

AGENDA

Catawba County Board of Commissioners Meeting
Monday, September 18, 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 Regular Meeting and Closed Session September 5, 2017.](#)
5. Recognition of Special Guests.
6. Public Comments.
7. Presentations.
 1. [American Heart Association Award: Mission: Lifeline EMS-Gold Plus. Presented by Jennifer Collins, American Heart Association to EMS Manager Sylvia Fisher and Quality Assurance Officer Melanie Sigmon.](#)
 2. [K-64 Update. Presented by K-64 CEO Mark Story, K-64 Board Chair Larry Aiello, Jr. and K-64 Ex-Officio Member Dr. Garrett Hinshaw.](#)
8. Appointments.
9. Consent Agenda:
 1. [Request for Waiving of Tipping Fees for Firefighter Certification Program.](#)
 2. [Proposed Revisions to County Code of Ordinances Chapter 42: Water and Sewer.](#)
 3. [Amendments to the County's Noise Ordinance.](#)
10. Departmental Reports:
 - a. Emergency Services.
 1. [Approval of Contract with Humane Society of Catawba County. Presented by Assistant Emergency Services Director Mark Pettit.](#)
 2. [Approval of Contract with City of Conover for EMS Base Location. Presented by Emergency Medical Services Manager Sylvia Fisher.](#)
 - b. Social Services.
[Work First County Plan 2019-2021. Presented by Assistant Social Services Director Tami Hefner and Income Maintenance Supervisor III Beth Jones.](#)
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, ethnicity, religion, sex, age, or disability.

CALENDAR: The October Board of Commissioners Meetings will take place on Monday, October 2, 2017, at 9:30 a.m., and on Monday, October 16, 2017, at 7:00 p.m., in the 1924 Courthouse.

BECAUSE TIME MATTERS.



**MISSION:
LIFELINE®**

2017 Mission: Lifeline® EMS Recognition

The American Heart Association proudly recognizes

Catawba County Emergency Medical Services **Newton, NC**

Mission: Lifeline® EMS – GOLD PLUS Achievement Award – EMS Agency

The American Heart Association/American Stroke Association recognizes this EMS provider organization for demonstrating continued success in using the **Mission Lifeline® EMS** program.

Thank you for applying the most up-to-date evidence-based treatment guidelines to improve patient care and outcomes in the community you serve.*

Nancy Brown
Chief Executive Officer, American Heart Association

James G. Jollis, MD, FACC
Chair, Mission: Lifeline Advisory Working Group

Steven Houser, MD
2016-2017 American Heart Association President



*For more information, please visit Heart.org/MLQualityAwards.



Quarterly
Board of Commissioners Update
September 18, 2017

Progress To-Date

- CEO / Executive Director
 - Mark Story, Started September 1, 2017
- Formation of Public / Private Sector Committees
- Implementation of Summer Teacher Training
- Approval of Operational Budget
- Next Steps

Mark Story

CVCC / Appalachian East Campus

Office 1128

828-327-7000 Ext. 4730

Public / Private Sector Committees

- Marketing
- Sustainability
- Character development
- Technology
- Workforce solutions

All committee members should be set within the next 2 weeks.

Implementation of Summer Teacher Training

Training Included

- Models of Excellence in Technology training sessions.
- Digital Learning Competencies for Teachers and Administrators.
- Building Capacity of Educators to be Tech-Savvy.
- NC State Train-The-Trainer model, the North Carolina Digital Leadership Coaching Network.
- Plans to continue to maximize the funds to extend teacher training to more instructional staff members within our three districts are in progress.

Purchases Included:

- K-2 I-Pads for classrooms (30).
- Chromebooks for the Digital Learning Facilitator Team (7)
- Swivls to record instruction and use to provide corrective coaching feedback (3)
- books and supplies for the trainings that were conducted.

- **433** different staff members participated in 1221 different topic sessions.
- Total K-64 Dollars Encumbered to Date: **\$92,951.00**

Approval of Operational Budget

Marketing	\$10000.00
Travel / Entertainment	\$3000.00
Contract Services / Software	\$8000.00
Office Supplies	\$2000.00
Contract Grant Writer	\$30000.00
Matching School Grants	\$30000.00
Work-based Learning / Career Coordinator	\$80000.00
CEO Salary Sept 1.- June 30	\$110755.85
Base Salary	\$83340.00
Social Security	\$6490.76
Retirement	\$14533.97
Health	\$4891.00
Longevity	\$1500.12
Total Operating Budget	\$273755.85

Next Steps

- Complete formation of all committees.
- Meet with all committees to establish direction.
- Meet with stakeholders to establish K-64 expectations.
- Establish permanent logo and branding.
- Establish website and social media presence.
 - www.k-64learning.com
- Hire work-based learning / career coordinator.
- Develop employer engage plan and program.
- Survey / Support / Expand Career & College Promise.

K~64

Thank You!

MEMORANDUM

TO: Catawba County Board of Commissioners

FROM: Finance and Personnel Subcommittee

DATE: September 18, 2017

SUBJECT: Request for Waiving of Tipping Fees for Firefighter Certification Program

Request:

The Finance and Personnel Subcommittee recommends to the Board of Commissioners approval of the waiving of tipping fees for training associated with the North Carolina Office of State Fire Marshal Firefighter (NC OSFM) Certification Program.

Background:

Catawba Valley Community College is providing NC OSFM firefighter certification training classes this fall through December 2017. These classes are being hosted by Mt. View Fire Department. For the purposes of this training, 2 properties were donated; 1464 Zion Church Rd, Hickory and 4647 Moretz Dr, Hickory. These properties have already been utilized for training classes, that when completed will result in over 250 hours of certification training. For the next set of classes to occur, the buildings located on these properties will need to be cleaned out. A total of 9 Catawba County Fire Departments and one Burke County Fire Department are benefiting from this training.

It has been estimated by the Mt. View Fire Chief that a total of two 6 yard dumpsters will be needed to complete the clean out process for these two buildings. The actual dumping will occur between October 2nd and 3rd, 2017 in the MSW landfill.

Recommendation:

The Finance and Personnel Subcommittee recommends to the Board of Commissioners approval of the waiving of tipping fees associated with the NC OSFM Firefighter Certification Program scheduled to occur on between October 2-3, 2017.

MEMORANDUM

TO: Catawba County Board of Commissioners

FROM: Policy and Public Works Subcommittee

DATE: September 18, 2017

IN RE: Proposed Revisions to County Code of Ordinances Chapter 42: Water and Sewer

REQUEST

Staff requests the Policy and Public Works Subcommittee recommends the Board of Commissioners approves a revision to the County Code of Ordinances, Chapter 42: Water and Sewer.

BACKGROUND

With the development of the Board of Commissioners' Strategic Plan associated with the County's Water and Sewer Program, some revisions are needed to the County's Code of Ordinances Chapter 42: Water and Sewer. There are two primary drivers behind bringing these changes forward. First, to ensure sustainability of the utility system over the long-term, staff has proposed a revision to close an existing loophole whereby connection requirements will be driven by the maximum allowable units supported by the zoning designation (as opposed to the number of proposed units, which is currently the case). Second, as a result of County staff's collaboration with our municipal partners on the water and sewer loan program, and at the Board's direction, staff is proposing an ordinance revision to allow project investment within municipal boundaries. While the Southeastern Catawba County (SECC) Comprehensive Plan is underway and may yield additional changes, these revisions are more time-sensitive in nature and therefore are being brought forward now.

There are numerous technical changes but the more significant changes are as follows:

1. Sec. 42-57. Removes language only allowing water extensions outside municipal limits.
2. Sec. 42-59. When requiring connection to water lines, Table 1 is based on the Maximum Number of Lots/Dwelling Units Per Zoning; previously Table 1 was based on the Number of Proposed Dwelling Units.
3. Sec. 42-108. Removes language only allowing sewer extensions outside municipal limits.
4. Sec. 42-110. When requiring connection to sewer lines, Table 3 is based on the Maximum Number of Lots/Dwelling Units Per Zoning; previously Table 3 was based on the Number of Proposed Dwelling Units.
5. Sec. 42-186. Removes language only allowing revolving loans for utility projects outside municipal limits.

6. Sec. 42-187. Removes language only allowing revolving loans for utility projects outside municipal limits.
7. Sec 42.236. Section language is amended to clarify that meter requirements are determined by municipal partner's policies and specifications.

RECOMMENDATION

Staff recommends the Policy and Public Works Subcommittee recommends the Board of Commissioners approves a revision to the County Code of Ordinances, Chapter 42: Water and Sewer. Approving this request will allow project investment within municipal boundaries, ensure connections to water and sewer occur based on maximum allowable units supported by zoning designation, and provide context for BOC's October site visits related to the SECC Comprehensive Plan.

Attachment: Revised Chapter 42.

