs, such as records, documentation, and other matters;
  - b. Additional information that we may request from management for the purpose of the audit; and
  - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
13. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole; and
14. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

We will provide copies of our reports to Catawba County; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

## **Fees**

Paula Hodges is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising Martin Starnes & Associates, CPAs, P.A.'s services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. To ensure that our independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Our fees for these services are stated in the Contract to Audit Accounts. Our invoices for these fees will be rendered in four installments as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for non-payment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use Catawba County's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.

We want our clients to receive the maximum value for our professional services and to perceive that our fees are reasonable and fair. In working to provide you with such value, we find there are certain circumstances that can cause us to perform work in excess of that contemplated in our fee estimate.

Following are some of the more common reasons for potential supplemental billings:

### *Changing Laws and Regulations*

There are many governmental and rule-making boards that regularly add or change their requirements. Although we attempt to plan our work to anticipate the requirements that will affect our engagement, there are times when this is not possible. We will discuss these situations with you at the earliest possible time in order to make the necessary adjustments and amendments in our engagement.

### *Incorrect Accounting Methods or Errors in Client Records*

We base our fee estimates on the expectation that client accounting records are in order so that our work can be completed using our standard testing and accounting procedures. However, should we find numerous errors, incomplete records, or the application of incorrect accounting methods, we will have to perform additional work to make the corrections and reflect those changes in the financial statements.

### *Failure to Prepare for the Engagement*

In an effort to minimize your fees, we assign you the responsibility for the preparation of schedules and documents needed for the engagement. We also discuss matters such as availability of your key personnel, deadlines, and work space. If your personnel are unable, for whatever reasons, to provide these items as previously agreed upon, it might substantially increase the work we must do to complete the engagement within the scheduled time.

### *Starting and Stopping Our Work*

If we must withdraw our staff because of the condition of the client's records, or the failure to provide agreed upon items within the established timeline for the engagement, we will not be able to perform our work in a timely, efficient manner, as established by our engagement plan. This will result in additional fees, as we must reschedule our personnel and incur additional start-up costs.

### *Assistance with Financial Statement Drafting*

Your personnel is responsible for drafting the financial statements and related notes and the Schedule of Expenditures of Federal and State Awards. Upon completion of the drafted financial statements, we will review them and return them to you with suggested revisions. If significant assistance is needed to make those revisions, this will result in additional fees based on the amount of assistance required.

The contract fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our fees for such services range from \$75-\$250 per hour.

### **Other Matters**

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

The audit documentation for this engagement is the property of Martin Starnes & Associates, CPAs, P.A. and constitutes confidential information. However, we may be requested to make certain audit documentation available to the Local Government Commission, Office of the State Auditor, federal or State agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Martin Starnes & Associates, CPAs, P.A.'s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature. With respect to any nonattest services we perform, Catawba County's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

At the conclusion of our audit engagement, we will communicate to management and those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm to the Contract to Audit Accounts for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements and compliance over major federal and State award programs, including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

*Martin Starnes & Associates, CPAs, P.A.*

Martin Starnes & Associates, CPAs, P.A.  
Hickory, North Carolina

RESPONSE:

This letter correctly sets forth the understanding of Catawba County.

Acknowledged and agreed on behalf of Catawba County by:

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

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

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

**CONTRACT TO AUDIT ACCOUNTS**

Of Catawba County, NC  
Primary Governmental Unit  
N/A

Discretely Presented Component Unit (DPCU) if applicable

On this 29th day of February, 2016,

Auditor: Martin Starnes & Associates, CPAs, P.A. Auditor Mailing Address: \_\_\_\_\_

730 13th Avenue Drive SE, Hickory, NC 28602 Hereinafter referred to as The Auditor

and Board of Commissioners (Governing Board(s)) of Catawba County, NC  
(Primary Government)

and N/A: hereinafter referred to as the Governmental Unit(s), agree as follows:  
(Discretely Presented Component Unit)

1. The Auditor shall audit all statements and disclosures required by generally accepted accounting principles (GAAP) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit (s) for the period beginning July 1, 2015, and ending June 30, 2016. The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion will be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).
2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with generally accepted auditing standards. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB Circular A-133 Audits of States, Local Governments, and Non-Profit Organizations and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated workpapers may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit and/or workpapers are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC CPA Board).  
  
County and Multi-County Health Departments: The Office of State Auditor will designate certain programs that have eligibility requirements to be considered major programs in accordance with OMB Circular A-133 for the State of North Carolina. The LGC will notify the auditor and the County and Multi-Health Department of these programs. A County or a Multi-County Health Department may be selected to audit any of these programs as major.
3. If an entity is determined to be a component of another government as defined by the group audit standards - the entity's auditor will make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
4. This contract contemplates an unqualified opinion being rendered. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.
5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2011 revisions, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he has met the requirements for a peer review and continuing education as specified in *Government*

Governmental Unit

N/A

Discretely Presented Component Units (DPCU) if applicable

*Auditing Standards.* The Auditor agrees to provide a copy of their most recent peer review report regardless of the date of the prior peer review report to the Governmental Unit and the Secretary of the LGC prior to the execution of the audit contract (See Item 22). **If the audit firm received a peer review rating other than pass**, the Auditor shall not contract with the Governmental Unit without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to Government Accounting Standards or if financial statements are not prepared in accordance with GAAP and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to the State and Local Government Finance Division (SLGFD) within four months of fiscal year end. Audit report is due on: October 31, 2016. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay must be submitted to the secretary of the LGC for approval.
7. It is agreed that generally accepted auditing standards include a review of the Governmental Unit's systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor will make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his findings, together with his recommendations for improvement. That written report must include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.
8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. **Invoices for services rendered under these contracts shall not be paid by the Governmental Unit until the invoice has been approved by the Secretary of the LGC.** (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work must be submitted by email in PDF format to the Secretary of the LGC for approval. The invoices must be sent via upload through the current portal address: <http://nctreasurer.slgfd.leapfile.net> Subject line should read "Invoice – [Unit Name]. The PDF invoice marked 'approved' with approval date will be returned by email to the Auditor to present to the Governmental Unit for payment. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.
9. In consideration of the satisfactory performance of the provisions of this contract, the Primary Governmental Unit shall pay to the Auditor, upon approval by the Secretary of the LGC, the fee, which includes any cost the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (Federal and State grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. (Note: **Fees listed on signature pages.**)
10. If the Governmental Unit has outstanding revenue bonds, the Auditor shall include documentation either in the notes to the audited financial statements or as a separate report submitted to the SLGFD along with the audit report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor should be aware that any other bond compliance statements or additional reports required in the authorizing bond documents need to be submitted to the SLGFD simultaneously with the Governmental Unit's audited financial statements unless otherwise specified in the bond documents.

Governmental Unit

N/A

Discretely Presented Component Units (DPCU) if applicable

11. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the client or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board as soon as practical after the close of the accounting period.
12. If the audit firm is required by the NC CPA Board or the Secretary of the LGC to have a pre-issuance review of their audit work, there must be a statement added to the engagement letter specifying the pre-issuance review including a statement that the Governmental Unit will not be billed for the pre-issuance review. The pre-issuance review must be performed **prior** to the completed audit being submitted to the LGC. The pre-issuance report must accompany the audit report upon submission to the LGC.
13. The Auditor shall electronically submit the report of audit to the LGC as a text-based PDF file when (or prior to) submitting the invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the SLGFD by any interested parties. Any subsequent revisions to these reports must be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings, by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and other lawful purposes of the Governmental Unit without subsequent consent of the Auditor. If it is determined by the LGC that corrections need to be made to the Governmental Unit's financial statements, they should be provided within three days of notification unless another time frame is agreed to by the LGC.

If the OSA designates certain programs to be audited as major programs, as discussed in item #2, agreed-upon procedures report, a turnaround document and a representation letter addressed to the OSA shall be submitted to the LGC.

The LGC's process for submitting contracts, audit reports and invoices is subject to change. Auditors should use the submission process in effect at the time of submission. The most current instructions will be found on our website: <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>

14. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be varied or changed to include the increased time and/or compensation as may be agreed upon by the Governing Board and the Auditor
15. If an approved contract needs to be varied or changed for any reason, the change must be made in writing, on the Amended LGC-205 contract form and pre-audited if the change includes a change in audit fee. This amended contract needs to be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract, and then must be submitted through the audit contract portal to the Secretary of the LGC for approval. The portal address to upload your amended contract is <http://nctreasurer.slgfd.leapfile.net>. No change shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.
16. Whenever the Auditor uses an engagement letter with the Governmental Unit, Item #17 is to be completed by referencing the engagement letter and attaching a copy of the engagement letter to the contract to incorporate the engagement letter into the contract. In case of conflict between the terms of the engagement letter and the terms of

Governmental Unit

N/A

Discretely Presented Component Units (DPCU) if applicable

this contract, the terms of this contract will control. Engagement letter terms are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item #22 of this contract. Engagement letters containing indemnification clauses will not be approved by the LGC.

17. Special provisions should be limited. Please list any special provisions in an attachment.

See attached engagement letter.

18. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU must be named along with the parent government on this audit contract. Signatures from the DPCU Board chairman and finance officer also must be included on this contract.
19. The contract must be executed, pre-audited, physically signed by all parties including Governmental Unit and Auditor signatures and submitted in PDF format to the Secretary of the LGC. The current portal address to upload your contractual documents is <http://nctreasurer.slgfd.leapfile.net> Electronic signatures are not accepted at this time. Included with this contract are instructions to submit contracts and invoices for approval as of October 2015. These instructions are subject to change. Please check the NC Treasurer's web site at [www.nctreasurer.com](http://www.nctreasurer.com) for the most recent instructions.
20. The contract is not valid until it is approved by the LGC Secretary. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. **The audit should not be started before the contract is approved.**
21. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.
22. **E-Verify.** Auditor **shall comply** with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor **shall require** such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.
23. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted: (See Item 16 for clarification).

