

AGENDA

Catawba County Board of Commissioners Meeting
Monday, August 7, 2017, 9:30 a.m.
Robert E. Hibbitts Meeting Room, 1924 Courthouse
30 North College Avenue, Newton, NC

1. Call to Order.
2. Pledge of Allegiance to the Flag.
3. Invocation.
4. [Approval of the Minutes from the Board's Regular Meeting and Closed Session of July 17, 2017.](#)
5. Recognition of Special Guests.
6. Public Comments.
7. Presentations:
[National Association of Counties \(NACo\) Achievement Awards:](#)
 - a. Social Services – Drug Testing Purchase Order Portal. *Presented to Social Services Director Karen Harrington, Social Services IT Manager Jordan Vinson and Accounting Specialist Tracy Cooper.*
 - b. GIS/Information Technology – Improving Emergency Response Times through Geospatial Modeling and Simulation. *Presented to Emergency Services Director Bryan Blanton, Chief Information Officer Rick Pilato, GIS Administrator Michelle Deese and Programmer Analyst Greta Bumgarner.*
 - c. Library –
 1. Library Homework Helpers. *Presented to Library Director Suzanne White, Branch Managers Brandy Burnett and Jenny Geram-Markham and Library Specialists Soraya Place and Genoveva Diaz.*
 2. Born to Read. *Presented to Library Director Suzanne White, Assistant Library Director Siobhan Loendorf and Librarian April Green.*
8. [Appointments.](#)
9. Consent Agenda:
 - a. [Adoption of the Project Budget Ordinance, the Assistance Policy, Procurement/Disbursement Policy and the WPCOG Administration Agreement for the 2017 North Carolina Housing Finance Agency Urgent Repair Grant of \\$75,000.](#)
 - b. [Catawba County Schools – Blackburn Elementary School Cooler/Freezer Replacement.](#)
 - c. [Budget Amendment – Conover School.](#)
 - d. [Tax Refund Request.](#)
10. Other Items of Business.
11. Manager's Report.
 - a. [Contract for Engineering Services Southeastern Catawba County \(SECC\) Area Utility Study and Master Plan.](#)

- b. Budget Transfers.
- c. Proposed Ordinance to Allow the Sale of Alcoholic Beverages before Noon on Sundays at Licenses Premises.

12. Attorneys' Report.

13. 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.

CALENDAR: The next meeting of the Board of Commissioners will take place on Monday, August 21, 2017, at 7:00 p.m. in the 1924 Courthouse.



P.O. Box 389
25 Government Drive
Newton, North Carolina 28658-0389
Telephone: 828-465-8200
Fax: 828-465-8392

For Release: May 5, 2017

FOUR COUNTY PROGRAMS WIN NACo AWARDS

NEWTON, NC – Four Catawba County programs have been recognized with 2017 National Association of Counties (NACo) Achievement Awards. The awards honor innovative, effective county government programs that enhance services for residents.

The Catawba County Library System won two Achievement Awards. The first was given for the Library's Homework Helpers program, which enriches learning opportunities for students and increases educational attainment in Catawba County by supporting student learning through tutoring and coaching. It also increases teen engagement and supports active learning, personal growth, and leadership for teen volunteers who work with elementary students. The Library acts as the facilitator and host by bringing high school student volunteers together with elementary age students who need practice reading and help with their homework.

The second Achievement Award was given for the Library's Born to Read initiative, a partnership with local hospitals and the Catawba County Partnership for Children to help improve kindergarten readiness and overall educational attainment in Catawba County. The Library presents early literacy training to expectant parents during prenatal classes. Before leaving the birthing center, parents of newborns receive a Born to Read Bag, complete with baby's first book and library card, along with plenty of information resources to give their baby a head start on early literacy with immediate access to thousands of online resources, including children's books, movies and music. The Library continues to support our youngest citizens through special collections, Baby Bounce and Ready to Learn story times, as well as outreach and education that positively reinforce early literacy development.

Catawba County Geospatial Information Services (GIS) and Emergency Medical Services (EMS) won the third award for the creation of a map-based simulation tool to analyze EMS incident response scenarios and accurately predict necessary EMS resources to meet the County's under-eight-minute ambulance response benchmark. This collaborative tool has helped ensure efficient services to citizens without coverage gaps, minimal overhead cost for evaluating dispatch procedures, and better data analysis for prudent budget and resource allocation.

Catawba County Social Services won the fourth award for developing a drug testing purchase order portal to help streamline the drug testing process that is sometimes required for clients. One of the contributing factors to why children are sometimes removed from their parents involves illegal substance abuse. Parents are often required by the court to undergo random drug testing and demonstrate sobriety in order to regain custody of their children. The new software created by Social Services' IT staff provides a secure, paperless system that simplifies appointment scheduling, provides better tracking of appointments, and enables the testing clinic to organize client visits in a more efficient manner.

Nationally, NACo awards are given in 18 different categories that reflect the vast, comprehensive services counties provide. Catawba County has won 210 awards over the history of the NACo program and has been honored every year since the program's inception in 1970.

"My fellow commissioners and I are always impressed by the innovative and effective programs and solutions developed by County employees, and we're pleased to see that hard work recognized by NACo," said Randy Isenhower, Chair, Catawba County Board of Commissioners.

The categories include children and youth, criminal justice, county administration, information technology, health, civic engagement and many more. Learn more at www.naco.org.

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Media Contact: Amy McCauley, Communications & Marketing Director, (828) 465-8464, amccauley@catawbacountync.gov

APPOINTMENTS

RANDY ISENHOWER (Upcoming) Jury Commission

6/30/17

Wayne Martin

Eligible for a 4th term

2-year terms

Chair Isenhower recommends the reappointment of Wayne Martin for a fourth term on the Jury Commission. This term will expire June 30, 2019.

BARBARA BEATTY (Due) Catawba Valley Medical Group Board of Directors

Vice-Chair Beatty recommends the appointment of Kimberly Crews to the Catawba Valley Medical Group Board of Directors to succeed David Boone.

BARBARA BEATTY (Due) Nursing and Rest Home Advisory Board

Vice-Chair Beatty recommends the reappointment of Helen Upchurch for a second term on the Nursing and Rest Home Advisory Board. This term will expire June 5, 2020.

BARBARA BEATTY (Due) Subdivision Review Board

Vice-Chair Beatty recommends her reappointment the Subdivision Review Board for a second term. This term will expire May 17, 2019.

MEMORANDUM

TO: Catawba County Board of Commissioners

FROM: Jacky Eubanks, Director Of Planning and Parks

DATE: August 7, 2017

RE: Adoption of the Project Budget Ordinance for the 2017 North Carolina Housing Finance Agency Urgent Repair Grant of \$75,000; the Assistance Policy and Procurement/Disbursement Policy and the WPCOG Administration Agreement

REQUEST

Staff requests the Board of Commissioners approve the following items associated with the Catawba County 2017 Urgent Repair Program Grant:

1. Agreement between the Western Piedmont Council of Governments (WPCOG) and Catawba County for the provision of Grant Management Assistance – Urgent Repair Housing Program –August 7, 2017 – February 7, 2019;
2. Project budget ordinance in the amount of \$75,000 for rehabilitation and administration; and
3. The 2017 NCHFA Urgent Repair Grant Assistance Policy and Procurement/Disbursement Policy for Catawba County's Urgent Repair Program.

BACKGROUND

The North Carolina Housing Finance Agency awarded Catawba County the 2017 Urgent Repair Program Grant in the amount of \$75,000 in April 2017. The Program will assist approximately fifteen (15) low-income households by providing energy efficiency improvements and minor structural repairs. NCHFA allows up to \$800 a house for administration, work write-ups and inspections. The WPCOG contract is for \$9,000 which averages out to about \$600 a house. The remaining \$66,000 will be used for rehabilitation for urgent needs such as leaking roofs, non-functional heating units, etc. The WPCOG will provide day-to-day management of the program with administration oversight being provided by the Planning Department.

RECOMMENDATION

Staff recommends the Board of Commissioners approve the following items associated with the Catawba County 2017 Urgent Repair Program Grant:

1. Agreement between the Western Piedmont Council of Governments (WPCOG) and Catawba County for the provision of Grant Management Assistance – Urgent Repair Housing Program – August 7, 2017 – February 7, 2019;
2. Project budget ordinance in the amount of \$75,000 for rehabilitation and administration; and
3. The 2017 NCHFA Urgent Repair Grant Assistance Policy and Procurement/Disbursement Policy for Catawba County's Urgent Repair Program.

Revenue

280-420137-630590	\$75,000
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Expenditures

280-420137-849117 - Administration	\$ 9,000
280-420137-849120 - Rehabilitation	\$66,000

ORDINANCE#_____

CATAWBA COUNTY'S PROJECT BUDGET ORDINANCE
FOR THE 2017 URGENT REPAIR GRANT

Be it ordained by the County Commissioners of the Catawba County that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted.

Section 1. The project authorized is the North Carolina Housing Finance Agency Urgent Repair Grant described in the work statement contained in the Funding Agreement URP#1701 between this unit and the North Carolina Housing Finance Agency. This project is more familiarly known as the 2017 Catawba County Urgent Repair Program.

Section 2. The officers of this unit are hereby directed to proceed with the grant project within the terms of the grant document(s), the rules and regulations of the North Carolina Housing Finance Agency, and the budget contained herein.

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

Revenues

North Carolina Housing Finance Agency-URP

NCHFA-URP Grants Revenue	\$75,000
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Section 4. The following amounts are appropriated for the project:

Expenditures

North Carolina Housing Finance Agency-URP

Rehabilitation-URP	\$66,000
WPCOG/Administration	<u>\$ 9,000</u>
	\$75,000

Section 5. The Finance Officer is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records to provide the accounting to the grantor agency required by the grant agreement(s) and federal and state regulations.

Section 6. Funds may be advanced from the General Fund for the purpose of making payments as due. Reimbursement requests should be made to the grantor agency in an orderly and timely manner.

Section 7. The Finance Officer is directed to report quarterly on the financial status of each project element in Section 4 and on the total grant revenues received or claimed.

Section 8. The Budget Officer is directed to include a detailed analysis of past and future costs and revenues on this grant project in every budget submission made to this Board.

Section 9. Copies of this grant project ordinance shall be made available to the Budget Officer and the Finance Officer for direction in carrying out this project.

Adopted this the ____ day of August, 2017.

Chair

ATTEST:

County Clerk

**Catawba County
Assistance Policy
For the 2017 Cycle of the Urgent Repair Program**

What is the Urgent Repair Program? Catawba County has been awarded \$75,000 by the North Carolina Housing Finance Agency (“NCHFA”) under the 2017 cycle of the Urgent Repair Program (“URP17”). This program will be used to provide urgent repair funds to fifteen (15) homes scattered throughout all of Catawba County, including all towns, cities and municipalities with the exception of the City of Hickory in the 2017/2018 fiscal year. This program provides funds to assist very-low and low- income households with special needs in addressing housing conditions which pose imminent threats to their life and/or safety or to provide accessibility modifications and other repairs necessary to prevent displacement of very-low and low- income homeowners with special needs such as frail elderly and persons with disabilities

This Assistance Policy describes who is eligible to apply for assistance under URP17, how applications for assistance will be rated and ranked, what the form of assistance is and how the repair/modification process will be managed. Catawba County has tried to design this URP17 project to be fair, open, and consistent with its approved application for funding and with NCHFA’s URP Program Guidelines.

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

Eligibility To be eligible for assistance under URP17 applicants

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

URP17 Income Limits for Catawba County

Number in Household	30% of Median (very-low income)	50% of Median (low income)
1	\$10,950	\$18,200
2	\$12,500	\$20,800
3	\$14,050	\$23,400
4	\$15,600	\$26,000
5	\$16,850	\$28,100
6	\$18,100	\$30,200
7	\$19,350	\$32,250
8	\$20,600	\$34,350

*Income limits are subject to change based on annually published HUD HOME Limits.

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

Selection of applicants

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

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

Recipients of assistance under the URP17 will be chosen by the above criteria without regard to race, religion, sex, color, national origin, handicapping condition or family status of the owners or occupants.

The definitions of special needs' populations under URP17 are:

- *Elderly:* An individual aged 62 or older.
- *Disabled:* A person who has a physical, mental or developmental disability that greatly limits one or more major life activities, has a record of such impairment, or is regarded as having such an impairment. A person whose sole impairment is alcoholism or drug addiction shall not be considered handicapped or disabled under the URP17.
- *Large Family:* A large family household is composed of five or more individuals; at least four are immediate family members.
- *Head of Household:* The person or persons who own(s) the house.
- *Household Member:* Any individual who is an occupant (defined below) of the unit to be rehabilitated shall be considered a "household member" (the number of household members will be used to determine household size and all household members except full-time students are subject to income verification).
- *Occupant:* An occupant is defined as any immediate family member (mother, father, spouse, son/daughter of the head of the household, regardless of the time of occupancy); or non-immediate family member who has resided in the dwelling at least 3 months prior to the submission of the family's application.
- *Single-Parent Household:* A household in which one and only one adult resides with one or more dependent children.
- *Child with elevated blood lead level:* a child below the age of six with an elevated blood lead level.