Chapter 42 - WATER AND SEWER^[1]

Footnotes:

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Editor's note—Ord. No. 2006-07, adopted June 15, 2006, amended ch. 42 in its entirety and enacted similar provisions as set out herein. The former ch. 42 derived from Code 1995, §§ 503.01, 504.01—504.04, 504.07, 504.10—504.15, and 504.26—504.31; and Ord. No. 2003-12, adopted June 16, 2003.

Cross reference— Buildings and building regulations, ch. 8; environment, ch. 16; manufactured home parks, ch. 26; utility requirements for manufactured home parks, § 26-93; solid waste management, ch. 32; streets, sidewalks and other public places, ch. 34; subdivisions, ch. 36; water supply and sanitary sewer in subdivisions, § 36-85; underground utilities in subdivisions, § 36-88; zoning, ch. 44.

State Law reference— Authority to operate public enterprises, G.S. 153A-275; authority to fix and enforce rates, G.S. 153A-277; special provisions for water and sewer services, G.S. 153A-283 et seq.

ARTICLE I. - IN GENERAL

Sec. 42-1. - Sewer use.

- (a) Through individual contracts with municipalities, the county provides wastewater treatment facilities to both residential and business property owners in unincorporated areas of the county. Each such wastewater treatment facility is operated pursuant to a municipal ordinance which has been created in conformance with applicable laws and which has been approved by the appropriate controlling state agency.
- (b) Every property owner whose property is connected to a municipality's wastewater treatment system, pursuant to the county's contract with such municipality, will be subject to all applicable terms and conditions of the municipality's sewer use ordinance, which ordinance is adopted by the county and incorporated in this section by this reference, and a copy of such ordinance is on file and available for inspection in the county offices.

(Ord. No. 2006-07, 6-15-2006)

Sec. 42-2. - Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Agricultural/horticultural well means a system for providing potable well water or groundwater, for the purposes of agriculture and residential, commercial, or industrial lawn care.

Availability charge means a county and/or municipal fee for water infrastructure maintenance.

Capital fee means a one-time fee collected by the county for connection to the water system.

Customer charge means a fee for servicing customer accounts.

Eligible refund means that portion of the project cost qualified for reimbursement to the petitioner in accordance with this chapter.

Engineering fee means fees for engineering review and project observation for residential and commercial subdivision and development set in accordance with a schedule adopted by the board of commissioners.

Extension means any water or waste water line segment which is necessary to connect water or waste water service to an existing water or waste water line.

Extension permit means the permit issued by the county and, where applicable, a municipality to allow and regulate the extension of water and/or waste water infrastructure.

Geothermal well means a well used to provide water to a system which employs groundwater for the sole purpose of cooling and heating a structure.

Immediate family members means direct lineal family members, including children, grandchildren, great-grandchildren, father, mother, grandmother, grandfather and respective spouses.

Major subdivision means as defined in chapter 36 pertaining to subdivisions.

Minor subdivision means as defined in chapter 36 pertaining to subdivisions.

Nonresidential means commercial, industrial, institutional, or agricultural land use.

Petitioner means the person applying for a water and/or waste water line extension or well and/or septic tank permit.

Potable well means groundwater which does not contain foreign materials exceeding the groundwater quality standards specified in the state administrative code.

Private well water supply means any water supply furnishing potable water to no more than two residences or one in-home business. For immediate family members, three connections may be permitted as a private well water supply.

Public well system means a system for the provision to the public of piped water for human consumption if the system serves 15 or more service connections or regularly serves 25 or more individuals. The term includes the following:

- (1) Any collection, treatment, storage, and distribution facility under control of the operator of such system and used primarily in connection with such system; and
- (2) Any collection or pretreatment storage facility not under the control of the operator of the system which is used primarily in connection with such system.

Revenue sharing line means a water line or a waste water line owned and constructed by the county in agreement with a municipality as specified in article IV.

Revolving loan line means a water line or waste water line outside constructed through the county program, offering low interest loans to fund extensions of utility services within the county as specified in article IV.

Semipublic well system means a water supply that provides water for the purpose of human consumption for three to 14 service connections and less than 25 people that does not meet the definition for a public water system.

Sewer means waste water.

User fee means a municipal fee for water consumption that incorporates infrastructure maintenance and the cost to produce potable water.

Volume charge means a municipal fee based on water consumption.

Waste water means sewer.

Waste water improvement means any improvement made to existing waste water infrastructure.

Waste water infrastructure means any plant, storage facility; pump station, line, meter or related materials and equipment for the collection and treatment of waste water.

Waste water line means a pipe which transmits waste water from consumers to waste water treatment facilities.

Waste water main means any waste water line serving an area sized and located so that additional service connections, beyond the limits of any associated development can be made without lowering the level of service.

Waste water tap fee means a municipal fee for connecting waste water service to a waste water main or waste water line.

Water improvement means any improvement made to existing water infrastructure.

Water infrastructure means any plant, storage facility, line, meter or related materials and equipment for the delivery of safe drinking water to consumers.

Water line means a pipe which transmits water to users and connects to individual water meters.

Water main means any water line serving an area sized and located so that additional service connections beyond the limits of any associated development can be made without lowering the level of service.

Water tap fee means a municipal fee for connecting water service to a water main or water line.

(Ord. No. 2006-07, 6-15-2006)

Cross reference— Definitions generally, § 1-2.

Secs. 42-3—42-30. - Reserved.

ARTICLE II. - EXTENSION OF WATER SERVICE

DIVISION 1. - GENERALLY

Sec. 42-31. - Legislative authority.

This division is enacted pursuant to G.S. 153A-121—124 and 153A-284.

(Ord. No. 2006-07, 6-15-2006)

Secs. 42-32—42-56. - Reserved.

DIVISION 2. - WATER EXTENSIONS

Sec. 42-57. - Purpose and applicability.

The objective of this division is to set regulations for the extension of water service in ~~unincorporated areas of the county~~ and applies to all county-owned revenue sharing and revolving loan program lines ~~located outside municipal limits.~~ The county will extend water infrastructure according to the terms and conditions in this division.

(Ord. No. 2006-07, 6-15-2006)

Sec. 42-58. - Reserved.

Sec. 42-59. - Procedures and standards.

(a) Requirements for water connection. Requirements for water connection shall be as follows:

- (1) Any existing property owner with a residential dwelling and any existing nonresidential property owner with a business establishment will not be required to connect to water infrastructures, provided: (i) the residential dwelling or business establishment is connected to a properly functioning public or semipublic potable well infrastructure; (ii) the residential dwelling or business establishment is connected to a private well water supply; or (iii) the residential dwelling or business establishment qualifies for a permit from the county environmental health department to construct an approved replacement well. Those not meeting these conditions will be required to connect to water infrastructure, where available, within 30 days after notice from the county environmental health department. Availability will be determined based on table 1 for residential or table 2 for nonresidential.
- (2) Where a residential or nonresidential structure is being replaced or renovated and an existing well is located on the property, the replacement or renovated structure shall be allowed to connect to the existing well provided the well location is approved for use by the Catawba County Environmental Health Department.
- (3) All new residential development, including major and minor subdivisions, will connect to water infrastructure where available. All major and minor subdivisions will connect prior to final plat approval; however, pursuant to and as provided by chapter 36 pertaining to subdivisions, a performance guarantee may be posted in lieu of completion of all or part of required improvements prior to final plat approval. Where no such performance bond is posted, all connections must be made before a permit will be issued. All connections will be made at no expense to the county. Availability will be determined based on table 1 as follows.

TABLE 1

<u>Maximum</u> Number of Proposed Lots /Dwelling Units <u>Allowed Per Zoning</u>	Distance from Nearest Property Line as Determined by the <u>Catawba County Utilities & Engineering</u>
1	Abutting the property and/or right-of-way and provided the structure being served is not more than 250 feet from the water line. However, structures more than 250 feet from the water line may connect.
2—9	250 ft.
10—25	1,000 ft.
26—50	2,000 ft.
51—75	3,000 ft.

76—100	4,000 ft.
101—200	5,280 ft. (1 mile)
201-300	15,840 ft. (3 miles)
301+	Must extend water infrastructure

- (4) The owner of any property that has a water source that is, or becomes, contaminated and is served by a water line must connect to the public water line. Contamination is defined in accordance with the North Carolina Department of Environment and Natural Resources laws and regulations and is intended to cover only those contaminants that present a health issue for the human population. Water sources include, but are not limited to, potable well, private well water supply, public well system and semipublic well system. "Served by a water line," means the water line is adjacent to the property and no municipal/county water-line extensions are required to get to the property. Owners who connect to the public water line within 30 days of the identification of the contamination will receive a 50 percent discount on the regular connection fees.
- (5) All new nonresidential development, including major and minor subdivisions, will connect to water infrastructure where available. Availability will be determined based on table 2. Daily flow for nonresidential development will be determined based on NCDENR Laws and Rules for Sewage Treatment and Disposal Systems, section 15A NCAC 18A.1900. (The requirements of the NCDENR Laws and Rules for Sewage Treatment and Disposal Systems may be obtained from the county environmental health department). Daily flow for establishments not identified will be determined using available flow data, water-using fixtures, occupancy or operation patterns, and other measured data. All connections will be made at no expense to the county.

