

## **AGENDA**

Catawba County Board of Commissioners Meeting  
Monday, April 17, 2017, 7:00 p.m.  
Robert E. Hibbitts Meeting Room, 1924 Courthouse  
30 North College Avenue, Newton, NC

### **NOTICE:**

**THE BOARD OF COMMISSIONERS WILL HOLD A SPECIAL MEETING AT 6:45 P.M., PRECEDING THIS 7:00 P.M. REGULAR MEETING, FOR THE PURPOSE OF CONSIDERING A PARKS AND RECREATION TRUST FUND (PARTF) GRANT APPLICATION.**

1. Call to Order.
2. Pledge of Allegiance to the Flag.
3. Invocation.
4. [Approval of the Minutes from the Board's Regular Meeting of April 3, 2017.](#)
5. Recognition of Special Guests.
6. Public Comments.
7. Presentations:
  - a. [Badge and Service Weapon Presentation to Retired Deputy Hugh Long \(After these items are declared surplus by the Board of Commissioners\). Presented by Sheriff Coy Reid.](#)
  - b. [Soil and Water Stewardship Week Proclamation. Presented to Soil & Water Board Members Susie Devine, Laura Parnell and Steve Killian and Soil & Water Staff Members Randy Willis, Blake Henley and Leia Hamlyn.](#)
8. Public Hearings:
  1. [Prysmian Cables and Systems USA LLC Economic Development Agreement and Resolution. Presented by Economic Development Corporation Existing Industry Coordinator Nathan Huret.](#)
  2. [Rezoning Request – Planned Development – Conditional District for a Multi-Family Apartment Complex, Meridian Pointe. Presented by Senior Planner Chris Timberlake.](#)
9. Appointments.
10. Consent Agenda:
  1. [Hickory Public Schools – Letter of Intent for Fiscal Year 2017/18 Funding.](#)
  2. [Easement Requests from Duke Energy Carolinas, LLC and Piedmont Natural Gas at Catawba Valley Community College.](#)
  3. [Piedmont Natural Gas Easement Request on County Property Located at 3530 Graystone Place.](#)
11. Other Items of Business.

12. Manager's Report.  
[Budget Transfers.](#)
13. Attorneys' Report.
14. Adjournment.

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

**CALENDAR:** The May Board of Commissioners Meetings will take place on Monday, May 1, 2017, at 9:30 a.m., and Monday, May 15, 2017, at 7:00 p.m. in the 1924 Courthouse.

March 7, 2017

Chair C. Randall Isenhower  
Catawba County Board of Commissioners  
Catawba County Government Center  
Newton, NC 28658

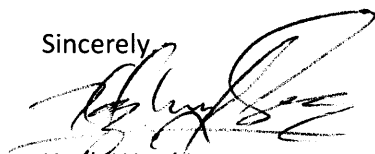
Dear Chair Isenhower:

Upon my retirement effective 4/01/2017, I am requesting my service weapon and badge. This is pursuant to North Carolina Statute 20-187.2 of which a copy is enclosed. I have also enclosed my pistol purchase permit for the weapon.

I have been employed as a Deputy Sheriff for 17 years with Catawba County Sheriff's Office. I have enjoyed my tenure and have made many dear friends and acquaintances. I have enjoyed my years of service with the Sheriff's Office and would like to have these items to commemorate my service with the department.

I thank you for your consideration of my request.

Sincerely,

A handwritten signature in black ink, appearing to read "Hugh Ward Long", written over a horizontal line.

Hugh Ward Long  
Catawba County Sheriff's Office

cc: Coy Reid, Sheriff  
Mick Berry, County Manager

Enclosures:  
Copy of Statute 20-187.2  
Original Pistol Purchase Permit

**§20-187.2. Badges and service side arms of deceased or retiring members of State, city and county law-enforcement agencies; weapons of active members.**

- (a) Surviving spouses, or in the event such members die unsurvived by a spouse, surviving children of members of North Carolina State, city and county law-enforcement agencies killed in the line of duty or who are members of such agencies at the time of their deaths, and retiring members of such agencies shall receive upon request and at no cost to them, the badge worn or carried by such deceased or retiring member. The governing body of a law-enforcement agency may, in its discretion, also award to a retiring member or surviving relatives as provided herein, upon request, the service side arm of such deceased or retiring members, at a price determined by such governing body, upon securing a permit as required by G.S. 14-402 **et seq.** or 14-409.1 **et seq.**, or without such permit provided the weapon shall have been rendered incapable of being fired. Governing body shall mean for county and local alcohol beverage control officers, the county or local board of alcoholic control; for all other law-enforcement officers with jurisdiction limited to a municipality or town, the city or town council; for all other law-enforcement officers with countywide jurisdiction, the board of county commissioners; for all State law-enforcement officers, the head of the department.
- (b) Active members of North Carolina State law-enforcement agencies, upon change of type of weapons, may purchase the weapon worn or carried by such member at a price which shall be the average yield to the State from the sale of similar weapons during the preceding year. (1971, c. 669; 1973, c. 1424; 1975, c. 44; 1977, c. 548; 1979, c. 882; 1987, c. 122.)



**PERMIT TO PURCHASE/RECEIVE A HANDGUN**

State of North Carolina

CATAWBA County

Permit Number 467HBJQK2-3

I, SHERIFF COY REID, Sheriff of said County, do hereby certify that I have conducted a criminal background check of the applicant, HUGH WARD LONG, whose place of residence is 2233 BETTS LN in NEWTON (or) in \_\_\_\_\_ Township, CATAWBA County, North Carolina, and have received no information to indicate that it would be a violation of State or federal law for the applicant to purchase, transfer, receive, or possess a handgun. The applicant has further satisfied me as to his, her (or) their good moral character. Therefore, a permit is issued to HUGH WARD LONG to purchase one pistol from any person, firm or corporation authorized to dispose of the same.

This permit expires five years from its date of issuance listed below.

Issued this the 8TH day of MARCH, 20 17.

Expires the 8TH day of MARCH, 20 22.



*Coy Reid*

Sheriff of CATAWBA County

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

*“Keeping the Spirit Alive Since 1842!”*

## **PROCLAMATION**

### **“Soil & Water Stewardship Week”**

**WHEREAS**, we all depend on the fruits of healthy soil for our daily survival; and

**WHEREAS**, living organisms in soil thrive under the nurturing hand of humankind; and

**WHEREAS**, lessons from the past clearly show the need for conservation of the land; and

**WHEREAS**, stewardship of the soil calls for everyone who touches the soil to do their individual part to protect this valuable resource; and

**WHEREAS**, Catawba Soil and Water Conservation District’s mission is to ensure a quality urban and rural environment with clean water, protected soil resources, properly managed forest and wildlife, and an environmentally, economically and culturally viable agricultural community.

**NOW, THEREFORE**, the Catawba County Board of Commissioners does hereby proclaim the first week of May, 2017, as **Soil & Water Stewardship Week** and urges its citizens to manage the County’s natural resources wisely to ensure a quality environment now and for the future.

This 17th day of April, 2017.

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Randy Isenhower, Chair  
Catawba County Board of Commissioners

## MEMORANDUM

To: Catawba County Board of Commissioners  
From: Nathan Huret, Catawba County EDC  
Date: April 17, 2017  
Re: Prysmian Cables and Systems USA LLC Economic Development Agreement and Resolution

### **REQUEST**

The Board of Commissioners hold a public hearing to receive citizen comments and consider approval of the Economic Development Agreement between the County and Prysmian Cables and Systems USA LLC, the related resolution attached, and authorize the Chair to execute these along with any other needed documents.

### **PROJECT BACKGROUND AND COMPANY OVERVIEW**

Prysmian Cables and Systems USA LLC intends to equip an existing manufacturing building located in the City of Claremont at 2512 Penny Road. The company plans to invest a minimum of \$20,000,000 and create 50 new jobs over the next three years. The average wage of the new jobs will exceed Catawba County's average wage of \$38,238.

Prysmian Group documented strong consideration to place this project in existing locations in Brazil and France. Prysmian's expansion in Catawba County will continue to restore fiber optical operations that were discontinued in 2003. The project builds from a pilot phase (\$2.5 million investment, 20 new jobs) that was successfully completed in 2015, with new state-of-the-art preform and fiber drawing operations reaching full capability within three years. The new equipment is expected to provide supply chain advantages and improved quality control for the Catawba County operation due to less reliance on external suppliers of preform assemblies.

Prysmian Cables and Systems USA LLC, is a division of Prysmian Group, a world leader in the energy and telecommunications cables and systems industry. Prysmian Group is a global manufacturer and has 91 facilities across 50 countries. Within the telecom sector, the Group manufactures cables and accessories for the voice, video and data transmission industry, offering a complete range of optical fiber, optical and copper cables and connectivity systems.

### **ECONOMIC DEVELOPMENT INCENTIVE GRANT OVERVIEW AND CLAWBACKS**

The proposed incentive grant is based on a contract with obligations requiring satisfactory performance by the Company and adhering to all NC general statutes. The contract requires a minimum investment of \$20,000,000, the creation and maintenance of 50 new jobs, and the maintenance of 383 existing jobs currently at the facility. The new method of calculations matrix developed for the Board of Commissioners suggested a level 2 incentive or an amount equal to 50% of the new ad valorem tax receipts generated as a result of the project for five years. EDC staff is proposing a shorter incentive period (50% of new ad valorem receipts for three years) than the matrix calculated. Subject to County contractual commitments, the amount would be a maximum of \$172,500, payable in annual maximum amounts of \$57,500 for three years. Should the company exceed their original commitments and invest a minimum \$30 million and create 65 new jobs by the end of 2019, two additional years of a 50% incentive grant will be added. The annual maximum would be \$57,500 for the two additional years and a cumulative maximum of \$287,500.

This investment will net a positive payback to the county immediately, similar to paybacks used to determine grant involvement in other county projects.

Like all incentives provided by the County, these incentives will be based on an economic development agreement which requires Prysmian Cables and Systems USA LLC to meet minimum thresholds of investment (\$20,000,000 by 2019) and job creation and maintenance (50 by 2019), or to qualify for grant years 4 and 5, an investment of \$30,000,000 and the creation and maintenance of 65 jobs also by 2019. Clawbacks are included in the agreement requiring repayment should the investment and job creation amounts not be met or sustained.

GRANT YEAR	MAXIMUM PAYMENT BY COUNTY - \$20M, 50 JOBS	MAXIMUM PAYMENT BY COUNTY - \$30M, 65 JOBS
1	\$57,500	\$57,500
2	\$57,500	\$57,500
3	\$57,500	\$57,500
4	\$0	\$57,500
5	\$0	\$57,500
<b>TOTAL</b>	<b>\$172,500</b>	<b>\$287,500</b>

#### **RECOMMENDATION**

The Board of Commissioners approve the Economic Development Agreement between the County and Prysmian Cables and Systems USA LLC, the related resolution attached, and authorize the Chair to execute these along with any other needed documents.

Resolution No. 2017-

Resolution Authorizing Economic Development Incentives for Prysmian Cables and Systems USA LLC

**WHEREAS**, Prysmian Cables and Systems USA LLC (herein referred to as “the Company”) requested incentives to cause a minimum investment of \$20,000,000 in the Company’s Claremont facility by December 31, 2019, and the creation and maintenance of a minimum of 50 new jobs by December 31, 2019, with a requirement to not hire anyone without a minimum of a high school diploma for anyone 25 years of age or below, and that the total average wage of the jobs will be above the average wage in Catawba County as determined annually by the North Carolina Department of Commerce.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Catawba County, North Carolina, as follows:

The Board of Commissioners approves a performance based grant, based on the minimum investment of \$20,000,000 and creation and maintenance of 50 new jobs within three years, with a maximum annual payment of \$57,500 (cumulative maximum incentive of \$172,500). Should the company exceed their original commitments and invest a minimum \$30,000,000 and creation and maintenance of 65 new jobs by the end of 2019, two additional years of a 50% incentive grant will be added. The annual maximum would be \$57,500 for the two additional years (a new cumulative maximum incentive of \$287,500). This grant will be used to reimburse the Company’s expenditures as eligible under North Carolina General Statute 158-7.1. The Board of Commissioners also directs the County to execute a contract and any necessary resolutions or addenda between the Company and the County under these terms and conditions and authorizes the Chair to execute these documents.

This the 17th day of April, 2017.

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C. Randall Isenhower, Chair  
Catawba County Board of Commissioners

Prepared by:  
Debra Bechtel, Catawba County Attorney  
PO Box 389, Newton, NC 28658

**STATE OF NORTH CAROLINA  
COUNTY OF CATAWBA**

**COUNTY OF CATAWBA AND PRYSMIAN  
CABLES AND SYSTEMS USA  
ECONOMIC DEVELOPMENT AGREEMENT**

This **JOINT ECONOMIC DEVELOPMENT AGREEMENT** (this "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_, 201\_\_, by and between **Catawba County** (the "County"), a North Carolina body politic, having a mailing address of **Post Office Box 389, Newton, NC, 28658**, and **Prysmian Cables and Systems USA, LLC** (or "Company" or "Prysmian"), a Delaware limited liability corporation qualified to do business in the State of North Carolina, having a mailing address of **2512 Penny Road, Claremont, North Carolina 28610**.

**WITNESSETH:**

**WHEREAS**, North Carolina General Statute (NCGS) 158-7.1 authorizes County to make appropriations for the purpose of aiding and encouraging the location of business enterprises and industrial and commercial plants in or near its boundaries, and Prysmian is engaged in manufacturing fiber optic cable for the telecommunications industry within the meaning of NCGS 158-7.1; and

**WHEREAS**, Prysmian intends to construct, up-fit and/or equip existing manufacturing facilities ("Improvements") at 2512 Penny Road, Claremont, NC, 28610 (Parcel ID # 376105075908) (the "Property"), at a cost of not less than Twenty Million Dollars (\$20,000,000) and up to Thirty Million Dollars (\$30,000,000) and intends to create a minimum of Fifty (50) and up to Sixty Five (65) new jobs at the facility and retain Three Hundred Eighty Three (383) permanent jobs currently at the facility, with the improvements to be made and new jobs to be created between January 1, 2017 and December 31, 2019 (the "Improvement Period"); and

**WHEREAS**, in an effort to encourage and maintain the highest educational attainment, Company will agree to require a minimum of a high school diploma or its equivalent (GED, Adult HS Diploma, etc.) for any permanent full-time employee 25 years of age or below; and

**WHEREAS**, Prysmian expects to be a community-oriented company and intends to participate in philanthropy, community events and programs intended to increase the health and happiness of their employees and the greater community as a whole; and to consider participation in the Catawba EDC's corporate Committee of 100 501(c)(3) non-profit sponsorship; and

**WHEREAS**, Prysmian is encouraged, to the reasonable extent possible, to purchase local services and supplies, such as, but not limited to, locally produced products, local hotel, motel and hospitality services, local building and construction services, and other products and services;

**NOW, THEREFORE**, in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## **SECTION I – PRYSMIAN**

1. On or before May 31, 2017 Prysmian shall:
  - 1.1 Deliver to County a certificate confirming that Prysmian owns or has the right to acquire the Property and that the installation of the Improvements will result in the creation, maintenance and availability of a minimum of 50 and up to 65 new jobs prior to December 31, 2019 and that the overall average weekly wage will equal or exceed the average weekly wage required under the North Carolina Department of Commerce's contractual requirements for each year that County pays Prysmian the economic development incentive provided for herein. Prysmian affirms understanding of, and agrees to comply with, the Calendar of Responsibilities as outlined in Exhibit "A". Such certificate shall be substantially in the form of the certificate attached to this Agreement as Exhibit "A". It is understood and agreed the 50 new jobs referred to above means additional new jobs over and above the 383 existing jobs at Prysmian's Property in Claremont on November 1, 2016.
  - 1.2 Provide an Opinion of Counsel for Prysmian, in form and substance reasonably satisfactory to County, that this Agreement has been duly authorized, executed and delivered by Prysmian; and
  - 1.3 Provide an Opinion of Counsel for Prysmian, in form and substance reasonably satisfactory to County, stating that this Agreement is binding upon and enforceable against Prysmian, in North Carolina, in accordance with its terms.
2. In order to induce County to enter into this Agreement and to appropriate and expend monies for payment of economic development incentives, Prysmian represents and warrants that, as of the execution date hereof:
  - 2.1 Prysmian is qualified to do business in the State of North Carolina, has a place of business within the State of North Carolina, and is in good standing and authorized to do business in the State of North Carolina;
  - 2.2 Prysmian has the corporate power and authority to own its properties and assets and to carry on its business as now being conducted and has the corporate power and authority to execute and perform this Agreement;
  - 2.3 The undersigned representative of Prysmian has the right, authority and duty to execute this Agreement in the name and on behalf of Prysmian;
  - 2.4 This Agreement (i) is the valid and binding instrument and agreement of Prysmian, enforceable against Prysmian in accordance with its terms; (ii) does not violate any order of any court or other agency of government binding on Prysmian, the charter documents or operating agreement of Prysmian or any provision of any indenture, agreement or other instrument to which Prysmian is a party; and (iii) does not conflict with, result in a breach of, or constitute an event of default, or an event which, with notice or lapse of time, or both, would constitute an event of default, under any indenture, agreement or other instrument to which Prysmian is a party;

