

## AGENDA

Catawba County Board of Commissioners Meeting  
Monday, November 21, 2016, 7:00 p.m.  
Robert E. Hibbitts Meeting Room, 1924 Courthouse  
30 North College Avenue, Newton, NC

1. Call to Order.
2. Pledge of Allegiance to the Flag.
3. Invocation.
4. [Approval of the Minutes from the Board's Regular and Closed Session of October 17, 2016.](#)
5. Recognition of Special Guests.
6. Public Comments.
7. Presentation:  
[Farm City Week Proclamation. Presented to Cooperative Extension Director George Place, Immigrant Agricultural Program Coordinator Der Xiong, and Extension Agent Donna Mull.](#)
8. Public Hearings:
  - a. [Rezoning Request – 2.3 Acres from R-40 Residential/RC Rural Commercial to RC Rural Commercial District. Presented by Senior Planner Chris Timberlake.](#)
  - b. [Rezoning Request – 1.69 Acres from R-40 Residential to Highway Commercial \(HC\) District. Presented by Senior Planner Chris Timberlake.](#)
9. [Appointments.](#)
10. Consent Agenda:
  - a. [Bean Property Acquisition.](#)
  - b. [Sale of Landfill Equipment by Public Action.](#)
  - c. [Extension for Listing Personal Property.](#)
  - d. [Tax Refund Requests.](#)
  - e. [Resolution Approving the 2017 Board of Commissioners Meeting Schedule.](#)
11. Departmental Reports.  
Utilities and Engineering.  
[Update on Water and Sewer Strategic Planning. Presented by Utilities and Engineering Director Barry Edwards.](#)
12. Other Items of Business.
13. Attorneys' Report.
14. Manager's Report.

## 15. 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 December Board of Commissioner Meetings will take place on Monday, December 5, 2016, 7:30 a.m. (A Strategic Planning Workshop will take place before the Board's Regular Meeting), 2<sup>nd</sup> Floor Meeting Room, Government Center, Newton and Monday, December 19, 2016, 7:00 p.m., 1924 Courthouse, Newton.

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

*“Keeping the Spirit Alive Since 1842!”*

## **PROCLAMATION**

### ***Farm-City Week in Catawba County***

**WHEREAS**, the growth and development of the County and the well-being of all of its citizens are dependent upon cooperation and exchange between the two essential environments of our society: urban and rural people; and

**WHEREAS**, the complexities of their individual problems and the divergence of their activities may lead to a widening gap of misunderstanding; and

**WHEREAS**, any gap of misunderstanding must be eliminated, and each group must understand the other if our American way of life is to endure; and

**WHEREAS**, Farm-City Week provides an unparalleled experience for farm and city people to become better acquainted and work hand in hand for the betterment of our community; and

**WHEREAS**, local agriculture and locally grown foods are an important part of a sound economy, a safe and secure food supply, and our strong rural heritage.

**NOW, THEREFORE, THE CATAWBA COUNTY BOARD OF COMMISSIONERS**, does hereby proclaim November 21-28, 2016, as “**Farm-City Week**,” and calls upon all citizens of the County to participate to the limit of their capabilities in the activities and events associated with a successful Farm-City Week in Catawba County.

This 21st day of November, 2016.

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

## MEMORANDUM

TO: Catawba County Board of Commissioners

FROM: Chris Timberlake, Senior Planner

DATE: November 21, 2016

IN RE: Rezoning Request – 1912 Bethany Church Road

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### REQUEST

Consider an application to rezone approximately 2.3 acres from R-40 Residential/RC Rural Commercial to RC Rural Commercial District.

#### Purpose of Zoning District

The current R-40 Residential district requires a minimum lot size of 40,000 square feet (approx. 1 acre) and provides for single-family residential and agricultural uses. The Rural Commercial district requires a minimum lot size of 20,000 square feet (approx. 1/2 acre) and provides small areas for office, service, and retail uses designed in scale with surrounding residential uses.

### REVIEW/BACKGROUND

#### Location/Zoning

The property for which the rezoning request is being considered is located at 1912 Bethany Church Road in the Balls Creek Small Area Planning District, Caldwell Township, and further identified by Parcel Identification Number 3659-15-64-3661.

The area depicted as Parcel 1A, on the attached map, is split-zoned R-40 Residential and RC Rural Commercial. It is occupied by several manufactured homes. The surrounding parcels contain the zoning districts and uses described below.

- *North* – Parcel 2 is zoned R-40 Residential (1 acre minimum) and contains two single-family residences and accessory structures. Parcels 3 and 4 are zoned R-40 Residential and each contain single-family residences and accessory structures.
- *South* – Parcel 8 is zoned RC Rural Commercial and is the location of a convenience store. Parcel 7 is zoned R-40 Residential and contains a single-family residence.
- *East* – Parcels 5 and 6 are zoned R-40 Residential. Parcel 5 is vacant. Parcel 6 contains a single-family residence.
- *West* – Parcels 9 and 10 are zoned HC Highway Commercial. Each contains non-residential uses.



### Zoning History

None to report.

### Land Use

The subject property is within the Mixed Use Corridor-Overlay district requiring increased architectural standards and pedestrian scale design upon future development. It is also within the Rural Preservation-Overlay district requiring a 100-foot setback from the Highway 16 right-of-way. Non-residential development standards (i.e. parking, landscaping, setbacks, buffering, etc.) within the Unified Development Ordinance will regulate any further development of the property if it is rezoned to Highway Commercial.

The applicant is requesting the rezoning in an effort to relocate the convenience store that currently exists on Parcel 8. The widening of South NC Highway 16 requires additional right-of-way that jeopardizes the current stores location.

### Utilities

Public water and sewer are not available at this time. Public water expansion is planned with the widening of NC Highway 16.

### Transportation

NC Highway 16 is designated as a major thoroughfare in the 2035 Greater Hickory Urban Area Long Range Transportation Plan. Traffic counts taken in 2013 northwest and southeast of the site measured 12,000 average trips per day. NC Highway 16 is designed to accommodate approximately 12,000 – 15,000 vehicles per day. NCDOT is currently purchasing right-of-way for the planned widening of south NC Highway 16. Construction of the widening project is expected to begin in 2017.

Bethany Church Road is designated as a minor thoroughfare in the 2035 Greater Hickory Urban Area Long Range Transportation Plan. Traffic counts taken north of the site in 2013 measured 4,000 average trips per day. Bethany Church Road is designed to accommodate approximately 10,000 – 12,000 vehicles per day. The plan does not recommend any transportation improvements for Bethany Church Road at this time. Future development of the property should not overburden the existing thoroughfare.

### Land Use Plan

The Balls Creek Small Area Plan, accepted on June 16, 2003, serves as the current land use plan for this area. Map 5, titled "Future Land Use Recommendations," depicts the property as being located in an area recommended for neighborhood commercial development. The Highway Commercial district is equivalent to the neighborhood commercial area designated in the plan.

**STAFF RECOMMENDATION**

Staff recommends the 2.3 acres owned by Kay Sigmon be rezoned from R-40 Residential/RC Rural Commercial to Rural Commercial district based upon:

- 1) The property's proximity to other Highway Commercial and Rural Commercial properties;
- 2) The property's proximity to existing non-residential establishments; and
- 3) The request being consistent with the accepted Balls Creek Small Area Plan, future land use recommendations.

**Planning Board Hearing Discussion**

The Planning Board held a public hearing on October 31, 2016 to consider the request. Mrs. Nelson, a resident within Ms. Sigmon's manufactured home park, shared concerns about the cost of moving the manufactured home her and her husband own. One of Mrs. Nelson's friends also spoke with concern for Mrs. Nelson's financial burden to move the home. The board shared concern but, felt it was a matter to be determined between the property owner, Ms. Sigmon, and the tenant, Mrs. Nelson. There were no questions from the board.

**PLANNING BOARD RECOMMENDATION**

The Planning Board voted 7-0 to recommend to the Catawba County Board of Commissioners, that the 2.3 acres owned by Kay Sigmon be rezoned from R-40 Residential/RC Rural Commercial to Rural Commercial district based upon:

- 1) The property's proximity to other Highway Commercial and Rural Commercial properties;
- 2) The property's proximity to existing non-residential establishments; and
- 3) The request being consistent with the accepted Balls Creek Small Area Plan, future land use recommendations.

## ***Applicant***

Thom Nguyen

## ***Request***

Rezone approximately 2.3 acres of a parcel from R-40 Residential/RC Rural Commercial to Rural Commercial (RC) District

## ***Location***


1912 Bethany Church Road

## ***Date***

November 21, 2016

# REZONING REQUEST MAP

Applicant: Nguyen  
PIN - 3659-15-64-3661  
R-40 Residential/RC Rural Commercial  
to RC Rural Commercial

 Area to be Rezoned

 Subject Parcel

 Structures

## County Zoning

 HC

 R-30

 R-40

 RC

 MUC-O

 RP-O

1 Through 10 - See Adjacent Property Owner List



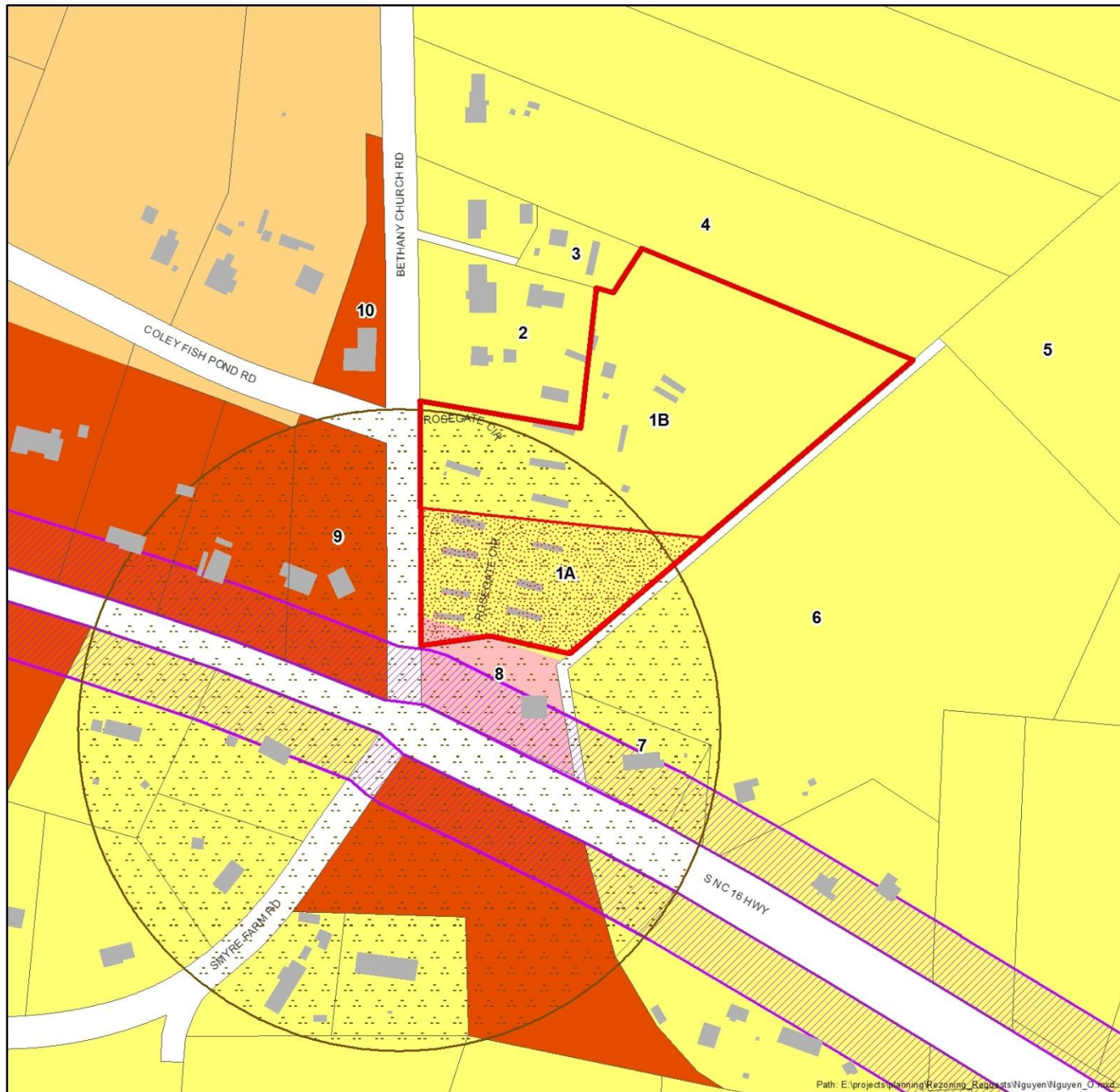
1 inch = 250 feet

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.

## FOCUS AREA



CATAWBA COUNTY, NC




Path: E:\projects\Planning\Rezoning\_Requests\Nguyen\Nguyen\_O\mod



# REZONING REQUEST MAP

Applicant: Nguyen  
PIN - 3659-15-64-3661  
R-40 Residential/RC Rural Commercial  
to RC Rural Commercial

-  Subject Parcel
-  Area to be Rezoned
-  Parcels

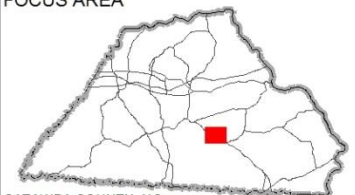
1 Through 10 - See Adjacent Property Owner List



1 inch = 250 feet

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## FOCUS AREA



CATAWBA COUNTY, NC





# Subject & Adjacent Properties





# Subject Property





# Adjacent Properties





## Purpose - Review

- The R-40 Residential district, requires a minimum lot size of 40,000 square feet (1 acre), and is considered a low density “general use” district. Predominate uses in this district include single-family homes and agriculture.
- The Rural Commercial district requires a minimum lot size of 1/2 acre and provides small areas for offices, services, and retail use designed is scale with residential uses.

# Utilities

- Public water does not exist along NC 16 Highway at this time. Public water installation is planned with the widening of NC Highway 16.
- Public sewer is not available. The property would be served by private septic.

# Transportation

- NC Highway 16 is designated as a major thoroughfare in the 2035 Greater Hickory Urban Area Long Range Transportation Plan.
- Traffic counts taken in 2013 northwest and southeast of the site measured 12,000 average trips per day.
- NC Highway 16 is designed to accommodate approximately 12,000 – 15,000 vehicles per day.
- NCDOT is currently purchasing right-of-way for the planned widening of south NC Highway 16.
- Construction of the widening project is expected to begin in 2017.

