

AGENDA

Catawba County Board of Commissioners Meeting
Monday, October 17, 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 Special Joint Meeting with Hickory City Council of September 26, 2016 and Regular and Closed Session of October 3, 2016.](#)
5. Recognition of Special Guests.
6. Public Comments.
7. Public Hearing:
[Grant Submission for Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program \(Rural\). Presented by Social Services Director John Eller.](#)
8. [Appointments.](#)
9. Consent Agenda:
 - a. [Contract with Mark D. Bardill, P.C., to handle Mortgage-Style Foreclosures for Delinquent Real Property Taxes.](#)
 - b. [Jail Expansion Architect Design Services.](#)
10. Departmental Reports.
 - A. Social Services
[New Family Justice Center. Presented by Social Services Director John Eller.](#)
 - B. Tax.
[Tax Settlement Report. Presented by Tax Collector Lori Mathes.](#)
11. Other Items of Business.
12. Attorneys' Report.
Offer to Purchase Property and Appropriation of Funds.
13. Manager's Report.
[Budget Transfers.](#)
14. Adjournment.

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

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

CALENDAR: The next Board of Commissioner Meetings will take place on Monday, November 7, 2016, at 7:30 a.m. (2nd Floor Meeting Room of the Government Center).

MEMORANDUM

To: Catawba County Board of Commissioners

FROM: John Eller, Director, Catawba County Social Services

DATE: October 17, 2016

RE: Section 5310, Enhanced Mobility of Seniors and Individuals with Disabilities Program (Rural)

REQUEST

It is requested the Board of Commissioners hold a public hearing in consideration of the submission of a grant for the enhanced mobility of seniors and individuals with disabilities (Federal Section 5310) to the NC Department of Transportation.

BACKGROUND

The goal of the Section 5310 program is to improve mobility for seniors and individuals with disabilities, by removing barriers to transportation services. Catawba County received a 5310 rural transportation grant in the amount of \$125,000 (federal, state and local funds) for a one-year grant ending June 30, 2017.

The request for urban funds was submitted to the Greater Hickory Metropolitan Planning Organization in August 2016. The grant application for trips originating in rural areas must be submitted to NC Department of Transportation no later than November 4, 2016.

Catawba County will continue to contract with Western Piedmont Regional Transit Authority (WPRTA) to provide transportation funded by Section 5310. The funds will allow seniors and individuals with disabilities, to primarily attend the congregate nutrition program, have access to essential shopping, medical appointments, pharmacy, banking, and other essential services. Additionally, as funds allow, transportation will be provided for individuals to access education and employment opportunities, volunteer activities, senior centers, and Adult Day Care/Day Health programs when no other transportation is available.

A total of \$250,000 is being requested for trips originating in rural areas in FY 17/18. This is a significant increase over the \$125,000 we had traditionally requested and received. During FY 15/16 we did not have enough rural 5310 funding to provide transportation for the entire fiscal year. Rural trips are significantly more expensive than urban trips, and the additional funding will help us to serve more seniors and individuals with disabilities. While there is a possibility of a 10% state match, the state match is not guaranteed at this time. If the state match is not available, the requirement for local match would be 20% or \$50,000. If the state match is available the local match requirement will be 10% or

\$25,000. Social Services will provide the match utilizing current local funding allocated for senior transportation. There will be no increased cost to the County.

Approximately 10,000 one-way trips will be provided to an estimated 80-160 individuals for the period of the grant (July 1, 2017-June 30, 2018). Many of the seniors will utilize transportation for multiple purposes and a large percentage of the target population will utilize transportation daily. Providing transportation will allow older adults the opportunity and the choice to remain active and involved in the community.

RECOMMENDATION

Staff recommends the Board of Commissioners:

- a) Conduct a public hearing in consideration of submitting a Federal 5310 grant to the NC Department of Transportation. The grant will be used to provide transportation assistance for elderly individuals and individuals with disabilities residing in rural areas.
- b) Authorize the submission of the grant.
- c) Adopt the Public Transportation Program Resolution regarding the Federal 5310 grant.
- d) Authorize John Eller, Director of Catawba County Social Services, to submit the grant application as outlined in the Resolution.

PUBLIC TRANSPORTATION CONSOLIDATED CAPITAL CALL FOR PROJECTS PROGRAM RESOLUTION

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Status and the Governor of North Carolina have designated the North Carolina Department of Transportation (NCDOT) as the agency responsible for administering federal and state public transportation funds; and

WHEREAS, the North Carolina Department of Transportation will apply for a grant from the US Department of Transportation, Federal Transit Administration and receives funds from the North Carolina General Assembly to provide assistance for public transportation projects; and

WHEREAS, NCDOT has been designated as the State agency with principle authority and responsibility for administering capital projects for small urbanized and rural areas; and

WHEREAS, (Legal Name of Applicant) Catawba County hereby assures and certifies that it will comply with the federal and state statutes, regulations, executive orders, and all small administrative requirements related to the applications made to and grants received from the Federal Transit Administration, as well as the provisions of Section 1001 of Title 18, U.S.C.

