AGENDA

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

1. Call to Order.

2. Pledge of Allegiance to the Flag.

3. Invocation.

4. Approval of the Minutes from the Board's Meeting of December 19, 2016.

5. Recognition of Special Guests.

6. Public Comments.

7. Public Hearing:
   a. GKN Economic Development Agreement. *Presented by Economic Development Corporation Director of Business Recruitment Julie Pruett.*
   b. Amendment to Apple Inc. Economic Development Agreement. *Presented by Economic Development Corporation President Scott Millar.*
   c. Request for Amendment of Catawba County Unified Development Ordinance – Wall Signage Regulations. *Presented by Senior Planner Chris Timberlake.*
   d. Request for Amendment of Catawba County Unified Development Ordinance-Definition of Conference/Retreat Center and Table 44-403.1 Use Matrix. *Presented by Senior Planner Chris Timberlake.*

8. Appointments.

9. Consent Agenda:
   a. Appropriation of Grant Funds in the Amount of $12,000 to Catawba County Library from National Endowment for the Humanities (NEH) Grant Award.
   b. Catawba County Schools Mountain View Elementary School Chiller Replacement.
   c. Social Services Outcome Modifications.

10. Departmental Reports.
    Social Services
    Catawba County Children's Agenda. *Presented by Kim Lyke Holden, Executive Director, Catawba County Partnership for Children and Karen Harrington, Interim Social Services Director.*

11. Other Items of Business.

12. Manager's Report.
    Strategic Planning.
    K-64 Resolution. *Presented by County Manager Mick Berry and County Attorney Debra Bechtel.*

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 February Board of Commissioners Meetings will take place on Monday, February 6, 2017, at 7:30 a.m. (2nd Floor Meeting Room of the Government Center) and on Monday, February 20, 2017, at 7:00 p.m. in the 1924 Courthouse.

MEMO

To: Catawba County Board of Commissioners
From: Julie Pruett – Catawba County EDC
Date: January 17, 2017
Subject: GKN Driveline Newton LLC Economic Development Agreement and Resolution

Request

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

Project Background and Company Overview

GKN Driveline Newton LLC intends to equip existing manufacturing facilities at two locations in the Town of Maiden located at 1848 GKN Way and at 2900 South US Highway 321A. They plan to invest a minimum of $110,000,000 and create 143 new jobs over 3 years. The average wage of the new jobs will exceed Catawba County's average wage of $38,238. This project is in addition to the 2014 expansion totaling $122 million investment and 228 new jobs.

GKN Driveline documented strong consideration to place this project in existing locations in Ohio and Mexico. With this expansion GKN Driveline will be exporting product from Catawba County worldwide in order to support the manufacturing of various automotive assemblies. This project is a "Most Favored Business" using County categories for economic assistance, and is involved in advanced manufacturing.

GKN Driveline is a division of GKN PLC. GKN is a global engineering group that designs, manufactures and services systems and components for the world's manufacturers. GKN Driveline is a global manufacturer and has facilities in Europe, Asia, Mexico and the United States. GKN Driveline develops, builds and supplies an extensive range of automotive driveline products and systems – for use in the most sophisticated premium vehicles that demand the most complex driving dynamics, to the smallest ultra-low-cost cars.

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 $110,000,000, the creation and maintenance of 143 new jobs, and the maintenance of 1,097 existing jobs currently at the facilities. The new method of calculations matrix developed for the Board of Commissioners suggested a level 4 incentive including the following percentages of new tax receipts for 6 years: 80% years 1 and 2; 67% years 3 and 4; and 50% years 5 and 6. This amount would be subject to our usual contractual commitments and would **total a maximum of $2,074,083** for the County (**prior to depreciation**). Based on the current tax rate, payments would equal a maximum of $193,200 Year 1; $427,800 Year 2; $396,808 Year 3; $423,775 Year 4; and $316,250 Years 5 and 6.

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 GKN Driveline to meet minimum thresholds of investment ($110,000,000 by 2019) and job creation (143 by 2019). Clawbacks are included in the agreement requiring repayment should the investment and job creation amounts not be met or sustained.

Recommendation

The Board of Commissioners approve the Economic Development Agreement between the County and GKN Driveline Newton 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 GKN Driveline Newton LLC

WHEREAS, GKN Driveline Newton LLC (herein referred to as "the Company") requested incentives to cause a minimum investment of $110,000,000 in the Company's two Maiden facilities by December 31, 2019, and the creation and maintenance of a minimum of 143 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 $110,000,000 and 143 new jobs within three years, with a maximum payment of $193,200 Year 1; $427,800 Year 2; $396,808 Year 3; $423,775 Year 4; and $316,250 Years 5 and 6. (total maximum incentive of $2,074,083). 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 January, 2017.

_____

C. Randall Isenhower, Chair

Catawba County Board of Commissioners

GKN Driveline Incentives Consideration

CATAWBA EDC

Expanding production at Maiden location at 1848GKN Way and 2900 South US Highway 321A

Expanding to support growing All-Wheel-Drive and eDrive business for several North American automotive manufacturers.

- In addition to the 2014 expansion ($122,000,000; 228 new jobs)
- Invest $110,000,000 machinery & equipment for new product lines over 3 years
- Create 143 new jobs paying an overall average wage of $45,860 (county average $38,238)
- GKN considered other existing locations for the expansion (Mexico and Ohio facilities)

- Performance Based Incentive: Based on an economic development agreement with clawbacks should GKN Driveline fail to meet minimum contractual thresholds

- Contractually agrees to create 143 jobs exceeding the county average wage and $110,000,000 investment

- Maiden approved a like incentive last night at their Council meeting with identical percentages and duration

Proposed Incentives

Based on the New Incentives Calculation Matrix

Amount equal to a percentage of new property taxes generated for 6 years w/the following percentages and maximum amounts:

		County
Year 1	80%	$ 193,200
Year 2	80%	$ 427,800
Year 3	67%	$ 396,808
Year 4	67%	$ 423,775
Year 5	50%	$ 316,250
Year 6	50%	$ 316,250
Total maximum		$2,074,083

Amounts are prior to depreciation and reflect equipment installation schedule; as a result numbers fluctuate and will likely be lower than reflected.

Recommendation

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

Mick Nylander
GKN North America Services, Inc.
2200 N. Opdyke Road, Auburn Hills, MI 48326

STATE OF NORTH CAROLINA

COUNTY OF CATAWBA AND GKN DRIVELINE NEWTON, LLC ECONOMIC DEVELOPMENT AGREEMENT

COUNTY OF CATAWBA

This **JOINT ECONOMIC DEVELOPMENT AGREEMENT** (this "Agreement") is made and entered into this ___day of _____, 2017, 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 **GKN Driveline Newton, LLC** ("GKN Newton")**,** a Delaware limited liability company qualified to do business in the State of North Carolina, having a physical address with two manufacturing facilities in the Town of Maiden, North Carolina, and having an office address of 1848 GKN Way, Newton, North Carolina 28658.

WITNESSETH:

WHEREAS, North Carolina General Statute (NCGS) 158-7.1(a) 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 GKN Newton is engaged in manufacturing automobile components and assemblies within the meaning of NCGS 158-7.1; and

WHEREAS, GKN Newton intends to equip existing manufacturing facilities ("Improvements") at two locations in the Town of Maiden in Catawba County at 1848 GKN Way (known by GKN Newton as "GAP 1 facility") and at 2900 South US Highway 321A (US321 "Gap 2 facility"), (the "Property" or the "Properties"), at a cost of not less than One Hundred Ten Million Dollars ($110,000,000) and intends to create a minimum of One Hundred Forty Three (143) new jobs and retain One Thousand Ninety Seven (1,097) permanent jobs currently at the facility, with the improvements to be made between November 1, 2016 and December 31, 2019 and new jobs to be created between November 1, 2016 and December 31, 2019 (the "Improvement Period"); and

WHEREAS, GKN Newton 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, GKN Newton 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 – GKN Newton

1. On or before February 28, 2017 GKN Newton shall:

   1.1 Deliver to County a certificate confirming that GKN Newton 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 143 additional jobs with the intention to create 143 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 GKN Newton the economic development incentive provided for herein. GKN Newton affirms understanding of, and agrees to comply with, the Calendar of Responsibilities as outlined in Exhibit "A". Such certificate shall be in the form or substantially in the form of the certificate attached to this Agreement as Exhibit "A". It is understood and agreed the 143 new jobs referred to above means additional new jobs over and above the 1,097 existing jobs at GKN Newton's Property in Maiden on November 1, 2017.

   1.2 Provide an Opinion of Counsel for GKN Newton, in form and substance reasonably satisfactory to County, that this Agreement has been duly authorized, executed and delivered by GKN Newton; and

   1.3 Provide an Opinion of Counsel for GKN Newton, in form and substance reasonably satisfactory to County, stating that this Agreement is binding upon and enforceable against GKN Newton, 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, GKN Newton represents and warrants that, as of the execution date hereof:

   2.1 GKN Newton is a Delaware limited liability company 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 GKN Newton 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 GKN Newton has the right, authority and duty to execute this Agreement in the name and on behalf of GKN Newton;

   2.4 This Agreement (i) is the valid and binding instrument and agreement of GKN Newton, enforceable against GKN Newton in accordance with its terms; (ii) does not violate any order of any court or other agency of government binding on GKN Newton, the charter documents or operating agreement of GKN Newton or any provision of any indenture, agreement or other instrument to which GKN Newton 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 GKN Newton is a party;

2.5 There is no suit, claim, action or litigation pending, or to the knowledge of GKN Newton 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 GKN Newton is not engaged in a business that would be exempt from property taxes.

3. In order to induce GKN Newton 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. GKN Newton shall make investments to the Properties and Improvements during the Improvement Period. Cumulative expenditures will meet or exceed One Hundred Ten Million Dollars ($110,000,000) 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 GKN Newton further agrees to maintain in place, in good condition (ordinary wear and tear excepted), said Improvements for three years after the final incentive payment.

5. In addition to the 1,097 existing jobs on November 1, 2016, GKN Newton shall create a minimum of 143 additional jobs over and above the number of jobs existing at the Property in Maiden by December 31, 2019 and 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 February 28, 2017 County shall deliver to GKN Newton an Opinion of Counsel for County, in form and substance reasonably satisfactory to GKN Newton, 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(a) 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 in accordance with this Agreement shall be made as follows:

   a. County will provide annual payments equal to the following percentages: 80% Years 1 and 2; 67% Years 3 and 4; and 50% Years 5 and 6 of the ad valorem taxes associated with the additional value (exclusive of rolling stock) as paid to County for a six year period, commencing with the taxes payable for the tax values on January 1, 2017, and January 1 of the succeeding five years for investments made pursuant to paragraph 4 above with maximum payments as reflected in paragraph 7.b. and in the chart below.

   b. In no event will the cumulative payments by County exceed Two Million Seventy Four Thousand Eighty Three Dollars ($2,074,083) for the six years.

Grant Year	Percentage	Maximum Payment By County by Year
1	80%	$193,200
2	80%	$427,800
3	67%	$396,808
4	67%	$423,775
5	50%	$316,250
6	50%	$316,250
Total		**$2,074,083**

   c. Said amounts shall be payable annually, beginning in 2018 (Grant Year 1) and payable through 2023.

   d. Upon payment of ad valorem taxes by Company to County for each of 2018 through 2023 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, 2016. This same process will be followed by County and Company in each of the immediately following five (5) years.

e. 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 GKN Newton 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 GKN Newton; 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 GKN Newton 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 GKN Newton 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 GKN Newton 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 GKN Newton, 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 1,097 permanent jobs at the facility as of November 1, 2016 and, in addition, a minimum of 90% (128) of the number (143) of newly created 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 GKN Newton 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 GKN Newton 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 GKN Newton, this shall be deemed a breach of the Agreement and notwithstanding paragraph 10 below, the sole remedy will be that County will not owe GKN Newton 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 GKN Newton to County in connection with the transaction described in this Agreement, shall, to GKN Newton's knowledge, to be false or misleading in any material respect at the time given;

e. If GKN Newton 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 GKN Newton 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 GKN Newton or of the whole or any substantial part of their properties, or approves a petition filed against GKN Newton 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 GKN Newton 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 GKN Newton shall allow its taxable assets, employment or 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 GKN Newton 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 GKN Newton shall immediately refund to County all economic development incentive payments paid to GKN Newton 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 GKN Newton receives the notice of the Event of Default and prime will be the prime rate as published in the *Wall Street Journal (WSJ)***.** GKN Newton shall, as it relates to an Event of Default, have sixty (60) days after receipt of the notice required above, or such longer period a) to which GKN Newton may be entitled under applicable federal, state or local laws; or b) to which the parties agree in writing to cure the Event of Default.

11. GKN Newton Remedy: If County fails to cure an Event of Default for which it receives written notice from GKN Newton, the obligations of GKN Newton as set out herein shall terminate and County shall not be entitled to any payment from GKN Newton for any alleged Event of Default caused by GKN Newton. County shall, as it relates to an Event of Default, have sixty (60) days after receipt of the notice required above, or such longer period: a) to which County may be entitled under applicable federal, state or local laws; or b) to which the parties agree in writing. In addition, County shall pay GKN Newton an amount equal to the benefit that GKN Newton would have received under this Agreement had the County not failed to cure the Event of Default, plus all fees and costs incurred by GKN Newton that are necessary to enforce the terms of this Agreement.

12. GKN Newton 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 GKN Newton 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, GKN Newton 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 GKN Newton, challenging the legality of this Agreement, then County and GKN Newton shall exercise their best efforts to defend against any and all such lawsuits, at their own cost and expense. In any event, if GKN Newton is required to repay funds to County pursuant to this paragraph 12, the benefit of this Agreement to GKN Newton will have been lost and all further obligations of GKN Newton hereunder shall terminate.

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:	County of Catawba Attn: Mick Berry, County Manager PO Box 389 Newton, NC, 28658
Copy to:	County Attorney Attn: Debra Bechtel, County Attorney PO Box 389 Newton, NC, 28658
GKN Newton:	GKN Driveline Newton LLC Attn:_____ 1848 GKN Way Newton, NC 28658
Copy to:	GKN North America Services, Inc. Attn: Mick Nylander, Esq., Divisional General Counsel 2200 N. Opdyke Road, Auburn Hills, MI 48326

County or GKN Newton 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 GKN Newton and their respective successors and assigns. However, neither this Agreement, nor any rights, privileges, nor claims created by this Agreement may be transferred by GKN Newton 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 GKN Newton and GKN Newton 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 GKN Newton 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 GKN Newton and County. As such, the doctrine of construction against the drafter shall have no application to this Agreement.

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

_____
Clerk

GKN DRIVELINE NEWTON LLC

By: _____**(Seal)**
Paul J. Westman
Vice President

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 _____, 2017.

[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 Paul J. Westman, Vice President – Taxation/Director of Tax - Americas and Corporate Projects, GKN North America Services, Inc. personally appeared before me this day and acknowledged on behalf of _____ the voluntary due execution of the foregoing document, all for the purposes therein expressed.

Witness my hand and seal this _____ day of _____, 2017.

[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, 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 GKN Driveline Newton LLC

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 _____, 2017, between Catawba County ("County") and GKN Newton LLC ("GKN Newton"). 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 GKN Newton, that:

(a) GKN Newton owns the real property necessary for the Improvements; and
(b) GKN Newton will create, maintain and make available a minimum of 143 net new jobs (in addition to the existing 1,097 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 GKN Newton the economic development incentive provided for herein; and
(c) GKN Newton agrees to comply with the Calendar of Responsibilities listed below.

Calendar of Responsibilities:

By January 5: GKN Newton make payment to County according to Tax Listing filed by January 31st of the previous year unless extension is requested and approved for April 15th. Any extension request must be filed by January 31st.
By March 5: GKN Newton must provide Exhibit B, supporting documents and proof of payment and/or compliance as required within Agreement.
By April 15: GKN Newton 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__.

GKN DRIVELINE NEWTON LLC

BY: _____

TITLE: _____

EXHIBIT B
Joint Economic Development Agreement
Between County of Catawba and GKN Driveline Newton LLC

CERTIFICATE

TO: Catawba County

This Certificate is delivered pursuant to Section 7 and Section 9 of the Joint Economic Development Agreement ("the "Agreement") dated _____, 2017, between Catawba County ("County") and GKN Driveline Newton LLC ("GKN Newton"). Any capitalized term not otherwise defined herein shall have the meaning assigned to such term in the Agreement.

GKN Newton 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 _____ Maiden 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__.

GKN Driveline Newton LLC

_____
BY: Paul J. Westman
TITLE: Vice President – Taxation/Director of Tax Americas and Corporate Projects
GKN North America Services, Inc.

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: GKN Newton makes payment to County according to Tax Listing filed by January 31st of the previous year unless extension is requested and approved for April 15th. Any extension request must be filed by January 31st.

By March 5: GKN Newton must provide Exhibit B, supporting documents and proof of payment and/or compliance as required within Agreement.

By April 15: GKN Newton 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: Scott Millar, President, Catawba County EDC
Date: January 17, 2017
RE: Apple Public Hearing

OVERVIEW: Schedule 1 of the July 6, 2009 Economic Development Agreement specified real estate that qualified for the terms of qualifying incentives. The agreement contracted Apple to a minimum investment of $1 Billion dollars by the company over the first 10 years and agreed to create a minimum of 50 direct Apple jobs and 150 additional permanent jobs at the facility. Apple has far exceeded those commitments, having spent almost $3 Billion dollars and having created over 400 permanent on-site jobs in less than 7 years. Additional construction is currently occurring that will be completed in the next few months, and grading is underway on the remaining developable acreage on the site. Apple has been acquiring sizable properties around the original 2009 site for future expansion purposes, and about 250 additional acres has been either acquired or placed under option for immediate use, allowing substantial additional new facility construction in the next 12-24 months, doubling the acreage and potential buildout of the original site.

INITIAL INCENTIVE: The initial incentive was a 10 year grant in an amount equal to 50% of taxes received for real property and buildings and 85% of personal property/contents for the first $1 billion; another 10 year period is added if they have spent or commit to spend another $1 billion in the second 10 years, and another 10 year period if they have spent or agree to spend an additional $500 million in the third ten years. They have reported expenditures of $2.81 billion since 2010, far exceeding any commitments, and this does not capture any of the current construction currently underway or contents. Net receipts from just their permitting activities and water capital fees in years 1-3 totaled over $642,000 to the County. Our current net income to the County has been between $912,000-$1,065,000 for the last four years, and will go up substantially with the current construction in process.

CURRENT CONSTRUCTION: The initial 2009 building was 500,000sf; two small +/- 25,000sf facilities were added between 2012 and 2014; they built the shell of a 100,000sf facility and upfitted 50,000sf of it in 2015. They are currently upfitting the other 50,000sf of that facility and expanding it by another 100,000sf. Also under construction is a 75,000sf logistics/office facility along Startown Road; there are two additional 225,000sf facilities planned on the remaining acreage of the 2009 site—grading is currently underway for this, bringing the total building footprint on the initial site to 1,300,000 square feet, maxing out the site completely.

PROPOSED PROJECT: The company is proposing a rapid buildout on the new properties, doubling the acreage of the original property (215 acres in addition to the original 181.61 acres). Additional acreage adjoining the North property is being optioned to tidy up property lines, and to locate additional substation needs. Based on their current expenditures, the company has committed to an additional $1 billion in additional expenditures for the new properties, excluding any investments in solar and other green energy expenditures. The additional acreage will allow Apple to continue to grow over time.

COMPETITION: Many localities are offering near or total 100% deals to attract data center facilities, and the company is not shy about telling of the offers and the trips to other localities pursuing them. They have also carefully explained the process of determining where among their worldwide facilities to deploy each server, with different facilities calculating the net cost per deployed server.

PUBLIC HEARING: The proposal under consideration is to Amend the Agreement to (i) specifically incorporate the Expansion Property into the Maiden Property, thereby incorporating the Expansion Property into the Original Agreement as amended by the First Amendment, and (ii) provide other agreements between the County and Apple with respect to the Expansion Property.

Schedule 1 under the Initial Agreement

Parcel ID	Owner	Acreage	
363709055767	Apple Inc.	140.13	Schedule 1-Initial
362708871729	Apple Inc.	50.54	Schedule 1-Initial
362708883177	Apple Inc.	.96	Schedule 1-Initial
362708884066	Apple Inc.	.96	Schedule 1-Initial
362708875943	Apple Inc.	.92	Schedule 1-Initial
362708876820	Apple Inc.	.92	Schedule 1-Initial
Total		181.61	

Schedule 2 Property--Expansion Property

Parcel ID	Current Owner	Acreage	
362707575671	Apple Inc.	21.10	Schedule 2-Expansion
362701359294	Apple Inc.	100.02	Schedule 2-Expansion
362704741325	Saine (under contract)	114.91	Schedule 2-Expansion
362704731693	Apple Inc.	1.45	Schedule 2-Expansion
Total		237.48	

In addition to the real estate changes, Apple agrees to the following:

1) Apple agrees to notify the County in writing at least 90 days prior to Apple's commencement of construction of improvements on the expansion property in order for the County to plan for staffing of inspection officials.
2) Apple will assist County officials in the County's design of specific educational initiatives to generate and sustain a future high-tech workforce.
3) Apple will support the expansion of County job opportunities by:
    a. Considering this location for future Apple or Apple affiliate ventures, including office, research and development and other facilities, and
    b. Supporting the recruitment of other non-competing opportunities by making a financial contribution to the Catawba County Economic Development Corporation's Committee of 100.
4) All other terms and conditions of the Agreement remain in full force and effect.

RESOLUTION NO. 2017-

RESOLUTION AUTHORIZING ECONOMIC INCENTIVES FOR
APPLE INC.

WHEREAS, Apple Inc. has requested incentives to cause new investments equal to or exceeding One Billion Dollars ($1,000,000,000) to construct buildings and other improvements in the County. The construction and/or installation of the improvements will result in a substantial increase in the current tax value of property in the County owned by Apple Inc.

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

1. Apple Inc. shall make substantial improvements to the Maiden Property (further described in Schedule 1 of the July 6, 2009 Economic Development Agreement as amended by the First Amendment and Schedule 2 of the January 17, 2017 Second Amendment) during the next ten (10) years after the Effective Date of the Second Amendment and the total cumulative expenditures will meet or exceed One Billion Dollars ($1,000,000,000) during the ten (10) years.

2. Based on these investments, the Board of Commissioners approves the inclusion of the Expansion Property (described in Schedule 2 of the January 17, 2017 Second Amendment) within the definition of "Maiden Property" under the terms of the Original Agreement as amended by the First Amendment.

This the 17th day of January, 2017

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

CATAWBA EDC

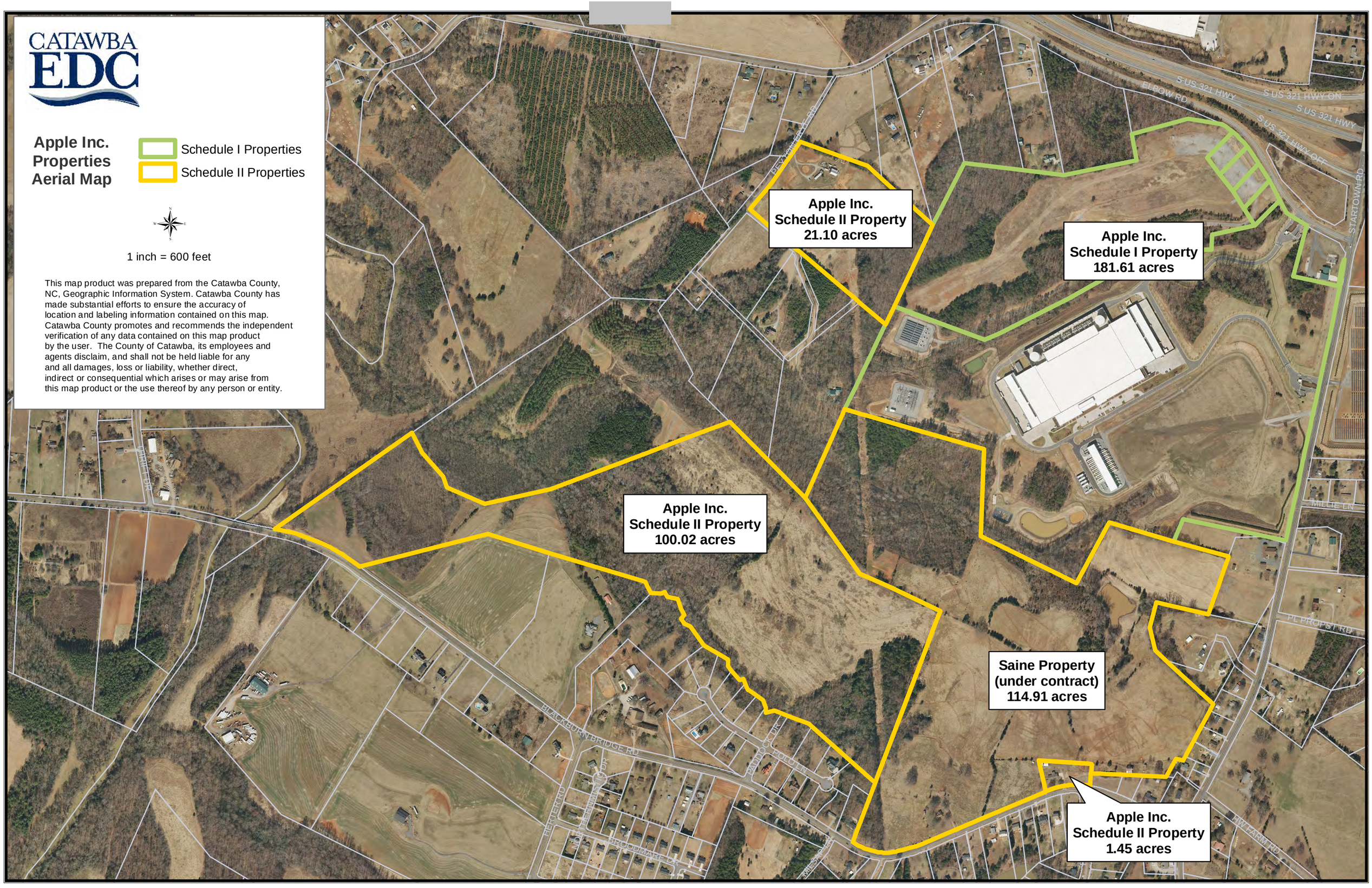
Apple Inc. Properties Aerial Map

Schedule I Properties

Schedule II Properties

1 inch = 600 feet

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



Prepared by: Debra Bechtel, County Attorney
Post Office Box 389, Newton NC 28658

STATE OF NORTH CAROLINA
COUNTY OF CATAWBA

ECONOMIC DEVELOPMENT AGREEMENT
SECOND AMENDMENT

THIS SECOND AMENDMENT, effective the __ day of January, 2017, amends the Economic Development Agreement dated the 6th day of July, 2009 ("**Original Agreement**") between Catawba County ("**County**") and Apple Inc., ("**Apple**"), as amended by the FIRST AMENDMENT dated August 15, 2014 ("**First Amendment**", and together with the Original Agreement, the "**Agreement**").