- 2.5 There is no suit, claim, action or litigation pending, or to the knowledge of Prysmian threatened, relating to the Improvements, the use of the Improvements for their intended purpose, or any other matter contained herein;
- 2.6 There is no impediment to the use of the Property for the purposes contemplated by this Agreement.
- 2.7 Prysmian is not engaged in a business that would be exempt from property taxes.
- 3. In order to induce Prysmian to enter into this Agreement and to appropriate and expend monies for payment of economic development incentives, County represents and warrants that, to the best of County's knowledge that, as of the execution date hereof:
  - 3.1 County is a North Carolina body politic corporate in nature and existing under North Carolina law;
  - 3.2 County has the power and authority to carry on its business as now being conducted and has the power and authority to execute and perform this Agreement;
  - 3.3 The undersigned authorized representative of County has the right, authority and duty to execute this Agreement in the name and on behalf of County;
  - 3.4 This Agreement (i) is the valid and binding instrument and agreement of County, enforceable against County in accordance with its terms; (ii) does not violate any order of any court or other agency of government binding on County, the charter documents of County or any provision of any indenture, agreement or other instrument to which County is a party; and (iii) does not conflict with, result in a breach of, or constitute an event of default, or an event which, with notice or lapse of time, or both, would constitute an event of default, under any indenture, agreement or other instrument to which County is a party; and
  - 3.5 There is no suit, claim, action or litigation pending, or to the knowledge of County threatened, relating to the Improvements, the use of the Improvements for their intended purpose, or any other matter contained herein.
- 4. Prysmian shall make investments to the Property and Improvements during the Improvement Period. Cumulative expenditures will meet or exceed Twenty Million Dollars (\$20,000,000) up to Thirty Million Dollars (\$30,000,000) by December 31, 2019, all of which will qualify and result in additional value for ad valorem tax purposes as determined by the Catawba County Tax Office, and Prysmian further agrees to maintain in place, in good condition (ordinary wear and tear excepted), said Improvements for three years after the final incentive payment. "Investments and Improvements qualifying and resulting in additional value for ad valorem tax purposes" means investments and Improvements made after the date of this Agreement as certified by Prysmian by Certificate(s) in the form of Exhibit B.
- 5. In addition to the 383 existing jobs on November 1, 2016, Prysmian shall create a minimum of 50 new jobs with the potential to create 65 new jobs at the Property in Claremont by December 31, 2019 and agrees to maintain or make available these jobs in place for three



years after the final incentive payment. A job is defined as employment that provides 1600 hours or more of work in any 12 month period.

## **SECTION II – COUNTY**

6. On or before May 31, 2017 County shall deliver to Prysmian an Opinion of Counsel for County, in form and substance reasonably satisfactory to Prysmian, that this Agreement has been duly authorized, executed and delivered by County; and stating that this Agreement complies with the terms and requirements of NCGS 158-7.1 and is binding upon and enforceable against County with its terms; and evidence in the form of a Resolution or Resolutions, or official minutes, which County duly adopted authorizing the economic development incentives set forth in this Agreement.
7. Payment of economic development incentives for Real and Personal Investments and for Job Creation will be made as provided in this Paragraph 7. The County will provide annual payments equal to 50% of the ad valorem taxes associated with the additional value as paid to the County for either a three year or five year period depending on the level of investment and jobs created. The maximum payment by the County will not exceed One Hundred Seventy Two Thousand Five Hundred (\$172,500) Dollars or Two Hundred Eighty Seven Thousand Five Hundred (\$287,500) Dollars depending on the number of jobs maintained and level of investment made as outlined below.
  - a. Based on a minimum additional investment of \$20,000,000 but less than \$30,000,000 by December 31, 2019 through Improvements made during the Improvement Period and the minimum job creation of 50 new jobs and retention of 383 permanent jobs, the County will provide annual payments equal to 50% of the additional ad valorem taxes paid to the County resulting from the Improvements for a three year period commencing with the taxes payable for the tax values on January 1, 2018, and January 1 of the succeeding two (2) years. In no event, except as allowed for in Paragraph 7b, will the cumulative payments by County exceed One Hundred Seventy Two Thousand Five Hundred (\$172,500) Dollars. Amounts shall be payable in three (3) annual installments, beginning in 2019 (Grant Year 1) and payable through 2021.
  - b. Should Prysmian's additional investment through Improvements be \$30,000,000 or more by December 31, 2019 **and** creation and maintenance of at least new 65 jobs by December 31, 2019, the incentive payment, equal to 50% of the additional ad valorem taxes paid to the County, will be extended for two additional years, making the incentive payment period a five (5) year period. In no event will the cumulative payments for Grant Years 4 and 5 by the County exceed One Hundred Fifteen Thousand (\$115,000) Dollars. Said amount shall be payable in two (2) additional annual installments, beginning in 2022 (Grant Year 4) and payable through 2023.

<b>Grant Year</b>	<b>MAXIMUM PAYMENT BY COUNTY - \$20M, 50 NEW JOBS</b>	<b>MAXIMUM PAYMENT BY COUNTY - \$30M, 65 NEW JOBS</b>
1	\$57,500	\$57,500
2	\$57,500	\$57,500
3	\$57,500	\$57,500
4	\$0	\$57,500
5	\$0	\$57,500
<b>Total</b>	<b>\$172,500</b>	<b>\$287,500</b>

- c. Upon payment of ad valorem taxes by Company to County for each of 2019 through 2021 or 2023, if the requirements are met, and certification by Company in the form or substantially in the form of the certificate attached hereto as Exhibit B, of Improvements made and proof of payment of taxes and verification that Company has created and maintained jobs as agreed herein, County will, within sixty (60) days, pay to Company an economic development incentive payment, the amount of which is calculated by multiplying by the appropriate grant percentage numeric value times the total ad valorem tax revenue received by County attributable to the value of the Improvements made by Company pursuant to this Agreement in excess of the assessed tax value on the site as of January 1, 2017. Regardless of the amount calculated, the maximum annual payment will be capped at \$57,500.
- d. Company shall furnish to County on or before March 5th of each calendar year, following and corresponding to the previous July 1st when taxes are billed, the certification required by this Section 7 and proof of payment of all applicable taxes. If requested, Company shall provide County, at County's expense, independent certification as to such expenditures and number of existing jobs.

### **SECTION III - OTHER**

8. Force Majeure. Notwithstanding the provisions of Paragraph 9, in the event Prysmian or Landlord is unable to meet the requirements of this Agreement as a result of (i) an event of force majeure, including but not limited to fires, explosions, acts of God, acts of public enemy, insurrections, riots, terrorism, embargoes, labor disputes, including strikes, lockouts and job actions, or boycotts; (ii) the inability to obtain the governmental permits or approvals (including zoning) necessary for the acquisition of the land or undertaking and operating the Improvements after a good faith effort to obtain same has been made; (iii) shortages of materials or energy; (iv) changes in laws; or (v) other causes beyond the control of and arising without the fault or negligence of Prysmian; then, in such event, the Improvement Period shall be extended for a period equal to the delay caused by any of the foregoing events so long as Prysmian shall (a) have furnished County on a timely basis, upon the occurrence of such event, a notice thereof, and (b) take all commercially reasonable steps necessary to relieve the effect of such event and to resume completion of the Improvements. In accord with the foregoing, should the Prysmian be unable to meet the requirements as described above as a result of a force majeure, the obligation of the County to pay as provided in Section II above, shall be suspended until such time as the

Prysmian is relieved from the effect of an event of force majeure and resumes completion of the Improvements.

9. It shall be an Event of Default if any one or more of the following events shall occur for any reason whatsoever (and whether such occurrence shall be voluntary or involuntary or come about or be effected by operation of law or pursuant to or in compliance with any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):
- a. If Prysmian, except in the event of force majeure, shall commit a material breach of a material obligation hereunder (including without limitation, the obligation to meet the investment goals and maintaining 383 permanent jobs at the facility as existed as of November 1, 2016 and, in addition, creation and maintenance of a minimum of 90% (45) of the number (50) of new jobs as set forth herein) and such breach shall continue for a period of sixty (60) or more days following receipt of written notice from County;
  - b. If Prysmian shall fail to qualify and/or maintain the requirements for eligibility and participation in agreements for State of North Carolina incentives applied for and awarded;
  - c. If Prysmian fails to timely file Exhibit A, or Exhibit B on or before March 5 of each year, following and corresponding to the previous July 1st when taxes are billed, and any qualifying incentive would be due to Prysmian, this shall be deemed a breach of the Agreement and notwithstanding paragraph 10 below, the sole remedy will be that County will not owe Prysmian any incentive that may have otherwise been due had those filings properly been made when due.
  - d. If any material representation, warranty or other statement of fact contained in this Agreement or in any final writing, certificate, report or statement furnished by Prysmian to County in connection with the transaction described in this Agreement, shall, to Prysmian' knowledge, to be false or misleading in any material respect at the time given;
  - e. If Prysmian shall be unable to pay its debts generally as they become due; files a petition to take advantage of any insolvency statute; makes an assignment for the benefit of creditors; commences a proceeding for the appointment of a receiver, trustee, liquidator or conservator of themselves or of the whole or any substantial part of their property; files a petition or answer seeking reorganization or arrangement of similar relief under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state;
  - f. If County, except in the event of force majeure, fails to pay Prysmian when such payment is due or is otherwise unable to pay its debts generally as they become due; files a petition to take advantage of any insolvency statute; makes an assignment for the benefit of creditors; commences a proceeding for the appointment of an emergency manager, receiver, trustee, liquidator or conservator or any similar entity; files a petition or answer seeking reorganization or arrangement of similar relief under the federal bankruptcy

laws or any other applicable law or statute of the United States of America or North Carolina;

- g. If a Court of competent jurisdiction shall enter an order, judgment, or decree appointing a custodian, receiver, trustee, liquidator, or conservator of Prysmian or of the whole or any substantial part of their properties, or approves a petition filed against Prysmian seeking reorganization or arrangement of similar relief under the federal bankruptcy laws or any other applicable law or statute; or if, under the provisions of any other law for the relief or aid of debtors, a court of competent jurisdiction shall assume custody or control of Prysmian or of the whole or any substantial part of their properties;
  - h. If a Court of competent jurisdiction shall enter an order, judgment, or decree appointing an emergency manager, custodian, receiver, trustee, liquidator, or conservator or any similar entity for County, or approves a petition filed against County seeking reorganization or arrangement of similar relief under the federal bankruptcy laws or any other applicable law or statute; or if, under the provisions of any other law for the relief or aid of debtors, a court of competent jurisdiction shall assume custody or control of County; or
  - i. If Prysmian shall allow its taxable assets, employment and average wage amounts to fall below the minimum values agreed upon in this Agreement, as each of the same pertain to the facility contemplated by this Agreement.
- 10. County Remedy: If Prysmian fails to cure an Event of Default for which it receives written notice from County, the obligation of County as set out herein shall terminate, and Prysmian shall immediately refund to County all economic development incentive payments paid to Prysmian prior to the date of the Event of Default plus interest at the rate of prime plus one percent (1%). The date the prime interest rate shall be determined shall be the date the Prysmian receives the notice of the Event of Default and prime will be the prime rate as published in the *Wall Street Journal (WSJ)*. Prysmian shall, as it relates to an Event of Default, have sixty (60) days after receipt of the notice required above, to cure the Event of Default.
- 11. Prysmian Remedy: If County fails to cure an Event of Default for which it receives written notice from Prysmian, the obligations of Prysmian as set out herein shall terminate. County shall, as it relates to an Event of Default, have sixty (60) days after receipt of the notice required above, to cure the Event of Default.
- 12. Prysmian and County acknowledge that any monies appropriated and expended by County for economic development incentives, as provided in this Agreement, are for a bona fide public purpose and are expended in good faith reliance on NCGS 158-7.1. In the event a Court of competent jurisdiction rules to which either Prysmian or County is a party, that all monies expended by County pursuant to this Agreement were not offered and accepted in good faith and in compliance with NCGS 158-7.1 and, further, that such monies must be repaid, Prysmian will make such repayment to County. In the event one or more lawsuits are brought against County or any County elected official, officer, agent or employee, or Prysmian, challenging the legality of this Agreement, then County and Prysmian shall exercise their best efforts to defend against any and all such lawsuits, at their own cost and expense.

13. All notices, certificates or other communications required or permitted to be given or served hereunder shall be deemed given or served in accordance with the provisions of this Agreement if the notice is (i) mailed in a sealed wrapper and is deposited in the United States mail, certified mail, return receipt requested, postage prepaid, or (ii) deposited with a national overnight courier service that retains receipts for its deliveries, properly addressed as follows:

County of Catawba: Catawba County  
Attn: County Manager  
PO Box 389  
Newton, NC, 28658

Copy to: County Attorney  
Attn: Debra Bechtel, County Attorney  
PO Box 389  
Newton, NC, 28658

Prysmian: Prysmian  
Attn: Steve Linden, Industrial Director  
2512 Penny Road  
Claremont, NC, 28610

County or Prysmian may, by notice given to the other, designate any further or different addresses to which notices, certificates, requests or other communications shall be sent.

14. This Agreement shall inure to the benefit of, and is binding upon, County and Prysmian and their respective successors and assigns. However, neither this Agreement, nor any rights, privileges, nor claims created by this Agreement may be transferred by Prysmian without the prior, written approval of County, which approval will not be unreasonably withheld.
15. Except as otherwise provided in this Agreement, this Agreement may not be amended, changed, modified or altered except by written agreement of the parties.
16. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions of this Agreement.
17. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such fully-executed counterpart.
18. Controlling Law and Venue. This Agreement is governed by and shall be construed in accordance with the laws of the State of North Carolina; venue of any action shall be in the general courts of justice in Catawba County, or if in Federal court in the Western District of North Carolina.

19. The term of this Agreement shall commence on the date of execution and expire upon payment by County of all payments due to Prysmian and Prysmian fulfilling all of its requirements including real and personal property investments and the creation and maintenance of jobs, unless earlier terminated as provided herein.
20. Both Prysmian and County acknowledge and stipulate that this Agreement is the product of mutual negotiation and bargaining and that it has been drafted by Counsel for both Prysmian and County.

**IN WITNESS WHEREOF** the parties hereto have set their hands and seals as of the day and year first above written.

**County of Catawba,**  
A North Carolina Body Politic

**Attest:**  
**(SEAL)**

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

\_\_\_\_\_  
Barbara E. Morris, Clerk

**PRYSMIAN**

By: \_\_\_\_\_ **(Seal)**  
Daniele Mazzearella, CFO North America

**STATE OF NORTH CAROLINA  
COUNTY OF CATAWBA**

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

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

[Seal]

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

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

**STATE OF NORTH CAROLINA  
COUNTY OF CATAWBA**

I, \_\_\_\_\_ a Notary Public of said County and State, do certify that Daniele Mazzeella, CFO North America, personally appeared before me this day and acknowledged on behalf of PRYSMIAN the voluntary due execution of the foregoing document, all for the purposes therein expressed.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

[Seal]

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

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

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

\_\_\_\_\_ Robert Miracle, Catawba County Finance Director

Approved as to form on behalf of County of Catawba only:

\_\_\_\_\_ Debra Bechtel, County Attorney



**EXHIBIT A**  
Joint Economic Development Agreement  
Between County of Catawba and Prysmian

**CERTIFICATE**

**TO:           Catawba County**

This Certificate is delivered pursuant to paragraph 1.1 and paragraph 9 of the Joint Economic Development Agreement (the "Agreement"), dated \_\_\_\_\_, 201\_, between Catawba County ("County") and PRYSMIAN CABLES AND SYSTEMS USA, LLC ("Prysmian"). Any capitalized term not otherwise defined herein shall have the meaning assigned to such term in the Agreement.

I, \_\_\_\_\_, do hereby certify, for and on behalf of Prysmian, that:

- (a) Prysmian owns the real property necessary for the Improvements; and
- (b) Prysmian will create, maintain and make available a minimum of 50 net new jobs (in addition to the existing 383 jobs as of November 1, 2016) prior to December 31, 2019 and the overall average weekly wage will equal or exceed the 100% Average Weekly Wage established for Catawba County by the North Carolina Department of Commerce's Wage Standards for each year that County pays Prysmian the economic development incentive provided for herein; and
- (c) Prysmian agrees to comply with the Calendar of Responsibilities listed below.