WHEREAS, (Legal Name of Applicant) Catawba County understands and agrees that capital project requests will be funded with 5310, 5311 (RTAP or ADTAP), 5339, state funds or a combination thereof. The applicant agrees they will adhere to the compliance of the grant used to fund the project.

NOW, THEREFORE, be it resolved that the (Authorized Official's Title)* John Eller, Director, Catawba County Department of Social Services of (Name of Applicant's Governing Body) Catawba County Board of Commissioners is hereby authorized to submit a grant for federal and state funding, provide the required local match, make the necessary assurances and certifications and be empowered to enter into an agreement with the NCDOT to provide public transportation services.

I (Certifying Official's Name)*Barbara Morris (Certifying Official's Title) County Clerk do hereby certify that the above is true and correct copy of an excerpt from the minutes of a meeting of the (Name of Applicant's Governing Board) Catawba County Board of Commissioners duly held on the 17th day of October, 2016.

Signature of Certifying Official

Date

***Note that the authorized official, certifying official, and notary public should be three separate individuals.**

Seal Subscribed and sworn to me (date) _____

Notary Public Signature_____

Printed Name and Address

My commission expires (date) _____

Affix Notary Seal Here

PUBLIC HEARING RECORD

Public Hearing Notice was published on this date: October 4, 2016

APPLICANT: Catawba County

DATE: October 17, 2016

PLACE: Robert E Hibbitts Meeting Room, 1924 Courthouse (30 North College Avenue, Newton, NC)

TIME: 7:00 pm

How many of the Board Members or Commissioners attended the public hearing? _____

How many members of the PUBLIC attended the public hearing? _____

I, the undersigned, representing (*Legal Name of Applicant*) Catawba County do hereby certify to the North Carolina Department of Transportation that a Public Hearing was held as indicated above and:

During the Public Hearing

Section 5310 Program

☐ (NO public comments)

☐ (Public Comments were made and meeting minutes will be submitted after board approval)

The estimated date for board approval of meeting minutes is: _____

Signature of Clerk/Secretary to the Board

Printed Name and Title

Date

Affix Seal

APPOINTMENTS

Chair Isenhower recommends the appointment of Nathan Poovey, Terry Holdsclaw and John McAuley for a first terms on the Parks Advisory Committee and the reappointment of Paul Beatty, Jr. for a third full term on this committee. These terms will expire October 6, 2019.

Commissioner Barnes recommends the reappointment of Mick Berry for a fourth term and Ronnie Hainor for a second term on the Region E Development Corporation. These term will expire September 30, 2019.

MEMORANDUM

To: Catawba County Board of Commissioners

From: Finance and Personnel Subcommittee

Date: October 17, 2016

Subject: Board Approval of Contract with Mark D. Bardill, P.C. to handle Mortgage-Style Foreclosures of Delinquent Real Property Taxes

Request

The Finance and Personnel Subcommittee recommends the Board of Commissioners authorize a contract with Mark D. Bardill, P.C. for mortgage style foreclosure actions on delinquent real property taxes.

Background

As of September 1, 2016, there were 4,150 residential real property parcels with \$3,942,613 in delinquent taxes owed. In addition, there were 519 commercial real property parcels with \$1,723,315 in delinquent taxes owed. This totals 4,669 parcels with \$5,665,928 in delinquent taxes. Of the 4,669 parcels, 1,847 are in municipalities. These figures represent delinquencies from the past 10 years (from 2006 through 2015), which is the authorized statutory time frame for the collection of delinquent taxes.

The County currently utilizes in-house Legal staff to perform in-rem style foreclosures. This type of foreclosure is less desirable/marketable to the public due to an inability to acquire title insurance for the properties, which drastically reduces potentially interested individuals from bidding, impairs resale value, and may suppress sale prices of these properties. In addition, due to demands of many county departments and the time-intensive nature of processing foreclosures, in-house attorneys have not been able to process more than about a dozen cases per year. This has resulted in a growing backlog of delinquent real property taxes.

Staff interviewed two outside legal firms regarding the alternative mortgage-style foreclosure process. (Legal had discussions with some local attorneys, but none had the desire to handle these cases.) Mark D. Bardill's firm, Zacchaeus Legal Services, stood out as the most qualified, based on the following:

- Dedicated to performing only one task: mortgage style foreclosures.
- More than 30 years of experience in tax foreclosures.
- Currently represents 20 counties and 9 municipalities from across the state.
- Has developed and refined customized reporting to lend transparency to client on the status of tax foreclosure proceedings.
- Has experienced in-house staff dedicated to foreclosures.

- Provides county staff training to ensure an efficient and smooth process.

Based on Mr. Bardill's ability to handle a larger volume of delinquent properties, the positive improvement on County tax collection rates has been documented among his clients. As the County's backlog of 4,669 delinquent parcels is addressed, an improvement in the County's 2015/2016 collection rate of 98.02%, as well as prior and future year collection rates, are realistic goals.