TABLE 2

Average Water Consumption Based on NCDENR Administrative Code Section 15A NCAC 18A.1900 (Gallons per Day)	Distance from Nearest Property Line as Determined by the <u>Catawba</u> County <u>Utilities & Engineering</u>
130—259	200 ft.
260—1,299	500 ft.
1,300—3,379	2,000 ft.
3,380—6,629	3,000 ft.
6,630—9,999	4,000 ft.

10,000+	Must extend water infrastructure
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(6) One meter will be required per each customer or water user.

(Ord. No. 2006-07, 6-15-2006)

Secs. 42-60—42-84. - Reserved.

DIVISION 3. - FIRE HYDRANT INSTALLATION^[2]

Footnotes:

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Cross reference— Fire prevention and protection, ch. 18.

Sec. 42-85. - Guidelines.

The following guidelines shall apply to the installations of all new fire hydrants required by the fire official and replacement of existing hydrants that are already in service:

- (1) a. Hydrants installed shall be of the dry-barrel type. They shall be listed and approved by a certified testing laboratory and of one of the following brands:
 1. American-Darling Mark 73;
 2. Kennedy K-81; or
 3. Mueller Centurion.
- b. The hydrant shall include two two-inch discharge outlets and one four-and-one-half-inch discharge outlet. All threads of the outlets shall be NST (national standard thread). The hydrant shall have a uniform-sized pentagonal operating nut measuring one and one-half inches from point to flat at the base with one and seven-sixteenth inches at the top.
- (2) Hydrants shall be installed at a readily accessible location. Hydrants shall be installed so that the four-and-one-half-inch discharge is at least 18 inches above the finished grade. This clearance is necessary to facilitate a hydrant assist-valve when connecting to the hydrant.
- (3) Upon completion of the installation, each hydrant shall be flushed of all sediment or debris that may hinder its operation. The fire department will then be notified of the completion of the installation and that the hydrant is in service and ready for an inspection by the fire official.
- (4) All completed hydrant installations shall be inspected by the fire official in order to be sure that the hydrant is in compliance with this section.
- (5) All new installations shall be warranted by the installer for a period of one year for material or installation defects.

- (6) Hydrants shall be located as close as possible to street intersections or areas of direct vehicular access. Recommended hydrant spacing for developed areas will be 750 feet. At no time will hydrant spacing exceed 750 feet, except in rural undeveloped areas where there is limited development, in which case utility and fire officials will determine appropriate placement. Larger industrial commercial or multifamily developments may require additional hydrants to compensate for long hose lays and/or greater water demand.
- (7) Hydrants should be located close to street access to facilitate easy hookup.
- (8) Hydrants located in areas designated for parking shall be afforded some type of protection from collision of vehicular traffic.
- (9) Hydrants shall be located at least four feet from any solid object, such as a power pole, tree, building, dumpster, and the like, that may hinder access and use of the hydrant.

(Ord. No. 2006-07, 6-15-2006)

ARTICLE III. - EXTENSION OF SEWER SERVICE

DIVISION 1. - GENERALLY

Sec. 42-86. - Legislative authority.

This division is enacted pursuant to G.S. 153A-121—124 and 153A-284.

Secs. 42-87—42-107. - Reserved.

DIVISION 2. - SEWER EXTENSION

Sec. 42-108. - Purpose and applicability.

The objective of this division is to set regulations for the extension of sewer service in ~~unincorporated areas of the county~~ and applies to all county-owned revenue sharing and revolving loan program lines ~~located outside municipal limits.~~ The county will extend sewer infrastructure according to the terms and conditions in this division.

(Ord. No. 2006-07, 6-15-2006)

Sec. 42-109. - Reserved.

Sec. 42-110. - Procedures and standards.

(a) Requirements for sewer connection. Requirements for sewer connection shall be as follows:

- (1) Any existing property owner with a residential dwelling and any existing nonresidential property owner with a business establishment will not be required to connect to sewer infrastructures, provided: (i) the residential dwelling or business establishment is connected to a properly functioning on-site septic system; or (ii) the residential dwelling or business establishment is connected to a functioning, permitted private sewer treatment facility. Those not meeting these conditions will be required to connect to sewer infrastructure, where available, within 30 days after

notice from the county environmental health department. Availability will be determined based on table 1 for residential uses or table 2 for nonresidential uses.

- (2) Where a residential or nonresidential structure is being replaced or renovated and an existing septic system is located on the property, the replacement or renovated structure shall be allowed to connect to the existing septic system provided the septic system is approved for use by the Catawba County Environmental Health Department.
- (3) All new residential development, including major and minor subdivisions, will connect to sewer infrastructure where available. All major and minor subdivisions will connect prior to final plat approval; however, pursuant to and as provided by chapter 36 pertaining to subdivisions, a performance guarantee may be posted in lieu of completion of all or part of required improvements prior to final plat approval. Where no such performance bond is posted, all connections must be made before a permit will be issued. All connections will be made at no expense to the county. Availability will be determined based on table 3 as follows.

TABLE 3

<u>Maximum</u> Number of Proposed <u>Lots/</u> Dwelling Units <u>Allowed Per Zoning</u>	Distance from Nearest Property Line as Determined by the <u>Catawba</u> County <u>Utilities & Engineering</u>
1	Abutting the property and/or right-of-way
2—9	250 ft.
10—25	1,000 ft.
26—50	2,000 ft.
51—75	3,000 ft.
76—100	4,000 ft.
101—200	5,280 ft. (1 mile)
201-300	15,840 ft. (3 miles)
301+	Must extend sewer infrastructure

- (4) All new nonresidential development, including major and minor subdivisions, will connect to sewer infrastructure where available. Availability will be determined based on table 4. Daily flow for nonresidential development will be determined based on NCDENR, Laws and Rules for Sewage Treatment, and Disposal Systems, section 15A NCAC 18A.1900. (The requirements of the NCDENR Laws and Rules for Sewage Treatment, and Disposal Systems may be obtained from

the county environmental health department). Daily flow for establishments not identified will be determined using available flow data, water-using fixtures, occupancy or operation patterns, and other measured data. All connections will be made at no expense to the county.

TABLE 4

Average Water Consumption Based on NCDENR Administrative Code Section 15A NCAC 18A.1900 (gallons per day)	Distance from Nearest Property Line as Determined by the <u>Catawba</u> County <u>Utilities &</u> Engineer <u>ing</u>
130—259	200 ft.
260—1,299	500 ft.
1,300—3,379	2,000 ft.
3,380—6,629	3,000 ft.
6,630—9,999	4,000 ft.
10,000+	Must extend sewer infrastructure

(Ord. No. 2006-07, 6-15-2006)

Secs. 42-111—42-135. - Reserved.

ARTICLE IV. - WATER AND SEWER EXTENSION FUNDING

DIVISION 1. - GENERALLY

Sec. 42-136. - Purpose and applicability.

The objective of this article is to set regulations for county funding of water and sewer utility service extensions within the corporate boundaries of the county and applies to all county-owned revenue sharing and revolving loan program lines. The county may fund the extension of water and sewer infrastructure according to the terms and conditions in this article. This article will not apply to county-owned water and waste water utility systems.

(Ord. No. 2006-07, 6-15-2006)

Secs. 42-137—42-150. - Reserved.

DIVISION 2. - REVENUE SHARING PROGRAM

Sec. 42-151. - Purpose.

The revenue sharing program is a program to assist local municipalities in extending water and sewer service outside of any incorporated region. The program establishes a partnership between the municipalities and the county, allowing them to offer affordable service to citizens in need.

(Ord. No. 2006-07, 6-15-2006)

Sec. 42-152. - Eligibility requirements.

(a) Eligible projects. Projects eligible for the revenue sharing program are limited to the following:

- (1) Projects submitted through a governmental entity.
- (2) Projects within the county.
- (3) Projects outside of an incorporated area.
- (4) Projects associated with water and sewer line extensions for the purpose of offering utility service which could include but not be limited to storage or treatment facilities, but only if such storage or treatment facilities are identified as necessary to accommodate water and/or sewer needed in the county.
- (5) Projects constructed to stimulate economic development.
- (6) Projects which address environmental needs such as the health and safety of the general public.
- (7) Projects constructed to accommodate industrial or commercial growth.

Projects submitted must be supported by information sufficient to allow for adequate evaluation of the project.

(b) Ineligible projects. Projects ineligible for the revenue sharing program. Include but are not limited to the following:

- (1) Projects outside of the county.
- (2) Projects within an incorporated area.
- (3) Projects to be annexed into an incorporated area within two years.