***SIGNATURE PAGES FOLLOW***

Contract to Audit Accounts (cont.)

Catawba County, NC

Governmental Unit

N/A

Discretely Presented Component Units (DPCU) if applicable

Catawba County, NC

- FEES

Year-end bookkeeping assistance – [For audits subject to Government Auditing Standards, this is limited to bookkeeping services permitted by revised Independence Standards]

Audit \$48,500

Preparation of the annual financial Statements

Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees above. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee.

The 75% cap for interim invoice approval for this audit contract is \$ 36,375

\*\* NA if there is to be no interim billing

Communication regarding audit contract requests for modification or official approvals will be sent to the email addresses provided in the spaces below.

Audit Firm Signature:

Martin Starnes & Associates, CPAs, P.A.

Name of Audit Firm

By Amber Y. McGhinnis, Senior Audit Manager

Authorized Audit firm representative name: Type or print

Amber Y. McGhinnis

Signature of authorized audit firm representative

Date February 29, 2016

amcghinnis@martinstarnes.com

Email Address of Audit Firm

Governmental Unit Signatures:

Catawba County, NC

Name of Primary Government

By C. Randall Isenhower, Chair

Mayor / Chairperson: Type or print name and title

Signature of Mayor/Chairperson of governing board

Date

By N/A

Chair of Audit Committee - Type or print name

N/A

\*\*

Signature of Audit Committee Chairperson

Date N/A

\*\* If Governmental Unit has no audit committee, mark this section "N/A"

Catawba County, NC

PRE-AUDIT CERTIFICATE: Required by G.S. 159-28

(a)

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act. Additionally, the following date is the date this audit contract was approved by the governing body.

By Jeanne C. Jarrett, Interim Finance Officer

Primary Governmental Unit Finance Officer:

Type or print name

Primary Government Finance Officer Signature

Date

(Pre-audit Certificate must be dated.)

jjarrett@catawbacountync.gov

Email Address of Finance Officer

Date Primary Government Governing Body

Approved Audit Contract - G.S. 159-34(a)

Contract to Audit Accounts (cont.) Catawba County, NC  
Governmental Unit  
N/A  
Discretely Presented Component Units (DPCU) if applicable

**\*\* This page to only be completed by Discretely Presented Component Units \*\***

N/A FEES  
Year-end bookkeeping assistance – [For audits subject to Government Auditing Standards, this is limited to bookkeeping services permitted by revised Independence Standards] \_\_\_\_\_

Audit N/A

Preparation of the annual financial Statements N/A

Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees above. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee.

The 75% cap for interim invoice approval for this audit contract is \$ N/A  
**\*\* NA if there is to be no interim billing**

Communication regarding audit contract requests for modification or official approvals will be sent to the email addresses provided in the spaces below.

DPCU Governmental Unit Signatures:  
N/A

Name of Discretely Presented Component Unit

By N/A

DPCU Board Chairperson: Type or print name and title

Signature of Chairperson of DPCU governing board

Date N/A

By N/A

Chair of Audit Committee - Type or print name

N/A \*\*

Signature of Audit Committee Chairperson

Date N/A

\*\* If Governmental Unit has no audit committee, mark this section "N/A"

N/A

PRE-AUDIT CERTIFICATE: Required by G.S. 159-28 (a)

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act. Additionally, the following date is the date this audit contract was approved by the governing body.

By N/A

DPCU Finance Officer:

Type or print name

N/A

DPCU Finance Officer Signature

Date N/A

(Pre-audit Certificate **must be dated.**)

N/A

Email Address of Finance Officer

Date DPCU Governing Body Approved Audit Contract - G.S. 159-34(a)

N/A

Governmental Unit

N/A

Discretely Presented Component Units (DPCU) if applicable

**Steps to Completing the Audit Contract**

1. Complete the Header Information – **NEW: If a DPCU is subject to the audit requirements as detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not issued for the DPCU and is to be included in the Primary Government’s audit, the DPCU must be named with the parent government on this Audit contract. The Board chairman of the DPCU also must sign the Audit contract.**
2. Item No. 1 – Complete the period covered by the audit
3. Item No. 6 – Fill in the audit due date. For Governmental Unit (s), the contract due date can be no later than 4 months after the end of the fiscal year, even though amended contracts may not be required until a later date.
4. Item No. 8 – If the process for invoice approval instructions changed, the Auditor should make sure he and his administrative staff are familiar with the current process. Instructions for each process can be found at the following link. <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>
5. Item No. 9 – **NEW: Please note that the fee section has been moved to the signature pages, Pages 5 & 6.**
6. Item No. 16 – If there is a reference to an engagement letter or other document (ex: Addendum), has the engagement letter or other document been acknowledged by the Governmental Unit and attached to the contract submitted to the SLGFD?
  - a. Do the terms and fees specified in the engagement letter agree with the Audit contract? *“In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract will control.”*
  - b. Does the engagement letter contain an indemnification clause? **The audit contract will not be approved if there is an indemnification clause – refer to LGC Memo # 986.**
7. Complete the fee section for BOTH the Primary Government and the DPCU (if applicable) on the signature pages, please note:
  - The cap on interim payments is 75% of the current audit fee for services rendered if the contracted fee amount is a fixed amount. If any part of the fee is variable, interim payments are limited to 75% of the prior year’s total audit fee. If the contract fee is partially variable, we will compare the authorized interim payment on the contract to 75% of last year’s actual approved total audit fee amount according to our records. There is a report of audit fees paid by each governmental unit on our web site: <https://www.nctreasurer.com/slg/Pages/Non-Audit-Services-and-Audit-Fees.aspx> - Auditors and Audit Fees.  
Please call or email Steven Holmberg of our office at 919-807-2394 [steven.holmberg@nctreasurer.com](mailto:steven.holmberg@nctreasurer.com) if you have any questions about the fees on this list.
  - For variable fees for services, are the hourly rates or other rates clearly stated in detail? If issued separately in an addendum, has the separate page been acknowledged in writing by the Governmental Unit?

Governmental Unit

N/A

Discretely Presented Component Units (DPCU) if applicable

- For fees for services that are a combination of fixed and variable fees, are the services to be provided for the fixed portion of the fee clearly stated? Are the hourly rates or other rates clearly stated for the variable portion of the fee? (Note: See previous bullet point regarding variable fees.)
  - If there is to be no interim billing, please indicate N/A instead of leaving the line blank.
8. Signature Area – There are now 2 Signature Pages: one for the Primary Government and one for the DPCU. Send the page(s) that are applicable to your Unit of Government. Make sure all signatures have been obtained, and properly dated. **The contract must be approved by Governing Boards pursuant to G.S. 159-34(a). NEW - If this contract includes auditing a DPCU that is a Public Authority under the Local Government Budget and Fiscal Control Act it must be named in this Audit contract and the Board chairperson of the DPCU must also sign the Audit contract in the area indicated. If the DPCU has a separate Audit, a separate Audit contract is required for the DPCU.**
9. Please place the date the Unit's Governing Board and the DPCU's governing Board (if applicable) approved the audit contract in the space provided.
- a. Please make sure that you provide email addresses for the audit firm and finance officer as these will be used to communicate official approval of the contract.
  - b. Has the pre-audit certificate for the Primary Government (and the DPCU if applicable) been signed and dated by the appropriate party?
  - c. Has the name and title of the Mayor or Chairperson of the Unit's Governing Board and the DPCU's Chairperson (if applicable) been typed or printed on the contract and has he/she signed in the correct area directly under the Auditor's signature?
10. If the Auditor is performing an audit under the yellow book or single audit rules, has year-end bookkeeping assistance been limited to those areas permitted under the revised GAO Independence Standards? Although not required, we encourage Governmental Units and Auditors to disclose the nature of these services in the contract or an engagement letter. Fees for these services should be shown in the space indicated on the applicable signature page(s) of the contract.
11. Has the most recently issued peer review report for the audit firm been included with the contract? This is required if the audit firm has received a new peer review report that has not yet been forwarded to us. The audit firm is only required to send the most current Peer Review report to us once – not multiple times.
12. After all the signatures have been obtained and the contract is complete, please convert the contract and all other supporting documentation to be submitted for approval into a PDF file. Peer Review Reports should be submitted in a separate PDF file. These documents should be submitted using the most current submission process which can be obtained at the NC Treasurer's web site – <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>.
13. NEW: If an audit is unable to be completed by the due date, an Amended Contract should be completed and signed by the unit and auditor, using the new "Amended LGC-205" form (Rev. 2015). The written explanation for the delay is now included on the contract itself to complete, and must be signed by the original parties to the contract.



## SYSTEM REVIEW REPORT

To the Partners of Martin Starnes & Associates, CPAs, P.A.  
and the Peer Review Committee of the North Carolina Association  
of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. (the firm) in effect for the year ended December 31, 2014. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary).

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. in effect for the year ended December 31, 2014, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Martin Starnes & Associates, CPAs, P.A. has received a peer review rating of *pass*.

*Koonce, Wooten & Haywood, LLP*

Koonce, Wooten & Haywood, LLP

May 21, 2015

**Raleigh**  
4060 Barrett Drive  
Post Office Box 17806  
Raleigh, North Carolina 27619  
919 782 9265  
919 783 8937 FAX

**Durham**  
3511 Shannon Road  
Suite 100  
Durham, North Carolina 27707  
919 354 2584  
919 489 8183 FAX

**Pittsboro**  
10 Sanford Road  
Post Office Box 1399  
Pittsboro, North Carolina 27312  
919 542 6000  
919 542 5764 FAX

MEMO

TO: Catawba County Board of Commissioners

FROM: Policy and Public Works Subcommittee

DATE: April 4, 2016

RE: Temporary Grading Easement Agreement

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REQUEST

The Policy and Public Works Subcommittee recommends the Board of Commissioners approve the Attached Temporary Grading Easement Agreement for Lake Hickory Partners, LLC.