Recommendation

The Finance and Personnel Subcommittee recommends the Board of Commissioners authorize a contract with Mark D. Bardill, P.C. for mortgage style foreclosure actions on delinquent real property taxes due.

TAX FORECLOSURE ATTORNEY AGREEMENT

This agreement, made and entered into this the _____ day of _____, 2016, by and between Catawba County, hereinafter referred to as County, and Mark D. Bardill, P.C., a North Carolina professional corporation, hereinafter referred to as Attorney, shall be for the legal services to be provided for foreclosure actions on delinquent real property taxes due to the County, and to this end, the parties hereto make the following recitals:

W I T N E S S E T H:

WHEREAS, Attorney has in excess of thirty years of experience serving as Special Tax Attorney for the Counties of Onslow, Jones, Craven, Lenoir, Beaufort, Wilson, Warren, Chatham, Lee, Cabarrus, Scotland, Tyrrell, Forsyth, Iredell, Yancey, Yadkin, Gates, Dare, Richmond and Washington and the Towns of Jonesville, Wallace, Columbia, Rose Hill, Yadkinville, Dobbins Heights, Gibsonville, Plymouth, Hoffman and the City of Lumberton; and

WHEREAS, tax foreclosure is a certain and special area of practice and any attorney who serves as a Special Tax Attorney must provide specially trained staff, must advance thousands of dollars in costs and must dedicate other resources in order to successfully complete the foreclosure assignments made to it; and

WHEREAS, to support these specially trained staff, advanced costs and other dedicated resources, Attorney needs a contract with County to serve as its special tax attorney for a term of four (4) years;

NOW, THEREFORE, for good and valuable consideration, and upon the agreements, conditions, and covenants found herein, the parties hereto agree as follows:

1. The Attorney shall initiate foreclosure actions for all parcels with delinquent taxes assigned in batches of 100 such parcels made quarterly on the 15th day of January, April, July and October during the term of this agreement, or in more frequent intervals, upon mutual agreement of the parties hereto.

2. The Tax Collector shall provide to the Attorney the name of the delinquent taxpayer, the most recent address on file, the total delinquent taxes, including interest and penalties by year and a map of the parcel with its identification number. This information shall be in the form of a computer printout and GIS Map, with other information provided as available.

3. All related work and filing of foreclosure actions shall take place within one hundred eighty (180) calendar days from the date that the Tax Collector transmits the initial information outlined in Paragraph 2 above and the request for foreclosure to the Attorney; however, if for some reason, the foreclosure action is not filed within one hundred eighty (180) calendar days from the date of transmittal, Attorney shall submit a written statement to the Tax Collector as to the reason why the action has not been filed. If a Taxpayer tenders payment in full prior to the filing of the complaint, the Tax Collector must accept payment and no attorney fees are due from the Taxpayer. Provided, however, should the Tax Office fail to inform the Attorney that a parcel has been paid in full while Attorney continues to work on preparing the case for filing, then in that event the Tax Office shall pay Attorney the standard per parcel fee as set forth in Paragraph 6 (as reduced by Paragraph 9, if applicable) below for sole or joint representation, as the case may be, plus all incurred expenses, copy charges, and the like even though the case has not been filed.

4. The Attorney shall notify the Tax Collector, in writing, immediately upon the filing of a foreclosure complaint with the Office of the Clerk of Superior Court. Attorney and County acknowledge and agree that heretofore, the payment of the fee to file tax foreclosure cases in the Office of the Clerk of Superior Court and for in-County service by the Sheriff has been deferred pursuant to N.C.G.S. Section 105-374(i). Should the laws of North Carolina be changed so that payment of said fees can no longer be deferred, County agrees to immediately advance said fees upon request by Attorney.

5. The Attorney shall bring the foreclosure to conclusion within two years after filing said foreclosure action with the Clerk of Court's office; however, if for some reason, the foreclosure action is not concluded within two years of filing, Attorney shall submit a written statement to the Tax Collector as to the reason why the action has not been concluded.

6. The Attorney shall be compensated in each foreclosure action in accordance with procedures set forth in the North Carolina General Statutes, Chapter 105 as ordered by a District or Superior Court Judge, or as agreed between the instant Taxpayer and Attorney. Attorney shall be guaranteed compensation for foreclosure on each parcel in the amount of eight hundred fifty and 00/100 dollars (\$850.00) plus all incurred expenses, i.e., service fees, copy charges, postage, publication costs, filing fees, and the like. Attorney shall be paid said compensation and costs upon settlement of the foreclosure action prior to the Order of Foreclosure, upon redemption of the parcel from sale or as part of the amount paid to purchase the property at sale. If the Taxpayer applies to the District or Superior Court for determination of a reasonable attorney fee pursuant to the procedures set forth in the North Carolina General Statutes, Chapter 105, and the Court awards less than \$850.00 per parcel, the County shall pay the balance of said compensation within thirty (30) days of said award from the County's local funds for legal work. Notwithstanding any other provision in this Agreement, for any parcel for which the Attorney files for foreclosure on behalf of the County and on behalf of any municipal unit of government, or for which the Attorney ultimately represents the County and any municipal unit of government in a foreclosure initially filed on behalf of just one of those jurisdictions, including where the taxes of a municipality are placed in the hands of the County Tax Collector pursuant to NCGS Section 105-354, (hereinafter "joint representation"), the compensation guaranteed to Attorney shall be one thousand and 00/100 Dollars (\$1,000.00) plus all expenses, i.e., service fees, copy charges, postage, publication costs, filing fees, and the like.