**Calendar of Responsibilities:**

- By January 5: Prysmian makes payment to County according to Tax Listing filed by January 31<sup>st</sup> of the previous year unless extension is requested and approved for April 15<sup>th</sup>. Any extension request must be filed by January 31<sup>st</sup>.
- By March 5: Prysmian must provide Exhibit A and Exhibit B, supporting documents and proof of payment and/or compliance as required within Agreement.
- By April 15: Prysmian must provide Real/Personal Property Tax listings to County Tax Office.
- By April 22: County Tax Office to provide Tax Listing on Specified Accounts.\*

\*Note: This is not a company responsibility.

Dated at Catawba County, North Carolina, this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**Prysmian**

BY: \_\_\_\_\_

Daniele Mazzearella, CFO North America

**EXHIBIT B**

Joint Economic Development Agreement  
Between County of Catawba and Prysmian

**CERTIFICATE**

**TO: Catawba County**

This Certificate is delivered pursuant to Section 7 and Section 9 of the Joint Economic Development Agreement ("the "Agreement") dated \_\_\_\_\_, 201\_\_, between Catawba County ("County") and PRYSMIAN CABLES AND SYSTEMS USA, LLC ("Prysmian"). Any capitalized term not otherwise defined herein shall have the meaning assigned to such term in the Agreement.

Prysmian does hereby certify that:

- (a) The following improvements were made during the 20\_\_ Calendar Year: \_\_\_\_\_;
- (b) The following jobs were created during the 20\_\_ Calendar Year: \_\_\_\_\_  
(please attach the most recent quarterly Form NCUI 101);
- (c) The average wage of all of those employed at the \_\_\_\_\_ Claremont facility during the 20\_\_ Calendar Year is as follows: (Wage Forms Total Payroll divided by number of employees) \_\_\_\_\_;
- (d) Total cumulative personal property valuation installed at the \_\_\_\_\_ facility during the 20\_\_ Calendar Year \_\_\_\_\_; and
- (e) Proof of taxes paid is attached to this certificate.

Dated at Catawba County, North Carolina, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Prysmian**

\_\_\_\_\_  
BY: NAME, POSITION

**Attachments (required):**

Current Year Catawba County personal and real property Tax Listing information as reported to Catawba County Tax Office, Most recent quarterly Form NCUI 101, Proof of taxes paid in full.

**Calendar of Responsibilities:**

- By January 5: Prysmian makes payment to County according to Tax Listing filed by January 31<sup>st</sup> of the previous year unless extension is requested and approved for April 15<sup>th</sup>. Any extension request must be filed by January 31<sup>st</sup>.
- By March 5: Prysmian must provide Exhibit A and Exhibit B, supporting documents and proof of payment and/or compliance as required within Agreement.
- By April 15: Prysmian must provide Real/Personal Property Tax listings to County Tax Office.
- By April 22: County Tax Office to provide Tax Listing on Specified Accounts.\*

\*Note: This is not a company responsibility.

## MEMORANDUM

TO: Catawba County Board of Commissioners

FROM: Chris Timberlake, Senior Planner

DATE: April 17, 2017

IN RE: Rezoning Request – Planned Development-Conditional District for a Multi-family Apartment Complex, Meridian Pointe

---

### REQUEST

The Board of Commissioners to conduct a public hearing to consider a favorable recommendation from the Planning Board to rezone approximately 9.9 acres (two parcels) from Highway Commercial (HC) and Rural Commercial (RC) to Planned Development-Conditional Zoning (PD-CD) for an 80-unit multi-family apartment development.

### REVIEW/BACKGROUND

#### Land Use and Zoning of the Subject Properties

Parcel 1A is located at 6146 East NC 150 Highway, identified by Parcel Identification Number 3696-05-19-8586, and is zoned Rural Commercial. A residence exists on the parcel. Parcel 1B is identified by Parcel Identification Number 3696-05-19-7083, and is split-zoned Highway Commercial and Rural Commercial. An off-premise sign (billboard) exists on the property that is otherwise undeveloped. Both properties are included in the Highway 150 Corridor Plan study area and Mountain Creek Township.

#### Adjacent Properties

- **North** – Parcels 9, 10, and 11, on the attached maps, are zoned R-20 Residential. The R-20 district is a medium-density district requiring a minimum lot size of 20,000 square feet or 15,000 square feet with water or sewer. Single-family residences exist on Parcels 9 and 11. Parcel 10 is undeveloped.
- **South** – Parcels 5, 6, 7, and 8, on the attached maps, are zoned R-20 Residential. Single-family residences exist on parcels 5, 6, and 7. Parcel 8 is undeveloped.
- **East** – Parcel 4, on the attached maps, is zoned Highway Commercial. Two buildings exist on the parcel. Parcel 3 is zoned Rural Commercial and is the location of Steele Rubber Products.
- **West** – Parcel 2, on the attached maps, is zoned R-20 Residential and is the location of a single-family residence.

### Rezoning and Planning History of Subject Parcels and Surrounding Area

September 2002 – Approximately 1.4 acres of Parcel 1B was rezoned from C-1 Commercial (now known as Rural Commercial) to C-2 Commercial (now known as Highway Commercial) to provide for specialty retail shops.

### Zoning Standards and Project Description

Wynnefield Properties proposes to develop Meridian Pointe Apartments, consisting of three buildings that will contain 80 residential units, a building for a residential computer center and multi-purpose room, and exercise room, a covered picnic area, playground, and outdoor sitting areas. Brick and hardiboard siding and shakes will make up the predominant exterior material. The conceptual site plans indicate the majority of mature vegetation will remain and additional landscape buffers and parking area landscaping will be provided. Setbacks for the development must be a minimum of 50 feet when adjacent to other residential districts and 35 feet when adjacent to all other districts. The setbacks need to be adjusted on the plan but will not affect the proposed building locations. Combining the two parcels is required prior to development.

Parcels 1A and 1B are located within the Watershed Protection-Overlay (WP-O) WS-IV Protected Area and Mixed Use Corridor-Overlay district, which have specific regulations. In order to comply with the Watershed Protection Overlay, the project cannot exceed 24% (103,603 square feet, 2.37 acres) built-upon area. The site plan lists the built upon area at 23.4% (2.34 acres) meeting requirements. The developers must submit an Erosion and Sedimentation Control Plan to the County since the development will disturb more than one (1) acre.

The Planned Development district allows for maximum square footage based on a floor area ratio of 1:2 (1 sq. ft. of floor area per 2 sq. ft. of land). This ratio provides for a maximum of 143,892 square feet of floor area. The applicant is proposing approximately 85,040 square feet under roof.

Open space is required based on the number of residential units proposed (2,500 sq. ft. open space 80 = 4.59 acres). The project will provide approximately 7.53 acres of open space.

### Utilities

Public water and sewer are available along East NC 150 Highway. The applicant consulted with Catawba County Utilities and Engineering about existing utilities. Sufficient capacity is available to serve the project. It is the developer's intent to connect to the existing utilities.

### Transportation

The 2035 Greater Hickory Urban Area Long Range Transportation Plan lists East NC 150 Highway as a boulevard. Average daily traffic counts taken in 2015 taken east and west of the site measured 13,000 and 12,000 vehicles per day respectively. The estimated capacity of this particular span of NC 150 is approximately 15,000 vehicles per day (VPD) based upon the existing road width.

NCDOT has released preliminary plans (Project R2307-A) for widening East NC 150 Highway depicting a 4-lane superstreet design. Staff anticipates right-of-way acquisition beginning in 2027; however, the project is currently unfunded.

Wynnefield Properties discussed the project with NCDOT. Future road widening should not affect the proposed development.

#### Land Use Plan

The Highway 150 Corridor Plan, adopted on September 8, 2014, provides land use recommendations. Map 6, titled “Future Land Use & Economic Opportunity”, recommends a future use of the property for mixed-use, commercial, or multi-family development. The request is consistent with the adopted land use plan.

#### Staff Recommendation

Staff recommends the Planning Board submit a favorable recommendation to the Board of Commissioners to rezone the 9.91 acres from Highway Commercial and Rural Commercial to PD-CD Planned Development-Conditional Zoning District allowing for the multi-family development based upon:

- 1) The request being consistent with the adopted land use plan (Highway 150 Corridor Plan);
- 2) The proposed high-density residential development offering a transition between non-residential uses and lower density single-family residential uses;
- 3) Existing public utilities (water and sewer) are available to support higher density development of the site; and
- 4) The proposed conceptual plans and elevation drawings submitted by Borum, Wade, and Associates and Martin Riley Associates but with modification to the setbacks as required by the Unified Development Ordinance.

#### Planning Board Hearing Discussion

The Planning Board held a public hearing on April 3, 2017 to consider the request. Mr. Craig Stone spoke on behalf of Wynnefield Properties, Inc., stated that they are interested in bringing a \$10 million investment to the community and are committed to quality, and continued upkeep. Ms. Laura Gargiulo, owner of MLM Distributing located to the east, felt the apartment complex would cause site line issues for trucks that pull out of their property. Ed Neill commented that the buildings should probably be farther from NC 150 Highway and may reduce some of the grading cut. Mr. Stone said his company is amenable to pushing the buildings back if necessary. There were no other questions or concerns from the board.

#### **PLANNING BOARD RECOMMENDATION**

The Planning Board voted 8 – 0 to submit a favorable recommendation to the Board of Commissioners to rezone approximately 9.9 acres (two parcels) from Highway Commercial (HC)

and Rural Commercial (RC) to Planned Development-Conditional Zoning (PD-CD) for an 80-unit multi-family apartment development based upon:

- 1) The request being consistent with the adopted land use plan (Highway 150 Corridor Plan);
- 2) The proposed high-density residential development offering a transition between non-residential uses and lower density single-family residential uses;
- 3) Existing public utilities (water and sewer) are available to support higher density development of the site;
- 4) The proposed conceptual plans and elevation drawings submitted by Borum, Wade, and Associates and Martin Riley Associates but with modification to the setbacks as required by the Unified Development Ordinance; and
- 5) The applicant's willingness to locate the structures further from the NC 150 Highway right-of-way.

#### Post Planning Board Discussion

Two adjacent property owners have contacted the Planning Department and asked if a fence could be constructed on the proposed site that would deter residents from leaving the western and northern sides of the property where cattle is located off-site. The applicant is also amenable to constructing a fence in the approximate location shown on the attached site plan, as an additional condition.

***Applicant***

Wynnefield Properties, Inc.

***Request***

Rezone approximately 9.9 acres (two parcels) from Highway Commercial and Rural Commercial to Planned Development-Conditional Zoning District

***Location***










6146 East NC 150 Highway

***Date***

April 17, 2017

# REZONING REQUEST MAP

Applicant: Wynnefield Properties, Inc  
 Owner: Joan Gardner  
 PIN - 3696-05-19-7083 and 3696-05-19-8586  
 HC Highway Commercial and RC Rural Commercial  
 to PD-CD Planned Development-Conditional Zoning District

-  Subject Parcels
-  Structures
-  Water Lines
-  Sewer Lines
-  Parcels
- County Zoning**
-  HC
-  RC
-  R-20
-  R-40

1 Through 11 - See Adjacent Property Owner List



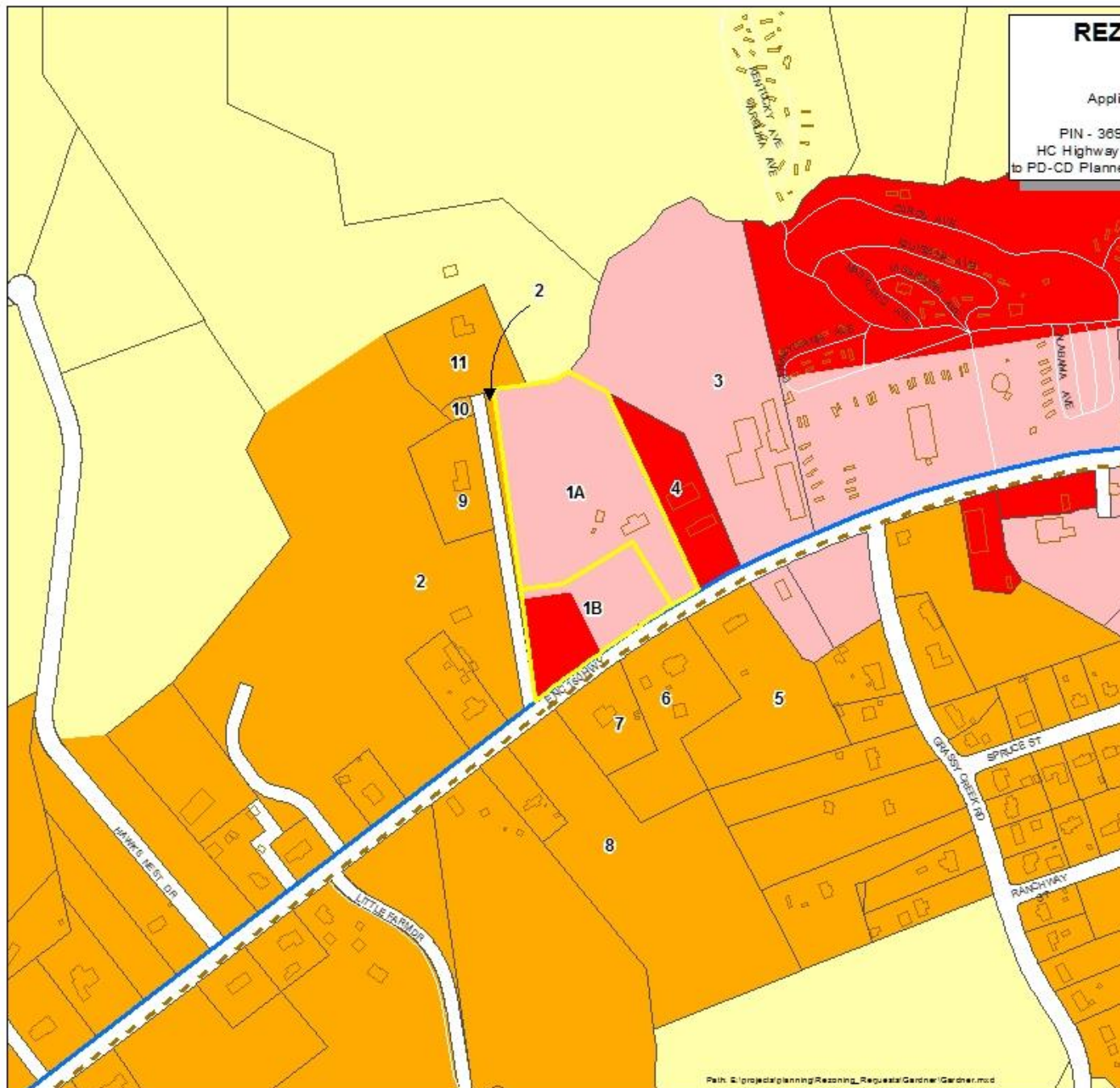
1 inch = 450 feet

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## FOCUS AREA



CATAWBA COUNTY, NC







# REZONING REQUEST MAP

Applicant: Wynnefield Properties, Inc

Owner: Joan Gardner

PIN - 3696-05-19-7083 and 3696-05-19-8586

HC Highway Commercial and RC Rural Commercial  
to PD-CD Planned Development-Conditional Zoning District