# Transportation

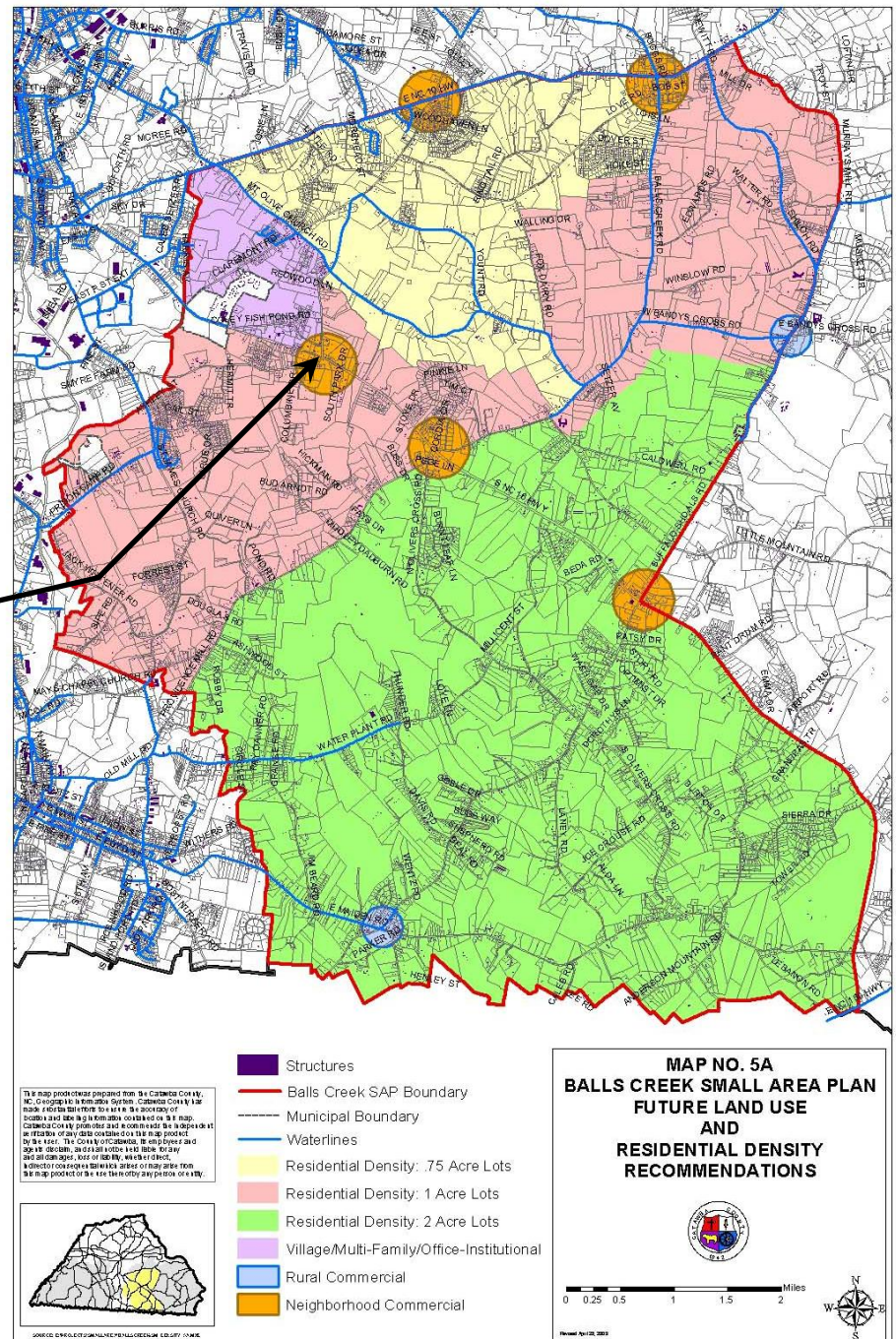
- Bethany Church Road is designated as a minor thoroughfare in the 2035 Greater Hickory Urban Area Long Range Transportation Plan.
- Traffic counts taken north of the site in 2013 measured 4,000 average trips per day.
- Bethany Church Road is designed to accommodate approximately 10,000 – 12,000 vehicles per day.
- The plan does not recommend any transportation improvements for Bethany Church Road at this time.
- Future development of the property should not overburden the existing thoroughfare.

# Land Use Plan

- Property is within the Balls Creek Small Area Plan adopted June 16, 2003.
- Map 5, titled “Future Land Use Recommendation,” depicts the property as being in an area recommended for neighborhood commercial development.
- The request is consistent with the land use recommendations of the adopted plan.

# Future Land Use Recommendations

Subject  
Parcel



## Public Hearing Discussion

- The Planning Board held a public hearing on October 31, 2016 to consider the request.
- Mrs. Nelson, a resident within Ms. Sigmon's manufactured home park, shared concerns about the cost of moving the manufactured home her and her husband own.
- One of Mrs. Nelson's friends also spoke with concern for Mrs. Nelson's financial burden to move the home.
- The board shared concern but, felt it was a matter to be determined between the property owner, Ms. Sigmon, and the tenant, Mrs. Nelson.
- There were no other comments from the board.



# Planning Board Recommendation

The Planning Board voted 7-0 to recommend to the Catawba County Board of Commissioners, that the 2.3 acres owned by Kay Sigmon be rezoned from R-40 Residential/RC Rural Commercial to Rural Commercial district based upon:

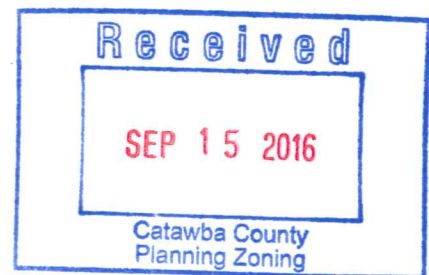
- 1) The property's proximity to other Highway Commercial and Rural Commercial properties;
- 2) The property's proximity to existing non-residential establishments; and
- 3) The request being consistent with the accepted Balls Creek Small Area Plan, future land use recommendations.



Sept. 15, 2016

We are purposing for a rezoning since there will be a widening of Hwy 165 therefore they will be taken part of the Newton Food Mart. We want to rezone the land to commercial so we could move the store back away from the road. Thank You,

Thom ruger



ADJACENT PROPERTY OWNERS

Number	PIN	OWNER	OWNER2	ADDRESS	CITY	STATE	ZIP	BLDG NO	STREET NAME
1	365915643661	DORIS DRUM SIGMON		1966 BETHANY CHURCH RD	NEWTON	NC	28658-8210	2610	ROSEGATE CIR
2	365915641888	DORIS KAY DRUM SIGMON		1966 BETHANY CHURCH RD	NEWTON	NC	28658-8210	1966	BETHANY CHURCH RD
3	365911653072	MARSHALL RODNEY SIGMON		1984 BETHANY CHURCH RD	NEWTON	NC	28658-8210	1984	BETHANY CHURCH RD
4	365911655124	ALEEN WILSON DEAL		2000 BETHANY CHURCH RD	NEWTON	NC	28658-8211	2000	BETHANY CHURCH RD
5	365915743933	JIMMIE PARLIER SHERRILL	SHIRLEY L SHOOK SHERRILL	2713 NC HIGHWAY 16 S	NEWTON	NC	28658-8273		
6	365915648491	THELMA GANTT SHERRILL LFI		2676 NC HIGHWAY 16 S	NEWTON	NC	28658-8207	2654	S NC 16 HWY
7	365915644110	MARK A SHERRILL		2642 NC HIGHWAY 16 S	NEWTON	NC	28658-8207	2642	S NC 16 HWY
8	365915641213	ELO NGUYEN	THOM NGUYEN	419 31ST AVENUE CT NE	HICKORY	NC	28601-9332	2612	S NC 16 HWY
9	365915548479	DAVID LEE ROBERTS	JOYCE C ROBERTS	4211 LANEY RD	MAIDEN	NC	28650-9154	2614	S NC 16 HWY
10	365911559021	DORIS D SIGMON		1966 BETHANY CHURCH RD	NEWTON	NC	28658-8210	1965	BETHANY CHURCH RD

RZ-09-2016-24737  
RZ 2016-05

Catawba County Rezoning/Ordinance Text Amendment Application

Applicant Thom Nguyen Phone # 828-465-0988  
Applicant's Fax 828-465-0988 Applicant's Email ikathy@hotmail.com  
Applicant's Mailing Address 419 31<sup>st</sup> Ave Ct. NE City, State, Zip Hickory NC 28601  
Property Owner Kay D. Sigmon Phone # (828) 404-8247  
Property Owner's Mailing Address ~~1966~~ Bethany Church Rd City, State, Zip Newton, NC 28658  
Parcel 911 Address  PIN # 3659-15-64-3661  
Subdivision Name and Lot #   
Current Zoning District R40/RC Proposed Zoning District RC

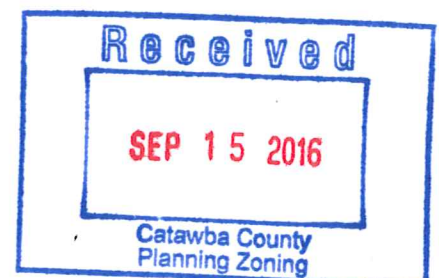
Type of Rezoning Application:

- ☐ **General Rezoning**
- The general information listed below shall be submitted with the rezoning application.
- ☐ **Planned Development Rezoning**
- All information contained in the Planned Development Chart of the Procedures Manual is to be shown on a plan submitted with the application and the general information below.
- ☐ **Special District Rezoning**
- All information contained in the Special District Development Chart of the Procedures Manual is to be shown on a plan submitted with the application and the general information below.
- ☐ **Conditional District Rezoning**
- All information contained in the Conditional District Development Chart of the Procedures Manual is to be shown on a plan submitted with the application. The complete application includes the general information below and specific development conditions substantially agreed to by the staff and applicant as well as a development agreement if applicable.
- ☐ **Manufactured Home Park Rezoning**
- All information contained in the Manufactured Home Park Development Chart of the Procedures Manual is to be shown on a plan submitted with the application and the general information below.
  - Proposed Park Name ~~Rosegate Circle~~
- ☐ **Ordinance Text Amendment**
- Submit general information listed below.

General Information to be attached:

- ☐ If a portion of an existing parcel is requested to be rezoned, a survey of the portion of the parcel(s) covered by the proposed amendment at a scale no smaller than 1 inch equals 200 feet, on a 18 x 24 inch map and one 8 x 11 inch map (30 copies). 1 of each
- ☐ Submittal of 30 copies of each map including digital copies in .pdf or .jpg format.
- ☐ If applicable, a legal description of such land
- ☐ If applicable, a detailed statement of any alleged error in the Unified Development Ordinance which would be corrected by the proposed amendment, and a detailed explanation of the manner the proposed amendment will correct the alleged error.
- ☐ A detailed statement of all other circumstances, factors, and reasons, which applicant offers in support of the proposed zoning map or text amendment.
- ☐ Filing Fee: Per Catawba County Fee Schedule \$720<sup>00</sup>

Applicant's Signature Thom Nguyen Date 9/14/2016  
Property Owner's Signature Kay D. Sigmon Date Sept. 14, 2016





PRELIMINARY  
DO NOT RECORD

Course	Bearing	Distance
L1	S 74°14'46" E	32.71'
L2	N 32°50'02" E	96.92'
L3	N 47°56'54" E	60.08'
L4	N 78°09'03" W	148.96'
L5	S 81°58'45" W	127.80'
L6	N 82°02'39" W	30.34'
L7	N 76°41'26" W	15.22'
L8	S 08°51'37" E	196.39'
L9	N 54°09'24" E	32.36'
L10	N 38°54'33" E	9.86'
L11	S 81°56'57" E	32.74'
L12	S 56°34'35" W	46.26'
L13	N 89°37'26" E	30.80'
L14	N 89°37'26" E	20.34'

#### Approval Certificate for Minor Subdivision Plat

I certify that the subdivision plat shown has been found to comply with the Subdivision Regulations of Catawba County, and is approved for recording in the Office of the Register of Deeds of Catawba County within sixty days of the date of this approval.

Director of Planning or Design

Date

#### Flood Plain Notation

The parcels of land as shown on this plat are not located in a 100-year flood plain

#### Watershed Notation

The parcels of land as shown on this plat are not located in a watershed

#### Ownership and Dedication Certificate for Individual Owners

I (We) certify that: I am (We are) the owner(s) of the property described hereon, which property is located within the subdivision jurisdiction of Catawba County, that I (We) freely adopt this plan of subdivision and dedicate public use all areas shown on this plat such as streets, and easements, except those specifically indicated as private, and that

I (We) will maintain all such areas until the offer of dedication is accepted by the appropriate public authority. All property shown on this plat, dedicated for public use, shall be deemed to be dedicated for any other public use authorized by law when such other use is approved by Catawba County.

Owner Doris K. D. Sigmon

Date

#### STATE OF NORTH CAROLINA COUNTY OF CATAWBA

I, Doris K. D. Sigmon, a Notary Public for said County and State, do hereby certify that personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal, this day of September, 2016.

Notary

My commission expires September, 2016

#### Surveyors Certificate of Survey and Accuracy

I, David S. Clark, P.S., certify that this map was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 15, page 44, etc.) (other); that the boundaries not surveyed are clearly indicated as drawn from information found in Book 27, page 19; that the ratio of precision as calculated is 1:200; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, registration number and seal this 9th day of September, A.D., 2016.

David S. Clark, P.S.  
Surveyor, Registration Number

The survey creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land

David S. Clark, P.S.  
Surveyor

#### Review Officer Certificate

State of North Carolina, County of Catawba I, Review Officer of Catawba County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

Review Officer

Date

Marshall R. Sigmon  
DB 2653 pg 255  
PB 57 pg 186

Doris K. D. Sigmon  
DB 2012 pg 1459

Lot 1  
5.820 Acres  
0.137 AC. IN R/W  
5.683 ACRES NET  
ZONING R-40

Lot 2  
2.362 Acres  
0.174 AC. IN R/W  
2.188 ACRES NET  
ZONING R-40

Elo Nguyen  
DB 2734 pg 1239

Mark A. Sherrill  
DB 1926 pg 1349

Aleen W. Deal  
DB 519 pg 327

Jimmie P. Sherrill  
DB 2623 pg 529

Thelma G. Sherrills LFI  
DB 3223 pg 716

8.182 ACRES TOTAL

#### MINOR Subdivision

for

Doris K. D. Sigmon

Caldwell Township, Catawba County, North Carolina

DB 1924 pg 494

Drawn By DKB

Scale 1"=100'

FB 148 pg 06

Pin 3659-15-64-3661

Small Area Balls Creek

Zoned R-40 & R-C

Date Sept 12th, 2016

Voluntary Agricultural Statement. "Subject property is within 1/2 mile of an approved voluntary agricultural district."

PRELIMINARY  
DO NOT RECORD

DAVID S. CLARK



David S. Clark Surveyor

1920 32nd St. NE, Hickory, NC 28601

Phone 828-256-6400

www.clarksurveying.com

C-2253



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

## **ZONING MAP AMENDMENT CONSISTENCY STATEMENT**

On November 21, 2016 the Catawba County Board of Commissioners conducted a public hearing for the purpose of recommending a zoning map amendment to PIN 3659-15-64-3661 (Case #RZ2016-05). The applicant is Thom Nguyen and the owner is Kay Sigmon.

Upon considering the matter, the Catawba County Board of Commissioners finds the request to be consistent with Map 5 titled "Future Land Use Recommendations" of the Balls Creek Small Area Plan. The board therefore finds the request reasonable for rezoning based upon:

- 1) The property's proximity to other Highway Commercial and Rural Commercial properties;
- 2) The property's proximity to existing non-residential establishments; and
- 3) The request being consistent with the accepted Balls Creek Small Area Plan, future land use recommendations.

This recommendation was affirmed by a vote of \_\_\_\_ - \_\_\_\_ of the Catawba County Board of Commissioners.

\_\_\_\_\_  
Presiding Officer

\_\_\_\_\_  
Date



**Ordinance No. 2016-\_\_\_\_\_**

**AMENDMENT TO THE CATAWBA COUNTY ZONING MAP**

**BE IT ORDAINED BY THE BOARD OF COMMISSIONERS**, that the Catawba County Official Zoning Atlas is hereby amended by rezoning the following described property from R-40 Residential to Highway Commercial district (RZ2016-05).

A portion of a parcel, identified by a survey prepared by David S. Clark, totaling approximately 2.3 acres located at 1912 Bethany Church Road in the Balls Creek Small Area Planning District, Caldwell Township, and further identified by Parcel Identification Number 3659-15-64-3661.

**PLAN CONSISTENCY STATEMENT:**

Pursuant to NCGS 153A-341, the Catawba County Board of Commissioners finds the request to be consistent with Map 5 titled "Future Land Use Recommendations" of the Balls Creek Small Area Plan. The board therefore finds the request reasonable for rezoning based upon:

- 1) The property's proximity to other Highway Commercial and Rural Commercial properties;
- 2) The property's proximity to existing non-residential establishments; and
- 3) The request being consistent with the accepted Balls Creek Small Area Plan, future land use recommendations.

This, the 21st day of November 2016.

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C. Randall Isenhower, Chair

## MEMORANDUM

TO: Catawba County Board of Commissioners

FROM: Chris Timberlake, Senior Planner

DATE: November 21, 2016

IN RE: Rezoning Request – 2600 Smyre Farm Road

---

### REQUEST

Consider an application to rezone approximately 1.69 acres from R-40 Residential to Highway Commercial (HC) District.

#### Purpose of Zoning District

The current R-40 Residential district requires a minimum lot size of 40,000 square feet (approx. 1 acre) and provides for single-family residential and agricultural uses. The Highway Commercial district requires a minimum lot size of 40,000 square feet (approx. 1 acre) and provides areas for highway-oriented business, office, service, and civic uses.