****Military veteran:** A person who served in the active military, naval, or air service, and who was discharged or released therefrom under conditions other than dishonorable. The term 'military' for the purposes of URP eligibility shall be defined as: Army, Navy, Air Force, Marine Corps, and Coast Guard; as a commissioned officer of the Public Health Service; or as a commissioned officer of the National Oceanic and Atmospheric Administration (NOAA) or its predecessors.

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

What is the form of assistance under URP17? Catawba County will provide assistance to homeowners, whose homes are selected for repair/modification, in the form of a **loan**. Homeowners will receive an **unsecured deferred, interest-free loan**, forgiven at a rate of \$1,000 per year, until the principal balance is reduced to zero.

What is the amount of the loan? The amount of the loan will depend on the scope of work necessary to address the identified imminent threats to life and/or safety, and that will be determined by the WPCOG's Rehabilitation Specialist. There is no minimum to the amount of the loan; however the maximum life-time limit according to the guidelines of URP17 is \$8,000.

What kinds of work will be done? Only repairs that address imminent threats to the life and/or safety of occupants of the dwelling unit or accessibility modifications will be performed under the Catawba County's URP. It should be noted that all deficiencies in a home may not be rectified with the available funds. The URP17 program does not obligate Catawba County or the North Carolina Housing Finance Agency to make the home conform to any local, state, or federal housing quality standards.

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

All work that is completed under URP17 must meet or exceed NC Residential Building Code.

Who will do the work on the homes? Catawba County is obligated under URP17 to ensure that quality work is done at reasonable prices and that all work is contracted through a fair, open and competitive process. To meet those very difficult requirements, the Catawba County will invite bids only from contractors who are part of an “approved contractors’ registry”.

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

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

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

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

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

associated with their project at this informational interview. If staff determines the need for support services, those services will be explained at this time.

5. **Work write-up:** The Rehabilitation Specialist will prepare complete and detailed work specification (known as the "work write-up"). A final cost estimate will also be prepared by the Rehabilitation Specialist and held in confidence until bidding is completed.
6. **Bidding:** The work write-up and bid documents will be mailed to a minimum of three contractors on the Approved Contractors' Registry who will be given one week in which to inspect the property and prepare bid proposals. The names of the invited contractors will be supplied to the homeowner. Each will need access to those areas of the house, in which work is to be performed, in order to prepare a bid. A bid opening will be conducted at the WPCOG's Community Development Office at a specified date and time, with all bidders and the homeowner invited to attend.
7. **Contractor selection:** Within 24 hours of the bid opening, after review of bid breakdowns and timing factors, the winning bidder will be selected. All bidders and the homeowner will be notified of (1) the selection, (2) the amount, (3) the amount of the WPCOG's cost estimate, and (4) if other than the lowest bidder is selected, of the specific reasons for the selection.
8. **Execution of loan and contract:** A promissory note will be executed as well as the repair/modification contract. This contract will be between the contractor and the homeowner, with the WPCOG signing as an interested third party.
9. **Pre-construction conference:** A pre-construction conference will be held at the home. At this time, the homeowner, contractor and program representatives will discuss the details of the work to be done. Starting and ending dates will be agreed upon, along with any special arrangements such as weekend or evening work hours and disposition of items to be removed from the home (such as old plumbing, etc.). Within 24 hours of the pre-construction conference, the WPCOG will issue a "proceed order" formally instructing the contractor to commence by the agreed-upon date.
10. **Construction:** The contractor will be responsible for obtaining any required building permits for the project before beginning work. The permit must be posted at the house during the entire period of construction. Program staff will closely monitor the contractor during the construction period to make sure that the work is being done according to the work write-up (which is made a part of the rehabilitation contract by reference) and in a timely fashion. Code Enforcement Officers will inspect new work for compliance with the State Building Code as required by the guidelines of URP17. The homeowner will be responsible for working with the contractor toward protecting personal property by clearing work areas as much as practicable.
11. **Change Orders:** All changes to the scope of work must be reduced to writing as a contract amendment ("change order") and approved by all parties to the contract: the owner, the contractor and two representatives (one from the WPCOG and one from Catawba County). If the changes require an adjustment in the loan amount, a

loan modification stating these changes in the contract amount must be completed by Catawba County, and executed by the owner.

12. Payments to contractor: The contractor will be paid following inspection of and satisfactory completion of all items on the work write-up, as well as, the receipt, by Catawba County, of the contractor's invoice and a release of liens, signed by all any sub-contractors employed on the job and by all material suppliers from whom materials for the job were purchased.

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

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

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

- Applications available to the public starting fall of 2017.
- All work will be under contract by December 31, 2018.
- All rehabilitation work must be completed by February 1, 2019.

How do I request an application? Just contact:

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

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

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

During the application process:

1. If an applicant feels that his/her application was not fairly reviewed or rated and would like to appeal the decision made about it, he/she should contact Laurie Powell within five days of the initial decision and voice his/her concern. If the applicant remains dissatisfied with the decision, the detailed complaint should be put into writing.

2. Any complaint and/or appeal must be submitted in writing to Catawba County Program Administrator at the following address:

Program Administrator-Laurie Powell
Catawba County Urgent Repair Program
C/O Catawba County Planning and Recreation
P.O. Box 389
Newton, NC 28658
Phone: (828) 322-9191, Ext#249
TDD Relay # 1-800-735-2962

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

During the repair/modification process:

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

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

What about conflicts of interest? No officer, employee or other public official of the Catawba County, or member of the Commissioners Board, or entity contracting with the Catawba County who exercises any functions or responsibilities with respect to URP17 shall have any interest, direct or indirect, in any contract or subcontract for work to be performed with program funding, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. Relatives of Catawba County employees, Commissioners Board Members and others closely identified with Catawba County or the WPCOG may be approved for rehabilitation assistance only upon public disclosure before the Catawba County Policy Board and written permission from NCHFA.

What about favoritism? All activities under URP17, including rating and ranking applications, inviting bids, selecting contractors and resolving complaints, will be conducted in a fair, open and non-discriminatory manner, entirely without regard to race, creed, sex, color or national origin.

Who can I contact about URP17? Any questions regarding any part of this application or program should be addressed to:

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

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

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

This Assistance Policy is adopted this _____ day of _____, 2017.

Attest

Chair, County Commissioners

**CATAWBA COUNTY
URGENT REPAIR PROGRAM (URP 17)
PROCUREMENT AND DISBURSEMENT POLICY**

PROCUREMENT POLICY

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

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

DISBURSEMENT POLICY

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

The Procurement and Disbursement Policies are adopted this the _____ day of _____, 2017.

Catawba County

BY: _____
Chair, County Commissioners

ATTEST: _____
Clerk to the Commissioners

CONTRACTORS STATEMENT:

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

BY: _____

COMPANY NAME: _____

WITNESS: _____

AGREEMENT BETWEEN THE
WESTERN PIEDMONT COUNCIL OF GOVERNMENTS AND
CATAWBA COUNTY
FOR THE PROVISION OF
GRANT MANAGEMENT ASSISTANCE:
CATAWBA COUNTY URGENT REPAIR HOUSING PROJECT
AUGUST 7, 2017– FEBRUARY 7, 2019

This AGREEMENT, entered into on this the ____ day of _____, 2017, by and between the Western Piedmont Council of Governments (hereinafter referred to as the "Planning Agency") and Catawba County, North Carolina (hereinafter referred to as the "Local Government"); WITNESSETH THAT:

WHEREAS, the Planning Agency is empowered to provide technical assistance by the North Carolina General Statutes and by resolution passed by the Planning Agency on May 17, 1972. Technical assistance shall consist of the provision of services as described in Attachment A, which is herein made a part of this Contract;

WHEREAS, the Local Government has requested the Planning Agency to provide such technical assistance to the Local Government; and

WHEREAS, the Planning Agency desires to cooperate with the Local Government in every way possible to the end that the proposed activities are carried out in an efficient and professional manner;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **Personnel.** That during the period of this Contract, the Planning Agency will furnish the necessary trained personnel to the Local Government.
2. **Travel/Printing.** The Local Government will pay for expenses related to conferences, conventions, seminars, local travel, etc. of the personnel when the Local Government requests or approves travel related to the Local Government's planning program, or if it is beneficial to both parties, the costs will be shared on an agreed-upon ratio.

The Local Government will also pay for expenses related to printing of report(s), mailings to advisory boards, and other costs not related to normal travel and staffing costs associated with personnel furnished by the Planning Agency.

3.

Compensation.

The Local Government will pay the Planning Agency an amount not to exceed \$9,000 (nine thousand dollars), or \$600 (six hundred dollars) per housing unit assisted, whichever is less, for the satisfactory performance of all services related to administration of the project as defined in the attached Scope of Services. Planning Agency personnel will keep an accurate record of time spent, which will serve as the basis for the amount charged to the Local Government per month. The Local Government will reimburse the Planning Agency monthly at a rate per hour for each of the personnel involved, which includes the salary, fringe benefits, travel and indirect costs, plus travel and other approved expenses. All other costs associated with the administration of the CDBG grant will be expended from the grant administration allowance budgeted for the Local Government. It is expressly understood and agreed that total compensation shall not exceed the maximum sum specified without prior approval of both agencies.

4. **Termination/Modifications.** The Local Government may terminate this Contract by giving the Planning Agency a thirty-day written notice. Furthermore, if there is a need to amend the proposal outlined in Attachment A, either party may do so with the written approval of the other.

5. **Time of Performance.** The Planning Agency shall ensure that all services required herein shall be completed and all required reports, maps, and documents submitted during the period beginning August 7, 2017 and ending February 7, 2019.

6. **Interest of Members, Officers, or Employees of the Planning Agency, Members of the Local Government, or Other Public Officials.** No member, officer, or employee of the Planning Agency or its agents; no member of the governing body of the locality in which the program is situated; and no other public official of such locality or localities who exercise any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The Planning Agency shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.

7. **Nondiscrimination Clause.** No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination with any program or activity funded in whole or in part with funds available under the Housing and Community Development Act of 1974, Section 109.
8. **Age Discrimination Act of 1975, as amended.** No qualified person shall on the basis of age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.
9. **Section 504, Rehabilitation Act of 1973, as amended.** No qualified disabled person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.
10. **Access to Records and Record Retainage.** All official project records and documents must be maintained during the operation of this project and for a period of three years following closeout, in compliance with 15 NCAC 13L Rule .0911, Recordkeeping. The North Carolina Housing Finance Agency, US Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Planning Agency which are pertinent to the execution of this Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions in compliance with 15 NCAC 13L Rule .0911, Recordkeeping.
11. **Liquidated Damages Clause.** If the project fails to be carried out within the time frame outlined in the administrative proposal due to activities attributed to the Planning Agency, the Local Government may assess the Planning Agency a sum in the amount of \$100 per week for any subsequent weeks until completion.
12. **Termination of Agreement for Cause.** If, through any cause, the Planning Agency shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or violate any of the covenants, conditions, or stipulations of this Agreement, the Local Government shall thereupon have the right to terminate this Agreement by giving written notice of such termination and specifying the effective date thereof. In

such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared under this Agreement shall, at the option of the Local Government, become its property, and the Planning Agency shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials in direct proportion to the extent of services actually completed.

13. **Grantee Assurances.** In the performance of this Agreement, the Planning Agency shall comply with all applicable federal rules and procedures outlined on the attached pages as E.O. 11246 Clause, the Section 3 Clause, Lobbying Clause and Iran Divestment Act Certification (Attachments B,C, D and E).

IN WITNESS WHEREOF, the Planning Agency and the Local Government have executed this Agreement as of the date first above written.

LOCAL GOVERNMENT:
CATAWBA COUNTY

PLANNING AGENCY:
WESTERN PIEDMONT COUNCIL OF GOV'TS.