BACKGROUND

Property located at 56 29<sup>th</sup> Ave. NE, Hickory NC is in the County's name but was purchased with funds from Catawba Valley Medical Center. The vacant parcel is adjacent to where Publix intends to build a store. In order to construct its store, Publix needs to go on to the property referenced above. There will be some grading to the property which will be an improvement.

RECOMMENDATION

The Policy and Public Works Subcommittee recommends the Board of Commissioners approve the Temporary Grading Easement Agreement with Lake Hickory Partners, LLC and authorize Chair Isenhower to execute it and any other related, needed documents.

**Temporary Grading Easement Agreement**

**THIS INSTRUMENT WAS PREPARED BY:**

Eloise D. Bradshaw  
PATRICK, HARPER & DIXON L.L.P.  
P. O. Box 218, Hickory, NC 28603

STATE OF NORTH CAROLINA

COUNTY OF CATAWBA

**THIS TEMPORARY GRADING EASEMENT AGREEMENT** (this "Agreement") dated as of the \_\_\_\_ day of April, 2016 by and between **Catawba County**, a North Carolina body politic, whose address is 810 Fairgrove Church Road SE, Hickory, North Carolina 28602-9617 (Grantor) and **Lake Hickory Partners, LLC**, a North Carolina limited liability company, whose mailing address is \_\_\_\_\_, Viera, Florida ("Grantee"), recites and provides as follows:

**WITNESSETH**

**WHEREAS**, Grantor is the owner of certain real property located in Catawba known as Lot 1 (portion) and Lot 12 as shown on a plat recorded in Plat Book 8, Page 122, as more fully described in the deeds recorded in Book 2123, Page 1438 and Book 2123, Page 1422; and located at 56 29<sup>th</sup> Avenue NE, Hickory, North Carolina (the "Grantor Tract").

**WHEREAS**, Grantee is the owner of certain real property and more particularly described in a deed recorded in Book 3312, Page 143, Catawba County Registry (the "Grantor Tract").

**WHEREAS**, Grantee desires to obtain, and Grantor desires to grant to Grantee, a temporary construction easement to grade over and across a portion of the Grantor Tract, pursuant to the terms and conditions as more particularly set forth herein.

**NOW, THEREFORE**, for and in consideration of the premises, and mutual covenants and agreements hereinafter set forth, the sum of Two Hundred and Fifty and no/100 Dollars (\$250.00) in hand paid by each party to the other, and other good and valuable consideration, the

receipt and sufficiency of which the parties hereby acknowledge, the parties hereby covenant and agree as follows:

1. Grant of Temporary Construction Easement. Grantor hereby grants and conveys to Grantee, its successors and assigns, a temporary construction easement (the “Temporary Construction Easement”) on, over and across that portion of the Grantor Tract (the “Easement Area”) shown as shaded area on Exhibit A attached hereto for the purpose of grading the Easement Area in conjunction with the construction of a street to be known as 2<sup>nd</sup> Street NE (the “Construction Work”). The Temporary Construction Easement includes the right and privilege by Grantee, its contractors and agents, to go onto the Easement Area with vehicles, heavy equipment, machinery, and construction supplies in order to perform the Construction Work. Grantee shall be solely responsible for obtaining all necessary governmental permits and approvals for the Construction Work and shall perform the Construction Work pursuant to all relevant regulatory codes, rules, ordinances and guidelines. Grantee shall maintain, at its sole cost and expense, all erosion control measures constructed on the Temporary Construction Easement, and shall remove all such erosion control measures upon completion of the Construction Work. In addition to the removal of the erosion control measures, restoration of the areas disturbed by the Construction Work shall include, but not be limited to, fine grading, the placing of topsoil and re-seeding of the areas disturbed by the Construction Work and repair, replacement or relocation of utility lines or poles disrupted. Upon the completion of the Construction Work, Grantee shall remove all vehicles, heavy equipment, machinery, and construction supplies from the Easement Area and re-seed any areas of the Grantor Parcel affected by the Construction Work.

2. Maintenance. Grantee and shall have the right to trim, cut, and remove trees, limbs, undergrowth, shrubbery, fences or obstructions on or in the Easement Area that interferes with Grantee's use of the Easement. Grantee shall, at of its sole cost and expense, remove all trash and other debris from the Easement Area during the construction period.

3. Termination of Temporary Construction Easement. The Temporary Construction Easement shall automatically terminate and be of no further force and effect upon the earlier to occur of (i) completion of construction, or (ii) one (1) year from the date hereof.

4. Indemnification. Grantee shall indemnify and hold harmless Grantor from and against any and all claims and liens arising out of the use by Grantee or its agents, employees and contractors of the Temporary Construction Easement and will conduct all operations hereunder at its own risk and expense, and in granting this easement, the Grantor assumes no responsibility or liability whatsoever to any person for any injury, including death or property damage caused by or attributable to or resulting from the Grantee's operations on the Grantor's property.

5. Authority. The Grantor covenants that it is seized of the Easement Area, has the full right and authority to grant the Easements and no other consents or approvals are required.

6. Controlling Law. This Agreement shall be construed, performed and enforced in accordance with the laws of the State of North Carolina.

7. Caption Headings. The headings and captions used in this Agreement are used for convenience only and shall not be deemed to limit, amplify or modify the terms of this Easement.

8. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed pursuant to due authority as of the day and year first written above.

Catawba County,  
a North Carolina Body Politic

Attest:

By: \_\_\_\_\_ (Seal)  
C. Randall Isenhower, Chair  
Catawba County, Board of Commissioners

\_\_\_\_\_  
Assistant Deputy Clerk

STATE OF NORTH CAROLINA  
COUNTY OF CATAWBA

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

Witness my hand and seal this \_\_\_\_\_ day of April, 2016.

[Seal]

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

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

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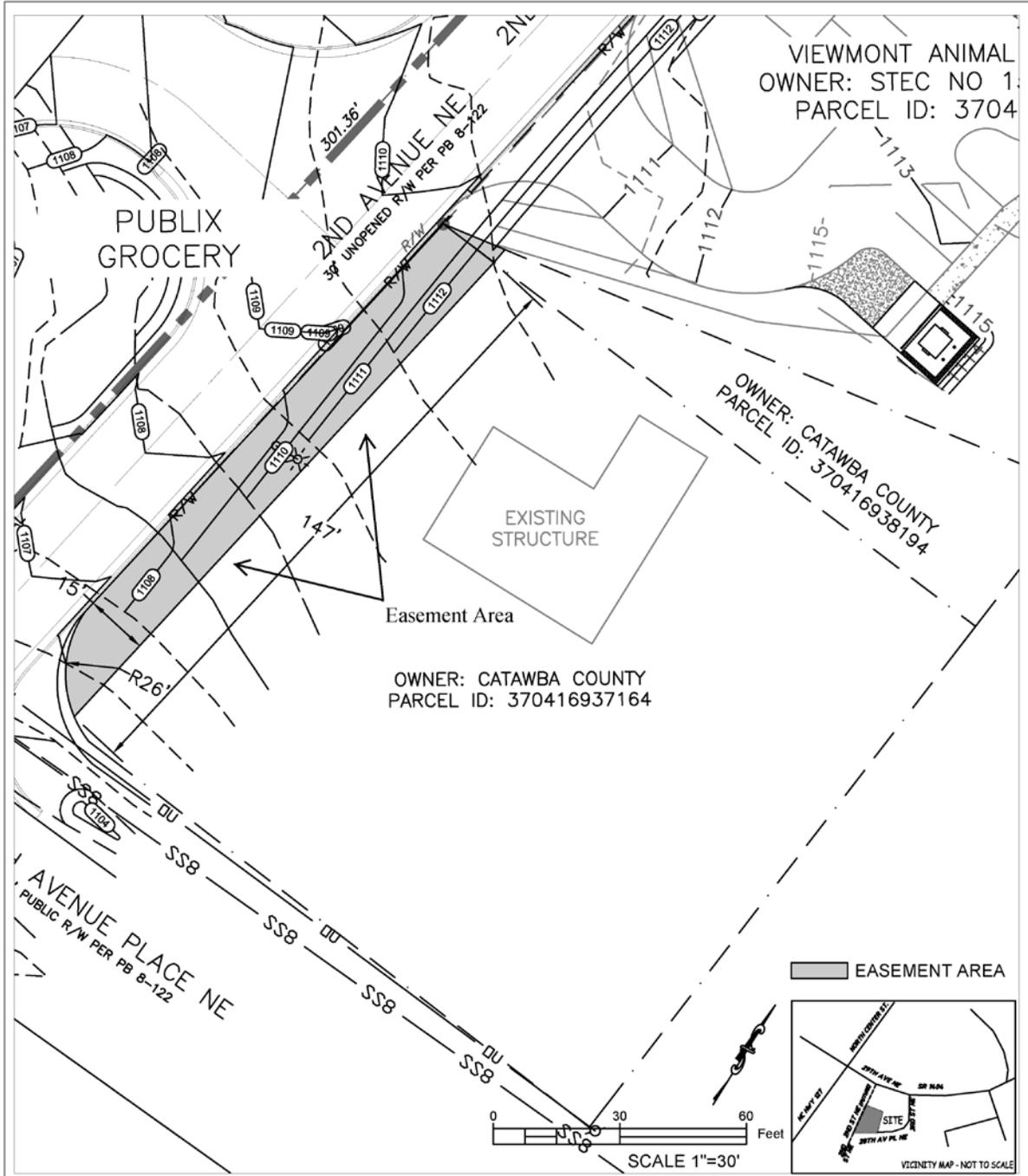
Jeanne Jarrett, Assistant Finance Director

Approved as to form on behalf of Catawba County only:

---

Debra Bechtel, County Attorney

**EXHIBIT A**



**SHABELDEEN ENGINEERING**  
*Ethics • Integrity • Engineering*  
 Civil Environmental Construction Admin  
 2905 9th St. Pl. NE  
 Hickory, NC 28601  
 (828) 320-7252

TEMPORARY GRADING EASEMENT  
 CATAWBA COUNTY PARCELS

IMPROVEMENTS FOR  
 2nd STREET NE  
 HICKORY NC

PROJECT NO.	15-130
DATE	FEB. 23, 2016
ATTACHMENT:	A

## MEMORANDUM

TO: Catawba County Board of Commissioners  
FROM: Finance and Personnel Subcommittee  
DATE: April 4, 2016  
RE: Supplemental Appropriation for FEMA Mitigation Grant

### Request

The Finance and Personnel Subcommittee recommends to the Board of Commissioners a supplemental appropriation for a Mitigation Grant to be fully funded by the Federal Department of Homeland Security and the State of North Carolina Department of Public Safety in the amount of \$936,774.99.