WITNESSETH

WHEREAS, the Original Agreement anticipates that Apple would cause investments equal to or exceeding One Billion dollars ($1,000,000,000) in the County during the initial ten (10) year term and encourages further investments by providing that Apple is entitled to two additional ten (10) year terms when it causes additional investment of Five Hundred Million dollars ($500,000,000) during each additional term, and

WHEREAS, the Original Agreement has been and remains mutually satisfactory in accomplishing the desired goals of the County and Apple as described in the Original Agreement, and

WHEREAS, because of the Original Agreement, Apple has invested significantly in its east coast data center facility located on the real estate described in the Original Agreement on Schedule 1 (the "**Schedule 1 Property**"), and

WHEREAS, under the Development Agreement applicable to the Schedule 1 Property, Apple is permitted to use the Schedule 1 Property for a wide variety of uses including data center, call center and other facilities used to house computer systems and associated components, such as telecommunications and storage systems, power supplies, internet-related equipment and services, data communications, connections, environmental controls and security devices (the "**Project**"), and

WHEREAS, Apple has created over 400 direct or indirect jobs as part of the Project which exceeds the initial investment and job creation goals outlined in the Original Agreement, and

WHEREAS, consistent with the purposes of the Original Agreement, Apple has purchased or through an agent entered into a purchase agreement with private owners to purchase property in the vicinity of the Schedule 1 Property (the "**Expansion Property**") to expand its investments in the County and to further the Project subject to the conditions set forth herein, and

WHEREAS, the Original Agreement defines Land as the Schedule 1 Property and other real property in the vicinity of the Schedule 1 Property that might be acquired by Apple after the date of the Original Agreement, and

WHEREAS, the County and Apple amended the Original Agreement in the First Amendment to define the Schedule 1 Property and other real property in the vicinity of the Schedule 1 Property as the **Maiden Property**, and to define the Maiden Property and Claremont Property collectively as the Land, and

WHEREAS, the new Improvements which Apple intends to cause could be located elsewhere in the United States, but because of the Original Agreement, the First Amendment and Second Amendment, Apple intends to construct new Improvements and install new Equipment in the County, causing further investments in the County, expansion of the Project, and increase in the current tax value of the Expansion Property, and

WHEREAS, Apple estimates that its new investment in the Maiden Property (after the Expansion Property has been incorporated into the definition of the Maiden Property) will equal or exceed One Billion Dollars ($1,000,000.00), exclusive of solar farm investments, during the next ten (10) years after the Effective Date of this Second Amendment, and will result in the creation of additional jobs, in furtherance of the Agreement, and

WHEREAS, the County and Apple wish to amend the Agreement to: (i) specifically incorporate the Expansion Property into the Maiden Property, thereby incorporating the Expansion Property into the Original Agreement as amended by the First Amendment, and (ii) provide other agreements between the County and Apple with respect to the Expansion Property.

NOW THEREFORE, the Parties agree to amend the Agreement as follows:

1. The capitalized terms of "Improvements" and "Equipment" used but not defined in this Second Amendment will have the meanings given to them in the Agreement.

2. The term "**Maiden Property**" as defined in the WHEREAS clause provided for in Paragraph 1 of the First Amendment (which replaced the fourth WHEREAS clause in the Original Agreement) is hereby amended to specifically include in the definition of "Maiden Property" (in addition to the parcels named on Schedule 1 of the Original Agreement) the Expansion Property and other property in the vicinity of the Maiden Property . The Expansion Property is described in Schedule 2 that is attached to this Second Amendment. After execution of this Second Amendment, the Maiden Property includes the properties described on Schedule 1 and Tracts A,B and D described on Schedule 2 and property in the vicinity of the property described on either Schedule 1 or Schedule 2. Should Apple elect, in its sole discretion, to purchase Tract C described on Schedule 2, Apple will give notice to the County that Apple has become the record owner of Tract C. Upon becoming the record owner of Tract C, Tract C shall be deemed to have been included in this Second Amendment. However, in the event Apple elects not to close and purchase Tract C described on Schedule 2, its election shall not affect the validity of the Agreement or this Second Amendment.

3. In order for the County to plan for staffing of permits and inspection officials, Apple agrees to notify the County in writing at least 90 days prior to Apple's commencement of construction of Improvements on the Expansion Property.

4. Apple will assist County officials in the County's design of specific educational initiatives to generate and sustain a future high-tech workforce.

5. Apple will support the expansion of County job opportunities by:
    a. considering this location for future Apple or Apple affiliate ventures, including office, research and development and other facilities, and

    b. supporting the recruitment of other non-competing opportunities by making a financial contribution to the Catawba Economic Development Corporation's Committee of 100.

6. All other terms and conditions of the Agreement remain in full force and effect and apply to the Expansion Property, including, without limitation paragraph 9 of the Agreement. If any provision of this Second Amendment or its application to any person is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to the fullest extent possible. In any event, invalidation of any provision of the Second Amendment, or its application to any other person, shall not affect the validity or application of (a) any other provision of the Second Amendment, (b) any provision of the Original Agreement or (c) any provision of the First Amendment to any person or circumstance and the remaining portions of the Second Agreement and all provisions of the Original Agreement and First Amendment shall continue in full force and effect.

IN WITNESS THEREOF, the parties have hereunto set their hands to this Second Amendment.

CATAWBA COUNTY
A North Carolina Body Politic

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

ATTEST
(Seal)

_____
Barbara E. Morris, Clerk

APPLE INC.
A California Corporation

By: _____
Luca Maestri, Chief Financial Officer

STATE OF NORTH CARLINA
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, and that by authority duly given and as the act of the public body the foregoing instrument was signed in its name by its Chair, sealed with its official seal, and attested by herself as County Clerk.

Witness my hand and seal this ____ day of _____, 2016.

(Seal) _____
Notary Public

My Commission Expires: _____

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

On _____, 2016, before me, _____, personally appeared Luca Maestri, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of whom the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

(Seal) _____
Notary Public

My Commission Expires: _____

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

Date: _____ _____
Robert Miracle, CFO, Catawba County

APPROVED AS TO FORM

Date: _____ _____

Debra Bechtel, County Attorney

Schedule 2 to Second Amendment

Description of All or Portion of the Expansion Property Apple Intends to Purchase

TRACT A LOT 1 – PIN 362707575671

Lying and being in Jacobs Fork Township, Catawba County, North Carolina, and being described as follows:

Fee Tract:

BEGINNING at an iron pin in the approximate center line of a 30-foot private road known as Peyton Frye Road, common corner of Michael A. Heaton, Randy A. Bumgarner and Woodrow Greene, Jr., same being located along the center line of Peyton Frye Road, South 29° 52' West 573.92 feet from an iron pin in the center line of Elbow Road (State Road #2007) at the northwest corner of Michael A. Heaton; AND RUNNING THENCE FROM SAID BEGINNING POINT along the southern line of Heaton, two calls as follows: South 71° 40' 00" East 555.32 feet to an existing iron pin; and South 48° 55' 02" East 643.04 feet to an existing stone and iron pin control corner, common corner of Michael Heaton, Randy Lee McCaslin and Donald C. Beaver; thence with the western line of Beaver, South 24° 11' 44" West 660 feet to an existing stone and iron pin control corner, southwest corner of Beaver and northwest corner of Martha P. Kiziah; thence with Kiziah, South 24° 33' 29" West 150.49 feet to an iron pin, northeast corner of Anthony Lynn Herman in the line of Kiziah; thence with Herman North 50° 16' 46" West 289.85 feet to an existing iron pin inside a Duke Power Company tower line right of way, common corner of Anthony Lynn Herman and Steven Sims in or near the edge of a 30-foot gravel road; thence with Sims and later with Joseph Edwin Frye, Jr., and generally along the northeast edge of the 30-foot gravel road, North 50° 16' 46" West 1049.96 feet to an existing iron pin, corner of Joseph Edwin Frye, Jr. in the line of Randy A. Bumgarner, same also being located on the west side of the 30-foot private road known as Peyton Frye Road; thence with the Randy Bumgarner line and running in the private road (Peyton Frye Road), the following courses and distances: North 39° 30' 45" East 243.14 feet to an existing iron pin; North 54° 03' 04" East 221.84 feet to an existing iron pin; and North 33° 51' 30" East 130.75 feet to the point of Beginning, and same containing 21.50 acres, more or less.

Easement Tract:

Also conveyed herewith is a perpetual non-exclusive right and easement of ingress and egress over and upon a 30-foot gravel road known as Peyton Frye Road, which said right and easement shall be appurtenant to and run with the above described property, and said easement being described as follows:

> BEING a strip of land 30 feet in width, same lying 15 feet on each side of the following described center line: BEGIN at an iron pin at the northernmost or northwestern corner of the above described 21.50 acre tract, and runs North 29° 52' East 573.92 feet to an iron pin in the center line of Elbow Road (State Road 82007).

The above description is taken from a survey by Carl S. Henline, Surveyor, dated April 19, 2001, entitled "Property Survey of the Katie [sic] Frye Sigmon Property for Dennis Herman & Judy Herman, Jacobs Fork

Township, Catawba County, North Carolina," with reference thereon to Book 1898 at page 515, Catawba County Registry.

Being the same property as described in the deed to Dennis M. Herman and wife, Judy K. Herman recorded in Book 2269 at Page 1297, Catawba County Registry.

Together With Easement Rights:

TOGETHER WITH any and all right, title and interest, whether express or implied and whether arising by grant, plat, reservation, custom and usage, necessity, estoppel, dedication, prescription or adverse possession (and with the intent to convey and continue whatever prior period or duration of prescriptive use or adverse possession there may have been so that such period or duration of prescriptive use or adverse possession may be tacked onto), in and to the use of any right or easement for drainage, utilities, or ingress and egress to and from the above described property and Elbow Road (State Road 2007), including, without limitation, over, across and upon (a) any property designated as Peyton Frye Road, (b) the 10-foot wide easement referenced in the deeds recorded in Book 1080 at Page 393, Book 1174 at Page 541, Book 1310 at Page 388, Book 1312 at Page 688, Book 1968 at Page 327, Book 1977 at Page 1125 and Book 2945 at Page 678 and shown on the plat recorded in Plat Book 71 at Page 197, (c) the 30-foot wide easement referenced in the deeds recorded in Book 2269 at Page 1297, Book 1595 at Page 230, Book 2000 at Page 53, Book 3001 at Page 1031 and Book 3018 at Page 1432 and shown on the plats recorded in Plat Book 24 at Page 182 and Plat Book 71 at Page 197, (d) the 20-foot wide easement referenced in Book 1450 at Page 272 and Book 1041 at Page 872, and (e) the 45-foot wide easement shown on the plat recorded in Plat Book 24 at Page 182, Catawba County Registry.

Description with Reference to the Current Survey:

And being the same property described by reference to the current survey of the property as follows:

Fee Tract:

Being all that piece, parcel and tract of land located in Catawba County, North Carolina, containing approximately 21.508 acres, having an address of 3516 Peyton Frye Road, being identified as PIN 3627-07-57-5671, and being more particularly described as follows:

TO LOCATE THE POINT OF BEGINNING, commence at the NGS concrete monument "Honey" PID FA4810 (NAD83 (2007) N:683901.44 E:1317047.47) and run thence South 55°23'22" East, 9935.17 feet to a one-half inch rebar found at the northwest corner of the property of Dennis M. and Judy K. Herman (PIN 3627-07-57-5671) described in the instrument recorded in Deed Book 2269, Page 1297, Catawba County Public Registry and being the POINT OF BEGINNING of the tract of land herein described; thence from said POINT OF BEGINNING as so located along the southern line of the property of John Adams and others (now or formerly) described in the instrument recorded in Deed Book 3217, Page 124, and shown on Plat Book 71, Page 197, Catawba County Public Registry, six (6) courses and distances as follows: (1) South 70°32'02" East, 10.20 feet to a point on a 10-foot access easement as described in the instrument recorded in Deed

Book 1174, Page 541, Catawba County Public Registry; (2) thence South 70°32'02" East, 20.97 feet to a point on a 30-foot access easement described in the instrument recorded in Deed Book 1898, Page 515, Catawba County Public Registry; (3) thence South 70°32'02" East, 349.77 feet to the centerline of a 68-foot Duke Energy overhead transmission line right-of-way described in the instrument recorded in Deed Book 450, Page 267, Catawba County Public Registry; (4) thence South 70°32'02" East, 173.95 feet to a five-eighths inch rebar found; (5) thence South 47°47'34" East, 557.69 feet to the center of an unnamed stream; and (6) thence South 47°47'34" East, 85.27 feet to a stone found; thence leaving the southern line of the property of John Adams and others (now or formerly) and with the western line of the property of Apple Inc. (now or formerly) described in the instrument recorded in Deed Book 2985, Page 1596 and Deed Book 3026, Page 97 and shown on Plat Book 69, Page 157 & 158, Catawba County Public Registry, two (2) courses and distances as follows: (1) South 25°17'38" West, 659.75 feet to a stone found; and (2) thence South 25°32'07" West, 150.43 feet to a one-half inch rebar found; thence leaving the western line of the property of Apple Inc. (now or formerly) and with the northern line of the property of Anthony L. and Terri F. Herman (now or formerly) described in the instrument recorded in Deed Book 3008, Page 104 and Deed Book 3152, Page 1527, Catawba County Public Registry, two (2) courses and distances as follows: (1) North 49°13'29" West, 266.28 feet to the center of an unnamed stream; and (2) thence North 49°13'29" West, 23.55 feet to a one half inch rebar set; thence leaving the northern line of the property of Anthony L. and Terri F. Herman (now or formerly) and with the northern line of the property of David E. and Jane B. Whisnant (now or formerly) described in the instrument recorded in Deed Book 2108, Page 474 and Deed Book 3152, Page 1527, Catawba County Public Registry, two (2) courses and distances as follows: (1) North 49°13'29" West, 14.61 feet to the centerline of a 68-foot Duke Energy overhead transmission line right-of-way described in the instrument recorded in Deed Book 450, Page 267, Catawba County Public Registry; and (2) thence North 49°13'29" West, 554.15 feet to a one-half inch rebar found; thence leaving the northern line of the property of David E. and Jane B. Whisnant (now or formerly), and with the northern line of the property of Joseph E. Frye Jr (now or formerly) described in the instrument recorded in Deed Book 2612, Page 775, Catawba County Public Registry, three (3) courses and distances as follows: (1) North 49°13'36" West, 451.22 feet to a point on a 30-foot access easement described in the instrument recorded in Deed Book 1898, Page 515, Catawba County Public Registry; (2) thence North 49°13'36" West, 20.00 feet to a point on a 10-foot access easement as described in the instrument recorded in Plat Book 24, Page 182, Catawba County Public Registry; and (3) thence North 49°13'36" West, 10.00 feet to a one-half inch rebar found on the west side of a gravel road; thence leaving the northern line of the property of Joseph E. Frye Jr (now or formerly) and with the eastern line of the property of Steven L. and Laine E. Chambers (now or formerly) described in the instrument recorded in Deed Book 3018, Page 1432 and shown on Plat Book 24, Page 182, Catawba County Public Registry, two (2) courses and distances as follows; (1) North 40°33'18" East, 243.17 feet to a one-half inch open top pipe; and (2) thence North 35°07'39" East, 221.89 feet to a one-half inch open top iron pipe; thence leaving the eastern line of the property of Steven L. and Laine E. Chambers (now or formerly) and along a portion of the eastern line of the property of Nicholas A. Montgomery (now or formerly) described in the instrument recorded in Deed Book 3340, Page 833 and shown on Plat Book 24, Page 182 and Plat Book 22, Page 165, Catawba County Public Registry, North 35°13'16" East, 132.03 feet to the POINT OF BEGINNING, as shown on a survey by Christopher F. Jordan, PLS #L-4956 of McGill Associates dated August 31, 2016.

10-Foot Access Easement:

TO LOCATE THE POINT OF BEGINNING, commence at the NGS concrete monument "Honey" PID FA4810 (NAD83 (2007) N:683901.44 E:1317047.47) and run thence South 55°23'22" East, 9935.17 feet to a one-half inch rebar found at the northwest corner of the property of Dennis M. and Judy K. Herman (PIN 3627-07-57-5671) described in the instrument recorded in Deed Book 2269, Page 1297, Catawba County Public Registry and being the POINT OF BEGINNING of the tract of land herein described; thence from said POINT OF BEGINNING as so located along the eastern line of the property of Nicholas A. Montgomery (now or formerly) described in the instrument recorded in Deed Book 3340, Page 833 and shown on Plat Book 24, Page 182 and Plat Book 22, Page 165, Catawba County Public Registry, and the western line of the property of John Adams and others (now or formerly) described in the instrument recorded in Deed Book 3217, Page 124, and shown on Plat Book 71, Page 197, Catawba County Public Registry, North 30°49'54" East, 139.93 feet to a five-eighths inch rebar found; thence leaving the eastern line of the property of Nicholas A. Montgomery (now or formerly) and along the eastern line of the property of Tongsee Xiong (now or formerly) described in the instrument recorded in Deed Book 3274, Page 1313 and shown on Plat Book 22, Page 165, Catawba County Public Registry, and continuing with the western line of said property of John Adams and others (now or formerly) described above, two (2) courses and distances as follows: (1) North 30°59'01" East, 370.20 feet to a five-eighths inch rebar found; and (2) thence North 30°58'34" East, 85.50 feet to a rail road spike found in Elbow Road (SR 2007); thence leaving the eastern line of the property of Tongsee Xiong (now or formerly) and leaving the western line of the property of John Adams and others (now or formerly), South 59°01'26" East, 10.00 feet to a point; thence South 30°58'34" West, 85.50 feet to a point; thence South 30°59'01" West, 370.19 feet to a point; thence South 30°49'54" West, 137.90 feet to a point; thence North 70°32'02" West, 10.20 feet to the POINT OF BEGINNING, as shown on a survey by Christopher F. Jordan, PLS #L-4956 of McGill Associates dated August 31, 2016.

TRACT B LOT 2 – PIN 362701359294

Lying and being in Jacobs Fork Township, Catawba County, North Carolina, and being described as follows:

BEGINNING at a #5 rebar, corner of Steven R. Sims, now or formerly, (Deed Book 1898, Page 524, Catawba County Registry); thence with the southwestern line of Sims, South 45° 27' 0" East 788.14 feet to an old stone, corner of Sims and Saine, now or formerly (Deed Book 888, Page 351); thence with the southwestern line of Saine, South 38° 58' 50" East 661.46 feet to an old stone; thence South 65° 11' 30" East 668.00 feet to a 7/8" pipe; thence with the northwestern line of Saine, South 19° 27' 20" West 1,352.19 feet to a #4 rebar; thence North 49° 14' 32" West 644.68 feet to a #4 rebar; thence North 69° 24' 11" West 275.99 feet to a #4 rebar in the center line of a branch; thence meandering with the center line of the branch, the following courses and distances: South 73° 34' 53" West 66.22 feet; North 02° 20' 22" West 39.75 feet; North 19° 43' 44" West 56.74 feet; North 57° 04' 43" West. 132.26 feet; North 24° 21' 31" West 85.83 feet; South 77° 01' 43" West 29.59 feet; North 41° 28' 52" West 129.72 feet; North 01° 30' 28" East 47.25 feet; North 59° 42' 29" West 206.42 feet; North 37° 05' 10" West 164.71 feet; North 64° 48' 47" West 48.82 feet; North 27° 51' 38" West 43.26 feet; North 34° 38' 49" East 30.05 feet; North 29° 58' 36" West 51.11 feet; North 14° 53' 11" West 73.42 feet; North 81° 43' 10" West 79.94 feet; North 26° 59' 13" West 47.35 feet; South 56° 11' 07" West 29.13 feet; North 85° 52'

17” West 73.12 feet; North 25° 51’ 59” West 90.46 feet to a #4 rebar; thence North 74° 09’ 16” West 1,206.08 feet to a #4 rebar; thence South 74° 45’ 02” West 1011.82 feet, crossing a #4 rebar at 9 + 73.05 feet to the center of Blackburn Bridge Road (S.R. 2021); thence with the center line of said right of way, the following courses and distances: North 55° 25’ 13” West 100 feet; North 59° 12’ 33” West. 100 feet; North 63° 52’ 03” West 100 feet; North 68° 30’ 08” West 100 feet; North 71° 11’ 43” West 50 feet; North 73° 33’ 08” West 50 feet; North 74° 44’ 28” West 50 feet; thence North 77° 39’ 43” West 118.32 feet; thence with the southeastern line of Alan G. Hefner, now or formerly (Deed Book 505, Page 227, Catawba County Registry), crossing a 1 1/4” pipe at 0 + 20.00 feet North 54° 09’ 12” East 1,255.33 feet, corner of Hefner and Bumgarner, now or formerly (Deed Book 1806, Page 1073, Catawba County Registry); thence with the southwestern line of Bumgarner, South 24° 02’ 00” East 154.53 feet to a 2” pipe; thence South 42° 57’ 38” East 229.13 feet to a 2” pipe; thence South 17° 42’ 27” East 85 77 feet to a 2” pipe; thence South 68° 08’ 44” East 298.95 feet to a marked 24” oak; thence continuing with the southeastern line of Bumgarner, North 76° 01’ 18” East 497.35 feet; thence North 68° 52’ 20” East 776.47 feet to a marked 15” cedar; thence North 67° 46’ 51” East 608.70 feet to the point; and place of BEGINNING and containing 100.00 acres, more or less, as shown on the unrecorded property survey for Danny R. Blackwell by Huel C. Bailey, N.C.R.L.S. No. L-3353, dated December 17, 1998.

For reference to chain of title, see deed recorded in Book 2338, Page 153, in the Office of the Register of Deeds of Catawba County, North Carolina.

The property described above is currently identified as Catawba County Tax Parcel #0011155 and PIN 362701359294, with an address of Blackburn Bridge Road, Lincolnton, NC 28092.

Together With Easement Rights:

TOGETHER WITH any and all right, title and interest, whether express or implied and whether arising by grant, plat, reservation, custom and usage, necessity, estoppel, dedication, prescription or adverse possession (and with the intent to convey and continue whatever prior period or duration of prescriptive use or adverse possession there may have been so that such period or duration of prescriptive use or adverse possession may be tacked onto), in and to the use of any right or easement for drainage, utilities, or ingress and egress to and from the above described property and Blackburn Bridge Road (State Road 2021), Paddock Drive or Polo Lane (as Paddock Drive or Polo Lane are shown on the plat recoded in Plat Book 49 at Page 149, Catawba County Registry), including, without limitation, over, across and upon any of the lots and roads shown on such recorded plat.