 Subject Parcels  
 Parcels

1 Through 11 - See Adjacent Property Owner List



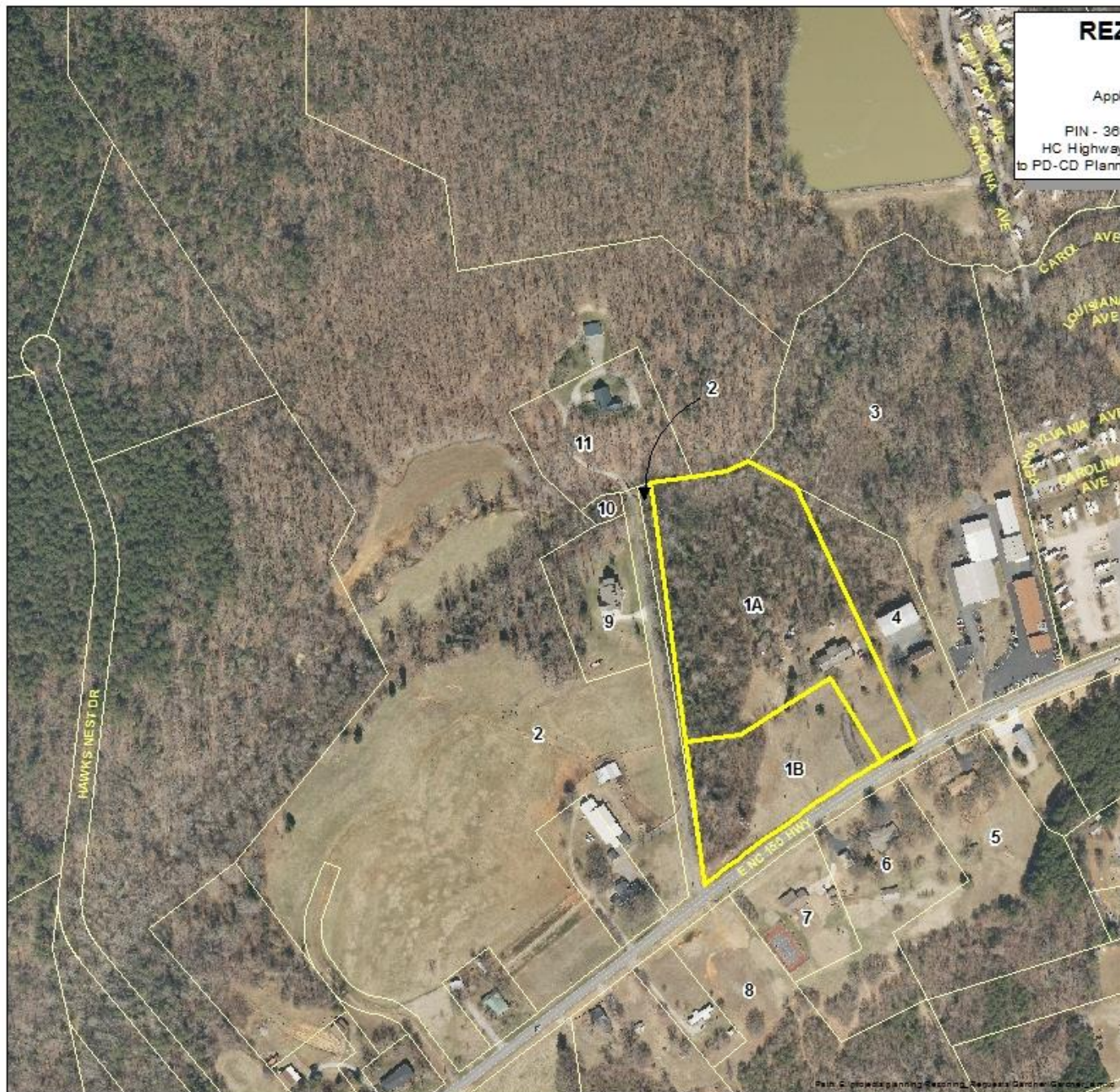
1 inch = 350 feet

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FOCUS AREA












CATAWBA COUNTY, NC





# REZONING REQUEST MAP

Applicant: Wynnefield Properties, Inc  
 Owner: Joan Gardner  
 PIN - 3696-05-19-7083 and 3696-05-19-8586  
 HC Highway Commercial and RC Rural Commercial  
 to PD-CD Planned Development-Conditional Zoning District

-  Subject Parcels
-  Structures
-  FPM-O
-  MUC-O
-  Parcels
-  WSIV-C
-  WSIV-P
-  Water Lines
-  Sewer Lines

1 Through 11 - See Adjacent Property Owner List



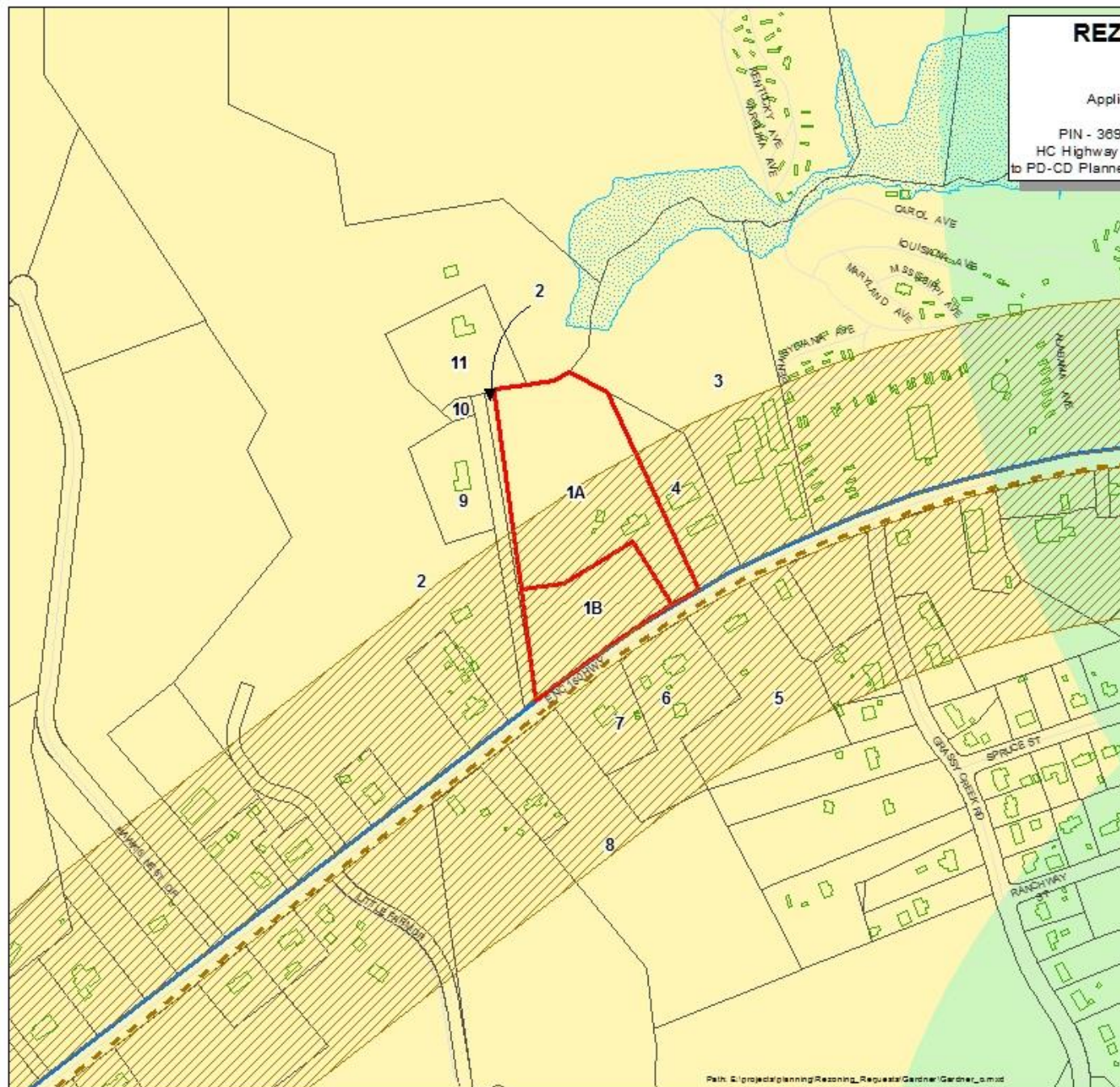
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## FOCUS AREA



CATAWBA COUNTY, NC










# REZONING REQUEST MAP

Applicant: Wynnefield Properties, Inc

Owner: Joan Gardner

PIN - 3696-05-19-7083 and 3696-05-19-8586

HC Highway Commercial and RC Rural Commercial  
to PD-CD Planned Development-Conditional Zoning District

-  Subject Parcels
-  Creeks
-  Contour Lines
-  Structures
-  Parcels

1 Through 11 - See Adjacent Property Owner List



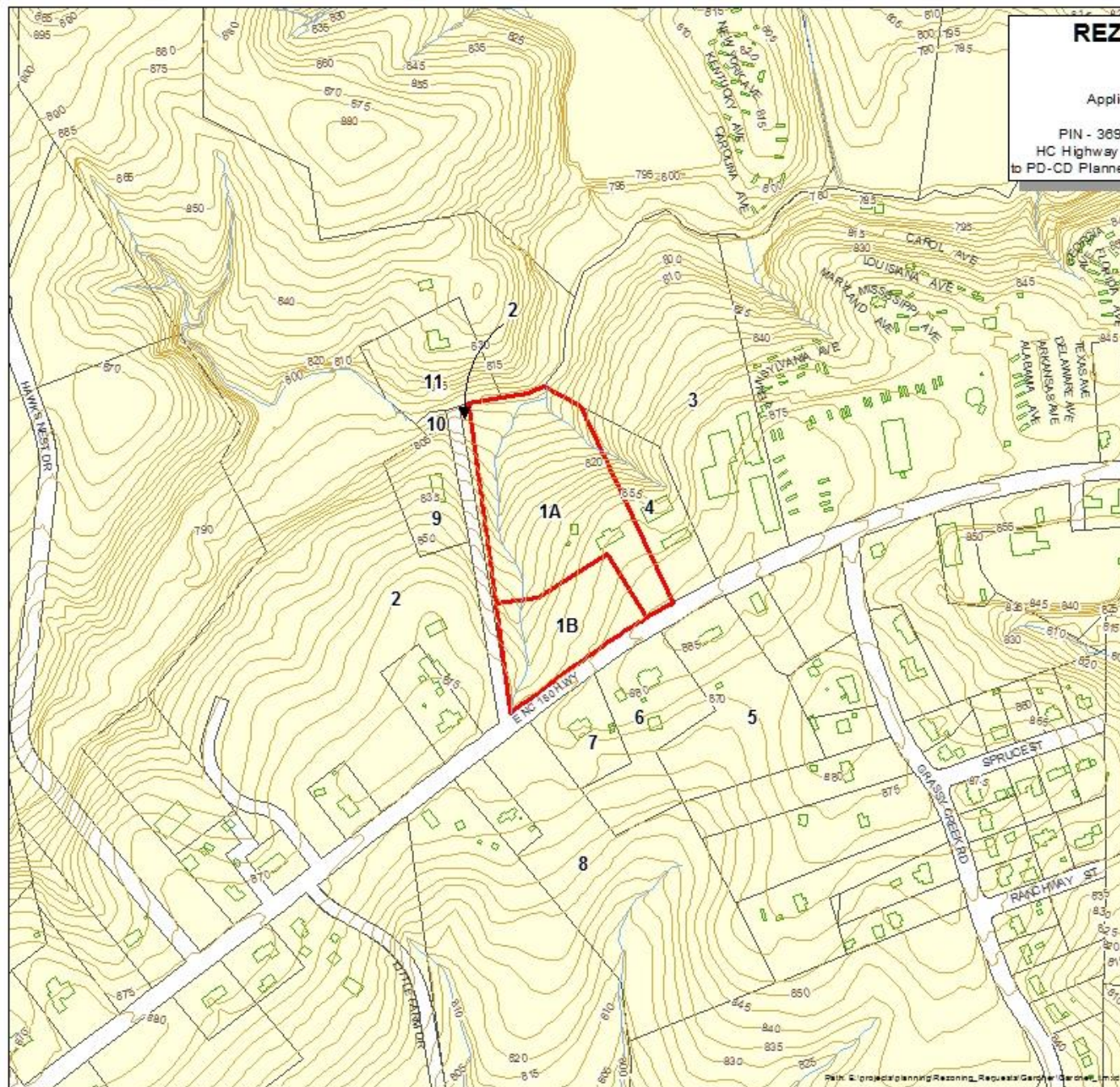
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## FOCUS AREA



CATAWBA COUNTY, NC





# Subject & Adjacent Properties

North

West

East

South



© 2017 Pictometry



# Subject Property



03/17/2017



03/17/2017



03/17/2017

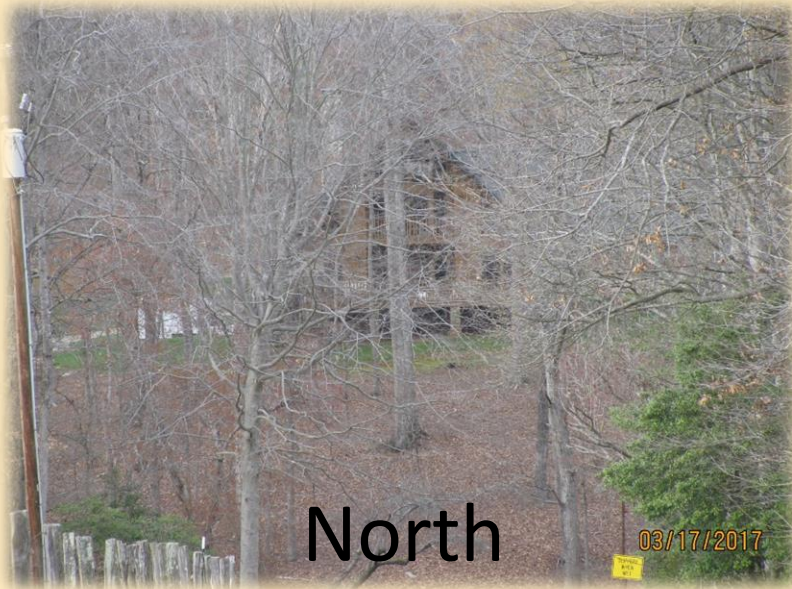


# Adjacent Properties





# Adjacent Properties



# Review – Existing and Proposed Zoning

- Rural Commercial district provides areas for offices, services, and retail designed in scale with surrounding residential uses.
- Highway Commercial district provides areas for regional highway-oriented businesses, office, service and civic uses.
- The Planned Development-Conditional Zoning (PD) district is established to consider firm development proposal for specific uses. Allows for negotiated specific standards beyond those associated with general districts.



# MERIDIAN POINTE APARTMENTS

DENVER, NC

1-18-2017

## REQUIRED SITE AMENITIES:

- A. PLAYGROUND - (10' MIN. x BENCH)
- B. MULTI-PURPOSE ROOM (MIN. 250 SQ. FT.)
- C. COVERED PICNIC AREA - (100 SQ. FT. w/ 2 TABLES & GRILL)

## ADDITIONAL AMENITIES:

- D. OUTDOOR SITTING AREAS w/ BENCHES - (MIN. 8 LOCATIONS)
- E. EXERCISE ROOM - (10' MIN. EQUIPMENT)
- F. RESIDENT COMMUNITY CENTER - (MIN. 2 COMPUTERS)

## SITE INFORMATION:

SITE: 9.74 ACRES  
 DENSITY: 8.21 UNITS/ACRES  
 BUILDINGS: (1) 1 STORY CLUBHOUSE  
 (2) 1 STORY APARTMENT BUILDING  
 (3) 2/3 STORY APARTMENT BUILDING  
 SWIMMING: 1/8R  
 PARKING SPACES: 150 PROVIDED @ 2 PER UNIT

## UNIT INFORMATION:

UNIT MIX	SQ. FT./UNIT	PROG. REQ.
1 BR (A) UNITS	~ 22	2.0
2 BR (B) UNITS	~ 35	2.0
3 BR (C) UNITS	~ 20	2.0
4 BR (D) UNITS	~ 15	2.0
TOTAL	~ 80 UNITS	8.0

Unit Type	Unit Count	Unit Net Area	No. of Units	Proposed Total	Net Total
10'x10'x10' 1/2"	375	375	12	180.0	180.0
10'x10'x10' 1/2"	607	1,015	16	2,412.0	2,412.0
10'x10'x10' 1/2"	1,126	1,127	25	2,567.5	2,567.5
10'x10'x10' 1/2"	1,125	1,125	12	1,350.0	1,350.0
Total			65	7,510.5	7,510.5



MARTIN RILEY ASSOCIATES - ARCHITECTS, P.C.  
 25 CHURCH STREET SUITE 300 DEKALB GEORGIA 30033 404-555-3300

MERIDIAN POINTE APARTMENTS  
 DENVER, NC



NOT RELEASED FOR CONSTRUCTION

Maximum of 80 units

Playground, Multi-purpose room,  
Outdoor areas

Additional landscape buffering

<24% built upon area (2.33 acres BUA)





# Transportation

- East NC 150 Highway is considered a boulevard in the 2035 Greater Hickory Urban Area Long Range Transportation Plan.
- Average daily traffic counts taken in 2015 taken east and west of the site measured 13,000 and 12,000 vehicles per day respectively.
- The capacity of this particular span of NC 150 is estimated to be approximately 15,000 vehicles per day (VPD) based upon the existing road width.
- NCDOT has released preliminary widening plans for East NC 150 Highway that depicts a 4-lane superstreet design.
- Right-of-way acquisition is anticipated in 2027 although the project is currently unfunded.
- Wynnefield Properties discussed the project with NCDOT. Future road widening should not affect the proposed development.