### Background

Catawba County is being awarded mitigation project grant funding because of the July 27, 2013 flooding and the resulting Presidential Major Disaster Declaration for Public Assistance known as DR-4153. The State of North Carolina has been awarded federal Department of Homeland Security Mitigation Grant monies to fund projects that reduce overall disaster risks for people and property and reduce reliance on disaster recovery funds. The approved grant activities include: the voluntary acquisition of four private properties (i.e. structures and land) for open space conversion; and elevating one existing private structure to avoid flooding including conducting hydrologic and hydraulic studies/analyses, engineering studies and drainage studies related to the mitigation project. Typically, these types of mitigation projects have a 25% non-federal cost share. In this case the State of North Carolina will be paying the entire cost-share.

Hazard mitigation actions are taken to reduce or eliminate the long-term risk to life and property from a variety of hazards. Mitigation can occur before, during and after a disaster. It has been shown that mitigation is most effective when based on a comprehensive, long-term plan that is developed before a disaster occurs. Catawba County's mitigation planning efforts began as early as 2001 and the county has had an approved Multi-Jurisdictional Natural Hazard Mitigation Plan since 2004. This plan approved by the Federal Emergency Management Agency was updated in 2009 and again in 2014.

In order to be eligible to participate in the Department of Homeland Security Pre-Disaster Mitigation Grant program, Catawba County must maintain a current Multi-Jurisdictional Hazard Mitigation Plan. This approved mitigation project involves the voluntary acquisition or elevation of five residential properties in Catawba County and is supported by mitigation strategies, both local and regional, within the current plan.

This is the second of two requests Emergency Services has made regarding the mitigation project. The first in September 2014 was to designate Bryan Blanton, Director of Emergency Services as the Primary Agent and Karyn Yaussy, Emergency Management Coordinator as the Secondary Agent for the Mitigation Grant and this second report is to request a supplemental appropriation of \$936,774.99 for the projects which will be fully reimbursed by the Department of Homeland Security and the State of North Carolina.

Recommendations:

The Finance and Personnel Subcommittee recommends to the Board of Commissioners a supplemental appropriation for a Mitigation Grant in the amount of \$936,774.99 to be fully funded by the Federal Department of Homeland Security and the State of North Carolina Department of Public Safety.

Revenue

110-260050-640153

Mitigation Project Grant      \$936,774.99

Expense

110-260050-849082

Mitigation Project Grant      \$936,774.99

**MEMORANDUM**

TO: Catawba County Board of Commissioners

FROM: Policy and Public Works Subcommittee

DATE: April 4, 2016

IN RE: Davis Road Water Extension

**REQUEST**

The Policy and Public Works Subcommittee recommends the Board of Commissioners award the bid for construction for the Davis Road Water Extension to Hickory Sand Company of Hickory, North Carolina, in the amount of \$771,261, approve a Loan Contract with Town of Maiden for repayment of 75% of total project costs, appropriate \$73,563 to project and authorize Chair Isenhower to execute the Loan Contract.

**BACKGROUND**

The Town of Maiden approached Catawba County about installing a water line along Davis Road due to water quality issues associated with a dead-end water line on Water Plant Road. Maiden approved a Loan Agreement with Catawba County at its January 4, 2016 Town Council meeting. Beginning at the dead-end water line on Water Plant Road, the project will extend water along Davis Road, a portion of Buffalo Shoals Road, and Beal Road. Francis Lane, a private road intersecting Davis Road, will be served by a water line the Town of Maiden is installing.

This project will provide municipal water to 48 households and one chicken farm.

On March 10, 2016, Catawba County received a total of three bids for the Davis Road Water Project. Based on the review of the bids and qualifications, Davis & Floyd (design engineer) recommends the bid be awarded to Hickory Sand Company of Hickory, North Carolina for \$771,261. The Award Recommendation and Certified Bid Tabulation are attached.

This project was bid with a base bid and an alternate bid. Town of Maiden requested all concrete and asphalt driveways be bored under, rather than open-cut, during water line installation. The alternate bid is the addition of the driveway bores. Boring a driveway is more expensive than open-cut and patching, but it doesn't require the arduous task of trying to match concrete colors or overlaying asphalt. For aesthetic reasons, property owners generally prefer driveways not have patches. Hickory Sand Company was the responsive, responsible low bidder for both the base bid and the alternate bid.

From date of Notice to Proceed, the contractor will have 180 calendar days to substantially complete project.

This project was funded in Catawba County's Capital Improvement Plan with a project estimate of \$825, 862. Appropriating \$73,563 from the Water and Sewer Enterprise Fund Balance covers three items:

- The alternate bid;
- Construction administration contract with Hulsey, McCormick, & Wallace, Inc; and
- 5% construction contingency.

**RECOMMENDATION**

The Policy and Public Works Subcommittee recommends the Board of Commissioners award the bid for construction for the Davis Road Water Extension to Hickory Sand Company of Hickory, North Carolina in the amount of \$771,261, approve a Loan Contract with Town of Maiden for repayment of 75% of total project costs, appropriate \$73,563 to project and authorize Chair Isenhower to execute the Loan Contract.

Appropriations:

Expense:

475-431100-861500-27007 \$73,563

Davis Road Water

Revenue:

475-431100-690100 \$73,563

Fund Balance Applied

# Davis Road Waterline

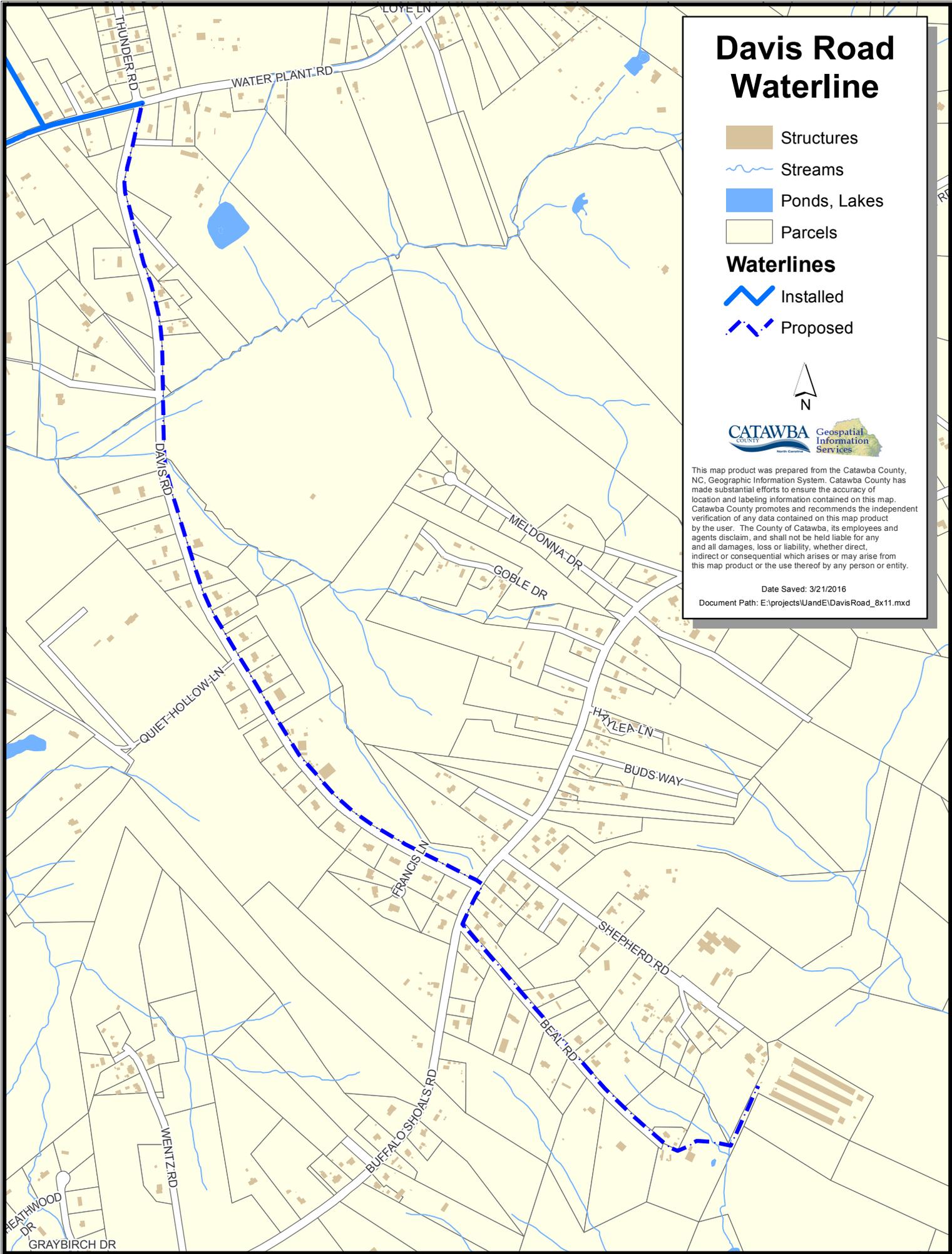
-  Structures
-  Streams
-  Ponds, Lakes
-  Parcels
- Waterlines**
-  Installed
-  Proposed



This map product was prepared from the Catawba County, NC, Geographic Information System. Catawba County has made substantial efforts to ensure the accuracy of location and labeling information contained on this map. Catawba County promotes and recommends the independent verification of any data contained on this map product by the user. The County of Catawba, its employees and agents disclaim, and shall not be held liable for any and all damages, loss or liability, whether direct, indirect or consequential which arises or may arise from this map product or the use thereof by any person or entity.