### REVIEW/BACKGROUND

#### Location/Zoning

The property for which the rezoning request is being considered is located at 2600 Smyre Farm Road in the Balls Creek Small Area Planning District, Newton Township, and further identified by Parcel Identification Number 3659-15-54-7140.

The property depicted as Parcel 1, on the attached map, is zoned R-40 Residential and is occupied by a single-family residence. The surrounding parcels contain the zoning districts and uses described below.

- *North* – Parcels 3 and 4 are zoned Highway Commercial (HC). Parcel 3 is the location of an automotive repair business. Structures are located on Parcel 4 but, there doesn't appear to be an active business at the location.
- *South* – Parcel 7 is zoned R-40 Residential (1 acre minimum) and contains a single-family residence.
- *East* – Parcel 5 is zoned RC Rural Commercial (1/2 acre minimum) and is the location of a convenience store. Parcel 6 is zoned HC Highway Commercial and is a vacant property.
- *West* – Parcel 2 is zoned R-40 Residential and is occupied with a single-family residence.

### Zoning History

None to report.

### Land Use

The subject property is within the Mixed Use Corridor-Overlay district requiring increased architectural standards and pedestrian scale design upon future development. It is also within the Rural Preservation-Overlay district requiring a 100-foot setback from the Highway 16 right-of-way. Non-residential development standards (i.e. parking, landscaping, setbacks, buffering, etc.) within the Unified Development Ordinance will regulate any further development of the property if it is rezoned to Highway Commercial.

### Utilities

Public water and sewer are not available at this time. Public water expansion is planned with the widening of NC Highway 16.

### Transportation

NC Highway 16 is designated as a major thoroughfare in the 2035 Greater Hickory Urban Area Long Range Transportation Plan. Traffic counts taken in 2013 northwest and southeast of the site measured 12,000 average trips per day. The highway is designed to accommodate approximately 12,000 – 15,000 vehicles per day. NCDOT is currently purchasing right-of-way for the planned widening of south NC Highway 16. Right-of-way acquisition will affect approximately .38 acres of the subject parcel. Construction of the widening project is expected to begin in 2017.

Smyre Farm Road is designated as a minor thoroughfare in the 2035 Greater Hickory Urban Area Long Range Transportation Plan. Traffic counts taken south of the site in 2013 measured 2,300 average trips per day. Smyre Farm Road is designed to accommodate approximately 10,000 – 12,000 vehicles per day. The plan does not recommend any transportation improvements at this time. Future development of the property should not overburden the existing thoroughfare.

### Land Use Plan

The Balls Creek Small Area Plan, accepted on June 16, 2003, serves as the current land use plan for this area. Map 5, titled "Future Land Use Recommendations," depicts the property as being located in an area recommended for neighborhood commercial development. The Highway Commercial district is equivalent to the neighborhood commercial area designated in the plan.

### **STAFF RECOMMENDATION**

Staff recommends the 1.69 acres owned by Julie Frazier be rezoned from R-40 Residential to Highway Commercial District based upon:

- 1) The property's proximity to other Highway Commercial properties;
- 2) The property's proximity to existing non-residential establishments; and



- 3) The request being consistent with the accepted Balls Creek Small Area Plan, future land use recommendations.

Planning Board Hearing Discussion

The Planning Board held a public hearing on October 31, 2016 to consider the request. Mr. Gene Sigmon, attorney for the applicant, spoke in favor of the applicant's request. No one spoke in opposition to the request. There were no questions from the board.

**PLANNING BOARD RECOMMENDATION**

The Planning Board voted 7-0 to recommend to the Catawba County Board of Commissioners, that the 1.69 acres owned by Julie Frazier be rezoned from R-40 Residential to Highway Commercial (HC) District based upon:

- 1) The property's proximity to other Highway Commercial properties;
- 2) The property's proximity to existing non-residential establishments; and
- 3) The request being consistent with the accepted Balls Creek Small Area Plan, future land use recommendations.

***Applicant***

Julie Frazier

***Request***

Rezone one parcel (1.69 acre total) from R-40 Residential to Highway Commercial (HC) District

***Location***

2600 Smyre Farm Road

***Date***

November 21, 2016

# REZONING REQUEST MAP

Applicant: Frazier  
PIN - 3659-15-54-7140  
R-40 Residential to  
HC Highway Commercial

 Subject Parcel


 Structures

## County Zoning

 HC

 R-30

 R-40

 RC

Subject Parcels fall within the following Overlays:  
MUC-O, RP-O

1 Through 7 - See Adjacent Property Owner List



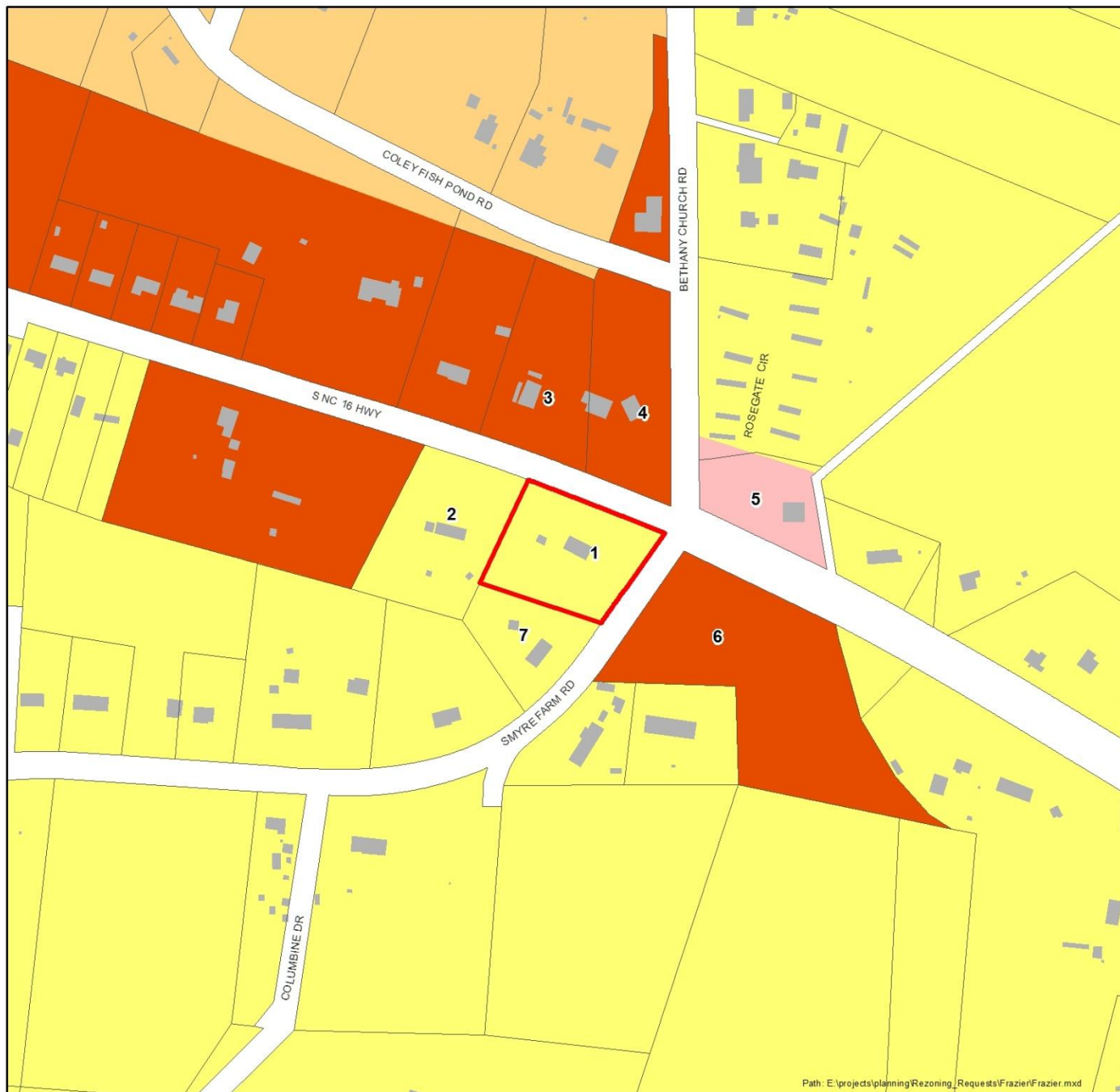
1 inch = 300 feet

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.

## FOCUS AREA



CATAWBA COUNTY, NC







Path: E:\projects\planning\Rezoning\_Requests\Frazier\Frazier.mxd



# REZONING REQUEST MAP

Applicant: Frazier  
PIN - 3659-15-54-7140  
R-40 Residential to  
HC Highway Commercial

-  Creeks
-  Subject Parcel
-  Parcels
-  Ponds, Creeks

Subject Parcels fall within the following Overlays:  
MUC-O, RP-O

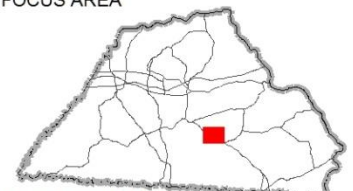
1 Through 7 - See Adjacent Property Owner List



1 inch = 300 feet

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## FOCUS AREA



CATAWBA COUNTY, NC





# Subject & Adjacent Properties





# Subject Property



10/11/2016



# Adjacent Properties



## Purpose - Review

- The R-40 Residential district, requires a minimum lot size of 40,000 square feet (1 acre), and is considered a low density “general use” district. Predominate uses in this district include single-family homes and agriculture.
- The Highway Commercial district requires a minimum lot size of 1 acre and provides areas for highway oriented businesses, offices, services, retail, and civic uses.



# Utilities

- Public water does not exist along NC Highway 16 at this time. Public water is planned along with the widening of NC Highway 16.
- Public sewer is not available. The property would be served by private septic.

# Transportation

- NC Highway 16 is designated as a major thoroughfare in the 2035 Greater Hickory Urban Area Long Range Transportation Plan.
- Traffic counts taken in 2013 northwest and southeast of the site measured 12,000 average trips per day.
- NC Highway 16 is designed to accommodate approximately 12,000 – 15,000 vehicles per day.
- NCDOT is currently purchasing right-of-way for the planned widening of south NC Highway 16.
- Right-of-way acquisition will affect approximately .38 acres of the subject parcel.
- Construction of the widening project is expected to begin in 2017.

# Transportation

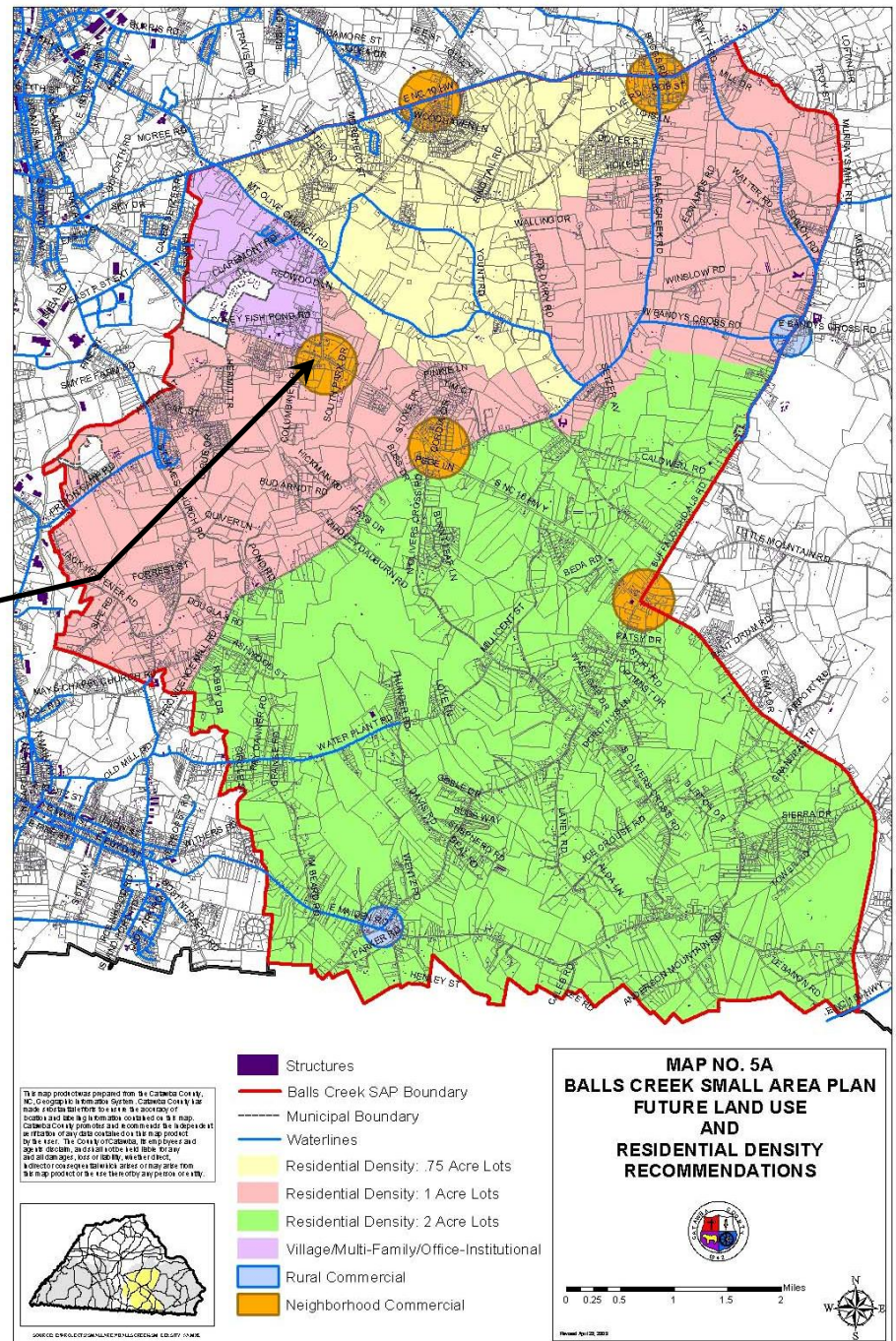
- Smyre Farm Road is designated as a minor thoroughfare in the 2035 Greater Hickory Urban Area Long Range Transportation Plan.
- Traffic counts taken south of the site in 2013 measured 2,300 average trips per day.
- Smyre Farm Road is designed to accommodate approximately 10,000 – 12,000 vehicles per day.
- The plan does not recommend any transportation improvements at this time.
- Future development of the property should not overburden the existing thoroughfare.

# Land Use Plan

- Property is within the Balls Creek Small Area Plan adopted June 16, 2003.
- Map 5, titled “Future Land Use Recommendation,” depicts the property as being in an area recommended for neighborhood commercial development.
- The request is consistent with the land use recommendations of the adopted plan.

# Future Land Use Recommendations

Subject  
Parcel



# Public Hearing Discussion

- The Planning Board held a public hearing on October 31, 2016 to consider the request.
- Mr. Gene Sigmon spoke on behalf of the applicant.
- No one spoke in opposition to the request.
- There were no questions or comments from the board.

# Planning Board Recommendation

The Planning Board voted 7-0 to recommend to the Catawba County Board of Commissioners, that the 1.69 acres owned by Julie Frazier be rezoned from R-40 Residential to Highway Commercial District based upon:

- 1) The property's proximity to other Highway Commercial properties;
- 2) The property's proximity to existing non-residential establishments; and
- 3) The request being consistent with the accepted Balls Creek Small Area Plan, future land use recommendations.



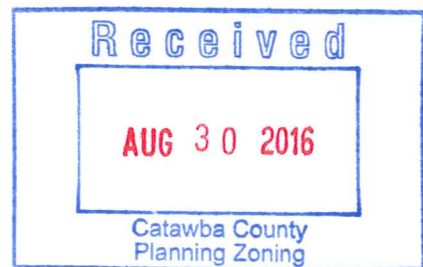
**DETAILED STATEMENT OF PROPOSED ZONING FOR PROPERTY OF  
JULIE FRAIZER**

The Department of Transportation has made a partial acquisition of the Petitioner's land by a partial fee simple acquisition and permanent and temporary easements. The acquisition rendered the Petitioner's property unuseable for residential purposes. The partial taking renders the highest and best use of the property which is any use that conforms to the HC Highway Commercial zoning category. The existing house will be demolished to market the property as an HC Business.