(c) Eligible project cost. Project cost eligible for the revenue sharing program are limited to the following:

- (1) The actual cost of the work described in the project application.
- (2) Contingency costs, not to exceed ten percent of the eligible construction estimate; however, upon acceptance of bid, the allowed contingency cost may be reduced to five percent. If the municipality determines upsizing of a line is necessary to accommodate future growth, the cost figures submitted must represent the larger line size.

(d) Ineligible project cost. Ineligible project cost for the revenue sharing program includes but is not limited to the following:

- (1) Administrative cost.
- (2) Recurring expenditures associated with operations and maintenance.
- (3) Portions funded through federal, state, and local grants. Such funds will be directly deducted from the project cost.

- (4) In-kind services rendered by either party.
- (e) Limitation of project amounts. No maximum will be established for the revenue sharing project amounts. Projects will be evaluated and funded according to information supplied and available funds.

(Ord. No. 2006-07, 6-15-2006)

Sec. 42-153. - Application deadlines.

December 1 is the application deadline for projects to be funded by the revenue sharing program during the next fiscal year. Emergency projects or projects involving economic development will be considered outside of the deadline period.

(Ord. No. 2006-07, 6-15-2006)

Sec. 42-154. - General responsibilities of county.

Under this division the county shall:

- (1) Review projects and respond in a timely manner to accommodate the municipalities' budget schedules.
- (2) Fund fully eligible construction costs of the project to include any or all of the following costs:
 - a. Design;
 - b. Legal;
 - c. Permitting; and
 - d. Line placement.
- (3) Retain ownership of the lines until such time as the municipality annexes the lines or users of the line.
 - a. For a voluntary annexation that annexes the line or a user of the line, the county reserves the right to continue the revenue sharing contract, or the county may, at its sole option, require the municipality to reimburse the county for the entire line extending from the municipal boundary existing prior to the voluntary annexation to the outer boundary of the newly annexed area, in accordance with the terms of the specific contract.
 - b. For an involuntary annexation, in which all of the line and its customers are annexed, the municipality shall reimburse the county for the entire line extending from the municipal boundary prior to the involuntary annexation to the outer boundary of the newly annexed area, in accordance with the terms of the specific contract.
 - c. If a user is involuntarily annexed, but the line is not, the county reserves the right to continue the revenue sharing contract or the county may, at its sole option, require the municipality to reimburse the county for the entire line extending from the municipal boundary existing prior to the involuntary annexation to the outer boundary of the newly annexed area, in accordance with the terms of the specific contract.
- (4) Keep municipalities informed of any actions or plan of action which could affect the municipalities' ability to manufacture or distribute water or to transport or treat wastewater.
- (5) Be responsible for applying for federal and state grants, if available.

(Ord. No. 2006-07, 6-15-2006)

Sec. 42-155. - General responsibilities of municipality.

Under this division the municipality shall:

- (1) Furnish potable water to customers.
- (2) Perform all operation and maintenance items associated with water and/or sewer lines.
- (3) Perform all testing and reporting mandated by federal, state, and local regulations.
- (4) Service the customers through responding to complaints, reading of meters, and billing of services.
- (5) Receive and process all new requests for water and/or sewer service.
- (6) Generate a quarterly report of sales activity along partnership lines to include the number of connections and the amount of usage for those connections.
- (7) Equally divide all revenues, except tap fees, received by each project on a quarterly basis. All revenues to be divided equally include usage charges, customer charges, availability charges, or other similar charges that are included in the customers' monthly billing.
- (8) Pay to the county its share of the revenues received.
- (9) Develop a rate structure consistent for inside/outside customers.
- (10) Implement a percentage rate increase for outside customers equal to rate increases for inside customers.
- (11) Be responsible for applying for federal and state grants, if available.
- (12) Assist the county in a growth plan which mandates controlled and planned growth for the utility system.
- (13) Agree not to charge fees associated with the construction of the line or service connections, provided all costs associated with such activities are borne by the county. Capacity fees or other fees associated with projects must be indicated in the project submittal packet. Such fees could affect the project's ability to be competitive with comparable projects with lesser connection fees.
- (14) Develop construction specifications compatible with other municipalities to avoid incapability of firefighting equipment during mutual aid situations.
- (15) Assist the county in its effort to expand utility service to areas in need, provided it proves feasible.
- (16) If annexation occurs, perform its obligations as provided in subsection 42-154(3), regarding voluntary and involuntary annexation.

(Ord. No. 2006-07, 6-15-2006)

Sec. 42-156. - Contract terms.

All contracts made under this division will be in full force during the agreed term and will remain in full force during any litigation dispute concerning the contract until such time both parties or a court of law decides to the contrary.

(Ord. No. 2006-07, 6-15-2006)

Secs. 42-157—42-185. - Reserved.

DIVISION 3. - REVOLVING LOAN PROGRAM

Sec. 42-186. - Purpose.

The revolving loan is a program to assist local municipalities in extending water and sewer service ~~outside of any incorporated [area]~~. The program offers low-interest loans to fund extensions of utility services within the county. The rates and terms will be established annually. Copies of rates and terms are available at the office of the county manager.

(Ord. No. 2006-07, 6-15-2006)

Sec. 42-187. - Eligibility requirements.

- (a) Eligible projects. Projects eligible for a loan utilizing the revolving loan program are limited to the following:
 - (1) Projects submitted through a governmental entity.
 - (2) Projects within the county.
 - ~~(3) Projects outside an incorporated area.~~
 - (4) Projects associated with water and sewer line extensions for the purpose of offering utility service, which could include, but not be limited to, storage or treatment facilities, but only if such storage or treatment facilities are identified as necessary to accommodate water and/or sewer needed in the county.
 - (5) Projects constructed to stimulate economic development.
 - (6) Projects which address environmental needs such as the health and safety of the general public.
 - (7) Projects constructed to accommodate industrial or commercial growth. Projects submitted must be supported by information sufficient to allow for adequate evaluation of the project.
- (b) Ineligible projects. Projects ineligible for a loan utilizing this program include but are not limited to the following:
 - (1) Projects outside the county.
 - ~~(2) Projects within an incorporated area.~~
 - ~~(3) Projects to be annexed into an incorporated area within two years.~~
 - (4) Projects eligible for alternative funding, such as but not limited to state and federal assistance grants.
- (c) Eligible project costs. Project costs eligible for a loan utilizing this program are limited to the following:
 - (1) The actual cost of the work described in the project application; and
 - (2) Contingency costs, not to exceed ten percent of the eligible construction estimate; however, upon acceptance of a bid, the allowed contingency cost may be reduced to five percent. If the municipality determines upsizing of a line is necessary to accommodate future growth, the cost figures submitted must represent the larger line size.
- (d) Ineligible project cost. Ineligible project costs for a loan utilizing this program include but are not limited to the following:
 - (1) Administrative cost.
 - (2) Recurring expenditures associated with operations and maintenance.
 - (3) Portions funded through federal, state, and local grants.

- (4) In-kind services rendered by the loan recipient.

(Ord. No. 2006-07, 6-15-2006)

Sec. 42-188. - Limitation of loan amounts.

No maximum will be established for revolving loan amounts under this division. Projects will be evaluated and funded according to information supplied and available funds.

(Ord. No. 2006-07, 6-15-2006)

Sec. 42-189. - Application deadlines.

December 1 is the application deadline for projects to be funded under this division during the next fiscal year. Emergency projects or projects involving economic development will be considered outside the deadline period.

(Ord. No. 2006-07, 6-15-2006)

Sec. 42-190. - General responsibilities of county.

Under this division the county shall:

- (1) Review projects and respond in a timely manner to accommodate the municipalities' budget schedules.
- (2) Fund eligible construction costs of the project to include any or all of the following costs:
 - a. Design;
 - b. Legal;
 - c. Permitting; and
 - d. Line placement.
- (3) Invoice annually the amount due according to the executed contract.
- (4) Retain ownership of the lines until such time as the municipality annexes the lines or users of the line.
 - a. For a voluntary annexation that annexes the line or a user of the line, the county reserves the right to demand full payment of the loan balance due on the entire line extending from the municipal boundary existing prior to the voluntary annexation to the outer boundary of the newly annexed area.
 - b. For an involuntary annexation, in which all of the line and its customers are annexed, the municipality shall reimburse the county for the entire line extending from the municipal boundary existing prior to the involuntary annexation to the outer boundary of the newly annexed area.
 - c. If a user is involuntarily annexed, but the line is not, the county reserves the right to demand full payment of the loan balance due on the line extending from the municipal boundary existing prior to the involuntary annexation to the outer boundary of the newly annexed area.
- (5) Keep the municipality informed of any actions or plan of action which could affect the municipalities' ability to manufacture or distribute water or transport or treat wastewater.
- (6) Be responsible for applying for federal and state grants, if available.