Description with Reference to the Current Survey:

And being the same property described by reference to the current survey of the property as follows:

Being all that piece, parcel and tract of land, PIN 3627-01-35-9294 located in Catawba County, North Carolina, and being more particularly described as follows:

To located the POINT OF BEGINNING, commence at the NGS concrete monument "Honey" PID FA4810 (NAD83 (2007) N:683901.44 E:1317047.47), and run thence South 34°38'03" East, 9458.15 feet to a one-inch open top iron pipe found at the northwest corner of the property of The Viles Family Charitable Trust, PIN 3627-01-35-9294 described in Deed Book 2338, Page 153, Catawba County Public Registry and being the point of beginning of the tract of land herein described; thence from said POINT OF BEGINNING as so located, run along the southern line of the property of William R. and Constance C. Bumgarner (now or formerly) as described in instrument recorded in Deed Book 2280, Page 1514, Catawba County Public Registry South 22°53'12" East, 154.56 feet to a one inch open top iron pipe found; thence South 42°01'27" East, 229.39 feet to a one inch open top iron pipe found; thence South 16°38'32" East, 85.45 feet to a one inch open top iron pipe found; thence South 66°45'18" East, 299.34 feet to a 37-inch oak tree; thence North 76°50'31" East, 486.58 feet to a point in the center of an unnamed creek; thence North 76°50'31" East, 11.56 feet to a one inch open top iron pipe found; thence North 69°54'57" East, 776.46 feet to a re-bar set; thence North 68°49'22" East, 335.90 feet to a point in the center of a Duke Energy overhead electric transmission line right of way as described in Deed Book 557, Page 138. Catawba County Public Registry; thence North 68°49'22" East, 271.31 feet to a one inch open top iron pipe found, said iron being the northeastern corner of The Viles Family Charitable Trust property; thence leaving the southern line of Bumgarner and along the southern line of David E. and Jane B. Whisnant, Jr. (now or formerly) as described in instrument recorded in Deed Book 2108, Page 474 and Deed Book 3152, Page 1527 and the southern line of Anthony L. and Terri F. Herman (now of formerly) as described in instrument recorded in Deed Book 3008, Page 104 and Deed Book 3152, Page 1527, Catawba County Public Registry South 44°32'15" East, 788.08 feet to a stone found; thence leaving the southern line of Whisnant and Herman and continuing along the southern line of Sandra S. Campbell and Pansy S. Saine (now or formerly) as described in instrument recorded in Deed Book 2956, Page 1698, Catawba County Public Registry South 38°05'12" East, 660.44 feet to a one-half inch re-bar found; thence South 64°09'04" East, 106.14 feet to a point in the center of a Duke Energy overhead electric transmission line right of way as described in Deed Book 450, Page 267, Catawba County Public Registry; thence continuing along said southern line South 64°09'04" East, 561.80 feet to a one-half inch open top iron pipe found; thence along the western line of Campbell and Saine, South 20°26'04" West, 234.41 feet to a point in the center of a Duke Energy overhead electric transmission line right of way as described in Deed Book 557, Page 138, Catawba County Public Registry; thence South 20°26'04" West, 673.17 feet to the center of an unnamed creek; thence South 20°26'04" West, 292.23 feet to a point in the center of a Duke Energy overhead electric transmission line right of way as described in Deed Book 450, Page 267, Catawba County Public Registry, thence South 20°26'04" West, 152.25 feet to a one-half inch re-bar found; thence leaving the western line of Campbell and Saine and continuing along the northern line of Lots 14 (portion of), 15, 16 and 17 of The Paddocks Subdivision as shown in Plat Book 49, Page 149, Catawba County Public Registry, North 48°17'01" West, 644.67 feet to a re-bar set; thence continuing along the northern line of Lot 14 of The Paddocks Subdivision, North 68°26'40" West, 20.32 feet to a point in the center of an unnamed creek, thence continuing along said northern property line, North 68°26'40" West, 145.64' feet to a re-bar set; thence leaving the northern line of Lot 14 and continuing along the northern line of a 50 foot right of way of an unconstructed road as shown on Plat Book 49, Page 149 North 68°26'40" West, 36.04 feet to a point

in the center of an unnamed creek; thence North 68°26'40" West, 14.81 feet to a re-bar set; thence along the northern line of Lot 13 of The Paddocks Subdivision North 68°26'40" West, 59.18 feet to a point in the center of an unnamed creek; thence following the unnamed creek in a northwesterly direction and being the northern line of Lots 8, 9, 10, 11, 12 and 13 as shown on Plat Book 49, Page 149, Catawba County Public Registry the following calls: North 80°30'43" West, 20.84 feet; South 52°18'10" West, 38.43 feet; North 81°48'33" West, 17.16 feet; North 02°17'31" West, 17.02 feet; North 08°38'00" East, 17.40 feet; North 05°53'43" East, 20.06 feet; North 21°40'29" West, 31.96 feet; North 49°46'54" West, 24.34 feet; North 58°10'24" West, 20.28 feet; North 44°59'34" West, 31.53 feet; North 57°05'59" West, 44.33 feet; North 59°33'15" West, 22.33 feet; North 11°34'18" West, 26.85 feet; North 45°26'38" West, 22.81 feet; North 14°38'59" West, 33.36 feet; North 57°51'58" West, 20.51 feet; South 43°47'22" West, 21.58 feet; South 55°21'35" West, 7.92 feet; North 56°20'06" West, 7.11 feet; North 21°09'35" West, 47.57 feet; North 59°32'20" West, 25.38 feet; North 34°34'47" West, 20.28 feet; North 38°16'41" West, 34.64 feet; North 12°29'10" West, 16.42 feet; North 14°04'03" East, 29.71 feet; North 35°33'14" West, 10.77 feet; North 64°23'01" West, 28.42 feet; North 53°57'43" West, 27.07 feet; North 58°36'15" West, 27.48 feet; South 55°02'54" West, 11.10 feet; North 41°08'09" West, 33.30 feet; North 57°11'49" West, 46.99 feet; North 66°47'22" West, 37.47 feet to a one-half inch re-bar found (disturbed); thence continuing along the centerline of the unnamed creek, and along the northern line of Griffith-Blackwell LTD (now or formerly) as described in Deed Book 2166, Page 1332 Catawba County Public Registry, North 34°12'30" West, 37.70 feet; North 41°13'55" West, 22.01 feet; North 20°33'15" West, 27.50 feet; North 49°32'16" West, 30.30 feet; North 31°58'51" West, 45.83 feet; North 57°33'35" West, 25.35 feet; North 68°35'23" West, 33.28 feet; North 19°11'11" East, 9.04 feet; North 45°50'03" West, 27.22 feet; North 43°19'33" East, 20.23 feet; North 29°47'54" East, 17.58 feet; North 10°43'54" West, 19.30 feet; North 39°00'21" West, 21.30 feet; North 30°45'14" West, 24.04 feet; North 15°21'39" West, 20.83 feet; North 14°45'25" West, 51.16 feet; North 76°48'59" West, 13.86 feet; South 53°14'20" West, 19.87 feet; North 45°30'23" West, 40.60 feet; North 60°17'14" West, 19.87 feet; North 01°52'30" West, 29.13 feet; North 37°17'53" West, 18.30 feet; North 81°57'56" West, 10.21 feet; South 42°20'23" West, 22.53 feet; North 41°21'53" West, 13.16 feet; North 74°26'19" West, 30.90 feet; South 80°02'55" West, 31.94 feet; North 86°05'02" West, 4.86 feet to a one-half inch re-bar found; thence leaving the northern line of Griffith-Blackwell and the centerline of the unnamed creek and continuing along the northern line of Tito Gori as described in Deed Book 3049, Page 623, Catawba County Public Registry, North 24°22'13" West, 19.06 feet to a point in the center of an unnamed creek; thence North 24°22'13" West, 31.82 feet to a point in the center of an unnamed creek; thence North 24°22'13" West, 27.07 feet to a point in the center of an unnamed creek; thence North 24°22'13" West, 12.09 feet to the center of an unnamed creek; thence continuing along the northern line of Gori, North 73°11'43" West, 20.92 feet to a one-half inch re-bar found; thence North 73°11'43" West, 715.28 feet to a one-half inch re-bar found; thence North 73°07'55" West, 470.15 feet to a one-half inch re-bar found; thence South 75°44'03" West, 972.96 feet to a one-half inch re-bar found (disturbed); thence South 75°44'03" West, 38.85 feet to the center of Blackburn Bridge Road (State Road No. 2021); thence with the centerline of Blackburn Bridge Road in a northwesterly direction the following calls: North 52°40'54" West, 38.99 feet; North 55°12'11" West, 46.28 feet; North 55°56'06" West, 35.15 feet; North 58°04'04" West, 39.86 feet; North 60°23'53" West, 50.27 feet; North 62°20'49" West, 35.83 feet; North 64°45'13" West, 69.28 feet; North 66°29'10" West, 30.38 feet; North 68°57'45" West, 90.51 feet; North 72°18'02" West, 92.79 feet; North 75°34'55" West, 86.00 feet; North 77°24'21" West, 52.78 feet to a railroad spike

in the center of Blackburn Bridge Road; thence leaving the center of Blackburn Bridge Road and continuing along the eastern line of Timothy A. and Gail M. Hefner as described in Deed Book 2877, Page 636 and Plat Book 50, Page 156, Catawba County Public Registry, North 55°08'05" East, 1255.67 feet to the point of beginning as shown on a survey by Christopher F. Jordan, PLS #L-4956 of McGill Associates, containing 99.835 acres.

TRACT C LOT 3 – PIN 362704741325

Lying and being in Jacobs Fork Township, Catawba County, North Carolina, and being described as follows:

TRACT 1:

BEGINNING at an iron pin, a corner of Russell Saine in the line of Clarence Whisnant in the southern margin of a road, and running thence with the Saine line North 27° 30' East 407.2 feet to an iron stake; thence South 86° 20' East 544.5 feet to an iron pin, a corner of J.P. Scronce; thence with the Scronce line South 6° 29' West 127.8 feet to a cap and nail corner in the road first above-mentioned and in the line of Clarence Whisnant; thence with the Whisnant line North 86° 25' West 198 feet to a cap and nail corner; thence with the Whisnant line South 67° 39' West 561 feet to the point of BEGINNING, and containing 2.73 acres, more or less.

For reference to chain of title, see deed from Marvin W. Hoyle and wife, Lucy Michael Hoyle, to Russell A. Saine and wife, Ocie May S. Saine, dated April 20, 1962, and recorded in Book 715, Page 245, in the Office of the Register of Deeds of Catawba County, North Carolina. Also see deed recorded in Book 288, Page 473 and deed recorded in Book 913, Page 62, both in the Catawba County Registry.

LESS AND EXCEPTING that certain portion of the above-described Tract 1 that was conveyed to William Russell Saine by deed recorded in Book 1016, Page 447, Catawba County Registry.

TRACT 2:

BEGINNING at a corner in the middle of the sand clay road leading from the old Bost School House toward Anthony's Store, on the line of the Zell Beard Property, corner of Clarence Whisnant, and running thence with the middle of the said road and the line of Zell Beard, South 73° East 195 feet to a corner in the road, corner of Beard and the Clarence Whisnant Property; thence with the middle of the road and Whisnant's line North 87° East 161 feet to a corner in the middle of the said road; thence with Whisnant's line and the middle of said road North 68° East 706 feet to a stake in the middle of

said road, formerly a W.O. stump, an iron being placed at the South edge of said road; thence a new line and with the line of Perry Schronce North 27° 30' East 1226.2 feet to a stone, the old corner; thence with Schronce's line North 63° West 1033 feet to an iron stake and stone, corner of Clarence Whisnant; thence with Whisnant's line South 20° West 1859 feet to the BEGINNING, and containing 34 1/3 acres, more or less.

For reference to chain of title, see deed dated November 27, 1948 from Marvin W. Hoyle and wife, Lucy Michael Hoyle, to Russell A. Saine and wife, Ocie Mae Schronce Saine, recorded in Book 399, Page 54, in the Office of the Register of Deeds of Catawba County, North Carolina.

For further reference to chain of title, see deed recorded in Book 288, Page 473 and deed recorded in Book 913, Page 62, both of Catawba County Registry.

TRACT 3:

BEGINNING at a stake in the middle of the branch on the line of Lou Frye Abernethy, and running South 26 1/2° West 28 poles to a stone; thence South 37 1/4° East 40 poles to a stake; thence South 65° East 24 poles to a stake on the line of Joe Finger; thence South 65° East along Joe Finger's and W.A. Hoyle's line and a 12-foot road 100 poles to a stake, corner of Ruth Howington; thence North 28 1/3° East with Ruth Howington's line 26 2/3 poles to a stake, corner of Ruth Howington on J.P. Scronce's line; thence North 65° West 15 poles to a stake, corner of J.P. Scronce; thence South 28 1/2° West 25 3/4 poles to a stake on the bank of a road or cartway, corner of J.P. Scronce; thence along the bank of said road North 65° West 85 poles to a stake, corner of J.P. Scronce; thence North 28° East 39 3/4 poles to a stake in the middle of the branch; thence North 69 1/2° West down the branch 48 poles to a stake in the middle of the branch; thence North 40 1/2° West with the branch 16 poles to the BEGINNING, containing about 17 1/2 acres, and this being a part of the A.P. Michael Farm in Jacob's Fork Township.

Saving and excepting, however, from the land above-described that part thereof which was heretofore conveyed by Marvin W. Hoyle and wife, Lucy Michael Hoyle, by deed dated December 14, 1942, and recorded in Book 339, Page 240, in the Office of the Register of Deeds of Catawba County, North Carolina, and described as follows:

> BEGINNING at a stake, Ruth Howington's corner and running with her line North 28 1/3° East 26 2/3 poles to a stone, her corner on the line of J.P. Scronce; thence with his line North 65° West 15 poles to a stake, his corner; thence with his line South 28 1/3° West 26 2/3 poles to a stake, Hoyle's corner; thence South 65° East 15 poles to the BEGINNING, containing 2 1/2 acres, more or less.

For reference to chain of title, see deed recorded in Book 288, Page 373 in the Office of the Register of Deeds of Catawba County, North Carolina. Also see deed recorded in Book 715, Page 246, Catawba County Registry.

TRACT 4:

BEGINNING at a stone corner of Aubrey Smith and running thence with Smith line South 26° West 503.25 feet to a dogwood corner of Aubrey Smith and of Andrew H. Saine; thence with the old line of Andrew H. Seine the following courses and distances: South 6° 45' West 645 feet crossing a branch to an old stone corner, South 27° 30' West 819 feet to an old iron pin corner; thence South 86° 20' East 544.5 feet to an iron pin corner of Steven Scronce; thence with the Steven Scronce line South 86° 20' East 594 feet to an old iron pin corner of Paul McRee; thence North 28° East 622 feet to an old iron pin corner of Steven Scronce and the line of Robert Mullins; thence with the Scronce line North 46° 42' West 578.4 feet to an iron pin corner of Steven Scronce in a ditch; thence continuing with the Steve Scronce line the following courses and distances: North 13° 25' West 177 feet to an iron pin corner in a ditch, North 17° 11' East 196 feet crossing a branch to an iron pin corner, South 75° 53' East 385.4 feet to an iron pin corner of Cedar Grove Baptist Church; thence with the church line North 19° 56' East 435.6 feet to an old iron pin corner of Cedar Grove Baptist Church and of Aubrey Smith; thence with the Aubrey Smith line North 76° West 895 feet to the point of BEGINNING and containing 36.60 acres, more or less, according to a plat prepared by Joe F. Robinson, Registered Surveyor, dated February 2, 1970, which said plat bears reference to deed recorded in Book 253, Page 246 and Book 369, Page 91, Catawba County Registry. Also see deed recorded in Book 948, Page 502, Catawba County Registry.

LESS AND EXCEPTING that certain portion of the above-described Tract 4 that was conveyed to William Russell Saine and wife, Susie F. Saine by deed recorded in Book 1430, Page 390, Catawba County Registry.

TRACT 5:

[Intentionally deleted. Previously conveyed to Rutherford Electric Membership Corporation by deed recorded on January 17, 1991 in Book 1700 Page 249, Catawba County Registry.]

TRACT 6:

BEGINNING at an old iron pin, corner of Paul McRee in the Steven Scronce line, and running thence along Paul McRee, North 28° East 148 feet to a corner at a fence post in the McRee line; thence with a fence, North 76° West 240 feet to an iron; thence South 17° 50' West 183 feet to an iron in the line of Steven Scronce; thence with the Scronce line, South 86° 20' East 212 feet to the point of BEGINNING, containing 0.8 acres, more or less, according to a survey and plat prepared by Joe Robinson, Surveyor, dated February 2, 1970, entitled "J.P. Scronce Property" Drawing No. R-73, with reference on said plat being made to deeds recorded in Book 369, Page 91, Book 253, Page 246 and Book 339, Page 240.

The above tract of land is carved out of the Southeast corner of the lands described in deed recorded in Book 369, Page 91, Catawba County Registry.

For reference to chain title, see deed recorded in Book 1149, Page 98, Catawba County Registry.

LESS AND EXCEPTING that certain portion of the above-described Tract 6 that was conveyed to Marshall L. Lawing and wife, Michelle M. Lawing by deed recorded in Book 1561, Page 848, Catawba County Registry.

TRACT 7:

BEGINNING at a stake in the middle of the branch on the line of Lou Frye Abernethy, the same being the Northwest corner of property presently owned by Mr. Andrew C. Saine, the same being located South 26° 30' West 17 1/2 poles from a point in the property owned by Aubrey Smith and running along the line of Andrew C. Saine, South 42° 30' East 16 poles to a corner in the branch, running thence in the most part along the line of the branch along the line of Andrew C. Saine, South 69° 30' East 48 poles to a corner in the branch, the same being a corner of the Andrew C. Saine property continuing; thence along the line of Andrew C. Saine South 28° 00' West 655.9 feet to a stake, said stake being located on the line of a 12 foot cartway, continuing thence along the northerly line of the 12 foot cartway, said cartway bordering on the property of Clarence Whisnant and Russell Saine South 65° 00' East 1305.0 feet to a stone, said stone being a corner of the J.P. Scronce property and of the 12 foot cartway, said stone being located 12 feet from a corner of the Russell Saine property; thence continuing in the line of the J.P. Scronce property, North 6° 45' East 655 feet to a dogwood corner of the Aubrey Smith property; thence continuing along the line of the Aubrey Smith property, North 66° 00' West 779.6 feet to a stone, corner of the Aubrey Smith property; thence continuing along the line of Aubrey Smith property due North 631.1 feet to a persimmon, said persimmon being located in a corner of the Aubrey Smith property, thence continuing along the line of the Aubrey Smith property 76° 00' West 64 poles to a stone, said stone being located along the line of Aubrey Smith property and Lou Frye Abernethy property; thence along the line of Lou Frye Abernethy

property South 26° 30' West 17 1/2 poles to the point of the BEGINNING. Said property containing an area of approximately 28.18 acres.

This description was taken by a plat dated January 4, 1967, by Joe F. Robinson, Registered Surveyor, said plat giving reference to Book 253, Page 246, Catawba County Registry, said map being entitled "J.P. Scronce property".

For reference to chain of title see deed recorded in Book 888, Page 351, Catawba County Registry.

As to Tracts 1 to 7 described above, reference is also made to the deeds recorded in Book 2826 at Page 1193, Book 2925 at Page 258 and Book 2956 at Page 1698.

The combination of Tracts 1 to 7 described above is currently identified as Catawba County Tax Parcel #0012481 and PIN 362704741325 with an address of 2358 Blackburn Bridge Road, Maiden, NC 28650.

Together With Easement Rights:

TOGETHER WITH any and all right, title and interest, whether express or implied and whether arising by grant, plat, reservation, custom and usage, necessity, estoppel, dedication, prescription or adverse possession (and with the intent to convey and continue whatever prior period or duration of prescriptive use or adverse possession there may have been so that such period or duration of prescriptive use or adverse possession may be tacked onto), in and to the use of any right or easement for drainage, utilities, or ingress and egress to and from the above described property or to and from Blackburn Bridge Road (State Road 2021) or Startown Road (State Road 1005), including, without limitation, over, across and upon (a) the 20-foot wide easement referenced in the deed recorded in Book 888 at Page 210 and (b) the 18-foot wide easement referenced in the deed recorded in Book 1561 at Page 848, Catawba County Registry.

Description with Reference to the Current Survey:

And being the same property described by reference to the current survey of the property as follows:

Being all that piece, parcel and tract of land, PIN 3627-04-74-1325 located in Catawba County, North Carolina, and being more particularly described as follows:

To locate the **Point of Beginning**, commence at the NGS concrete monument "Honey" PID FA4810 (NAD83 (2007) N:683901.44 E:1317047.47) and run thence South 44°30'48" East, 12,308.57 feet to a one half inch rebar found along the northern line of The Viles Family Charitable Trust (now or formerly) as described in instrument recorded in Deed Book 2338, Page 153, Catawba County Public Registry and being the point of beginning of the tract of land herein described; thence from the **Point of Beginning** as so located, with a northern line of The Viles Family Charitable Trust, North 38°05'12" West, 660.44 feet to a stone found on the southeast corner of Williams (now or formerly) as described in instrument recorded in Deed Book 3359, Page 1486, Catawba County Public Registry; thence along the east line of Williams, North 25°48'38" East, 452.00 feet to the center of a branch; and continuing along the east line of Williams, North 25°48'38" East, 267.00 feet to a stone found on the southwest corner of Apple, Inc., (now or formerly) as described in instrument recorded in Deed Book 3026, Page 97, Catawba County Public Registry; thence with the southern line of Apple, South 73°59'41" East, 121.53 feet to a point in the center of a Duke Energy overhead electric transmission line right-of-way, as described in Deed Book 450, Page 278, Deed Book 450, Page 266, and Deed Book 450, Page 282, Catawba County Public Registry; thence continuing with the line of Apple, South 73°59'41" East, 938.39 feet to a stone found; thence continuing with a line of Apple, South 01°59'56" West, 529.49 feet to the center of a branch; thence continuing with a line of Apple, South 01°59'56" West, 105.76 feet to a one half inch rebar found; thence continuing with a line of Apple, South 63°58'44" East, 779.55 feet to a one half inch rebar found; thence continuing with a line of Apple, North 28°00'14" East, 53.75 feet to the center of a branch; thence continuing with a line of Apple, North 28°00'14" East, 449.51 feet to a one half inch rebar found; thence continuing with a line of Apple, South 73°23'18" East, 494.16 feet to a three quarters inch iron rod found on the southwest corner of Cedar Grove Baptist Church (now or formerly) as described in instrument recorded in Deed Book 3125, Page 1237, Catawba County Public Registry; thence with the southern line of Cedar Grove Baptist Church, South 74°36'14" East, 415.01 feet to a rebar set; thence with the western line of Cedar Grove Baptist Church (now or formerly) as described in instrument recorded in Deed Book 651, Page 19, Catawba County Public Registry, South 19°21'13" West, 435.59 feet to a one half inch open top iron pin found on the northern property line of Scronce (now or formerly) as described in instrument recorded in Deed Book 2351, Page 554, Catawba County Public Registry; thence with the property line of Scronce, North 76°12'35" West, 384.21 feet to a one half inch rebar set; thence continuing with a property line of Scronce, South 16°40'59" West, 42.38 feet to the center of a branch; thence continuing with a property line of Scronce, South 16°40'59" West, 153.61 feet to a one half inch rebar set; thence continuing with a property line of Scronce, South 13°36'53" East,

177.00 feet to a one inch open top pipe found in the centerline of a ditch; thence continuing with a property line of Scronce, South 47°08'49" East, 105.37 feet to a one half inch rebar found at the western most corner of the Reynolds property (now or formerly) as described in instrument recorded in Deed Book 2694, Page 1219, Catawba County Public Registry; thence with the property line of Reynolds, South 47°12'49" East, 472.19 feet to a one inch open top iron pipe found on the western property line of Anthony and Poarch (now or formerly) as described in instrument recorded in Deed Book 2130, Page 206, Catawba County Public Registry; thence with the western lines of said Anthony and Poarch property, and other property of Anthony and Anthony (now or formerly) as described in instrument recorded in Deed Book 2893, Page 613, and the property of Starr (now or formerly) as described in instrument recorded in Deed Book 1730, Page 549, Catawba County Public Registry, South 28°05'57" West, 301.34 feet to a one quarter inch bar found; thence with a portion of the line of Starr and the western property line of Trivette (now or formerly) as described in instrument recorded in Deed Book 2788, Page 1259, Catawba County Public Registry, South 28°46'43" West, 125.81 feet to a one half inch disturbed open top iron pipe found; thence with a portion of the line of Trivette and along the property line of Maiden Knitting Industries, Inc. (now or formerly) as described in instrument recorded in Deed Book 2074, Page 124, Catawba County Public Registry, South 28°58'11" West, 46.93 feet to a one half inch bar found; thence continuing with a line of Maiden Knitting, North 76°03'20" West, 49.89 feet to a one half inch bar found; thence continuing with a line of Maiden Knitting, South 28°01'07" West, 66.71 feet to a point; thence continuing with a line of Maiden Knitting, South 28°01'07" West, 17.99 feet to a point; thence continuing with a line of Maiden Knitting, South 28°01'07" West, 72.46 feet to a one quarter inch bar found on the northern property line of Scronce (now or formerly) as described in instrument recorded in Deed Book 947, Page 21, Catawba County Public Registry; thence along the northern property line of Scronce, North 86°27'48" West, 539.93 feet to a three quarters inch bar found on the eastern line of William Russel and Susie Alice Saine (now or formerly) as described in instruments recorded in Deed Book 1430, Page 390, and Deed Book 1029, Page 825, Catawba County Public Registry; thence with the line of Saine, North 05°42'46" East, 64.80 feet to a rebar set; thence continuing with a line of Saine, North 85°52'59" West, 151.02 feet to a point in the center of a Duke Energy overhead electric transmission line right-of-way as described in Deed Book 571, Page 58, Deed Book 571, Page 59, Deed Book 557, Page 133, and Deed Book 557, Page 171, Catawba County Public Registry; thence continuing with a line of Saine, North 85°52'59" West, 238.76 feet to a point; thence continuing with a line of Saine, South 12°28'59" East, 225.30 feet to a one half inch rebar found on the northern right-of-way line for Blackburn Bridge Road (SR 2021); thence leaving the northern right-of-way line, South 12°28'59" East, 31.73 feet to the centerline of Blackburn Bridge Road (SR 2021); thence along the centerline of Blackburn Bridge Road (SR 2021) the following courses: South 70°01'13" West, 67.96 feet; South 67°08'39" West, 88.42 feet; South 66°51'08" West, 113.63 feet; South 66°52'05" West, 161.70 feet; South 67°12'30" West, 144.86 feet; South 67°28'31" West, 145.36 feet; South 67°07'28" West,

103.60 feet; South 67°23'33" West, 146.85 feet; South 67°58'00" West, 61.98 feet; South 70°52'44" West, 69.49 feet; South 76°35'36" West, 89.07 feet; South 83°34'28" West, 50.14 feet; South 88°25'24" West, 9.78 feet to a point in the center of a Duke Energy overhead electric transmission line right-of-way as described in Deed Book 450, Page 278, Deed Book 450, Page 266, and Deed Book 450, Page 282, Catawba County Public Registry; South 88°25'24" West, 39.17 feet; North 82°04'47" West, 56.20 feet; North 75°19'39" West, 63.81 feet; North 66°44'14" West, 126.05 feet; thence leaving the centerline of Blackburn Bridge Road (SR 2021) and along the eastern line of Pepe (now or formerly) as described in instrument recorded in Deed Book 1940, Page 1089, Catawba County Public Registry, North 20°52'58" East, 30.00 feet; thence continuing with the line of Pepe, North 20°52'58" East, 367.00 feet to an axel found; thence along the eastern line of Lot 17 of The Paddocks Subdivision as shown in Plat Book 49, Page 149, Catawba County Public Registry, North 20°32'00" East, 101.38 feet to a one half inch rebar found; thence along the property line of The Viles Family Charitable Trust (now or formerly) as described in instrument recorded in Deed Book 2338, Page 153, Catawba County Public Registry, North 20°26'04" East, 152.25 feet to a point in the center of a Duke Energy overhead electric transmission line right-of-way as described in Deed Book 450, Page 278, Deed Book 450, Page 266, and Deed Book 450, Page 282, Catawba County Public Registry; thence continuing with the line of The Viles Family Charitable Trust, North 20°26'04" East, 292.23 feet to the center of a branch; thence continuing with the line of The Viles Family Charitable Trust, North 20°26'04" East, 675.49 feet to a point in the center of a Duke Energy overhead electric transmission line right-of-way as described in Deed Book 571, Page 58, Deed Book 571, Page 59, Deed Book 557, Page 133, and Deed Book 557, Page 171, Catawba County Public Registry; thence continuing with the line of The Viles Family Charitable Trust, North 20°26'04" East, 232.09 feet to a disturbed one half inch open top iron pipe found; thence continuing with another line of The Viles Family Charitable Trust, North 64°09'04" West, 561.80 feet to a point in the center of a Duke Energy overhead electric transmission line right-of-way as described in Deed Book 450, Page 278, Deed Book 450, Page 266, and Deed Book 450, Page 282, Catawba County Public Registry; thence continuing with the line of The Viles Family Charitable Trust, North 64°09'04" West, 106.14 feet to the Point of Beginning, as shown on a survey by Christopher F. Jordan, PLS #L-4956 of McGill Associates, containing 115.88 acres more or less.