This 2<sup>nd</sup> day of August, 2016.



W. Gene Sigmon, Attorney for Julie Frazier





ADJACENT PROPERTY OWNERS

<u>Label</u>	<u>PIN</u>	<u>OWNER</u>	<u>OWNER 2</u>	<u>ADDRESS</u>	<u>CITY</u>	<u>STATE</u>	<u>ZIP</u>	<u>BLDG NO.</u>	<u>STREET NAME</u>	<u>PIN ZIP</u>
1	365915547140	JULIE FRAZIER		405 S COLLEGE AVE	NEWTON	NC	28658-3411	2600	SMYRE FARM RD	28658
6	365915631846	JIMMY PARLIER SHERRILL	SHIRLEY SHOOK SHERRILL	2713 S NC 16 HWY	NEWTON	NC	28658-8207	2617	S NC 16 HWY	28658
7	365915536941	NADINE CALLOWAY L REVOCABLE LIVING TRUST		2582 SMYRE FARM RD	NEWTON	NC	28658-8631	2582	SMYRE FARM RD	28658
3	365915547580	DAVID LEE ROBERTS	JOYCE C ROBERTS	4211 LANEY RD	MAIDEN	NC	28650-9154	2574	S NC 16 HWY	28658
2	365915544154	FRANCES DARLENE PARLIER		2555 S NC 16 HWY	NEWTON	NC	28658-9624	2555	S NC 16 HWY	28658
4	365915548479	DAVID LEE ROBERTS	JOYCE C ROBERTS	4211 LANEY RD	MAIDEN	NC	28650-9154	2614	S NC 16 HWY	28658
5	365915641213	ELO NGUYEN	THOM NGUYEN	419 31ST AVENUE CT NE	HICKORY	NC	28601-9332	2612	S NC 16 HWY	28658

## Catawba County Rezoning/Ordinance Text Amendment Application

Applicant Julie Frazier Phone # 828-850-4389  
Applicant's Fax        Applicant's Email         
Applicant's Mailing Address 405 S. College Avenue City, State, Zip Newton, NC 28658  
Property Owner Julie Frazier Phone # 828-850-4389  
Property Owner's Mailing Address 405 South College Ave. City, State, Zip Newton, NC 28658  
Parcel 911 Address 2600 Smyre Farm Road, Newton 28658 PIN # Parcel ID: 3659-15-54-7140  
Subdivision Name and Lot #         
Current Zoning District R-40 Proposed Zoning District MC

Type of Rezoning Application:

☒ **General Rezoning**

- The general information listed below shall be submitted with the rezoning application.

☐ **Planned Development Rezoning**

- All information contained in the Planned Development Chart of the Procedures Manual is to be shown on a plan submitted with the application and the general information below.

☐ **Special District Rezoning**

- All information contained in the Special District Development Chart of the Procedures Manual is to be shown on a plan submitted with the application and the general information below.

☐ **Conditional District Rezoning**

- All information contained in the Conditional District Development Chart of the Procedures Manual is to be shown on a plan submitted with the application. The complete application includes the general information below and specific development conditions substantially agreed to by the staff and applicant as well as a development agreement if applicable.

☐ **Manufactured Home Park Rezoning**

- All information contained in the Manufactured Home Park Development Chart of the Procedures Manual is to be shown on a plan submitted with the application and the general information below.
- Proposed Park Name

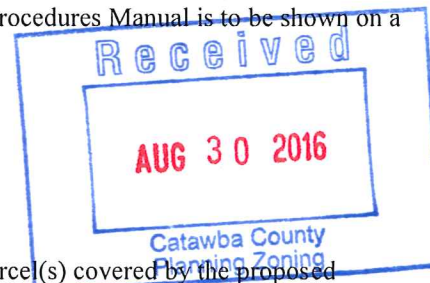
☐ **Ordinance Text Amendment**

- Submit general information listed below.

**General Information to be attached:**

- ☐ If a portion of an existing parcel is requested to be rezoned, a survey of the portion of the parcel(s) covered by the proposed amendment at a scale no smaller than 1 inch equals 200 feet, on a 18 x 24 inch map and one 8 x 11 inch map (30 copies).
- ☐ Submittal of 20 copies of each map including digital copies in .pdf or .jpg format. 12 copies
- ☒ If applicable, a legal description of such land
- ☐ If applicable, a detailed statement of any alleged error in the Unified Development Ordinance which would be corrected by the proposed amendment, and a detailed explanation of the manner the proposed amendment will correct the alleged error.
- ☒ A detailed statement of all other circumstances, factors, and reasons, which applicant offers in support of the proposed zoning map or text amendment.
- ☒ Filing Fee: Per Catawba County Fee Schedule

Applicant's Signature Julie Frazier Date 4-6-16  
Property Owner's Signature Julie Frazier Date 4-6-16





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

## **ZONING MAP AMENDMENT CONSISTENCY STATEMENT**

On November 21, 2016 the Catawba County Board of Commissioners conducted a public hearing for the purpose of recommending a zoning map amendment to PIN 3659-15-54-7140 (Case #RZ2016-04). The applicant/owner is Julie Frazier.

Upon considering the matter, the Catawba County Board of Commissioners finds the request to be consistent with Map 5 titled "Future Land Use Recommendations" of the Balls Creek Small Area Plan. The board therefore finds the request reasonable for rezoning based upon:

- 1) The property's proximity to other Highway Commercial properties;
- 2) The property's proximity to existing non-residential establishments; and
- 3) The request being consistent with the accepted Balls Creek Small Area Plan, future land use recommendations.

This recommendation was affirmed by a vote of \_\_\_\_ - \_\_\_\_ of the Catawba County Board of Commissioners.

\_\_\_\_\_  
Presiding Officer

\_\_\_\_\_  
Date



**Ordinance No. 2016-\_\_\_\_\_**

**AMENDMENT TO THE CATAWBA COUNTY ZONING MAP**

**BE IT ORDAINED BY THE BOARD OF COMMISSIONERS**, that the Catawba County Official Zoning Atlas is hereby amended by rezoning the following described property from R-40 Residential to Highway Commercial district (RZ2016-04).

One parcel totaling approximately 1.69 acres located at 2600 Smyre Farm Road in the Balls Creek Small Area Planning District, Newton Township, and further identified by Parcel Identification Number 3659-15-54-7140.

**PLAN CONSISTENCY STATEMENT:**

Pursuant to NCGS 153A-341, the Catawba County Board of Commissioners finds the request to be consistent with Map 5 titled "Future Land Use Recommendations" of the Balls Creek Small Area Plan. The board therefore finds the request reasonable for rezoning based upon:

- 1) The property's proximity to other Highway Commercial properties;
- 2) The property's proximity to existing non-residential establishments; and
- 3) The request being consistent with the accepted Balls Creek Small Area Plan, future land use recommendations.

This, the 21st day of November 2016.

---

C. Randall Isenhower, Chair

## **APPOINTMENTS**

### **BARBARA BEATTY Nursing and Rest Home Advisory Board**

Vice-Chair Beatty recommends the appointment of Gloria Loftin for a first term on the Nursing and Rest Home Advisory Board to succeed Rodney Franklin. This term will expire November 16, 2017.

### **BARBARA BEATTY Catawba County Planning Board**

12/31/16

Larry Drum

Eligible for a 3<sup>rd</sup> term

Rusty Lutz

Eligible for a 5<sup>th</sup> term

Sybil Stewart

Eligible for a 2<sup>nd</sup> term

4-year terms

Vice-Chair Beatty recommends the reappointment of Sybil Stewart for a second term, Larry Drum for a third term and Rusty Lutz for a fifth term on the Catawba County Planning Board. These terms will expire December 31, 2020.

### **BARBARA BEATTY Catawba County Board of Adjustment**

Vice-Chair Beatty recommends the reappointment of John Marino for a second term and the appointment of Christine Curcio for a first term to succeed Troy Sigman on the Catawba County Board of Adjustment. These terms will expire November 30, 2019.

### **SHERRY BUTLER WPCOG COUNCIL ON AGING**

Commissioner Butler recommends the reappointment of Dianna Osborne for a second term on the Western Piedmont Council of Governments Council on Aging. This term will expire November 17, 2020.



## **MEMORANDUM**

To: Catawba County Board of Commissioners

From: Finance and Personnel Subcommittee

Date: November 21, 2016

Re: Bean Property Acquisition

### **Request**

The Finance and Personnel Subcommittee recommends the Board of Commissioners approve the acquisition of approximately 209 acres located on Riverbend Road.

### **Background**

Byron Bean owns approximately 209 acres of land immediately adjacent to Riverbend Park. Mr. Bean's late wife, Harriet Hafer Bean, stipulated in her will that the land be used for educational, conservational and recreational purposes. The tax value on the property is \$1,076,800 and Mr. Bean believes the value to be closer to \$1,400,000. Mr. Bean has offered the property to the County for a greatly reduced price of \$400,000.

Pursuant to negotiation and Board approval, closing is scheduled for January 5, 2017. The County would make an initial payment of \$100,000 at closing, pay \$100,000 by January 5, 2018 and the final payment of \$200,000 by January 5, 2019. The only restrictions Mr. Bean asked for are that the property not be subdivided, be used exclusively as a park for health, recreational, and educational purposes and the park and/or property bear a name which honors Harriet Hafer Bean. The County has ordered a survey and Environmental Site Assessment.

Jim Ingles has been raising cattle and producing hay on the land for many years. Included in the agreement is that the County will lease Mr. Ingles a portion of the acreage for one year so that he can sell or relocate the cattle.

Acquisition of contiguous properties is a top priority in the Parks Master Plan (adopted December 2007 and updated May 2015). It is consistent with the strategy of the NC Parks Master Plan for conservation and the preservation of open space. The addition of the 209 acres will bring the park's total acreage to 689.33 acres. This level of recreational acreage is regionally significant. Over 8 miles of natural surface trail can be added to Riverbend's existing 12 miles of natural surface trails, and additional activities yet to be identified could be phased in over time.

Funding to support this acquisition has been set aside from proceeds from the sale of a County-owned property on Slanting Bridge Road, which occurred last fiscal year.

**Recommendation**

The Finance and Personnel Subcommittee recommends the Board of Commissioners, subject to a satisfactory Environmental Site Assessment and survey, approve the acquisition of approximately 209 acres located on Riverbend Road, approve a budget transfer and authorize Chair Isenhower to execute any necessary documents including a Deed of Trust, Promissory Note and Lease Agreement.

**Budget Transfer:****Revenue:**

110-190050-690100	Fund Balance Appropriated	\$50,000
410-460100-695110	From General Fund	\$50,000

**Expenditures:**

110-190900-995410	To General Capital Projects	\$50,000
410-460100-988000-18014	Riverbend Park Improvements	\$50,000

**STATE OF NORTH CAROLINA**

**LEASE AGREEMENT**

**CATAWBA COUNTY**

**THIS LEASE** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between **Catawba County, North Carolina**, (the "Lessor"), and **Jimmy Allen Ingle**, (the "Lessee"), of Catawba County, North Carolina.

**W I T N E S S E T H :**

**Recitals**

The Lessor is the owner of certain real property located at

**7490 River Bend Road  
Claremont, North Carolina 28610**

The Lessee desires to lease pastures (see attached Exhibit A) on said property from the Lessor for a period of one (1) year, and the Lessor has agreed to such arrangement.

The terms and conditions of the agreement between the parties shall be as follows:

**Lease Agreement**

**1. Term of Lease.** The lease period shall commence on the 5th day of January 2017, and extend through and including the 4th day of January 2018, unless sooner terminated as hereinafter provided.

**2. Consideration.** The Lessee agrees to pay to the Lessor annual rent in the amount of **\$1.00** due and payable in advance on or before the 4th day of January 2017.

**3. Condition of Premises.** The Lessee hereby accepts the premises from the Lessor in their present condition and covenants that he will return said premises to the Lessor at the termination of the lease period in as good a condition as they have been received, reasonable wear and tear excepted.

**4. Taxes, Insurance and Utilities.** The Lessor shall be responsible for the payment of all hazard insurance, real estate taxes and assessments levied or assessed upon the demised premises during the lease period.

**5. Indemnity Insurance.** Lessee agrees to and hereby does indemnify and save Lessor harmless against all claims for damages to persons or property by reason of Lessee's use or occupancy of the Premises, and all expenses incurred by Lessor as a result thereof, including attorney's fees and court costs. Supplementing the foregoing and in addition thereto, Lessee shall during all times of this Lease and any extension or renewal thereof, and at Lessee's expense, maintain in full force and effect comprehensive general liability insurance with limits of \$1,000,000.00 per occurrence, which insurance shall contain a special endorsement recognizing and insuring any liability accruing to Lessee, and naming Lessor as an additional insured. Lessee shall provide evidence of such insurance to Lessor prior to the commencement of the term of this Lease. Lessor and Lessee each hereby release and relieve the other, and waive any right of recovery, for loss or damage arising out of or incident to the perils insured against which perils occur in, on or about the Premises, whether due to the negligence of Lessor or Lessee or their agents, employees, contractors and/or invitees, to the extent that such loss or damage is within the policy limits of said comprehensive general liability insurance. Lessor and Lessee shall, upon obtaining the policies of insurance required, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

**6. Alterations.** No alterations or changes shall be made to the leased premises without the written consent of the Lessor. Further, any additions to or changes in said improvements shall, upon completion, become the property of the Lessor.

**7. Liens.** The Tenant shall not allow any lien for work done to or on said premises to be assessed against said property.

**8. Repairs.** All repairs to the leased premises during the lease period shall be the responsibility of the Lessee without further obligation on the part of the Lessor.

**9. Assignment or Subletting.** This lease agreement shall not be assigned nor the premises sublet without the written permission of the Lessor.

**10. Damage by Fire or Other Casualty.** If during the term of the Lease Agreement the leased premises shall be so damaged by fire, tornado or other catastrophe or casualty as to render the same uninhabitable, this Lease Agreement shall terminate.

**11. Right of Entry.** The Lessor reserves the right to enter said premises during the lease period for the purposes of inspection the same; however, such entry shall be upon reasonable notice to the Lessee.

**12. Default.** If the Lessee shall fail or neglect to make any payment of rent when due or shall violate any of the provisions of this lease, the Lessor, without any other notice or demand, may terminate this lease and require the Lessee to vacate the premises hereby demised, or may enter the premises and expel the Lessee therefrom. Further, the Lessor may, in lieu of the above or in conjunction therewith, pursue any other lawful right or remedy incident to the relationship created by this lease. All expenses incurred by the Lessor in retaking said premises shall be paid by the Lessee.

**13. Covenant of Quiet Enjoyment.** The Lessor covenants and agrees with the Lessee that subject to the terms and conditions hereinabove set forth, the Lessee shall have and enjoy said premises during the term herein provided for, free from the adverse claims of any and all other persons whomsoever.

**14. Binding Clause.** This agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the parties hereto.

**15. Use and Restriction.** The Lessor shall allow the lessee to utilize pastures, shown on Exhibit A, to raise cattle. The Lessee shall restrict the cattle to those pastures only.

**Entire Agreement**

It is understood and agreed by and between the Lessor and the Lessee that the agreement contained herein is the only agreement between the parties pertaining to the demised premises. All negotiations and oral agreements acceptable to both parties are included herein. The laws of the State of North Carolina shall govern the validity, interpretation, performance and enforcement of this agreement.