7. The Attorney shall use its best efforts to be appointed the Commissioner in the Order of Foreclosure, and upon public sale of such property pursuant to the Order of Foreclosure as provided for in Chapter 105, the Attorney shall be entitled to a Commissioner's Fee, plus incurred expenses, in accordance with the schedule provided for in Chapter 105, as approved by the Clerk of Superior Court. However, to assist the County in collecting all taxes due without reduction by the amount of the Commissioner's Fee, the Attorney agrees that as Commissioner, it shall be paid only to the extent available after payment of all amounts so ordered in the Order of Foreclosure plus the expenses incurred by the Attorney to advertise and give proper notice of public sale of such property. To this end, these expenses shall be added to the amount of taxes, fees and costs as ordered in the Order of Foreclosure to determine the opening bid by the County for purchase of such property from local funds. For purposes of illustration, compare the examples below where a typical 5% commission would be appropriate in a foreclosure with \$3,000.00 of taxes, \$1,500.00 of attorney fees and costs and \$500.00 of advertising/notice of public sale expenses (Total without Commissioner's Fee \$5,000):

Example #1 - County as High Bidder @ \$5,000

In this example, the County is paid in full for the taxes and interest which have accrued to the date the Order of Foreclosure is entered, the Attorney is paid in full for the attorney fees and costs incurred to the date of the Order of Foreclosure, the expenses incurred by the Attorney to advertise and give proper notice of public sale are paid, but no Commissioner's Fee is paid.

Example #2 - Other High Bidder @ \$5,100

In this example, all amounts outlined in Example #1 are paid, plus \$100.00 of the \$255.00 5% Commissioner's Fee is paid.

Example #3 - Other High Bidder @ \$5,500

In this example, all amounts outlined in Example #1 are paid, the \$275.00 5% Commissioner's Fee is paid, and \$225.00 is paid to the Clerk to hold as surplus from the sale.

7a. Should the County, in its complete and unfettered discretion, determine that it does not wish to make the opening bids on sales equal to all fees, costs and taxes as set forth in the underlying judgment in the causes filed on its behalf, the County shall pay the Attorney a fixed fee of one hundred fifty and 00/100 dollars (\$150.00) per upset bid filed in the Clerk's Office pursuant to NCGS Section 1-339.25, in all foreclosure sales and resales until such time as the bidding reaches the amount that would have been bid if the County had bid in the amount equal to all fees, costs and taxes as set forth in the underlying judgment in the cause. Said fixed fee shall be due and payable within thirty (30) days of invoice of County by Attorney.

8. If the Taxpayer files a petition in bankruptcy during the period any foreclosure action brought pursuant to this agreement is pending, the Tax Collector shall file, as part of its claim to the bankruptcy court, the fees, costs and expenses set forth herein, and shall pay Attorney for such amounts within sixty (60) days of written notification to Tax Collector of such bankruptcy. If the Taxpayer's petition is dismissed or a lift of the stay of bankruptcy court is obtained during the term of this agreement, Attorney agrees to proceed with the foreclosure and complete the remaining services due from it hereunder.

9. If the County assigns to the Attorney, in any one assignment, more than one parcel owned by the same Taxpayer or Taxpayer(s) and none other and encumbered by the same liens, the County's obligation to pay the compensation set forth in Paragraphs 6, 7 and 8 shall be based on the following per parcel charge: 2 to 5 parcels, the same amount as set forth above per parcel; 6 to 10 parcels, the same amount as set forth above less fifty (\$50.00) dollars per parcel in cases of sole representation or less twenty five (\$25.00) dollars per parcel in cases of joint representation, 11 or more parcels, the same amount as set forth above less one hundred (\$100.00) dollars per parcel in cases of sole representation or less fifty (\$50.00) dollars per parcel in cases of joint representation, plus all costs and expenses.

10. The Attorney shall not apply for fees over the amounts aforementioned except for unusual, novel, or difficult cases. The provisions of this paragraph shall be rarely invoked, if at all. Furthermore, the Attorney shall notify the Tax Office for approval before taking on extraordinary time and expense so as to make such application for additional fees necessary.