Date Saved: 3/21/2016

Document Path: E:\projects\UandE\DavisRoad\_8x11.mxd



# DAVIS & FLOYD

SINCE 1954

March 16, 2016

Mr. Jonathan Greer  
Utilities & Landfill  
Project Manager  
Catawba County  
100A South West Blvd.  
Newton, NC 28658

Re: Award Recommendation  
Davis Road Water Improvements  
D&F Job Number: 041031.00

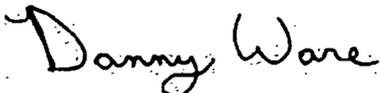
Dear Mr. Greer:

Attached is a certified bid tabulation of the bids received on March 10, 2016 for the Davis Road Water Improvements. All packages received were found to be in order and met the criteria of responsive bidders. However, there was a minor irregularity with the bid package from Brushy Mountain Builders, Inc. as it was determined that their bid bond was not included in their documents once we more thoroughly reviewed the bid packages after the bid opening. Since Brushy Mountain Builders, Inc.'s bid proposal was the highest of the received bids, we do not see this as an issue. Hickory Sand Company, Inc. submitted the lowest bid for both the base bid and alternate No. 1 bid. They hold a valid North Carolina contractor's license in this field of work and are deemed a responsible bidder.

Based on the information above, Davis & Floyd, Inc. recommends that the project be awarded to Hickory Sand Company, Inc. for either the low base bid of \$676,988.50 or alternate No. 1 bid of \$771,261.00. Please do not hesitate to call if you have any questions, or need more information.

Very truly yours,

**DAVIS & FLOYD**



Danny M. Ware, P.E.  
Vice President

Enclosures: Certified Bid Tabulation

1319 Highway 72/221 East, Greenwood, SC 29649

o. (864) 229-5211 f. (864) 229-7844

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WWW.DAVISFLOYD.COM

# BASE BID TABULATION

Davis Road Water Improvements  
Catawba County

Date: March 10, 2016

County: Catawba

Description: 12", 8", and 6" water line installation

LINE ITEM	DESCRIPTION	QTY	UNIT	Brushy Mountain Builders, Inc.		Hickory Sand Company, Inc.		Zoladz Construction Co., Inc.	
				UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
1	12" PVC C900 Water Line	6,785	LF	\$ 48.00	\$ 325,680.00	\$ 36.40	\$ 246,974.00	\$ 39.00	\$ 264,615.00
2	8" PVC C900 Water Line	3,230	LF	\$ 41.00	\$ 132,430.00	\$ 24.25	\$ 78,327.50	\$ 30.00	\$ 96,900.00
3	6" PVC C900 Water Line	230	LF	\$ 131.00	\$ 30,130.00	\$ 27.90	\$ 6,417.00	\$ 42.00	\$ 9,660.00
4	24" Jack & Bore Steel Casing with 12" DIP Water Line Complete	365	LF	\$ 485.00	\$ 177,025.00	\$ 240.00	\$ 87,600.00	\$ 357.00	\$ 130,305.00
5	16" Jack & Bore Steel Casing with 8" DIP Water Line Complete	45	LF	\$ 890.00	\$ 40,050.00	\$ 225.00	\$ 10,125.00	\$ 383.00	\$ 17,235.00
6	12" Jack & Bore Steel Casing with 6" DIP Water Line Complete	70	LF	\$ 594.00	\$ 41,580.00	\$ 165.00	\$ 11,550.00	\$ 263.00	\$ 18,410.00
7	12" Gate Valve in Place	11	EA	\$ 3,055.00	\$ 33,605.00	\$ 2,380.00	\$ 26,180.00	\$ 2,512.00	\$ 27,632.00
8	8" Gate Valve in Place	2	EA	\$ 2,210.00	\$ 4,420.00	\$ 1,360.00	\$ 2,720.00	\$ 1,507.00	\$ 3,014.00
9	6" Gate Valve in Place	4	EA	\$ 1,270.00	\$ 5,080.00	\$ 950.00	\$ 3,800.00	\$ 1,130.00	\$ 4,520.00
10	Fire Hydrant Assembly Complete	15	EA	\$ 5,500.00	\$ 82,500.00	\$ 3,415.00	\$ 51,225.00	\$ 5,412.00	\$ 81,180.00
11	Air Release Valve in Box Complete	1	EA	\$ 4,710.00	\$ 4,710.00	\$ 1,900.00	\$ 1,900.00	\$ 3,200.00	\$ 3,200.00
12	Connect to Existing Water Line	1	EA	\$ 8,650.00	\$ 8,650.00	\$ 19,725.00	\$ 19,725.00	\$ 8,856.00	\$ 8,856.00
13	New Long Water Service Complete	32	EA	\$ 2,600.00	\$ 83,200.00	\$ 2,000.00	\$ 64,000.00	\$ 2,390.00	\$ 76,480.00
14	New Short Water Service Complete	27	EA	\$ 1,100.00	\$ 29,700.00	\$ 1,225.00	\$ 33,075.00	\$ 2,098.00	\$ 56,646.00
15	Remove & Replace Asphalt Driveways	79	LF	\$ 58.00	\$ 4,582.00	\$ 55.00	\$ 4,345.00	\$ 108.00	\$ 8,532.00
16	Remove & Replace Concrete Driveways	288	LF	\$ 34.00	\$ 9,792.00	\$ 85.00	\$ 24,480.00	\$ 113.00	\$ 32,544.00
17	Remove & Replace Gravel Driveways	303	LF	\$ 6.00	\$ 1,818.00	\$ 15.00	\$ 4,545.00	\$ 57.00	\$ 17,271.00
<b>Total Base Bid Price</b>				<b>\$</b>	<b>1,014,952.00</b>	<b>\$</b>	<b>676,988.50</b>	<b>\$</b>	<b>857,000.00</b>

# ALTERNATE NO. 1 BID TABULATION

Davis Road Water Improvements  
Catawba County

Date: March 10, 2016

County: Catawba

Description: 12", 8", and 6" water line installation

LINE ITEM	DESCRIPTION	QTY	UNIT	Brushy Mountain Builders, Inc.		Hickory Sand Company, Inc.		Zoladz Construction Co., Inc.	
				UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
1	12" PVC C900 Water Line	6,435	LF	\$ 48.00	\$ 308,880.00	\$ 36.90	\$ 237,451.50	\$ 40.00	\$ 257,400.00
2	8" PVC C900 Water Line	3,205	LF	\$ 41.00	\$ 131,405.00	\$ 24.50	\$ 78,522.50	\$ 31.00	\$ 99,355.00
3	6" PVC C900 Water Line	230	LF	\$ 131.00	\$ 30,130.00	\$ 27.90	\$ 6,417.00	\$ 44.00	\$ 10,120.00
4	24" Jack & Bore Steel Casing with 12" DIP Water Line Complete	715	LF	\$ 485.00	\$ 346,775.00	\$ 295.00	\$ 210,925.00	\$ 395.00	\$ 282,425.00
5	16" Jack & Bore Steel Casing with 8" DIP Water Line Complete	70	LF	\$ 890.00	\$ 62,300.00	\$ 235.00	\$ 16,450.00	\$ 385.00	\$ 26,950.00
6	12" Jack & Bore Steel Casing with 6" DIP Water Line Complete	70	LF	\$ 594.00	\$ 41,580.00	\$ 165.00	\$ 11,550.00	\$ 257.00	\$ 17,990.00
7	12" Gate Valve in Place	11	EA	\$ 3,055.00	\$ 33,605.00	\$ 2,380.00	\$ 26,180.00	\$ 2,500.00	\$ 27,500.00
8	8" Gate Valve in Place	2	EA	\$ 2,210.00	\$ 4,420.00	\$ 1,360.00	\$ 2,720.00	\$ 1,510.00	\$ 3,020.00
9	6" Gate Valve in Place	4	EA	\$ 1,270.00	\$ 5,080.00	\$ 950.00	\$ 3,800.00	\$ 1,140.00	\$ 4,560.00
10	Fire Hydrant Assembly Complete	15	EA	\$ 5,500.00	\$ 82,500.00	\$ 3,415.00	\$ 51,225.00	\$ 5,353.00	\$ 80,295.00
11	Air Release Valve in Box Complete	1	EA	\$ 4,710.00	\$ 4,710.00	\$ 1,900.00	\$ 1,900.00	\$ 3,220.00	\$ 3,220.00
12	Connect to Existing Water Line	1	EA	\$ 8,650.00	\$ 8,650.00	\$ 22,500.00	\$ 22,500.00	\$ 8,913.00	\$ 8,913.00
13	New Long Water Service Complete	32	EA	\$ 2,600.00	\$ 83,200.00	\$ 2,000.00	\$ 64,000.00	\$ 2,424.00	\$ 77,568.00
14	New Short Water Service Complete	27	EA	\$ 1,100.00	\$ 29,700.00	\$ 1,225.00	\$ 33,075.00	\$ 2,141.00	\$ 57,807.00
15	Remove & Replace Gravel Driveways	303	LF	\$ 6.00	\$ 1,818.00	\$ 15.00	\$ 4,545.00	\$ 59.00	\$ 17,877.00
<b>Total Bid Price</b>				<b>\$</b>	<b>1,174,753.00</b>	<b>\$</b>	<b>771,261.00</b>	<b>\$</b>	<b>975,000.00</b>

STATE OF NORTH CAROLINA

COUNTY OF CATAWBA

**AGREEMENT BETWEEN CATAWBA COUNTY  
AND TOWN OF MAIDEN FOR CONSTRUCTION,  
OPERATION AND MAINTENANCE OF WATER  
LINE TO SERVE DAVIS ROAD.**

**AGREEMENT**, effective the 19<sup>th</sup> day of February 2016, by and between Catawba County, hereinafter ("County") and the Town of Maiden, hereinafter ("Town").