(Ord. No. 2006-07, 6-15-2006)

Sec. 42-191. - General responsibilities of municipality.

Under this division the municipality shall:

- (1) Furnish potable water to customers.
- (2) Perform all operation and maintenance items associated with water and/or sewer lines.
- (3) Perform all testing and reporting mandated by federal, state, and local regulations.
- (4) Service the customers through responding to complaints, reading of meters, and billing of services.
- (5) Receive and process all new requests for water and/or sewer service.
- (6) Develop a consistent rate structure for inside/outside customers.
- (7) Implement percentage rate increases for outside customers equal to rate increases for inside customers.
- (8) Be responsible for applying for federal and state grants, if available.
- (9) Assist the county in the growth plan which mandates controlled and planned growth for the utility system.
- (10) Develop construction specifications compatible with other municipalities to avoid incapability of firefighting equipment during mutual aid situations.
- (11) Repay the loan according to the executed contract specific to the project.
- (12) Assist the county in its effort to expand utility service to areas in need, provided it proves feasible.
- (13) For annexation, perform its obligations as provided in section 42-190(4), regarding voluntary and involuntary annexation.

(Ord. No. 2006-07, 6-15-2006)

Sec. 42-192. - Contract terms.

All contracts made under this division will be in full force during the agreed term and will remain in full force during any litigation dispute concerning the contract until such time both parties or a court of law decides contrary.

(Ord. No. 2006-07, 6-15-2006)

Secs. 42-193—42-219. - Reserved.

ARTICLE V. - COUNTY-OWNED WATER AND WASTE WATER UTILITIES

DIVISION 1. - GENERALLY

Sec. 42-220. - Purpose.

The objective of this article is to set regulations for county-owned water and sewer utility systems.

(Ord. No. 2006-07, 6-15-2006)

Secs. 42-221—42-235. - Reserved.

DIVISION 2. - PROCEDURES AND STANDARDS

Sec. 42-236. - Metering.

- ~~(a) Residential metering. All residential units connecting to a county-owned utility will be individually metered.~~
- ~~(b) Nonresidential metering. All nonresidential uses connecting to a county-owned utility will be individually metered. All metering shall be in accordance with service provider's meter policies.~~

(Ord. No. 2006-07, 6-15-2006)

Sec. 42-237. - Required connections.

- (a) Where feasible, residential connections to county-owned sewer utilities will be required to connect to municipal water infrastructure except as set out in section 42-59. Residential connections to county-owned sewer utilities that are not connected to a municipal water system will be billed for sewer services at a rate of 6,000 gallons per month.
- (b) All nonresidential connections to county-owned sewer utilities will be required to connect to municipal water infrastructure except as set out in section 42-59.

(Ord. No. 2006-07, 6-15-2006)

MEMO

TO: Catawba County Board of Commissioners

FROM: Policy and Public Works Subcommittee

DATE: Sept 18, 2017

RE: Amendments to the County's Noise Ordinance

REQUEST

The Policy and Public Works Subcommittee recommends the Board of Commissioners approve amendments to the County's noise ordinance, Sections 16-66 through 16-73.

BACKGROUND

Section 16.71 of the County Code provides for an application for a noise permit. As a noise permit does not permit any activity or emission of noise not already permitted elsewhere in the ordinance, obtaining a permit not only does not make sense but causes confusion for citizens.

Other minor changes include removing language related to steam whistles attached to boilers as this technology is no longer used, removing references to noise permits, Including municipalities under exceptions and some updated wording in the complaint procedure section.

RECOMMENDATION

The Policy and Public Works Subcommittee recommends the Board of Commissioners approve the amendments to the county's noise ordinance.

Sec. 16-66. - Authority.

This article is adopted pursuant to the authority granted to the board of commissioners in G.S. 153A-133 and for the purpose of regulating the production or emission of noises or amplified speech, music, or other sounds that tend to annoy, disturb, frighten or affect the health and well-being of the county's citizens.

(Ord. No. 2005-01, 1-18-2005)

Sec. 16-67. - Definitions.

Unless otherwise specifically provided, or unless otherwise clearly required by the context, the words and phrases defined in this section shall have the meaning indicated when used in this chapter.

Noise. Any sound or combination of sounds which, because of its volume, duration or intensity, tends to annoy, disturb, injure, or endanger the comfort, health, peace or safety of persons of ordinary sensibilities.

Person. Any individual, association, firm, partnership or corporation.

Sound. Any disturbance of the air that is detectable by the unaided human ear or which produces vibrations detectable by persons of ordinary sensibilities.

Sound amplification device. Any device or instrument for amplifying the human voice, music or other sound, including but not limited to loudspeakers, audio equipment, stereos, radios or CD players, portable or otherwise.

(Ord. No. 2005-01, 1-18-2005)

Sec. 16-68. - Noise generally.

It shall be unlawful for any person to authorize, allow, or cause to be emitted from any property or source under his control any noise that is unreasonably loud, raucous or disturbing so as to frighten, pose a danger to the health of, or seriously disturb any person of ordinary sensibilities who:

- (1) If the noise emanates from a source located on private property, is located on other property; or
- (2) If the noise emanates from a source located on a street or other public property, is located on private property or the street or other public property.

(Ord. No. 2005-01, 1-18-2005)

Sec. 16-69. - Particular noise.

Without limiting the generality of section 16-68, the following acts are specifically declared to be unlawful and in violation of this article:

- (1) The blowing of a horn on any motor vehicle except when the horn is used as a warning device.
- (2) The operation of any motor vehicle or any engine without a muffler, or with a muffler that is so defective or so designed that the vehicle emits an unusually loud noise.
- (3) The operation of a motor vehicle so as to create unusual noises through the screeching of tires or racing of engines.
- (4) The operation of a motor vehicle that is so loaded or so out of repair or that is operated in such a manner as to create loud grating, grinding, rattling, backfiring, or similar noises.

- (5) ~~The blowing of any steam whistle attached to any stationary boiler, except to give notice of the time to begin or stop work or to warn of a danger.~~
- (6) The use of any mechanical device operated by compressed air, unless the noise created thereby is effectively muffled and reduced.
- (7) The excavation, erection, demolition, alteration or repair of any building in any area not zoned for commercial or industrial use at any time other than between the hours of 7:00 a.m. and 6:00 p.m. on weekdays and Saturdays, except in case of urgent necessity in the interest of public safety.
- (8) The keeping of any animal or bird which causes frequent, habitual, repeated or excessive noise.
- (9) The discharging of squibs, firecrackers, gunpowder, or other combustible substances without a permit issued by the county fire marshal's office.
- (10) The discharge of all manner of firearms is prohibited between the hours of 11:00 p.m. and 7:00 a.m., except as required in the hunting and taking of animal prey or in the defense of person or property. The discharge of firearms shall also be in accordance with section 22-61.
- (11) The playing or use of any sound amplification device, television, or any musical instrument so as to unreasonably disturb the comfort, quiet or repose of persons in any place of residence or so as to interfere substantially with the operations of any church, school, theater, library or other similar place of assembly, ~~unless a noise permit has been obtained as required by section 16-71.~~
- (12) The use of any sound amplification device, musical instrument, or other device for the purpose of attracting attention by the creation of noise to any performance, show, sale, display, advertisement or merchandise, or other commercial venture, ~~unless a noise permit has been obtained as required by section 16-71.~~
- (13) Operation of garage or service station machinery or equipment between the hours of 11:00 p.m. and 7:00 a.m. except where such activity is being operated in conformity with the county's zoning ordinance.
- (14) Operation of construction machinery or equipment between the hours of 11:00 p.m. and 7:00 a.m. ~~.~~
- (15) Operation of lawn mowers or other power-operated domestic tools out-of-doors between the hours of 11:00 p.m. and 7:00 a.m.

(Ord. No. 2005-01, 1-18-2005)

Sec. 16-70. - Exceptions

The following are excepted from the application of sections 16-68 and 16-69.

- (1) Noise or sound emanating from scheduled outdoor, school-sanctioned athletic events.
- (2) Noise or sound of safety signals, warning devices, emergency pressure relief valves or church bells, provided that the church bells are not sounded for more than five minutes in any hour.
- (3) Noise or sound emanating from properly equipped aircraft operated in accordance with applicable federal rules and regulations.
- (4) Noise or sound emitted from any authorized emergency or public safety vehicle.
- (5) Noise or sound emanating from parades, street fairs, festivals or similar events which are conducted, sponsored or sanctioned by the county or a municipality.
- (6) Noise or sound from railroad operations.
- (7) Noise or sound emanating from farm equipment.