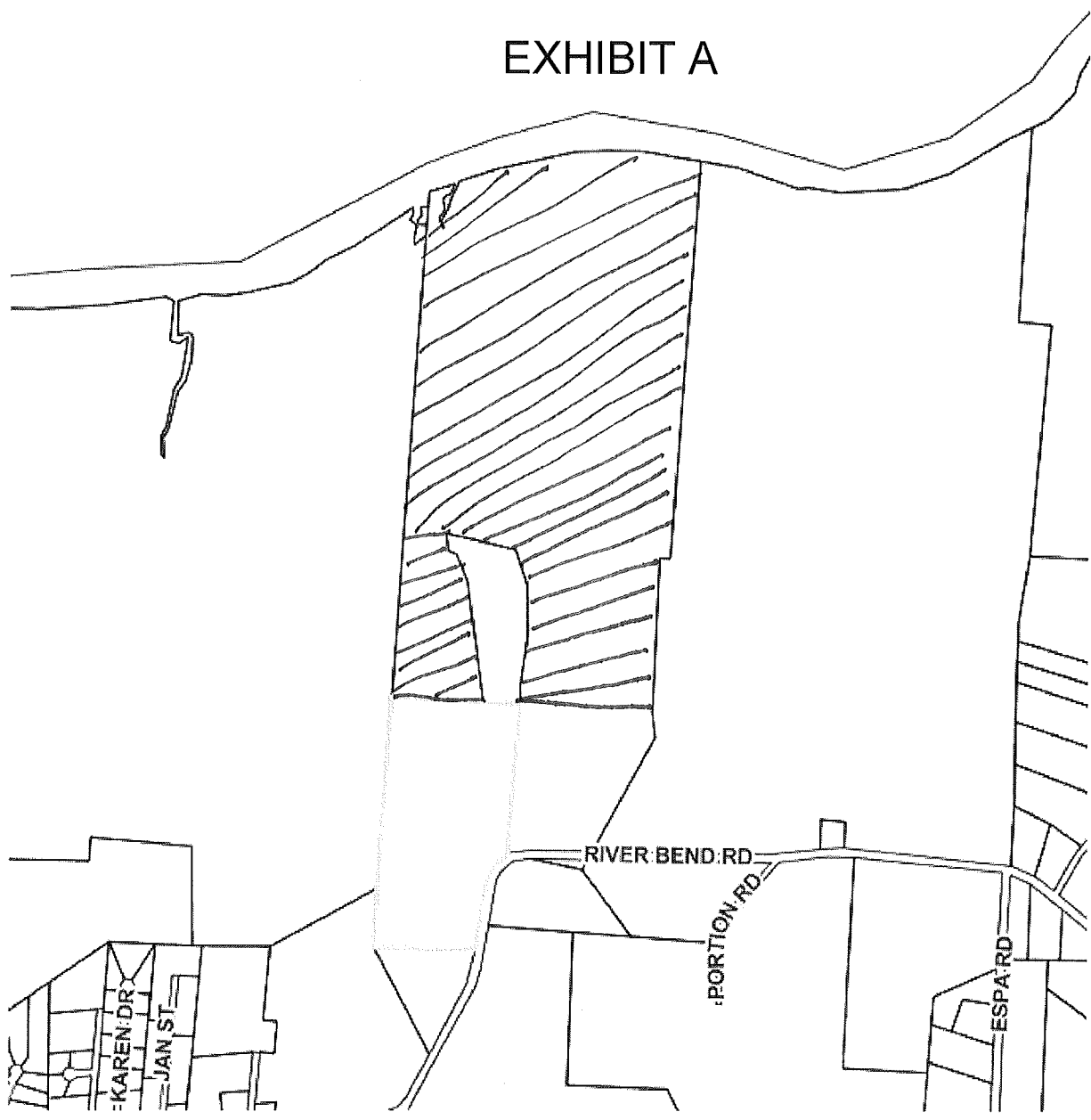
**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals as of this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**LESSOR --** \_\_\_\_\_(SEAL)  
**Catawba County, North Carolina**

**LESSEE --** \_\_\_\_\_(SEAL)  
**Jimmy Allen Ingle**



EXHIBIT A



1in=1200ft

SATISFACTION: The debt evidenced  
by this Note has been satisfied in  
full this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
Signed: \_\_\_\_\_

## PROMISSORY NOTE

**\$400,000.00**

**Hickory, North Carolina**  
\_\_\_\_\_, 2016

**FOR VALUE RECEIVED** the undersigned promises to pay to **Byron E. Bean**, or order, the principal sum of **four hundred thousand (\$400,000.00) dollars**, with no interest thereon prior to default, payable in lawful money of the United States of America, to the said **Byron E. Bean, P.O. Box 747, Conover, North Carolina, 28613**, or at such place as the legal holder hereof may designate in writing. It is understood and agreed that additional amounts may be advanced by the holder hereof as provided in the instruments, if any, securing this Note and such advances will be added to the principal of this Note and will accrue interest at the above specified rate of interest from the date of advance until paid. The principal and interest shall be due and payable as follows:

**One hundred thousand (\$100,000) dollars due on January 5th, 2017 with additional payments due on January 5th, 2018 in the amount of one hundred thousand (\$100,000.00) dollars and on January 5th, 2019 in the amount of two hundred thousand (\$200,000.00) dollars.**

If payable in installments, each such installment shall, unless otherwise provided, be applied first to payment of interest then accrued and due on the unpaid principal balance, with the remainder applied to the unpaid principal.

Unless otherwise provided, this Note may be prepaid in full or in part at any time without penalty or premium. Partial prepayments shall be applied to installments due in reverse order of their maturity.

In the event of (a) default in payment of any installment of principal or interest hereof as the same becomes due and such default is not cured within ten (10) days from the due date, or (b) default under the terms of any instrument securing this Note, and such default is not cured within fifteen (15) days after written notice to maker, then in either such event the holder may without further notice, declare the remainder of the principal sum, together with all interest accrued thereon and, the prepayment premium, if any, at once due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at any other time. The unpaid principal of this Note and any part thereof, accrued interest and all other sums due under this Note and Deed of Trust, if any, shall bear interest at the rate of eight (8.0%) percent per annum after default until paid.

All parties to this Note, including maker and any sureties, endorsers, or guarantors hereby waive protest, presentment, notice of dishonor, and notice of acceleration of maturity and agree to continue to remain bound for the payment of principal, interest and all other sums due under this Note and Deed of Trust notwithstanding any change or changes by way of release, surrender, exchange, modification or substitution of any security for this Note or by way of any extension or extensions of time for the payment of principal and interest; and all such parties waive all and every kind of notice of such change or changes and agree that the same may be made without notice or consent of any of them.

Upon default the holder of this Note may employ an attorney to enforce the holder's rights and remedies and the maker, principal, surety, guarantor and endorsers of this Note hereby agree to pay to the holder reasonable attorneys' fees not exceeding a sum equal to fifteen percent (15%) of the outstanding balance owing on said Note, plus all other reasonable expenses incurred by the holder in exercising any of the holder's rights and remedies upon default. The rights and remedies of the holder as provided in this Note and any instrument securing this Note shall be cumulative and may be pursued singly, successively, or together against the property described in the Deed of Trust or any other funds, property or security held by the holder for payment or security, in the sole discretion of the holder. The failure to exercise any such right or remedy shall not be waiver or release of such rights or remedies or the right to exercise any of them at another time.

This Note is given to secure the balance of the purchase price of certain real property located on River Bend Road, Claremont, North Carolina, and is secured by a Deed of Trust of even date herewith to Susannah L. Brown, Trustee, which is a first lien of said property.

This Note is to be governed and construed in accordance with the laws of the State of North Carolina.

**IN WITNESS WHEREOF**, the Makers have hereunto set their hands and seals as of the day and year first above written.

\_\_\_\_\_(SEAL)  
**Catawba County**

## NORTH CAROLINA DEED OF TRUST

SATISFACTION: The debt secured by the within Deed of Trust together with the note(s) secured thereby has been satisfied in full.

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Signed: \_\_\_\_\_

Parcel Identifier No. \_\_\_\_\_ Verified by \_\_\_\_\_ County on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

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

Mail/Box to: \_\_\_\_\_

This instrument was prepared by: \_\_\_\_ Susannah L. Brown, Attorney at Law, 208 Union Square, Hickory, North Carolina, 28601 \_\_\_\_

Brief description for the Index: \_\_\_\_\_

THIS DEED of TRUST made this \_\_\_\_\_ day of \_\_\_\_\_, 2016 , by and between:

GRANTOR	TRUSTEE	BENEFICIARY
Catawba County 100 A Southwest Blvd Newton, NC 28658	Susannah L. Brown 208 Union Square, Suite 204 Hickory, NC 28601	Byron E. Bean P.O. Box 747 Conover, NC 28613

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor, Trustee, and Beneficiary as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.



WITNESSETH, That whereas the Grantor is indebted to the Beneficiary in the principal sum of FOUR HUNDRED THOUSAND Dollars (\$ 400,000.00 ), as evidenced by a Promissory Note of even date herewith, the terms of which are incorporated herein by reference. The final due date for payments of said Promissory Note, if not sooner paid, is January 5, 2019.

NOW, THEREFORE, as security for said indebtedness, advancements and other sums expended by Beneficiary pursuant to this Deed of Trust and costs of collection (including attorneys fees as provided in the Promissory Note) and other valuable consideration, the receipt of which is hereby acknowledged, the Grantor has bargained, sold, given and conveyed and does by these presents bargain, sell, give, grant and convey to said Trustee, his heirs, or successors, and assigns, all of that certain lot, parcel of land or condominium unit situated in the City of Claremont, Clines Township, Catawba County, North Carolina, (the "Premises") and more particularly described as follows:

SEE EXHIBIT A

TO HAVE AND TO HOLD said Premises with all privileges and appurtenances thereunto belonging, to said Trustee, his heirs, successors, and assigns forever, upon the trusts, terms and conditions, and for the uses hereinafter set forth.

If the Grantor shall pay the Note secured hereby in accordance with its terms, together with interest thereon, and any renewals or extensions thereof in whole or in part, all other sums secured hereby and shall comply with all of the covenants, terms and conditions of this Deed of Trust, then this conveyance shall be null and void and may be canceled of record at the request and the expense of the Grantor.

If, however, there shall be any default (a) in the payment of any sums due under the Note, this Deed of Trust or any other instrument securing the Note and such default is not cured within ten (10) days from the due date, or (b) if there shall be default in any of the other covenants, terms or conditions of the Note secured hereby, or any failure or neglect to comply with the covenants, terms or conditions contained in this Deed of Trust or any other instrument securing the Note and such default is not cured within fifteen (15) days after written notice, then and in any of such events, without further notice, it shall be lawful for and the duty of the Trustee, upon request of the Beneficiary, to sell the land herein conveyed at public auction for cash, after having first giving such notice of hearing as to commencement of foreclosure proceedings and obtained such findings or leave of court as may then be required by law and giving such notice and advertising the time and place of such sale in such manner as may then be provided by law, and upon such and any resales and upon compliance with the law then relating to foreclosure proceedings under power of sale to convey title to the purchaser in as full and ample manner as the Trustee is empowered. The Trustee shall be authorized to retain an attorney to represent him in such proceedings.

The proceeds of the Sale shall after the Trustee retains his commission, together with reasonable attorneys fees incurred by the Trustee in such proceedings, be applied to the costs of sale, including, but not limited to, costs of collection, taxes, assessments, costs of recording, service fees and incidental expenditures, the amount due on the Note hereby secured and advancements and other sums expended by the Beneficiary according to the provisions hereof and otherwise as required by the then existing law relating to foreclosures. The Trustee's commission shall be five percent (5%) of the gross proceeds of the sale or the minimum sum of \$ \_\_\_\_\_ whichever is greater, for a completed foreclosure. In the event foreclosure is commenced, but not completed, the Grantor shall pay all expenses incurred by Trustee, including reasonable attorneys fees, and a partial commission computed on five per cent (5%) of the outstanding indebtedness or the above stated minimum sum, whichever is greater, in accordance with the following schedule, to-wit: one-fourth (1/4) thereof before the Trustee issues a notice of hearing on the right to foreclosure; one-half (1/2) thereof after issuance of said notice, three-fourths (3/4) thereof after such hearing; and the greater of the full commission or minimum sum after the initial sale.

And the said Grantor does hereby covenant and agree with the Trustee as follows:

1. INSURANCE. Grantor shall keep all improvements on said land, now or hereafter erected, constantly insured for the benefit of the Beneficiary against loss by fire, windstorm and such other casualties and contingencies, in such manner and in such companies and for such amounts, not less than that amount necessary to pay the sum secured by this Deed of Trust, and as may be satisfactory to the Beneficiary. Grantor shall purchase such insurance, pay all premiums therefor, and shall deliver to Beneficiary such policies along with evidence of premium payments as long as the Note secured hereby remains unpaid. If Grantor fails to purchase such insurance, pay premiums therefor or deliver said policies along with evidence of payment of premiums thereon, then Beneficiary, at his option, may purchase such insurance. Such amounts paid by Beneficiary shall be added to the principal of the Note secured by this Deed of Trust, and shall be due and payable upon demand of Beneficiary. All proceeds from any insurance so maintained shall at the option of Beneficiary be applied to the debt secured hereby and if payable in installments, applied in the inverse order of maturity of such installments or to the repair or reconstruction of any improvements located upon the Property.

2. **TAXES, ASSESSMENTS, CHARGES.** Grantor shall pay all taxes, assessments and charges as may be lawfully levied against said Premises within thirty (30) days after the same shall become due. In the event that Grantor fails to so pay all taxes, assessments and charges as herein required, then Beneficiary, at his option, may pay the same and the amounts so paid shall be added to the principal of the Note secured by this Deed of Trust, and shall be due and payable upon demand of Beneficiary.

3. **ASSIGNMENTS OF RENTS AND PROFITS.** Grantor assigns to Beneficiary, in the event of default, all rents and profits from the land and any improvements thereon, and authorizes Beneficiary to enter upon and take possession of such land and improvements, to rent same, at any reasonable rate of rent determined by Beneficiary, and after deducting from any such rents the cost of reletting and collection, to apply the remainder to the debt secured hereby.

4. **PARTIAL RELEASE.** Grantor shall not be entitled to the partial release of any of the above described property unless a specific provision providing therefor is included in this Deed of Trust. In the event a partial release provision is included in this Deed of Trust, Grantor must strictly comply with the terms thereof. Notwithstanding anything herein contained, Grantor shall not be entitled to any release of property unless Grantor is not in default and is in full compliance with all of the terms and provisions of the Note, this Deed of Trust, and any other instrument that may be securing said Note.

5. **WASTE.** The Grantor covenants that he will keep the Premises herein conveyed in as good order, repair and condition as they are now, reasonable wear and tear excepted, and will comply with all governmental requirements respecting the Premises or their use, and that he will not commit or permit any waste.

6. **CONDEMNATION.** In the event that any or all of the Premises shall be condemned and taken under the power of eminent domain, Grantor shall give immediate written notice to Beneficiary and Beneficiary shall have the right to receive and collect all damages awarded by reason of such taking, and the right to such damages hereby is assigned to Beneficiary who shall have the discretion to apply the amount so received, or any part thereof, to the indebtedness due hereunder and if payable in installments, applied in the inverse order of maturity of such installments, or to any alteration, repair or restoration of the Premises by Grantor.

7. **WARRANTIES.** Grantor covenants with Trustee and Beneficiary that he is seized of the Premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that he will warrant and defend the title against the lawful claims of all persons whomsoever, except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

8. **SUBSTITUTION OF TRUSTEE.** Grantor and Trustee covenant and agree to and with Beneficiary that in case the said Trustee, or any successor trustee, shall die, become incapable of acting, renounce his trust, or for any reason the holder of the Note desires to replace said Trustee, then the holder may appoint, in writing, a trustee to take the place of the Trustee; and upon the probate and registration of the same, the trustee thus appointed shall succeed to all rights, powers and duties of the Trustee.

**X**

**THE FOLLOWING PARAGRAPH, 9. SALE OF PREMISES, SHALL NOT APPLY UNLESS THE BLOCK TO THE LEFT MARGIN OF THIS SENTENCE IS MARKED AND/OR INITIALED.**

9. **SALE OF PREMISES.** Grantor agrees that if the Premises or any part thereof or interest therein is sold, assigned, transferred, conveyed or otherwise alienated by Grantor, whether voluntarily or involuntarily or by operation of law [other than: (i) the creation of a lien or other encumbrance subordinate to this Deed of Trust which does not relate to a transfer of rights of occupancy in the Premises; (ii) the creation of a purchase money security interest for household appliances; (iii) a transfer by devise, descent, or operation of law on the death of a joint tenant or tenant by the entirety; (iv) the grant of a leasehold interest of three (3) years or less not containing an option to purchase; (v) a transfer to a relative resulting from the death of a Grantor; (vi) a transfer where the spouse or children of the Grantor become the owner of the Premises; (vii) a transfer resulting from a decree of a dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the Grantor becomes an owner of the Premises; (viii) a transfer into an inter vivos trust in which the Grantor is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the Premises], without the prior written consent of Beneficiary, Beneficiary, at its own option, may declare the Note secured hereby and all other obligations hereunder to be forthwith due and payable. Any change in the legal or equitable title of the Premises or in the beneficial ownership of the Premises, including the sale, conveyance or disposition of a majority interest in the Grantor if a corporation or partnership, whether or not of record and whether or not for consideration, shall be deemed to be the transfer of an interest in the Premises.