By: _____ By: _____
County Manager Executive Director

LOCAL GOVERNMENT: PLANNING AGENCY:

By: _____ By: _____
Chair Chairman

Preaudit statement:

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

By: _____
Local Government Finance Officer

CATAWBA COUNTY
GRANTS MANAGEMENT ASSISTANCE
WORK PROGRAM/BUDGET
August 7, 2017– February 7, 2019

ATTACHMENT A
SCOPE OF SERVICES

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

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

Work Program

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

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

- Preparation of required program policies, plans and procedures to govern the project and maintenance of same.
- Program financial management including processing invoices and payment for services related to the program and requisitions for payment from NCHFA.
- Applicant notifications and income, ownership verification, and notice of eligibility.
- Scheduling housing inspections with the Homeowner and Project Inspector, Mr. Hollar.
- Coordination with Program Selection Committee.
- Preparation of program documents, i.e.; Work Contract, Contractor's Release of Liens, Grant Agreement, Final Inspection Form and Owner Certificate of Satisfaction for a minimum of fifteen (15) homes.
- Preside at pre-construction conferences.
- Resolve disputes between homeowners and contractors, etc.
- Be present at all monitoring visits by NCHFA personnel.

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

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

Catawba County will be responsible for the following:

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

Time of Performance

The WPCOG will complete all activities involved in administration of this project in an 18-month period beginning August 7, 2017, and ending February 7, 2019.

Budget

The WPCOG will provide these administrative and construction services for a fee not to exceed \$9,000. The budget is broken down as follows:

Salaries	\$ 4,000
Fringe Benefits	2,060
Travel	1,032
Indirect	<u>1,909</u>
Total	\$ 9,000

Assurances

Assurances are attached as a part of the Agreement.

Amendments

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

ASSURANCES OF COMPLIANCE

ATTACHMENT B

Executive Order 11246

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

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

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

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

ATTACHMENT C

Section 3 Clause

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

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

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

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

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

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

ATTACHMENT D

Lobbying Clause

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

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

ATTACHMENT E

IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S. 143C-6A-5(a)

Western Piedmont Council of Governments

As of the date listed below, the Western Piedmont Council of Governments (WPCOG) warrants and certifies that it is not identified on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 143-6A-4 and found at [www.nctreasurer .com/Iran](http://www.nctreasurer.com/Iran). The person signing this certification certifies that he or she is authorized by the WPCOG to make the foregoing certification. The WPCOG further agrees that it will not utilize any subcontractor that is identified on the Final Divestment List in connection with any contract or bid with Catawba County.

Signature

Date

Anthony Starr
Printed Name

Executive Director
Title

MEMORANDUM

TO: Catawba County Board of Commissioners

FROM: Finance and Personnel Subcommittee

DATE: August 7, 2017

SUBJECT: Catawba County Schools – Blackburn Elementary School Cooler/Freezer Replacement

Requested:

Catawba County Schools requests the ability to transfer \$30,414.81 in remaining funds from the completed Mountain View Elementary Renovations project to a new Blackburn Elementary Walk-in Freezer/Cooler project.

Background:

Blackburn Elementary School has a 41-year-old walk-in freezer/cooler that has stopped working and is necessary to the operation of the school nutrition program. The amount necessary to order and install a new cooler/freezer is estimated to be \$33,450.00. In Fiscal Year 2016/17, the school system replaced a chiller at Mountain View Elementary School. There is \$30,414.81 remaining in that project. Any remaining expenses will be paid from per capita funds.

Recommendation:

The Finance and Personnel Subcommittee recommends the Board of Commissioners approves transferring the balance from the Mountain View Elementary Renovations Project to a new Blackburn Elementary Walk-in Freezer/Cooler project.

Transfer:

From:

420-750100-863200-31116-3-02	Mountain View Elementary Renovations	\$30,414.81
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To:

420-750100-863200-31105-4-01	Blackburn Walk-in Freezer/Cooler	\$30,414.81
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MEMORANDUM

TO: Catawba County Board of Commissioners

FROM: Mick Berry, County Manager

DATE: August 7, 2017

RE: Budget Revision – Conover School

REQUEST

Staff requests the Board of Commissioners approve a FY2017-18 budget revision to transfer \$64,896 from Catawba County Schools to Newton-Conover City Schools to reflect the recent Memorandum of Understanding governing operations and funding for Conover School.

BACKGROUND

At the time the Board of Commissioners adopted the FY2017-18 Budget, Catawba County Schools and Newton-Conover City Schools were in negotiations surrounding the operating and fiscal relationship between the 2 systems as it relates to Conover School. In July, the 2 systems reached agreement, codifying that agreement in a Memorandum of Understanding that stipulates Newton-Conover City Schools will manage Conover School and be responsible for all associated costs, risks, liability, and student and personnel needs. The MOU further stipulates that Conover School students shall be considered students of Newton-Conover City Schools for all purposes, including financial.

Resultantly, this budget revision reflects the transfer of 39 students from the ADM headcount of Catawba County Schools to that of Newton-Conover City Schools. Both systems' superintendents have been consulted and have endorsed this approach.

RECOMMENDATION

Staff recommends the Board of Commissioners approve a FY2017-18 budget revision to transfer \$64,896 from Catawba County Schools to Newton-Conover City Schools to reflect the recent Memorandum of Understanding governing operations and funding for Conover School.

Transfer From:

110-710050-863110	Current Expense – Catawba County Schools	\$61,893
110-710050-863140	Fines & Forfeitures – Catawba County Schools	\$ 975
420-750100-863200-31150-5-01	Per Capita – Catawba County Schools	\$ 2,028

Transfer To:

110-710050-864110	Current Expense – Newton-Conover City Schools	\$61,893
110-710050-864140	Fines & Forfeitures – Newton-Conover City Schools	\$ 975
420-750100-864200-33110-5-01	Per Capita – Newton-Conover City Schools	\$ 2,028

M E M O R A N D U M

TO: Catawba County Board of Commissioners

FROM: Lori Mathes, Tax Collector

DATE: July 21, 2017

IN RE: Tax Refund Requests

REQUEST

On behalf of the Tax Office, the Tax Collector requests the Board of Commissioners approves a refund request totaling \$124,230.09. The records have been checked, and this refund request has been verified.

BACKGROUND

This refund request is for LRK ID #s 0008125, 0008141, 0012979, 0012980, 0070189, and 0070192; the properties are located entirely within the Town of Catawba and are owned by Catawba Station LLC (1300 South Dekalb St.; Shelby, NC 28152-7210). The attached aerial map depicts the parcels, which represent a total of 435.2 acres.

Douglas Brown, partner of Catawba Station LLC, has requested a refund in the amount of \$124,230.09 for tax years 2012 through 2015 for the six parcels reference above. In establishing assessed values for these parcels, County staff did not recognize a conservation easement on the properties, which had been recorded on 12/31/2010. (Conservation easements are established to preserve natural habitats and environmentally sensitive lands and are accompanied by restrictive covenants and prohibitions that limit how the property can be used or developed in the future. Establishing this type of easement on a parcel lowers its market value because of the limitations on future use that it represents.)

Mr. Brown informed Tax Appraisal staff of this recorded conservation easement on 2/9/2017. As this occurred prior to the issuance of 2017 tax bills, parcel values were adjusted to accurately reflect the conservation easement for this year. Tax year 2016 bills were unpaid at the time Mr. Brown brought this issue forward; the 2016 tax bills have since been re-calculated with the accurate assessed values reflecting the presence of the conservation easements, and the total 2016 amount due will be netted out of the refund amount due for the prior years. Revenues received for tax years 2012-2015 will be refunded in the amount of the difference between total taxes paid minus total taxes due based on the adjusted tax values. With these actions, the taxpayer will be current on taxes through 2016.

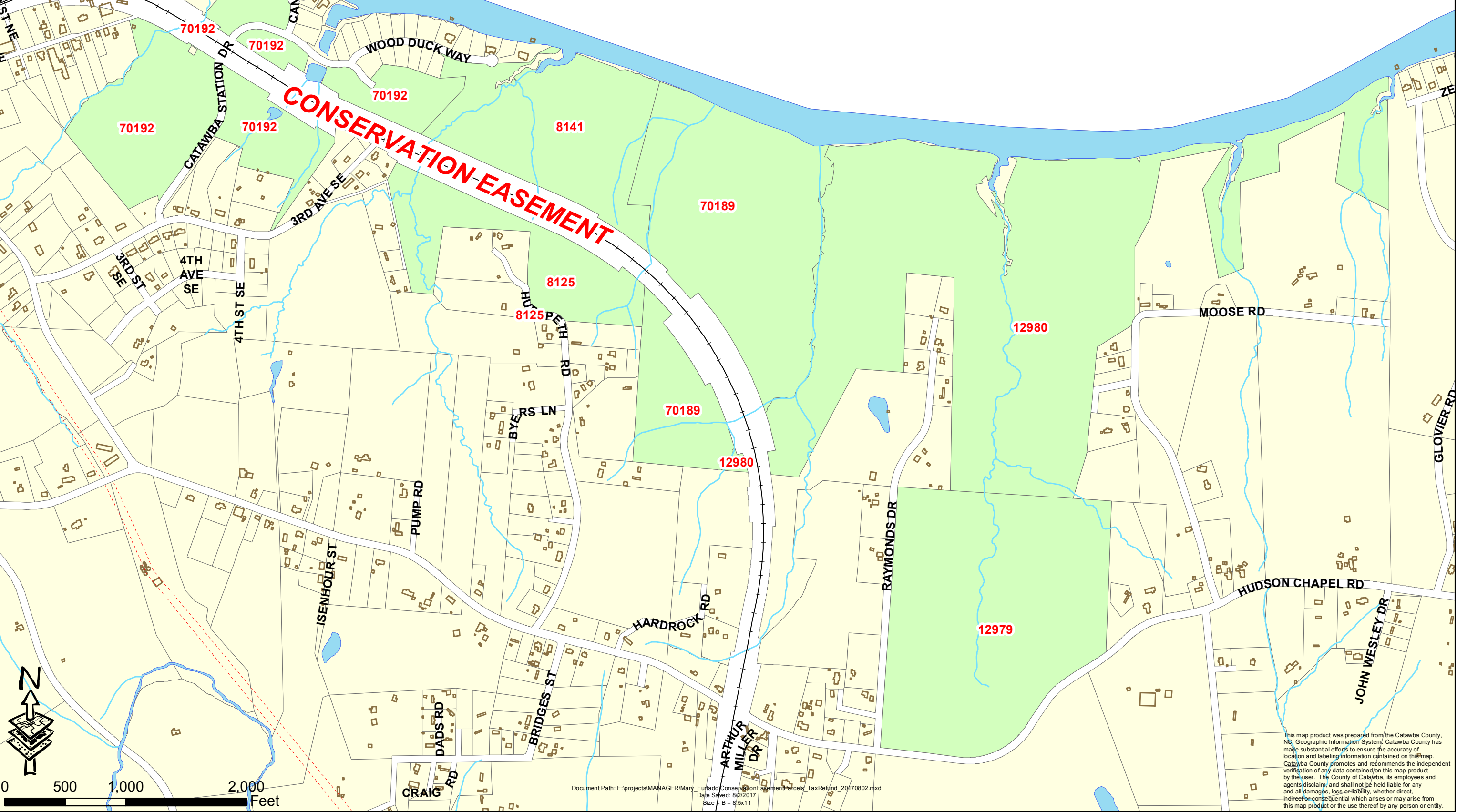
This request is justified under General Statute 105-381's "illegal tax or clerical error," which authorizes a taxpayer who has paid taxes to request a refund in writing for the amount that was paid through error.

RECOMMENDATION

On behalf of the Tax Office, the Tax Collector recommends the Board of Commissioners approves a refund request totaling \$124,230.09.