11. The County shall pay to the Attorney a fixed fee of three hundred twenty-five dollars and 00/100 (\$325.00) if a parcel is recalled before suit is filed or the standard per parcel fee as set forth in Paragraph 6 (as reduced by Paragraph 9, if applicable) below for sole or joint representation, as the case may be, if a parcel is recalled after suit is filed plus all incurred expenses, i.e., service fees, copy charges, postage, publication costs, filing fees, and the like, in the event of double listings, clerical or other erroneous information provided by the Tax Collector to the Attorney, or legal, practical or administrative problems discovered by the Attorney which result in legal impracticality to effect proper collection remedies through foreclosure.

12. Costs, expenses, and the like, to the extent that they are ascertainable as of the time this Agreement is executed, are as follows: a) copies at \$.25 per copy b) filing fees as set by statute, currently \$150 per suit, \$20 per notice of hearing filed and \$15 per A & P summons issued, c) publication costs as incurred by Attorney according to the publishers= then current rate, d) service fees by certified and regular mail as set by the United States Postal Service, currently \$6.68 per envelope for certified mail, e) service fees by North Carolina Sheriff as set by statute, currently \$30 per defendant/lienholder, and f) service fees by out of state service providers as set by that state's statute.

13. To ensure that the proper amount of delinquent taxes, interest, fees and costs are collected, the Attorney and the Tax Collector shall verify with one another the amount due at the time when, and if, the Taxpayer satisfies the tax lien after the complaint is filed but prior to foreclosure.

14. All funds collected shall be paid to the Tax Collector and shall be paid in the form of cash, bank check or certified funds. County shall immediately inform Attorney of the receipt of any such funds and the parcel to which they pertain. Any part of any such funds that represent attorney fees, service fees, copy charges, postage, publication costs, filing fees, and the like shall be remitted to Attorney as part of the next ensuing regular disbursement by the County Finance Office.

15. Subject to the terms of Paragraph 16, Attorney shall be the sole and exclusive special tax attorney for mortgage-style foreclosures for the County during the term of this agreement. County shall use its best efforts to assign all of its parcels with delinquent property taxes to Attorney pursuant to the terms hereof during the term of this Agreement.

16. Attorney's services hereunder are limited to the general prosecution of foreclosure actions to collect delinquent taxes assessed against real property located in the County, including title search services, document preparation, court appearances to obtain orders of foreclosure by default judgment, judgment on the pleadings, summary judgment, appearances as Commissioner to sell property at public sale, and negotiation with Taxpayers in settlement of such actions. Attorney's services hereunder do not include preparation and court appearances for trial or appeal and the County shall provide all such legal services. The intent of this provision is to ensure that the overwhelming majority of Attorney's time, talent and advanced expenses is involved in the prosecution of delinquent real property taxes on a volume basis, and that any case that involves an extraordinary amount of effort, such as in the preparation of a case for trial, that the County Attorney or his designee shall be responsible for the continued prosecution of such case.

17. This agreement shall be for the period of four (4) years, beginning _____, 2016 and terminating on _____, 2020. After the initial four year term set out above, this Agreement shall renew itself automatically for two year

terms, unless either party shall give written notice no less than 90 days prior to the end of the then current term. Upon renewal, there will be a ten (10%) per cent increase on all attorney fees set out hereunder upon the first renewal and an additional five (5%) per cent increase on all attorney fees set out hereunder upon every renewal thereafter. The intent of this provision regarding increases in attorney fees is to allow a two and one-half (2 ½%) annual increase for each year of the contract, made upon each renewal of the term of the agreement. The initial four (4) year term, and any two (2) year renewal term, is subject to the following early termination clause: The parties anticipate that the aggregate funds collected by County for delinquent taxes through Attorney's performance under this Agreement will be greater than the aggregate expenses by County pursuant to this Agreement. In order to insure such a net benefit is actually received, County shall be entitled to review the performance and net benefits of this Agreement each December 1st during any year in which the Agreement is effective. During each review, County shall have thirty (30) days from the date of such review to terminate the Agreement early and without penalty or damages only if County determines in good faith during any such review that it has not received an aggregate net benefit from this Agreement for no fault caused by County measured in terms of funds collected less funds expended pursuant to this Agreement from the first day of its effective date to the date of each applicable review. In the event of early termination, the terms of this Agreement shall remain in effect with respect only to those delinquent accounts referred to Attorney prior to the notice of early termination, and the parties shall continue to perform in accordance with the terms of the Agreement with regard only to such accounts until completely processed thereunder, or otherwise mutually agreed. The term "net benefit" as used herein shall be defined as: The collection by County of more total funds through Attorney's performance under this Agreement than County pays (other than those funds paid for attorney's fees and costs that pass-through the County Finance Department because they have been paid by or on behalf of a taxpayer to redeem a parcel) to Attorney for services and any actual out of pocket expenses incurred hereunder by County during any specific review period.

COUNTY:

Chairman,
Catawba County Board of Commissioners

ATTEST:

Clerk

ATTORNEY:

President, Mark D. Bardill, P.C.