# Utilities

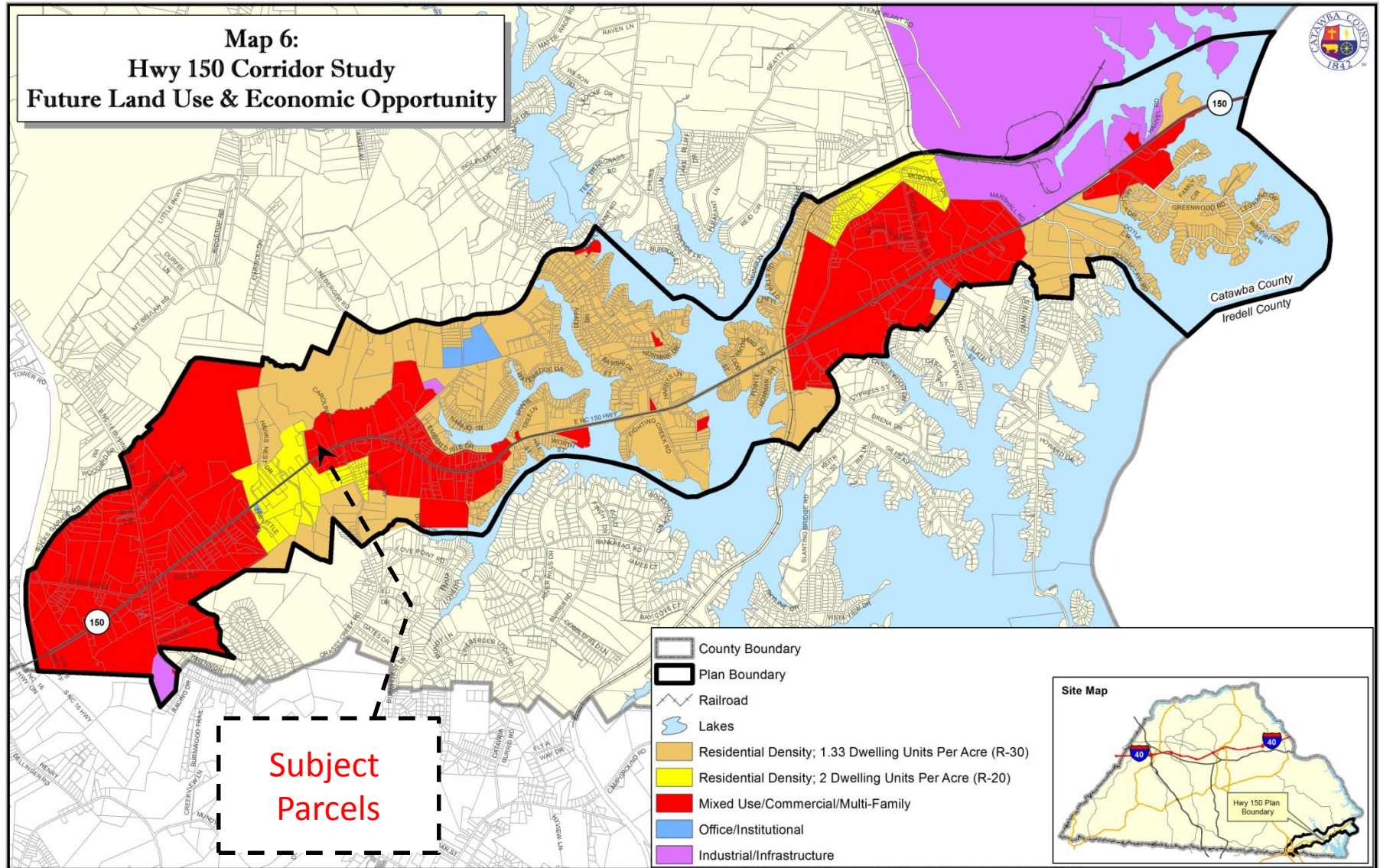
- Public water exists along NC Highway 150.
- Public sewer exists along NC Highway 150.
- The applicant consulted with Catawba County Utilities and Engineering about existing utilities.
- Sufficient capacity is available to serve the project.
- It is the developer's intent to connect to the existing utilities.

# Land Use Plan

- The Highway 150 Corridor Plan, that was adopted on September 8, 2014, provides land use recommendations.
- Map 6, titled “Future Land Use & Economic Opportunity”, recommends future use of the properties for mixed-use, commercial, or multi-family development.
- The request is consistent with the adopted land use plan.



# Future Land Use Recommendations



# Planning Board Public Hearing Discussion

- The Planning Board held a public hearing on April 3, 2017 to consider the request.
- Mr. Craig Stone spoke on behalf of Wynnefield Properties, Inc., stated that they are interested in bringing a \$10 million investment to the community and are committed to quality, and continued upkeep.
- The owner of MLM Distributing located to the east felt the apartment complex would cause site line issues for trucks that pull out of their property.
- Ed Neill commented that the buildings should probably be farther from NC 150 Highway. That would certainly resolve any site line issues and may reduce some of the grading cut.
- Mr. Stone said his company is amenable to pushing the buildings back if necessary.
- There were no other questions or concerns from the board.

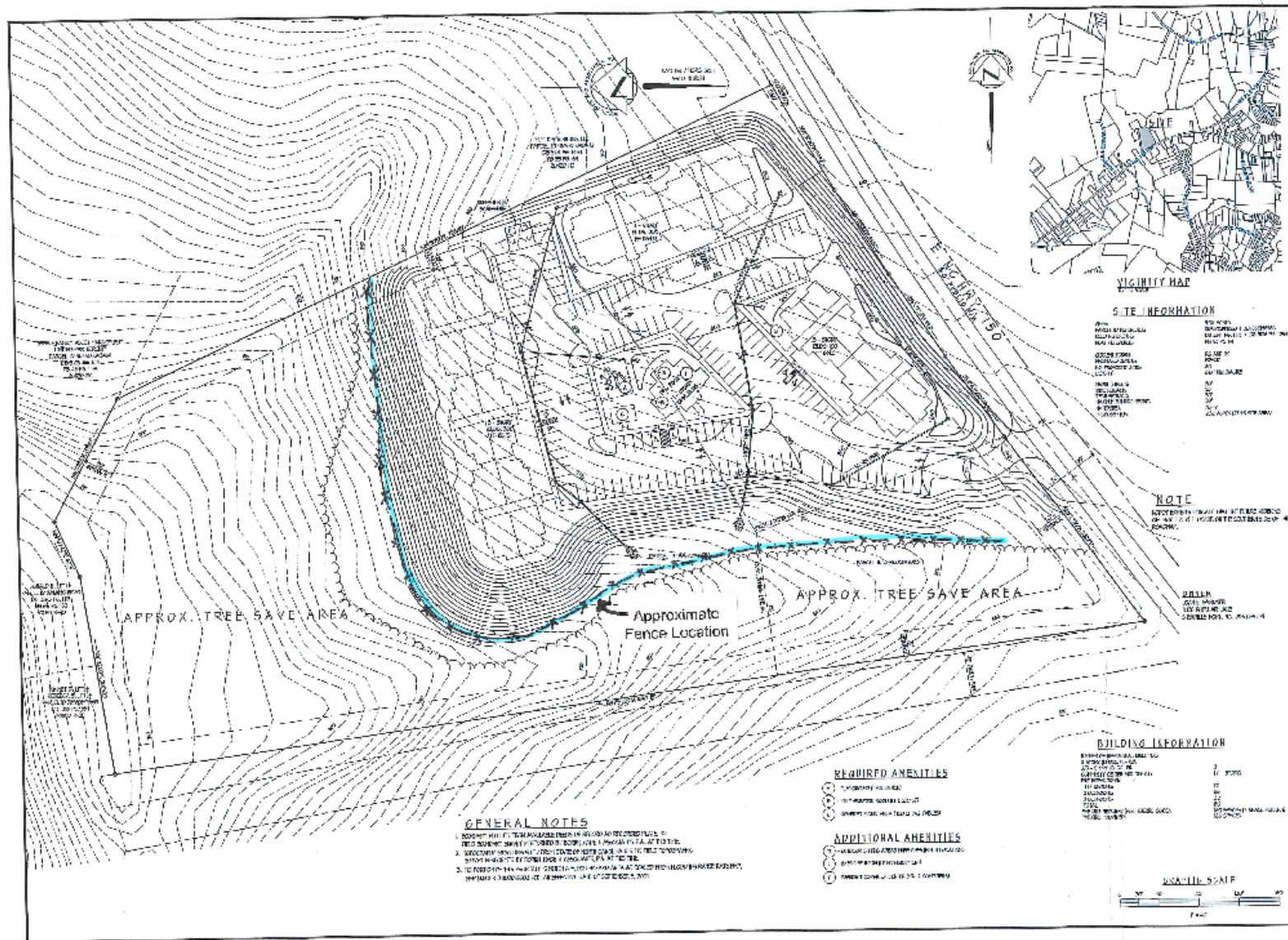
# Recommendation

The Planning Board voted 8 – 0 to submit a favorable recommendation to the Board of Commissioners to rezone approximately 9.9 acres (two parcels) from Highway Commercial (HC) and Rural Commercial (RC) to Planned Development-Conditional Zoning (PD-CD) for an 80-unit multi-family apartment development based upon:

- 1) The request being consistent with the adopted land use plan (Highway 150 Corridor Plan);
- 2) The proposed high-density residential development offering a transition between non-residential uses and lower density single-family residential uses;
- 3) Existing public utilities (water and sewer) are available to support higher density development of the site;
- 4) The proposed conceptual plans and elevation drawings submitted by Borum, Wade, and Associates and Martin Riley Associates but with modification to the setbacks as required by the Unified Development Ordinance; and
- 5) The applicant's willingness to locate the structures further from the NC 150 Highway right-of-way.



# Concept Plan with Approximate Fence



**PROJECT INFORMATION**

Project Name: Meridian Point Apartments

Project Location: 6146 E. 16th Ave., Denver, CO 80202

Project Owner: Meridian Point Apartments, LLC

Project Architect: [Firm Name]

Project Engineer: [Firm Name]

**PROJECT INFORMATION**

Project Name: Meridian Point Apartments

Project Location: 6146 E. 16th Ave., Denver, CO 80202

Project Owner: Meridian Point Apartments, LLC

Project Architect: [Firm Name]

Project Engineer: [Firm Name]

**PROJECT INFORMATION**

Project Name: Meridian Point Apartments

Project Location: 6146 E. 16th Ave., Denver, CO 80202

Project Owner: Meridian Point Apartments, LLC

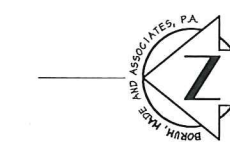
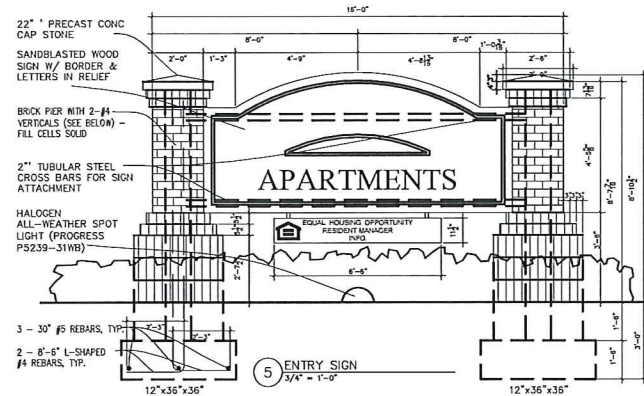
Project Architect: [Firm Name]

Project Engineer: [Firm Name]

**ZONING SKETCH**

**7-1**





MLM DISTRIBUTING, LLC  
PARCEL ID 364605290412  
DB 318 PG. 1464  
FB 53 PG. 64  
ZONED HC

STEELE FAMILY ASSET MANAGEMENT  
LIMITED PARTNERSHIP  
PARCEL ID 364605243464  
DB 2106 PG. 614  
FB 45 PG. 75A  
ZONED RG

DONALD B. LITTLE  
PARCEL ID 364605018880  
DB 3245 PG. 1115  
FB 66 PG. 152  
ZONED R-40

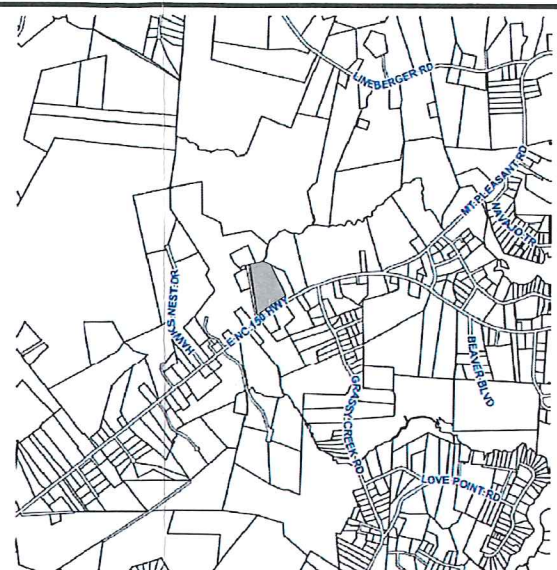
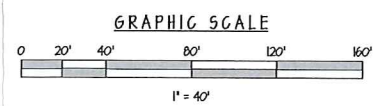
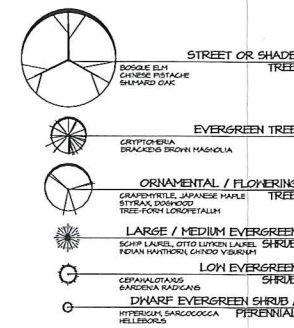
KIMMET D. LITTLE  
REBECCA S. LITTLE  
PARCEL ID 364605188834  
DB 1255 PG. 594  
ZONED R-20

APPROX. TREE SAVE AREA

APPROX. TREE SAVE AREA

OWNER  
JOAN E. GARDNER  
8136 POPULAR LANE  
SHERRILLS FORD, NC. 28673-4154

# PLANTING LEGEND



**BWA** Engineers  
Planners  
Surveyors  
Borum, Wade and Associates, P.A.  
621 Engine Court, Suite 100, Greensboro, NC 27401-3711  
PO Box 21853 Greensboro, NC 27402-1852  
Phone: 336-275-0471 Fax: 336-275-3719  
Web: www.borum-wade.com  
N.C. License #: C-6885

PROJECT:

MERIDIAN POINTE  
APARTMENTS  
6146 E. NC 150 HWY.  
MOUNTAIN CREEK TOWNSHIP, CATAMBA COUNTY  
DENVER, NORTH CAROLINA

DEVELOPER:  
WYNNEFIELD PROPERTIES, INC.  
PO BOX 345 | 5614 RIVERDALE DRIVE  
JAMESTOWN, NORTH CAROLINA 27282  
(336) 454-6134  
CONTACT: DAVIS RAY

DRAWN BY: MRO/DTD  
DATE: FEB. 10, 2011  
REVISIONS:  
MAR. 1, 2011 - TREE SAVE AREA ADDED

SHEET TITLE:  
SCHEMATIC  
LANDSCAPE  
PLAN

FILE NO.: F:\Wynnefield\Meridian\LS-SKETCH  
DRAWING SCALE: 1" = 40'  
PLAN SHEET NO.

