

AGENDA

Catawba County Board of Commissioners Meeting
Monday, March 6, 2017, 9:30 a.m.
Robert E. Hibbitts Meeting Room, 1924 Courthouse
30 North College Avenue, Newton, NC

1. Call to Order.
2. Pledge of Allegiance to the Flag.
3. Invocation.
4. [Approval of the Minutes from the Board's Special Meeting and Regular Meeting of February 20, 2017.](#)
5. Recognition of Special Guests.
6. Public Comments.
7. Presentations:
 - a. [Certificate of Commendation. Presented to Robin Dycus, Social Worker III. Interim Social Services Karen Harrington and Clinical Program Manager Korey Fisher-Wellman will be present for the presentation.](#)
 - b. [Update on Partners Behavioral Health Management \(PBHM\). Presented by PBHM Regional Director of Community Operations Tara Conrad.](#)
8. Appointments.
9. Consent Agenda:
 - a. [Donation of Surplus Vehicle to Catawba Rescue Squad.](#)
 - b. [Appropriation of \\$5,690 in Existing Fund Balance to Maiden Fire Department.](#)
10. Departmental Reports.
Utilities and Engineering.
 1. [City of Newton, Hwy 16 and Balls Creek Water Line Loan Agreement. Presented by Utilities and Landfill Project Manager Jonathan Greer.](#)
 2. [Hwy 16 Sewer Line Encasement and CommScope Evaluation with WK Dickson. Presented by Utilities and Landfill Project Manager Jonathan Greer.](#)
 3. [Town of Maiden, Davis Road Water Line Contract Amendment. Presented by Utilities and Landfill Project Manager Jonathan Greer.](#)
11. Other Items of Business.
12. Manager's Report.
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 next Board of Commissioners Meetings will take place on Monday, March 20, 2017, at 7:00 p.m., in the 1924 Courthouse.

Government of Catawba County, North Carolina

This

Certificate of Commendation

is presented to

**ROBIN DYCUS
SCHOOL SOCIAL WORKER**

in recognition of significant and valuable contribution to community betterment

Citation:

In proud recognition, this certificate is an acknowledgment of your achievement in being named a finalist in the selection of dedicated and deserving social workers by the national publication *Social Work Today*. This publication selects and pays tribute to ten social workers from around the country who have been nominated by their colleagues for superior achievement. Your dedication to making a difference to students at Hickory Career & Arts Magnet High School and Hickory High School is applauded and appreciated. The impact you make on these young people's lives will be felt for years to come. This Board congratulates you on this outstanding achievement and thanks you for your service to the children of Catawba County.

Date: March 6, 2017

CATAWBA COUNTY BOARD OF COMMISSIONERS



Randy Isenhower, Chair



PARTNERS

Improving Lives. Strengthening Communities.

Catawba County Reporting As of 12-31-16

Tara Conrad, MSW, LCAS, LCSW
Regional Director of Community Operations
tconrad@partnersbhm.org

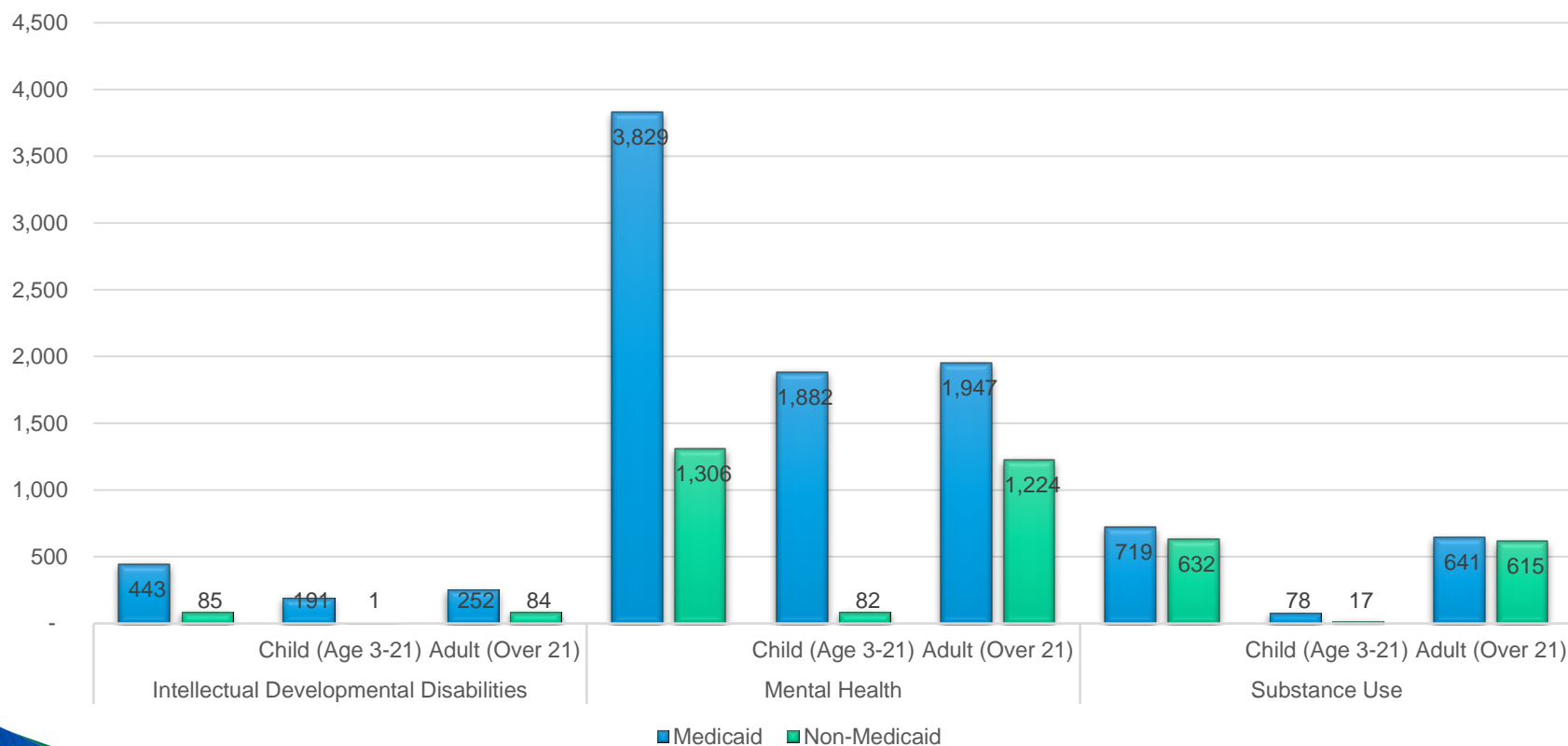
Number of Persons Served by Disability:

Number of Persons served by Disability:			Medicaid	Non-Medicaid	Total
Intellectual Developmental Disabilities			443	85	528
		Child (Age 3-21)	191	1	
		Adult (Over 21)	252	84	
Mental Health			3,829	1,306	5,135
		Child (Age 3-21)	1,882	82	
		Adult (Over 21)	1,947	1,224	
Substance Use			719	632	1,351
		Child (Age 3-21)	78	17	
		Adult (Over 21)	641	615	



Number of Persons Served by Disability:

Number of Persons Served by Disability



Cost of Persons Served by Disability:

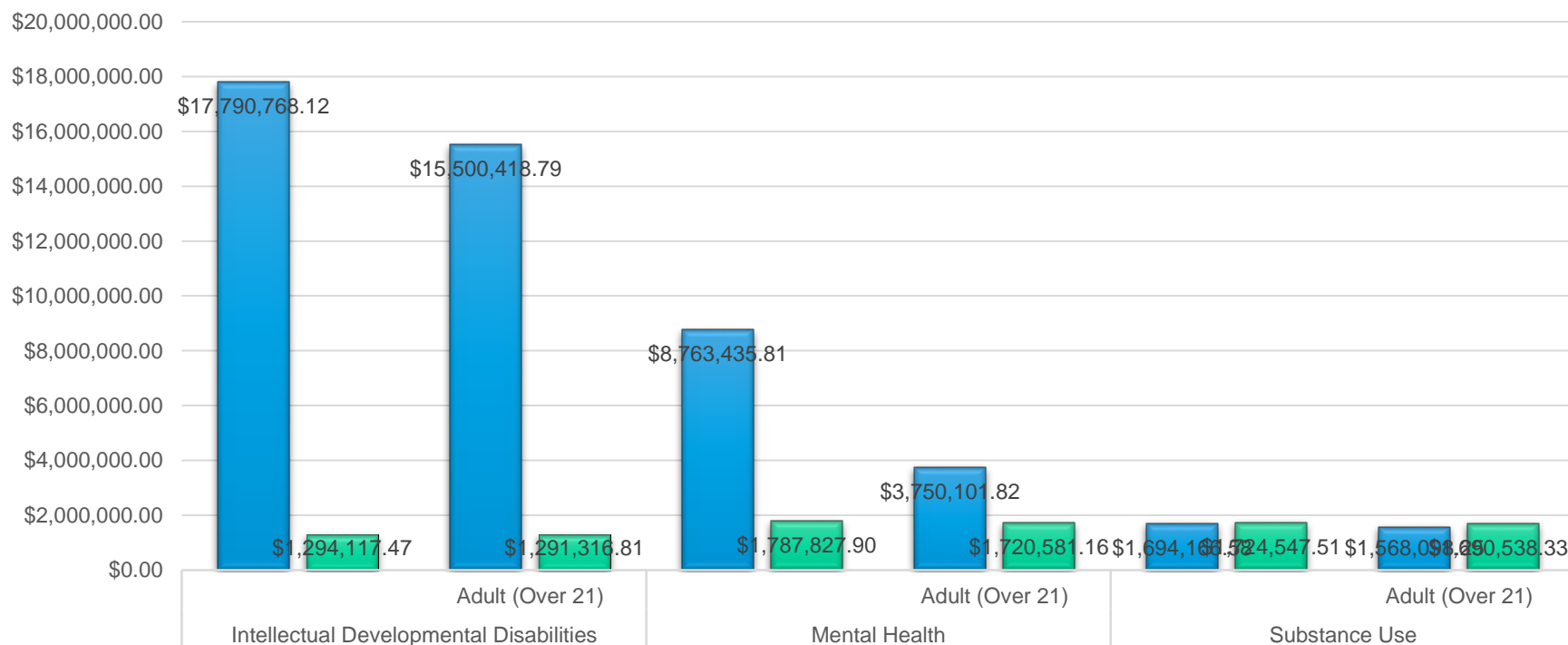
Cost of Persons served by Disability:		Medicaid	Non-Medicaid	Total
Intellectual Developmental Disabilities		\$17,790,768.12	\$1,294,117.47	\$19,084,885.59
	Child (Age 3-21)	\$2,290,349.33	\$2,800.66	
	Adult (Over 21)	\$15,500,418.79	\$1,291,316.81	
Mental Health		\$8,763,435.81	\$1,787,827.90	\$10,551,263.71
	Child (Age 3-21)	\$5,013,333.99	\$67,246.74	
	Adult (Over 21)	\$3,750,101.82	\$1,720,581.16	
Substance Use		\$1,694,166.58	\$1,724,547.51	\$3,418,714.09
	Child (Age 3-21)	\$126,068.33	\$34,009.18	
	Adult (Over 21)	\$1,568,098.25	\$1,690,538.33	



Cost of Persons Served by Disability:

Cost of Persons Served by Disability

■ Medicaid ■ Non-Medicaid



MEMORANDUM

TO: Catawba County Board of Commissioners

FROM: Debbie Anderson, Purchasing Manager

DATE: March 6, 2017

SUBJECT: Donation of Surplus Vehicle to Catawba Rescue Squad

Request:

Staff requests Board of Commissioners approval of the appropriation of the donation of a 2010 Dodge Charger to Catawba Rescue Squad.

Background:

Catawba Rescue Squad requests a surplus 2010 Dodge Charger. This vehicle will be used primarily to run medical first response calls and may at times be utilized to transport Rescue members to squad meetings and training classes. This vehicle will replace a 2003 Ford that was purchased as surplus from the Highway Patrol, has 148,100 miles, and has developed maintenance issues over the last year. If approved, this vehicle will not be an expansion to their fleet.

The vehicle to be donated is a 2010 Dodge Charger with 112,585 miles. The County has had numerous issues from these model years and this car is no exception. From 80K miles to where it is now it has had 5 major repairs, not including regular duty services. From Maintenance's experience, at the mileage level it is at now, it will have more issues. This car has served all the capacities of the Sheriff's Office; Road Patrol, Civil Dept., SRO, and over the last year it has been a spare vehicle. With the new units coming into service, Maintenance is able to move more suitable units to the spare line that will give better service.

North Carolina General Statute 160A-279 authorizes the county to convey personal property to a nonprofit organization without monetary consideration as long as the property will be used for a public purpose. The process begins with the governing board adopting a resolution authorizing the conveyance of the property and a ten-day public notice.

Recommendation:

Staff recommends the Board of Commissioners adopt the following resolution donating personal property to the Catawba County Rescue Squad.

**RESOLUTION No.
DECLARATION OF SURPLUS PROPERTY AND DONATION TO THE
CATAWBA RESCUE SQUAD**

WHEREAS, Catawba County owns a 2010 Dodge Charger that is no longer needed for any governmental use;

WHEREAS, North Carolina General Statute 160A-279 authorizes a county to convey personal property by private sale to a nonprofit organization;

WHEREAS, North Carolina General Statute 160A-279 authorizes the conveyance without monetary consideration if the recipient ensures the property will be used for a public purpose;

WHEREAS, the Catawba Rescue Squad is a nonprofit organization that provides a public service;

THEREFORE, the Catawba County Board of Commissioners resolves that:

1. A 2010 Dodge Charger is declared surplus property.
2. The property will be donated to the Catawba Rescue Squad without monetary consideration.
3. The Purchasing Manager shall be authorized to conduct the transfer of property and shall publish a notice summarizing the contents of this resolution and the property shall be conveyed anytime after ten days after the notice publication.

This the 6th day of March 2017.

C. Randall Isenhower, Chair
Catawba County Board of Commissioners

MEMORANDUM

TO: Catawba County Board of Commissioners

FROM: Mark V. Pettit, Assistant Emergency Services Director

DATE: March 6, 2017

SUBJECT: Appropriation of \$5,690.00 in Existing Fund Balance to Maiden Fire Department.

Request:

Staff requests Board of Commissioners approval of the appropriation of existing fund balance in the amount of \$5,690.00 to Maiden Fire Department. The department will use these funds to install a station wide alert system.

Background:

Currently, Maiden Fire Department's paid personnel are alerted of an emergency call through the use of pagers and an outside siren. The department would like to replace the use of the siren with a new system that when alerted will be displayed on a monitor, activate the station lights, and open designated bay doors. Additionally, the new system will have an audio broadcast system throughout the station so members will be able to readily hear dispatched calls. North Carolina Department of Insurance (NCDOI) states to receive credit for fire rating, each member must be alerted of a call by a primary device and by a secondary device. This new alert system would meet this NCDOI requirement. Once the new system is in place, the existing siren will only be utilized for severe weather events.

Historically, each department has its own fund balance which is carried from year to year unless the department makes a request to appropriate it. The fund balance is created when tax revenue collections exceed the projections established by the Budget Department prior to each fiscal year. Fire departments have been allowed to utilize ninety percent of existing fund balance to address major projects such as buildings, building additions, truck replacement and other non-recurring needs such as equipment items. Ten percent of each department's fund balance is held for unforeseen expenditures during the budget year. Maiden Fire Department has an available fund balance of \$94,920.00, which is 43.6% of its total expenditures (\$217,710) in Fiscal Year 2016/17.

Recommendation:

Staff recommends Board of Commissioners approval of the appropriation of existing fund balance in the amount of \$5,690.00 to Maiden Fire Department.