ATTEST:

Secretary

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

County Finance Director

MEMORANDUM

TO: Catawba County Board of Commissioners

FROM: Finance and Personnel Subcommittee

DATE: October 17, 2016

IN RE: Jail Expansion Architect Design Services

REQUEST

The Finance and Personnel Subcommittee recommends the approval of additional services from O'Brien Atkins for the design of the Jail Expansion Project in the amount of \$203,010 and authorize Mick Berry, County Manager, to execute the contract.

BACKGROUND

On June 20, 2016, the Catawba County Board of Commissioners approved the award of the architectural services contract to O'Brien Atkins for the design of the Jail Expansion Project.

The Board approved the O'Brien/Atkins fee of 7.6% based on a \$17,000,000 cost estimate for the basic design of the 256 bed expansion. At your June 20, 2016 board meeting, staff shared with you that additional services were not included in that base fee cost estimate. Staff has negotiated a price for the additional services in the amount of \$203,010.00, including: Programming, Electronic Security Engineering, Food/Laundry Service Design, Door Hardware Detention Equipment, Signage and Cost Consulting.

RECOMMENDATION

The Finance and Personnel Subcommittee recommends the approval of additional services from O'Brien Atkins for the design of the Jail Expansion Project in the amount of \$203,010 and authorize Mick Berry, County Manager, to execute the contract.

MEMORANDUM

To: Catawba County Board of Commissioners

From: Policy and Public Works Subcommittee

Date: October 17, 2016

Re: New Family Justice Center

Requested

The Policy and Public Works Subcommittee recommends the Board of Commissioners approve an application for a Governor's Crime Commission Grant to create a new Family Justice Center.

Background

Recently, emergency meetings were convened by United Way and Catawba County Social Services regarding the sudden closing of the Rape Crisis Center, leaving adult victims of sexual assault void of vital services in our county. Service loss included court advocacy, a 24-hour crisis line for information and referral, hospital accompaniment, therapy, and support groups. The Family Guidance Center and the Children's Advocacy and Protection Center (CAPC) both stepped up to help fill the void and provide services to adult victims of sexual assault until a more permanent solution is found. The Family Guidance Center will provide court advocacy and respond to crisis line calls. The CAPC will provide hospital accompaniment and support groups. These are short term solutions that cannot be sustained.

The Family Justice Center (FJC) model would provide a long term solution for all victims of violence in our community. Family violence is an extremely complex issue which manifests itself in varying dynamics within families – from intimate partner violence to child abuse, from teen dating violence to elder abuse, from sexual assault to emotional and psychological abuse. Many times violence that begins within the family unit carries over beyond familial relationships in the form of youth violence, gang violence, school violence, and community violence. Therefore, a comprehensive approach to preventing and intervening with family violence is essential. The concept co-locates various providers' intake services to "triage" and benefit victims of family violence from going to multiple sites thus avoiding them experiencing the unnecessary trauma of telling their account of violence multiple times. The FJC uses a "safe place" model where the victim is invited to a safe, comfortable room and representatives from the agencies come to the victim to develop a coordinated community response. Some of these services include: a place where law enforcement and prosecutors can meet with victims; nurses can consult with victims (for diagnostic, treatment and forensic purposes); victim advocate services from service provider agencies; therapy (individual and group); social services protective services; substance abuse services; information and referral to appropriate services; and emergency housing/shelter when homelessness is present due to domestic violence or abuse.

FJCs have been implemented in several counties across the state through a grant provided by the Governor's Crime Commission (GCC). As mentioned, FJCs reflect a single entry point for a continuum of care and facilitate the coordination of a community response between victim service agencies, local law enforcement, social services, and non-profits to improve the level of service for families experiencing domestic violence, child abuse, sexual assault, and elder abuse. FJC's are formed through and coordinated by existing community-based service agencies with financial and policy-based support and

leadership from local law enforcement agencies, county government, and a diverse team of service providers.

The core principal is community-based leadership and strong partnerships between public and private agencies (District Attorney, Judges, Sheriff and Police Chiefs, Social Services, and provider agencies). Catawba County has demonstrated the ability to bring public and private agencies together using the Multidisciplinary Team Model (MDT) at the CAPC to provide victim services to children who have experienced sexual and physical abuse. All of these entities are supportive of the FJC concept. Some communities have not been able to achieve this model, so our community is "ready" from that perspective.

What is the County commitment under GCC Grant?

1. Catawba County would have to agree to be the "sponsor." What this means is that the county would have to be the fiscal agent, develop Contracts or Memorandums of Understanding (MOU's) with partner agencies, and distribute grant funds received to each agency as specified in the MOU's.
2. A "coordinator" must be designated. Because of the work already being done at the CAPC which positions Catawba County well, the CAPC Director would also serve in this role (and is already doing much of it now). The County has done this kind of activity in the past for other services including JCPC.
3. The County would need to provide shared space to "triage" services which need to be on the same campus as the Justice Center in Newton. This will require 5-7 office-like spaces, one or two of which would need to be a larger room for groups/meetings and a therapeutic room for victims. Options meeting this space requirement are available within the Justice Center, or elsewhere on the Government Center campus.