Parcels Affected by Conservation Easement



Catawba Station LLC 5 year Tax Bill Summary

LRK	TAX YEAR 2012		TAX YEAR 2013		TAX YEAR 2014		TAX YEAR 2015		TAX YEAR 2016		REFUND
0012980									***UNPAID TAXES***		
	OLD ASMT	NEW ASMT	OLD ASMT	NEW ASMT	OLD ASMT	NEW ASMT	OLD ASMT	NEW ASMT	OLD ASMT	NEW ASMT	
	1,236,800	181,200	1,236,800	181,200	1,236,800	181,200	1,134,300	189,400	1,134,300	189,400	
	AMT PAID	NEW BILL	AMT PAID	NEW BILL	AMT PAID	NEW BILL	AMT PAID	NEW BILL	BILLED	NEW BILL	
	13,209.95	1,935.35	12,931.89	1,897.17	12,931.89	1,897.17	13,286.23	2,220.97	11,966.87	1,805.58	
	REFUND DUE	11,274.60	REFUND DUE	11,034.72	REFUND DUE	11,034.72	REFUND DUE	11,065.26			44,409.30
0012979	OLD ASMT	NEW ASMT	OLD ASMT	NEW ASMT	OLD ASMT	NEW ASMT	OLD ASMT	NEW ASMT	OLD ASMT	NEW ASMT	
	438,900	52,800	438,900	52,800	438,900	52,800	425,700	56,400	425,700	56,400	
	AMT PAID	NEW BILL	AMT PAID	NEW BILL	AMT PAID	NEW BILL	AMT PAID	NEW BILL	BILLED	NEW BILL	
	4,694.22	569.94	4,593.19	554.94	4,591.05	554.95	4,988.17	663.47	4,491.14	611.38	16,523.33
0008141	OLD ASMT	NEW ASMT	OLD ASMT	NEW ASMT	OLD ASMT	NEW ASMT	OLD ASMT	NEW ASMT	OLD ASMT	NEW ASMT	
	490,800	55,300	490,800	55,300	490,800	55,300	485,300	57,300	485,300	57,300	
	AMT PAID	NEW BILL	AMT PAID	NEW BILL	AMT PAID	NEW BILL	AMT PAID	NEW BILL	BILLED	NEW BILL	
	5,242.11	590.64	5,133.58	581.08	5,133.57	581.08	5,686.11	674.01	5,119.92	621.14	18,768.56
0008125	OLD ASMT	NEW ASMT	OLD ASMT	NEW ASMT	OLD ASMT	NEW ASMT	OLD ASMT	NEW ASMT	OLD ASMT	NEW ASMT	
	108,100	10,800	108,100	10,800	108,100	10,800	104,100	12,300	104,100	12,300	
	AMT PAID	NEW BILL	AMT PAID	NEW BILL	AMT PAID	NEW BILL	AMT PAID	NEW BILL	BILLED	NEW BILL	
	1,154.59	115.35	1,133.02	115.89	1,150.59	115.89	1,222.06	147.04	1,098.26	0	4,360.97
0070189	OLD ASMT	NEW ASMT	OLD ASMT	NEW ASMT	OLD ASMT	NEW ASMT	OLD ASMT	NEW ASMT	OLD ASMT	NEW ASMT	
	558,000	81,700	558,000	81,700	558,000	81,700	546,300	86,000	546,300	86,000	
	AMT PAID	NEW BILL	AMT PAID	NEW BILL	AMT PAID	NEW BILL	AMT PAID	NEW BILL	BILLED	NEW BILL	
	5,959.86	872.62	5,836.05	857.06	5,836.05	857.06	6,400.46	1,010.11	5,763.47	932.25	20,435.57
0070192	OLD ASMT	NEW ASMT	OLD ASMT	NEW ASMT	OLD ASMT	NEW ASMT	OLD ASMT	NEW ASMT	OLD ASMT	NEW ASMT	
	794,500	177,800	794,500	177,800	794,600	177,800	689,200	170,700	689,200	170,700	
	AMT PAID	NEW BILL	AMT PAID	NEW BILL	AMT PAID	NEW BILL	AMT PAID	NEW BILL	BILLED	NEW BILL	
	8,485.86	1,899.03	8,308.31	1,861.63	8,309.35	1,861.63	8,073.88	2,001.99	7,271.06	1,850.41	25,553.12
									REFUND TOTAL		130,050.85
									LESS 2016 UNPAID TAXES		4,015.18
									REFUND BALANCE DUE		126,035.67

MEMORANDUM

TO: Catawba County Board of Commissioners

FROM: Barry Edwards, PE, Utilities & Engineering Director

DATE: August 7, 2017

IN RE: Southeastern Catawba County (SECC) Area Utility Study and Master Plan

REQUEST

Staff requests the Board of Commissioners:

1. Award the engineering agreement for the SECC Area Utility Study and Master Plan to McKim & Creed of Charlotte, North Carolina in the amount of \$452,000.00, and
2. Appropriate funding from the Water and Sewer Enterprise Fund in the amount of \$377,000.00, and
3. Revise the project name from SECC Area Study to SECC Utility Study and Master Plan.

BACKGROUND

In November 2016, the County advertised a Request For Qualifications (RFQ) to select a firm that could undertake a study of the Southeastern Catawba County (SECC) water and sewer service area and guide the County through a comprehensive process, including alignment with the Strategic Plan. Of the firms that responded, McKim & Creed was selected for recommendation, not only for their utility and community engagement expertise, but also their success in undertaking similar comprehensive studies. At the March 6, 2017 Board of Commissioners meeting, staff informed the Board of their recommendation. Since that meeting, county staff has worked with McKim & Creed to develop the scope of services for the study and objectives, which was presented to the Policy and Public Works Subcommittee on May 30, 2017.

The scope is comprised of 12 tasks and items in **bold** require the greatest amount of participation from the Board of Commissioners:

1. Project Coordination and Collaboration:
County will engage relevant civic groups during study and will also develop overall communications strategy for the study and SECC area.
2. Listening and Learning:
County will provide McKim & Creed current initiatives (Strategic Plan, water and sewer CIP, partner agreements, etc.) and will **identify potential stakeholders and focus groups**. McKim & Creed will assist in topic-based focus groups and stakeholder interviews to learn about ideas, priorities, and challenges. This task also includes **tours of comparable initiatives**.
3. Understand Trends and Existing Conditions – Community Inventory:
Data collection and analysis to create a community inventory (includes demographic and economic trends, land development, available tracts, existing facilities, cultural resources, etc.). The community inventory is the foundation for population projections and subsequent demands for utility services.
4. Model Development:
Construction of hydraulic models of existing county-owned water and sewer systems.
5. Required Support for Projected Alternate Futures:
Supporting information for existing and future utilities in the SECC area such as water supply and storage, treatment, distribution and collection, and sustainability.
6. Governance and Organizational Issues:
McKim & Creed will prepare a summary of key elements of the utility system organizational structures and their potential impacts to Catawba County and will assist the County with necessary steps to **form a chosen governance structure**.

7. Cost Allocation and Recovery:
McKim & Creed will compile expected capital and operating costs, segregated by function, geography and time-step. Alternative frameworks for assessing and recovering costs will also be presented.
8. Regulatory Issues:
McKim & Creed will prepare a summary of key regulatory and legislative issues and their potential impacts to Catawba County's utilities.
9. Plan Draft:
Initial draft of the SECC Area plan, including models.
10. Plan Refinement:
Aside from further development of the final document, this task also includes public workshops to not only educate county citizens, but to also gain their input. Adjustments to the plan may be made due to input gleaned from participating citizens.
11. Plan Adoption:
Adoption of plan by BOC.
12. Plan Finalization:
Publishing and printing of final document.

Funding from the Water and Sewer Enterprise Fund is needed in the amount of \$377,000.00. With the Fiscal Year 2016/2017 Budget, the SECC Service Area Sewer Study was established with preliminary funding of \$75,000.00. Since that time, the scope of services has changed to include other factors as outlined above. Therefore, staff recommends the project name be revised to SECC Area Utility Study and Master Plan.

RECOMMENDATION

Staff requests the Board of Commissioners:

1. Award the engineering agreement for the SECC Area Utility Study and Master Plan to McKim & Creed of Charlotte, North Carolina in the amount of \$452,000.00, and
2. Appropriate funding from the Water and Sewer Enterprise Fund in the amount of \$377,000.00, and
3. Revise the project name from SECC Area Study to SECC Utility Study and Master Plan.

APPROPRIATIONS

Revenue:

475-431100-690100	\$377,000.00
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Fund Balance Applied

Expenditure:

475-431100-856900-21037	\$377,000.00
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SECC Area Utility Study & Master Plan

CONTRACT NO. _____

AGREEMENT
BETWEEN
OWNER AND ENGINEER

THIS IS AN AGREEMENT made as of _____ between **Catawba County, NC** (“OWNER”) and **McKim & Creed** (“ENGINEER”).

Owner’s Project is generally identified as the **Southeast Catawba County Master Plan** (the “Project”).

OWNER and ENGINEER, in consideration of their mutual covenants herein, agree in respect of the performance or furnishing of services by ENGINEER to the Project and the payment for those services by OWNER as set forth below. Execution of this Agreement by ENGINEER and OWNER constitutes OWNER’S written authorization to ENGINEER to proceed on the date first above written with the Services described in Article 1 below. This agreement will become effective on the date first above written.

ARTICLE 1 — SCOPE OF SERVICES

- 1.1 ENGINEER agrees to perform, or cause to be performed, for OWNER services as described in Exhibit A (hereinafter referred to as “Services”), attached and incorporated herein in accordance with the requirements outlined in this Agreement.

ARTICLE 2 — TIMES FOR RENDERING SERVICES

- 2.1 If OWNER authorizes changes in the scope, extent, or character of the PROJECT or ENGINEER’s services, then the time for completion of ENGINEER’s services, and the rates and amounts of ENGINEER’s compensation shall be negotiated in good faith.
- 2.2 OWNER shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the ENGINEER’s performance of its services. If ENGINEER’s services are delayed or suspended in whole or in part by OWNER for more than three months through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of the schedule and of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, among other things, reasonable costs incurred by ENGINEER in connection with such delay or suspension and reactivation.

ARTICLE 3 — OWNER’S RESPONSIBILITIES

The OWNER shall:

- 3.1 Pay the ENGINEER in accordance with the terms of this Agreement.
- 3.2 The Director of Utilities and Engineering is designated to act as OWNER’s representative with respect to the services to be performed or furnished by ENGINEER under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret, and define OWNER’s policies and decisions with respect to ENGINEER’s services for the Project.
- 3.3 Provide all criteria and full information as to OWNER’s requirements for the Project including, as applicable to the Services, design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and furnish copies of all design and construction standards which OWNER

will require to be included in the Drawings and Specifications.

- 3.4 Be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- 3.5 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of ENGINEER's Services or any relevant, material defect or nonconformance in ENGINEER's Services or in the work of any Contractor employed by Owner on the Project.

ARTICLE 4 — PAYMENTS TO ENGINEER FOR SERVICES

- 4.1 Methods of Payment for Services of ENGINEER:
 - 4.1.1 OWNER shall pay ENGINEER for Services performed or furnished under this Agreement. If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on ENGINEER's services or compensation under this Agreement, then ENGINEER may invoice such additional taxes for reimbursement by OWNER. OWNER shall reimburse ENGINEER for the cost of such invoiced additional taxes in addition to the compensation to which ENGINEER is entitled.
 - 4.1.2 Invoices for Services will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER at least monthly.

ARTICLE 5 — GENERAL CONDITIONS

- 5.1 Standard of Care
The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar conditions at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- 5.2 Technical Accuracy
Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- 5.3 Opinions of Probable Construction Cost
ENGINEER's opinions (if any) of probable Construction Cost are to be made on the basis of ENGINEER's experience, qualifications, and general familiarity with the construction industry. However, because ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER requires greater assurance as to probable Construction Cost, then OWNER agrees to obtain an independent cost estimate.
- 5.4 Compliance with Laws and Regulations, and Policies and Procedures

- 5.4.1 ENGINEER and OWNER shall comply with applicable Laws and Regulations.
- 5.4.2 This Agreement is based on Laws and Regulations procedures as of the Effective Date. Changes after the Effective Date to Laws and Regulations may be the basis for modifications to OWNER's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.
- 5.4.3 ENGINEER shall not be required to sign any document, no matter by whom requested, that would result in the ENGINEER having to certify, guarantee, or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. OWNER agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER signing any such document.
- 5.4.4 ENGINEER's services do not include providing legal advice or representation.
- 5.4.5 ENGINEER's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising OWNER, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- 5.4.6 While at the Site, ENGINEER, its Consultants, and their employees and representative shall comply with the applicable requirements of OWNER's safety programs of which ENGINEER has been informed in writing.
- 5.5 Termination
The obligation to provide further services under this Agreement may be terminated:
 - 5.5.1 For cause,
 - a. By either party upon 15 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. By ENGINEER:
 - 1) Upon seven days written notice if Owner demands that ENGINEER furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional; or
 - 2) Upon seven days written notice if the Engineer's services for the PROJECT are delayed or suspended for more than 90 days for reasons beyond ENGINEER's control.
 - 3) ENGINEER shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate for cause if the party receiving such notice begins, within three working days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 15 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 15 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to but in no case more than, 30 days after the date of receipt of the notice.
 - 5.5.2 For convenience, by OWNER effective upon ENGINEER's receipt of notice from Owner.

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Southeast Catawba County Master Plan

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5.5.3 Effective Date of Termination: The terminating party under Paragraph 5.5.1 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble PROJECT materials in orderly files.

5.5.4 Payments Upon Termination:

- a. In the event of any termination under Paragraph 5.5, ENGINEER will be entitled to invoice OWNER and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, OWNER shall have the limited right to the use of Documents, at OWNER's sole risk, subject to the provisions of Paragraph 5.6.