**WHEREAS**, County and Town have agreed that municipal water service is needed to serve Davis Road with the purpose of improving water quality as further described herein, and

**WHEREAS**, to satisfy that need, County will install, and Town will operate the water line described as Davis Road Water ("Project").

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements made, the parties agree as follows:

1. The parties agree that the design engineer's estimated cost of the water line(s), including design, permitting, fees, and installation totals Eight Hundred Twenty Five Thousand Eight Hundred Sixty Two Dollars (\$825,862). County will pay the full amount of all costs reasonably necessary for the design and installation of the water line(s), with payment being made directly from County to the appropriate contractor. The parties agree that each will keep the other advised with regard to proposed change orders and action concerning any change orders and will consult with one another on a reasonable basis before approving any change orders. Costs associated with change orders will be included in the total construction cost for the total Project Cost.

Town agrees to reimburse County seventy-five percent (75%) of total Project Cost, payable over a ten (10) year period, in equal annual installments, beginning with Town's assumption of maintenance of the water line(s) in each portion of the Project. Town's assumption of maintenance shall begin upon the State issuing a final usage permit. The waterline division is further described as follows:

The project includes the extension of municipal water service to Davis Road and Beal Road in southeastern Catawba County. It will consist of approximately 6,800 linear feet of 12-inch ductile and PVC water lines on Davis Road and approximately 2,000 linear feet of 6-inch ductile and PVC water lines on Beal Road, along with valves, hydrants, and appurtenances throughout the project.

2. County has the right, at its option, to construct and install future line additions, extensions or connections from Town water line(s) installed and operated as part of the Project, provided any addition, extension or connection will serve County customers and not customers inside Town's corporate limits and adequate capacity is available. If some portion of an addition, extension or connection is within the Town's corporate limits, Town has the right to add to, connect to or extend the line to its citizens with no participation from County.
3. If Town proposes to County to make an addition, extension or connection to Project lines, County shall within ninety (90) days notify Town of its intention to participate in the addition, extension

or connection. If County opts to participate in the addition, extension or connection, the operation and maintenance of the line will be governed by this Agreement.

4. If County opts not to participate in any addition, extension or connection, Town retains the right to proceed without any participation from County.
5. Town will operate and maintain Project lines and connections as required by the Catawba County Code, Chapter 42, and Entitled "WATER AND SEWER". The connection fee for tap stub outs installed with the initial construction of the Project shall be those in effect for the Town at that time. Connection fees for connections made after initial construction of the Project shall be those in effect for the Town at the time the connection is applied for.
6. The County capital fee for connection tap stub outs installed with the initial construction of the Project shall be those in effect for the County at that time. County Capital fees for connections made after initial construction of the Project shall be those in effect for the County at the time the connection is applied for.
7. County shall design and develop the Project, and shall secure necessary right-of-ways, easements, permits and permissions from the property owners in the name of the Town, the Public Water Supply Section of NCDENR and NCDOT for construction of the Project. Further, County shall assume responsibility for the completion of the Project. The Application for Approval of Engineering Plans and Specifications for Water Supply Systems, to be submitted to the Public Water Supply Section of NCDENR, shall be in the name of Town. Any NCDOT encroachments required to complete the Project shall be in the name of the Town.
8. Town acknowledges additional consideration may be required in obtaining easements and agrees to share in these costs.
9. All specifications for materials and installation of all lines and systems in the Project shall be in accordance with Town's standard specifications for water line installations. All designs, developments, plans, engineering and construction shall be subject to review and consent by both parties. The parties will not suggest or make unreasonable changes in the designs, developments, and plans for the Project.
10. County agrees that all customers of this Project shall be subject to policies, practices, ordinances and directives of the Town in operation of the water lines. This includes but is not limited to: Water Conservation Ordinances, Rate Reviews, Irrigation Meter Policy, Backflow Prevention Policy, etc.
11. Upon the State issuing Final Approval, Town will maintain, replace and repair all water lines and appurtenances which are part of the Project as a part of the overall Town water system. Town shall respond with reasonable promptness and efficiency to any and all complaints with respect to the water lines and will provide necessary services related to such complaints.
12. Ownership of the lines, along with related easements, shall be in the name of the County until such time as Town has made all required payments, required pursuant to this Agreement, at which time County shall transfer ownership to Town.
13. Any work contemplated under this Agreement is subject to the approval of funds by both the Catawba County Board of Commissioners and the Maiden Town Council.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands on the day and year above first written.

**CATAWBA COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
C. Randall Isenhower, Chair

ATTEST:

Seal

\_\_\_\_\_  
Barbara Morris, County Clerk

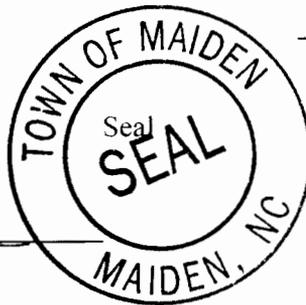
**TOWN OF MAIDEN**

*Robert L. Smyre*

\_\_\_\_\_  
Robert L. Smyre, Mayor

ATTEST:

*Wendy Vanover*  
\_\_\_\_\_  
Wendy Vanover, Town Clerk



**THIS INSTRUMENT** has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act as amended.

Date: 2-19-2016

Jeanne Jarrett  
Jeanne Jarrett, Assistant Catawba County Finance Director

Date: 1-5-16

Dianne Lowe  
Dianne Lowe, Town of Maiden Finance Director

**APPROVED AS TO FORM:**

Date: 2-19-16

Debra N. Bechtel  
Debra N. Bechtel, Catawba County Attorney

Date: 04 Jan. 2016

Scott Conrad  
Scott Conrad, Town of Maiden Attorney

**MEMORANDUM**

TO: Catawba County Board of Commissioners  
FROM: Policy and Public Works Subcommittee  
DATE: April 4, 2016  
IN RE: Site Improvements for NC Data Campus – Phase B Project Bid Award

**REQUEST**

The Policy and Public Works Subcommittee recommends the Board of Commissioners award the Bid for Site Improvements for NC Data Campus – Phase B Project to Neill Grading and Construction Company, Inc. of Hickory in the amount of \$2,146,885.00.

**BACKGROUND**

The NC Data Campus is a 70-acre multi-jurisdictional business park partnership between Catawba County, the Cities of Conover and Hickory, and the Towns of Maiden and Catawba. Funded by a portion of the ¼ cent sales tax revenue, the park will bolster Catawba County’s economic development efforts by providing up to three shovel-ready sites marketed primarily for data center recruitment.

The Site Improvements for NC Data Campus – Phase B generally consists of sitework for the development of three industrial sites as part of NC Data Campus. This includes clearing and grubbing, all necessary erosion control measures, earthwork, storm drainage conveyance and detention, water line extension with services, sewer line extension, electrical conduit extension, sidewalks, curb and gutter, asphalt roadway construction, gravel roadway construction, and site stabilization.

Catawba County received bids for Site Improvements for NC Data Campus – Phase B Project on March 1, 2016. A total of 8 bids were received from the following:

Neill Grading & Construction	\$2,389,440.00
Graham County Land Co	\$2,595,620.00
Midstate Construction	\$2,687,005.00
M&M Construction	\$2,926,645.00
DH Griffin Infrastructure	\$2,997,230.00
Triangle Grading & Paving	\$3,153,500.00
Anson Construction	\$3,415,919.00
Blythe Development	\$3,829,374.00

In review of the current status of the NC Data Campus' overall budget, County staff and staff from the City of Conover recognize that the total bid amount submitted by Neill Grading and Construction for the Site Development for Phase B exceeds the available funding. Therefore, on behalf of the County, the project engineer negotiated with Neill Grading and Construction to reduce the scope of work for the project according to the unit prices provided in their bid.