10. **ADVANCEMENTS.** If Grantor shall fail to perform any of the covenants or obligations contained herein or in any other instrument given as additional security for the Note secured hereby, the Beneficiary may, but without obligation, make advances to perform such covenants or obligations, and all such sums so advanced shall be added to the principal sum, shall bear interest at the rate provided in the Note secured hereby for sums due after default and shall be due from Grantor on demand of the Beneficiary. No advancement or anything contained in this paragraph shall constitute a waiver by Beneficiary or prevent such failure to perform from constituting an event of default.

11. **INDEMNITY.** If any suit or proceeding be brought against the Trustee or Beneficiary or if any suit or proceeding be brought which may affect the value or title of the Premises, Grantor shall defend, indemnify and hold harmless and on demand reimburse Trustee or Beneficiary from any loss, cost, damage or expense and any sums expended by Trustee or Beneficiary shall bear interest as provided in the Note secured hereby for sums due after default and shall be due and payable on demand.

12. **WAIVERS.** Grantor waives all rights to require marshaling of assets by the Trustee or Beneficiary. No delay or omission of the Trustee or Beneficiary in the exercise of any right, power or remedy arising under the Note or this Deed of Trust shall be

deemed a waiver of any default or acquiescence therein or shall impair or waive the exercise of such right, power or remedy by Trustee or Beneficiary at any other time.

13. CIVIL ACTION. In the event that the Trustee is named as a party to any civil action as Trustee in this Deed of Trust, the Trustee shall be entitled to employ an attorney at law, including himself if he is a licensed attorney, to represent him in said action and the reasonable attorney's fee of the Trustee in such action shall be paid by the Beneficiary and added to the principal of the Note secured by this Deed of Trust and bear interest at the rate provided in the Note for sums due after default.

14. PRIOR LIENS. Default under the terms of any instrument secured by a lien to which this Deed of Trust is subordinate shall constitute default hereunder.

15. OTHER TERMS.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

\_\_\_\_\_  
CATAWBA COUNTY (SEAL)

By: \_\_\_\_\_ (SEAL)  
Title: \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Title: \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Title: \_\_\_\_\_

State of North Carolina - County of \_\_\_\_\_

I, the undersigned Notary Public of the County and State aforesaid, certify that \_\_\_\_\_  
\_\_\_\_\_ personally appeared before me this day and  
acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial  
stamp or seal this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

My Commission Expires: \_\_\_\_\_  
Notary Public

State of North Carolina - County of \_\_\_\_\_

I, the undersigned Notary Public of the County and State aforesaid, certify that \_\_\_\_\_  
\_\_\_\_\_ personally appeared before me this day and  
acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial  
stamp or seal this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

My Commission Expires: \_\_\_\_\_  
Notary Public

State of North Carolina - County of \_\_\_\_\_

I, the undersigned Notary Public of the County and State aforesaid, certify that \_\_\_\_\_  
\_\_\_\_\_ personally came before me this day and acknowledged that he is the \_\_\_\_\_  
of \_\_\_\_\_, a North Carolina or \_\_\_\_\_ corporation/limited  
liability company/general partnership/limited partnership (strike through the inapplicable), and that by authority duly given and as  
the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and  
Notarial stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

My Commission Expires: \_\_\_\_\_

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



**Revenue:     \$800.00**

Drawn by     Susannah L. Brown  
and            ANTHONY & BROWN, PLLC  
Return to:    208 Union Square  
                Hickory, North Carolina 28601

**STATE OF NORTH CAROLINA  
CATAWBA COUNTY**

**WARRANTY DEED**

**THIS DEED**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between **BYRON EDWARD BEAN**, and wife, **BONNIE DAVIS BEAN**, hereinafter called "Grantor," and **CATAWBA COUNTY**, hereinafter called "Grantee," whose permanent mailing address is 100 Southwest Blvd., Newton, Catawba County, North Carolina 28658;

**W I T N E S S E T H :**

That the Grantor, for and in consideration of the sum of **TEN (\$10.00) DOLLARS** and other good and valuable consideration to him in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has given, granted, bargained, sold and conveyed, and by these presents does give, grant, bargain, sell, convey and confirm unto the Grantee, his heirs and/or successors and assigns, premises in Catawba County, North Carolina, described as follows:

**See Exhibit A**

This land is conveyed subject to certain restrictions as to the use thereof, running with said land by whomsoever owned; said restrictions, which are expressly assented to by the Grantee in accepting this deed, being as follows:

1. Said property shall not be subdivided.
2. Said property shall be used exclusively as a park for the health, recreational, and educational pursuits for the citizens of and visitors to Catawba County, North Carolina.
3. Such park and/or property shall bear a name which honors Harriet Hafer Bean.

**The above-described property does NOT include the principal residence of the Grantor.**

**TITLE TO THE PROPERTY CONVEYED HEREIN HAS NOT BEEN EXAMINED BY THE DRAFTER OF THIS INSTRUMENT.**

**TO HAVE AND TO HOLD** the above-described premises, with all the appurtenances thereunto belonging, or in any wise appertaining, unto the Grantee, his heirs and/or successors and assigns forever;

And the Grantor covenants that he is seized of said premises in fee and has the right to convey the same in fee simple; that said premises are free from encumbrances; and that he will warrant and defend the said title to the same against the lawful claims of all persons whosoever.

When reference is made to the Grantor or Grantee, the singular shall include the plural and the masculine shall include the feminine or the neuter.

**IN WITNESS WHEREOF**, the Grantor has hereunto set his hand and seal, the day and year first above written.

\_\_\_\_\_(SEAL)  
**Byron Edward Bean**

\_\_\_\_\_(SEAL)  
**Bonnie Davis Bean**

**STATE OF NORTH CAROLINA  
CATAWBA COUNTY**

I, a notary public in and for said county and state, do hereby certify that **BYRON EDWARD BEAN** and **BONNIE DAVIS BEAN** personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

**WITNESS** my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

\_\_\_\_\_  
Printed Notary Public Name

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

## **MEMORANDUM**

TO: Catawba County Board of Commissioners

FROM: Finance and Personnel Subcommittee

DATE: November 21, 2016

IN RE: Sale of Landfill Equipment by Public Auction

### **REQUEST**

The Finance and Personnel Subcommittee recommends the Board of Commissioners:

1. Declare a 2000 John Deere 850C Dozer surplus to be sold and the proceeds to be deposited to the Solid Waste Enterprise Fund; and
2. Authorize Purchasing Manager to sell by electronic public auction. The estimated value is \$30,000.

### **BACKGROUND**

The 2000 John Deere 850C Crawler Dozer has reached the end of its normal service life and at the November 7, 2016 meeting, the Board of Commissioners approved the purchase of a replacement.

General Statute 160-270 allows public agencies to conduct electronic auctions for the sale of real or personal property. When the value is expected to exceed \$30,000, an advertisement is required that describes the property to be sold and the electronic address where information to participate in the bidding process can be found.

Catawba County has been using GovDeals.com electronic auction service to sell items since August 2003. GovDeals will assist in advertising the sale and contacting previous bidders for similar equipment.

### **RECOMMENDATION**

The Finance and Personnel subcommittee recommends the adoption of the following resolution:

#### **RESOLUTION #**

#### **DECLARATION OF SUPRLUS PERSONAL PROPERTY AND AUTHORIZING THE SALE BY ELECTRONIC PUBLIC AUCTION**

WHEREAS, G.S. 160A-270 allows the Catawba County Board of Commissioners to sell personal property at public auction upon adoption of a resolution authorize the approval officer to dispose of property at public auction;

WHEREAS, the following property is no longer needed for any governmental use by Catawba County:

2000 John Deere 850C Dozer



WHEREAS, it is the intent of the County to sell the dozer by electronic public auction at [www.govdeals.com](http://www.govdeals.com) beginning at 8:00 a.m. December 2, 2016 and ending at 7:00 p.m. December 9, 2016;

WHEREAS, the item to be sold as is, all sales final, payment to be made online;

NOW, THEREFORE BE IT RESOLVED, that the Board of Commissioners hereby declares said property as surplus and authorizes the Purchasing Manager to sell said property via electronic auction to the highest bidder.

This the 21<sup>st</sup> day of November, 2016.

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

## MEMORANDUM

TO: Catawba County Board of Commissioners

FROM: Mark A. Logan, Tax Administrator

DATE: November 21, 2016

IN RE: EXTENSION FOR LISTING PERSONAL PROPERTY

### **REQUEST**

The Tax Administrator has requested the authority, on an individual basis, to allow extensions for listing personal property. If approved, the extensions will not be granted beyond April 17, 2017.

### **BACKGROUND**

Businesses and corporations whose business year ends on December 31 of each year, and some individuals can have difficulty in completing their listing abstracts by January 31 of each year. This is due to the fact that they are unable to calculate an inventory that is taken on December 31 and submit this figure to the Tax Administrator.

General Statute 105-307 allows the Board of County Commissioners to grant individual extensions of time for the listing of personal property upon written request and for good cause shown. The request must be filed with the Tax Administrator no later than the ending date of the regular listing period. This means a letter must be written and postmarked no later than January 31, 2017 and this letter must provide the reason the extension is being requested. Extensions granted on an individual basis cannot extend beyond April 17, 2017.

### **RECOMMENDATION**

Staff recommends the Catawba County Board of Commissioners authorize the Tax Administrator to grant extensions for listing to those making a written request and showing a "just cause".

MAL/amp

## MEMORANDUM

TO: CATAWBA COUNTY BOARD OF COMMISSIONERS

FROM: Lori Mathes, Tax Collector

DATE: November 21, 2016

IN RE: REFUND REQUESTS

### REQUEST

Two written refund requests totaling \$67,013.13 have been made to the Tax Office. The records have been checked and these refunds verified; therefore, the Tax Collector is asking for approval of the refund requests.

### BACKGROUND

According to General Statute 105-381, a Taxpayer who has paid his taxes may request a refund (in writing) for the amount that was paid through error. The following applies:

Red Classic Transit LLC  
c/o Nancy Cardone  
P.O. Box 31487  
Charlotte, N.C. 28231

Abstract #	YEAR	INCORRECT VALUE	COUNTY RATE	COUNTY TAX	HICKORY RATE	HICKORY TAX	TOTAL TAX
2959500	2012	125,549	.5300	\$665.41	.5000	\$627.75	\$1,293.16
						<i>Total Taxes From Incorrect Value</i>	<b>\$1,293.16</b>
Abstract #	YEAR	CORRECT VALUE	COUNTY RATE	COUNTY TAX	HICKORY RATE	HICKORY TAX	TOTAL
2959500	2012	71,677	.5300	\$379.89	.5000	\$358.39	\$738.28
						<i>Total Taxes From Correct Value</i>	<b>\$738.28</b>
						<i>Total Taxes Difference Refund Due</i>	<b>\$554.88</b>

Red Classic Transit LLC submitted revised North Carolina Motor Carrier Returns for tax year 2012 to the North Carolina Department of Revenue. Their initial returns were filed incorrectly resulting in a double-assessment of their rolling stock and the levy in incorrect districts. Therefore, Red Classic Transit LLC is requesting a refund in the amount of \$554.88.

Hitachi Data Systems Corporation  
 2845 Lafayette St  
 Santa Clara, California 95050-2639

Abstract #	YEAR	VALUE	COUNTY RATE	COUNTY TAX	Maiden RATE	Maiden TAX	TOTAL TAX
3015969	2014	3,200,514	.5300	\$26,590.22	.3800	\$19,064.68	\$45,654.90
Abstract #	YEAR	VALUE	COUNTY RATE	COUNTY TAX	Maiden Rural RATE	Maiden Rural TAX	TOTAL TAX
3015969	2015	5,017,022	.5750	\$18,402.96	.0750	\$2,400.39	\$20,803.35
						<i>Total Refund Due</i>	<b>\$66,458.25</b>

Taxpayer incorrectly listed leased equipment in our county that was later determined to be located in another state. Taxpayer is requesting a refund in the amount of \$66,458.25 for fiscal years 2014 & 2015.

#### **RECOMMENDATION**

Staff recommends approval of these refund requests.

## MEMORANDUM

TO: Catawba County Board of Commissioners

FROM: Barbara Morris, County Clerk

DATE: November 21, 2016

IN RE: Resolution Approving the 2017 Board of Commissioners Meeting Schedule

### REQUEST

Staff requests the Board of Commissioners adopt a resolution approving the proposed 2017 Board of Commissioners Meeting Schedule.

### BACKGROUND

Historically, only one Board of Commissioners meeting is held in the month of January due to the holidays affecting schedules. The proposed meeting will be an evening meeting on Tuesday, January 17, 2017. The meeting will be held on Tuesday due to the Martin Luther King, Jr. holiday which falls on Monday, January 16, 2017.

July is a month which historically only has one meeting due to the 4<sup>th</sup> of July holiday. This is proposed to be an evening meeting on July 17, 2017.

It is recommended that the following changes be made to the 2017 Board of Commissioners Meeting Schedule:

1. Cancellation of the January 2, 2017 Board of Commissioners meeting and accompanying Subcommittee meetings.
2. Cancellation of the February 27, 2017 Subcommittee meeting which precedes the March 6, 2017 Board of Commissioners meeting due to the NACo (National Association of Counties) Legislative Conference schedule for February 25-27, 2017 in Washington, DC.
3. Cancellation of the July 3, 2017 Board of Commissioners meeting and the Subcommittee meetings preceding it due to the July 4<sup>th</sup> holiday.

### RECOMMENDATION

Staff recommends the Board of Commissioners approve the proposed 2017 Board of Commissioners Meeting Schedule.



RESOLUTION NO. 2016-  
Adopting 2017 Board of Commissioners Meeting Schedule

WHEREAS, pursuant to Section 2-47 of the Catawba County Code, the regular meetings of the Catawba County Board of Commissioners shall be held as provided in a resolution adopted by the Board in a regularly scheduled meeting held not less than ten days prior to the first meeting to which the resolution is to apply. The Board will observe the holiday honoring Dr. Martin Luther King, Jr. by meeting on the Tuesday following such holiday.

NOW, THEREFORE, BE IT RESOLVED that the Catawba County Board of Commissioners adopts the following Meeting Schedule for 2017:

January 17 – Tuesday, 7:00 p.m.  
February 6 – Monday, 9:30 a.m.  
February 20 – Monday, 7:00 p.m.  
March 6 – Monday, 9:30 a.m.  
March 20 – Monday, 7:00 p.m.  
April 3 – Monday, 9:30 a.m.  
April 17 – Monday, 7:00 p.m.  
May 1 – Monday, 9:30 a.m.  
May 15 – Monday, 7:00 p.m.  
June 5 – Monday, 9:30 a.m.  
June 19 – Monday, 7:00 p.m.  
July 17 – Monday, 7:00 p.m.  
August 7 – Monday, 9:30 a.m.  
August 21 – Monday, 7:00 p.m.  
September 5 – Tuesday, 9:30 a.m.  
September 18 – Monday, 7:00 p.m.  
October 2 – Monday, 9:30 a.m.  
October 16 – Monday, 7:00 p.m.  
November 6 – Monday, 9:30 a.m.  
November 20 – Monday, 7:00 p.m.  
December 4 – Monday, 9:30 a.m.  
December 18 – Monday, 7:00 p.m.

This the \_\_\_\_\_ day of November, 2016.

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Randy Isenhower, Chair  
Catawba County Board of Commissioners

## MEMORANDUM

TO: Catawba County Board of Commissioners

FROM: Barry Edwards, Utilities and Engineering Director

DATE: November 21, 2016

RE: Water and Sewer Work Session Follow-Up

As follow-up to the October 10<sup>th</sup> work session on Water and Sewer Infrastructure, please find attached updates and supporting information. No formal action is requested.