<u>Appropriation of Existing Fund Balance</u>	
359-260010-690100	\$5,690
Fund Balance	

<u>Expense</u>	
359-260010-849010	\$5,690
Fire Protection	

MEMORANDUM

TO: Catawba County Board of Commissioners

FROM: Jonathan Greer, Utilities & Landfill Project Manager

DATE: March 6, 2017

IN RE: City of Newton Balls Creek Water Loan Contract

REQUEST

Staff requests the Board of Commissioners:

1. Execute an interlocal agreement with City of Newton for a water line project in accordance with County Code Chapter 42, Revolving Loan Program, to serve NC Highway 16 South, Balls Creek Road, and Buffalo Shoals Road; and
2. Combine Balls Creek Water Phase I project and Balls Creek Water Phase II project into one project named Balls Creek Water.

BACKGROUND

At the June 3, 2013 Board of Commissioners meeting, an interlocal agreement between Catawba County and City of Newton was approved, and \$2,641,905 was appropriated with the Fiscal Year 2013/14 Budget adoption in two projects, Balls Creek Water Phase I and Phase II, to provide water along NC Highway 16 South, Balls Creek Road, and Buffalo Shoals Road. These two projects consisted of three divisions of work. Since that time, the project divisions and management have changed and have been partially consolidated. The waterline being installed along NC Highway 16 is now being constructed as part of NC DOT's roadway widening project. The remaining portions of the project along Balls Creek Road and Buffalo Shoals Road are now one division and will be installed separately from the portion along NC Highway 16. The management of the project has also shifted. Catawba County is now loaning the money directly to Newton and the City will now manage the project from bidding through construction. The new interlocal agreement replaces the existing agreement and outlines the two revised water line divisions and project management.

The revised divisions and cost estimates including construction administration services are further described as follows:

- (a) NCDOT Construction: consists of approximately 26,000 linear feet of 12" water line(s) and appurtenances beginning at an existing City of Newton water line at the intersection of Coley Fish Pond Road and NC HWY 16, extending south along NC HWY 16 to its intersection with Buffalo Shoals Road. The NCDOT estimated cost of this division is \$3,965,078.
- (b) Non-NCDOT Construction: consists of all water lines not constructed by NCDOT. More specifically, these water lines and appurtenances consist of approximately 16,600 linear feet of 12" water line in two sections, one along Buffalo Shoals Road and the second along Balls Creek Road. The Buffalo Shoals Road water line begins 525 linear feet north of its intersection with NC HWY 16 and extends northeast to an existing dead-end water line located at Balls Creek Campground. The Balls Creek Road water line begins 700 linear feet north from its intersection with NC HWY 16 and extends northeast to an existing dead-end

water line located at Balls Creek Elementary School. The estimated cost of this Division is \$1,574,206.

Due to the changes in the Water project, staff recommends that the original two projects, Balls Creek Water Phase I and Balls Creek Water Phase II, be combined into one project and transfer the funds in Balls Creek Water Phase I, \$645,886, to Balls Creek Water Phase II and rename it Balls Creek Water. The remaining \$3,550,000 needed to fund the project will be appropriated with the passing of the 2017/18 budget. The current appropriation for this project is more than adequate to cover any costs until the new budget is adopted. The term of the loan, consistent with the original agreement from 2013, is a 25% grant with 75% paid back over ten years at zero percent interest.

RECOMMENDATION

Staff recommends the Board of Commissioners:

1. Execute interlocal agreement with City of Newton for a water line project in accordance with County Code Chapter 42, Revolving Loan Program, to serve NC Highway 16 South, Balls Creek Road, and Buffalo Shoals Road; and
2. Combine Balls Creek Water Phase I project and Balls Creek Water Phase II project into one project named Balls Creek Water.

Appropriations:

Transfer From:

475-431100-861500-22018	\$645,886.00
Balls Creek Water Phase I	

Transfer To:

475-431100-861500-22019	\$645,886.00
Balls Creek Water	

STATE OF NORTH CAROLINA
COUNTY OF CATAWBA

AGREEMENT BETWEEN CATAWBA
COUNTY AND CITY OF NEWTON FOR
WATER LINE(S) TO SERVE HIGHWAY
16 SOUTH, BALLS CREEK ROAD AND
BUFFALO SHOALS ROAD

THIS AGREEMENT, by and between Catawba County, hereinafter "County" and the City of Newton, hereinafter "City" is effective the _____ day of March, 2017.

WHEREAS, County and City have agreed that municipal water service is needed to serve Highway 16 South, Balls Creek Road, and Buffalo Shoals Road, creating hydraulic loops within the City's water system, as described below, in order to improve water quality;

WHEREAS, to satisfy that need, County and City entered into an agreement dated June 3, 2013, providing that County would install and City would operate a series of water lines described as Balls Creek Division I, Balls Creek Division II, and Balls Creek Division III, and now described below as NCDOT Construction and Non-NCDOT Construction, hereinafter "Project";

WHEREAS, the North Carolina Department of Transportation ("DOT") will be widening NC Highway 16 in Catawba County and has agreed to install the portions of the Project located in the right of way for NC Highway 16 as provided in the agreement between City and DOT dated _____, 2017 and entitled "Utility Agreement";

WHEREAS, County will manage the Non-DOT Construction portions of the Project through the design and permitting phase;

WHEREAS, County agrees to finance the installation of the Project subject to the terms of repayment described below; and

WHEREAS, the June 3, 2013, agreement between County and City is hereby terminated and replaced by this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements made, the parties agree as follows:

1. The parties agree the County will pay the full amount of the estimated cost within the NC Highway 16 right of way ("NCDOT Construction") which totals Four Million One Hundred Seventy-Nine Thousand Five Hundred Seventy-Eight Dollars (\$4,179,578.00) and the full amount of the remaining estimated costs for the portions of the Project that are not located in the NC Highway 16 right of way ("Non-NCDOT Construction") which are estimated to be One Million Six Hundred Fifty-Nine Thousand Seven Hundred Six Dollars (\$1,659,706.00), or, for both projects, the actual cost of the water line construction, installation, construction administration, design engineering, permitting, and fees if the actual costs are less than the estimates listed above. County will manage the portions of the Project that are not included in the agreement between DOT and City through the design and permitting phase. The County has no further responsibility for any aspect of design, permitting, or construction beyond this point. The City will be solely responsible

for all further steps needed to complete both portions of the project. The breakdown of the estimated costs are as follows:

- NCDOT
 - Cost Estimate from DOT \$3,765,078.00
 - Construction Administration 200,000.00
 - Design Engineering 214,500.00
 - Total Estimate \$4,179,578.00

- NON-NCDOT
 - Cost Estimate \$1,474,206.00
 - Construction Administration 100,000.00
 - Design Engineering 85,500.00
 - Total Estimate \$1,659,706.00

2. County will initiate the loan to City for the NCDOT Construction portion of the project upon DOT submitting a final invoice to City for DOT's portion of the Project.
3. The Non-NCDOT Construction loan will be initiated by City submitting to County, on a monthly basis, an invoice for reimbursement once City has approved and paid pay applications from the utility contractor and/or consulting engineer. Invoices to County must include requested reimbursement amount and approved pay requests showing payment by City. Once City has submitted, and County has paid, reimbursement invoices totaling the project estimate or actual cost, whichever is less, County will stop paying reimbursement invoices submitted by City.
4. Any and all design engineering and other costs already incurred by County prior to this agreement have been or will be paid directly by County and 75% of the costs will be included in the loan amount to be repaid by City. These costs are estimated to be \$300,000.00 and allocated to the NCDOT portion and NON-NCDOT portion as shown in paragraph 1 above. If City does not begin construction of the NON-NCDOT portion within five (5) years of the effective date of this Agreement, the total design engineering cost will be included in the NCDOT loan.
5. The City agrees to keep the County advised with regard to proposed change orders and actions concerning any change orders. A change order that County determines would materially modify the original scope of either portion of the project must be approved by County.
6. City agrees to repay County seventy-five percent (75%) of total Project cost estimate or the total project actual cost, whichever is less, payable over a ten (10) year period; the remaining twenty-five percent (25%) is a grant to City. No interest will be charged on the loan. Payments for the NCDOT Construction portion will be made in equal annual installments, beginning twelve (12) months from the date County initiates loan to City. Payments for the Non-NCDOT Construction will be made in equal annual installments, beginning twelve (12) months after the final reimbursement is made to City. If City fails to make a payment pursuant to this Agreement within thirty (30) days of the date invoiced, City will be in default. County will notify City in writing of the default. If County does not receive payment within thirty (30) days of the date of the notice, County may acquire

possession of the water lines and Collateral, as defined herein, installed pursuant to this Agreement and control of the service area in which the water lines are located, irrespective of any prior agreements between the parties. City will cooperate with County to promptly facilitate the transfer of water lines from City water system ID number to County water system ID number, and customers will become County's customers. City will also transfer any easements and/or rights of way associated with the Project to the County.