(Ord. No. 2005-01, 1-18-2005)

~~Sec. 16-71. -- Noise permit.~~

- ~~(a) It shall be unlawful for any person to use or cause to be used any sound amplifying device, musical or other instrument for entertainment, advertising or other purposes, or to otherwise engage in any activity creating noise which exceeds the standards set forth in section 16-69, without obtaining a noise permit in advance of these activities.~~
- ~~(b) All applications for noise permits shall be promptly considered and acted upon by the sheriff or his designee. In considering and acting on all applications for permits, the Sheriff, or his designee, shall consider, but shall not be limited to, the following factors:~~
 - ~~(1) The nature and duration of the proposed activity;~~
 - ~~(2) Other uses in the vicinity or location proposed for the activity;~~
 - ~~(3) Effect of the activity on nearby residential areas;~~
 - ~~(4) Cultural, social, recreational and/or educational benefit of the proposed activity;~~
 - ~~(5) Previous experience with the applicant; and~~
 - ~~(6) Previous violations of the noise ordinance, if any, by the applicant.~~
- ~~(c) Taking into consideration the factors listed in subsection (b) above, the sheriff, or his designee, shall issue a noise permit upon finding that the interest furthered by the proposed use or activity outweighs the public interest in maintaining peace and quiet at the time and place involved.~~
- ~~(d) The sheriff, or his designee, may impose such reasonable and appropriate conditions upon the permit, as he deems necessary to assure that the proposed use will be consistent with the intent of this section.~~
- ~~(e) The permit holder(s) shall agree to cooperate with the sheriff's office in enforcing the noise control ordinance by being available at the site of the event during the entire time for which a permit has been issued and capable of assisting any deputy in enforcing the noise control ordinance. Failure of the permit holder(s) to be present or to assist a sheriff's deputy in complying with this chapter will be cause for revocation of said permit.~~
- ~~(f) A permit granted at least 14 days in advance of the activity shall require payment of a \$5.00 administrative fee. If a permit is required and granted less than 14 days in advance of the activity, a fee of \$25.00 shall be required and the applicant will need to sign a waiver related to the activity.~~
- ~~(g) A permit may be denied or revoked in the following cases:~~
 - ~~(1) The activity constitutes a threat to the health, safety or welfare of others;~~
 - ~~(2) The applicant has violated any provisions of this article within 12 months preceding the date of the application;~~
 - ~~(3) The applicant violates any of the provisions during the time allowed for the permitted activity; or~~
 - ~~(4) The activity interferes with another previously permitted activity.~~

~~(Ord. No. 2005-01, 1-18-2005)~~

Sec. 16-72. - Noise complaint procedure.

In the event any person has reasonable grounds for believing that any provision of the county's noise ordinance is being violated, he may make a report ~~thereof~~ to the sheriff's office. The investigating officer may issue a criminal citation. ~~which shall investigate the alleged violation. If such investigation reveals a violation, the investigating officer has the authority to cause a written complaint to be made, and may issue a criminal citation for violation thereof.~~

(Ord. No. 2005-01, 1-18-2005)

Sec. 16-73. - Penalties and remedies.

- (1) *Criminal penalties.* Any sheriff's deputy may issue a criminal citation for violation of any ordinance concerning noise. A violation of any noise ordinance provision shall constitute a class 3 misdemeanor. A third conviction within a five-year period shall constitute a class 1 misdemeanor.
- (2) *[Equitable action.]* The county may seek to enforce this article through any appropriate equitable action.
- (3) *[Continued violation.]* Each day that a violation continues after the offender has been notified of the violation shall constitute a separate offense.
- (4) *[Enforcement.]* The county may seek to enforce this article by using any one or a combination of the foregoing remedies.

(Ord. No. 2005-01, 1-18-2005)

Secs. 16-74—16-95. - Reserved.

MEMORANDUM

TO: Catawba County Board of Commissioners

FROM: Finance and Personnel Subcommittee

DATE: September 18, 2017

SUBJECT: Approval of Contract with Humane Society of Catawba County (HSCC)

Request:

The Finance and Personnel Subcommittee recommends the Board of Commissioners (1) approves a new contract with HSCC to assume responsibility for operating the entire shelter, and (2) approves funding for medical gas line installation for the Animal Surgical Suite in an amount not to exceed \$5,700, to be completed no later than September 30, 2017.

Background:

In 2014, Catawba County contracted with HSCC to provide adoption services within the Catawba County Animal Shelter. Since that time HSCC has performed this function, while Catawba County Animal Services has performed intake services of all animals.

Recently, HSCC has been agreeable to assuming all shelter functions to include intake as well as adoptions. The proposed contract includes the following terms:

- The Humane Society will manage the shelter, which includes being responsible for all animals from intake through adoption.
- The Humane Society will provide veterinary care for all of the animals.
- The Humane Society will notify the County of any complaints and will address all complaints it receives.
- The Humane Society will maintain all required State licenses for the shelter and will be responsible for correcting any deficiencies.
- The County will continue to provide Animal Control and Public Health related services.
- The County will be responsible for the maintenance of the building, and the Humane Society will maintain the equipment in the shelter.
- The term of the contract will be five years.
- The contemplated changes are effectively cost neutral at approximately \$500,000.
- The contract is anticipated to take effect Oct 1, 2017.
- A copy of the contract is attached to this report.

As follow up to the Subcommittee meeting of September 11, 2017, staff have determined that completion of the Animal Surgical Suite will require installation of medical gas lines by a licensed Mechanical Gas Installer. As such, we have received a quote of not to exceed \$5,700, and an estimated completion date of no later than September 30, 2017. Gas line installation work will be funded from fund balance.

Recommendation:

Staff recommends the Board of Commissioners: (1) approves a new contract with HSCC to assume responsibility for operating the entire shelter, and (2) approves a funding for medical gas line installation for the Animal Surgical Suite in an amount not to exceed \$5,700, to be completed no later than September 30, 2017.

Supplemental Appropriation

Revenue

110-260350-690100 Fund Balance Applied

Expense

110-260350-842510 Repair and Maintenance-Building and Grounds

**Agreement Between Catawba County and
Humane Society of Catawba County**

This Agreement, made this ____ day of _____, 2017, between CATAWBA COUNTY, a body politic, (hereinafter “County”) and HUMANE SOCIETY OF CATAWBA COUNTY, a North Carolina non-profit corporation (hereinafter “HSCC”).

WITNESSETH:

Whereas, County and HSCC understand that animal services in Catawba County could benefit from a public-private partnership that provides for stable funding and consistent, effective and affordable long-term management of facilities, personnel and operations; and

Whereas, the parties commit through this Agreement to provide cooperation, assistance and support for their mutual efforts; and

Whereas, County owns an animal shelter in Newton, North Carolina (“Facility”) and provides services that seek to meet the needs of the community at large and local governments to provide safe, humane shelter for impounded, homeless, abused, neglected, lost or abandoned animals, primarily dogs and cats; and

Whereas, HSCC operates in a professional manner, incorporating sound principles of kennel science, disease control, sanitation, and other humane animal care techniques and is able to provide services to County; and

Whereas, County and HSCC entered into a prior agreement dated January 22, 2014 with an effective date of April 1, 2014, and the parties agree that this Agreement will supersede and replace in full the agreement dated January 22, 2014 and effective April 1, 2014 and any amendments thereto.

Now, therefore, the parties agree to the following:

ARTICLE 1: MANAGEMENT OF ANIMALS

HSCC will manage the animal population at the Facility as follows:

- A. Animal Intake and Redemption: HSCC is responsible for the intake of all animals at the Facility, and no dogs or cats will be turned away if presented at the Facility by a Catawba County citizen who follows the required intake procedures. HSCC will also intake animals impounded by Catawba County Animal Control and the animal control agencies for the municipalities within Catawba County. Intake procedures include surrender forms, identification of person(s) surrendering an animal, preparation of kennel cards, and any other documentation or procedures required by federal, state and local laws and regulations related to impounding animals at the facility. HSCC is also responsible for managing the redemption of animals pursuant to federal, state and local laws and regulations, including Chapter 6 of the Catawba County Code of Ordinances. The Assistant Director of Emergency Services, or his designee, must approve the release of animals quarantined as a result

of a bite or rabies; held as a dangerous or potentially dangerous dog; or impounded pursuant to an animal cruelty investigation.