The GCC grant would help up fit the shared space with office equipment, technology, and administrative dollars for staff. This grant would last two years, and all equipment and staffing would then become the responsibility of the provider agencies to sustain after the grant ends. This would be outlined in their MOU's. The Counties that have successfully rolled out the FJC model utilized the GCC grant to fund the center with the expectation that the provider agencies would sustain it. Under this MOU, the County's only long term role was to continue to provide the shared space.

We are hopeful about Catawba County's ability to receive the GCC grant due to our former Sheriff, David Huffman, being the Executive Director, and former Hickory Police Chief and CAPC Board member, Tom Adkins being on the NC GCC Board. There is strong support from Judges, the District Attorney, law enforcement leaders, Social Services, and the community for this model. Should the County receive the grant, the FJC will not only provide a more supportive experience for victims, but will also increase efficiency in service provision, increase prosecution of offenders, and would be a deterrent for crime.

Recommendation

The Policy and Public Works Subcommittee recommends the Board of Commissioners approve application for a Governor's Crime Commission Grant to create a new Family Justice Center. The GCC grant for the Family Justice Center is due in January, 2017 and should the grant application be successful, implementation would be expected to begin in October, 2017.

MEMORANDUM

TO: CATAWBA COUNTY BOARD OF COMMISSIONERS

FROM: Lori Mathes, Tax Collector

DATE: October 17, 2016

IN RE: REPORT AND SETTLEMENT OF 2015 TAX

REQUEST

The Tax Collector is asking for approval of the Fiscal Report and Settlement of 2015 taxes for Fiscal Year July 1, 2015 to June 30, 2016.

BACKGROUND

As required by GS 105-352, and GS 105-373, the Tax Collector is required to make an annual settlement for all taxes in the hands of the Tax Collector for collection.

RECOMMENDATION

This Fiscal Report and Settlement of 2015 taxes are approved as shown on the attached report.

AMP/attachment

FISCAL YEAR JULY 1, 2015 TO JUNE 30, 2016

CATAWBA COUNTY 2015 TAX YEAR

REAL ESTATE / PERSONAL PROPERTY TAXES – COUNTY AND FIRE DISTRICTS

ADJUSTED LEVY as of 6/30/2016 ----- 90,073,401
BALANCE OF A/R as of 6/30/2016 ----- 1,791,225
COLLECTIONS as of 6/30/2016 ----- 88,282,176
PERCENTAGE COLLECTED AS OF 6/30/2016 ----- 98.01%

I, Lori Mathes, do hereby affirm that this is a true and accurate report concerning the tax levy of Catawba County, North Carolina, for Fiscal Year 2015/2016, 2015 tax year.

This is the _____ day of _____ 20_____

Lori Mathes
Tax Collector, Catawba County

NORTH CAROLINA, CATAWBA COUNTY

I, _____, Notary Public, do hereby certify that Lori Mathes personally appeared before me this day and acknowledge the due execution of the foregoing instrument.

Witness my hand and official seal, this the _____ day of _____, _____

Notary Public:

COLLECTIONS FROM OTHER SOURCES

Real and Personal Property Taxes

Collected 2015 --- County and Fire Districts	88,282,175.67
Prior Years 1999-2014 Principal – County & Fire	1,754,155.12
Interest -----2015 and Prior Years	526,392.42

Vehicle Tax

Collected 2015---County and Fire Districts <i>County Collections</i>	2,286.53
Collected 2015---County and Fire Districts <i>State Collections</i>	8,023,085.04
Prior Years 1999-2014 – County and Fire Districts	60,058.86
Interest on Vehicle Tax – 2015 and Prior Years	86,147.74
 Prepaid Tax Distribution on 2016 County Tax (REPP)	 101,481.05
Prepaid Tax Distribution on 2016 County Tax (RMV)	561.99
NSF Check Charges	4,143.48
Garnishment & Attachment Fees	31,891.34
Privilege Licenses	8,780.00
Gross Receipts Tax (Tax on Rental Vehicles)	110,551.79
Gross Receipts Tax (Tax on Heavy Equipment)	19,440.47
Fees for Deed and Map Copies	2,471.70
Foreclosure & Legal Fees	6,128.30

Municipal Collection Charges for Motor Vehicles

Cities Fees of 1 1/2% on Auto Tax Collected	639.45
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MUNICIPAL COLLECTION CHARGES

Brookford	322 bills	4.00	1,288.00
Catawba	633 bills	4.00	2,532.00
Claremont	1,150 bills	4.00	4,600.00
Conover	5,274 bills	4.00	21,096.00
Hickory	21,512 bills	4.00	86,048.00
Longview	2,562 bills	4.00	10,248.00
Maiden	2,297 bills	4.00	9,188.00
Newton	7,173 bills	4.00	28,692.00
Total	40923 bills	4.00	163,692.00