5.6 Use of Documents

5.6.1 If ENGINEER is required to prepare or furnish Drawings or Specifications under this Agreement, ENGINEER shall deliver to OWNER at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.

5.6.2 OWNER and ENGINEER may transmit, and shall accept, PROJECT-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure PROJECT website, in accordance with a mutually agreeable protocol. If this Agreement does not establish protocols for electronic or digital transmittals, then OWNER and ENGINEER shall jointly develop such protocols. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

5.6.3 OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Upon receipt of full payment due and owing for all Services, ENGINEER grants OWNER a license to use the Documents on the PROJECT, extensions of the PROJECT, and related uses of OWNER, subject to the following limitations: (1) OWNER acknowledges that such Documents are not intended or represented to be suitable for use on the PROJECT unless completed by ENGINEER, or for use or reuse by OWNER OR OTHERS ON EXTENSIONS OF THE Project or on any other project without written verification or adaptation by ENGINEER; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants; (3) OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by ENGINEER; (4) such limited license to OWNER shall not create any rights in third parties.

5.7 Controlling Law

This Agreement is to be governed by the Laws and Regulations of the State of North Carolina, venue Catawba County.

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5.8 Mutual Waiver of Consequential Damages

Notwithstanding any other provision of this Agreement to the contrary, neither party including their officers, agents, servants and employees shall be liable to the other for lost profits or any special, indirect, incidental, or consequential damages in any way arising out of this Agreement however caused under a claim of any type or nature based on any theory of liability (including, but not limited to: contract, tort, or warranty) even if the possibility of such damages has been communicated.

5.9 Limitation of Liability

In no event shall ENGINEER's total liability to OWNER and/or any of the OWNER's officers, employees, agents, contractors or subcontractors for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to this agreement from cause or causes, including, but not limited to, ENGINEER's wrongful act, omission, negligence, errors, strict liability, breach of contract, breach of warranty, express or implied, exceed the total amount of fee paid to ENGINEER under this agreement, or \$50,000.00, whichever is greater.

5.10 Successors and Assigns

5.10.1 OWNER and ENGINEER each are hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 5.10.2 the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

5.10.2 Neither OWNER nor ENGINEER may assign, sublet or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

5.10.3 Unless expressly provided otherwise in this Agreement:

- a. Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by ENGINEER to any Constructor, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than OWNER and ENGINEER.
- b. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

5.11 Notices

Any notice required under this Agreement must be in writing, addressed to the appropriate party at the address which appears under Article 7 of this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

5.12 Severability

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part

thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

5.13 Changed Conditions

If concealed or unknown conditions that affect the performance of the Services are encountered, which conditions are not ordinarily found to exist or which differ materially from those generally recognized as inherent in the Services of the character provided for under this Agreement or which could not have reasonably been anticipated, notice by the observing party shall be given promptly to the other party and, if possible, before conditions are disturbed. Upon claim by the ENGINEER, the payment and schedule shall be equitably adjusted for such concealed or unknown condition by change order or amendment to reflect additions that result from such concealed, changed, or unknown conditions.

5.14 Environmental Site Conditions

It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to Constituent of Concern, as defined in Article 6. If ENGINEER or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituent of Concern as defined in Article 6, then ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituent of Concern, and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

If the presence at the Site of undisclosed Constituent of Concern adversely affects the performance of ENGINEER's services under this Agreement, then the ENGINEER shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days' notice.

OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, so defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.

5.15 Insurance

ENGINEER shall maintain at all times during the term of this Agreement, at the ENGINEER's sole expense:

A. Commercial General Liability Insurance

ENGINEER shall maintain Commercial General Liability insurance, including coverage for products and completed operations liability, contractual liability, liability from independent contractors, property damage liability, bodily injury liability, and personal injury liability with limits of not less than \$2,000,000 per occurrence, and \$2,000,000 annual aggregate. The limits may be satisfied by a combination of primary and excess insurance. The coverage shall be written on an occurrence basis.

B. Business Automobile Insurance

At all times while the ENGINEER's representatives are conducting on-site work, the ENGINEER shall maintain Business Auto insurance for any owned, hired, rented, or borrowed vehicle with a limit of not less than \$2,000,000 per occurrence combined single limit for bodily injury and property damage liability. The limit may be satisfied by a combination of primary and excess insurance.

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Southeast Catawba County Master Plan

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C. Workers Compensation & Employers Liability Insurance

At all times while the ENGINEER's representatives are conducting on-site work, ENGINEER shall maintain statutory Workers Compensation insurance in accordance with the laws of North Carolina. ENGINEER shall also maintain Employers' Liability insurance with limits of not less than \$1,000,000 per accident and \$1,000,000 each employee for injury by disease.

D. Pollution Liability Insurance

ENGINEER shall maintain Pollution Liability Insurance for the transportation and disposal of pollutants handled by the ENGINEER pursuant to this Agreement. The limits of liability shall meet all State and Federal requirements, but shall not be less than \$2,000,000 each occurrence and \$2,000,000 policy aggregate. This coverage should be maintained for a period of not less than three (3) years after completion of the ENGINEER's work as set forth in this Agreement.

E. General Requirements

1. Prior to beginning the work, ENGINEER shall provide written evidence of insurance to confirm that these insurance requirements are satisfied.
2. Catawba County shall be named as an additional insured under ENGINEER's automobile and general liability insurance. In the event of a loss arising out of or related to the ENGINEER's services performed under this Agreement, ENGINEER's Liability insurance shall be primary (pay first) with respect to any other insurance which may be available to the County, regardless of how the "other insurance" provisions may read. Additional insured endorsements must be attached to ENGINEER's evidence of insurance and must include coverage for completed operations.
3. The workers' compensation policy must contain a waiver of subrogation in favor of the County.
4. ENGINEER shall be responsible for insuring all of its own property and equipment.
5. All insurance policies put forth to satisfy the above requirements shall require the insurer to provide a minimum of sixty (60) days' notice to the County of any material change in coverage, cancellation, or non-renewal.
6. All insurance put forth to satisfy the above requirements shall be placed with insurance companies acceptable to the County. Any deductibles or self-insured retentions in the required insurance shall be subject to approval by the County.
7. ENGINEER shall provide certificates of insurance to the County as evidence of the required coverage. ENGINEER agrees to provide complete copies of policies if requested.

5.16 Discovery

ENGINEER shall be entitled to compensation on a time and materials basis when responding to all requests for discovery relating to this Project and to extent that ENGINEER is not a party to the lawsuit.

5.17 Nondiscrimination and Affirmative Action

In connection with its performance under this Agreement, ENGINEER shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. ENGINEER shall take affirmative

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Southeast Catawba County Master Plan

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action to ensure that qualified applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. Such actions shall include recruiting and hiring, selection for training, promotion, fixing rates or other compensation, benefits, transfers and layoff or termination.

5.18 Force Majeure

Any delays in or failure of performance by ENGINEER shall not constitute a default under this Agreement if such delays or failures of performance are caused by occurrences beyond the reasonable control of ENGINEER including but not limited to: acts of God or the public enemy; expropriation or confiscation; compliance with any order of any governmental authority; changes in law; act of war, rebellion, terrorism or sabotage or damage resulting therefrom; fires, floods, explosions, accidents, riots; strikes or other concerted acts of workmen, whether direct or indirect; delays in permitting; OWNER's failure to provide data in OWNER's possession or provide necessary comments in connection with any required reports prepared by ENGINEER, or any other causes which are beyond the reasonable control of ENGINEER. ENGINEER's scheduled completion date shall be adjusted to account for any force majeure delay and ENGINEER shall be reimbursed by OWNER for all costs incurred in connection with or arising from a force majeure event, including but not limited to those costs incurred in the exercise of reasonable diligence to avoid or mitigate a force majeure event.

5.19 Waiver

Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

5.20 Headings

The headings used in this Agreement are for general reference only and do not have special significance.

5.21 Subcontractors

ENGINEER may utilize such ENGINEER's Subcontractors as ENGINEER deems necessary to assist in the performance of its Services. ENGINEER shall obtain approval by OWNER for utilization of subcontractors and such approval shall not be unreasonably withheld.

5.22 Coordination with Other Documents

It is the intention of the parties that if the ENGINEER's Services include design then the Standard General Conditions will be used as the General Conditions for the Project and that all amendments thereof and supplements thereto will be generally consistent therewith. Except as otherwise defined herein, the terms which have an initial capital letter in this Agreement and are defined in the Standard General Conditions will be used in this Agreement as defined in the Standard General Conditions. The term "*defective*" will be used in this Agreement as defined in the Standard General Conditions.

5.23 Purchase Order

Notwithstanding anything to the contrary contained in any purchase order or in this Agreement, any purchase order issued by OWNER to ENGINEER shall be only for accounting purposes for OWNER and the pre-printed terms and conditions contained on any such purchase order are not incorporated herein, shall not apply to this Agreement, and shall be void for the purposes of the Services performed by ENGINEER under this Agreement.

5.24 Dispute Resolution

In the event of any dispute between the parties arising out of or in connection with the contract or the services or work contemplated herein; the parties agree to first make a good faith effort to resolve the dispute informally. Negotiations shall take place between the designated principals of each party. If the parties are unable to resolve the dispute through negotiation within 45 days, then either party may give written notice within 10 days thereafter that it elects to proceed with non-binding mediation. In the event

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that mediation is not invoked by the parties or that the mediation is unsuccessful in resolving the dispute, then either party may submit the controversy to a court of competent jurisdiction covering Catawba County, NC. The foregoing is a condition precedent to the filing of any action other than an action for injunctive relief or if a Statute of Limitations may expire. Each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding. The fees of the mediator and any filing fees shall be shared equally by the parties.

ARTICLE 6 — DEFINITIONS

Whenever used in this Agreement the following terms have the meanings indicated which are applicable to both the singular and the plural.

- 6.1 Agreement
This Agreement between OWNER and ENGINEER for Professional Services including those exhibits listed referenced herein.
- 6.2 Constituent of Concern
Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to [a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); [b] the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; [c] the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); [d] the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; [e] the Clean Water Act, 33 U.S.C. §1251 et seq.; [f] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [g] any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
- 6.3 Documents
As applicable to the Services, the data, reports, drawings, specifications, record drawings and other deliverables, whether in printed or electronic media format, provided or furnished by ENGINEER to OWNER pursuant to the terms of this Agreement.
- 6.4 ENGINEER's Subcontractor.
A person or entity having a contract with ENGINEER to perform or furnish Services as ENGINEER's independent professional subcontractor engaged directly on the Project.

ARTICLE 7 -SPECIAL PROVISIONS

Addresses for giving notices:

Barry B. Edwards, P.E.
Director, Utilities & Engineering
Catawba County
PO Box 389
Newton, NC 28658

Address for giving notices:

Don Hamburger, P.E.
McKim & Creed
8020 Tower Point Road
Charlotte, NC 28227

- 7.1 IRAN DIVESTMENT ACT CERTIFICATION: Service Provider certifies that, as of the date listed above, it is not on the Final Divestment List or the Iran Parent and Subsidiary Guidance List as created by the State Treasurer pursuant to NCGS 147-86.58. In compliance with the requirements of the Iran Divestment Act (Article 6E of Chapter 147 of the North Carolina General Statutes), Service Provider shall not utilize, in the

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Southeast Catawba County Master Plan

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performance of the contract, any subcontractor that is identified on the Final Divestment List or the Iran Parent and Subsidiary Guidance List.

- 7.2 E-VERIFY: Service Provider shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if Service Provider utilizes a subcontractor, Service Provider shall require the subcontractor to comply with the requirements of Article 2 Chapter 64 of the North Carolina General Statutes.

This Agreement and the Exhibits identified above constitute the entire agreement between OWNER and ENGINEER and supersede all *prior* written and oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

OWNER:
CATAWBA COUNTY

ENGINEER:
MCKIM & CREED

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

By: Timothy J Baldwin, Sr VP
McKim & Creed

Attest:

Attest:

EXHIBIT A

SCOPE OF SERVICES for the Southeast Catawba County Master Plan

CONTRACT NO. _____

The following Scope of Services for the Southeast Catawba County Master Plan (PROJECT) shall be performed by McKim & Creed, Inc., (hereinafter referred to as the ENGINEER) upon written authorization by Catawba County, NC, (hereinafter referred to as the OWNER). This Scope of Services is organized in 12 main tasks, some with numerous specific subtasks. The success of this PROJECT will require close collaboration and coordinated efforts by the ENGINEER and the OWNER on many tasks, as further described below.

TASK 1.0: PROJECT COORDINATION & COLLABORATION

Task 1.1: Project Coordination, Management, and Quality Assurance

Purpose: To provide for effective and efficient use of project resources; coordination of the ENGINEER's efforts; and quality assurance of deliverables.