Z - 2

### Subject and Adjacent Property Owners List

Number	PIN	Owner	Owner2	Address	City	State	Zip	Bldg #	Street Name	Acres
1A	369605198586	JOAN E GARDNER		8736 POPULAR LN	SHERRILLS FORD	NC	28673-9754	6146	E NC 150 HWY	6.9
1B	369605197083	JOAN E GARDNER		8736 POPULAR LN	SHERRILLS FORD	NC	28673-9754		E NC 150 HWY	3.01
2	369605098880	DONALD B LITTLE		6086 HIGHWAY 150 E	DENVER	NC	28037-6775	6040	E NC 150 HWY	50.97
3	369605293469	STEELE FAMILY ASSET MANAGEMENT LIMITED PARTNERSHIP		6180 HIGHWAY 150 E	DENVER	NC	28037-9650	6180	E NC 150 HWY	11.51
4	369605290472	MLM DISTRIBUTING LLC		6164 E NC 150 HWY	DENVER	NC	28037-9650	6164	E NC 150 HWY	2.36
5	369605284732	CURTIS WILLIAM THOMPSON	DEREK REID THOMPSON	1635 BEECHWOOD RD	YADKINVILLE	NC	27055-6604	6169	E NC 150 HWY	4.79
6	369605280892	BROUXIE ALLEN BOLICK	CAROLYN C BOLICK	6153 HIGHWAY 150 E	DENVER	NC	28037-9650	6153	E NC 150 HWY	3.36
7	369605188636	BRADLEY OTHA BOLICK	CHRISTY J BOLICK	6110 HIGHWAY 150 E	DENVER	NC	28037-9650	6119	E NC 150 HWY	1.59
8	369605280223	BROUXIE ALLEN BOLICK	CAROLYN C BOLICK	6153 HIGHWAY 150 E	DENVER	NC	28037-9650			9.84
9	369605193436	RICHARD HUDSON	LEANN L HUDSON	6098 HIGHWAY 150 E	DENVER	NC	28037-6775	6098	E NC 150 HWY	1.74
10	369605193740	KIMMIT D LITTLE	REBECCA S LITTLE	6104 E NC 150 HWY	DENVER	NC	28037-9650		E NC 150 HWY	0.14
11	369605193838	KIMMET DONALD LITTLE	REBECCA S LITTLE	6104 E NC 150 HWY	DENVER	NC	28037-9650	6104	E NC 150 HWY	2.58

February 13, 2017

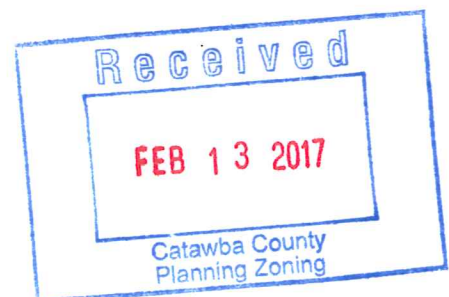
Rezoning Request – Property Located at 6146 E. NC HWY 150, Denver, NC (Parcels:  
369605198586 & 369605197083)

Wynnefield Properties, Inc. is requesting the above mentioned property to be rezoned from RC & RC/HC to Planned Development – Conditional District. Our proposed plan currently calls for the development of an 80 unit multifamily development situated on 9.74+/- acres. The planned development (as proposed) will consist of one, two and three bedroom units. As indicated in our preliminary set of plans we would construct of mostly brick and hardi-plank siding with steel framed exterior staircases in each breezeway.

In addition to the architectural details involved with construction our firm is also proposing to add to the already attractive site with additional landscaping. The rear portion of the property is currently wooded with dense vegetation which is proposed to remain undisturbed. Landscaping to the northern and southern property boundaries will be planted as a natural buffer between our proposed site and the neighboring sites. The neighboring sites are mostly single-family residential with some retail/commercial mixes north and south on NC HWY 150.

Based on the NC HWY 150 corridor plan, our community would fit the current proposal for this site which has been recommended as mixed-use, commercial, or multifamily development. Our multifamily development, we feel, would serve as a transitional use along NC Hwy 150 and be an attractive addition to the current uses in this area of Catawba County, NC. Having worked through some of the preliminary due diligence items on this site with our engineering group, we have determined that this site will not be negatively impacted by any widening projects as proposed by NCDOT.

This area is experiencing a natural transition to higher density and more commercial uses. Our proposed use serves to further the growth and economic investment it is experiencing with a transitional use that bridges single family and retail/commercial. Our proposed development would add a dynamic addition to the NC HWY150 corridor and provide safe workforce housing to the citizens and families of Catawba County, NC.





RZ-02-2017-25785

RZ2017-01

## Catawba County Rezoning/Ordinance Text Amendment Application

Applicant Wynnefield Properties, Inc. Phone # 336-822-0765  
 Applicant's Fax 336-454-6190 Applicant's Email davis.ray@wynnefieldproperties.com  
 Applicant's Mailing Address PO Box 395 City, State, Zip Jamestown, NC 27282  
 Property Owner Joan E. Gardner Phone # \_\_\_\_\_  
 Property Owner's Mailing Address 8736 Popular Lane City, State, Zip Sherrills Ford, NC 28673-9754  
 Parcel 911 Address 6146 E NC HWY 150, Denver, NC 28037 PIN # 369605198586 & 369605197083  
 Subdivision Name and Lot # \_\_\_\_\_  
 Current Zoning District RC & RC/HC Proposed Zoning District Planned Development - Conditional District

## Type of Rezoning Application:

☐ General Rezoning

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

☒ Planned Development Rezoning

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

☐ Special District Rezoning

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

☐ Conditional District Rezoning

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

☐ Manufactured Home Park Rezoning

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

☐ Ordinance Text Amendment

- Submit general information listed below.

## General Information to be attached:

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

Applicant's Signature

DocuSigned by:

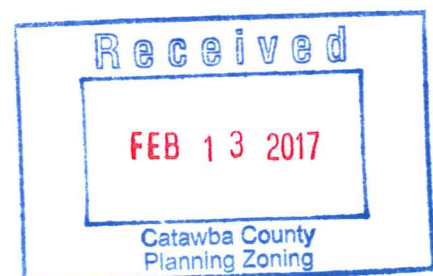
Date

Property Owner's Signature

Joan E. Gardner

Date

38A77D6C16F24A2...





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

## ZONING MAP AMENDMENT CONSISTENCY STATEMENT

On April 17, 2017, the Catawba County Board of Commissioners conducted a public hearing for the purpose of considering a zoning map amendment to PINs 3696-05-19-8586 and 3696-05-19-7083 (Case #RZ2017-01). The applicant is Wynnefield Properties, Inc. and the owner is Joan Gardner.

Upon considering the matter, the Catawba County Board of Commissioners finds the request to be consistent with Map 6, titled "Future Land Use & Economic Opportunity" of the Highway 150 Corridor Plan. The board therefore finds the request reasonable for rezoning based upon:

- 1) The request being consistent with the adopted land use plan (Highway 150 Corridor Plan);
- 2) The proposed high-density residential development offering a transition between non-residential uses and lower density single-family residential uses;
- 3) Existing public utilities (water and sewer) are available to support higher density development of the site;
- 4) The proposed conceptual plans and elevation drawings submitted by Borum, Wade, and Associates and Martin Riley Associates but with modification to the setbacks as required by the Unified Development Ordinance; and
- 5) The applicant's willingness to locate the structures further from the NC 150 Highway right-of-way and install a fence on the property.

The Catawba County Board of Commissioners therefore approves the zoning map amendment. This approval was affirmed by a vote of \_\_\_\_ - \_\_\_\_ of the Catawba County Board of Commissioners.

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

\_\_\_\_\_  
Date



**AMENDMENT TO THE CATAWBA COUNTY ZONING MAP**

**BE IT ORDAINED BY THE BOARD OF COMMISSIONERS**, that the Catawba County Official Zoning Atlas is hereby amended by rezoning the following described properties from Highway Commercial (HC) and Rural Commercial (RC) to Planned Development-Conditional Zoning (PD-CD) for an 80-unit multi-family apartment development:

Two parcels totaling 9.9 acres identified by Parcel Identification Numbers 3696-05-19-8586 and 3696-05-19-7083 located in the Highway 150 Corridor Plan, Mountain Creek Township.

**PLAN CONSISTENCY STATEMENT:**

Pursuant to NCGS 153A-341, the Catawba County Board of Commissioners finds the request to be consistent with Map 6 titled "Future Land Use & Economic Opportunity" of the Highway 150 Corridor Plan. The board therefore finds the request reasonable for rezoning based upon:

- 1) The request being consistent with the adopted land use plan (Highway 150 Corridor Plan);
- 2) The proposed high-density residential development offering a transition between non-residential uses and lower density single-family residential uses;
- 3) Existing public utilities (water and sewer) are available to support higher density development of the site;
- 4) The proposed conceptual plans and elevation drawings submitted by Borum, Wade, and Associates and Martin Riley Associates but with modification to the setbacks as required by the Unified Development Ordinance; and
- 5) The applicant's willingness to locate the structures further from the NC 150 Highway right-of-way and install a fence on the property.

This, the 17th day of April 2017.

---

C. Randall Isenhower, Chair

## **MEMORANDUM**

**TO:** Catawba County Board of Commissioners

**FROM:** Finance and Personnel Subcommittee

**DATE:** April 17, 2017

**SUBJECT:** Hickory Public Schools—Letter of Intent for Fiscal Year 2017/18 Funding

### Requested

In order to complete renovations and improvements needed to convert Southwest Elementary School to a Primary School for Kindergarten through second grade prior to the beginning of the new school year, Hickory Public Schools is requesting a letter of intent for \$300,000 funding in the Fiscal Year 2017/18 budget.

### Background

Hickory Public Schools has requested a letter of intent to fund planned renovations and improvements at Southwest Elementary School (\$300,000) in the Fiscal Year 2017/18 budget. The school system is attempting to address an identified deficit in basic literacy skills by making Southwest Elementary a primary school with heavy focus on reading to serve all Kindergarten through second grade students in the Southwest and Longview Elementary Schools feeder areas. Longview Elementary School will then serve all third through fifth grade students with a STEAM (science, technology, engineering, art, and math) focus.

To help facilitate this shift and make the school more appealing to parents and kids, the school system plans to do a beautification project at Southwest including a new electronic sign, new canopies to the bus and car drop-off to cover the sidewalks and ramps, new roofing at the entry tower, new fencing and parking lot signage, and new landscaping at the front of the building.

### Recommendation

The Finance and Personnel Subcommittee recommends the Board of Commissioners agree to send a letter of intent to fund \$300,000 for the Southwest Elementary School Renovations project in the Fiscal Year 2017/18 budget so that the school system can begin work on the project now and be reimbursed after July 1, 2017.





# Hickory Public Schools

432 Fourth Avenue SW, Hickory, North Carolina 28602  
Phone: (828) 322-2855 • Fax: (828) 322-1834 • [www.hickoryschools.net](http://www.hickoryschools.net)

*Dr. Robbie Adell, Superintendent*

March 28, 2017

Mr. Mick Berry  
P. O. Box 389  
Newton, NC 28658

Dear Mr. Mick Berry:

Hickory Public Schools is converting Southwest Elementary School to a kindergarten through second grade. Southwest Elementary will become Southwest Primary with a strong focus on literacy. Longview Elementary School will become a third through fifth grade school with the extended opportunities to strengthen leadership skills through the STEAM (science, technology, engineering, art and math) approach to learning.

Our research has revealed that the lack of basic literacy skills is a huge problem in our area, so we are making these changes to improve the future of our students.

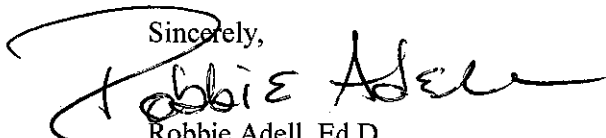
I am requesting immediate funding of \$300,000 to renovate the exterior at Southwest Primary School. We feel strongly this beautification project will give us the new beginning that is required to have a successful opening at Southwest Primary School. The following is a list of improvements that will be made to the school:

- New LED Marque
- New bus and car drop-off canopies w/ brick columns to include sidewalks and ramps
- New metal roofing on existing entry tower
- New entry fence/gate and parking lot signage
- New landscaping at front of building

It is our goal is have the work completed before students and parents arrive by the beginning of August 2017. Finally, we feel the change to the exterior at Southwest Elementary School will help to facilitate parents' acceptance of the changes we are making on that side of town.

Please let me know if you need any additional information. We appreciate your consideration of this request.

Sincerely,



Robbie Adell, Ed.D.  
Superintendent

cc: Mr. Adam Steele  
Mr. Adam Huckabee  
Ms. Jennifer Mace

## MEMORANDUM

TO: Catawba County Board of Commissioners

FROM: Policy and Public Works Subcommittee

DATE: April 17, 2017

IN RE: Easement Request from Duke Energy Carolinas, LLC     h     V     8     #

### REQUEST

The Policy and Public Works Subcommittee recommends the Board of Commissioners grant the attached easements to Duke Energy Carolinas, LLC (Duke) and Piedmont Natural Gas Co., Inc. (PNG).

### BACKGROUND

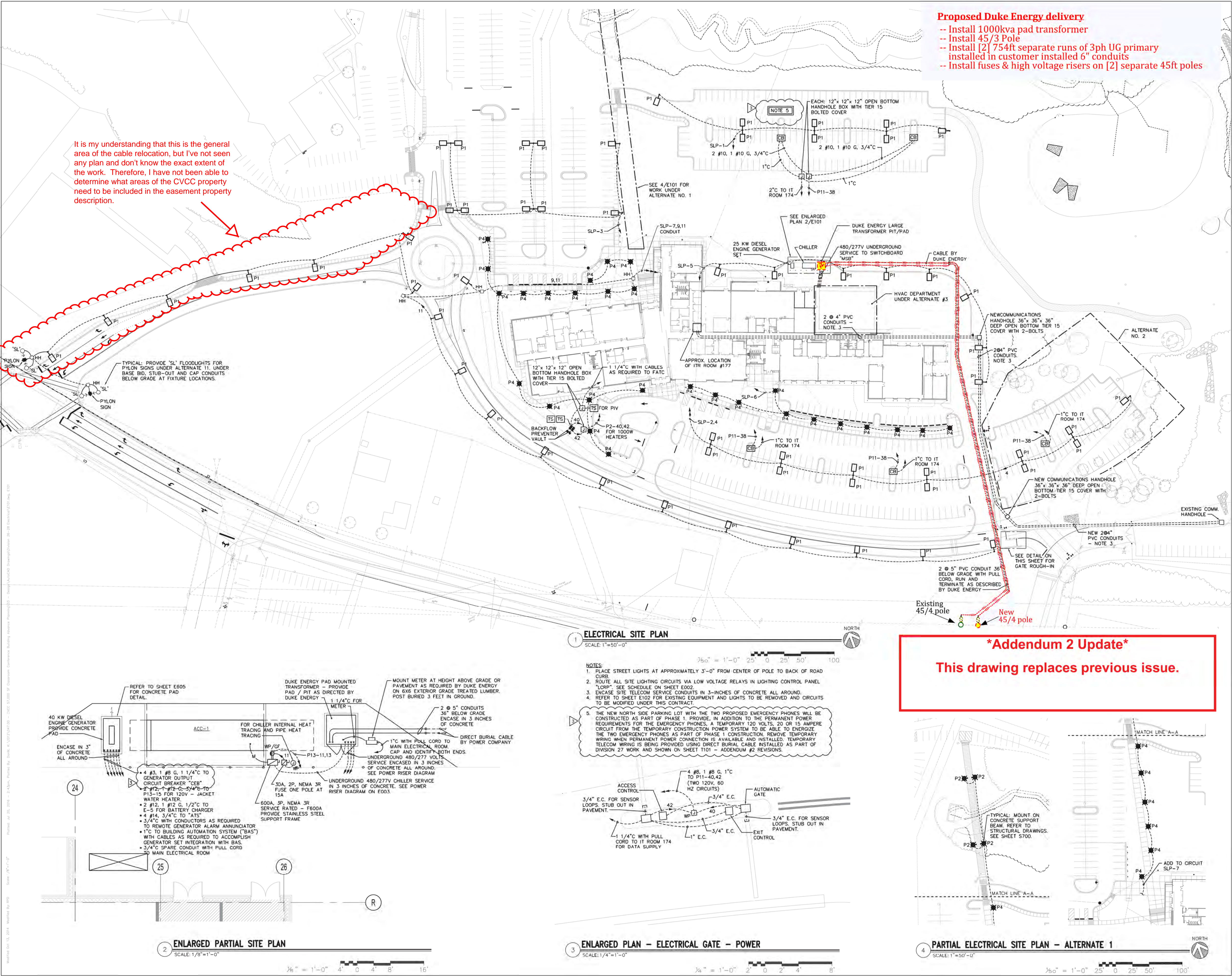
Duke has requested the County grant an easement across the Workforce Solution Center property (Property) in order to provide electric service and communications services for the facility. PNG has requested the County grant an easement across the Property for a gas line to serve the facility. The Property was conveyed by CVCC to the County in September of 2016 in connection with the construction financing, and the Property is leased to CVCC. The Property is located on the east side of Startown Road, south of the intersection with Catawba Valley Boulevard. The easement is for underground lines and associated above ground equipment. The easement documents are attached, together with a map showing the planned location of the easements, which is labelled as “\*Addendum 2 Update\*”. The Duke easement will be 10 feet on either side of the line as installed, and a 10 foot area surrounding any above ground equipment and fencing. The PNG easement will be 5 feet in width, centered on the installed location of the gas pipeline. The attached map also shows an area to the west of the Property for relocation of existing lines, but that area is on a tract owned by CVCC and is not included in the attached easement document.

CVCC has reviewed the proposed locations and determined they are acceptable and will not interfere with the operation of the Workforce Solutions Center.

### RECOMMENDATION

CVCC recommends the Board of Commissioners approve the easement and authorize the Chair to execute the easements on behalf of the County.