### **Background**

The Water and Sewer Infrastructure work session that took place on October 10<sup>th</sup> yielded several follow-up action items. Each follow-up item is listed below in italics, accompanied by a status report summarizing what work has been to-date and any associated key milestones.

### **INFRASTRUCTURE COST AND FUNDING:**

1. *Research potential utility project ranking systems and consider in-house creation of a custom prioritization tool.* **Status: In Progress.**

County Management has taken the lead in soliciting feedback and input from municipal managers within Catawba County. To date, two managers' meetings have been dedicated solely to the topic of water and sewer infrastructure. There is conceptual buy-in to establishing a Utilities Investment Advisory Committee (UIAC) where the County and each municipality have a seat at the table to participate in vetting proposed projects, running them through the prioritization tool, and making a collective recommendation to the managers, who would then discuss and either sanction or modify before forwarding to the Board of Commissioners (through the County Manager) for consideration. This committee could operate in a fashion similar to the Western Piedmont Council of Government's Transportation Advisory Committee / Transportation Technical Committee. Details of exactly how the UIAC would operate are in the process of being determined.

2. *Create a draft proposal for a developer policy related to extension.* **Status: In Progress.**

During the recent work session, the BOC affirmed that any County policy should assign responsibility for costs associated with serving the development (both internal and external) to the developer. The County would continue to reserve the right to upsize lines installed by the developer in order to capitalize on the opportunity to partner in installing necessary infrastructure. Because Catawba County does not install lines without a municipal partner, one component of the policy will require all lines to meet the minimum

line size of the municipal partner. The only exception would be in instances where larger utility lines are called for in existing approved master plans.

Specific water and sewer projects driven by economic development needs would be defined through individual development agreements. Infrastructure-related incentives could be awarded on a sliding scale corresponding to the amount of taxable investment or the number of jobs the project generates.

3. *Deliver breakdown of all annual recurring revenue sources.* **Status: Completed; see below.**

FY16/17 Revenues:

Property Tax (roughly 1 cent)	\$ 1,600,000
¼-Cent Sales Tax	\$ 728,472
Municipal Revenue Sharing Contracts	\$ 608,000
Municipal Loan Contracts	\$ 71,398
Domestic Haulers (Septic)	\$ 69,000
Capital Fees	\$ 44,000
<b>TOTAL:</b>	<b>\$ 3,120,870</b>

Existing Debt / Payment Obligations:

Blackburn-Plateau Water Loop Debt	\$ 75,000
Sludge Facility Operations	\$ 400,000
Hickory-Catawba WWTP Debt	\$ 392,000
Hickory-Catawba WWTP Operations	\$ 250,000
SECC Wastewater Collection System (northern) Debt	\$ 699,010
Highway 150 Sewer Debt	\$ 747,680
<b>TOTAL:</b>	<b>\$ 2,563,690</b>

Surplus / Deficit: \$ 557,180

4. *Research districting as a means of strategically applying for funding and prepare a report on various districting models.* **Status: In Progress.**

County Legal staff has conducted preliminary research on the various ownership and governance options for water and sewer systems in North Carolina, including legal requirements, operational considerations, and positives and negatives of the different configurations and strategies. The [attached](#) table summarizes the major district types authorized by statute.

The preliminary conclusion of the research is that *Water and Sewer Authorities* and *County Water and Sewer Districts* are the most useful options to consider in meeting the County's infrastructure goals. Staff is seeking direction from the BOC on whether either of these two district structures is a viable option for Catawba County. Based on that feedback, staff is prepared to conduct more thorough and complete research to inform a recommendation to

the BOC on how each district type would work and whether the County should formally pursue district formation. If other district types are of interest to the BOC, staff will research those more thoroughly, as well.

#### **MUNICIPAL PARTNER ROLES:**

5. *Deliver a list of existing municipal project requests and a list of historical municipal projects, with terms.* **Status: Completed.**

The [attached](#) spreadsheet lists all historical municipal projects constructed from 1981 through 2016, indicating whether the projects were done through the loan program, the revenue sharing program, an external grant program, or some combination thereof. (See [attached](#) maps.)

Also [attached](#) is a list of existing municipal requests.

6. *Develop a list of policy recommendations, share with municipal managers for feedback.* **Status: In Progress.**

Discussion of potential policy changes is linked to the conversation on the utility project ranking system tool and the Utilities Advisory Committee, which is all happening concurrently. For all projects undertaken in partnership with a municipality, the connection and user policies of the partnering municipality shall apply to the County-funded extensions.

In addition to policy recommendations related to the municipal partnership program, staff has identified a few other policies to consider for revision. These policies will be brought forward with the rest of the package to ensure decisions are made holistically and with the “big picture” in mind.

#### **PRIORITY AREAS FOR COUNTY LINE EXTENSIONS:**

7. *Contact consultants to scope county-wide water and sewer study (with priority being given to SECC).* **Status: In Progress.**

In the Fiscal Year 2016-17 Budget, the BOC appropriated \$75,000 to fund a water and sewer study of the SECC area. As the County and municipalities have discussed the future of the partnership program, municipalities have indicated a willingness to partner in broadening the geographical area to be studied, potentially contributing some funding towards having a County-wide study conducted. These discussions are still underway.

Because there have been positive signs of development activity in the SECC, hopefully signaling that growth in the area is poised to take off, staff has developed a Request for Qualifications (RFQ) and will be releasing it this week. A projected timeline for RFQ-related activity is below:

11-15-16	RFQ released
12-7-16	RFQ due date for submittal
1-11-17	Selection and Contract Negotiation, to include formal scope development with BOC input
1-12-17	Begin Study
5-12-17	Study Completed

**Summary**

As this item was informational in nature, no formal action is requested.



[illegible]

DOT Liability for relocation costs due to DOT project	Limitations on fees and charges	Under LGBFCA, "unit of local government," or "public authority"	Regulating Entity	Pros	Cons	Notes
Yes; DOT pays for relocation cost for any system organized under Ch. 162A	Impact fees okay as long as some concrete plan to actually provide service	Public Authority	Local Government Commission	Flexible: some full-service (treatment to billings); others solely operate facilities/provide wholesale; Some political insulation allowing for easier rate adoption by cost-of-service principles	Though jurisdictions have representation, the influence is one step removed from direct control by their board; if the initial bd. is the BOC, separate meetings, minutes, ordinances, etc.	Typ. Part of a regional strategy; Most full-service WSAs created by consolidation of mult. Full-service utilities; other type is usually a cooperative for water supply, members maintain their own facilities/dist.
Yes; DOT pays for relocation cost for any system organized under Ch. 162A	Impact fees okay (subject to same limitation as above); generally, auth. to set rates/charges is broader than county's (furnished or to be furnished)	Unit of local government	Local Government Commission	Target grant dollars for certain areas with lower median incomes, higher poverty rates; debt is specific to the district; allows variability among districts in rates, tax (if necessary)	Few; very commonly used throughout the state.	SOG calls them semi-autonomous districts; may provide services outside district, but not in muni or another county w/o their consent;
Yes; DOT pays for relocation cost for any system organized under Ch. 162A		Metro Water District and Metro Sewerage District: unit of local gov.; Metro Water and Sewerage District: public auth.	Local Government Commission			Metro Water and Sewerage Districts are grant all the same powers given to MWDs and MSDs, EXCEPT no authority to levy property taxes. Unclear why, but my best guess is that if it is too large or powerful it could compete with the county's broader authority
Yes; DOT pays for relocation cost for any sanitary district organized under Ch. 130A		Unit of local government	Local Government Commission			Can provide more services than WASs, or others, for instance public health and safety services; County, w/ State BOH, has to take a lead in their creation; or State Bd. Of Health alone

WATER SEWER PROJECTS  
(FROM 1981 - JULY 2016)

<u>MUNICIPALITY</u>	<u>PROJECT NAME</u>	<u>DESCRIPTION</u>	<u>REVENUE / LOAN</u>	<u>COMPLETED PROJECTS</u>	<u>PROJECT INITIATED</u>	<u>APPROVED PROJECTS</u>	<u>GRAND TOTAL</u>
CATAWBA	HWY 10/WITHERSPOONS	WATER	LOAN	\$534,086	7/7/1986		
	WATER CAPACITY	WATER	LOAN	\$75,000	7/7/1986		
	HUDSON CHAPEL ROAD	WATER & SEWER	LOAN	\$124,257	11/22/1988		
	OLD CATAWBA-CLAREMONT/SOUTHERN FURN.	WATER & SEWER	LOAN	\$536,907	9/1/1990		
TOTAL:				\$1,270,250		\$0	\$1,270,250
CLAREMONT	MULL CREEK PUMP STATION & GRAVITY SEWER	SEWER	LOAN	\$164,813	12/19/1983		
	MULL CREEK EXT.	SEWER	LOAN	\$254,500	12/9/1986		
	WATER STUDY	WATER	LOAN	\$250,000			
	LIBERTY HILL SUBDIVISION	WATER	LOAN	\$19,748	6/17/1986		
	LONG CREEK I	SEWER	LOAN	\$265,680	2/5/1990		
	LONG CREEK II	SEWER	LOAN	\$317,733	10/17/1988		
	MCLIN CREEK OUTFALL	SEWER	LOAN	\$250,000	7/2/1993	\$2,576,393	
	BUNKERHILL COVERED BRIDGE	WATER	REVENUE	\$322,397	10/17/2013		
TOTAL:				\$1,844,871		\$2,576,393	\$4,421,264
CONOVER	COUNTY HOME ROAD	WATER	LOAN	\$252,939	1/31/1984		
	MCLIN CREEK OUTFALL/HANES CONVERTING	SEWER	LOAN	\$88,205	7/21/1986		
	HWY. 16	WATER	LOAN	\$204,833	11/3/1980		
	TATE BLVD.	WATER	LOAN	\$60,286	1/31/1984		
	ST. JOHN'S CHURCH ROAD	WATER	LOAN	\$188,344	1/31/1984		
	FIRE TRAINING GROUNDS	WATER	LOAN	\$10,125	1/31/1984		
	HWY. 70 WEST	WATER	LOAN	\$176,410			
	CAMEO FIBERS	WATER	LOAN	\$63,000			
	EMMANUEL CHURCH ROAD	WATER	LOAN	\$105,644	7/21/1986		
	HWY. 16 NORTH (past Oxford School Rd)	WATER	LOAN	\$344,900	7/22/1991		
	OXFORD SCHOOL ROAD	WATER	LOAN	\$149,887	8/19/1992		
	HERMAN SIPE ROAD	WATER	LOAN	\$97,000	11/2/1992		
	SHOOK ROAD TO ROCK BARN RD (GRANT)	WATER	GRANT	\$314,852	3/21/1994		
	ROCK BARN ROAD TO I-40 (GRANT)	SEWER	GRANT	\$89,771	5/2/1994		
	SWINGING BRIDGE SUBDIVISION	WATER	REVENUE	\$75,000	5/1/1995		
	BUNKER HILL HIGH SCHOOL	WATER	REVENUE	\$341,858	9/3/1996		
	NORTH CATAWBA MIDDLE SCHOOL	WATER	REVENUE	\$17,540	2/2/1998		
	KEISLER DAIRY RD WATER	WATER	REVENUE	\$503,596	9/17/2001		
	SECC INTERCONNECT (Boggs Rd)	WATER	LOAN	\$539,627			
	OXFORD SCHOOL ROAD EXTENSION (across I-40 bridge)	WATER	LOAN	\$348,867	11/1/1999		
	BUNKER HILL HIGH SCHOOL SEWER (GRANT)	SEWER	GRANT/REVENUE	\$2,930,000	5/15/2006		
	OXFORD SCHOOL SEWER - C&D (GRANT)	SEWER	GRANT/LOAN	\$792,860	5/15/2006		
	ROCK BARN ROAD WATER (former Community Rd Water)	WATER	LOAN		NA	\$300,000	
	LEELAND TERRACE SUBDIVISION WATER	WATER	REVENUE	\$87,726	9/8/2009		
	REMLINGTON DRIVE WATER	WATER	REVENUE	\$28,737	9/8/2009		
	FARMFIELD (LOAN PROGRAM)	WATER	LOAN		NA	\$230,000	
TOTAL:				\$7,812,007		\$530,000	\$8,342,007

WATER SEWER PROJECTS  
(FROM 1981 - JULY 2016)

<u>MUNICIPALITY</u>	<u>PROJECT NAME</u>	<u>DESCRIPTION</u>	<u>REVENUE / LOAN</u>	<u>COMPLETED PROJECTS</u>	<u>PROJECT INITIATED</u>	<u>APPROVED PROJECTS</u>	<u>GRAND TOTAL</u>
HICKORY	BETHAL CHURCH ROAD	WATER	LOAN	\$81,714	7/21/1986		
	HOUSTON MILL ROAD	WATER	LOAN	\$36,654	7/21/1986		
	MTN. VIEW	SEWER	LOAN	\$104,594	7/21/1986		
	MTN. VIEW	WATER	LOAN	\$257,400	4/20/1982		
	MTN. VIEW (Mt View Fire Station)	WATER	LOAN	\$72,157	1/31/1984		
	SPENCER ROAD	WATER	LOAN	\$103,119	5/11/1984		
	STARTOWN ROAD	WATER	LOAN	\$200,517	11/1/1986		
	HICKORY WOODS SUBDIVISION	WATER	LOAN	\$51,544	1/18/1989		
	EASTWOOD SUBDIVISION	WATER	LOAN	\$119,967	1/18/1989		
	TRANQUIL VILLAGE SUBDIVISION	WATER	LOAN	\$38,597	1/18/1989		
	SULPHUR SPRINGS RD	WATER	LOAN	\$274,253	4/1/1991		
	SULPHUR SPRINGS	SEWER	LOAN	\$305,800			
	SNOW CREEK ROAD	SEWER	LOAN	\$435,000	4/1/1991		
	34TH STREET DRIVE	SEWER	LOAN	\$175,000	4/1/1991		
	SNOW CREEK ROAD	WATER	LOAN	\$257,839	9/22/1992		
	CRESTMONT SUBDIVISION	SEWER	LOAN	\$16,156	10/6/1986		
	RANDOM WOODS SUBDIVISION	WATER	LOAN	\$56,777	4/2/1990		
	INTERNATIONAL FOOD HOUSE (IFH)	WATER	LOAN	\$225,960	7/21/1986		
	HWY. 127 SOUTH (Mt View Elementary School)	WATER	LOAN	\$335,916	2/4/1992		
	COLONIAL HEIGHTS SUBDIVISION	SEWER	LOAN	\$354,518	6/1/1993		
	JAMESTOWN SUBDIVISION	WATER	REVENUE	\$529,133	8/15/2000		
	BANOAK SCHOOL/COOKSVILLE	WATER	REVENUE	\$1,334,045	4/15/1996		
	MT. GROVE RD (GRANT)	WATER	GRANT/REVENUE	\$660,457	12/18/2000		
	BLACKBURN SCHOOL (Route 10 Service Area)	WATER	REVENUE	\$485,332	7/1/1997		
	ADVENT CROSSROADS	WATER	GRANT/REVENUE	\$1,126,276	12/16/2002		
	MT VIEW ELEMENTARY PER	SEWER	N/A	\$28,800	NA		
	HICKORY-CATAWBA WWTP EXPANSION	SEWER	LOAN	\$5,920,154	12/3/2012		
	HEATHERBROOK SUBDIVISION	WATER	REVENUE	\$325,000	6/21/2010		
	BLACKBURN-PLATEAU WATER SUPPLY	WATER	GRANT/REVENUE	\$3,102,288	8/17/2009		
	ROYAL HEIGHTS SUBDIVISION WATER (CDBG)	WATER	GRANT/REVENUE	\$155,262	6/21/2010		
	ROYAL HEIGHTS SUBDIVISION WATER (CDBG) (Old Shelby Rd Ext)	WATER	GRANT	\$148,502			
	OLD SHELBY ROAD (JV PARKER TO BUFF&ALLEN; CDBG)	WATER	GRANT	\$750,423			
	HICKORY PARK 1764	WATER & SEWER	?		NA	\$700,000	
	TOTAL:			\$18,069,155		\$700,000	\$18,769,155
LONG VIEW	19TH STREET	WATER	LOAN	\$61,698	7/21/1986		
	33RD STREET	WATER	LOAN	\$121,200	6/18/1985		
	SOUTHWEST OUTFALL	SEWER	LOAN	\$466,500	9/7/1993		
	TOTAL:			\$649,398		\$0	\$649,398