- B. Non-Adoptable Animals: Non-adoptable animals will be the responsibility of HSCC. HSCC will attempt to place non-adoptable animals with rescue groups or will humanely euthanize the animals.
- C. Euthanasia: HSCC will be responsible for the euthanasia of animals at the Facility except for animals seized by Animal Control after hours and require immediate euthanasia.
- D. Crematorium: The crematorium equipment located at the Facility will be operated by HSCC; however, County reserves the right to use the crematorium as needed.
- E. Medical Treatment: HSCC will be responsible for ensuring that all animals in the Facility receive adequate medical treatment, including both emergent and non-emergent care during normal business hours and after hours. In cases involving animal cruelty and neglect, County will obtain veterinary care as needed. During the hours HSCC is open to the public, County will attempt to consult with HSCC's veterinarian prior to seeking care from an outside veterinarian, including for the care of large breed animals. County's cost for said care will be deducted from County's next quarterly payment to HSCC. Before treating animals quarantined as a result of a dog bite, potential rabies exposure or dangerous or potentially dangerous dog designation, HSCC will attempt to obtain consent from the owner of the animal.
- F. General Care: HSCC will be responsible for providing food, water, and general care for animals at the Facility and those seized by Catawba County Animal Control that are kept off-site.
- G. Education: HSCC will educate patrons on subjects, including, but not limited to, adoption, rescue, spay and neuter.
- H. Extraordinary Seizures: As part of the investigation of an animal cruelty case, Animal Control may seize multiple animals after obtaining a search warrant, and care of the animals seized may require resources, such as equipment, staffing, and facility space, beyond the capacity of the Facility or specialized care that exceeds the capabilities of HSCC. On a case by case basis, County and HSCC will mutually decide whether or not the seizure is an extraordinary seizure as described in the preceding sentence and also agree on the appropriate allocation of the cost to care for the animals. County will notify HSCC of the seizure as soon as possible.
- I. Complaints: HSCC will resolve all complaints by citizens and other patrons. If a complaint is received by County, HSCC will provide a written response regarding the complaint to the Assistant Director of Emergency Services within seven (7) days.
- J. Cruelty Cases, Rabies and Dangerous Dogs: County will be responsible for managing all animal cruelty and Public Health related cases, including but not limited to, investigating cruelty cases, potential rabies exposures, bite reports, bite quarantine requirements and decisions, and preparing and shipping rabies specimen. County will also be responsible for deeming dogs dangerous or potentially dangerous and any subsequent appeal of a determination. The Assistant Director of

Emergency Services, or his designee, must approve the release of animals being kept under these circumstances.

ARTICLE 2: FACILITY OPERATIONS

County and HSCC agree to operate the Facility as follows:

- A. Hours of Operation: HSCC will, at a minimum, open the Facility to the general public five (5) days per week, excluding weeks containing holidays. HSCC may open the Facility to the public on Sunday and County holidays. At no time will closure to the public compromise care and feeding of the animals. Adequate HSCC personnel will be maintained and available for the hours of operation referenced above to answer telephone calls from the public, retrieve voice messages, and greet visitors to the Facility.
- B. Fees: HSCC will submit a fee schedule to County on July 1st of each year during the term of the Agreement. All fees collected by HSCC will be the property of HSCC. County will continue to collect fees and fines associated with Animal Control activities. County fees include, but are not limited to home quarantine fees, impound fees, civil penalties, animal cruelty fees, and dangerous dog fees. If fees are owed to both parties, County will collect all of the fees and pay HSCC its portion on a monthly basis.
- C. Records: HSCC agrees to keep and maintain a log showing the complete documentation cycle of all animals from intake through final disposition, including those animals brought to the Facility by the municipalities and County. All records will be stored and retained at the Facility pursuant to the Catawba County Records Retention Policy. HSCC agrees to cooperate and, if needed, assist with the implementation of new software programs used in the Facility. HSCC will make the books, accounts, and records related to the operation of the Facility available to Catawba County for examination upon request.
- D. Facility Maintenance: County is responsible for maintaining the Facility, and HSCC is responsible for the cost of the following utility bills: electricity, water, sewer, and gas. HSCC is responsible for cleaning the entire Facility, except those areas indicated on Exhibit "A". HSCC is also responsible for keeping the meeting room clean and available for County use as needed.
- E. Equipment Maintenance: HSCC is responsible for equipment repair and maintenance. See Exhibit "B" attached hereto and incorporated herein by reference for a list of the equipment HSCC is required to repair and maintain.
- F. Meetings: Representatives of County and HSCC will meet at least monthly to discuss monthly reports, mutual goals, expectations, and program planning issues, including outcomes, quality improvement, accessibility, and customer satisfaction.
- G. Use of Facility: County shall have exclusive use of the areas identified on Exhibit "A", and the parking spaces within the fenced area behind the Facility will be reserved for Animal Control use only. County reserves the right to enter any part of the Facility at any time for any purpose.

ARTICLE 3: COMPENSATION FOR SERVICES

- A. Compensation for Services: County agrees to compensate HSCC at a rate of \$500,000.00 per year, paid in quarterly payments. Payments will be made no later than July 31st, October 31st, January 31st, and April 30th annually. Utility costs and veterinary bills for animal cruelty cases will be deducted from quarterly payments to HSCC. Payment for services is expressly conditioned upon availability of funds. If funds are insufficient to meet expected performances due to nonappropriation or reduction of funds, by written agreement, the parties may adjust the services to be performed. If it would be impractical or defeat the intent or purpose of this Agreement, it may be terminated without penalty to either party.
- B. Additional Services: If County requires HSCC to perform any services in addition to those services previously agreed upon, the compensation for such additional services will be determined prior to commencing the additional services. A representative from both County and HSCC will put all additional service requirements and compensation in writing prior to any service being rendered.

ARTICLE 4: STANDARD OF CARE

- A. Standard of Care: In the performance of their respective duties under this Agreement both parties will exercise the degree of care, skill and diligence ordinarily provided by professional animal service organizations under similar circumstances.
- B. Evaluation of Facility: The Facility will be evaluated by the North Carolina Department of Agriculture on an annual basis and randomly. HSCC agrees to use reasonable efforts to correct material deficiencies identified in such evaluation.
- C. Customer Service: HSCC and County agree to treat the public and staff of each party with respect, dignity and courtesy at all times.

ARTICLE 5: INDEPENDENT CONTRACTOR

- A. Independent Contractor: This Agreement does not constitute HSCC or any of its employees, agents or volunteers as an employee, agent, representative, joint venturer or partner of Catawba County for any purpose whatsoever. HSCC is not authorized to make any contract, agreement, warranty or representation, express or implied, on behalf of County. Neither HSCC nor any employee, agent, or volunteer of HSCC has an employment status with County and are not entitled to participate in any benefits extended by County to its own employees. All persons employed by HSCC to perform services hereunder are subject to the exclusive direction and control of HSCC, it being the intention of the parties that HSCC and its employees will remain independent contractors, not subject to the control of County.
- B. Subcontracting: HSCC will not subcontract any of the work contemplated under this Agreement without prior written approval from County. Any approved subcontract will be subject to all conditions of this Agreement. County is not responsible for paying for any work performed by any unapproved subcontractor. HSCC is responsible for the performance of all of its subcontractors.

ARTICLE 6: PERMITS AND LICENCES

HSCC must obtain a license from the State of North Carolina to operate the Facility and keep the license in good standing. HSCC will procure and maintain the permits, certifications and licenses necessary for them to perform their respective services. HSCC must maintain CET licenses of County's Animal Control staff.

ARTICLE 7: TERM

The term of this Agreement will be from October 1, 2017 through September 30, 2022, unless terminated pursuant to Article 8. The renewal of this Agreement will be negotiated by both parties 180 days prior to expiration or termination. County and HSCC entered into a prior agreement dated January 22, 2014 and effective April 1, 2014, and the parties agree that this Agreement supersedes and replaces in full the agreement dated January 22, 2014 and effective April 1, 2014 and any amendments thereto.

ARTICLE 8: TERMINATION

If HSCC breaches any of the terms of this Agreement, County will give HSCC written notice of the breach. If HSCC fails to remedy the breach within thirty (30) days after receiving the above described notice, County may terminate this Agreement.

This Agreement may be terminated by either party by providing written notice of its intent to terminate to the other party at least 180 days before the conclusion of each fiscal year.

If this Agreement is terminated prior to the end of the term, County will prorate any compensation owed HSCC through the date of termination.

ARTICLE 9: INSURANCE

HSCC will carry and maintain, throughout the period of this Agreement, at HSCC's sole expense, professional and general liability insurance of no less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate; and worker's compensation insurance providing statutory limit coverage, plus Employer's Liability coverage with limits of not less than \$1,000,000 per accident and \$1,000,000 for each employee for injury by disease. Defense costs will be in excess of the limit of liability. HSCC will also provide automobile insurance coverage, when applicable, for any owned, hired, or rented vehicle with a limit of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage liability and a limit of not less than \$25,000 for medical payment coverage. If employees, agents or representatives of HSCC, including specifically independent contractors whether paid or volunteers under contract to HSCC, transport animals in their personal vehicles, HSCC will ensure that any such transportation service is covered by insurance, whether it be the insurance of HSCC or of the vehicle owner, and that vehicles are maintained in a condition that imposes no apparent risk to the animals and/or to the public.