7. Exhibit A, attached and incorporated herein by reference, is a map showing each of the contemplated waterline divisions referenced as NCDOT Construction and Non-NCDOT Construction. The waterline divisions are further described as follows:
 - (a) NCDOT Construction: consists of approximately 26,000 linear feet of 12" water line(s) and appurtenances beginning at an existing City of Newton water line at the intersection of Coley Fish Pond Road and NC HWY 16, extending south along NC HWY 16 to its intersection with Buffalo Shoals Road . The NCDOT estimated cost of this division is \$3,765,078.00.
 - (b) Non-NCDOT Construction: All water lines not constructed by NCDOT along NC HWY 16. More specifically, these water lines and appurtenances consist of approximately 16,600 linear feet of 12" water line in two sections, one along Buffalo Shoals Road and the second along Balls Creek Road. The Buffalo Shoals Road water line begins 525 linear feet north of its intersection with NC HWY 16 and extends northeast to an existing dead-end water line located at Balls Creek Campground. The Balls Creek Road water line begins 700 linear feet north from its intersection with NC HWY 16 and extends northeast to an existing dead-end water line located at Balls Creek Elementary School. The estimated cost of this Division is \$1,474,206.
8. City grants to County, to secure the repayment of the amount loaned for the installation of the above described water lines, a continuing security interest in all of the water lines installed pursuant to this Agreement, whether now owned or existing or hereafter acquired and wherever located, together with all appurtenances, parts, fittings, accessories, equipment, special tools, renewals, and replacements of all or any part thereof (all hereinafter called "Collateral"). At the time of execution of this Agreement, City shall have furnished County with properly executed financing statements as prescribed by the Uniform Commercial Code as presently in effect in North Carolina and approved by County in form and number sufficient for filing wherever required with respect to the Collateral, in order that County shall have a duly perfected security interest of record in the Collateral following its filing of such financing statements with the appropriate local and state governmental authorities. City shall execute as reasonably required by County any additional financing statements or other documents to effect the same, together with any necessary continuation statements. This security interest will terminate upon full payment of the loan.
9. County has the right, at its option, to construct and install future line additions, extensions or connections from City water line(s) installed and operated as part of the Project, provided any addition, extension or connection will serve County customers and not customers inside City's corporate limits and adequate capacity is available. If some portion of an addition, extension or connection is within the City's corporate limits, City has the right to add to, connect to or extend the line to its citizens with no participation from County.

10. If City proposes to County to make an addition, extension or connection to Project lines, County shall within ninety (90) days notify City of its intention to participate in the addition, extension or connection. If County opts to participate in the addition, extension or connection, the operation and maintenance of the line will be governed by this Agreement.
11. If County opts not to participate in any addition, extension or connection, City retains the right to proceed without any participation from County.
12. City will operate and maintain Project lines and connections as required by the Catawba County Code, Chapter 42, and Entitled "WATER AND SEWER". The connection fee for tap stub outs installed with the initial construction of the Project shall be those in effect for the City at that time. Connection fees for connections made after initial construction of the Project shall be those in effect for the City at the time the connection application is filed.
13. The County capital fee for connection tap stub outs shall be those in effect for the County at the time the connection is applied for in accordance with the County's adopted fee schedule.
14. The Application for Approval of Engineering Plans and Specifications for Water Supply Systems to be submitted to the appropriate State agency shall be in the name of City.
15. All designs, developments, plans, and engineering shall be subject to review and consent by both parties. The parties will not suggest or make unreasonable changes in the designs, developments, and plans for the Project.
16. The parties agree that the NCDOT Construction portion and Non-NCDOT Construction portion will be designed as one project for State permitting. The Non-NCDOT Construction portion will be bid at City's discretion.
17. County agrees that all customers of this Project shall be subject to policies, practices, ordinances and directives of the City in operation of the water lines. This includes but is not limited to: Water Conservation Ordinances, Rate Reviews, Irrigation Meter Policy, Backflow Prevention Policy, etc.
18. Upon the State issuing Final Approval, City will maintain, replace and repair all water lines and appurtenances which are part of the Project as a part of the overall City water system. City shall respond with reasonable promptness and efficiency to any and all complaints with respect to the water lines and will provide necessary services related to such complaints.
19. Ownership of the lines, along with related easements, shall be in the name of the City. City will be the provider of water and will maintain all lines and serve all future customers of the water lines described above unless City breaches the terms of this Agreement.
20. Any work contemplated under this Agreement is subject to the approval of funds by both the Catawba County Board of Commissioners and the Newton City Council. Should City not

commence construction for any reason within five (5) years of the effective date of this Agreement, City understands and agrees County shall no longer be obligated to provide any appropriated funds.

21. The City agrees and grants permission to the County to either alone or with another entity enter into an agreement to finance a waterline extension from the intersection of West Bandy's Cross Roads and Buffalo Shoals Roads southwest on Buffalo Shoals Road to NC Highway 16 to connect the County's Bandy's and Anderson Mountain Water Tanks together in a looped system that will improve water quality and quantity for the County's SECC system. This waterline extension will only serve as a hydraulic connection between County's Bandy's and Anderson Mountain Water Tanks with no service line connections on the Buffalo Shoals Road Portion described above. This paragraph is intended to adhere to a previous agreement between City and County entitled "AGREEMENT BETWEEN CATAWBA COUNTY AND CITY OF NEWTON WATER SERVICE TO SOUTHEASTERN CATAWBA COUNTY" dated May 15, 2001.
22. The parties shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the parties utilize a subcontractor, the parties shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
23. The parties certify that, as of the date listed below, they are not on the Final Divestment List or the Iran Parent and Subsidiary Guidance List as created by the State Treasurer pursuant to NCGS 147-86.58. In compliance with the requirements of the Iran Divestment Act (Article 6E of Chapter 147 of the North Carolina General Statutes), the parties shall not utilize, in the performance of the contract, any subcontractor that is identified on the Final Divestment List or the Iran Parent and Subsidiary Guidance List.
24. The June 3, 2013 agreement between County and City is hereby terminated and replaced by this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year above first written.

CATAWBA COUNTY BOARD OF COMMISSIONERS

C. Randall Isenhower, Chair

ATTEST:

Seal

Barbara Morris, County Clerk

CITY OF NEWTON

Anne P. Stedman, Mayor

ATTEST:

Seal

Amy Falowski, City Clerk

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

Date: _____

Robert Miracle, Catawba County Finance Director

Date: _____

Serina Hinson, City of Newton Finance Director

APPROVED AS TO FORM

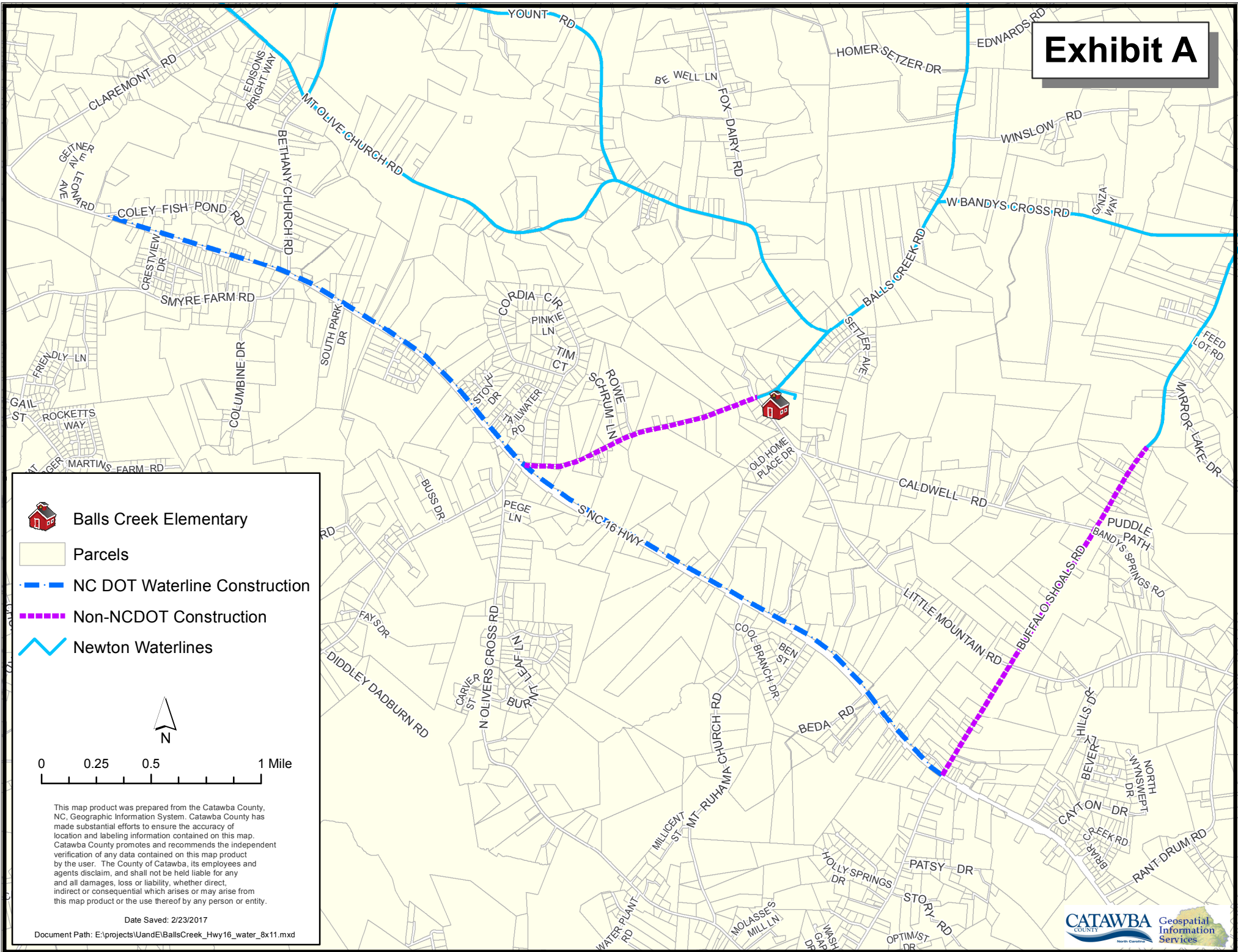
Date: _____

Jodi Stewart, Assistant County Attorney

Date: _____

John Cilley, City Attorney

Exhibit A



MEMORANDUM

TO: Catawba County Board of Commissioners

FROM: Jonathan Greer, Utilities & Landfill Project Manager

DATE: March 6, 2017

IN RE: NC DOT Contract: NC Hwy 16 Sewer Sleeve

REQUEST

Staff requests the Board of Commissioners:

1. Execute a contract with North Carolina Department of Transportation (NCDOT) for the installation of approximately 190 linear feet of steel encasement pipe as part of NCDOT's NC Highway 16 widening project; and
2. Authorize County Manager to execute contract with WK Dickson for Preliminary Engineering Report evaluating public sewer options to serve Bandy's High, Mill Creek Middle, and CommScope in the amount of \$59,900.

BACKGROUND

In March 2016, BOC approved County staff to request NCDOT include dry sewer lines and sleeves as part of its NC Highway 16 widening project. Since that time, NCDOT has agreed to install the requested utilities and the sewer design has been included in the roadway project. NCDOT is now requesting execution of the contract with the County agreeing to reimburse NCDOT for installation costs.

NCDOT's cost estimate for the encasement pipe and dry sewer lines is \$1,413,737, which is approximately 2.5 times higher than Catawba County's original estimate and current budgeted amount of \$530,000. As such, staff is inclined to only recommend installation of the encasement pipe for future use, estimated to cost \$160,000, and remove the dry sewer lines from the NCDOT contract and installation, thereby saving Catawba County in excess of \$1,000,000. The installation of a future use sleeve under the widened highway for future needs remains a prudent decision as it will allow for simplified and more cost effective future access, via gravity sewer, to the west side of the widened highway.

On October 25, 2016, the County received a request from CommScope to evaluate the possibility of public sewer service to its manufacturing facility located at 6519 CommScope Rd., Catawba. To start this evaluation, County staff solicited RFQ's from engineering firms and selected WK Dickson from those who responded. WK Dickson's proposed contract, in the amount of \$59,900, will evaluate possible sewer routes and associated cost estimates to serve not only CommScope's facility, but also Bandy's High School and Mill Creek Middle School. If the Board wishes, the savings from not installing the dry sewer lines along NC Highway 16 can be applied towards this potential project that will serve more immediate needs.

RECOMMENDATION

Staff recommends the Board of Commissioners:

1. Execute a contract with North Carolina Department of Transportation (NCDOT) for the installation of approximately 190 linear feet of steel encasement pipe as part of NCDOT's NC Highway 16 widening project; and
2. Authorize County Manager to execute contract with WK Dickson for Preliminary Engineering Report evaluating public sewer options to serve Bandy's High, Mill Creek Middle, and CommScope in the amount of \$59,900.

NORTH CAROLINA
CATAWBA COUNTY

UTILITY AGREEMENT

DATE: 2/27/2017

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

Project: R-3100 A/B

AND

WBS Elements: 34522.3.5

COUNTY OF CATAWBA

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the County of Catawba, hereinafter referred to as the "County".

WITNESSETH:

WHEREAS, the Department has prepared and adopted plans to make certain street and highway improvements under Project R-3100A/B, in Catawba County, said plans consist of NC 16 from north of SR 1814 (Caldwell Road) to SR 1895 (Tower Road) (combined w/R-3100B); NC 16 from north of SR 1801 (Claremont Road) to north of SR 1814 (Caldwell Road) (combined w/R-3100A); Catawba County; said project having a right-of-way width as shown on the project plans on file with the Department's office in Raleigh, North Carolina; and,

WHEREAS, the parties hereto wish to enter into an agreement for certain utility work to be performed by the Department's construction contractor with full reimbursement by the County for the costs thereof as hereinafter set out.

NOW, THEREFORE, it is agreed as follows:

1. The Department shall place provisions in the construction contract for Project R-3100 A/B Catawba County, for the contractor to adjust and relocate sewer lines. Said work shall be accomplished in accordance with project special provisions attached hereto as Exhibit "A", and cost estimate attached hereto as Exhibit "B".
2. The County shall be responsible for sewer lines costs. The estimated cost to the County is \$160,000.00 as shown on the attached Exhibit "B". It is understood by both parties that this is an

estimated cost and is subject to change. The County shall reimburse the Department for said costs as follows:

- A. Upon completion of the highway work, the Department shall submit an itemized invoice to the County for costs incurred. Billing will be based upon the actual bid prices and actual quantities used.
 - B. Reimbursement shall be made by the County in one final payment within sixty (60) days of said invoice.
 - C. If the County does not pay said invoice within sixty (60) days of the date of the invoice, the Department shall charge interest on any unpaid balance at a variable rate of the prime plus (1%) in accordance with G.S. 136-27.3.
 - D. Said interest rate shall be set upon final execution of the Agreement by the Department. The County will be notified of the set interest rate by the Department's approval letter upon receipt of the fully executed agreement.
 - E. Any cost incurred due to additional utility work requested by the County after award of the construction contract, shall be solely the responsibility of the County. The County shall reimburse the Department 100% of the additional utility cost.
3. Upon the satisfactory completion of the relocations and adjustments of the utility lines covered under this Agreement, the County shall assume normal maintenance operations to the said utility lines. Upon completion of the construction of the highway project, the County shall release the Department from any and all claims for damages in connection with adjustments made to its utility lines; and, further, the County shall release the Department of any future responsibility for the cost of maintenance to said utility lines. Said releases shall be deemed to be given by the County upon completion of construction of the project and its acceptance by the Department from its contractor unless the County notifies the Department, in writing, to the contrary prior to the Department's acceptance of the project.
4. It is further agreed that the following provisions shall apply regarding the utilities covered in this Agreement.