TRACT D LOT 4 – PIN 362704731693

Lying and being in Jacobs Fork Township, Catawba County, North Carolina and being described as follows:

Parcel A:

BEGINNING at an old iron pin corner of Steven Scronce, and running thence with his line South 6° 29' West 122.3 feet to a cap and nail corner of Steven Scronce in the line of the Clarence

L. Whisnant Estate in the approximate center of the Startown-Grace Church Road; thence with the approximate center of said Road and with the line of Clarence L. Whisnant Estate the following courses and distances: North 84° 13' West 43.65 feet to a cap and nail corner; North 89° 15' West 75 feet to a cap and nail corner; South 84° 09' West 77.55 feet to a cap and nail corner; South 77° 05' West 75 feet to a cap an nail corner; South 71° 51' West 49.55 feet to a cap and nail corner; thence a new line North 12° 03' West 183.54 feet to an iron pin, a new corner; thence South 86° 20' East 366.65 feet to the point of Beginning, and containing 1.085 acres, more or less, as shown on a Plat prepared by Joe F. Robinson, Registered Surveyor, dated February 2, 1973, which said Plat bears reference to deed recorded in Book 913 at page 62 in the office of the Register of Deeds of Catawba County, North Carolina.

Being the same property as described in the deeds recorded in Book 1029 at Page 825 and in Book 1016 at Page 447 in the office of the Register of Deeds of Catawba County, North Carolina.

Parcel B:

BEGINNING at an iron pin located at the old common Northwest corner of Steven Schronce and Northeast corner of William Russell Saine (Deed Book 1029 at Page 825) in the Southern line of Andrew C. Saine (Deed Book 948 at Page 502), said beginning corner also being located North 6° 29' East 122.3 feet from the common Southwest corner of Steven Schronce and Southeast corner of William Russell Saine in the centerline of Blackburn Bridge Road (SR 2021) AND RUNS THENCE FROM SAID BEGINNING CORNER a new line North 6° 08' 46" East 64.80 feet to an iron, a new corner; runs thence another new line, North 85° 27' West 389.41 feet to an iron, a new corner; runs thence another new line South 12° 03' East 73.5 feet to an iron, same being the old Northwest corner of William Russell Saine; runs thence with the old Northern line of William Russell Saine, South 86° 20' East 366.65 feet to the point and place of Beginning and containing 0.58 acres, more or less.

The above description taken from an unrecorded plat drawn by Gene Ross, Registered Surveyor, dated July 11, 1985, and entitled, "Plot plan of William Russell Saine and wife, Susie Alice F. Saine Property, Jacobs Fork Township, Catawba County, North Carolina," with reference thereon to Deed Book 948 at Page 502.

Being the same property as described in the deed recorded in Book 1430 at Page 390 in the office of the Register of Deeds of Catawba County, North Carolina.

The combination of Parcel A and Parcel B as described above is currently identified as Catawba County Tax Parcel #0012480 and PIN 362704731693, with an address of 2278 Blackburn Bridge Road, Maiden, NC 28650.

Together With Easement Rights:

TOGETHER WITH any and all right, title and interest, whether express or implied and whether arising by grant, plat, reservation, custom and usage, necessity, estoppel, dedication, prescription or adverse possession (and with the intent to convey and continue whatever prior period or duration of prescriptive use or adverse possession there may have been so that such period or duration of prescriptive use or adverse possession may be tacked onto), in and to the use of any right or easement for drainage, utilities, or ingress and egress to and from the above described property and Blackburn Bridge Road (SR 2021) or Startown Road (SR 1005).

Description with Reference to the Current Survey:

And being the same property described by reference to the current survey of the property as follows:

Being all that piece, parcel and tract of land, PIN 3627-04-73-1693 located in Catawba County, North Carolina, and being more particularly described as follows:

To locate the POINT OF BEGINNING, commence at the NGS concrete monument "Honey" PID FA4810 (NAD83 (2007) N:683901.44 E:1317047.47) and run thence South 43°55'38" East, 14434.30 feet to a one half inch rebar found on the northern right-of-way line for Blackburn Bridge Road (SR 2021) and being the point of beginning of the tract of land herein described; thence from said POINT OF BEGINNING as so located, and leaving the northern right-of-way line, North 12°28'59" West, 225.30 feet to a point; thence South 85°52'59" East, 238.76 feet to a point in the center of a Duke Energy overhead electric transmission line right-of-way as described in Deed Book 557, Page 171. Catawba County Public Registry; thence South 85°52'59" East, 151.02 feet to a one half inch rebar set; thence South 05°42'46" West, 64.80 feet to a three quarters inch found bar; thence South 06°03'01" West, 45.02 feet to a point in the center of a Duke Energy overhead electric transmission line right-of-way as described in Deed Book 557, Page 171. Catawba County Public Registry; thence South 06°03'01" West, 48.12 feet to a one inch found disturbed bar on the northern right-of-way line for Blackburn Bridge Road (SR 2021); thence leaving the northern right-of-way line South 06°03'01" West, 29.16 feet to the centerline of Blackburn Bridge Road (SR 2021); thence along the centerline of Blackburn Bridge Road (SR 2021) the following courses: North 84°13'14" West, 50.31 feet to a one half inch rebar found; North 88°41'34" West, 51.10 feet; South 86°29'36" West, 41.80 feet; South 83°12'08" West, 53.01 feet; South 76°21'44" West, 72.94 feet; South 70°13'17" West, 50.48 feet; thence leaving the centerline of Blackburn Bridge Road (SR 2021), North 12°28'59" West, 31.73 feet to the point of beginning as shown on a survey by Christopher F. Jordan, PLS #L-4956 of McGill Associates, containing 1.66 acres.

MEMORANDUM

TO: Catawba County Board of Commissioners

FROM: Chris Timberlake, Senior Planner

DATE: January 17, 2017

IN RE: Request for Amendment of Catawba County Unified Development Ordinance – Wall Signage Regulations

---

REQUEST

Consider an application to amend the wall signage regulations of the Catawba County Unified Development Ordinance (UDO).

REVIEW/BACKGROUND

Love's Travel Stops & Country Stores, Inc. is constructing a travel stop at the intersection of US Highway 321 and NC Highway 10 in the 321-Economic Development-Industrial (321-ED(I)) district. Love's is requesting that the wall signage regulations be amended to allow a larger area of wall space to be allowed for signage.

Different wall signage regulations exist in three separate sections of the UDO as follows:

- Section 44-446.13(c)(4) (321-ED Signs) of the UDO states, "One wall sign is permitted for individual establishments or buildings within the project for each wall exposed to adjoining streets, mounted on the building and not extending above its lower roofline. The sign can be up to 10% of the area of the wall involved but cannot exceed a total of 32 square feet."
- Section 44-430.15 of the Mixed Use Corridor-Overlay states, "the sign cannot exceed 10% of the area of the specific business wall involved, up to a maximum of 50 square feet, whichever is less."
- Section 44-563 titled, On-premise wall signs states, "Total wall signage on each street frontage may have a maximum area equal to 10% of the wall surface or up to a maximum of 75 square feet in area, whichever is less."

Sign regulations specific to Planned Development districts and Village Center districts reference Section 44-563 mentioned above.

Love's is requesting Section 44-446.13(c)(4) be amended to read, "Wall signs are not to exceed 10% of the square footage of the façade, but not to exceed 100 square feet on any wall. There is no limit to the number of signs as long as the aggregate square footage doesn't exceed 100 square feet."

The attached table lists wall signage regulations of nearby jurisdictions, two of which (Dunn, McDowell County) are locations of an existing Love's Travel Stop.

Generally, many jurisdictions allow 10% of the wall space or two (2) square feet of sign area per linear foot of building wall, where the sign is located, up to a maximum square footage. Such allowance would have better opportunity for the wall signage to be in proportion or scale to the building wall than the County's current regulation. Modifying the regulation also furthers one of the Board of Commissioner's goal to, "Continuously monitor County regulations to ensure they support orderly growth and business development."

Staff Recommendation

Staff recommends sections 44-446.13(c)(4) and 44-430.15 of the Unified Development Ordinance sections be modified to reference Section 44-563 On-premise wall signs and Section 44-563 be amended to the following:

Sec. 44-563. On-premise wall signs.

(a) Wall signage is permitted on each wall of a nonresidential building.

(b) Total wall signage for the front building wall is limited to two (2) square feet of area per linear foot of the building wall; not to exceed 300 square feet. Side and rear wall signage is limited to one (1) square foot of area per linear foot of the building wall; not to exceed 150 square feet.

(c) Light Emitting Diodes (LED), tri-vision, electronic messages and other similar technologies are allowed in all nonresidential districts, with the exception of the village district. This technology can be utilized subject to the following:

(1) Pulsating or flashing sign structures or messages are prohibited.

(2) LED signs must hold a static message a minimum of 8 seconds.

(d) Approved home occupations, cottage businesses or special uses may have one non-illuminated wall sign in lieu of an on-premise sign meeting the size requirements.

Planning Board Discussion

The Planning Board held a public hearing on December 20, 2016 to consider the request. Chad Bruner, Real Estate Project Manager for Love's Travel Stops, spoke in favor of the request. He indicated that the Love's Travel Stop will also be a shared location with a Hardee's fast food restaurant. Being able to display two wall signs and the additional sign size will help direct customers to the appropriate area of the building. A positive comment from the board noted the modification would allow wall signage on the rear of a building which is visible from a street.

PLANNING BOARD RECOMMENDATION

The Planning Board voted 7 – 0 in favor of recommending to the Board of Commissioners modifications to sections 44-446.13(c)(4) and 44-430.15 of the Unified Development Ordinance sections to reference Section 44-563 On-premise wall signs and Section 44-563 be amended to the following:

Sec. 44-563. On-premise wall signs.

(a) Wall signage is permitted on each wall of a nonresidential building and must not to extend above its lower roofline.

(b) Total wall signage for the front building wall is limited to two (2) square feet of area per linear foot of the building wall; not to exceed 300 square feet. Side and rear wall signage is limited to one (1) square foot of area per linear foot of the building wall; not to exceed 150 square feet.

(c) Light Emitting Diodes (LED), tri-vision, electronic messages and other similar technologies are allowed in all nonresidential districts, with the exception of the village district. This technology can be utilized subject to the following:

(1) Pulsating or flashing sign structures or messages are prohibited.

(2) LED signs must hold a static message a minimum of 8 seconds.

(d) Approved home occupations, cottage businesses or special uses may have one non-illuminated wall sign in lieu of an on-premise sign meeting the size requirements.

Applicant

Love's Travel Stops & Country Stores, Inc.

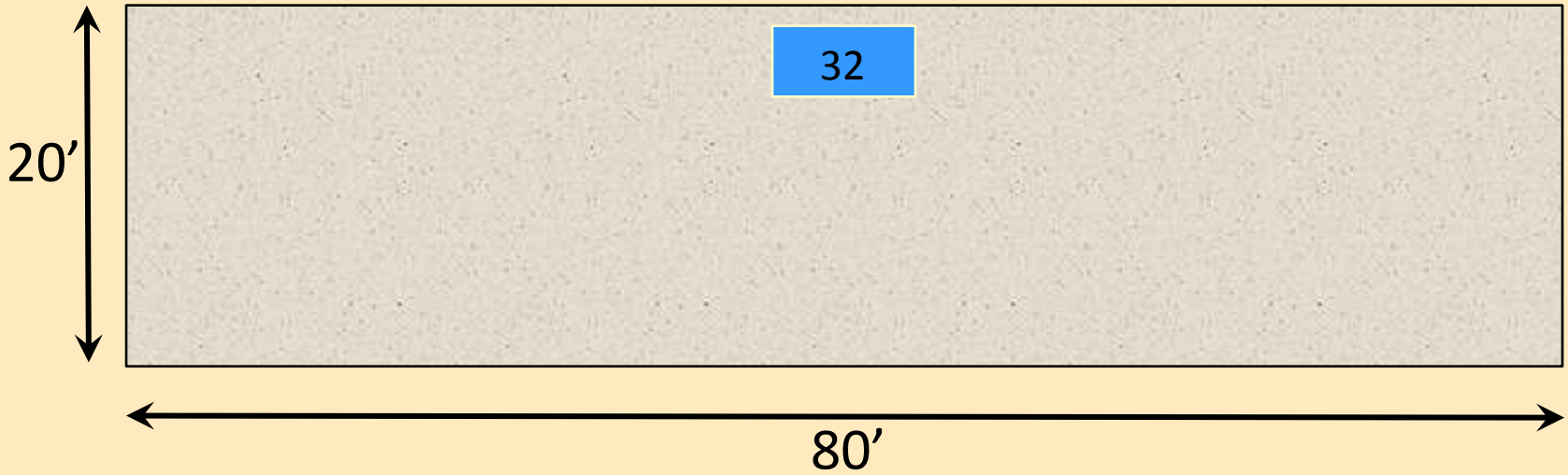
Request

Amend Section 44-446.13(c)(4) (321-ED Signs) to Allow an Increase in Wall Signage to be Permitted

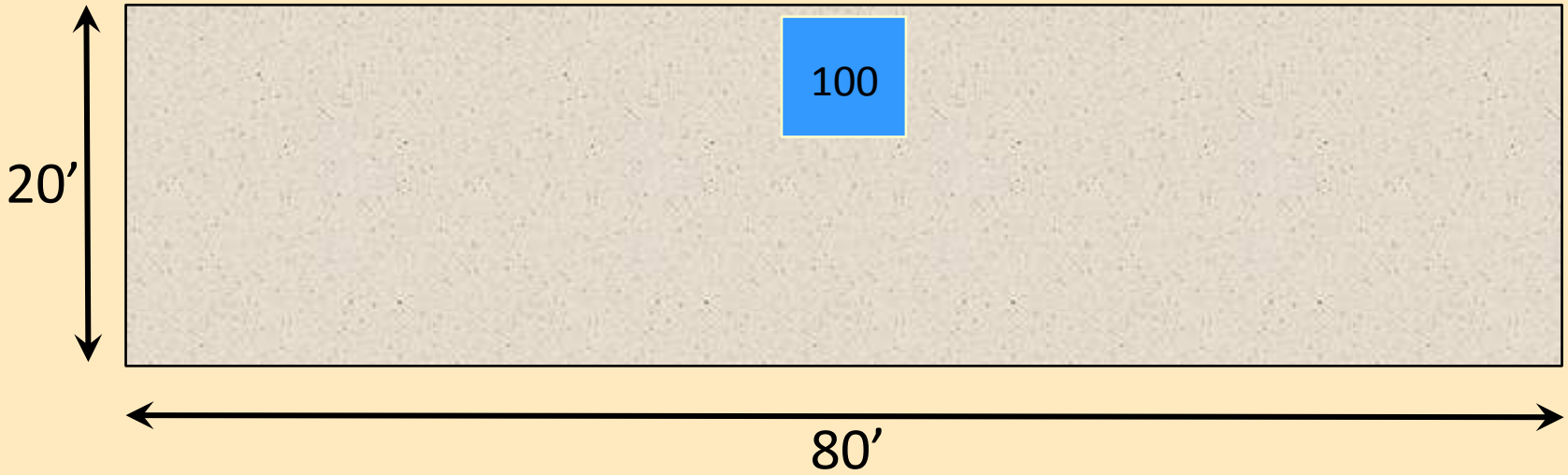
Date

January 17, 2017

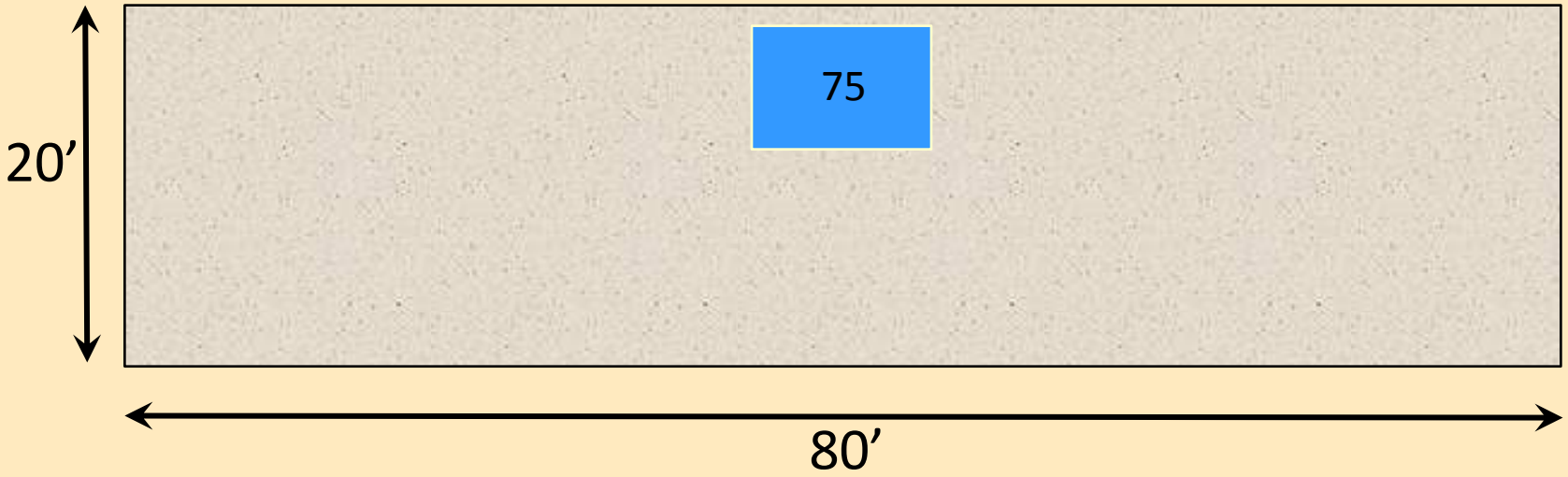
Current 321-ED: 10% of wall space, but not more than 32 sf.



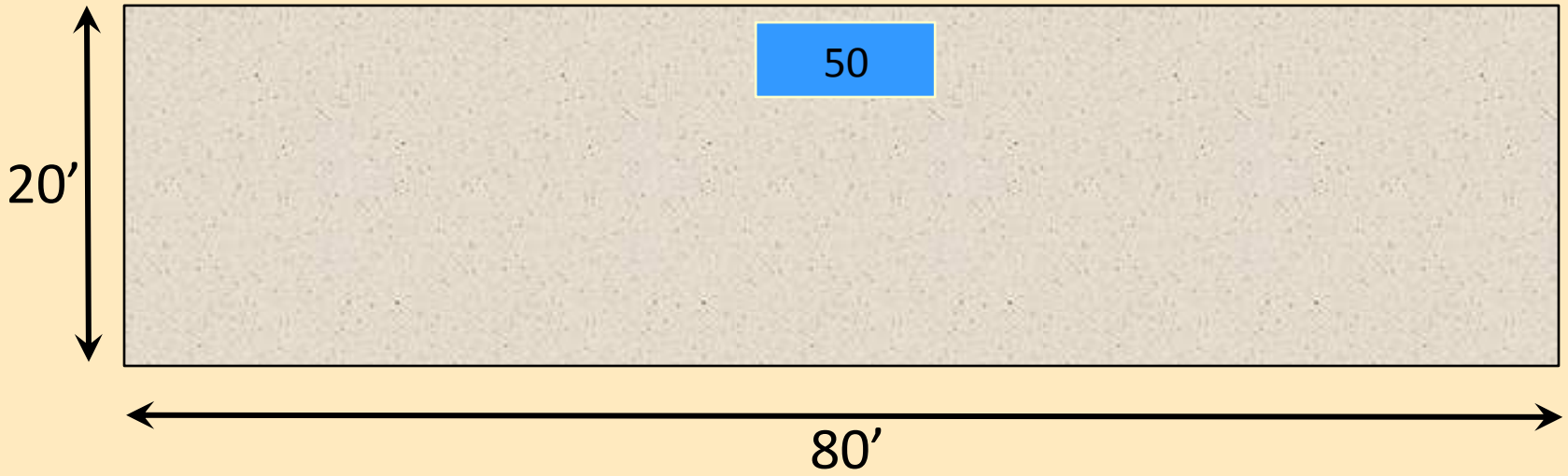
Love’s Proposal:10% (160sf.), maximum of 100 sf.