**adwarchitects**  
environmentsforlife

architecture   planning   interiors

101 west worthington avenue, suite 270  
charlotte, north carolina 28203  
tj 704 379 1919  
fj 704 379 1920  
www.adwarchitects.com

**McCracken & Lopez, P.A.**  
Consulting Engineers

2151 Hawkins Street, Suite 500  
Charlotte, North Carolina 28203  
Post Office Box 32515  
Charlotte, North Carolina 28232  
Ph: 704/376-7072 | Fx: 704/376-4465  
License no. C-0503

**WORKFORCE SOLUTIONS  
COMPLEX**  
HICKORY, NC  
BID DOCUMENTS  
SCO #07-07389-02A



ELECTRICAL SITE PLAN

DATE 06.27.2016  
PROJECT NO 14012.00

NO	DATE	DESCRIPTION
3	07.20.2016	ADDENDUM NO. 2

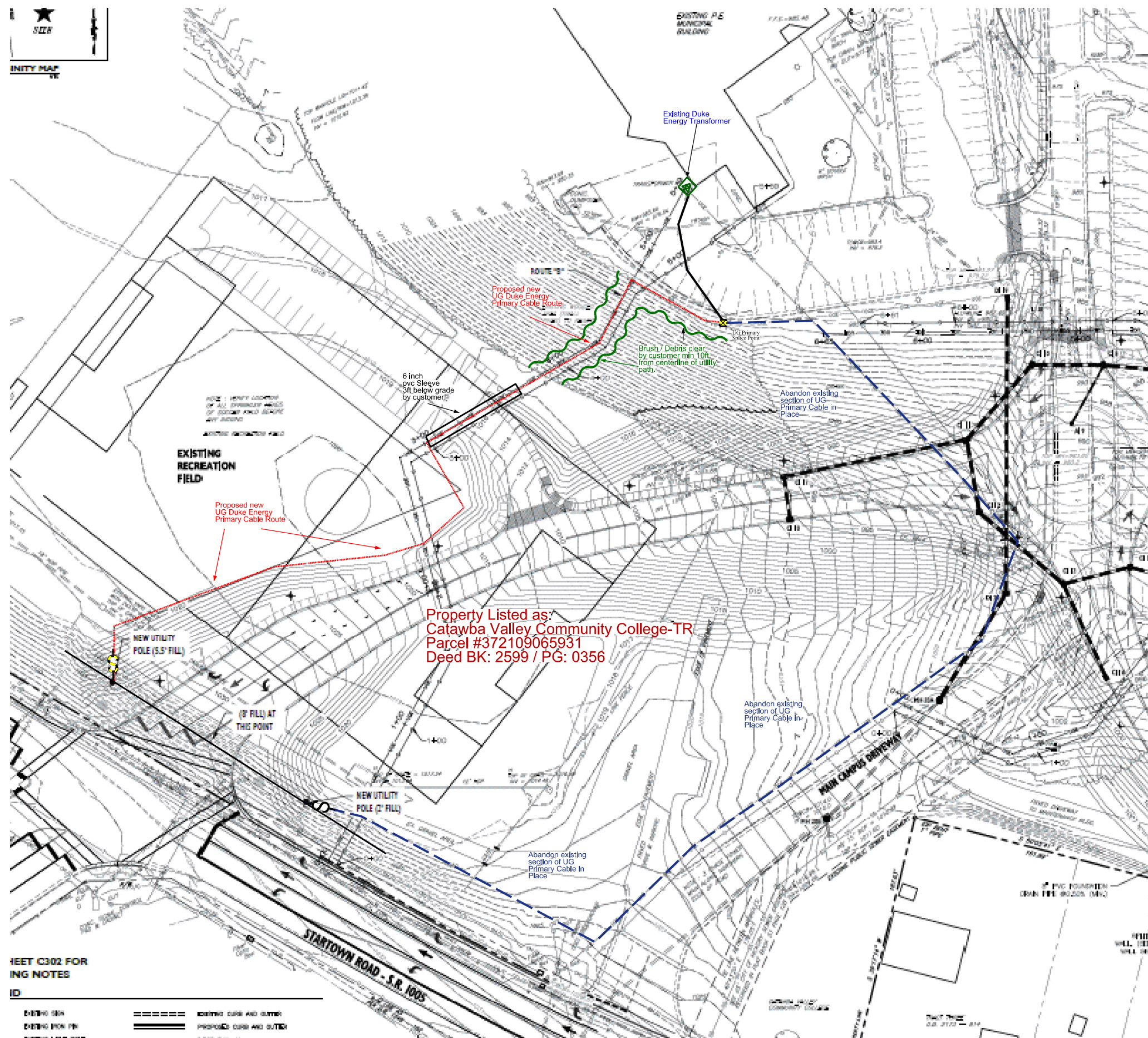
THIS DRAWING IS THE PROPERTY OF ADW ARCHITECTS, P.A. AND SHALL NOT BE REPRODUCED OR COPIED IN WHOLE OR IN PART. IT SHALL NOT BE USED ON ANY OTHER PROJECT OR GIVEN TO ANY OTHER COMPANY OR AGENCY WITHOUT THE CONSENT OF ADW ARCHITECTS, P.A.

PROFESSOR  
*James Lopez*  
06-27-2016  
LICENSED PROFESSIONAL ENGINEER  
STATE OF NORTH CAROLINA  
212.047

SHEET NUMBER  
**E101**



**REMEMBER:** Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



## EASEMENT

NORTH CAROLINA  
CATAWBA COUNTY

Prepared By: S.Buckley  
Return To: Duke Energy  
Attn: Stephen Buckley  
250 9th Street Ln SE  
Hickory, NC 28602

THIS EASEMENT ("Easement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date"), from THE COUNTY OF CATAWBA, a political subdivision of the State of North Carolina, ("GRANTOR," whether one or more), to DUKE ENERGY CAROLINAS, LLC, a North Carolina limited liability company ("DEC"); its successors, licensees, and assigns.

### WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto DEC, its successors, lessees, licensees, transferees, permittees, apportionees, and assigns, the perpetual right, privilege, and easement to go in and upon the land of GRANTOR situated in Hickory Township, described as follows: PIN# 372109056979, containing 8.96 acres, more or less, and being the land described in a deed from the Board of Trustees of Catawba Valley Community College to The County of Catawba, dated September 19, 2016, and recorded in Deed Book 3363, Page 1848, also shown as the "Workforce Solutions Site" on a plat dated May 3, 2016 and recorded in Plat Book 76, Page 4, all Catawba County Registry, (the "Property"), LESS AND EXCEPT any prior out-conveyances, and to construct, reconstruct, operate, patrol, maintain, inspect, repair, replace, relocate, add to, modify and remove electric and/or communication facilities thereon including but not limited to, supporting structures such as poles, cables, wires, underground conduits, enclosures/transformers, vaults and manholes and other appurtenant apparatus and equipment (the "Facilities") within an easement area being twenty (20) feet wide, together with an area ten (10) feet wide on all sides of the foundation of any DEC enclosure/transformer, vault or manhole (the "Easement Area"), for the purpose of transmitting and distributing electrical energy and for communication purposes purposes of DEC and Incumbent Local Exchange Carriers. The centerline of the Facilities shall be the center line of the Easement Area.

The right, privilege and easement shall include the following rights granted to DEC: (a) ingress and egress over the Easement Area and over adjoining portions of the Property (using lanes, driveways and paved areas where practical as determined by DEC); (b) to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening or improvement; (c) to trim and keep clear from the Easement Area, now or at any time in the future, trees, limbs, undergrowth, structures or other obstructions, and to trim or clear dead, diseased, weak or leaning trees or limbs outside of the Easement Area which, in the opinion of DEC, might interfere with or fall upon the Facilities; and (d) all other rights and privileges reasonably necessary or convenient for DEC's safe, reliable and efficient installation, operation, and maintenance of the Facilities and for the enjoyment and use of the Easement Area for the purposes described herein.

TO HAVE AND TO HOLD said rights, privilege, and easement unto DEC, its successors, licensees, and assigns, forever, and GRANTOR, for itself, its heirs, executors, administrators, successors, and assigns, covenants to and with DEC that GRANTOR is the lawful owner of the Property and the Easement Area in fee and has the right to convey said rights and Easement.

IN WITNESS WHEREOF, this EASEMENT has been executed by GRANTOR and is effective as of the Effective Date herein.

CATAWBA COUNTY, a North Carolina body politic

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

C. Randall Isenhower, Chair  
Catawba County Board of Commissioners

ATTEST:

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

(Affix Official Seal)

NORTH CAROLINA, \_\_\_\_\_ COUNTY

I, \_\_\_\_\_, a Notary Public of \_\_\_\_\_ County, North Carolina, certify that Barbara Morris personally appeared before me this day and acknowledged that she is Clerk of Catawba County, and that by authority duly given and as the act of said COUNTY, the foregoing EASEMENT was signed in its name by C. Randall Isenhower, Chair of Catawba County Board of Commissioners, sealed with its official seal, and attested by herself as its Clerk.

Witness my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

GRANT OF EASEMENT  
DISTRIBUTION

Return Recorded Document to:

Piedmont Natural Gas Co., Inc.  
Land Management and Acquisition Group  
4720 Piedmont Row Drive  
Charlotte, NC 28210

STATE OF NORTH CAROLINA

COUNTY OF Catawba

PIN: A portion of Parcel #372109056979

THIS GRANT OF EASEMENT made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ from  
Catawba County, (hereinafter designated as "GRANTOR"),  
to PIEDMONT NATURAL GAS COMPANY, INC., (hereinafter designated as "GRANTEE").

WITNESSETH

That GRANTOR, for and in consideration of the sum of Zero Dollars  
(\$ 0.00), and other valuable consideration, the receipt of which is hereby acknowledged, hereby expressly  
bargains, sells, and grants unto GRANTEE, its successors and assigns, a perpetual right of way and easement for the  
purpose of laying, constructing, maintaining, operating, inspecting, repairing, altering, adding to, replacing, removing, and  
protecting pipelines for the transportation of natural gas under, upon, over, through, and across the land of GRANTOR (or  
in which GRANTOR has interest) situated in the County of Catawba, North Carolina, as described in deed(s)  
recorded in Book 3363, Page 1848 in the Office of the Register of Deeds for Catawba County, North  
Carolina ("Property").

The right of way herein granted is five (5) feet wide, extending two and one-half (2 ½) feet on each side of the centerline of  
the pipeline, the location of which has been mutually agreed upon between GRANTOR and GRANTEE. The pipeline as  
actually installed shall determine the centerline of said right of way.

GRANTEE shall have the free and full right of ingress and egress over and across the aforesaid Property and to keep said  
right of way cleared of trees, shrubs, buildings, structures, and other obstructions. GRANTOR shall not construct, nor permit  
to be constructed, any house, structure, or other obstruction on or over said right of way.

GRANTOR hereby binds GRANTOR and GRANTOR'S heirs, representatives, successors, and assigns to warrant and  
forever defend all and singular said premises unto GRANTEE, its successors and assigns, against the claims of all persons  
whomsoever.

To have and to hold said right of way and easement unto GRANTEE, its successors and assigns, perpetually and  
continuously. GRANTOR expressly gives GRANTEE, its successors and assigns, the right to assign, license, lease, or  
otherwise transfer, in whole or part, this GRANT OF EASEMENT or any rights given herein, to any person or entity, including  
but not limited to, any affiliated parent or subsidiary entity of GRANTEE, for the uses and purposes expressly stated herein.

IN WITNESS WHEREOF, this GRANT OF EASEMENT has been signed and sealed by a duly authorized officer of GRANTOR, as of the date first above written.

**ATTEST:**

\_\_\_\_\_  
Barbara E. Morris, Clerk

**GRANTOR:**

**Catawba County**, a North Carolina body politic

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

\_\_\_\_\_  
State of North Carolina

County of Catawba

I, the undersigned Notary Public of the County and State aforesaid, hereby certify that Barbara E. Morris personally appeared before me this day and acknowledged that she is the Clerk of the Catawba County Board of Commissioners, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by its Chair and attested by herself as its Clerk.

Witness my hand and Notarial stamp or seal this \_\_\_\_ day of \_\_\_\_\_, 2017.

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

(Affix Seal)

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

\_\_\_\_\_  
Notary's Printed or Typed Name



## **MEMORANDUM**

TO: Catawba County Board of Commissioners

FROM: Policy and Public Works Subcommittee

DATE: April 17, 2017

SUBJECT: Piedmont Natural Gas Easement

### **REQUEST**

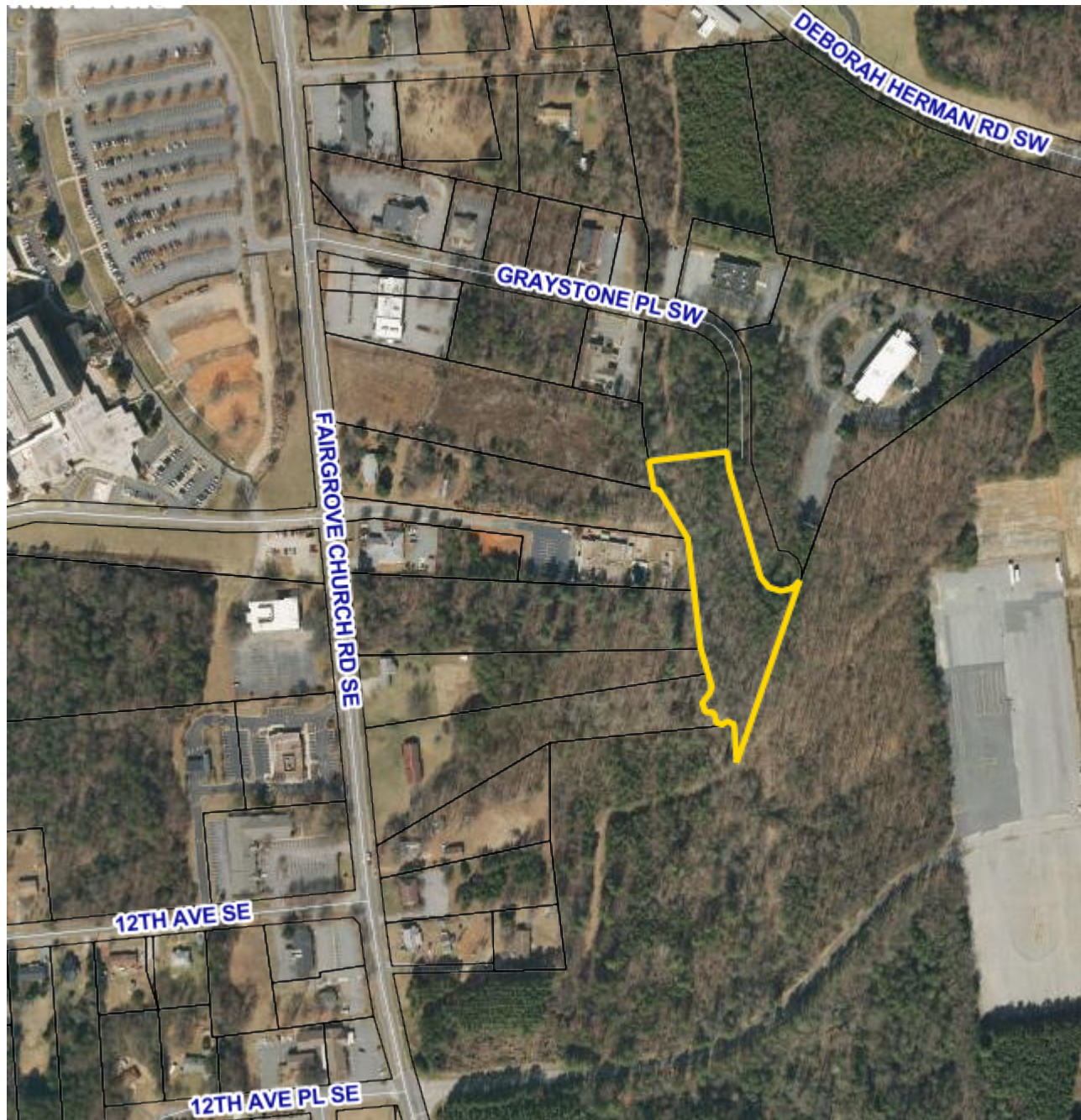
The Policy and Public Works Subcommittee recommends the Board of Commissioners approve an Easement to Piedmont Natural Gas consisting of 0.205 acres for the 297 Line Replacement Project that will cross County property located at 3530 Graystone Place SW in Conover.