- A. The County obligates itself to service and to maintain its facilities to be retained and installed over and along the highway within the Department's right-of-way limits in accordance with the mandate of the North Carolina General Statutes and such other laws, rules, and regulations as have been or may be validly enacted or adopted, now or hereafter.
 - B. If at any time the Department shall require the removal of or changes in the location of the encroaching facilities which are being relocated at the County's expense, the County binds itself, its successors and assigns, to promptly remove or alter said facilities, in order to conform to the said requirement (if applicable per G.S. 136-27.1), without any cost to the Department.
5. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).
6. Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 *et seq.* requires that each vendor, prior to contracting with the State, certify that the contracting party meets the requirements of the Iran Divestment Act. The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and will be updated every 180 days.

By execution of this Agreement each Party certifies that neither it nor its Agents or Contactors/Subcontractors are on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran; and neither Party shall utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List. Furthermore, each Party certifies that the undersigned are authorized by the Parties to make this Certification.

During the term of this Agreement, should the Parties receive information that a person is in violation of the Act as stated above, the Department will offer the person an opportunity to

respond and the Department will take action as appropriate and provided for by law, rule, or contract. Should this Act be voided by NC General Statute, this Agreement will remain valid; however this certification will no longer be required

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the County by authority duly given.

L.S. ATTEST:

COUNTY OF CATAWBA

BY: _____ BY: _____

TITLE: _____ TITLE: _____

DATE: _____

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Approved by _____ of the local governing body of the County of Catawba
as attested to by the signature of Clerk of said governing body on _____ (Date)

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

(SEAL)

(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:

County of Catawba

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

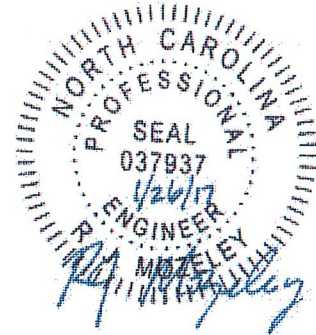
DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (Date)

PROJECT SPECIAL PROVISIONS
Utility Construction



1240 19th Street Lane NW
Hickory, North Carolina 28601
Phone: 828-328-2024
Firm License No. C-0459



DOCUMENT NOT CONSIDERED FINAL
UNLESS ALL SIGNATURES COMPLETED

Revise the 2012 Standard Specifications as follows:

Page 10-56, Sub-article 1034-1 Clay Pipe, strike this sub-article in its entirety. No vitrified clay pipe shall be included in this project.

Page 10-57, Sub-article 1034-3 Concrete Sewer Pipe, strike this sub-article in its entirety. No concrete sewer pipe shall be included in this project.

Page 10-58, Sub-article 1036-1 General, add the following sentence:

All materials in contact with potable water shall be in conformance with Section 1417 of the Safe Drinking Water Act.

Page 10-58, Sub-article 1036-1 General, add the following sentence:

All permanent water lines (regardless of pipe material) to be incorporated into the project and to be taken over by the City of Newton shall be installed with a copper tracer wire.

Page 10-59, Sub-article 1036-6 Fire Hydrants, replace with the following:

All fire hydrants private and public connected to the city's water supply shall be dry-barrel fire hydrants, which comply with ANSI/AWWA C502. All hydrants will have a dry top with O-ring seals, which permanently seal off the stem operating threads from water and keep the lubricant in. All hydrants shall be opened by turning counter clockwise, and the direction of the opening shall be indicated by means of an arrow and appropriate wording

on the top of the hydrant. The main valve opening shall be 5 ¼" and be a compression type valve. Hydrants shall have a bronze main valve seat ring that thread into a bronze drain ring. Each hydrant shall have at least two bronze drain outlets. All hydrants shall have a thrust or anti-friction washer in the operating area of the hydrant bonnet. A weather cap around the operating nut on top of the hydrant is required. All hydrants will have a 6-inch mechanical joint base connection. Hydrants shall be designed for a minimum working pressure of 200 psi. Each hydrant shall be assembled at the factory with one 5" Storz steamer connection with two 2 ½" nozzles on either side. All hydrant connections shall be National Standard Thread.

All hydrants will be furnished with the breakable traffic feature that will break upon impact. The feature shall consist of a breakaway safety flange on the barrel and a breakable safety coupling in the main valve stem. The bottom of the breakaway flange shall be 1 to 4 inches above finished grade.

All exterior surfaces of hydrants placed in the public right-of-way and to be maintained by the City shall be painted two coats of (Safety Yellow #4308-9400) for the "Body", (Safety Red #4308-9000) for the two (2) "Nozzle Caps", and (Safety Blue #4308-0400) for the "Bonnet" with Reflective sprinkles, or to the City's satisfaction with Rust-Oleum Industrial Enamel Paint or approved equal.

Black plastic "Out of Use" disks (no bags) must be placed on hydrants immediately upon firm hydrant installation.

Hydrant will normally be 3 ½' from the ground to the bottom of the hydrant (42" bury depth). However, when plans indicate deeper bury is required, such hydrants will be furnished conforming to the depth of bury as shown on the plans. Hydrant extensions will be installed only if necessary.

Summary Public Fire Hydrants:

- Yellow Paint for the "Body" of the hydrant
- Red Paint for the "Nozzle Caps" of the hydrant
- Blue Paint for the "Bonnet" of the hydrant
- Hydrant connections shall be National Standard Thread
- Black "Out of Use" disk (no bag) installed immediately upon fire hydrant installation
- 1 to 4 inches from bottom of breakaway flange to final grade

Hydrants accepted by the City of Newton are as follows:

- Super Centurion 250, A-423 5 ¼" manufactured by Mueller Company
- American Darling 5 ¼" B-84-B-5, manufactured by American flow Control
- K81 5 ¼" Guardian manufactured by Kennedy Valve

Page 10-59, Sub-article 1036-7 (A), replace the first sentence with the following:

Use iron body gate valves which conform to ANSI/AWWA C509 for resilient seat-type valves.

Page 15-1, Sub-article 1500-2 Cooperation with the Utility Owner, paragraph 2, add the following sentence:

The water utility owner is the City of Newton. The contact person is Mr. Dennis Falder, Assistant Public Works and Utilities Director and he can be reached by phone at (828) 695-4298.

The sewer utility owner is Catawba County and the City of Hickory. The contact person is Mr. Jonathan Greer, Utilities and Landfill Project Manager, and he can be reached by phone at (828) 464-6411.

Page 15-2, Sub-article 1500-9 Placing Pipelines into Service, add the following sentence:

Obtain approval from the NCDENR-Public Water Supply Section prior to placing a new water line into service. Use backflow prevention assemblies on existing fire hydrants for temporary connections to isolate new water lines from existing water line.

Page 15-2, Sub-article 1500-9, paragraph 2, sentence 2, replace with the following sentences:

Interruptions in water service for all distribution system mains shall be limited to a maximum of 4 hours unless otherwise specifically approved by the Engineer. Interruptions in water service for all water services shall be limited to a maximum of 6 hours unless otherwise specifically approved by the Engineer.

Page 15-2, Sub-article 1500-9, add the following paragraphs:

All existing water and sewer services which are to be modified, reconnected, relocated, or removed shall be done to the satisfaction of the utility owner's representatives. The Contractor shall coordinate field review by the utility owner's representatives through the Engineer.

All proposed water and sewer services which are to be installed shall be done to the satisfaction of the utility owner's representatives. The Contractor shall coordinate field review by the utility owner's representatives through the Engineer.

Page 15-4, Sub-article 1505-3 Construction Methods (E) Thrust Restraint, replace paragraphs 1-3 with the following:

Provide thrust restraint for pressurized pipelines and appurtenances. When shown on the plans and at all installed fittings, construct with modifications to match the actual field conditions. Engineer the thrust restraint system with a factor of safety of 1.5 for the test pressure specified and for the actual field conditions.

Use joint restraint methods, such as integral restraining bells and spigots, restraining retainer glands, restraining gaskets or restraining clamps and lugs with tie rods. Use concrete reaction backing and thrust collars where joint restraint is impractical or where shown in the plans.