2015 COLLECTIONS INFORMATION BY CITY AND TOWN

Real Estate and Personal Property

	LEVY	COLLECTED	OUTSTANDING BALANCE	PERCENT
BROOKFORD	85,588	78,968	6,620	92.27%
CATAWBA	282,792	255,903	26,889	90.49%
CLAREMONT	1,698,975	1,692,985	5,990	99.65%
CONOVER	4,527,243	4,440,317	86,927	98.08%
HICKORY	22,899,422	22,490,290	409,132	98.21%
LONGVIEW	881,751	845,815	35,936	95.92%
MAIDEN	5,563,809	5,539,685	24,124	99.57%
NEWTON	4,927,912	4,799,652	128,260	97.40%

Vehicle Collections

	PRINCIPAL	INTEREST	TOTAL
CONOVER	43	0	43
HICKORY	413	0	413
HICKORY CITY TAG FEES	35	0	35
NEWTON	79	0	79

**STATUS OF COLLECTION PERCENTAGE AS OF
June 30, 2016**

Fiscal year 07/01/2014 thru 06/30/2015

Tax Year 2014

Adjusted Levy	86,320,080
Collections	85,343,024
Outstanding Balance (Real Estate & Personal Property)	977,056
Percentage Collected	98.87 %

Fiscal year 07/01/2013 thru 06/30/2014

Tax Year 2013

Adjusted Levy	84,439,332
Collections	83,677,081
Outstanding Balance (Real Estate & Personal Property)	762,251
Percentage Collected	99.10 %

As of 6/30/2016 99.23 % of the 2012 levy was collected

As of 6/30/2016 99.41 % of the 2011 levy was collected

As of 6/30/2016 99.51 % of the 2010 levy was collected

PRIOR YEARS COLLECTION RESULTS

FISCAL YEAR	TAX YEAR	LEVY	PERCENTAGE COLLECTED
1979/80	1979	11,062,367	91.92%
1980/81	1980	11,723,000	97.01%
1981/82	1981	12,341,738	97.98%
1982/83	1982	12,769,270	98.85%
1983/84	1983	14,364,144	99.43%
1984/85	1984	15,016,524	99.46%
1985/86	1985	15,023,711	99.30%
1986/87	1986	17,970,927	99.12%
1987/88	1987	17,385,223	99.31%
1988/89	1988	17,812,972	99.35%
1989/90	1989	21,676,434	99.34%
1990/91	1990	22,611,620	99.19%
1991/92	1991	27,682,982	99.30%
1992/93	1992	28,240,644	99.20%
1993/94	1993	28,280,279	99.64%
1994/95	1994	29,570,920	99.61%
1995/96	1995	33,664,697	99.61%
1996/97	1996	34,868,643	99.57%
1997/98	1997	37,850,343	99.50%
1998/99	1998	39,189,655	98.98%
1999/00	1999	47,323,073	98.76%
2000/01	2000	49,092,961	98.53%
2001/02	2001	51,214,653	98.52%
2002/03	2002	53,182,726	98.47%
2003/04	2003	57,179,727	98.30%
2004/05	2004	57,597,987	98.24%
2005/06	2005	59,926,161	98.14%
2006/07	2006	61,893,002	98.04%
2007/08	2007	74,971,643	97.92%
2008/09	2008	77,832,429	97.34%
2009/10	2009	78,921,143	97.30%
2010/11	2010	79,384,478	97.27%
2011/12	2011	80,525,105	96.98%
2012/13	2012	83,053,706	96.95%
2013/14	2013	84,484,169	97.34%
2014/15	2014	86,324,453	97.83%
2015/16	2015	90,073,401	98.01%

Budget Transfers: Pursuant to Board authority granted to the County Manager, the following budget transfers have been completed:

County Manager Contingency Transfers:

Transfer of Appropriations:

From:

115-150120-994200	Special Contingency	\$6,253.51
115-150120-691500	Special Contingency	\$6,253.51
110-190100-994000	Contingency	\$17,367.44

To:

115-150120-995110	To General Fund	\$6,253.51
115-150120-691500	Insurance Settlements	\$6,253.51
110-430100-984000	Motor Vehicles	\$17,367.44

Supplemental Appropriation:

Appropriation:

110-430100-984000	Motor Vehicles	\$6,253.51
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Revenue:

110-430100-695115	From Self Insurance Fund	\$6,253.51
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9/30/16 – A transfer from Special Contingency in Self-Insurance (\$6,253.51) and County Manager contingency \$17,367.44) was approved to allow Utilities & Engineering to replace a vehicle involved in a no-fault accident. Total cost of vehicle replacement including bed cover, liner, side steps; seat covers; and 3% road use tax was \$28,303.95. The County received an insurance settlement of \$6,253.51 for the vehicle. Utilities & Engineering had \$4,683 remaining in its Motor Vehicles account due to better pricing than anticipated for Building Services vehicles purchased earlier this year. The remaining \$17,367.44 was transferred from County Manager Contingency to complete the purchase.