Description: This on-going task includes project management conference calls to be scheduled as needed, normally every two to four weeks, to coordinate the PROJECT and assess and implement ways to increase the efficiency of the joint efforts of the ENGINEER and the OWNER Staff (including roles and responsibilities) to complete the PROJECT.

The Utilities & Engineering (CCUE) Department will be the OWNER's lead point of contact with the ENGINEER, and will form the OWNER's Core Working Group (CWG), selecting members/participants from CCUE, Manager's Office, Planning Department, and/or Economic Development.

Responsibilities and Products:

The ENGINEER will:

- Provide oversight and facilitation for activities related to the PROJECT, interfacing with the OWNER's Representative (CCUE) and other entities/groups as deemed warranted.
- Provide project management conference calls approximately every two weeks.
- Assigning appropriate resources and manage activities of the Project Team.
- Develop, update, and communicate the project schedule.
- Conduct meetings with the OWNER and provide meeting summaries.
- Apply quality assurance/quality control efforts to the PROJECT.
- The ENGINEER to provide invoicing, filing, and other related internal project administration duties including a progress report with monthly invoice.

Task 1.2: Civic Engagement Planning

Purpose: To develop a meaningful and efficient civic engagement process and outline the ENGINEER's and the OWNER's responsibilities related to public information, education, and outreach.

Description: The OWNER will be the lead entity in the public participation process, with strategic guidance, tactical assistance, and participation from the ENGINEER. This assistance will be for the development of a civic engagement plan that incorporates various outreach strategies.

It is expected that the OWNER's CWG and the ENGINEER will establish together how best to structure various types of public planning events (open houses, workshops, Q&A sessions, focus groups, etc.) to promote effective engagement

and also identify which meetings are most appropriate for the ENGINEER's involvement. This start-up task will refine the civic engagement process within the confines of project resources and contracted budget.

It is estimated initially that the stakeholder process will include involvement with or representation from a maximum of 15 organizations. This could involve engagement with various interest groups directly, and/or the formation of a stakeholder advisory group, for providing for input by key organizations that have an interest in the future planning efforts for the Southeast Catawba County region.

The ENGINEER will work with the OWNER to identify potential stakeholder advisory group representatives, organize the stakeholder process, and conduct meetings throughout the PROJECT. A total of 12 stakeholder organization or advisory group meetings are anticipated.

Responsibilities and Products:

- The ENGINEER will develop a civic engagement plan based on the OWNER's input. The plan will identify key objectives, vehicles, sequencing, and milestones for the civic engagement program; potential tools; the use of various forums; and the OWNER's and the ENGINEER's roles. Further, products will include a draft recommended list of potential stakeholder organizations and individual representatives, a roster of final selected stakeholder organizations and representatives, and stakeholder meeting agendas and meeting summaries.
- The OWNER will lead the civic engagement process and will be principally responsible for implementation of outreach, meeting logistics, and meeting documentation. The ENGINEER will provide conceptual and practical advice and will participate in the engagement process within the confines of project resources and the contract budget.

Task 1.3 Communications Strategy

Purpose: To develop a communications strategy for the PROJECT.

Description: The communications strategy will define the OWNER's process for promoting awareness of and involvement in the PROJECT; and identify strategies to publicize and plan events, meetings, and milestones to various communities and stakeholders. The OWNER will take the lead on this task with review and comment on the draft strategy by the ENGINEER.

Responsibilities and Products:

- The OWNER will develop the overall communications strategy.
- The ENGINEER will review and comment on the OWNER's draft communications strategy.

Task 1.4 Mapping Setup and Resources

Purpose: The OWNER will provide existing GIS layers and data to the ENGINEER and the desired map format so that the ENGINEER can replicate the OWNER's template and format for mapping in support of the PROJECT so that maps developed during the planning process will not have to be reformatted or substantially re-done during the later plan documentation phase.

Description: The OWNER has substantial GIS capability and will undertake much of the more standard mapping in support of the PROJECT including thematic and analysis maps based on existing layers and data. However, the ENGINEER will provide guidance on the need for additional maps that do not exist and provide guidance to the OWNER on the development of the core PROJECT maps. The ENGINEER will review the OWNER's preferred mapping template/frame and make suggestions for customizing the OWNER's template to be used on all planning maps for the PROJECT.

Responsibilities and Products:

- The OWNER will provide standard map formatting template(s). The ENGINEER will review map templates and make suggestions for refinement for the PROJECT documentation. The OWNER will approve final template for use.

- The OWNER will provide the ENGINEER with the existing digital map layers and available data.

TASK 2.0 LISTENING & LEARNING

Task 2.1 Gather/Scan Relevant Background Materials

Purpose: To quickly immerse the ENGINEER in existing plans, trends and conditions that can impact the PROJECT and guide additional technical analysis needed and policy development later in the planning process.

Description: The ENGINEER will review background documents provided by the OWNER such as reports, studies and plans to inform and shape the PROJECT. These documents include existing in-process Strategic Plan, sewer and water master or project plans, water and sewer partner agreements, and key facilities permits, among others. This will be a quick review/immersion task with follow-up in future tasks as needed.

Responsibilities and Products:

- The OWNER will identify background materials and provide copies of relevant materials and documents.
- The ENGINEER will review/scan these documents and compile a list of follow-up questions for the OWNER.

Task 2.2 Kick-Off Meeting/Tour

Purpose: To familiarize the ENGINEER with the planning area and issues related to the PROJECT.

Description: The OWNER will organize a guided tour (to be held over two consecutive days in concert with Task 2.3 and 2.4) to begin to identify growth and development issues. Prior to the tour, the OWNER will identify issue areas to view during the tour that represent the current state of planning and implementation. These can include key infrastructure/facilities and representative or target growth areas

Responsibilities and Products: The OWNER will develop tour route and provide van/mini bus transportation for this tour for the ENGINEER and members of the OWNER's Core Working Group.

Task 2.3 Summary of Existing/On-Going Planning Initiatives

Purpose: To gain a quick overview of existing/on-going/planned initiatives and policies that will influence or guide the PROJECT.

Description: Along with background documents reviewed by the ENGINEER in Task 2.1, this task includes the OWNER providing a briefing of all relevant planning initiatives to the ENGINEER.

Responsibilities and Products: The OWNER will brief the ENGINEER on existing/on-going or upcoming initiatives that will impact or influence the plan update. The OWNER will develop a brief write-up on each initiative and its relevance to the PROJECT. This is particularly important for initiatives that are on-going at the same time as the plan development. The OWNER and ENGINEER will evaluate these activities which may require or benefit from predecessor, successor, or concurrent relationship to PROJECT activities.

Task 2.4 Discussions with Stakeholders

Purpose: To understand the goals, agendas, expectations, and insights of key stakeholders.

Description: The ENGINEER will participate in stakeholder interviews or focus groups/round tables organized by the OWNER. The interview list will be developed by the OWNER with input from the ENGINEER.

Products and Responsibilities:

- The OWNER will develop the list of potential stakeholders and focus groups and be responsible for setup, schedule, and undertaking interview/focus group logistics.
- To increase the efficiency of this task, the OWNER will schedule interviews at a central location (such as the County's office complex) in an intensive back-to-back schedule to coincide with other meetings. The OWNER may elect to conduct a portion of this as a local informational/listening session within the SECC area.

- The OWNER will hold various topic-based focus groups to learn about ideas, stakeholder priorities, and challenges.
- The ENGINEER will participate in interviews and focus groups up to a total of 16 hours expended on this task.

Task 2.5 County BOC and Planning Board Work Sessions

Purpose: These sessions will be used to solicit the views and priorities of the OWNER's Board of Commissioners (BOC) and Planning Board on the PROJECT development at the beginning of the process. BOC involvement is expected to be more frequent and extensive.

Description: The OWNER will plan and schedule separate BOC and Planning Board work sessions (possibly just a regular meeting of the Planning Board, and may be work sessions or subcommittee meetings of the BOC) to solicit input with respect to goals/aspirations and suggestions for content and evaluation.

In order to focus and help facilitate engagement, a brief questionnaire can be prepared and distributed prior to the work sessions to stimulate thoughts and feedback, to help focus the work sessions and make them productive.

Products and Responsibilities:

- The ENGINEER will develop a draft pre-meeting questionnaire(s) for refinement and distribution by the OWNER.
- The OWNER will schedule the work session(s), collect the questionnaire responses, and summarize the responses.
- The OWNER and the ENGINEER will jointly develop the work session presentations.

Task 2.6 External Comparable Tour

Purpose: Gain perspective on comparable initiatives undertaken in other locales and understand lessons learned.

Description: The OWNER's CWG will select and form the participants roster who will visit and interview key sponsors/participants who have undertaken and accomplished relevant comparable initiatives.

Products and Responsibilities:

- The ENGINEER will arrange for and conduct site visits, tours, and meetings which shall include OWNER representatives with Chatham Park and up to two additional comparable entities.

TASK 3.0 UNDERSTANDING TRENDS & EXISTING CONDITIONS - COMMUNITY INVENTORY

Task 3.1 Data Development, Analysis and Synthesis

Purpose: The objective of this task is to document existing conditions and trends. Equally important, this task will also identify issues that must be understood and addressed as part of the PROJECT. The breadth of this task is in response to the desire to integrate the utility-focused Master Plan with the current on-going Strategic Planning process. It is noted that the following topic areas may be unnecessarily broad and diverse. It is expected that the imminent and desired future – largely based on Strategic Planning objectives – may bear little resemblance to historical and current inventory.

Work Description: As determined to be applicable, the ENGINEER, in conjunction with the OWNER, will develop an overview of existing conditions, trends and issues that affect the plan. The OWNER has a substantial knowledge and a database of existing information and will undertake and lead much of the data analysis and data gathering that will inform the community inventory. This will include items related to demographic and economic trends; land development and available lands; as well as existing community facilities and utilities, parks, and historic and cultural resources.

The following is a preliminary outline of the main sections of the Community Inventory document that will be developed as text with complementary maps, tables and graphics. For each section, the Community Inventory should (1) document and analyze existing conditions and trends in text and maps; (2) identify assets, issues, and challenges, as appropriate, that

should be addressed as part of the Master Plan; and (3) suggest potential approaches to address the issues. This Community Inventory should be developed so that it can become the data volume and Appendix to the Master Plan.

- *Demographics and Housing:* Understand local and regional trends (vs. state or national trends) in population and housing over the last two decades, which can span a variety of demographic and economic development climates.
- *Economics and Employment:* Understand and digest economic and employment trend data.
- *Land Use and Zoning:* Understand the existing land use and the land development policy and regulatory framework.
- *Environmental Resources:* Understand and document environmental resources, assets and needs including steep slopes, soils, floodplains, wetlands, hazards, critical habitats, and protected species.
- *Parks and Recreation:* Understand and document county and regional parks, conservation areas, greenways, and recreation facilities that serve the county, as well as “park search areas” where future parks are sought to meet identified needs.
- *Community Facilities:* Understand and document existing community facilities that serve the county including municipal buildings, police, fire, schools, and libraries.
- *Public Utilities:* Understand and document wastewater and water infrastructure, drinking water sources, and service areas. This includes county-owned facilities (water transmission, storage, distribution; wastewater collection and conveyance; wastewater treatment and disposition). This will also include relevant facilities owned by various county partners, principally City of Hickory, but also those with interconnected systems such as Newton, Maiden, Catawba, and Conover.
- *Circulation:* Document and understand the current transportation system and planned and committed investments.
- *Historic Preservation:* Document and understand listed national and local districts and resources.

Responsibilities and Products: The ENGINEER will utilize the inventory data above as the foundation for economic development and population projections within the study area, and resulting demands for utility service/support. The projected demands will be stratified as appropriate both geographically and temporally. The OWNER and the ENGINEER will discuss the appropriate breadth and depth of this inventory and analysis, as impactful to the PROJECT and in context of the Strategic Planning process, as it may be much more narrowly focused to a small number of applicable topics to inform water/sewer projections, or more broadly an interactive and interrelated assessment of conditions and aspirations which will influence the character for the region, and resulting demands for services.

TASK 4.0 – MODEL DEVELOPMENT

Purpose: Develop hydraulic models of the existing water and wastewater systems serving the PROJECT area, suitable for use to develop alternative improvement strategies to accommodate and support projected growth in the area.

Description: The ENGINEER will develop water distribution system and wastewater collection system models that will encompass the PROJECT area while also including the necessary additional infrastructure required to adequately simulate the system interconnections. This includes additional waterline to extend beyond the SECC study area to the OWNER’s connection point with the City of Hickory. For the wastewater collection system, this includes the force main manifold system that extends to the existing wastewater treatment facility located in the Town of Catawba.