Provide thrust restraint on the existing and proposed piping system at all fittings. Thrust restraint by integral restraining bells and spigots, restraining retainer glands, restraining gaskets or restraining clamps and lugs with tie rods shall be utilized for a minimum of 100 feet or 5 pipe joints in each direction at all installed tees. Thrust restraint by integral restraining bells and spigots, restraining retainer glands, restraining gaskets or restraining clamps and lugs with tie rods shall be utilized for a minimum of 40 feet or 2 pipe joints in each direction at all installed fittings.

Page 15-5, Sub-article 1510-2, Materials, replace with the following sentences:

The contractor may use water pipe as specified under Section 1036 except where specified differently on the plans and in these special provisions. All water lines that will belong to the City of Newton that are 6" in diameter or larger shall be ductile iron PC 350.

Page 15-6, Sub-article 1510-3 (B), Testing and Sterilization, change the allowable leakage formula to:

$$W = LD\sqrt{P} \div 148,000$$

Page 15-5, Sub-article 1510-3 (B), Testing and Sterilization, sixth paragraph:
Replace the paragraph with the following:

Sterilize water lines in accordance with Section 1003 of The Rules Governing Public Water supply and AWWA C651 Section 4.4.3, the Continuous Feed Method. Provide a chlorine solution with between 50 parts per million and 100 parts per million in the initial feed. If the chlorine level drops below 10 parts per million during a 24 hour period, then flush, refill with fresh chlorine solution, and repeat for 24 hours. Provide certified bacteriological and contaminant test results from a state-approved or state-certified laboratory. Operate all valves and controls to assure thorough sterilization.

Page 15-6, Sub-article 1510-3 (B), Testing and Sterilization, line 32:
delete the words "may be performed concurrently or consecutively."
and replace with "shall be performed consecutively."

Page 15-7, Sub-article 1515-3 Construction Methods (B), add the following paragraph:

All water meters incorporated into the project shall conform to the City of Newton Standards and shall be purchased from the City's meter inventory and installed by the Contractor.

Page 15-8, Sub-article 1515-3 (B) Meters, add the following to line 12:

Meter boxes for water services shall be constructed of polyethylene or cast iron. Cover or lid must be cast iron. Meter box and associated installations shall be in accordance with City of Newton Standard Details W-3.0 and W-4.0.

Meter Size	Length	Width	Height
3/4 "	22"	18"	18"
2"	37"	24"	18"

Page 15-10, Sub-article 1520-2, Materials, add the following paragraph:

All sanitary sewer cleanouts shall be provided and installed as specified in the plans and shall be either Sch 40 PVC or PC 350 ductile iron pipe.

Page 15-10, Sub-article 1520-3, replace line 20 with the following:

No vitrified clay pipe material shall be included in this project.

Page 15-11, Sub-article 1520-3(A)(2) Testing, line 5, replace the second paragraph with the following:

Test all 24" and smaller gravity sewer lines for leakage using infiltration, exfiltration, or air test. Perform visual inspection on gravity sewer lines larger than 24". Perform line and grade testing and deflection testing on all gravity sewer lines.

Page 15-13, Sub-article 1525-3 Construction Methods (A), Line 15, delete the second sentence:

No brick masonry manholes shall be included in this project.

Project Quantities Estimate Report (With break down)WBS: 34522.3.5

R-3100A/B

Exhibit B

ItemNumber	Sec #	Description	Quantity	Unit Cost	Amount
0320000000-E	300	FOUNDATION CONDITIONING GEO-TEXTILE	4,850 SY		
5691500000-E	1520	12" SANITARY GRAVITY SEWER	4,799 LF		
5775000000-E	1525	4' DIA UTILITY MANHOLE	20 EA		
5836000000-E	1540	24" ENCASEMENT PIPE	190 LF		
5872200000-E	1550	TRENCHLESS INSTALLATION OF 24" IN SOIL	95 LF		
5872210000-E	1550	TRENCHLESS INSTALLATION OF 24" NOT IN SOIL	95 LF		

★ Total Estimated Cost \$169,000.00

ROADWAY ITEMS - NPAR (CITY OF NEWTON)

0318000000-E	300	FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES	2,746 TON		
0320000000-E	300	FOUNDATION CONDITIONING GEO-TEXTILE	26,150 SY		
1693000000-E	654	ASPHALT PLANT MIX, PAVEMENT REPAIR	33 TON		
5326200000-E	1510	12" WATER LINE	25,903 LF		
5329000000-E	SP	DUCTILE IRON WATER PIPE FITTINGS	10,060 LB		
5558000000-E	1515	12" VALVE	62 EA		
5589200000-E	1515	2" AIR RELEASE VALVE	2 EA		
5606000000-E	1515	2" BLOW OFF	1 EA		
5666000000-E	1515	FIRE HYDRANT	39 EA		

MEMORANDUM

TO: Catawba County Board of Commissioners

FROM: Jonathan Greer, Utilities & Landfill Project Manager

DATE: March 6, 2017

IN RE: Davis Road Water Contract Amendment

REQUEST

Staff requests the Board of Commissioners approve a contract amendment to the Davis Road Water Project, close completed projects, listed below, and transfer remaining funds to the Davis Road Water Project to fund the requested project.

BACKGROUND

In 2016, Catawba County entered into an interlocal loan agreement, in accordance with Catawba County Chapter 42, Revolving Loan Program, with the Town of Maiden to install water along Davis Road, a small portion of Buffalo Shoals Road, and Beal Road. The construction of this water line is complete and partially in service (the remaining portion is currently going through certification process). To improve efficiency of the new waterline, and within Maiden's water system in this area, Maiden is requesting Catawba County add a secondary water supply interconnection to the project. Maiden buys water from City of Hickory and has only one interconnection on Startown Road for that supply. A new interconnection with City of Hickory can be achieved within a relatively short distance on St. James Church Road, via the Southeastern Catawba County Water System. Adding this connection will give Maiden two water supply connections, one on the west side of town at the intersection of West Maiden Road and Startown Road, and a new one on the east side of town on St. James Church Road near Campbell Road. This proposed connection provides Maiden's water system with much needed water supply redundancy. This new connection will also provide a boost in water pressure to Maiden's system in this area. The engineer's estimate for this additional work is approximately \$125,000, of which, \$29,000 is currently held in the original Davis Road Water project.

Interconnections for redundant water supply such as this, were anticipated when the Southeastern Catawba County Water Supply Loop Project was completed several years ago.

RECOMMENDATION

Staff recommends the Board of Commissioners approve a contract amendment to the Davis Road Water Project, close completed projects, listed below, and transfer remaining funds to the Davis Road Water Project to fund the requested project.

Appropriations:

Transfer From and Close:	
475-431100-861500-27006	\$8,257.23
Ramseur Rd Water	
475-431100-861500-21015	\$34,951.20
Hwy 150 Water Service	
475-431100-856900-20101	\$12,140.54

SECC Water Improvements	
475-431100-861500-21020	\$30,025.04
475-431100-989100-21020	\$22,434.87
SECC Water Supply Loop	
Transfer To:	
Davis Road Water Project	\$107,808.88

State of North Carolina

County of Catawba County

**Addendum to Agreement Between Catawba County
and Town of Maiden for Construction, Operation and
Maintenance of Water Line to Serve Davis Road**

THIS Addendum to the agreement entitled Agreement Between Catawba County and Town of Maiden for Construction, Operation and Maintenance of Water Line to Serve Davis Road (#35-16-0281) and dated February 19, 2016 (“Agreement”) is made and entered into as of the _____ day of March, 2017 by and between Catawba County (“County”) and Town of Maiden (“Maiden”).

WHEREAS, pursuant to the Agreement, County agreed to install and Maiden agreed to operate the water line described as Davis Road Water Project (“Project”); and

WHEREAS, additional construction is needed to make the water line more efficient, increase fire flow, and provide a secondary interconnect between Maiden’s water system and City of Hickory’s water system, thereby providing system redundancy (“Project Addition”); and

WHEREAS, Maiden will be responsible for installation and County will fund the Project Addition.