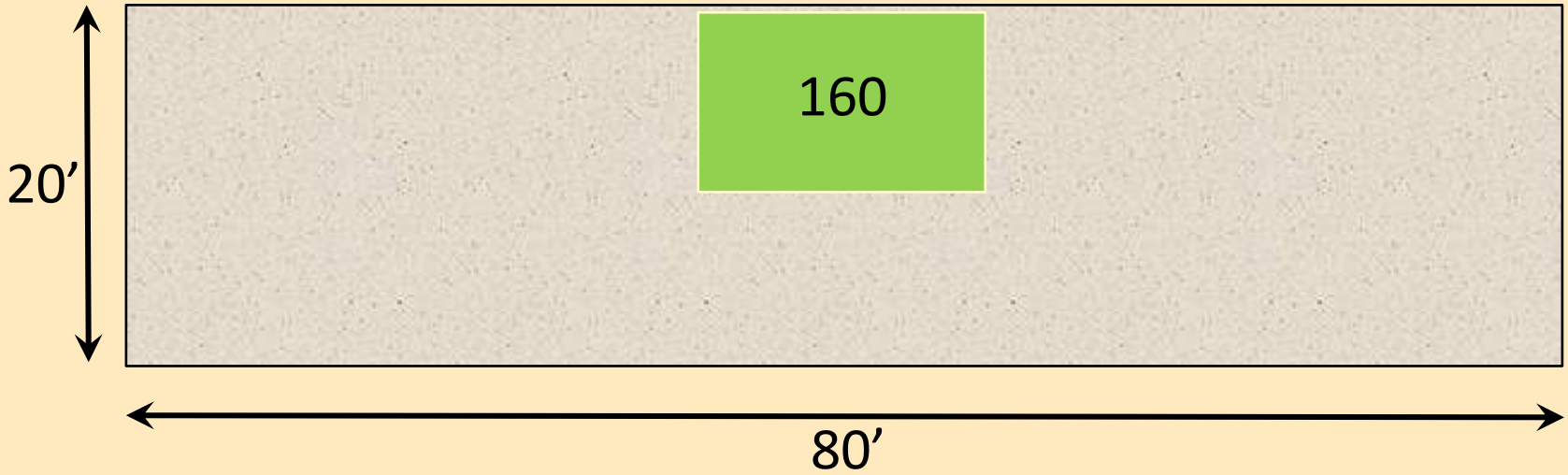
General Districts (Non-Res., PD, VC) :10% (160sf.) or 75 s[redacted]ever is less



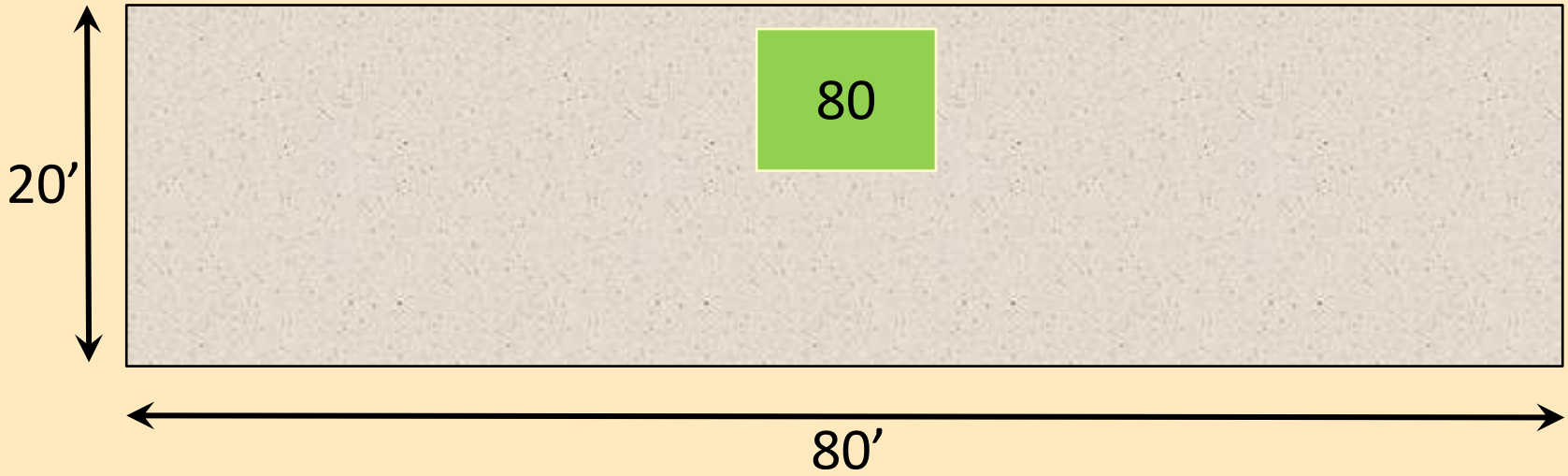
MUC-O:10% (160sf.) or 50 sf., whichever is less



Recommend (Front): 2 sf. per linear ft. of wall length, up to 300 sf.



Recommend (Side, Rear): 1 sf. per linear ft. of wall length, up to 150 sf.



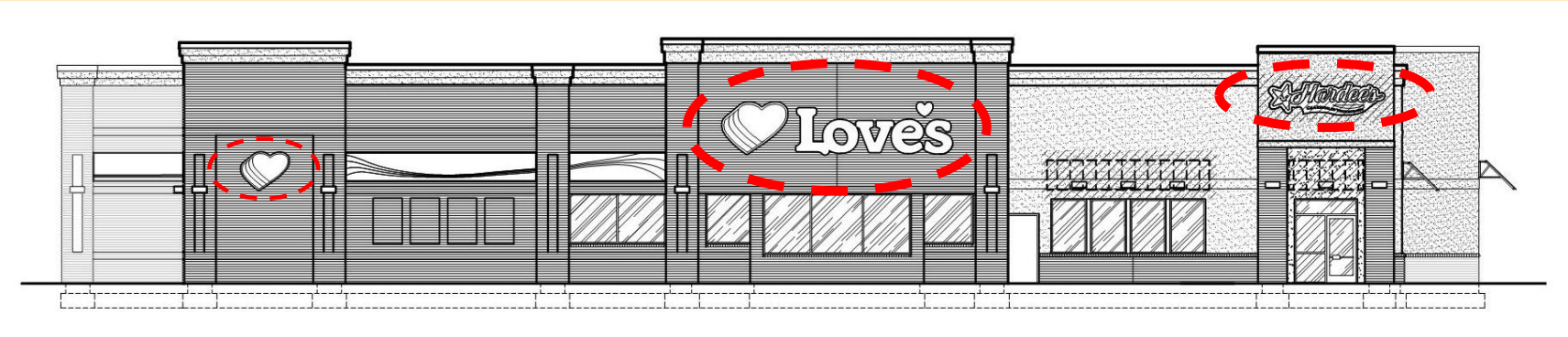
Review

Poll of 11 Jurisdictions (County/Municipal) – Wall Signs	
10% of wall with no maximum limit	2
10% of wall with 100sf. maximum limit	3
1 sf./2 sf. (area) per linear ft. of building wall (depending on district)	1
2sf./1 sf. (area) per linear ft. of building wall (300/ 150 sf. maximums)	1
2 sf. (area) per linear ft., not to exceed 10% of wall area	1
10% of the 1st floor	1
No regulations	2

Public Hearing Discussion

- The Planning Board held a public hearing on December 20, 2016 to consider the request.

- Chad Bruner, Real Estate Project Manager for Love's Travel Stops, spoke in favor of the request.
  - He indicated that the Love's Travel Stop will be a shared location with a Hardee's fast food restaurant. Being able to display two wall signs and the additional sign size will help direct customers to the appropriate area of the building.



- A positive comment from the board noted the modification would allow wall signage on the rear of a building which is visible from a street.

Planning Board Recommendation

The Planning Board voted 7 – 0 to submit a favorable recommendation to the Board of Commissioners to amend the Unified Development Ordinance Sections 44-563, 44-430.15, and 44-446.13 to allow:

- Front - 2 square feet of wall signage per linear foot of building wall length, up to 300 square feet; and

- Side/Rear – 1 square foot of wall signage per linear foot of building wall length, up to 150 square feet.

Jurisdiction	Sign Classification	Special District	Maximum Number of Signs	Maximum Square Footage Allowed	Additional Notes	Applicable Code Sections
Lincolnton, NC	Wall	Special Highway District	No restriction	10% of wall area of any wall on the building	No special restrictions in Special Highway District.	Section 153.169 & 153.120 (H)
Lincoln County, NC	Wall	n/a	No restriction	10% of wall area of any wall on the building; maximum of 100 SF allowed	There is an exception table which allows for the size of the wall sign to increase the farther away the builing is from the street.	Section 3.9.1
Gaston, NC	Wall	C-3	No restriction	Walls signs on any wall face shall not exceed 10% of the wall area not to exceed 100 sf		Section 12.5.5
Gaston County, NC	Wall	C-3, I-1, I-2	No restriction	10% of wall area of any wall on the building; maximum of 100 SF allowed		Table 12.4-6
Maiden, NC	Wall	n/a	No restriction	Max area is 1 sf per lineal foot of building frontage. In the C-1 district 2 sf per lineal foot of building frontage is allowed.	On multiple-occupancy buildings each occupant with a separate entrance serving the public may have a separate wall sign.	Section 11.1.10 (B)
Hickory, NC	Wall	n/a	The maximum number of signs permitted on the primary building wall shall be 3. On secondary walls the maximum numbers of permitted signs shall be 1	Primary wall signage is limited to 2 sf of area per each linear foot of primary building wall; not to exceed 300 sf. Secondary is permitted as 1 sf per linear foot of the primary building wall not to exceed 150 sf.	Secondary signage is allowed if the building has frontage on more than one public street.	Section 10.5.1
Mooresville, NC	Wall	Corridor Mixed Use	4 per front façade & 3 per side façade visible from a street	Maximum area of 2 sf per each linear foot of façade, not to exceed 10% of total façade		Section 8.3.1
Statesville, NC	Wall	Highway Commercial	No restriction	10% of each façade visible from the right-of way	No special provision for wall signs in Interstate Vicinity Overlay	Table 6-13
Dunn, NC	Attached	Highway Commercial	No restriction	Not to exceed 10% of 1st floor wall area.	Interstate Highway district only applies to hi-rise. No special mention of attached signs.	Section 22-292 (3)
McDowell County, NC					No mention of wall signs found in ordinance	
Marion, NC	Wall	n/a	No restriction	No size limit	Wall signs should reflect the proportional and dimensional relationships of the structure.	Section 21-135

10601 North Pennsylvania
P. O. Box 26210
Oklahoma City, OK 73126

October 14, 2016

Mr. Jacky M. Eubanks
Catawba County
Planning Department
PO Box 389
Newton, NC 28658

Mr. Eubanks,

Love's Travel Stops & Country Stores is currently under construction at the northwest corner of US Highway 321 & County Road 10. During the permitting process we found out that the wall sign package we generally use is considerably more than what is currently allowed. We are asking for a text amendment to the ordinance that will allow for wall signage which will be proportional to the building and more in line with other communities in North Carolina.

The current Catawba County Sign Ordinance (44-446.13) states a single wall sign can be up to ten percent of the area of the wall involved but cannot exceed a total of 32 square feet. These restrictions severely restrict signage on buildings. The ordinance also does not allow for identifying signs in the instance that a building has multiple tenants. The ordinance also does not take into consideration signs for larger buildings. We believe that the ordinance should be revised to allow for multiple signs and increase the square footage limits. We would propose a text amendment that reads as follows:

> ***"Wall signs are not to exceed 10% of the square footage of the façade, but not to exceed 100 square feet on any wall. There is no limit to the number of signs as long as the aggregate square footage doesn't exceed 100 square feet."***

We have researched multiple municipalities in North Carolina and from our research we have concluded that this amendment would be more in line with what is normally allowed. We have attached a matrix to this letter that details that research.

Thank you for considering this request.
Sincerely,

Chad Bruner
Real Estate Project Manager
Love's Travel Stops & Country Stores, Inc.

Received
OCT 27 2016
Catawba County
Planning Zoning

RZ-10-2016-250
RZ2016-07-

Catawba County Rezoning/Ordinance Text Amendment Application

Applicant Roserock Holdings, LLC Phone # 405-463-8801
Applicant's Fax 405-936-7800 Applicant's Email chad.bruner@loves.com
Applicant's Mailing Address 10601 N. Pennsylvania Ave. City, State, Zip Oklahoma City, OK 73120
Property Owner same as applicant Phone #
Property Owner's Mailing Address City, State, Zip
Parcel 911 Address 1760 Southfork Dr. PIN # 361915644521
Subdivision Name and Lot # Tract 3 of South Fork Properties, LLC as shown on Plat Book 47, at Page 63 of the Catawba County Registry
Current Zoning District 321-ED Proposed Zoning District 321-ED

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

X **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.
X A detailed statement of all other circumstances, factors, and reasons, which applicant offers in support of the proposed zoning map or text amendment.
X Filing Fee: Per Catawba County Fee Schedule

Applicant's Signature Date 10/26/16
Property Owner's Signature Date

Received
OCT 27 2016
Catawba County
Planning Zoning

Ordinance No. 2017-

BE IT ORDAINED that the Catawba County Code of Ordinances, Unified Development Ordinance, is hereby amended to read as follows:

Article V, Division 7 Signs.

Sec. 44-563. On-premise wall signs.

(a) Wall signage is permitted on each wall of a nonresidential building and must not to extend above its lower roofline.

(b) Total wall signage for the front building wall is limited to two (2) square feet of area per linear foot of the building wall; not to exceed 300 square feet. Side and rear wall signage is limited to one (1) square foot of area per linear foot of the building wall; not to exceed 150 square feet.

(c) Light Emitting Diodes (LED), tri-vision, electronic messages and other similar technologies are allowed in all nonresidential districts, with the exception of the village district. This technology can be utilized subject to the following:

(1) Pulsating or flashing sign structures or messages are prohibited.

(2) LED signs must hold a static message a minimum of 8 seconds.

(d) Approved home occupations, cottage businesses or special uses may have one non-illuminated wall sign in lieu of an on-premise sign meeting the size requirements.

Mixed Use Corridor-Overlay (MUC-O) District (excerpt)

Sec. 44-430.15. Signs.

The following requirements apply to all signage.

(a) *Generally.* All signs delineated on a detailed site plan must conform to the requirements in Article V, Division 7, except where the requirements included in this Subsection are more restrictive. The following also apply:

(1) No freestanding on-site sign larger than 6 square feet may be located closer than 100 feet from another similar or larger sign.

(2) All signs must be located to avoid impeding the view of motorists or pedestrians.

(3) No signs can be located in any street right-of-way. Signs may be placed in the landscaped buffer areas.

(4) An exception to the standards in Subsection (b)(1) and (2) below may be considered for signs within a planned development special district during the rezoning process.

(b) *Permitted signs*. The following signs are permitted:

(1) One freestanding sign, having no more than 2 sign surface areas, may be erected. The signs may not exceed 50 square feet per side for back-toback signs and may not be over 16 feet in height.

(2) Wall signs are permitted subject to Section 44-563.

321-Economic Development (321-ED) District (excerpt)

Sec. 44-446.13. Signs.

The following requirements apply to all signage in the 321-ED district:

(a) *Generally.* All signs for the site plan must conform to the requirements in Article V, Division 7, except where the requirements included in this Subsection are more restrictive. The following also apply:

(1) No on-site sign larger than 6 square feet may be located closer than 100 feet from another similar or larger sign;

(2) All signs must be located in such a manner to avoid impeding the view of motorists or pedestrians; and

(3) No signs must be located in any street right-of-way. Signs may be placed in the landscaped buffer areas.

(b) *Prohibited signs.* In addition to the signs prohibited in Article V, Division 7, the following signs are prohibited on any land zoned 321-ED:

(1) Off-premise signs (billboards);

(2) Portable signs (temporary or permanent);

(3) Roof signs;

(4) Rotating multi-panel technology signs;

(5) Posters, streamers, or similar devices used to attract attention (temporary or permanent);

(6) Permanent windblown signs (banners, balloons, streamers, etc.); and (c) *Permitted Signs.* The following signs are permitted:

(1) One on-premise sign for multi-tenant/building/parcel development, having not more than 2 sign surface areas, may be erected to identify the center along each section of road frontage on a major or minor thoroughfare from which there is a median entranceway to the center. The signs may not exceed 100 square feet on each side of a back-to-back sign; may not be over 20 feet in height; may identify the center, as a whole, and the establishments' activities and facilities within the center but must not include other advertising; or

(2) One on-premise sign for single-tenant/building/parcel development, having not more than 2 sign surface areas, may be erected to identify the site along each section of road frontage on a major or minor thoroughfare from which there is a median entranceway to the site. The following height and area requirements apply, based on the type road that the establishment has access on:

Table 44-446.13-1. On-site sign requirements for single developments in 321-ED District.

Lanes	Speeds	Area (sq. ft.)	Height (feet)
2	15 - 25	10	5
2	30 - 40	20	6
2	45 - 55	50	16
4	15 - 25	15	6
4	30 - 40	35	11
4	45 - 55	80	18
6	15 - 25	20	14
6	30 - 40	40	16
6	45 - 55	100	20

Source: Street Graphics and the Law, Mandelker and Ewald, 1988.

(3) One additional on-premise sign, with a maximum area of 12 square feet, with a maximum height of 6 feet is permitted for each individual building within a development.

(4) Wall signs are permitted subject to Section 44-563.

This 17th day of January, 2017

_____

C. Randall Isenhower, Chair

Catawba County Board of Commissioners

MEMORANDUM

TO: Catawba County Board of Commissioners

FROM: Chris Timberlake, Senior Planner

DATE: January 17, 2017

IN RE: Request for Amendment of Catawba County Unified Development Ordinance – Definition of Conference/Retreat Center and Table 44-403.1 Use Matrix

---

REQUEST

Consider an application to amend the definition for conference/retreat center and Table 44-403.1 Use Matrix of the Catawba County Unified Development Ordinance (UDO).

REVIEW/BACKGROUND

The applicant, Marcheta Campbell, would like to construct a rustic barn to be used for weddings, family reunions, and church, corporate and governmental retreats. Such a use would best fit the definition of a conference/retreat center defined in the UDO.

Conference/retreat centers are permitted by right in the Office-Institutional and Highway Commercial districts. They are also permitted with a special use permit in the Rural Conservation, R-80 Residential, and R-40 Residential districts. Specific standards (Attachment 2 regulations) must be met for a special use permit to be approved by the Board of Adjustment.

The applicant is requesting that conference/retreat centers also be allowed with a special use permit in the R-30 Residential and R-20 Residential districts. The specific standards for conference/retreat center are attached for reference. Other uses such as community recreation facilities and membership organizations, where sizeable gatherings can occur, are allowed with special use permits in the R-30 and R-20 Residential districts.

Based on the attached chart (Attachment 3), Iredell, Lincoln, Pitt, Union Counties, and Newton allow a conference/retreat center, public assembly, or recreational facility in residential zones with specific standards and in most cases with a special use permit.

Staff Recommendation

Staff recommends Table 44-403.1 Use Matrix of the Unified Development Ordinance be modified permit Conference/Retreat Centers in the R-30 and R-20 Residential districts with a special use permit. Staff also recommends the definition be amended to include the term “Event” and specify that sleeping accommodations may or may not be present with the use. Proposed changes are shown in Attachment 1. This amendment furthers the Board of Commissioner’s goal to, “Continuously monitor County regulations to ensure they support orderly growth and business development.”

Planning Board Discussion

The Planning Board held a public hearing on December 20, 2016 to consider the request. No one spoke in favor or in opposition to the request. A question from the Planning Board as to whether or not a special use permit is required for each event was asked. Special Use Permits run with the land and are only necessary once unless revoked because of failure to comply with regulations. The board also asked about the 5 acre minimum lot size requirement. Generally, the larger acreage allows for parking, additional setbacks, and buffering or larger events, conferences, or retreat uses.

PLANNING BOARD RECOMMENDATION

The Planning Board voted 6 – 0 to recommend to the Board of Commissioners Table 44-403.1 Use Matrix of the Unified Development Ordinance be modified to permit Conference/Retreat Centers in the R-30 and R-20 Residential districts with a special use permit. The board also recommends the definition be amended to include the term "Event" and specify that sleeping accommodations may or may not be present with the use. Proposed changes are shown in Attachment 1

Definition

Conference/retreat/event center – A facility used for conferences~~-, and~~ seminars, and events which may or may not offers~~, with~~ accommodations for sleeping, food preparation and eating, recreation, entertainment, resource facilities, and meeting rooms.

Formatted: Font: Italic

Table 44-403-1. Use matrix.

USES	Rural Conservation (RCon)	R-80 (Residential)	R-40 (Residential)	R-30 (Residential)	R-20 (Residential)	R-15 (Residential)	R-12 (Residential)	R-10 (Residential)	R-7 (Residential)	Office-Institutional (O-I)	Rural Commercial (RC)	Highway Commercial (HC)	Light Industrial (LI)	General Industrial (GI)	Reference
Conference/retreat/event center	S	S	S	S	S					P		P			44-649

Applicant

Marcheta Campbell

Request

Amend Table 44-403.1 Use Matrix to Allow Conference/Retreat Centers in Additional Residential Districts with Special Use Permits and Modify Definition

Date

January 17, 2017

Purpose – Review

- The applicant would like to construct a rustic barn to be used for weddings, family reunions, church, and corporate and governmental retreats. Such a use best fits the conference/retreat center definition within the UDO.

- *Conference/retreat center* - A facility used for conferences and seminars, with accommodations for sleeping, food preparation and eating, recreation, entertainment, resource facilities, and meeting rooms.

- Conference/retreat centers are permitted by right in the Office-Institutional and Highway Commercial districts.
- They are also permitted with a special use permit in the Rural Conservation, R-80 Residential, and R-40 Residential districts.
- Specific standards (regulations) must be met for a special use permit to be approved by the Board of Adjustment.

Purpose – Review

- **Sec. 44-649. Conference/retreat center.**

(a) A minimum lot size of 5 acres.

(b) The facility may only be used by organized groups for educational or recreational purposes.

(c) All setbacks must be at least 100 feet.

(d) The facility must have frontage on a major collector road or higher classification as shown on the County thoroughfare plan or a major thoroughfare as shown on the urban area transportation plan.

(e) The light source of outdoor lighting fixtures must not be directly visible from property outside the zoning lot on which the fixture is located.

(f) The facility must meet County division of environmental health regulations.

(g) One non-illuminated sign with a maximum area of 16 square feet is permitted.

Purpose – Review

- The applicant is requesting that conference/retreat centers also be allowed with a special use permit in the R-30 Residential and R-20 Residential districts.
- Other uses such as community recreation facilities and membership organizations, where sizeable gatherings can occur, are allowed with special use permits in the R-30 and R-20 Residential districts.
- Iredell, Lincoln, Pitt, Union Counties, and Newton allow a conference/retreat center, public assembly, or recreational facility in residential zones with specific standards and in most cases with a special use permit.
- Reasonable to consider updating definition within the UDO:

Conference/retreat/event center – A facility used for conferences~~–~~, ~~and~~ seminars, and events which may or may not offers~~, with~~ accommodations for sleeping, food preparation and eating, recreation, entertainment, resource facilities, and meeting rooms.

Public Hearing Discussion

- The Planning Board held a public hearing on December 20, 2016 to consider the request.

- No one spoke in favor or in opposition to the request.

- A question from the Planning Board as to whether or not a special use permit is required for each event was asked.
  - Special Use Permits run with the land and are only necessary once unless revoked because of failure to comply with regulations.

- The board also asked about the 5 acre minimum lot size requirement.
  - Generally, the larger acreage allows for parking, additional setbacks, and buffering or larger events, conferences, or retreat uses.

Planning Board Recommendation

The Planning Board voted 6 – 0 to submit a favorable recommendation to the Board of Commissioners to amend the Unified Development Ordinance to:

- Allow conference/retreat centers in the R-30 and R-20 districts subject to a special use permit, and

- Modify the definition to read –

  Conference/retreat/event center – A facility used for conferences, seminars, and events which may or may not offer accommodations for sleeping, food preparation and eating, recreation, entertainment, resource facilities, and meeting rooms.

Unified Development Ordinance – Special Use Permit Regulations

Sec. 44-649. Conference/retreat/event center.

(a) A minimum lot size of 5 acres.

(b) The facility may only be used by organized groups for educational or recreational purposes.

(c) All setbacks must be at least 100 feet.

(d) The facility must have frontage on a major collector road or higher classification as shown on the County thoroughfare plan or a major thoroughfare as shown on the urban area transportation plan.

(e) The light source of outdoor lighting fixtures must not be directly visible from property outside the zoning lot on which the fixture is located.

(f) The facility must meet County division of environmental health regulations.

(g) One non-illuminated sign with a maximum area of 16 square feet is permitted.

CONFERENCE/RETREAT/SPECIAL EVENT CENTERS										
SR=Special Regulations, SUP=Special Use Permit, Ind=Industrial, ADT=average daily trips										
Jurisdiction	**Classification**	**Permitted by Right**	**Permitted w/ SUP**	**1 SR: setback**	**2 SR: size**	**3 SR: access**	**4 SR other:**	**5 SR other:**	**6 SR other:**	**notes**
Newton	Public Assemblies	-	res zones	-	-	-	-	-	-	normally if activity occurs after 6:00, a use is classified as a "Nightclub". Newton exempted Public Assemblies from this rule.
Iredell Co	Rural Commercial Rec Facilities	NB, HB, GB, HI, LI	4 res zones	50'	-	-	-	-	-	share same SR's with golf courses, tennis clubs, commercial swimming pools, commercial and fraternal organizations
Lincoln Co	Private Rec Facilities	-	res zones & 2 commercial zones	-	-	-	-	-	-	according to Lincoln Co planning dept their ordinance lacks a framework to make a good quasijudicial decision since there are no SR's
Hickory	Retail Sales & Srvc	commercial & ind zones	-	-	-	-	-	-	-	exhibition and mtg areas <20,000 sq ft o factivity area are classified as "Retail Sales & Srvc"
	Commercial Rec Centers	commercial & ind zones	res zones	40'	20,000 sq ft min lot size	collector or higher	lighting	-	-	-
Gaston Co	Special Events Facilities	commercial & ind zones	res zones	250' activity area to res zones; 30' parking to property line	bldg max 20,000 sq ft; 5 acre min lot size	collector or higher	not w/in 400' to church, school	music not allowed past 9:30; no pyrotechnics	food must be prepared in a kitchen approved by Env Health	bona fide farms are allowed to have special events as accessory uses, with permits. Bona fide farms do not need paved parking for special events.
Conover	Conference Facilities	campus-office-inst zone	-	-	-	-	-	-	-	no SUP's and no SR's
	Civic, Fraternal Orgs	commercial zones	-	-	-	-	-	-	-	
	Indoor Rec Commercial Facilities	commercial zones	-	-	-	-	-	-	-	

CONFERENCE/RETREAT/SPECIAL EVENT CENTERS										
SR=Special Regulations, SUP=Special Use Permit, Ind=Industrial, ADT=average daily trips										
Jurisdiction	**Classification**	**Permitted by Right**	**Permitted w/ SUP**	**1 SR: setback**	**2 SR: size**	**3 SR: access**	**4 SR other:**	**5 SR other:**	**6 SR other:**	**notes**
Conover	Indoor Amusemt Facilities	commercial zones	-	-	-	-	-	-	-	no SUP's and no SR's
Pitt Co	Retreat/Conference Centers	3 res zones & GC, HC, LI, GI	-	-	-	collector or higher	parking lot screening	parking/ traffic scrutinized by Planning Dir	hours of operation	SR's apply in res zones only
	Private Club/Rec Facilities	res & commercial zones	-	-	-	collector or higher if over 200 ADT generated	parking lot, outdoor storage screening	parking/ traffic scrutinized by Planning Dir	hours of operation; noise	SR's apply in res zones only
	Civic, Social, Fraternal Orgs	res & commercial zones	-	-	-	collector or higher	parking lot screening	-	-	SR's apply in res zones only
Union Co	Indoor, Minor Entertainment	B2, B4, HC	2 res zones	-	-	-	-	-	-	
	Indoor, Major Entertainment	B4, HC	2 res zones & B2	-	-	-	-	-	-	
	Outdoor, Minor Entertainment	B4, HC	2 res zones & B2	if in a res zone, 200' to other res zones	-	-	-	-	-	
	Outdoor, Major Entertainment	-	2 res zones & B4, HC, LI, HI	if in a res zone, 500' to other res zones			lighting	Traffic Impact Study rqd	hours of operation	the site plan used in application for a SUP must address animals, dust, erosion, number of people, trash pick-up etc/9 different points of discussion

The Heritage Barn...
where your legacy begins

November 8, 2016

Mr. Jacky M. Eubanks, Planning Director
Catawba County
P. O. Box 389
Newton, NC 28658

Dear Mr. Eubanks:

Heritage Barn, LLC, is currently in the process of securing 29.96 acres of land on Emmanuel Church Road, Conover, NC; Parcel ID#s: 375007593736 and 375007598987. We are seeking a text amendment to the zoning ordinance that will allow Heritage Barn to operate a Conference/retreat center on the property.