The models will be developed using Bentley’s WaterCAD and SewerCAD software. It’s understood that the OWNER does not currently have hydraulic modeling software. This scope does not include the cost to purchase software licenses for the OWNER.

It is understood that many activities associated with Tasks 4 and 5 designated for OWNER involvement and responsibility can involve external partners (most notably, City of Hickory), and can impact the projected or desired timeframes within which to accomplish those activities. These schedule impacts can be monitored regularly and adjusted as may be necessary.

Task 4.1: Data Collection and Review

The ENGINEER will work with the OWNER to coordinate gathering of the required system information for model creation, development and model calibration. While some of the required data may be provided under Task 2.1 above, The ENGINEER will provide the OWNER with a more detailed and broader list of data necessary for completion of this Scope (i.e. – GIS data, pump curves, tank elevations, record drawings, water consumption records, SCADA etc.). The ENGINEER will review data delivered, create a data log for tracking, identify data deficiencies and coordinate the gathering of the supplemental data to be provided by the OWNER. Since these utility services are provided in concert with several municipal partners and utilize portions of their systems for delivery and service, it is expected that this information request will involve and require data from their system(s). The included schedule assumes that this process of request and fulfillment can be completed within 4 weeks.

Task 4.2: Hydraulic Model Construction

4.2.1: Model Backgrounds – Information available through GIS including street centerlines, parcels, contours, buildings, water bodies and aerial photos will be utilized to provide a visual background and reference for a hydraulic model. ENGINEER will collect and prepare the OWNER's pertinent GIS layers or AutoCAD information into modeling background files so they may be displayed in a beneficial manner within the model and the animation tool. Background layers may be color coded and set to various themes to assist the users in model navigation and presentation of results.

4.2.2: Piping Network Construction – ENGINEER will utilize the existing GIS layers and data (including water mains, tanks, booster pumps, force mains, and lift stations) to provide the base model topology for construction of the new hydraulic models by importing directly into the modeling software. Data required for the model attributes which is not currently included in the GIS database, such as pipe sizes, elevations, pump curves, tank dimensions, wet well dimensions, etc., will be input into the model using record drawing information provided by the OWNER.

4.2.3: Connectivity – Once the GIS data and model topology have been created, the model connectivity and total continuity will be verified using automated model tools and McKim & Creed's Hydraulic Model Animation Tool for network connectivity and troubleshooting. These review tools will include the following:

- system trace tool
- nodes in close proximity
- pipe split candidates
- crossing pipes
- duplicate pipes
- McKim & Creed's Model Animation Tool

Questions sometimes arise about specific details of pipe network connectivity. In some cases, pipes are shown to cross each other, and it may not be clear from the source document if they are connected or not. If connectivity clarification is needed, the ENGINEER will provide snapshot details of questions or requests for clarification. These questions will be compiled into email memorandums to be sent to the OWNER for the OWNER to provide answers to these questions. The included schedule assumes that the OWNER will provide system verification feedback within a 2 week review period.

Task 4.3: Detailed Hydraulic Model Development

4.3.1: Elevation Assignment – The ENGINEER will use software routines to automatically assign elevations to the model data from the USGS DTM and/or LIDAR. Model elevations will be subject to the elevation tolerance of the data used for the interpolation. Quality assurances such as model versus GIS contour comparisons will be performed following the software routine applications to ensure accuracies. Elevations for major elements such as pumps, tanks, and wet wells will be confirmed using record drawings.

4.3.2: Initial Pipeline Roughness Coefficient Assignments – The ENGINEER will assign pipeline roughness or “C-factors” based on pipe material (as available) and industry standards. A universal C-Factor of 100 will be assigned to all pipes that do not have pipe material information. Pipeline roughness coefficients may be adjusted in the model during the model calibration phase.

4.3.3: Pump Curves – The ENGINEER will assign pump curves to each of the existing pump stations. Data may include original manufacturer’s curves or actual pump test data (if available from the OWNER). If pumps are operated on VFDs, the speed curves from the pump manufacturer will need to be provided by the OWNER as well.

4.3.4: Model Control Logic Assignments – The ENGINEER will create model control logic to replicate current system conditions based on the available SCADA data, discussions with the OWNER’s operations staff and manually translating settings based on operator institutional knowledge. This task includes meeting with the operating staff to discuss typical system operations including pump control, speed control schemes for VFDs, typical tank level ranges, telemetry settings, etc.

Task 4.4: Existing Water Demand Development, Loading and Peaking

4.4.1: Consumption and Production Data Evaluation - This task will create an Average Day Demand (ADD) and Max Day Demand (MDD) loading dataset for the water system customers using meter billing data provided by the OWNER. The ENGINEER will analyze up to 3 years of meter data to calculate ADD/MDD values for the study area.

It’s understood that the OWNER’s meter data is not in a GIS format and therefore is not available for direct import into the model. The ENGINEER will utilize billing information to geocode the water meters for the study area to get the billing data assigned to a meter location within the model. This will help provide a more accurate demand distribution within the model and minimize the potential for calibration error. Billing data that does not provide a good matching in the geocoding process will be manually applied in the hydraulic model to the best location based on known address information.

4.4.2: Develop Diurnal Curve – The ENGINEER will apply a generic system-wide diurnal demand pattern to the model demands for creating an extended period simulation (EPS) model. The diurnal curve will be further evaluated in the calibration phase based on SCADA information as available, and the initial ‘typical’ curve applied to the model may be adjusted to account for calibration.

4.4.3: Demand Import - Demands will be assigned in the model using automated import routines, like the Load Builder tool in WaterGEMS, which can assign the geocoded meter demands to the closest model pipe or node.

Task 4.5: Wastewater Collection System Loading

The water system demand data collected and analyzed for Task 4.4 will be transferred into the wastewater collection system model to utilize for initial wastewater loading to the collection system model. The ENGINEER will also review available SCADA data and pump run time information from the existing lift stations within the study area to determine existing loading within the collections system. This information will also be compared

with initial pump design information and other operational records available to validate the model set up and initial loading.

Task 4.6: Hydraulic Models Calibration

4.6.1: Hydrant Flow Data – The ENGINEER will perform initial hydrant flow testing for the OWNER's interconnection point(s) with the City of Hickory. In addition to hydrant flow data, the ENGINEER will install remote pressure loggers at several key locations near the Hickory interconnection(s). Pressure loggers will remain installed for approximately one (1) week in order to capture the variation in the normal hydraulic grade line established at the OWNER's connection location(s) with Hickory. The hydrant flow data along with the pressure data will be utilized to set up parameters in the model to simulate the Hickory supply to the OWNER's system.

4.6.2: Pump Characteristics - If current information regarding the existing pump curves, impeller sizes, and/or historical operations of the pumps is unavailable during the model construction task or seemingly not accurate based on the initial model results, then a pump performance test will be performed to confirm the pump operations. Pump performance testing will be performed by the OWNER with a representative from the ENGINEER present to document results.

4.6.3: Operational Data – As noted in Task 4.3.4, the ENGINEER will set the initial operational control based on data and information gathered from the OWNER's operations staff for pumps, control valves, and elevated water storage tanks in the water system. If SCADA data is available, the operational controls can be confirmed through the historical trend analysis.

4.6.4: Force Main Manifold System – A manifold force main system is typically complicated to understand operationally. Many systems are 'pieced' together by continually adding new lift stations on the end of the system as growth occurs, or tapping a new force main downstream. This system will face the added complexity of the possibility of decentralized treatment/receiving facilities. The system may not always be expanded as planned initially or designed. The model will be utilized to evaluate current operating conditions under various pumping combinations. The results will be compared with historical operational data to confirm existing system pressures and pump operating conditions. The existing conditions as determined from the hydraulic model and confirmed with historical operational data will be compared with initial lift station design conditions.

4.7: New Model Verification and Quality Assurance/Quality Control (QA/QC)

4.7.1: QA/QC - Prior to and during the calibration process, a detailed QA/QC process will be provided to review the GIS data and base demand construction, the existing and future demand and model loading scenarios. It will also include an internal model review of both the steady state and Extended Period Simulation (EPS) scenarios and output data to verify accuracy with historical data as available.

4.7.2: Verification/Interactive Modeling Workshops – To complete the QA/QC process, the ENGINEER will conduct an interactive modeling workshop with the OWNER's staff for final verification of each of the models. The workshop will include demonstrations of steady state and EPS scenarios along with model comparisons to SCADA data and field measured data. Model results will be presented graphically and through animations to help staff visualize pressures, flows, and pump operations and tank levels throughout a typical day.

Task 4.8: Documentation

The ENGINEER will document the methods used for model creation, development, and calibration in a Technical Memorandum format as an appendix to the Master Plan document. This Technical Memorandum will also include a summary of the GIS updates, existing water demands, diurnal curve, a summary of assumptions, a summary of

hydrant flow data, the HGL calibration results, pipeline C-factor testing and updates, SCADA calibration comparisons, model update procedures, and model version control strategies. The ENGINEER will provide this appendix in concert and consistent with the document development and memorialization process described in Tasks 9 through 12.

TASK 5.0 – REQUIRED SUPPORT FOR PROJECTED AND ALTERNATE FUTURES

Purpose: Develop, for each category of infrastructure area, a series of physical improvements necessary to support and service the projected demands. This will also be cognizant of and adaptable to variations in the actual future conditions to be expected.

Task 5.1 Water Supply Sufficiency and Development

Description: The ENGINEER will examine the aggregate water supply required, the sufficiency and expansion potential of existing sources, and alternatives to address projected shortfalls. This may include further expansion of existing sources, development of alternative sources, and means for demand management and conservation.

Task 5.2 Water Storage

Description: The ENGINEER will examine the aggregate water storage required for functional and statutory requirements, alternatives to address projected shortfalls both in aggregate and in the case of subdivided service areas or pressure zones, and identification of impacts to water quality and means to remedy.

Task 5.3 Wastewater Treatment and Disposition

Description: The ENGINEER will examine the magnitude and character of anticipated wastewater generated, the sufficiency and potential expansion of existing facilities and strategies, and the development of alternative strategies. This will consider alternative disposition (e.g. non-discharge vs discharge) as well as significant changes in treatment technology and performance.

Task 5.4 Water Transmission and Wastewater Conveyance

Description: The ENGINEER will examine the resultant magnitude, timing, and distribution of water demands and wastewater generation, and determine requisite conveyance system improvements.

Task 5.4.1: Future System Conditions & Infrastructure Improvement Analysis

The ENGINEER will develop population and employment projections to utilize in future water and wastewater demand loading for the model using traffic analysis zone (TAZ) data for Catawba County, previous and current planning documents which the OWNER's planning department has available, and additional data sources and trends identified in Task 3 above. The future water projections and wastewater loading factors will be assigned to geographic subareas when such granularity of projections exists, and uniformly distributed throughout the study area based on the associated TAZ polygons when such granularity cannot be derived.

New infrastructure will be added to the water and wastewater model to service future demand areas within the study area. The new infrastructure will generally follow the existing road system and additions or modifications from any thoroughfare planning in place within the area. Pipeline routing will be established within the model, and then sizing will be evaluated based on minimum level of service required to meet pressure constraints and fire flow needs.

Task 5.4.2: System Improvement Optimization

The proposed pipeline routing provided in Task 5.4.1 above will be further evaluated using the optimization tools available within the hydraulic models. The optimization tool will help to evaluate multiple routing options, including parallel piping, and multiple pipe sizing options using optimization algorithms that can effectively determine the most cost effective approach to meet required design parameters set forth.

The optimization also provides material cost estimates for each alternative. The cost information can be translated out of the optimization tool and input to higher-level financial modeling for more detailed evaluation.

Task 5.4.3: Water Quality Modeling

The ENGINEER will develop a modeling scenario to evaluate the water system age for the existing average day demands following the creation of the new water distribution system model. Residence times in the distribution system are a critical factor influencing water quality. The water age analysis will help to identify areas of the system with extended residence times that may contribute to poor water quality. It will also provide an evaluation of the turnover rate for water within the OWNER's water storage tanks. Hydraulic modeling results will highlight areas where the maximum water age exceed a value of 3 to 5 days which is a typical industry standard for maximum age. Additionally, the wastewater hydraulic model can be used to examine reaction kinetics in the conveyance system to evaluate means for controlling or mitigating odor generation and corrosion impact.

Task 5.5 Sustainability and Resource Recovery Implications and Opportunities

Description: The ENGINEER will examine the water regime in a more holistic manner, recognizing the appropriate treatment of all forms of water as a resource, which often are or are destined to be scarce. Further, beyond the water itself to be reclaimed and repurposed (thus relieving stress on potable water supplies), this task will consider feasible alternatives to capture and utilize the intrinsic value of energy and nutrients.