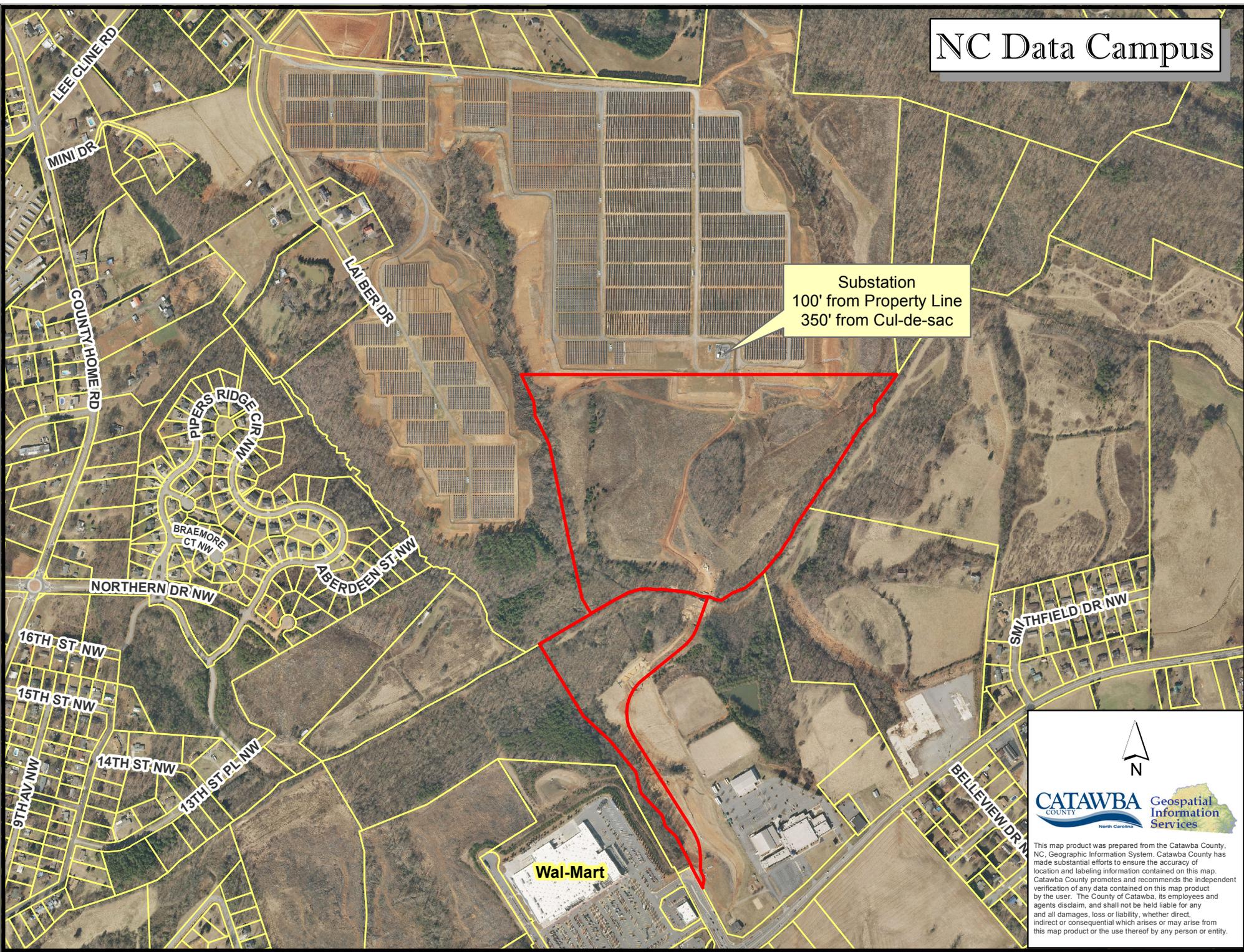
Based on the uncertainties of the end user for the property and considering the relative expense of electrical construction, it has been determined to remove the electrical conduit extension, Bid Item Nos. 40, 41, and 42, from the project scope. Removing these 3 bid items will reduce the contract amount by \$242,555, which is sufficient for the project to comply with available funding.

Neill Grading and Construction Company is appropriately licensed with the North Carolina Licensing Board for General Contractors to perform the Site Improvements and are recommended by McGill Associates to be awarded the Site Development for NC Data Campus – Phase B Project in the reduced amount of \$2,146,885.00. The Award Recommendation and Bid Tabulation are attached.

#### **RECOMMENDATION**

The Policy and Public Works Subcommittee recommends that the Board of Commissioners award the Bid for Site Improvements for NC Data Campus – Phase B Project to Neill Grading and Construction Company, Inc. of Hickory in the amount of \$2,146,885.00.

# NC Data Campus



Substation  
100' from Property Line  
350' from Cul-de-sac

Wal-Mart



This map product was prepared from the Catawba County, NC, Geographic Information System. Catawba County has made substantial efforts to ensure the accuracy of location and labeling information contained on this map. Catawba County promotes and recommends the independent verification of any data contained on this map product by the user. The County of Catawba, its employees and agents disclaim, and shall not be held liable for any and all damages, loss or liability, whether direct, indirect or consequential which arises or may arise from this map product or the use thereof by any person or entity.