Conference/retreat centers are currently permissible through an approved Special Use Permit in R-80 and R-40 districts. Our request for a text amendment would allow Conference/retreat centers as a use permitted under prescribed conditions in the R-30 and R-20 zoning districts. Our request for a text amendment to allow for Conference/retreat centers usage in R-30 and R-20 is also accompanied by a request to amend the Definition of Conference/retreat centers to read: Conference/Retreat/Event centers.

The intent of the proprietors of The Heritage Barn is to construct a beautiful, rustic barn on the property to be used by customers for weddings; family reunions; church, corporate and governmental retreats; and to offer surrounding communities a lower cost option for hosting community programs, meetings and similar events. Phase III of our Business Plan includes the addition of 8-10 small cabins to accommodate multi-day conferences, wedding festivities and other family activities.

The current Special Purpose Regulations for Conference/retreat centers are very similar to those of Sec.44-661. – Recreation – Community. Recreation – Community is currently approved for use in R-80 through R-20. Therefore, we hope you will give equal consideration to amending Table 44-403.1, "Use Matrix", by adding "S" in the R-30 (Residential) and R-20 (Residential) columns under the Conference/retreat centers USES.

Thank you for considering this request.

Sincerely,

Marcheta Campbell

Marcheta Campbell, Manager
The Heritage Barn

Received
NOV 14 2016
Catawba County
Planning Zoning

RZ-11-2016-25179
RZ 2016-08

Catawba County Rezoning/Ordinance Text Amendment Application

Applicant The Heritage Barn, LLC Phone # (704) 880-6166
Applicant's Fax _____ Applicant's Email marcheta.campbell@yahoo.com
Applicant's Mailing Address 3376 Jessie Hill Drive City, State, Zip Claremont, NC 28610
Property Owner same as applicant Phone # _____
Property Owner's Mailing Address _____ City, State, Zip _____
Parcel 911 Address Emmanuel Church Rd. PIN # 375007593736 & 375007598987
Subdivision Name and Lot # _____
Current Zoning District R-20 Proposed Zoning District R-20

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 _____

X **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.
X A detailed statement of all other circumstances, factors, and reasons, which applicant offers in support of the proposed zoning map or text amendment.
X Filing Fee: Per Catawba County Fee Schedule $560.00

Applicant's Signature Marcheta Campbell Date 11-14-16
Property Owner's Signature _____ Date _____

Received
NOV 14 2016
Catawba County
Planning Zoning

Ordinance No. 2017-

BE IT ORDAINED that the Catawba County Code of Ordinances, Unified Development Ordinance, is hereby amended to read as follows:

DEFINITIONS

Conference/retreat/event center – A facility used for conferences, seminars, and events which may or may not offer accommodations for sleeping, food preparation and eating, recreation, entertainment, resource facilities, and meeting rooms.

Table 44-403-1. Use matrix.

USES	Rural Conservation (RCon)	R-80 (Residential)	R-40 (Residential)	R-30 (Residential)	R-20 (Residential)	R-15 (Residential)	R-12 (Residential)	R-10 (Residential)	R-7 (Residential)	Office-Institutional (O-I)	Rural Commercial (RC)	Highway Commercial (HC)	Light Industrial(LI)	General Industrial (GI)	Reference
Conference/retreat/ event center	S	S	S	S	S					P		P			44-649

This 17th day of January, 2017

_____

C. Randall Isenhower, Chair

Catawba County Board of Commissioners

APPOINTMENTS

KITTY BARNES (Upcoming) Town of Catawba Planning and Zoning Board

12/30/16	Jacob Abernathy	Eligible for a 3rd term
	Kathy Ervin	Eligible for a 6th term

3-year terms

Commissioner Barnes recommends the reappointment of Jacob Abernathy for a third term and Kathy Ervin for a sixth term on the Town of Catawba Planning Board. These terms will expire December 30, 2019.

MEMORANDUM

TO: Catawba County Board of Commissioners

FROM: Finance and Personnel Subcommittee

DATE: January 17, 2016

IN RE: Appropriation of Grant Funds in the amount of $12,000 to the Catawba County Library from NEH Grant Award

REQUEST

The Finance and Personnel Subcommittee recommends the Board of Commissioners accept and appropriate grant funds in the amount of $ 12,000 to the Catawba County Library from a National Endowment for the Humanities (NEH) Common Heritage Grant award to collect, curate, and digitize Hmong cultural heritage and enhance awareness with community programming.

BACKGROUND

In June 2015, the Board of Commissioners adopted the Catawba County Library Strategic Plan that lays out priorities for 2016 through 2019. The three major goals embedded in the strategic plan, which were driven by the results of a comprehensive community needs assessment and intensive input process, include:

- As a Community Center of Excellence, Fuel Citizens' Passion for Reading, Personal Growth, and Learning
- Innovate to Provide 21st Century Access that Empowers Citizens
- Library Anytime, Anywhere: Expand Citizens' Access to Information and Ideas

With increased reliance on libraries during times of economic downturn, the plan focuses on enhancing County libraries' role in serving as community centers, increasing libraries' capacity to provide the technology, digital resources, and personnel to bridge the digital divide for citizens, and increasing outreach and collaboration in the community to engage and empower citizens with resources, services and collections. To that end, the Library has already begun leveraging resources towards some of these strategies, pursuing and securing several grants in alignment with the overarching plan.

One strategy for moving these objectives forward is, "*Be Catawba County's source for high-quality free lifelong learning programs that support personal growth for diverse community populations.*" While it is not possible to fully implement this initiative without additional staff resources, the Library is being creative in identifying one-time initiatives and securing grant funding to move in the desired direction. With a $12,000 grant received from the NEH, the Library will collaborate with the Historical Association of Catawba County and the Digital Heritage Center of NC to collect and curate a digital collection of the Hmong community's cultural heritage, making it accessible by publishing the collection on the NC Digital Heritage website. The library will host collection days to gather materials and capture oral histories of our Hmong community members, and further inform our larger community about Hmong traditions and history through adult programs and book discussions.

Hmong cultural heritage is currently underrepresented in our cultural institutions, and with this project the value of their culture and the importance of their history of migration and community building can be recognized. The goals of this project are also aligned with the mission of the local Hmong community organizations to secure and preserve Hmong art and culture and to practice, promote and coordinate cultural activities.

RECOMMENDATION

The Finance and Personnel Subcommittee recommends the Board of Commissioners accept and appropriate grant funds in the amount of $ 12,000 to the Catawba County Library from a National Endowment for the Humanities Common Heritage Grant award to collect, curate, and digitize Hmong cultural heritage and enhance awareness with community programming.

Revenue	
110-810050-620505	$12,000
NEH Common Heritage	
Expenditure	
110-810050-841065	$12,000
NEH Common Heritage	

MEMORANDUM

TO: Catawba County Board of Commissioners

FROM: Finance and Personnel Subcommittee

DATE: January 17, 2017

SUBJECT: Catawba County Schools – Mountain View Elementary School Chiller Replacement

Requested:
Catawba County Schools requests the ability to transfer $126,705.24 in remaining funds from completed capital projects to a new project to replace the chiller at Mountain View Elementary.

Background:
Mountain View Elementary has a 1992 chiller that is experiencing problems and needs to be replaced prior to warm weather. The estimated replacement cost is $120,000. The system has five existing capital projects that are complete but have remaining balances totaling $126,705.24 that they request to transfer to a new project to replace the chiller. The additional $6,705.24 will provide the system with some contingency. Sometimes, with mechanical replacements, there are additional costs beyond the equipment once work begins and the quote they have is a couple months old.

Recommendation:
The Finance and Personnel Subcommittee recommends the Board of Commissioners approve transferring the balances from five existing capital projects to a new Mountain View Elementary Renovations Project.

Transfer:

From:

420-750100-863200-31150-3-16	Gym Floor Replacement	$16,837.47
420-750100-863200-31108-3-06	Maiden Elementary Security Fence	$15,117.37
420-750100-863200-31124-4-01	Murray Elementary Computer Technology	$1.29
420-750100-863200-31150-3-29	Sewer Development Fees	$89,000.00
423-740100-863200-31124-3-02	Murray Elementary Renovations	$5,749.11

To:

420-750100-863200-31116-3-02	Mountain View Elementary Renovations	$120,956.13
423-740050-995420-30050-9-02	Project Transfers	$5,749.11

Supplemental Appropriation:

420-750100-863200-31116-3-02	Mountain View Elementary Renovations	$5,749.11
420-750050-695423	From Schools Construction	$5,749.11

MEMORANDUM

TO: Catawba County Board of Commissioners

FROM: Policy and Public Works Subcommittee

DATE: January 17, 2017

RE: Social Services Outcome Modifications

REQUEST: Approval of two minor outcome changes for Social Services

BACKGROUND:
Social Services is requesting that two outcomes be modified to better align with state policy and our changing environment. The information below states the rationale for each change.

Social Services requests modifications to the following Outcomes for FY 2016-17:

Program Integrity:
Original Version: The Program Integrity Unit will investigate known and suspected overpayment situations, causing collections of state, county, and federal funds of $230,000 for FY 2016-17.

Revised Version: The Program Integrity Unit will investigate known and suspected overpayment situations, causing referral for prosecution and/or collections of state, county, and federal funds to reach $230,000.

Justification: Wording changed from causing "*collections of state, county and federal funds"* to "*causing referral for prosecution and/or collections of state, county and federal funds*" because staff in the unit do not have control over inability to collect funds from jailed individuals. The new wording is more reflective of what actions are within the scope of Program Integrity staff responsibilities.

Family In-Home Services:
Original Version: 87 % (approx. 118 of 136) of families who are identified as chronically neglectful to children (3 or more reports) will not experience an additional finding of child maltreatment within at least 12 months of completing in-home social work services. (Catawba County cases findings only)

Revised Version: 87 % (approx. 118 of 136) of families who are identified as previously neglectful (a substantiation or In Need of Services) to children will not experience an additional finding of child maltreatment within at least 12 months of completing in-home social work services. (Catawba County cases findings only)

Justification: The term “chronically neglectful” as defined by 3 or more reports was replaced by “previously neglectful” as defined by a substantiation or In-Need of Services. This is to more accurately define repeat maltreatment after completing Family In-Home Services. Reports do not always indicate maltreatment or result in a substantiated finding of abuse and/or neglect. A family can have several reports that are unsubstantiated. However, measuring repeat findings of maltreatment after a family completes Family In-Home Services by a substantiated report or a finding of In-Need of Services, indicates that abuse, neglect or dependency occurred, which is the intention of the outcome.

RECOMMENDATION: The Policy and Public Works Subcommittee recommends approval of the two minor outcome changes for Social Services.

MEMORANDUM

TO: Catawba County Board of Commissioners

FROM: Policy and Public Works Subcommittee

DATE: January 17, 2016

RE: Catawba County Children's Agenda

REQUEST: Endorse the work of the Children's Agenda as a future roadmap for the needs of children in Catawba County.

BACKGROUND:

The Children's Agenda is directed at the community at-large to serve as a catalyst for discussion, action and change. It can and should be used by the business community, parents, elected bodies, civic organizations, funding agencies, and public and private organizations/agencies as a guide in strategic planning and determining programmatic, legislative or funding priorities or direction. It can also be used as supporting documentation for grant-writing and requests to potential funders, as it reflects community priorities and needs for children and families.

The original Catawba County Children's Agenda was created in 2011 and represented the culmination of two years of work by the Catawba County Children's Agenda Committee. This committee was appointed by the Board of Commissioners in February, 2009, to engage in a strategic planning process to establish a cohesive agenda of over-arching issues impacting children in Catawba County and their families.

The agenda was presented to the Catawba County Board of Commissioners in 2011 and has since been used in community agencies' program development and strategic planning efforts. Five years later, in 2016, a multi-agency committee worked together to review the original document and to contribute their professional knowledge to update the priorities based on new community realities.

The 2016 Children's Agenda Committee remained committed to valuing the intensive work of the original Children's Agenda workgroup while applying their professional insights to inform potential updates, additions, and deletions based on current day realities and changing demographics.

The 2016 Children's Agenda Committee included the following agency representatives:

- Catawba County District Court - Brandi Tolbert
- Catawba County Emergency Services - Sylvia Fisher
- Catawba County Library - Suzanne White
- Catawba County Partnership for Children - Kim Holden and Libby Throckmorton
- Catawba County Public Health - Jennifer McCracken
- Catawba County Schools - Maria Ballard, Carolyn Bowser and Gail Henson

- Catawba County Social Services - John Eller and Karen Harrington
- Catawba County United Way - Sylvia Long and Pamela Pope
- CVCC / Education Matters - Tracy Hall
- Catawba Valley Medical Center/Safe Kids Coalition - Kayla Bumgarner
- Children's Advocacy and Protection Center - Adrienne Opdyke
- Children's Developmental Services Agency - Holly Cole
- Children's Resource Center - Ashley Benfield
- Cooperative Extension Services - Donna Mull
- Council on Adolescents - Jordan Ledford
- Early Childhood Support Team / Parent Support Team - Susan Arnold
- Hickory Public Schools - Angela Simmons and Tim Sims
- Juvenile Crime Prevention Council - Ronn Abernathy
- Newton-Conover City Schools - Julia Styers
- Partners Behavioral Health - Tara Conrad
- Western Piedmont Council of Governments - Wendy Johnson

Children's Agenda Information Gathering and Framework

The original Children's Agenda strategic planning process involved an inclusive process for getting input throughout the county–geographically and demographically; making recommendations that represented community interests–not the interests of committee members; developing a product for our community/county to address–not just County Commissioners; and avoiding duplication of efforts and maximizing resources, where possible. This process was intense and included data gathering, surveying child-serving professionals, parents, and community residents to determine the priority needs of children and families in Catawba County, holding focus groups to determine the primary needs for children and families in our community, and developing the original strategic plan for our community.

The 2016 Children's Agenda Committee remained committed to valuing the intensive work of the original Children's Agenda workgroup while applying their professional insights to inform potential updates, additions, and deletions based on current day realities and changing demographics. The committee wanted to ensure a safe community where all children are engaged, enriched, and equipped to reach their full potential. To do this they had to identify: the current state of children and children's services in Catawba County, overarching goals or priority children's issues needing more attention, the areas of improved effectiveness and efficiency in provision of children's services and where the community can get the most for its investment in the long term.

The ultimate framework for the Children's Agenda is rooted in what is known as the Five Protective Factors. Research studies support the common-sense notion that when these Protective Factors are well established in a family, the likelihood of child abuse and neglect diminishes and child outcomes improve. Research shows that these protective factors are also supportive factors that build family strengths and a family environment that promotes optimal child and youth development.

The Five Protective Factors are:

a. Building Parental Resilience – Parents who can cope with the stresses of everyday life, as well an occasional crisis, have resilience; they have the flexibility and inner strength necessary to bounce back when things are not going well. Multiple life stressors, such as: a family history of abuse or neglect; health problems; marital conflict; or domestic or community violence; and financial stressors like unemployment, poverty, and homelessness may reduce a parent's capacity to cope effectively with the typical day-to-day stresses of raising children.
b. Fostering Social and Emotional Competence of Children - Children's early experiences of being nurtured and developing a positive relationship with caring adult affects all aspects of behavior and development. Research shows that babies who receive affection and nurturing from their parents have the best chance of healthy development. A child's relationship with a consistent, caring adult in the early years is associated later in life with better academic grades, healthier behaviors, more positive peer interactions, and an increased ability to cope with stress.
c. Building Parental Knowledge of Child Development and Parenting Skills – There is extensive research linking healthy child development to effective parenting. Children thrive when parents provide not only affection, but also respectful communication and listening, consistent rules and expectations, and safe opportunities that promote independence. Successful parenting fosters psychological adjustment, helps children succeed in school, encourages curiosity about the world, and motivates children to achieve.
d. Building Concrete Support for Families – Many factors affect a family's ability to care for their children. Families who can meet their own basic needs for food, clothing, housing, and transportation—and who know how to access essential services such as childcare, health care, and mental health services to address family-specific needs—are better able to ensure the safety and well-being of their children. Partnering with parents to identify and access resources in the community may help prevent the stress that sometimes precipitates child maltreatment. Providing concrete supports may also help prevent the unintended neglect that sometimes occurs when parents are unable to provide for their children.
e. Fostering Social Connections for Parents – Parents with a social network of emotionally supportive friends, family, and neighbors often find that it is easier to care for their children and themselves. Most parents need people they can call on once in a while when they need a sympathetic listener, advice, or concrete support. Research has shown that parents who are isolated, with few social connections, are at higher risk for child abuse and neglect.

The updated ***Children's Agenda*** goals are on the following page. These reflect the highest priority needs for children in Catawba County written as goal statements to reflect the intended outcomes and the overall vision for children and families in Catawba County. These goals are intended to serve as a catalyst for discussion, action and change. Because of this and because so many of the issues included in the agenda do not have accompanying federal or state benchmarks, specific measurable objectives are not provided. The committee felt that subsequent community and agency discussions around action and change would lead to measurable objectives that more

specifically address the needs of our local community. The planning group has committed to continue to meet on an annual basis to review this Agenda and suggest relevant updates.

Education

Overarching Goal: Support opportunities for the three school districts and public library systems to collaborate, coordinate services, and maximize countywide impact on students, teachers, and parents/guardians.

1) Every child will have access to high quality, pre-kindergarten experience and a smooth transition to kindergarten.
2) Every child will be on grade level in reading by 3rd grade.
3) Every child will graduate from high school and be prepared for college and/or career readiness upon graduation.
4) Every child will have their family engaged in his or her educational process.
5) Schools and community agencies will partner to meet the needs of the whole child.

Health

1) Every preschool and school-age child will have a primary medical and dental home.
2) Every family will have resources and access to assure preventive screenings and treatment.
3) Every child will have access and encouragement to use healthy foods and physical activity to reduce obesity, and to promote wellness and healthy lifestyles.

Social and Emotional Wellbeing

1) Every family will have access to a continuum of behavioral health and substance abuse services, including services for children with unique needs (for instance, those who have experienced trauma and toxic stress, those who have displayed sexually deviant behaviors, etc.), children with developmental disabilities and families from culturally and linguistically diverse communities.
2) Every teenager and their families will have access to information and resources to prevent teen pregnancy and other risky behaviors.

Safe Environment

1) Every Catawba County resident will be aware of his/her responsibility to prevent child abuse and neglect and appropriately report abuse and neglect of children.
2) Every driver will engage in safe driving practices.
3) Every child's safety will be enhanced through use of sidewalks, appropriate signage, speed limits and deterrents (speed humps) in residential neighborhoods with large numbers of children.

Social Support and Community Connectedness

1) All children will feel connected to and actively involved in community life.
2) All children will have respect for diversity and appreciation of civil behavior.
3) Every family will feel connected to and supported within the community.

RECOMMENDATION:

Endorse the updated Children's Agenda for the County affirming the work, and promoting continued public, private, non-profit, and faith-based partners to ensure the future success of our children in Catawba County. Also, consider any items that correlate with the Board of Commissioners Strategic Planning Process.

Catawba County Children's Agenda

Report to the
Catawba County
Board of Commissioners
January 2017

Catawba County Children's Agenda

- Community-wide strategic planning
- First called by Board of Commissioners in 2009
- Focus on overarching children's issues
- Voice for children and families
- First plan created in 2011
- Updated plan in 2016
- Multiagency effort

Children's Agenda Planning Process

- Data review (2011)
- 400 survey and focus group respondents
- 2 Children's Summits
- 367 community survey respondents
- Information synthesis
- Agenda development
- Additional data review (2016)
- Careful review and updating

2016 Children's Agenda Committee

- Catawba County Partnership for Children
- Catawba County Social Services
- Catawba County Public Health
- Catawba County Schools
- Hickory Public Schools
- Newton-Conover City Schools
- Partners Behavioral Health
- Juvenile Crime Prevention Council
- Children's Advocacy & Protection Council
- Council on Adolescents
- Catawba County United Way
- Catawba Valley Medical Center
- Catawba County Emergency Services
- Education Matters
- Cooperative Extension Services
- Early Childhood Support Team
- Catawba County District Court
- Western Piedmont Council of Governments

Principles of Work

- Inclusive process
- Research-based strategies
- Representing community concerns
- Building on community strengths
- Catalyst for discussion and action throughout the community
- Rooted in 5 Protective Factors

Children's Agenda Vision

Ensuring a safe community where all children are engaged, enriched, and equipped to reach their full potential.

Children's Agenda Mission

- Review state of children in Catawba County
- Identify overarching goals based on community-wide input
- Identify areas of improved effectiveness and efficiency in delivery of services

Six Areas of Emphasis

1. Family Functioning & Self Sufficiency
2. Education
3. Physical Health
4. Social & Emotional Wellbeing
5. Safe Environment
6. Social Support & Community Connectedness

1. Family Functioning & Self Sufficiency

- Protecting children from impact of poverty
- Availability of parent education opportunities
- Preventing child abuse & neglect
- Appropriate supervision

2. Education

- Access to high quality child care & smooth transitions to kindergarten
- On grade level in reading by 3rd grade
- Graduation rates and college/career readiness
- Family engagement
- Meeting needs of the <u>whole</u> child

3. Health

- Primary medical & dental home
- Access to preventive screenings & treatment
- Access to healthy foods and opportunity for physical activities

4. Social & Emotional Wellbeing

- Access to continuum of behavioral health and substance abuse services
- Access to information and resources to prevent teen pregnancy & other risky behaviors

5. Safe Environment

- Preventing child abuse & neglect
- Safe driving
- Safe neighborhoods

6. Social Support & Community Connectedness

- Children will feel connected and actively involved in the community
- Respect for diversity
- Civil behavior
- Families will be connected to and supported within the community.

2016 Child Data Snapshot

Appendix 1

2016 Catawba County Child Data Snapshot

DEMOGRAPHICS

Population

155,056 total population

Age Range	Children	Percent
Under 5 years	8,117	5.2%
5 to 9 years	9,286	6.0%
10 to 14 years	10,531	6.8%
15 to 19 years	10,458	6.7%

Source:http://factfinder.census.gov/faces/tableservices/jsf/pages 2015

Race/Ethnicity (total population)

Race/Ethnicity	Percent
Caucasian	84.5%
African-American	8.9%
Other/Mixed Race	2.4%
Asian	4.2%
Hispanic/Latino	9.2%

Source: 2015 State of the County Health Report, Catawba County Public Health. Note: Individuals who identify as Hispanic may be of any race.

Living Arrangements

Households with own children under 18	
Married couple households	11,367
Male householder, no spouse	1,549
Female householder, no spouse	3,409
Total	16,325

*Source: 2016ov/faces/tableservices/jsf/pageshttps:// /factfinder .census.gov./faces/tableservices/jsf/pages/productview.xhtml? **src=bkmk** -2015 Census Data*

POVERTY & ECONOMIC WELLBEING

Poverty

- In 2015, 15.3% of Catawba County citizens were living below poverty. *
- Children account for 23.4% of those living under the poverty line.

*2014 - A family with 2 minor children is considered below poverty if their earnings were **less than $23,850** per year*

Source: Catawba County Community Health, 2015

Food Assistance

- FY 2015-2016, 35,813 received Food Assistance.
- The Backpack program served 1,380 children with 375,905 meals in all local elementary schools (25), 3 middle schools, 2 high schools, and 2 child development centers.

Source: 2015 Catawba County Department of Social Services

Housing

- In 2015, 40% of Catawba County renters were unable to afford a 2 bedroom apartment (at fair market rent) (compared to 43% of NC Renters).
- In 2015, 40% of renters and 21% of homeowners with a mortgage had housing costs that exceeded 35% of their income.
- Between 2010 and 2014, Catawba County foreclosures decreased 45% (from 974 to 536).
- In November 2016, the number of properties that received a foreclosure filing in Catawba County was 55% lower than the same time last year.
- In 2015, in Catawba County, a minimum wage earner ($7.25/hour) must work 87 hours to afford the fair market rent for a 2 bedroom apartment ($632).