WATER SEWER PROJECTS  
(FROM 1981 - JULY 2016)

<u>MUNICIPALITY</u>	<u>PROJECT NAME</u>	<u>DESCRIPTION</u>	<u>REVENUE / LOAN</u>	<u>COMPLETED PROJECTS</u>	<u>PROJECT INITIATED</u>	<u>APPROVED PROJECTS</u>	<u>GRAND TOTAL</u>
MAIDEN	PINCH GUT CREEK/GETRAG GEARS	SEWER	LOAN	\$115,897	7/1/1986		
	CLARKS CREEK/STARTOWN/321	SEWER	LOAN	\$248,720	3/16/1998		
	CLARKS CREEK (GRANT)	WATER	GRANT	\$100,000	4/7/2003		
	HWY. 321 NORTH/GETRAG GEARS	WATER	LOAN	\$7,769	7/1/1986		
	TUTTLE MIDDLE SCHOOL/WATER PLANT RD	WATER	REVENUE	\$349,483	2/17/1997		
	EAST MAIDEN ROAD (GRANT)	WATER	GRANT/LOAN	\$1,328,350	4/16/2001		
	JIM BEARD/ROBINETTE/MOCKINGBIRD (CARDINAL ESTATES)	WATER	REVENUE	\$72,306	5/2/2011		
	RAMSEUR RD WATER	WATER	LOAN	\$89,243	9/3/2013		
	DAVIS RD WATER (LOAN)	WATER	LOAN		4/4/2016	\$899,425	
TOTAL:				\$2,311,767		\$899,425	\$3,211,192
NEWTON	BURRIS ROAD	SEWER	LOAN	\$224,358	5/1/1984		
	MID-COUNTY INDUSTRIAL PARK	WATER & SEWER	LOAN	\$177,903	4/27/1984		
	HWY. 16/UNITED CHURCH RETIREMENT HOME	SEWER	LOAN	\$105,400	3/5/1984		
	MT. OLIVE / HWY. 10 / WITHERSPOONS X'RDS.	WATER	LOAN	\$211,525	6/18/1985		
	MCLIN CREEK	SEWER	LOAN	\$101,716			
	ST. JAMES CHURCH RD/HWY. 10/MT. OLIVE	WATER	LOAN	\$193,847	7/21/1986		
	STARTOWN ROAD	WATER	LOAN	\$53,508			
	SIGMON DAIRY ROAD	WATER	LOAN	\$284,244	7/25/1991		
	HORSE SHOE ROAD	WATER	LOAN	\$230,000			
	BURRIS ROAD WEST	SEWER	LOAN	\$280,000			
	JARRETT FARM ROAD/MCKAY FARM ROAD	SEWER	LOAN	\$246,307	8/8/1994		
	WALNUT CREEK SUBDIVISION	SEWER	LOAN	\$185,000	1/17/1995		
	EASTWAY DRIVE	WATER	REVENUE	\$68,506	8/21/1995		
	HWY 10 SERVICE AREA / BLACKBURN SCHOOL	WATER	REVENUE	\$378,127	7/1/1997		
	LOVE -N- CARE CHILD DEVELOPMENT CENTER	WATER & SEWER	LOAN	\$11,000	7/11/1995		
	HOSPICE FACILITY (Robinson Rd)	WATER	LOAN	\$20,991	3/15/1999		
	BALLS CREEK ELEMENTARY SCHOOL (GRANT)	SEWER	GRANT / LOAN	\$1,684,524	7/2/2002		
	BALLS CREEK / BANDYS / MT OLIVE / NEWTON LANDFILL	WATER	REVENUE	\$980,171	2/5/1996		
	STARTOWN SCHOOL SEWER PUMP STATION	SEWER	LOAN	\$82,790	10/14/2003		
	GREGORY WOOD PRODUCTS (GRANT)	WATER	GRANT	\$151,170	6/7/2004		
	GREGORY WOOD PRODUCTS (GRANT)	SEWER	GRANT	\$1,100,000	6/7/2004		
	NEWTON WASTEWATER CAPACITY / CLARK CREEK PLANT	SEWER	CAPACITY	\$68,750	6/7/2004		
	BALLS CREEK PHASE 1 (LOAN PROGRAM)	WATER	LOAN		6/3/2013	\$645,886	
	BALLS CREEK PHASE 2 (LOAN PROGRAM)	WATER	LOAN		6/3/2013	\$1,996,019	
	HIGHWAY 16 SEWER (LOAN PROGRAM)	SEWER	LOAN		NA	\$910,000	
TOTAL:				\$6,839,837		\$3,551,905	\$10,391,742
LINCOLN CO.	HWY. 16 NORTH/HWY. 150	WATER	LOAN	\$16,742	10/7/1985		
	LINEBERGER ROAD (CDBG)	WATER	GRANT	\$192,374	10/7/1996		
TOTAL:				\$209,116		\$0	\$209,116


WATER SEWER PROJECTS  
(FROM 1981 - JULY 2016)

<u>MUNICIPALITY</u>	<u>PROJECT NAME</u>	<u>DESCRIPTION</u>	REVENUE / <u>LOAN</u>	COMPLETED <u>PROJECTS</u>	PROJECT <u>INITIATED</u>	APPROVED <u>PROJECTS</u>	GRAND <u>TOTAL</u>
SECC	ISLAND POINT ROAD (Northview Harbour)	WATER	N/A	\$280,262			
	MOLLYS BACKBONE RD/LYNMORE DR (White Dove)	WATER	N/A	\$122,508			
	BEATTY RD (Anchors Landing)	WATER	N/A	\$277,020			
	SHERRILLS FORD SCHOOL	WATER	N/A	\$1,557,077			
	SECC WATER SUPPLY LOOP PHASE I (Hwy 150)	WATER	N/A	\$2,771,854	8/21/2000		
	JOE JOHNSON RD	WATER	N/A	\$61,586			
	SHILOH RD (CDBG)	WATER	N/A	\$365,296			
	SHILOH RD (County Extension Portion)	WATER	N/A	\$157,700			
	EDGEWATER SUBDIVISION	WATER	N/A	\$100,000			
	SECC WATER SUPPLY LOOP PHASE II AND III	WATER	N/A	\$6,643,284		\$52,460	
	SECC WASTEWATER COLLECTION SYSTEM (Northern Section)	SEWER	N/A	\$8,131,210	8/21/2006		
	HIGHWAY 150 SEWER (PHASE I)	SEWER	N/A	\$9,660,000			
	HIGHWAY 150 SEWER (PHASE II & III)	SEWER	N/A			\$935,329	
	SECC SERVICE AREA SEWER STUDY	SEWER	N/A			\$75,000	
	HIGHWAY 16 SLEEVES	SEWER	N/A			\$530,000	
	TOTAL:			\$30,127,798		\$1,592,789	\$31,720,587
COUNTYWIDE*	HWY. 321 CORRIDOR ENGINEERING STUDY	WATER & SEWER	N/A	\$30,000			
	HWY. 321 CORRIDOR (SLEEVES)	WATER & SEWER	N/A	\$185,000			
	SLUDGE COMPOSTING FACILITY	SEWER	N/A	\$3,305,918		\$400,000	
	FEASIBILITY STUDIES & ENGINEERING	WATER	N/A	\$80,000			
	FEASIBILITY STUDIES & ENGINEERING	SEWER	N/A	\$75,000			
	WASTE WATER CAPACITY	SEWER	N/A	\$160,000	8/21/2006		
	WATER CAPACITY	WATER	N/A	\$1,763,425	6/16/2003		
	WATER PRODUCTION STUDY (Hickory, Newton & County)	WATER	N/A	\$35,000			
	STORMWATER LAYERS-FLYOVER		N/A	\$239,070			
	ECO-COMPLEX & RESOURCE RECOVERY FACILITY		N/A	\$1,669,367			
	ECOCOMPLEX UTILITIES STUDY		N/A			\$75,000	
	COUNTY COMPLEX WATER & SEWER (Government Center)	WATER & SEWER	N/A	\$56,657		\$59,343	
	ROCKY FORD/STARTOWN RD WATER STUDY	WATER	N/A	\$176,084			
	EPA STORMWATER PHASE II		N/A	\$64,569		\$185,431	
	TOTAL:			\$7,840,089		\$719,774	\$8,559,863
GRAND TOTAL:				\$76,974,289		\$10,570,286	\$87,544,575

\*All municipalities and citizens benefit from these projects.




# CATAWBA COUNTY WATERLINES


 County Boundary


 Major Roads


 Lakes


## Waterlines

 County/Catawba


 County/Conover

 County/Hickory


 County/Maiden

 County/Newton

## Municipal Limits


 Brookford

 Catawba

 Claremont

 Conover

 Hickory

 Long View

 Maiden

 Newton

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Date Saved: 11/16/2016



# CATAWBA COUNTY SEWERLINES

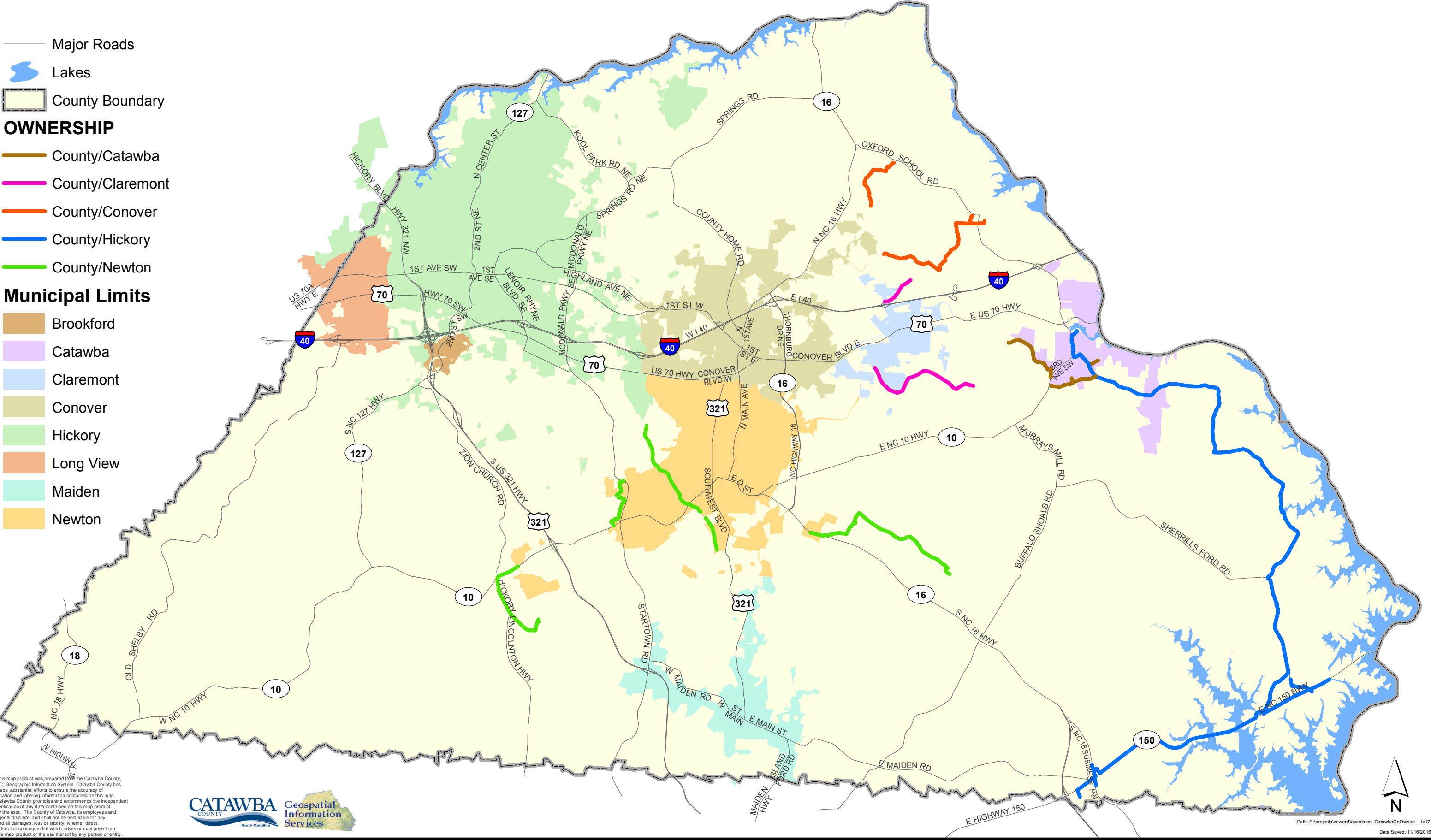
- Major Roads
- Lakes
- County Boundary

## OWNERSHIP

- County/Catawba
- County/Claremont
- County/Conover
- County/Hickory
- County/Newton

## Municipal Limits

- Brookford
- Catawba
- Claremont
- Conover
- Hickory
- Long View
- Maiden
- Newton



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## Existing Municipal Project Requests (from FY16)

Project Name	Water or Sewer	Municipality	Total Expected Project Cost	Notes
B&B Farm Road Sewer	Sewer	Claremont	\$ 476,890	
Liberty Church Rd	Sewer	Claremont	\$ 200,606	
Catawba Street Sewer	Sewer	Claremont	\$ 344,024	
Highway 70 Water	Water	Claremont	\$ 585,300	
Bunker Hill School Road Water	Water	Claremont	\$ 1,284,580	
Catawba Street Water	Water	Claremont	\$ 151,905	
McLin and Lyle Creek Outfall Project 2	Sewer	Claremont and Hickory	\$ 2,792,499	
subtotal:			\$ 5,835,804	
Oxford Park/Greenwood Subdivisions	Water	Conover	\$ 490,000	
Oxford Park Sewer	Sewer	Conover	\$ 675,000	
Houston Mill Road Water	Water	Conover	\$ 555,895	
Rock Barn Road Water Loop (Old Community Rd Water Project)	Water	Conover	\$ 458,520	
Rock Barn Road Water Extension	Water	Conover	\$ 423,014	
subtotal:			\$ 2,602,429	
Zion Church Road Water	Water	Hickory	\$ 845,250	
Robinwood Rd Sewer	Sewer	Hickory	\$ 1,466,250	
Pittstown Rd/Finger Bridge Rd	Water	Hickory	\$ 2,410,000	
Springs Road Water Tank	Water	Hickory	\$ 2,100,000	
Zion Church Road Water Tank	Water	Hickory	\$ 1,063,750	
Mt. View Elem Sewer (On Site Septic Only)	Sewer	Hickory	\$ 115,000	
Banoak Water Tank (250,000 gal)	Water	Hickory	\$ 500,000	
Advent Water Tank	Water	Hickory	\$ 550,000	
Banoak Water Tank (500,000 gal)	Water	Hickory	\$ 1,000,000	
subtotal:			\$ 10,050,250	
Mays Chapel Road Water	Water	Maiden	\$ 549,517	
Jim Beard Road Water	Water	Maiden	\$ 685,368	

## Existing Municipal Project Requests (from FY16)

Project Name	Water or Sewer	Municipality	Total Expected Project Cost	Notes
Startown Road Water	Water	Maiden	\$ 778,656	
Sipe Road Water	Water	Maiden	\$ 572,032	
Rome Jones Water	Water	Newton	\$ 481,800	
Sigmon Dairy Road Water	Water	Newton	\$ 1,290,000	
Highway 16 Bypass Water	Water	Newton	\$ 1,320,000	
Settlemyer Bridge Road	Water	Newton	\$ 1,290,000	
Blackburn Elementary Sewer	Sewer	Newton	\$ 580,000	
SECC Meter Changeout	Water	SECC/Hickory	\$ 265,860	
Buffalo Shoals Rd	Water	SECC/Hickory	\$ 1,640,256	
subtotal:			\$ 9,453,489	
TOTAL:			\$ 27,941,972	