**CATAWBA COUNTY: SITE DEVELOPMENT FOR NC DATA CAMPUS - PHASE B**

**CERTIFIED BID TABULATION**

**BIDDERS**

No	Description	Unit	Qty	Neill Gradng & Const.		Graham County Land Co.		Midstate Contractors		M&M Construction		DH Griffin Infrastructure		Triangle Grading & Paving		Anson Contractors		Blythe Development	
				Price	Extension	Price	Extension	Price	Extension	Price	Extension	Price	Extension	Price	Extension	Price	Extension	Price	Extension
1	Mobilization/General Requirements	LS	1	\$69,000.00	\$69,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$95,000.00	\$95,000.00	\$89,000.00	\$89,000.00	\$95,000.00	\$95,000.00	\$102,250.00	\$102,250.00	\$114,000.00	\$114,000.00
2	Clearing and Grubbing	LS	1	\$14,000.00	\$14,000.00	\$100,000.00	\$100,000.00	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$38,300.00	\$38,300.00	\$8,200.00	\$8,200.00	\$14,700.00	\$14,700.00	\$150,000.00	\$150,000.00
3	Erosion Control Measures	LS	1	\$222,000.00	\$222,000.00	\$75,000.00	\$75,000.00	\$235,000.00	\$235,000.00	\$169,000.00	\$169,000.00	\$119,500.00	\$119,500.00	\$310,465.00	\$310,465.00	\$322,564.00	\$322,564.00	\$350,000.00	\$350,000.00
4	Earthwork	LS	1	\$542,500.00	\$542,500.00	\$650,000.00	\$650,000.00	\$535,000.00	\$535,000.00	\$1,000,000.00	\$1,000,000.00	\$1,125,000.00	\$1,125,000.00	\$907,000.00	\$907,000.00	\$1,110,909.00	\$1,110,909.00	\$1,141,503.00	\$1,141,503.00
5	Mass Rock Excavation	CY	1,000	\$1.00	\$1,000.00	\$12.00	\$12,000.00	\$50.00	\$50,000.00	\$8.00	\$8,000.00	\$15.00	\$15,000.00	\$34.00	\$34,000.00	\$35.00	\$35,000.00	\$40.00	\$40,000.00
6	Trench Rock Excavation	CY	400	\$1.00	\$400.00	\$80.00	\$32,000.00	\$100.00	\$40,000.00	\$15.00	\$6,000.00	\$40.00	\$16,000.00	\$84.00	\$33,600.00	\$110.45	\$44,180.00	\$100.00	\$40,000.00
7	Undercut Excavation	CY	8,000	\$3.00	\$24,000.00	\$8.50	\$68,000.00	\$7.50	\$60,000.00	\$3.00	\$24,000.00	\$3.75	\$30,000.00	\$3.75	\$30,000.00	\$9.50	\$76,000.00	\$11.00	\$88,000.00
8	Bi-Axial Geogrid for Base Stabilization	SY	7,000	\$3.00	\$21,000.00	\$3.00	\$21,000.00	\$1.75	\$12,250.00	\$1.00	\$7,000.00	\$1.75	\$12,250.00	\$7.00	\$49,000.00	\$4.45	\$31,150.00	\$3.00	\$21,000.00
9	Compacted ABC for Base Stabilization	TON	2,000	\$25.50	\$51,000.00	\$35.00	\$70,000.00	\$24.00	\$48,000.00	\$15.00	\$30,000.00	\$28.00	\$56,000.00	\$30.50	\$61,000.00	\$31.00	\$62,000.00	\$30.00	\$60,000.00
10	Select Backfill	CY	7,000	\$2.25	\$15,750.00	\$5.00	\$35,000.00	\$5.00	\$35,000.00	\$2.00	\$14,000.00	\$4.00	\$28,000.00	\$4.50	\$31,500.00	\$3.50	\$24,500.00	\$8.00	\$56,000.00
11	Seeding, Fertilizing, and North American Green SC150 Matting	SY	17,500	\$1.65	\$28,875.00	\$4.50	\$78,750.00	\$1.75	\$30,625.00	\$3.50	\$61,250.00	\$3.25	\$56,875.00	\$2.75	\$48,125.00	\$1.85	\$32,375.00	\$2.15	\$37,625.00
12	Seeding, Fertilizing, and North American Green SC250 Matting (Lot 3)	SY	5,600	\$2.90	\$16,240.00	\$4.50	\$25,200.00	\$5.00	\$28,000.00	\$5.00	\$28,000.00	\$4.50	\$25,200.00	\$3.75	\$21,000.00	\$4.75	\$26,600.00	\$4.10	\$22,960.00
12a	Seeding, Fertilizing, and North American Green SC150 Permanent Ditch Matting	SY	1,500	\$3.00	\$4,500.00	\$4.50	\$6,750.00	\$3.75	\$5,625.00	\$3.50	\$5,250.00	\$4.00	\$6,000.00	\$2.75	\$4,125.00	\$1.85	\$2,775.00	\$4.25	\$6,375.00
12b	Grass Swale	LF	2,600	\$5.25	\$13,650.00	\$5.45	\$14,170.00	\$9.50	\$24,700.00	\$8.50	\$22,100.00	\$10.00	\$26,000.00	\$3.75	\$9,750.00	\$17.05	\$44,330.00	\$15.00	\$39,000.00
13	Catch Basin	EA	3	\$2,450.00	\$7,350.00	\$2,400.00	\$7,200.00	\$2,500.00	\$7,500.00	\$4,725.00	\$14,175.00	\$8,100.00	\$24,300.00	\$2,200.00	\$6,600.00	\$3,255.00	\$9,765.00	\$4,000.00	\$12,000.00
13a	Yard Inlet	EA	6	\$3,450.00	\$20,700.00	\$2,000.00	\$12,000.00	\$3,500.00	\$21,000.00	\$3,600.00	\$21,600.00	\$3,400.00	\$20,400.00	\$1,800.00	\$10,800.00	\$3,465.00	\$20,790.00	\$4,000.00	\$24,000.00
14	Curb Inlet	EA	8	\$3,150.00	\$25,200.00	\$2,300.00	\$18,400.00	\$3,250.00	\$26,000.00	\$3,400.00	\$27,200.00	\$3,300.00	\$26,400.00	\$2,200.00	\$17,600.00	\$3,255.00	\$26,040.00	\$2,700.00	\$21,600.00
15	Junction Box	EA	3	\$3,400.00	\$10,200.00	\$3,300.00	\$9,900.00	\$3,600.00	\$10,800.00	\$3,250.00	\$9,750.00	\$3,800.00	\$11,400.00	\$2,400.00	\$7,200.00	\$3,150.00	\$9,450.00	\$3,500.00	\$10,500.00
16	30" Curb and Gutter	LF	1,350	\$16.00	\$21,600.00	\$51.00	\$68,850.00	\$18.00	\$24,300.00	\$25.00	\$33,750.00	\$20.50	\$27,675.00	\$22.00	\$29,700.00	\$22.00	\$29,700.00	\$18.00	\$24,300.00
17	Concrete Sidewalk	SY	520	\$47.00	\$24,440.00	\$65.00	\$33,800.00	\$50.00	\$26,000.00	\$58.50	\$30,420.00	\$36.00	\$18,720.00	\$37.00	\$19,240.00	\$50.40	\$26,208.00	\$30.00	\$15,600.00
17a	Concrete Sidewalk for Greenway	SY	100	\$42.00	\$4,200.00	\$65.00	\$6,500.00	\$70.00	\$7,000.00	\$58.50	\$5,850.00	\$71.00	\$7,100.00	\$39.00	\$3,900.00	\$100.00	\$10,000.00	\$39.00	\$3,900.00
18	18" HDPE Pipe	LF	140	\$24.00	\$3,360.00	\$30.00	\$4,200.00	\$25.00	\$3,500.00	\$22.50	\$3,150.00	\$22.50	\$3,150.00	\$28.00	\$3,920.00	\$45.00	\$6,300.00	\$41.00	\$5,740.00
19	18" RCP	LF	180	\$38.00	\$6,840.00	\$40.00	\$7,200.00	\$40.00	\$7,200.00	\$25.00	\$4,500.00	\$40.00	\$7,200.00	\$33.00	\$5,940.00	\$29.40	\$5,292.00	\$41.00	\$7,380.00
20	24" RCP	LF	900	\$44.00	\$39,600.00	\$50.00	\$45,000.00	\$45.00	\$40,500.00	\$35.00	\$31,500.00	\$47.00	\$42,300.00	\$48.00	\$43,200.00	\$44.10	\$39,690.00	\$53.00	\$47,700.00
21	36" RCP	LF	1,700	\$73.00	\$124,100.00	\$80.00	\$136,000.00	\$75.00	\$127,500.00	\$64.00	\$108,800.00	\$79.00	\$134,300.00	\$81.00	\$137,700.00	\$86.10	\$146,370.00	\$90.00	\$153,000.00
22	42" RCP	LF	240	\$82.00	\$19,680.00	\$90.00	\$21,600.00	\$85.00	\$20,400.00	\$92.00	\$22,080.00	\$100.00	\$24,000.00	\$105.00	\$25,200.00	\$94.50	\$22,680.00	\$135.00	\$32,400.00
23	Flared End Section	EA	5	\$1,200.00	\$6,000.00	\$2,400.00	\$12,000.00	\$1,250.00	\$6,250.00	\$2,200.00	\$11,000.00	\$1,700.00	\$8,500.00	\$1,200.00	\$6,000.00	\$3,255.00	\$16,275.00	\$2,300.00	\$11,500.00
24	Stabilization	TON	350	\$27.50	\$9,625.00	\$35.00	\$12,250.00	\$30.00	\$10,500.00	\$28.00	\$9,800.00	\$28.00	\$9,800.00	\$40.00	\$14,000.00	\$37.80	\$13,230.00	\$65.00	\$22,750.00
25	w/ Filter Fabric	EA	3	\$500.00	\$1,500.00	\$1,600.00	\$4,800.00	\$500.00	\$1,500.00	\$200.00	\$600.00	\$5,000.00	\$15,000.00	\$900.00	\$2,700.00	\$750.00	\$2,250.00	\$5,000.00	\$15,000.00
26	Wetpond #1	LS	1	\$211,500.00	\$211,500.00	\$98,000.00	\$98,000.00	\$220,000.00	\$220,000.00	\$205,650.00	\$205,650.00	\$183,000.00	\$183,000.00	\$280,000.00	\$280,000.00	\$229,845.00	\$229,845.00	\$250,000.00	\$250,000.00
27	Wetpond #2	LS	1	\$148,000.00	\$148,000.00	\$60,000.00	\$60,000.00	\$165,000.00	\$165,000.00	\$158,000.00	\$158,000.00	\$105,400.00	\$105,400.00	\$180,000.00	\$180,000.00	\$170,100.00	\$170,100.00	\$175,000.00	\$175,000.00
28	8" ABC Stone (Asphalt Road)	SY	2,800	\$13.75	\$38,500.00	\$15.00	\$42,000.00	\$12.50	\$35,000.00	\$12.00	\$33,600.00	\$13.50	\$37,800.00	\$15.00	\$42,000.00	\$13.50	\$37,800.00	\$14.00	\$39,200.00
29	1.5" SF9.5A Asphalt Surface Course	SY	10,500	\$10.75	\$112,875.00	\$9.00	\$94,500.00	\$10.75	\$112,875.00	\$11.00	\$115,500.00	\$11.50	\$120,750.00	\$11.00	\$115,500.00	\$7.75	\$81,375.00	\$9.00	\$94,500.00
30	2.5" I19.0B Asphalt Intermediate Course	SY	2,800	\$12.40	\$34,720.00	\$15.00	\$42,000.00	\$11.25	\$31,500.00	\$15.75	\$44,100.00	\$12.50	\$35,000.00	\$18.00	\$50,400.00	\$12.60	\$35,280.00	\$13.00	\$36,400.00
31	6" ABC Stone (Gravel Road)	SY	1,340	\$10.50	\$14,070.00	\$12.00	\$16,080.00	\$9.50	\$12,730.00	\$10.00	\$13,400.00	\$10.50	\$14,070.00	\$12.00	\$16,080.00	\$10.10	\$13,534.00	\$20.00	\$26,800.00
32	Seeding, Fertilizing, and Mulching	LS	1	\$55,200.00	\$55,200.00	\$55,000.00	\$55,000.00	\$35,000.00	\$35,000.00	\$92,400.00	\$92,400.00	\$32,800.00	\$32,800.00	\$50,875.00	\$50,875.00	\$25,200.00	\$25,200.00	\$95,000.00	\$95,000.00
33	12" Ductile Iron Water Line Installation	LF	1,600	\$55.50	\$88,800.00	\$58.00	\$92,800.00	\$60.00	\$96,000.00	\$55.00	\$88,000.00	\$60.00	\$96,000.00	\$62.00	\$99,200.00	\$57.75	\$92,400.00	\$53.00	\$84,800.00
34	12" Mechanical Joint Gate Valves w/ Adjustable Cast Iron Valve Boxes	EA	4	\$2,775.00	\$11,100.00	\$2,900.00	\$11,600.00	\$3,200.00	\$12,800.00	\$3,100.00	\$12,400.00	\$2,800.00	\$11,200.00	\$5,600.00	\$22,400.00	\$2,100.00	\$8,400.00	\$3,200.00	\$12,800.00
35	Fire Hydrant Assembly	EA	3	\$4,550.00	\$13,650.00	\$4,500.00	\$13,500.00	\$4,800.00	\$14,400.00	\$4,500.00	\$13,500.00	\$4,600.00	\$13,800.00	\$5,100.00	\$15,300.00	\$4,200.00	\$12,600.00	\$4,600.00	\$13,800.00
36	Compact Ductile Iron Fittings	LBS	1,400	\$5.00	\$7,000.00	\$9.00	\$12,600.00	\$6.50	\$9,100.00	\$6.00	\$8,400.00	\$3.25	\$4,550.00	\$6.00	\$8,400.00	\$5.80	\$8,120.00	\$5.00	\$7,000.00
37	4' Diameter Sewer Manholes	EA	4	\$3,250.00	\$13,000.00	\$2,900.00	\$11,600.00	\$3,500.00	\$14,000.00	\$4,500.00	\$18,000.00	\$4,400.00	\$17,600.00	\$4,500.00	\$18,000.00	\$3,045.00	\$12,180.00	\$3,500.00	\$14,000.00
38	Sewer Manhole	EA	1	\$600.00	\$600.00	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$4,000.00	\$4,000.00	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00	\$1,050.00	\$1,050.00	\$4,000.00	\$4,000.00
39	12" Ductile Iron Sewer Line	LF	840	\$59.00	\$49,560.00	\$58.00	\$48,720.00	\$65.00	\$54,600.00	\$68.00	\$57,120.00	\$61.00	\$51,240.00	\$87.00	\$73,080.00	\$69.30	\$58,212.00	\$92.00	\$77,280.00
40	Electrical Ductbank 'A' - 15 Way	LF	350	\$196.00	\$68,600.00	\$350.00	\$122,500.00	\$315.00	\$110,250.00	\$250.00	\$87,500.00	\$200.00	\$70,000.00	\$200.00	\$70,000.00	\$305.00	\$106,750.00	\$335.00	\$117,250.00
41	w/4-Way Fiber	LF	285	\$245.00	\$69,825.00	\$390.00	\$111,150.00	\$360.00	\$102,600.00	\$300.00	\$85,500.00	\$250.00	\$71,250.00	\$240.00	\$68,400.00	\$400.00	\$114,000.00	\$391.00	\$111,435.00
42	Electrical Manholes	EA	6	\$17,355.00	\$104,130.00	\$16,500.00	\$99,000.00	\$21,750.00	\$130,500.00										