Source: Western Piedmont Council of Governments/US Bureau of Labor Statistics

Employment

- The very latest employment figures (Nov 2016) show Catawba County's labor force as 77,217.
- The latest unemployment numbers reflect a rate of 4.6% - 3,552 unemployed.

Source: NC Employment Security Commission www.ncesc1.com

Child Support

Planning Committee Commitment

- Update Child Data Snapshot / Community Snapshot annually
- Meet semiannually to keep plan active and updated
- Build Children's Agenda items into individual agency strategic planning processes
- Seek endorsement of Catawba County Board of Commissioners

Request - Action

- Endorse the updated Children's Agenda Plan for Catawba County
  - affirm the work
  - promote and support continued collaborations between public, private, non-profit, and faith-based partners to ensure the future success of Catawba County children

Catawba County Children's Agenda

Ensuring a safe community where all Children are engaged, enriched, and equipped to reach their full potential.

THANK YOU!

Catawba County Children's Agenda Report
January 2017

The original ***Catawba County Children's Agenda*** was created in 2011 and represented the culmination of two years of work by the Catawba County Children's Agenda Committee. This committee was appointed by the Board of Commissioners in February, 2009, to engage in a strategic planning process to establish a cohesive agenda of over-arching issues impacting children in Catawba County and their families. The agenda was presented to the Catawba County Board of Commissioners in 2011 and has since been used in community agencies' program development and strategic planning efforts.

Five years later, in 2016, a multi-agency committee worked together to review the original document and to contribute their professional knowledge to update the priorities based on new community realities.

The 2016 Children's Agenda Committee included the following agency representatives:

Catawba County District Court - Brandi Tolbert
Catawba County Emergency Services - Sylvia Fisher
Catawba County Library - Suzanne White
Catawba County Partnership for Children - Kim Holden and Libby Throckmorton
Catawba County Public Health - Jennifer McCracken
Catawba County Schools - Maria Ballard, Carolyn Bowser and Gail Henson
Catawba County Social Services - John Eller and Karen Harrington
Catawba County United Way - Sylvia Long and Pamela Pope
CVCC / Education Matters - Tracy Hall
Catawba Valley Medical Center/Safe Kids Coalition - Kayla Bumgarner
Children's Advocacy and Protection Center - Adrienne Opdyke
Children's Developmental Services Agency - Holly Cole
Children's Resource Center - Ashley Benfield
Cooperative Extension Services - Donna Mull
Council on Adolescents - Jordan Ledford
Early Childhood Support Team / Parent Support Team - Susan Arnold
Hickory Public Schools - Angela Simmons and Tim Sims
Juvenile Crime Prevention Council - Ronn Abernathy
Newton-Conover City Schools - Julia Styers
Partners Behavioral Health - Tara Conrad
Western Piedmont Council of Governments - Wendy Johnson

Original Children's Agenda Information Gathering

The original Children's Agenda strategic planning process involved an intensive effort and included:

1) Developing a vision, mission and principles of work.
2) Gathering primary and secondary data on the status of children in Catawba County.
3) Reviewing the strategic planning documents from 9 child-serving organizations.
4) Surveying of child-serving professionals and community residents to determine the priority needs of children and families in Catawba County.
5) Surveying of parents and children and "Children's Summit" focus groups to determine the primary needs for children and families in our community.
6) Analysis of the information gathered.
7) Development of the Children's Agenda, outlining the priority issues or goals for children and families and suggested strategies for accomplishing those goals.

2016 Process

The 2016 Children's Agenda Committee remained committed to valuing the intensive work of the original Children's Agenda workgroup while applying their professional insights to inform potential updates, additions, and deletions based on current day realities and changing demographics. Based on this philosophy, the Vision, Mission, and Principles remained as follows:

Vision Statement:
Ensuring a safe community where all children are engaged, enriched, and equipped to reach their full potential

Mission Statement:
To identify the current state of children and children's services in Catawba County, identify overarching goals or priority children's issues needing more attention, and the areas of improved effectiveness and efficiency in provision of children's services and where the community can get the most for its investment in the long term.

Principles of Work:

- Inclusive process for getting input throughout the county – geographically and demographically
- Recommendations represent community interests – not the interests of committee members
- Agenda is a product for the our community/county to address – not just County Commissioners
- Avoid duplication of efforts and maximize resources, where possible

The updated ***Children's Agenda*** goals are on the following page. These reflect the highest priority needs for children in Catawba written as goal statements – to reflect the intended outcomes and the overall vision for children and families in Catawba County. These goals are intended to serve as a catalyst for discussion, action and change. Because of this and because so many of the issues included in the agenda do not have accompanying federal or state benchmarks, specific measurable objectives are not provided. The committee felt that subsequent community and agency discussions around action and change would lead to measurable objectives that more specifically address the needs of our local community.

The Appendix following the Agenda includes:

- 2016 Child Data Snapshot
- Glossary of Terms

Five Protective Factors

The ultimate framework for the Children's Agenda is rooted in what is known as the Five Protective Factors. Research studies support the common-sense notion that when these Protective Factors are well established in a family, the likelihood of child abuse and neglect diminishes and child outcomes improve. Research shows that these protective factors are also supportive factors that build family strengths and a family environment that promotes optimal child and youth development.

The Five Protective Factors are:

a. **Building Parental Resilience** – Parents who can cope with the stresses of everyday life, as well an occasional crisis, have resilience; they have the flexibility and inner strength necessary to bounce back when things are not going well. Multiple life stressors, such as a family history of abuse or neglect, health problems, marital conflict, or domestic or community violence - and financial stressors such as

unemployment, poverty, and homelessness—may reduce a parent's capacity to cope effectively with the typical day-to-day stresses of raising children.

b. **Fostering Social and Emotional Competence of Children** - Children's early experiences of being nurtured and developing a positive relationship with caring adult affects all aspects of behavior and development. Research shows that babies who receive affection and nurturing from their parents have the best chance of healthy development. A child's relationship with a consistent, caring adult in the early years is associated later in life with better academic grades, healthier behaviors, more positive peer interactions, and an increased ability to cope with stress.
c. **Building Parental Knowledge of Child Development and Parenting Skills** - There is extensive research linking healthy child development to effective parenting. Children thrive when parents provide not only affection, but also respectful communication and listening, consistent rules and expectations, and safe opportunities that promote independence. Successful parenting fosters psychological adjustment, helps children succeed in school, encourages curiosity about the world, and motivates children to achieve.
d. **Building Concrete Support for Families** - Many factors affect a family's ability to care for their children. Families who can meet their own basic needs for food, clothing, housing, and transportation - and who know how to access essential services such as childcare, health care, and mental health services to address family-specific needs - are better able to ensure the safety and well-being of their children. Partnering with parents to identify and access resources in the community may help prevent the stress that sometimes precipitates child maltreatment. Providing concrete supports may also help prevent the unintended neglect that sometimes occurs when parents are unable to provide for their children.
e. **Fostering Social Connections for Parents** - Parents with a social network of emotionally supportive friends, family, and neighbors often find that it is easier to care for their children and themselves. Most parents need people they can call on once in a while when they need a sympathetic listener, advice, or concrete support. Research has shown that parents who are isolated, with few social connections, are at higher risk for child abuse and neglect.

Recommendation

The Children's Agenda is directed at the community at-large to serve as a catalyst for discussion, action and change. It can and should be used by the business community, parents, elected bodies, civic organizations, funding agencies, public and private organizations or agencies as a guide in strategic planning and determining programmatic, legislative or funding priorities or direction. It can also be used as supporting documentation for grant-writing and requests to potential funders, as it reflects community priorities and needs for children and families.

The planning group has committed to continue to meet on a semiannual basis to review this Agenda and suggest relevant updates. There is also a commitment to update the data snapshot on an annual basis.

Catawba County Children's Agenda
Summary of Goals

Family Functioning and Self Sufficiency

1) Every child will be protected from the negative impacts of poverty.
2) Every parent will have the parenting skills and resilience necessary to promote healthy parenting and prevent abuse and neglect at all stages of development.
3) Every child under the age of 18 will be supervised adequately by adults and have access to age appropriate activities with adult supervision.

Education

Overarching Goal: Support opportunities for the three school districts and public library systems to collaborate, coordinate services, and maximize countywide impact on students, teachers, and parents/guardians.

1) Every child will have access to high quality, pre-kindergarten experience and a smooth transition to kindergarten.
2) Every child will be on grade level in reading by 3rd grade.
3) Every child will graduate from high school and be prepared for college and/or career readiness upon graduation.
4) Every child will have their family engaged in his or her educational process.
5) Schools and community agencies will partner to meet the needs of the whole child.

Health

1) Every preschool and school-age child will have a primary medical and dental home.
2) Every family will have resources and access to assure preventive screenings and treatment.
3) Every child will have access and encouragement to use healthy foods and physical activity to reduce obesity, and to promote wellness and healthy lifestyles.

Social and Emotional Wellbeing

1) Every family will have access to a continuum of behavioral health and substance abuse services, including services for children with unique needs (including those who have experienced trauma and toxic stress, those who have displayed sexually deviant behaviors, etc.), for children with developmental disabilities and for families from culturally and linguistically diverse communities.
2) Every teenager and their families will have access to information and resources to prevent teen pregnancy and other risky behaviors.

Safe Environment

1) Every Catawba County resident will be aware of his/her responsibility to prevent child abuse and neglect and appropriately report abuse and neglect of children.
2) Every driver will engage in safe driving practices.
3) Every child's safety will be enhanced through use of sidewalks, appropriate signage, speed limits and deterrents (speed humps) in residential neighborhoods with large numbers of children.

Social Support and Community Connectedness

1) All children will feel connected to and actively involved in community life.
2) All children will have respect for diversity and appreciation of civil behavior.
3) Every family will feel connected to and supported within the community.

2016 Catawba County Children's Agenda
Goals and Potential Strategies

In some strategies, specific programs or curricula are given as examples. This is intended as a reference point for the reader and should be read as "including, but not limited to…" In these cases, there may be other similar programs not mentioned.

Family Functioning and Self Sufficiency

1. Every child will be protected from the negative impacts of poverty.
    a) Advocate for more families to have access to child care subsidies to allow low income children (ages birth-13) to participate in high quality child care programs and before-school and after-school programs.
    b) Assure food adequacy and security is met for children in poverty by supporting and expanding programs that provide healthy and nutrient-rich foods to families, including over weekends, holidays and during school breaks.
    c) Increase opportunities for safe transportation, including benches & shelters at Greenway stops, to services that improve safety for children, including child care centers, business and residential areas.
    d) Collect and report data to the community regarding children's wellbeing and the impact of poverty on children (annual updating of the Child Data Snapshot).

2. Every parent will have the parenting skills and resilience necessary to promote healthy parenting and prevent abuse and neglect at all stages of development.
    a) Coordinate and expand parent outreach services to connect families to support and educational services (i.e., Parents as Teachers, Care Coordination for Children, Medicaid Case Management, Early Head Start, Triple P).
    b) Partner with the medical community, schools and child-serving agencies to implement a communications campaign for parents/caregivers, including the use of social media, to distribute and reinforce child safety strategies, positive parenting techniques, child abuse prevention, and availability of parenting resources (i.e., shaken baby syndrome, safe sleep, SIDS prevention, community minimum standards for parents of children at specific well child check-ups, Darkness to Light, Period of Purple Crying, It Only Takes a Second, Ray Ray's Pledge (don't leave children in hot cars), Parenting & Partying Don't Mix, etc.).
    c) Educate agency staff and families about the impact of domestic violence and toxic stress on children and caregivers, and advocate for trauma prevention and intervention services.

3. Every child under the age of 18 will be supervised adequately by adults and have access to age appropriate activities with adult supervision.
    a) Support a communications campaign to promote the importance of supervising children of all ages.
    b) Advocate for community-based centers and events, after-school and summer camp activities for children ages 12-16, including transportation to those opportunities, to assure safety and reduce risky behaviors.
    c) Assist parents with behavioral health and substance abuse needs to strengthen their capacity as caregivers by connecting them to resources, services and natural supports.
    d) Expand Triple P (Positive Parenting Program) to include the adolescent curriculum for parents of teenagers.

Education

Overarching Goal: Support opportunities for the three school districts and public library systems to collaborate, coordinate services, and maximize countywide impact on students, teachers, and parents/guardians.

1. Every child will have access to high quality, pre-kindergarten experience and a smooth transition to kindergarten.
    a) Advocate for additional high quality preschool programs for unserved at-risk children, (i.e. NC Pre-Kindergarten Program, Head Start programs).
    b) Advocate for more families to have access to child care subsidies for pre-kindergarten programs.
    c) Support a communications campaign with business and community around the importance of providing all children with high quality early childhood education.
    d) Develop countywide programming to develop leadership capacity and increase soft skills of young children (i.e. Leader in Me, Social-Emotional Foundations for Early Learning- SEFEL).
    e) Reduce barriers to participation in high quality pre-kindergarten programs, such as transportation, classroom location, and classroom availability.
    f) Provide support to schools, child care programs, families and children to create a smooth transition to kindergarten.
    g) Support private child care industry achieving high quality early learning standards (i.e. teacher education, lower teacher/student ratios).

2. Every child will be on grade level in reading by 3rd grade.
    a) Advocate for implementation of research based early literacy programs that begin at birth (i.e. Imagination Library, Reach Out and Read).
    b) Support a communications campaign about the value of early literacy and promote reading in the home by making books available to families (i.e. promote library membership, Imagination Library, Book Bus, Born to Read campaign, etc.).
    c) Support early literacy initiatives in after-school and summer programs.
    d) Utilize countywide data from Read to Achieve and K2 Reading Assessments to identify and address gaps in services in a coordinated way across our three school districts for children who are not on grade level.

3. Every child will graduate from high school and be prepared for college and/or career readiness upon graduation.
    a) Explore and initiate strategies for increasing school attendance and graduation rates in all school districts, including enhanced programmatic partnerships and revisiting school attendance regulations to create multiple avenues and opportunities for success.
    b) Support a communications campaign and programming to address the importance of staying in school and the negative impact of dropping out of school (i.e. Project Esteem, Inspired Learning, Career Advantage Program).
    c) Promote and support Education Matters, mentoring, higher education resources, NC Works programs, and career-based initiatives.
    d) Promote and support the ongoing 1:1 technology and broadband access plans for the public school systems.

4. Every child will have their family engaged in his or her educational process.
    a) Raise awareness with business community and parents about existing legislation supporting parental involvement in a child's education, providing flexibility allowing for school-related opportunities with their children (i.e. "Leave for Parental Involvement in Schools").
    b) Define and promote, in collaboration with community agencies and schools, a unified school family engagement philosophy across all three public school systems.

5. Schools and community agencies will partner to meet the needs of the whole child.
    a) Advocate for schools and libraries to serve as community service hubs to provide school-linked services (i.e., providing connections to mental health and human services, eligibility screening, employment training, community learning, social support, etc. in school and library facilities).
    b) Develop informational materials to educate parents about connections to available resources through our schools and libraries.
    c) Build the capacity of public school front office staff to refer families to additional services, using our county's resource & referral services (i.e. Children's Resource Center and NC-211).
    d) Pilot school-linked family service centers in each public school system, prioritizing support for youth who are homeless and children who are in the foster care system (i.e. Every Student Succeeds Act).
    e) Create partnerships to support the State Board of Education's Whole School, Whole Community, Whole Child framework.

Health

1. Every preschool and school-age child will have a primary medical and dental home.
    a) Advocate to assure a Medicaid provider network for continuum of medical and dental services.
    b) Meet the Center for Disease Control's recommendation of having a school nurse to student ratio of 1:750. (This is currently 1:1036 in Catawba County.)
    c) Promote documentation of medical and dental homes for children via school and childcare registration forms and following up with families who do not provide this information.
    d) Initiate and support a countywide Community Paramedicine Program through Emergency Management Services.

2. Every family will have resources and access to assure preventive screenings and treatment.
    a) Promote existing resources that assist families to access medical care (i.e., Kids in Need Fund, NC Health Choice, Medicaid, Catawba County Public Health/Catawba Pediatrics partnership, etc.).
    b) Advocate for availability of case management services for parents, across the continuum (i.e., prenatal, postpartum, early childhood, etc.).
    c) Coordinate health-related education and outreach activities occurring across the county.
    d) Advocate for family friendly and adequate transportation access to the majority of health care facilities and large practices in Catawba County.
    e) Increase opportunities for children to receive the flu vaccine as well as required immunizations.

3. Every child will have access and encouragement to use healthy foods and physical activity to reduce obesity, and to promote wellness and healthy lifestyles.
    a) Promote recognition for childcare facilities who incorporate healthy eating and physical activity in their programming.
    b) Advocate for schools and child care programs in Catawba County to support the Eat Smart Move More goals and participate in the Healthy Schools/Child Care Recognition Programs.
    c) Advocate for corporate support and promotion of family wellness initiatives to promote physical activity and healthy lifestyle.
    d) Improve equitable access to opportunities for healthy eating by increasing access to community gardens, farmer's markets, and healthy corner stores.

Social and Emotional Wellbeing

1. Every family will have access to a continuum of behavioral health and substance abuse services, including services for children with unique needs (including those who have experienced trauma and toxic stress, those who have displayed sexually deviant behaviors, etc.), for children with developmental disabilities and for families from culturally and linguistically diverse communities.
    a) Work with local and regional providers of higher education to identify and recruit bilingual, bicultural behavioral health clinicians.
    b) Advocate for availability of respite services by trained providers to support families of children with unique needs.
    c) Advocate for implementation of Family Drug Treatment Court.
    d) Advocate for residential substance abuse treatment for adolescents.
    e) Provide support and resources for parents of children who are experiencing toxic stress and other trauma.
    f) Increase treatment centers and opportunities for adolescents who suffer from higher level behavioral health issues and assistance with crisis & respite needs of children and youth.
    g) Promote awareness campaign to educate families and community agencies about the continuum of behavioral health services.

2. Every teenager and their families will have access to information and resources to prevent teen pregnancy and other risky behaviors.
    a) Support consistent implementation of the Healthy Youth Act in all three public school systems.
    b) Support and provide programming for parents regarding their role in educating their children about pregnancy prevention, sexually transmitted diseases, sex abuse prevention, and sexting.
    c) Partner schools, churches and community centers to provide life skills classes and activities for children and youth.

Safe Environment

1. Every Catawba County resident will be aware of his/her responsibility to prevent child abuse and neglect and appropriately report abuse and neglect of children.
    a) Partner with community and child-serving agencies to focusing on countywide messaging and education regarding the prevention of child abuse/neglect. (i.e., Darkness to Light,

Yellow Dyno, reporting requirements, etc.)

b) Promote programs focused on the prevention of gang involvement, human trafficking and other related issues.
c) Work with community partners to support children and youth who are impacted by domestic violence.

2. Every driver will engage in safe driving practices.
   a) Promote communications campaign to reduce distracted driving.
   b) Promote safe car seat installation and use, and the continuation of the Child Passenger Safety Diversion Program for first time offenders.
   c) Advocate for stricter penalties for underage and adult persons convicted of driving while impaired.
   d) Promote defensive driving classes for teenage drivers.

3. Every child's safety will be enhanced through use of sidewalks, appropriate signage, speed limits and deterrents (speed humps) in residential neighborhoods with large numbers of children.
   a) Promote interconnectedness of neighborhoods through walk/bike paths and greenways.
   b) Advocate for new neighborhood developments to include sidewalks.

Social Support and Community Connectedness

1. All children will feel connected to and actively involved in community life.
   a) Promote and expand the availability of youth volunteer opportunities (through nonprofits, cultural & arts organizations, etc.) by using community calendars, United Way Volunteer Center, 211, and social media.
   b) Promote sponsorship or participation by youth groups and families in designated community service activities. (i.e. Days of Caring, Make a Difference Day, etc.)
   c) Promote youth participation in civic, faith-based entities, and school service clubs.

2. All children will have respect for diversity and appreciation of civil behavior.
   a) Promote respectful behavior among youth in all settings, including bullying prevention, cyber-bullying prevention, and the development of soft skills, starting in early childhood.
   b) Promote appreciation for diversity, including ethnicity, culture, race, gender, sexual orientation, language, economic status, religion, and disability.

3. Every family will feel connected to and supported within the community.
   a) Develop and promote a family friendly community calendar of events and community resource database in high traffic areas. (i.e., shopping centers, schools, and linked to websites of existing family and child-serving agencies)
   b) Advocate for the development of family resource hubs, community learning centers and school linked services to reduce physical and social isolation.
   c) Promote availability of active and passive recreation activities/facilities to all segments of the county and publicize existing recreation activities/facilities with families.

Appendix 1

2016 Catawba County Child Data Snapshot

DEMOGRAPHICS

Population

155,056 total population

Age Range	Children	Percent
Under 5 years	8,117	5.2%
5 to 9 years	9,286	6.0%
10 to 14 years	10,531	6.8%
15 to 19 years	10,458	6.7%

Source:http://factfinder.census.gov/faces/tableservices/jsf/pages2015

Race/Ethnicity (total population)

Race/Ethnicity	Percent
Caucasian	84.5%
African-American	8.9%
Other/Mixed Race	2.4%
Asian	4.2%
Hispanic/Latino	9.2%

Source: 2015 State of the County Health Report, Catawba County Public Health. Note: Individuals who identify as Hispanic may be of any race.

Living Arrangements

Households with own children under 18	
Married couple households	11,367
Male householder, no spouse	1,549
Female householder, no spouse	3,409
Total	16,325

Source: 2016ov/faces/tableservices/jsf/pageshttps:/ /factfinder .census.gov./faces/tableservices/jsf/pages/productview.xhtml? src=bkmk-2015 Census Data

POVERTY & ECONOMIC WELLBEING

Poverty

- In 2015, 15.3% of Catawba County citizens were living below poverty. *
- Children account for 23.4% of those living under the poverty line.

*2014 - A family with 2 minor children is considered below poverty if their earnings were **less than $23,850** per year*

Source: Catawba County Community Health, 2015

Food Assistance

- FY 2015-2016, 35,813 received Food Assistance.
- The Backpack program served 1,380 children with 375,905 meals in all local elementary schools (25), 3 middle schools, 2 high schools, and 2 child development centers.

Source: 2015 Catawba County Department of Social Services

Child Support

Catawba County Collection rate:

15-16: 69.28%
14-15: 69.46%
13-14: 69.48%
12-13: 70.08%
11-12: 71.15%

Catawba County Cases under order:

15-16: 87.92%
14-15: 87.85%

Source: Catawba County Child Support Unit 12/2016

Housing

- In 2015, 40% of Catawba County renters were unable to afford a 2 bedroom apartment (at fair market rent) (compared to 43% of NC Renters).
- In 2015, 40% of renters and 21% of homeowners with a mortgage had housing costs that exceeded 35% of their income.
- Between 2010 and 2014, Catawba County foreclosures decreased 45% (from 974 to 536).
- In November 2016, the number of properties that received a foreclosure filing in Catawba County was 55% lower than the same time last year.
- In 2015, in Catawba County, a minimum wage earner ($7.25/hour) must work 87 hours to afford the fair market rent for a 2 bedroom apartment ($632).

Source: Western Piedmont Council of Governments/US Bureau of Labor Statistics

Employment

- The very latest employment figures (Nov 2016) show Catawba County's labor force as 77,217.
- The latest unemployment numbers reflect a rate of 4.6% - 3,552 unemployed.

Source: NC Employment Security Commission www.ncesc1.com

Work First

- As of 11/30/2016 148 families received a cash payment of an average of $185.39 through the WFFA program.
- 135 of these cases are "child only cases"
- 100% of families served are required to cooperate with child support. If a family does not cooperate or has "good cause" for non-cooperation that determination comes from child support.

Source: Work First Unit, 12/2016

EARLY CHILDHOOD EDUCATION

Child Care in Catawba County

- In 2016, 32% (3036 of 9505) of Catawba County children birth-5 years old attended a childcare facility[1]
- In 2016, 76% of children in childcare were in a 4 or 5 star child care program (of 5 stars)[1]
- The average cost of childcare for an infant was $138.51/week and $122.92/week for a preschooler in 2016[1]
- 1,696 children received financial assistance (daycare subsidy) to pay for child care in fiscal year 2015-16[2]

Source: [1]Children's Resource Center
[2]Catawba County Social Services Day Care Unit

Licensed Child Care

- 46 licensed child care centers
- 10 licensed family child care homes (home-based care)
- 17 public school pre-kindergarten sites
- 24 half-day programs
- 26 school-age programs (before and after school care)

Source: NC Division of Child Development and Early Education

K-12 EDUCATION

Student Population and Graduation Rates

School System	Total Student Population	% to Graduate (2015-16)
Catawba County Schools (CCS)	17,092[1]	90.8%[1]
Newton-Conover City Schools (NCCS)	3,119[1]	92.5%[1]
Hickory Public Schools (HPS)	4,400[1]	84.7%[1]
North Carolina (NC)	1,459,852[2]	85.4%[2]

[1] Source: Catawba County Schools, Newton-Conover City Schools and Hickory Public Schools
[2] Source: http://www.dpi.state.nc.us/newsroom/news/2015-16/20150902-01

Performance on End of Grade Tests

(Percentage of Students' Scores at or Above Grade Level)

School System	2013-2014	
	Reading	Math
CCS	57.9%	53.6%
NCCS	53%	47.2%
HPS	55.3%	50.3%
NC	43.9%	42.3%

Source: Catawba County Schools, Newton-Conover City Schools and Hickory Public Schools

Free or Reduced Lunch

School System	SY 10-11	SY 12-13	SY 13-14	SY 14-15
Catawba County Schools	48%	49%	52%	52%
Newton-Conover City Schools	64%	64%	65%	67%
Hickory Public Schools	62%	58%	63%	58%

Source: Catawba County Schools, Newton-Conover City Schools and Hickory Public Schools/ncpublicschools.org

HEALTH & WELLBEING

Child Abuse & Neglect

- From March 2015 to February 2016, Catawba County DSS received **3,386** Child Protective Service reports on **6,805** children accepted for assessment (based on state criteria)
  - **1,527** findings of no maltreatment involving **2,561** children.
  - **182** findings of maltreatment involving **373** children.
  - **199** families (**361** children) received CPS In-Home Treatment services as a result of a finding.
- 99 reports involved a positive drug screen for a newborn at delivery up almost 100% from 2014.
- From 7/2015 to 6/2016 Social Services had an average of **221** children in foster care. There was a 2.26% reduction in the number of children in foster care throughout the fiscal year.