NOW THEREFORE, for and in consideration of the foregoing premises and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be bound hereby, agree as follows:

1. Paragraph #1 is hereby amended to add the maximum total cost of the Project Addition, which is \$125,000.00, to the total Project cost. The loan for the Project Addition will be initiated by Maiden submitting to County, on a monthly basis, an invoice for reimbursement once Maiden has approved and paid pay applications from the utility contractor and/or consulting engineer. Invoices to County must include requested reimbursement amount and approved pay requests showing payment by Maiden. Once Maiden has submitted, and County has paid, reimbursement invoices totaling the maximum total cost or actual cost, whichever is less, County will stop paying reimbursement invoices submitted by Maiden. The Project Addition is described as follows:

Approximately 500 linear feet of 12-inch water line, appurtenances, compound water meter, and vault, connecting to the Southeastern Catawba County Water System, operated by City of Hickory, along St. James Road near its intersection with Campbell Road. This new line will extend from this intersection, south along St. James Road, approximately 500 feet and connect with Maiden’s existing water line.

Maiden will reimburse County seventy-five (75%) of the total cost of the Project and Project Addition, payable over a ten (10) year period, in equal annual installments, beginning with Maiden’s assumption of maintenance of the water lines as provided in the Agreement.

2. Paragraph #7 shall be amended by adding the following language for the Project Addition: County will not design or develop the Project Addition, and will not secure necessary rights-of-way, easements, permits and permissions from the property owners in the name of the Town, the Public Water Supply Section of NCDENR and NCDOT for construction of the Project Addition. County will not assume responsibility for the

completion of the Project Addition. County's only responsibility for the Project Addition is funding. The Application for Approval of Engineering Plans and Specifications for Water Supply Systems, to be submitted to the Public Water Supply Section of NCDENR, shall be in the name of Town. Any NCDOT encroachments required to complete the Project Addition shall be in the name of Town.

3. All provisions of the Agreement not specifically modified by this Addendum remain unchanged and are reaffirmed hereby.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed this the day and year first above written.

CATAWBA COUNTY

By: _____
C. Randall Isenhower, Chair

ATTEST:

TOWN OF MAIDEN

By: _____
Robert L. Smyre, Mayor

ATTEST:

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

Date: _____
Robert Miracle, Catawba County Finance Director

Date: _____
Diane Lowe, Town of Maiden Finance Director

APPROVED AS TO FORM:

Date: _____
Jodi Stewart, Assistant County Attorney

Date: _____
Scott Conrad, Town of Maiden Attorney

STATE OF NORTH CAROLINA

COUNTY OF CATAWBA

**AGREEMENT BETWEEN CATAWBA COUNTY
AND TOWN OF MAIDEN FOR CONSTRUCTION,
OPERATION AND MAINTENANCE OF WATER
LINE TO SERVE DAVIS ROAD.**

AGREEMENT, effective the 19th day of February 2016, by and between Catawba County, hereinafter ("County") and the Town of Maiden, hereinafter ("Town").

WHEREAS, County and Town have agreed that municipal water service is needed to serve Davis Road with the purpose of improving water quality as further described herein, and

WHEREAS, to satisfy that need, County will install, and Town will operate the water line described as Davis Road Water ("Project").

NOW, THEREFORE, in consideration of the mutual covenants and agreements made, the parties agree as follows:

1. The parties agree that the design engineer's estimated cost of the water line(s), including design, permitting, fees, and installation totals Eight Hundred Twenty Five Thousand Eight Hundred Sixty Two Dollars (\$825,862). County will pay the full amount of all costs reasonably necessary for the design and installation of the water line(s), with payment being made directly from County to the appropriate contractor. The parties agree that each will keep the other advised with regard to proposed change orders and action concerning any change orders and will consult with one another on a reasonable basis before approving any change orders. Costs associated with change orders will be included in the total construction cost for the total Project Cost.

Town agrees to reimburse County seventy-five percent (75%) of total Project Cost, payable over a ten (10) year period, in equal annual installments, beginning with Town's assumption of maintenance of the water line(s) in each portion of the Project. Town's assumption of maintenance shall begin upon the State issuing a final usage permit. The waterline division is further described as follows:

The project includes the extension of municipal water service to Davis Road and Beal Road in southeastern Catawba County. It will consist of approximately 6,800 linear feet of 12-inch ductile and PVC water lines on Davis Road and approximately 2,000 linear feet of 6-inch ductile and PVC water lines on Beal Road, along with valves, hydrants, and appurtenances throughout the project.

2. County has the right, at its option, to construct and install future line additions, extensions or connections from Town water line(s) installed and operated as part of the Project, provided any addition, extension or connection will serve County customers and not customers inside Town's corporate limits and adequate capacity is available. If some portion of an addition, extension or connection is within the Town's corporate limits, Town has the right to add to, connect to or extend the line to its citizens with no participation from County.
3. If Town proposes to County to make an addition, extension or connection to Project lines, County shall within ninety (90) days notify Town of its intention to participate in the addition, extension

or connection. If County opts to participate in the addition, extension or connection, the operation and maintenance of the line will be governed by this Agreement.

4. If County opts not to participate in any addition, extension or connection, Town retains the right to proceed without any participation from County.
5. Town will operate and maintain Project lines and connections as required by the Catawba County Code, Chapter 42, and Entitled "WATER AND SEWER". The connection fee for tap stub outs installed with the initial construction of the Project shall be those in effect for the Town at that time. Connection fees for connections made after initial construction of the Project shall be those in effect for the Town at the time the connection is applied for.
6. The County capital fee for connection tap stub outs installed with the initial construction of the Project shall be those in effect for the County at that time. County Capital fees for connections made after initial construction of the Project shall be those in effect for the County at the time the connection is applied for.
7. County shall design and develop the Project, and shall secure necessary right-of-ways, easements, permits and permissions from the property owners in the name of the Town, the Public Water Supply Section of NCDENR and NCDOT for construction of the Project. Further, County shall assume responsibility for the completion of the Project. The Application for Approval of Engineering Plans and Specifications for Water Supply Systems, to be submitted to the Public Water Supply Section of NCDENR, shall be in the name of Town. Any NCDOT encroachments required to complete the Project shall be in the name of the Town.
8. Town acknowledges additional consideration may be required in obtaining easements and agrees to share in these costs.
9. All specifications for materials and installation of all lines and systems in the Project shall be in accordance with Town's standard specifications for water line installations. All designs, developments, plans, engineering and construction shall be subject to review and consent by both parties. The parties will not suggest or make unreasonable changes in the designs, developments, and plans for the Project.
10. County agrees that all customers of this Project shall be subject to policies, practices, ordinances and directives of the Town in operation of the water lines. This includes but is not limited to: Water Conservation Ordinances, Rate Reviews, Irrigation Meter Policy, Backflow Prevention Policy, etc.
11. Upon the State issuing Final Approval, Town will maintain, replace and repair all water lines and appurtenances which are part of the Project as a part of the overall Town water system. Town shall respond with reasonable promptness and efficiency to any and all complaints with respect to the water lines and will provide necessary services related to such complaints.
12. Ownership of the lines, along with related easements, shall be in the name of the County until such time as Town has made all required payments, required pursuant to this Agreement, at which time County shall transfer ownership to Town.
13. Any work contemplated under this Agreement is subject to the approval of funds by both the Catawba County Board of Commissioners and the Maiden Town Council.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year above first written.

CATAWBA COUNTY BOARD OF COMMISSIONERS

C. Randall Isenhower, Chair

ATTEST:

Seal

Barbara Morris, County Clerk

TOWN OF MAIDEN

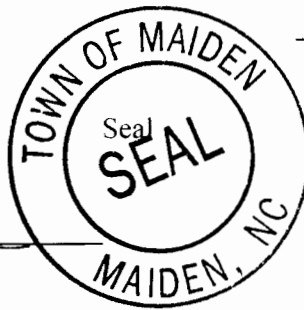
Robert L. Smyre

Robert L. Smyre, Mayor

ATTEST:

Wendy Vanover

Wendy Vanover, Town Clerk



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

Date: 2-19-2016

Jeanne Jarrett
Jeanne Jarrett, Assistant Catawba County Finance
Director

Date: 1-5-16

Dianne Lowe
Dianne Lowe, Town of Maiden Finance Director

APPROVED AS TO FORM:

Date: 2-19-16

Debra N. Bechtel
Debra N. Bechtel, Catawba County Attorney

Date: 04 Jan. 2016

Scott Conrad
Scott Conrad, Town of Maiden Attorney