### **BACKGROUND**

Catawba County owns a 2.39 acre tract of land on Graystone Place SW located across from Catawba Valley Medical Center. Piedmont Natural Gas has requested a permanent easement across the corner of this property for their 297 Line Replacement Project. This project by Piedmont Natural Gas will expand the gas lines from 4" to 8" to increase the natural gas capacity in the area. The easement is located along the eastern edge of the property. The permanent easement contains 0.205 acres. Piedmont Natural Gas has offered the sum of \$16,025.00 for the easement, based on the land value of \$76,585/acre. Catawba County and Catawba Valley Medical Center staff have visited the site and have no concerns with the location of the easement.

### **RECOMMENDATION**

The Policy and Public Works Subcommittee recommends the Board of Commissioners approve the execution of the Easement to Piedmont Natural Gas for the 297 Line Replacement Project.



1in=400ft

Parcel: 372220816825, 3530 GRAYSTONE PL SW CONOVER, 28613

Owners: CATAWBA COUNTY, null

Owner Address: 810 FAIRGROVE CHURCH RD SE

Values - Building(s): \$0, Land: \$97,600, Total: \$97,600

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

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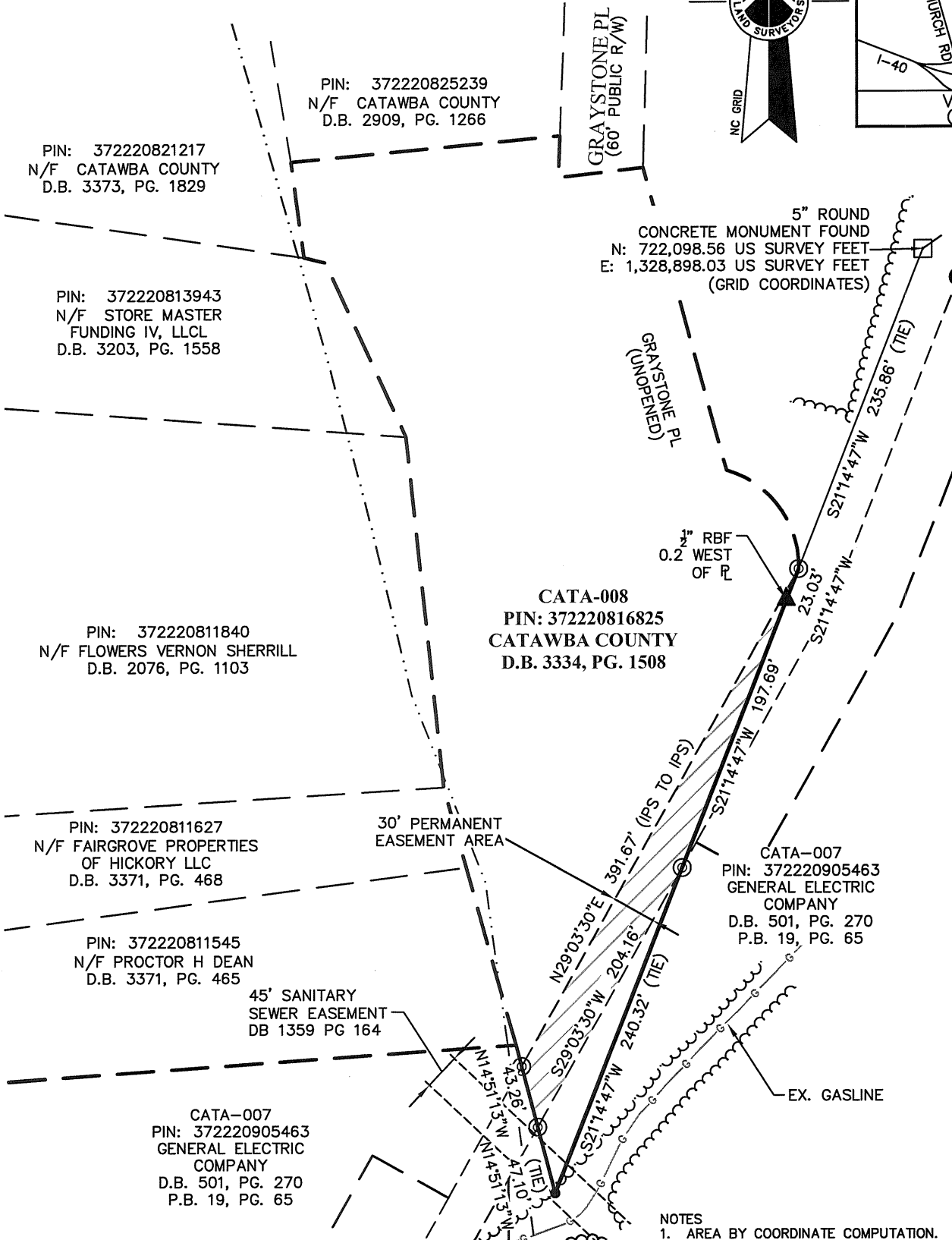
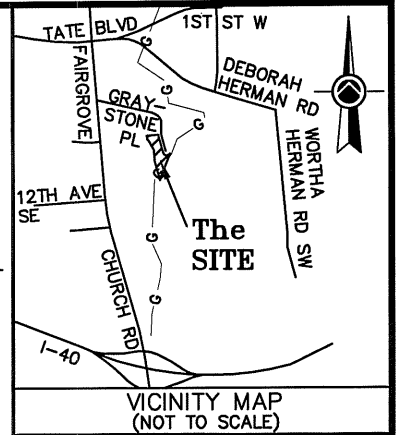
03/31/2017

AREA TABLE	
PERMANENT EASEMENT	0.205 AC
ACCESS EASEMENT	N/A
TEMPORARY CONSTRUCTION EASEMENT (TCE)	N/A
UTILITY STATION SITE EASEMENT (USSE)	N/A

# EXHIBIT A

SCALE: 1" = 200'

200 100 0 200



I, JEFFERY S. SMITH, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 3334, PAGE 1508); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK & PAGE AS NOTED; THAT THE RATIO OF PRECISION IS 1:19,051; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (12 NCAC 56.1600).



- NOTES
1. AREA BY COORDINATE COMPUTATION.
  2. ALL DISTANCES ARE NORTH CAROLINA GRID DISTANCE, IN US SURVEY FEET.
  3. SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS-OF-WAY, STREETS AND ASSESSMENTS, AS THE SAME MAY APPEAR OF RECORD IN THE REGISTER OF DEEDS OFFICE, CLERK OF COURT, TOWN OR COUNTY TAX OFFICES, OR WHICH MAY HAVE BEEN ACQUIRED BY PRESCRIPTIVE USE.
  4. THIS SURVEY IS INTENDED FOR THE PURPOSES OF EASEMENT ACQUISITION ONLY, AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE LANDS SHOWN HEREON.
  5. NC GRID COORDINATES AS SHOWN HEREON ARE BASED UPON GPS OBSERVATIONS UTILIZING NCGS' NETWORK RTK SYSTEM AND ARE REFERENCED TO THE NAD 83(NSRS 2011) DATUM. COMBINED FACTOR 0.999863415 IF SHOWN, VERTICAL POSITIONS ARE REFERENCED TO NAVD 88 (GEOID 12A).
  6. THIS MAP HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

JEFFERY S. SMITH, PLS 3/17/17 L-4464

## LEGEND

●	COMPUTED POINT (CP)	DB	DEED BOOK
⊙	IRON PIPE SET (IPS)	PB	PLAT BOOK
■	CONCRETE MONUMENT FOUND	PG	PAGE
▲	REBAR FOUND	EX.	EXISTING
---	SUBJECT BOUNDARY LINE (SURVEYED)		
---	SUBJECT BOUNDARY LINE (NOT SURVEYED)		
---	ADJOINER BOUNDARY LINE (SURVEYED)		
---	ADJOINER BOUNDARY LINE (NOT SURVEYED)		
---	PERMANENT EASEMENT		
---	TCE AREA		
---	RIGHT-OF-WAY LINE		
---	STREAM CENTERLINE		

EASEMENT FOR  
PIEDMONT NATURAL GAS COMPANY, INC.  
ACROSS THE LANDS OF  
CATAWBA COUNTY  
3530 GRAYSTONE PLACE SW, CONOVER, 28613  
DEED BOOK 3334, PAGE 1508  
HICKORY TOWNSHIP  
CATAWBA COUNTY, NORTH CAROLINA

PROJECT # 1151342

TRACT # CATA-008

**Regional Land Surveyors, Inc.**  
8642 WEST MARKET STREET, SUITE 100  
GREENSBORO, NORTH CAROLINA 27409  
NC FIRM LICENSE NO. C-1362

DRAWN BY:	REVISIONS
JRD	
DATE: 03/16/2017	
JOB NO: 1550.00	
CREW CHIEF: RD	

PAGE 1 OF 1

## EASEMENT

Return Recorded Document To: Diversified Energy Services, Inc., 306 Court Square, Sanford, NC 27330

STATE OF NORTH CAROLINA  
COUNTY OF CATAWBA  
PARCEL ID # 372220816825

LINE NO. 297  
PARCEL NO. CATA-008  
PROJECT NO. 1151342

THIS "**EASEMENT**" is made and granted as of this \_\_\_\_ day of \_\_\_\_\_, 2017, from **CATAWBA COUNTY**, a body politic ("**Grantor**", whether one or more), to **PIEDMONT NATURAL GAS COMPANY, INC.**, a North Carolina corporation ("**Piedmont**").

WHEREAS, Grantor is the owner of, or has an interest in, that property situated in Hickory Township, Catawba County, North Carolina, as more particularly described in the instrument recorded in Book 3334, Page 1508, Catawba County Registry (the "**Property**").

NOW, THEREFORE, Grantor for and in consideration of the sum of \$16,025.00 and other valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, and conveys unto Piedmont, its successors and assigns the following easement(s) and right(s) of way under, upon, over, through and across the Property:

**Permanent Easement.** A perpetual easement for purposes of constructing, installing, maintaining, operating, repairing, altering, replacing, removing, relocating, inspecting, upgrading and protecting one or more pipelines and appurtenant facilities (including, without limitation, valves, markers, cathodic protection equipment, and anode beds) for the transportation of natural gas (collectively, "**Facilities**") under, upon, over, through, and across the Property within an easement area generally 30 feet wide (the "**Permanent Easement Area**"), and shown on the survey attached hereto as **Exhibit A** (the "**Survey**"), some or all of which Facilities (including additional pipelines) may be installed now and/or in the future. The Survey is incorporated herein by reference. All Facilities shall be and remain the property of Piedmont and may be removed by it at any time and from time to time.

Piedmont shall have all rights necessary or convenient for the full use and enjoyment of the rights herein granted, including, without limitation: (1) reasonable access to and from the Permanent Easement Area across the Property, and (2) to keep the Permanent Easement Area cleared of trees (including overhanging limbs and foliage), buildings, structures, and any other obstructions (collectively, "**Obstructions**"), except for Obstructions approved by Piedmont in writing pursuant to Piedmont's policies, guidelines or procedures regarding land use within easements (the "**Guidelines**"). Grantor shall not install or maintain, or permit to be installed or maintained, any Obstructions within the Easement Area except as approved in writing by Piedmont.

**Grantor's Reservation of Rights.** Grantor reserves the right to use the Property and Easement Areas for all purposes that do not unreasonably interfere with the rights granted herein and that are not inconsistent with the rules and regulations of the North Carolina Utilities Commission, the Guidelines, or any applicable federal, state, or local law, rule, or regulation. Grantor shall obtain written approval from Piedmont prior to making any use of the Easement Areas, which approval shall not be unreasonably withheld. Anything to the contrary herein notwithstanding, Grantor shall not: (1) unreasonably interfere with Piedmont's access to or maintenance of the Facilities or the Easement Areas, or (2) endanger the safety of Grantor, Piedmont, the general public, or the Facilities.

**Damages.** Piedmont shall be responsible for actual physical damage to: (1) the land within the Property and Easement Areas; and (2) improvements and annual crops located on the Property that are not in violation of the terms hereof, provided that such damage must be caused by Piedmont in exercising the rights granted herein, and provided further that a claim is made by Grantor within sixty (60) days after such damages are sustained. Piedmont shall restore and level the surface of the Easement Areas to, as nearly as can be reasonably done, the same condition as prior to Piedmont's use of the Easement Areas. Piedmont shall not be liable for any damage caused to Obstructions or improvements installed in violation of the terms hereof and may remove them at Grantor's expense.

**No Waiver or Additional Representations.** The failure by Piedmont to exercise and/or enforce any of the rights, privileges, and Easements herein described shall not be construed as a waiver or abandonment of any such rights, privileges and easements, and Piedmont thereafter may exercise and/or enforce, at any time and from time to time, any or all of them. It is understood and acknowledged by the undersigned that the person securing this grant on behalf of Piedmont is without authority to make any agreement with regard to the subject matter hereof which is not expressed herein, and that no such agreement will be binding on Piedmont.



**Ownership of the Property.** Grantor represents, warrants and covenants that it is the lawful owner of the Property and has the right to convey the rights set forth herein and that the Property is free from all encumbrances, except for encumbrances of record.

To have and to hold said rights, privileges, and easements unto Piedmont, its affiliates, successors, and assigns. Piedmont, its successors and assigns, shall have the right to assign, license, lease, or otherwise transfer, in whole or in part, this EASEMENT, or any rights granted herein, to any person or entity, including but not limited to, any affiliated parent or subsidiary entity of Piedmont, for the uses and purposes expressly stated herein. This EASEMENT shall run with the land and inure to the benefit of and be binding upon Grantor, Piedmont and their respective heirs, successors and assigns.

**GRANTEE** hereby indemnifies GRANTOR and agrees to hold GRANTOR harmless from and against any loss, liability, damage, injury, cost, expense including attorneys' fees and claims of any kind paid, incurred, or suffered by, or asserted against, GRANTOR for, with respect to, or as a direct result of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from the easement of any Hazardous Material arising out of the use of the easement by GRANTEE, including any loss, liability, damage, injury, cost, expense or claim alleged or arising under any Environmental Law. Provided, however, this Paragraph shall not apply to the negligence or willful misconduct of GRANTOR.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Easement has been signed under seal by Grantor, as of the date first above written.

**GRANTOR:**  
**CATAWBA COUNTY, NORTH CAROLINA,**  
**a body politic,**

By: \_\_\_\_\_ Sign  
\_\_\_\_\_  
Chairman,  
Catawba County Board of Commissioners

ATTESTED: By: \_\_\_\_\_ Sign  
\_\_\_\_\_, Clerk to the Board

STATE OF NORTH CAROLINA  
COUNTY OF CATAWBA

I, \_\_\_\_\_, a Notary Public of \_\_\_\_\_ County, North Carolina, do hereby certify that \_\_\_\_\_, personally appeared before me this day and acknowledged that he/she is the Clerk to the Catawba County Board of Commissioners, and that by authority duly given and as the act of the board, the foregoing GRANT OF EASEMENT was signed in its name by its Chairman, sealed with its corporate seal, and attested by himself/herself as its Clerk.

Witness my hand and official seal this the \_\_\_\_ day of \_\_\_\_\_, 2017.

(Notary Seal)

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

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

**Special Contingency Transfer Approved 4-4-17**

***Transfer of Appropriations:***

*From:*

115-150120-994200	Special Contingency	\$50,000
115-150120-691500	Special Contingency	\$50,000

*To:*

115-150120-995110	To General Fund	\$50,000
115-150120-680800	Insurance Settlements	\$50,000

***Supplemental Appropriation:***

*Appropriation:*

110-260150-984000	Motor Vehicles
\$50,000	

*Revenue:*

110-260150-695115	From Self Insurance Fund	\$50,000
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Replacement of EMS Vehicle from Self-Insurance Special Contingency: An accident occurred involving EMS Vehicle 27-510 on Feb 5, 2017, resulting in irreparable damage to the chassis. The ambulance box is still usable and can be remounted on a new chassis. The County has received an insurance settlement which needs to be allocated to Emergency Services budget to purchase the new chassis.

**County Manager Contingency Transfer Approved 4-4-17**

***Transfer of Appropriations:***

*From:*

110-190100-994000	Contingency	\$50,000
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*To:*

110-210050-988000	To General Fund	\$50,000
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Sheriff Contingency Transfer Request for Training Building - Sheriff Reid requested \$20,000 toward the costs of a "training building" to stage training exercises for STAR, Patrol, K-9, SOS, and CIT teams. Many areas in the community have been used for training, however it is difficult to get a place secluded enough to pull together the forces without alarm, and go through the training scenarios. Business and home owners are afraid to allow the training on site due to liability and insurance concerns. With a designated training structure CCSO could be more prepared and have a changeable environment, whether the practice includes using of a ram to break through a door, launching tear gas, deploying surveillance equipment, or observing with an infrared device. The building's total cost is \$40,000. The Sheriff's Office will use money from its Narcotic Seized Fund and the State USUB Substance Abuse Fund to provide the remaining \$20,000.