TASK 6.0 – GOVERNANCE AND ORGANIZATIONAL ISSUES

Purpose: Understand various governance structures

Description: The ENGINEER will review the organizational structure selected by the OWNER, offer a summary of powers and restrictions, and illustrate areas which may impact or be of concern with respect to the implementation and management of the plan elements. The ENGINEER will provide a comparable analysis of selected viable alternative structures.

Responsibilities and Products

- The ENGINEER will prepare a summary of key elements of the organizational structure(s) and their potential impact on the OWNER.
- The ENGINEER will advise and assist with the steps necessary for the formation and implementation of the chosen organizational structure.

TASK 7.0 – COST ALLOCATION AND RECOVERY

Purpose: Develop a feasible method to reasonably allocate costs for providing services to the beneficiaries while also facilitating achievement the goals of the Strategic Plan.

Description: The ENGINEER will forecast probable capital and operating costs to implement infrastructure steps needed consistent with the scenarios developed in Task 5.0 above. These costs will be stratified in order to allocate to various user classes. This will then inform alternative structures and mechanisms for recovery as various forms of development and usage charges.

Responsibilities and Products

The ENGINEER will:

- Compile expected capital and operating costs segregated by function, geography, and time-step.
- Allocate costs to agreed-upon stratification of function and user classes.
- Present a framework for assessing and recovering costs through a combination of connection fees, capital recovery fees, facility investment fees, and/or user charges.
- Relate these alternative frameworks to the chosen governance structure and attendant powers and restrictions.
- In concert with financial subconsultant, develop a revenue sufficiency model and rate structure model.
- Conduct two live workshop sessions utilizing these models to illustrate options/choices and consequences of choices, and deliver the model along with a training session and user documentation manual.
- While beyond this scope, these models may be used later for expansion into other enterprises (such as a stormwater utility)

TASK 8.0 - REGULATORY ISSUES

Purpose: Impart an awareness of potential developments of concern in the regulatory arena.

Description: The ENGINEER will conduct a review of potential modifications to current, or enactment of future, regulations related to water supply, distribution, and use; and wastewater collection, treatment, and disposition — which could have significant impact to the plan for provision of services by the OWNER.

Responsibilities and Products

- The ENGINEER will prepare a summary of key regulatory/legislative issues and their potential impact on the OWNER.
- Information exchange for items that warrant timely attention or intervention will be shared with CCUE during progress meetings.

The following Tasks 9 through 12 borrow heavily from those associated with a Comprehensive Planning process. The Master Plan process will include activities similar, although far less intensive and regimented as described below.

TASK 9.0 ADMINISTRATIVE DRAFT OF THE PLAN

Purpose: Develop drafts of all elements of the Master Plan.

Work Description: The ENGINEER and CWG will develop drafts of the Master Plan elements. Components of the visual identity system include a layout, typography and color palette selection, and graphic elements.

Responsibilities and Products:

- The ENGINEER will prepare a final visual identity system based on the OWNER's guidance.
- The ENGINEER will draft an outline of the structure and composition of the Plan elements, to be reviewed by CWG.
- The ENGINEER will compile an initial Administrative Draft of the Master Plan, including narrative text, goals, policies, and images/maps for elements of the Master Plan.
- This will be an unformatted version of the plan at this point – understanding that the Administrative Draft Plan will be a partial draft with some maps and details not yet completed.

TASK 10.0 REVIEWING/HONING THE DRAFT PLAN

Task 10.1 Review of the Administrative Draft

Purpose: To seek review and refinement of the draft plan before it is finalized and formatted for any broader or public presentation.

Description: The ENGINEER will work with the CWG to review the plan and obtain specific written comments. The ENGINEER will revise the administrative draft document based on comments and subsequent discussions regarding text changes and suggestions for reconciling conflicting comments. After the text is approved by CCUE, the ENGINEER will prepare the formatted version of the plan.

Responsibilities and Products:

- CWG (or expanded) review of the draft plan and written comments.
- The ENGINEER will prepare a formatted and revised version of the Administrative Draft.

Task 10.2 Develop Executive Summary

Purpose: To develop an easy-to-understand digest of the draft Master Plan, which will be one of the primary tools used to communicate to the community at large how the plan addresses key issues and needs.

Description: The ENGINEER will prepare a 'hand-out' highlighting key plan recommendations. The ENGINEER will design the executive summary to be printed by the OWNER. The layout format and content will be discussed and agreed upon with the CWG.

Responsibilities and Products:

- The OWNER and the ENGINEER will jointly co-author the Executive Summary.
- The ENGINEER will design the Executive Summary as described above.
- The OWNER will be responsible for printing.

Task 10.3 Hold Public-Workshops on Draft Plan

Purpose: To present the draft Plan for review and reaction.

Description: The Draft Master Plan and Executive Summary will be used to communicate to the BOC and community at large how the Plan addresses their key issues and needs. The ENGINEER in collaboration with the OWNER will plan and attend two workshops (same content occurring two consecutive evenings within same week, one at BOC meeting location, and one within SECC study area) to present the draft Master Plan. It will build on the success of the civic engagement process throughout the Plan's development. Encouraging, gathering and responding to community feedback and demonstrating a willingness to accommodate requested changes will be critical to the trust-building process.

This will be a pivotal round of meetings because it will provide the community with an opportunity to share feedback on the planning process and to comment on the Draft Plan in advance of the BOC meeting. It also provides a key benchmark for the OWNER and the ENGINEER about what changes will be needed in the Draft.

Responsibilities and Products:

- The ENGINEER will provide guidance and advice of the format of the workshops, facilitation techniques, and develop a draft feedback tool such as a paper questionnaire to document participant reaction and suggestions.
- The ENGINEER will participate in the workshops.
- The OWNER will be responsible for meeting facilitation, publicity, staffing, logistics, development of handouts, reproduction, and compilation of participant input.

TASK 11.0 ADOPTING THE PLAN

Task 11.1 Public Meetings and Adoption Process

Purpose: Conduct a work session with BOC to discuss/respond to issues raised at the public meetings, and to gain final adoption of the Master Plan by BOC.

Description: The OWNER will lead this task as it did with the Public Draft workshops process with the ENGINEER available to provide guidance. Based on direction from the BOC, the OWNER's Staff and the ENGINEER will formulate draft plan revisions to address issues raised at the work sessions and prepare the adoption-ready version of the Master Plan.

Responsibilities and Products:

- The OWNER Staff will provide a written summary of public comments and discuss these with the ENGINEER to develop potential changes and adjustments to the text and maps of the draft Plan.
- The OWNER will work out details of changes and amendments and provide guidance and text changes to the ENGINEER.
- Based on the final text, the ENGINEER will prepare an adoption-ready version of the Master Plan.
- The OWNER will secure BOC adoption of the revised Master Plan.

TASK 12.0 FINALIZING THE ADOPTED PLAN

Purpose: Prepare the final adopted version of the Master Plan.

Description: The ENGINEER will prepare the adopted version of the Master Plan based on any changes BOC made at the time of adoption.

Responsibilities and Products:

- The ENGINEER and CCUE will make any final changes to the Master Plan and associated maps.
- The ENGINEER will prepare the final formatted version of the Master Plan document.
- The ENGINEER will provide an electronic version of the adopted Master Plan to the OWNER.
- The OWNER will be responsible for printing of the plan and its component maps.

ANTICIPATED SCHEDULE

- It is anticipated that the Master Plan development and adoption process will take approximately nine (9) months.
- The ENGINEER will work with the OWNER to develop a detailed schedule of major activities and completion milestones to coordinate with necessary significant events and schedules of other internal and external participants.

COMPENSATION

Section 1 - Basis of Compensation

- 1.1 For performing the Services identified within this Exhibit A - Scope of Services, the OWNER shall pay the ENGINEER a lump sum amount of \$ 452,000 (four hundred fifty-two thousand dollars). The ENGINEER may alter the compensation distribution between individual phases, tasks or work assignments to be consistent with the Services actually rendered, within the total lump sum amount. The current forecast of division of effort among these Tasks is presented in the table below.

- 1.2 The lump sum includes compensation for the Services; subconsultant costs, if any; and appropriate factors for labor, overhead, profit and Reimbursable Expenses.
- 1.3 Although the ENGINEER recognizes and accepts the ordinary risks and/or benefits of a lump sum fee structure, the parties agree to negotiate adjustment of the lump sum amount if there has been, or is to be, a material change in the: (a) scope, complexity or character of the Services or the PROJECT; (b) conditions under which the Services are required to be performed; or (c) duration of the Services, if a change in the Schedule warrants such adjustment in accordance with the terms of the Agreement.

Section 2 - Other Payment Provisions

- 2.1 Progress Payments: The OWNER shall make monthly periodic progress payments for Services. The amounts due for Additional Services will also be invoiced monthly. Invoices shall be due and payable upon receipt.

TASK MANPOWER AND COSTS SUMMARY

1	Project Coordination & Collaboration	\$80,000
2	Listening & Learning	\$45,000
3	Community Inventory	\$15,000
4	Model Development	\$90,000
5	Projected & Alternate Futures	\$60,000
6	Governance & Organizational Issues	\$6,000
7	Cost Allocation & Recovery	\$95,000
8	Regulatory Issues	\$15,000
9	Drafting the Plan	\$25,000
10	Reviewing/Honing Plan	\$8,000
11	Adopting the Plan	\$3,000
12	Finalizing Adopted Plan	\$10,000
	TOTAL	\$452,000

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

Self-Insurance Special Contingency Transfers:

Replace Damaged Landfill Scale Scoreboard

Transfer

From:

115-150120-994200	Self-Insurance Special Contingency Expense	\$3,489.14
115-150120-691500	Self-Insurance Special Contingency Revenue	\$3,489.14

To:

115-150120-995525	To Solid Waste Fund from Self-Insurance	\$3,489.14
115-150120-680800	Self-Insurance Fund Insurance Settlements	\$3,489.14

Supplemental Appropriation

525-350200-831090	Other Miscellaneous Operating Supplies	\$3,489.14
525-350200-695115	From Self Insurance Fund	\$3,489.14

7/18/17 – Transfer from Self-insurance Special Contingency to assist the Landfill in replacing a damaged scales scoreboard used to provide digital readout of vehicle weights. The scoreboard, which could not be repaired, was damaged in June 2017.

MEMORANDUM

TO: Catawba County Board of Commissioners

FROM: Mick Berry, County Manager

DATE: August 7, 2017

RE: Proposed Ordinance to Allow the Sale of Alcoholic Beverages before Noon on Sundays at Licensed Premises

On June 29, 2017, the North Carolina General Assembly enacted Senate Bill 155, entitled “An Act to Make Various Changes to the Alcoholic Beverage Control Commission Laws”, and Section 4 of this Bill authorizes city and county governments to adopt an ordinance to allow alcohol sales beginning at 10 a.m. on Sundays. This bill was signed into law on June 30, 2017.

Several municipalities (Hickory, Newton, Claremont, Conover, Maiden and Long View, so far) will be considering amending their ordinances to reflect this new authorized sale of alcohol. To avoid citizen confusion and to be consistent with messaging across local jurisdictions, the municipalities contemplating this change have agreed to pursue a uniform effective date of October 1, 2017.

ORDINANCE NO. 2017- ____

**An Ordinance To Allow the Sale of Alcoholic Beverages Before Noon on Sundays
at Licensed Premises**

WHEREAS, on June 29, 2017, the North Carolina General Assembly enacted Senate Bill 155, entitled “An Act to Make Various Changes to the Alcoholic Beverage Control Commission Laws” and Section 4 of this Bill authorizes city and county governments to adopt an ordinance to allow alcohol sales beginning at 10 a.m. on Sundays; and

WHEREAS, Ratified Senate Bill 155 was signed into law on the 30th day of June, 2017, and became effective on that date (Session Law 2017, Chapter 87). North Carolina now joins 47 other States in allowing alcohol service before noon on Sunday; and

WHEREAS, there is a desire to have the law be consistent in the County’s municipalities and in the County outside municipal limits.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of Catawba County, North Carolina that:

Section 1. Pursuant to the authority contained in NCGS 153A – 145.7, the sale of malt beverages, unfortified wine, fortified wine, and mixed beverages is allowed in Catawba County beginning at 10 a.m. on Sunday pursuant to the licensed premises’ permit issued under NCGS 18B – 1001.

Section 2. This ordinance is effective on the 1st day of October, 2017.

This 7th day of August, 2017.

C. Randall Isenhower, Chair
Catawba County Board of Commissioners