Source: 2015-16 Catawba County Department of Social Services

Infant Mortality

- In 2015, there were 18 child deaths in Catawba County compared to 16 in 2014.
- 61% of deaths involved children under the age of 1.
- 44% of child deaths stemmed from prenatal issues/perinatal conditions.
- 6% were due to suicide.

Source: http://www.schs.state.nc.us/data/vital/ims/2013

Sexually Transmitted Diseases

Catawba County:

- Number of Chlamydia Cases (2013, all ages): 542
- Number of Gonorrhea Cases (2013, all ages): 113
- Number of HIV report (2013, all ages): 16

The total numbers of Chlamydia and Gonorrhea cases are useful indicators of adolescent sexual health as they are most common in adolescents. HIV reports are notable because youth ages 13-24 account for more than 25% of new infections in the United States.

Source: http://www.appcnc.org/data/map/catawba#sexual-health

Immunizations

- According to the Catawba County 2015 Health Data Survey, 91.3% of Catawba County's children ages 19-35 months received their recommended vaccines compared to 87.5% of children in North Carolina.

Source: N.C. Immunization Branch & CCDPH 2015 Health Data

Teen Pregnancy

- In 2013 there were 159 pregnancies to 15-19 year olds in Catawba County – down from 240 in 2012.
- In 2013, 26.4% of the pregnancies to 15-19 year olds were repeat pregnancies compared to 23.3% in 2012.
- In 2014, Catawba County had a teen pregnancy rate of 28.7 per 1000 15-19 year olds. The Catawba County rate represents a decrease from 34% in 2012.
- There has been a decrease in teen pregnancy across racial and ethnic groups, as the teen pregnancy rate among Hispanic/Latina youth more than halved from 2009 and 2013.
- NC County Ranking (out of 100 counties): 58

Source: ttp://www.catawbacountyhealthpartners.org/2015CHA.pdf

Access to Care & Preventive Health

- Children have access to medical/dental services, which will result in an increase in the quality of health, through Medicaid of NC Health Choice.
- 94.5% of Catawba County's uninsured/potentially eligible children (living in homes with income under 200% of the Federal Poverty Limit) were enrolled in one of these programs, compared to the state's rate of 90%.
- 67% of children ages 1-2 were screened for elevated blood lead levels and 0.2% were found to have elevated levels

Source: 2016 ncchild.org and Catawba County Social Services 2016

Oral Health

- The average number of decayed, missing, and filled primary teeth for kindergarten children in Catawba County is the same as the state average.
- Both the percentage of fifth-graders free of decay and the percentage with sealants in Catawba County are higher than the state average.
- Since 2008, there has been a 9.5% increase in the rate of fifth-graders in Catawba County with no decay, from 74% in 2008 to 81% in 2012-2013.

Source: http://www.catawbacountyhealthpartners.org/2015CHA.pdf

RISK TAKING BEHAVIOR

Juvenile Crime Rates

- In 2015, the rate of undisciplined* juveniles in Catawba County per 1000 youth ages 6 to 17 years old was 5.51 up from the 2014 rate of 4.44.
- In 2015, the rate of delinquent* juveniles in Catawba County per 1000 youth ages 6 to 15 years old was 27.48 which is up from 19.77 the previous year.
- Sixty juveniles in Catawba County were admitted to detention in 2015, up from 51 the previous year.
- In 2015, the rate of commitment to Youth Development Centers in Catawba County was .30 (5 youth), above the state average of .20

*Undisciplined generally refers to youth ages 6 - 16 years who are regularly truant from school, disobedient to parents/guardians, runaway or generally found in places where it is unlawful to be
*Delinquent refers to children ages 6-16 years who commit crimes or infractions, including violation of motor vehicle laws

*Source: Division of Juvenile Justice. (2015).*County Databooks.*http://www.ncdjjdp.org/statistics/databook.html*

The ***Child Data Snapshot*** was originally developed and compiled by the Catawba County's Children's Agenda Planning Committee, a multidisciplinary collaborative appointed by the Catawba County Board of Commissioners in February, 2009. The committee's vision was to ensure a safe community where all children are engaged, enriched, and equipped to reach their full potential. Their mission was to develop a ***Children's Agenda***, outlining the current state of children in Catawba County and identifying overarching children's issues needing more attention (listed to the right). The Child Data Snapshot was first developed in October 2009 as a support document for the Children's Agenda work. It has since been updated annually. A summary of the Children's Agenda and an electronic version of the Child Data Snapshot are available at the Catawba County Social Services webpage at http://www.catawbacountync.gov/dss/.

Substance Abuse

In 2014, Catawba County Health Partners' substance abuse coalition undertook the Pride Survey, a nationally accredited survey designed to identify youth substance abuse trends and risk factors. Survey results came from 2,235 students in grades 6,8,10, and 12 from each school system.

	Annual Use	Monthly Use
Alcohol	30.9%	17.3%
Tobacco	17.8%	11.4%
Marijuana	17.4%	11.8%
Prescription Drugs	7.1%	4.2%
OTC Drugs	4.5%	2.4%
Cocaine	3.5%	1.8%
Hallucinogens	3.5%	1.7%
Ecstasy	3.2%	1.4%
Inhalants	2.9%	1.4%
Steroids	2.3%	1.5%
Meth	2.0%	1.4%
Heroin	1.9%	1.4%

Source: 2015 tate of the County Health Report, Catawba County Public Health

Catawba County Children's Agenda Priorities

Family Functioning and Self Sufficiency

1) Every child will be protected from the negative impacts of poverty.
2) Every parent will have the parenting skills and resilience necessary to promote healthy parenting and prevent abuse and neglect at all stages of development.
3) Every child under the age of 18 will be supervised adequately by adults and have access to age appropriate activities with adult supervision.

Education

1) Every child will have access to high quality, pre-kindergarten experience and a smooth transition to kindergarten.
2) Every child will be on grade level in reading by 3rd grade.
3) Every child will graduate from high school and be prepared for college and/or career readiness upon graduation.
4) Every child will have their family engaged in his or her educational process.
5) Schools and community agencies will partner to meet the needs of the whole child.

Health

1) Every preschool and school-age child will have a primary medical and dental home.
2) Every family will have resources and access to assure preventive screenings and treatment.
3) Every child will have access and encouragement to use healthy foods and physical activity to reduce obesity, and to promote wellness and healthy lifestyles.

Social and Emotional Wellbeing

1) Every family will have access to a continuum of behavioral health and substance abuse services, including services for children with unique needs (including those who have experienced trauma and toxic stress, those who have displayed sexually deviant behaviors, etc.), for children with developmental disabilities and for families from culturally and linguistically diverse communities.
2) Every teenager and their families will have access to information and resources to prevent teen pregnancy and other risky behaviors.

Safe Environment

1) Every Catawba County resident will be aware of his/her responsibility to prevent child abuse and neglect and appropriately report abuse and neglect of children.
2) Every driver will engage in safe driving practices.
3) Every child's safety will be enhanced through use of sidewalks, appropriate signage, speed limits and deterrents (speed humps) in residential neighborhoods with large numbers of children.

Social Support and Community Connectedness

1) All children will feel connected to and actively involved in community life.
2) All children will have respect for diversity and appreciation of civil behavior.
3) Every family will feel connected to and supported within the community.

Appendix 2
Catawba County Children's Agenda Report - Glossary of Terms

Brief descriptions of terms used in the Children's Agenda Goals and Strategies.

Behavioral Health - Includes not only ways of promoting well-being by preventing or intervening in mental illness such as depression or anxiety, but also has as an aim preventing or intervening in substance abuse or other addictions.

Book Bus - Bookmobile provided by Hickory Public Schools that serves lower income neighborhoods in the HPS district.

Born to Read Campaign - Catawba County Library's program providing community resource materials and materials to all new parents in the hospital.

Care Coordination for Children - Case management provided by Catawba County Public Health nurses who are embedded in pediatric offices, intended for income eligible families with children birth to age 5.

Career Advantage Program - Federally funded program through the Workforce Innovation and Opportunity Act which is committed to assist individuals ages 16-24 to succeed in an ever changing world of work. Administered by Western Piedmont Council of Governments.

Child Passenger Safety Diversion Program - Program that gives violators of the NC Child Passenger Safety Law the chance to have their safety seat properly installed and their fine dismissed, one time only.

Children's Resource Center - Catawba County's child care resource and referral program, connecting families to child care, support services, and other resources. Services families with children birth to age 12.

Community Paramedicine Program - Program allowing paramedics and emergency medical technicians (EMTs) to operate in expanded roles to provide healthcare services to underserved populations.

Darkness to Light - Educational program designed to raise awareness of the prevalence and consequences of child sexual abuse by educating adults about the steps they can take to prevent, recognize and react responsibly to the reality of child sexual abuse

Days of Caring - Volunteer opportunity organized through Catawba County United Way where community members can donate time and effort to local nonprofits for various projects.

Early Head Start - Federally funded in-home parent education services provided to income eligible families with children birth to age 3, using the literacy-based Parents as Teachers model. Administered by Catawba County Schools.

Eat Smart Move More - statewide movement that promotes increased opportunities for healthy eating and physical activity wherever people live, learn, earn, play and pray.

Education Matters - a partnership between Business, Government, and Education working together to increase the value of education and educational attainment in Catawba County. An initiative of CVCC.

Every Student Succeeds Act - US law passed in December 2015 that governs the United States' K–12 public education policy. The law replaced No Child Left Behind Act.

Family Drug Treatment Court - Program designed to assist parents with substance abuse/dependence issues and monitor their progress towards recovery, with the goal to ensure that that parents develop the ability and skills needed to successfully and appropriately function as a substance free parent.

Head Start - Federally funded, comprehensive preschool program designed to meet emotional, social, health, nutritional and psychological needs of income-eligible children from age 3 to 5. Administered by iCARE in Statesville.

Healthy Child Care Recognition Program - Catawba County Public Health's initiative designed to promote healthy, sustainable policies that improve physical activity and nutrition in county's child care community.

Healthy Schools Recognition Program - Catawba County Public Health's initiative designed to promote healthy, sustainable policies that improve physical activity and nutrition in county's three public school

systems.

Imagination Library - Early literacy program that sends one free age-appropriate book to each enrolled child every month until the child turns 5 years of age. Administered by the Catawba County Partnership for Children.

Inspired Learning - provides after-school tutoring, drop-out prevention assistance, and summer programming for students in grades 2-12 at no cost to students or parents. Currently operating at two sites: Maiden Chapel Baptist Church Faith Center to serve grades 2-8 and Hickory High School After Hours for grades 9-12.

It Only Takes a Second - Child abuse and neglect prevention awareness campaign alerting caregivers of the importance of sufficient supervision.

K-2 Reading Assessment - a NC assessment initiative intended to assess the reading and writing skills of students in kindergarten, first, and second grade. It is intended to be a process *for formative, interim/benchmark, and summative assessment.*

Kids in Need Fund - Fund established by the School Health Team of Catawba County Public Health to help meet the healthcare needs of school children who fit the fund's eligibility guidelines.

Leave for Parental Involvement in Schools - Legislative action that requires employers to grant four hours per year leave to any employee who is a parent, guardian, or person standing in loco parentis of a school-aged child so that the employee may attend or otherwise be involved at that child's school.

Make a Difference Day - Nationwide day of service, held annually, with the single purpose of improving the lives of others.

Medicaid Case Management - Voluntary case management services provided by Social Services to Medicaid population, including medical, social or educational services to adults and children who are at-risk or show evidence of abuse, neglect or exploitation.

NC-211 - Resource and information hotline sponsored by the United Way where community members can access resources online www.nc211.org or by calling 211.

NC Health Choice - State supported insurance program that covers the children of working families that have income too high for Medicaid coverage but cannot afford private health insurance. It provides health insurance for children age 6 to age 19.

NC Pre-Kindergarten Program - State funded high quality pre-kindergarten classroom experiences for at-risk four year old children for one year prior to entering kindergarten. NCPK classrooms are in public schools and private child care programs. Administered by the Catawba County Partnership for Children.

NC Works - Complete set of employment tools for job seekers in North Carolina where potential employees can search jobs, create resumes, find education and training. An initiative of Western Piedmont Council of Governments.

Parent Engagement - Shared responsibility in which schools and other community agencies and organizations are committed to reaching out to engage parents in meaningful ways, and parents are committed to actively supporting their children's and adolescents' learning and development.

Parenting & Partying Don't Mix - An educational campaign to increase awareness of the connections between drug and alcohol abuse and child abuse.

Parents as Teachers - Evidence-based home visitation model for at-risk families with children ages birth to 5.

Period of Purple Crying - Awareness campaign to educate caregivers about the period of time in a baby's life when they cry more than any other time.

Project Esteem "Empowering Students Thru Education Employment & Mentorships" - provides individualized academic, emotional and behavioral support for student success within an alternative learning community through developmentally appropriate instruction that allows for individual differences and learning styles. Provided through Catawba County Schools.

Ray Ray's Pledge - Educational campaign to educate caregivers about not leaving children in hot cars.

Reach Out and Read - Early literacy program that provides free books to children when they attend well-child appointments at Unifour Pediatrics.

Read to Achieve - Legislative initiative through the Excellent Public Schools Act, providing third-grade students who are not reading at grade level by the end of third grade special help, including summer reading camp and other interventions to make sure that they can read well enough to be able to do fourth-grade work.

Safe Sleep - Local campaign to educate caregivers about the ways to keep infants safe while sleeping.

Shaken Baby Syndrome - Serious brain injury resulting from forcefully shaking an infant or toddler.

SIDS - Sudden Infant Death Syndrome

Soft Skills - combination of interpersonal people skills, social skills, communication skills, character traits, attitudes, career attributes and emotional intelligence quotient among others that enable people to effectively navigate their environment, work well with others, perform well, and achieve their goals with complementing hard skills.

Subsidies - Financial Assistance administered through Social Services to help income eligible families afford child care (for birth-5 year old children) and school-age/summer camp care for school-age (elementary) children.

Toxic Stress - Physiological responses that can occur when a child experiences strong, frequent, and/or prolonged adversity - such as physical or emotional abuse, chronic neglect, caregiver substance abuse or mental illness, exposure to violence, and/or the accumulated burdens of family economic hardship - without adequate adult support. Can result in long-term health and emotional implications.

Triple P -"Positive Parenting Program" - Evidence-based suite of parent education opportunities including one-on-one interventions, group interventions, and seminars. Triple P is administered through Social Services within the Parent Support Team.

Whole School, Whole Community, Whole Child - A community Framework recently adopted by the NC State Board of Education which acknowledges the critical linkages among services/programming in the community with education initiatives that support student health and safety, develop student responsibility, and remove barriers to their success which include poverty, poor health, unsafe environments, lack of access to services and supporting infrastructure needed to support their long-term health and safety to ensure their access to a quality public education while striving for high academic achievement.

Yellow Dyno - A child-focused program that educates children about how to identify deceptive behavior ("tricky people"), how to trust safety instincts, and how to feel worthy of being safe.

MEMORANDUM

To: Catawba County Board of Commissioners

From: Policy and Public Works Subcommittee

Date: January 17, 2017

Re: K-64

Request:

The Policy and Public Works Subcommittee recommends the Board of Commissioners approve the attached resolution, which supports the concept of K-64 and the creation of an operating board, as well as approve the Bylaws of such board.

Background:

As a result of the Board's Strategic Planning regarding education, the resolution and bylaws were developed. The next step, after approval of these documents, will be to develop a Memorandum of Understanding (MOU) among all the participating entities.

RESOLUTION NO. 2017-___

WHEREAS, Catawba County is committed to preparing our children and adults for success in a dynamic work and career environment; and

WHEREAS, Catawba County's economic growth and competitiveness is dependent upon providing exceptional educational opportunities that will attract and retain working age adults and families considering making a life here; and

WHEREAS, Catawba County's educators are already implementing future-driven initiatives that have established a foundation of success and a framework for growth in our school systems; and

WHEREAS, Catawba County, in partnership with the three public school systems, CVCC, business and industry, county government and other community partners, seeks to unify goals, implement leading-edge strategies, and replicate existing best practices across the entire local education system through K-64, a collaborative initiative that puts students on an immediate and sustained path to success in the local and global economy.

NOW, THEREFORE, BE IT RESOLVED the Catawba County Board of Commissioners supports the concept of K-64 and the creation of an operating board in accordance with the following:

Purpose

K-64 is a bold, talent building strategy for the future of Catawba County and focuses on the following initial objectives:

- 1-to-world technology
- Character and soft skills development
- Tech savvy educators
- Work-based learning
- Employer engagement
- Career adaptability

Guiding Principles

All partners recognize K-64 has to operate out of the confines of the traditional education and government structure. The K-64 Board must be a working body, using its collective experience and expertise to plan and guide the initiative in a hands-on manner.

Although the initial outcomes exist in some form within the school systems, with the direction and oversight of the K-64 Board the outcomes can be refined and various pilot programs established so concepts can be tested and proven prior to application across the entire educational spectrum.

Initial and future K-64 Board Members will be selected based on their passion and expertise in being able to make the goals realities. While the Board's executive and potential future staff will accomplish much of the day to day work of implementation, history demonstrates for such an initiative to be successful, it must be close to, and thrive on, a broad base of community support and a capable and passionate board.

Funding

As the Catawba County Board of Commissioners is committing public tax dollars to seed the K-64 initiative, and these funds are in addition to the existing high level of financial support provided to the three school systems and CVCC, and the three school systems and CVCC are committing significant state dollars through current funding formulas, the Commissioners consider this investment as venture capital for a "game changing" initiative. As venture capital, the funds will be drawn down as specific goals are met and program implementation achieved.

Role of the K-64 Board

The Board's practical, executive leadership is essential for K-64's success and shall have the following responsibilities:

- Establishing a long term vision and securing continuous financial support to accomplish the vision
- Transparency and accountability for the effective use of public funds
- Implementation of concrete plans with both tangible and timely goals and outcomes
- Provide direction to the executive director who shall serve at the will of the K-64 Board
- Communication and engagement resulting in continued buy-in by partner organizations and the community at large

Adopted this the 17th day of January, 2017.

CATAWBA COUNTY

[Corporate Seal]

By: _____
C. Randall Isenhower, Chair

ATTEST:

_____
Barbara Morris, Clerk

BYLAWS OF
K-64 Education Board

ARTICLE I

Role and Purpose

Section 1.1 Purpose

K-64 is a bold, talent building strategy for the future of Catawba County. In partnership with the three public school systems, Catawba Valley Community College, business and industry, county government and other community partners, K-64 seeks to create a world class education system that produces highly competent and well prepared students for the local and global economy by accomplishing the following initial objectives: 1 to world technology, character and soft skills development, tech savvy educators, work-based learning, employer engagement and career adaptability.

Section 1.2 Role of Board

The Board's practical, executive leadership is essential for K-64's success and shall, at a minimum, focus on establishing a long term vision including: securing continuous financial support, transparency and accountability for the effective use of public funds; implementation of concrete plans with both tangible and timely goals and outcomes; direction to executive staff hired in conjunction with, and overseen by, the K-64 Board; and communication and engagement resulting in continued buy-in by partner organizations and the community at large. The Executive Director shall serve at the will of the K-64 Board who shall make all employment decisions for that position and provide overall direction to such person. The CVCC President shall manage the executive director, consistent with the direction provided by the K-64 Board. The Executive Director, and any other employees that may be hired, shall be subject to the employment policies of the college, to the extent they do not conflict with these bylaws, and receive all benefits provided to other CVCC employees.

ARTICLE II

Board Members

Section 2.1. General Powers

The Board Members, in accordance with the provisions of applicable law, the Resolution and these bylaws adopted by the Catawba County Board of Commissioners on January 17, 2017, shall manage the affairs of the Board. Board members shall not receive any compensation for their service.

Section 2.2. Number, Tenure and Representation

The number of Board Members shall be 12. One Board Member, who is a currently sitting Board Member, shall come from each of the following: Catawba County Schools, Hickory Public Schools, Newton-Conover City Schools, Catawba Valley Community College, Catawba County Chamber of Commerce, Catawba County Economic Development Corporation and the Catawba County Board of Commissioners. In addition to these seven Board Members the Catawba County Board of Commissioners shall appoint five additional members. Initially six members shall be appointed to a one-year term and six members shall be appointed to two year terms. Thereafter all terms shall be for two year periods. Members shall only be eligible to serve three consecutive terms for a total of six years except for the six Board Members who are initially appointed to a one-year term who may serve a total of seven years. A Board Member who has been off the Board for a twelve-month period shall be eligible for reappointment.

Section 2.3. Appointing Authority

While the Catawba County Board of Commissioners appoints all 12 Board Members, each school system, CVCC, the chamber of commerce and the economic development corporation shall each make a recommendation as to their appointees.

Section 2.4. Conflict of Interest

Board Members are to avoid any conflict of interest, even the appearance of a conflict of interest. Board Members are obligated to always act in the best interest of the K64 Education Board. This obligation requires that any Board Member, in the performance of duties, seek only the furtherance of the K64 Education mission. At all times, Board Members are prohibited from using their position for private profit or benefit.

Section 2.5. Vacancies

Any vacancy occurring on the Board will be filled by the Catawba County Board of Commissioners as soon as is practical. Time spent filling an unexpired term shall not count toward the maximum three two-year terms. A Board Member who misses two consecutive meetings without cause shall be deemed to have resigned and the position vacant.

Section 2.6 Nonvoting Members

The Catawba County Manager, Catawba Valley Community College President, Catawba County School Superintendent, Hickory Public Schools Superintendent,

Newton-Conover City Schools Superintendent, Catawba County Chamber of Commerce President and Catawba County Economic Development President shall serve as ex-officio members but shall not be voting members.

ARTICLE III

Meetings

Section 3.1. Regular Meetings

Commencing with the first month following the members' appointments, the Board shall meet once per month for 24 months. Thereafter the Board shall meet quarterly. Meetings shall be a time and location decided upon by the Board Members.

Section 3.2 Special Meetings

Special meetings of the Board may be called by the Chair.

Section 3.3 Notice

All meetings, regular and special, are subject to the North Carolina Open Meetings Law.

Section 3.4 Quorum

A majority of the Board Members shall constitute a quorum. A quorum shall be necessary for the transaction of any official business of the Board.

Section 3.5 Electronic Participation in Meetings

Any one or more Directors may participate in a meeting of the Board or a committee by means of a conference telephone or similar communication device which allows all persons participating in the meeting to hear each other, and such participation in a meeting shall be deemed presence in person at such meeting.

Section 3.6 Persons Attending Meetings

Any person may attend a regular or special meeting of the Board. The Board may go into closed session as permitted by NCGS 143-318.11

ARTICLE IV

Officers and Committees

Section 4.1 Committees

The Board may create committees of the Board and appoint members of the Board to serve on them. The creation of a committee of the Board and

appointment of members to it must be approved by the Board. Each committee of the Board must have two or more members. Each committee member serves at the pleasure of the Board.

Section 4.2 Officers

The officers of the Board shall consist Chair, Vice Chair and Secretary.

Section 4.3 Election and Term of Office.

The officers shall be elected by the Board Members at the first official meeting and annually thereafter Each officer shall hold office until her successor is elected. Exofficio members are not eligible to hold office.

Section 4.4 Removal

Any officer elected or appointed by the Board may be removed when in the judgment of the Board the best interests of the Board will be served thereby.

Section 4.5 Chair

The Chair shall preside at all meetings of the Board and is eligible to vote. The Chair shall appoint Board Members to any subcommittees from time to time.

Section 4.6 Vice Chair

The Vice Chair shall fulfill the responsibilities of Chair during that officer's absence, inability or refusal to act.

Section 4.7 Secretary

The Secretary shall keep accurate minutes of the acts and proceedings of all meetings of the Board. She shall give all notices required by law and these Bylaws. The board may appoint an individual, who is not a board member, to handle the responsibilities of Secretary. The Secretary shall have general charge of the records and in the absence of Chair and Vice-Chair carry on their duties. Within a week of approval of the minutes of a Board meeting she shall deliver a copy to the Catawba County Manager and to the CEO of each of the participating partners.

ARTICLE V

General Provisions

Section 5.1 Gender

As used in these Bylaws, the feminine pronoun shall include the masculine.

Section 5.2 Amendment or Repeal of Bylaws

The Bylaws of this board may be repealed or amended by the Catawba County Board of Commissioners.

These bylaws approved the 17th day of January, 2017.

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