Certificates of such insurance will be furnished by HSCC to County at the time of, or before execution of this Agreement, and annually thereafter. The certificates must require the insurer issuing the underlying policy to provide County with a minimum of thirty (30) days notice prior to modification or cancellation of said policy and name County as an additional insured. The maintenance of insurance will

not in any manner affect HSCC's obligation to indemnify County as required herein. HSCC agrees that its insurance will be primary, regardless of any other insurance coverage which County may procure for its own benefit.

ARTICLE 10: INDEMNIFICATION

The work to be performed by HSCC under this Agreement will be performed entirely at HSCC's own risk. HSCC will indemnify and save harmless Catawba County, its elected officials, employees, agents and representatives from any and all liabilities and claims of every kind, including attorney's fees, to which County may be subjected on account of loss, destruction or damage to property or injury to or death of persons, including HSCC and persons employed by or volunteering with HSCC, arising out of or in connection with performance of this Agreement. The provisions of this paragraph will not be applicable to loss or damage caused by the negligent act or omission of County or its employees.

ARTICLE 11: NONDISCLOSURE OF CONFIDENTIAL INFORMATION

Any information, data, instruments, documents, studies, or reports given to or prepared or assembled by the HSCC under this agreement will be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Catawba County Director of Emergency Services. HSCC acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Agreement. The parties acknowledge North Carolina Public Records law but agree County will be the only entity responding to any public records request.

ARTICLE 12: MISCELLANEOUS PROVISIONS

- A. Force Majeure: If HSCC's performance of services is delayed by a force majeure, HSCC will immediately notify County of the delay, the reasons and the anticipated duration of any delay. HSCC's delay in the performance of services will be excused during the duration of force majeure.
- B. Notice: Any notice must be given in writing and delivered personally or by registered or certified mail, postage prepaid as follows:

To County: Catawba County Emergency Services
 Bryan Blanton
 P.O. Box 389
 Newton, NC 28658

To HSCC: Humane Society of Catawba County
 Jane Bowers, Executive Director
 3224 20th Ave SE
 Hickory, NC 28602

- C. Choice of Law: This Agreement will be governed and construed in accordance with the laws of the State of North Carolina. Venue for any adversarial proceeding will be set in Catawba County.
- D. Entire Agreement: This Agreement constitutes the entire agreement and understanding between the parties except as may be amended in a writing that is signed by both parties.
- E. Execution: This Agreement may be executed in multiple counterparts, with each part being deemed an original, however, collectively constituting a single document.
- F. Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement will continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract will remain in full force and effect.
- G. Waiver of Default: Waiver by the County of any default or breach in compliance with the terms of this Agreement by HSCC will not be deemed a waiver of any subsequent default or breach and will not be construed to be a modification of the terms of this Agreement unless stated to be such in writing, signed by an authorized representative of the County and the HSCC and attached to the Agreement.
- H. Compliance with Laws: The HSCC will comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
- I. Iran Divestment: Contractor certifies that, as of the date listed below, it is not on the Final Divestment List or the Iran Parent and Subsidiary Guidance List as created by the State Treasurer pursuant to NCGS 147-86.58. In compliance with the requirements of the Iran Divestment Act (Article 6E of Chapter 147 of the North Carolina General Statutes), Contractor 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.
- J. E-Verify. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if Contractor utilizes a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
- K. Signature Warranty: The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Agreement.

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

[Signatures on following page]

CATAWBA COUNTY

By: _____
C. Randall Isenhower, Chair

ATTEST: _____

Name: Barbara Morris

Title: County Clerk

HUMANE SOCIETY OF CATAWBA COUNTY

By: _____
Jane Bowers, Executive Director

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

Date: _____

Robert Miracle, Finance Director

APPROVED AS TO FORM

Date: _____

Jodi Stewart, Assistant County Attorney

Exhibit "A"

County Responsible for YELLOW areas

HSCC Responsible for WHITE areas

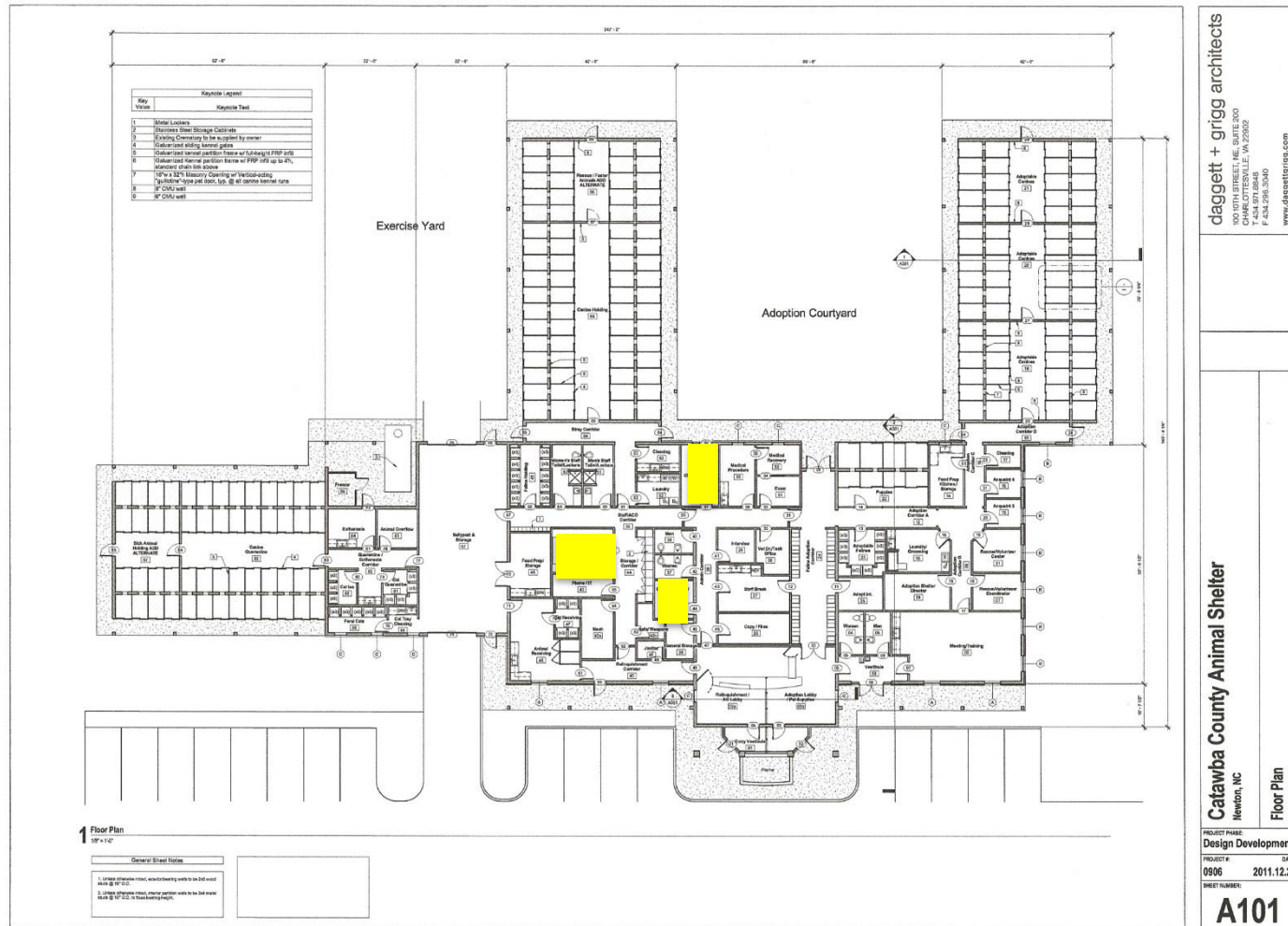


EXHIBIT 'B'

Equipment to be maintained by HSCC

- All equipment associated with the surgical suite
- Crematory
- Dishwashers within the Newton Animal Shelter
- Washers and Dryers within the Newton Animal Shelter

MEMORANDUM

TO: Catawba County Board of Commissioners

FROM: Finance and Personnel Subcommittee

DATE: September 18, 2017

SUBJECT: Approval of Contract with City of Conover for EMS Base Location

Request:

The Finance and Personnel Subcommittee recommends the Board of Commissioners approves a new contract with City of Conover to locate an Emergency Medical Services base at the Conover Fire Station Two, the site on which Conover is constructing a new Fire Station.

Background:

In September 2008, Catawba County contracted with the City of Conover to place an ambulance and crew at Conover Fire Station One. When this original contract was developed with the City of Conover, the plan all along has been to move into Fire Station Two once renovations or new construction was completed. Analysis indicated the optimal location for the unit was actually Conover Fire Station 2. This is located at 1011 First Street West (near the K-Mart). However, space was not available for an ambulance and personnel at Station 2. The City of Conover offered space at Station 1 and indicated it had plans to renovate or construct a new Station 2 in the future. Since beginning operations out of Conover Station 1 the relationship between Conover Fire Department and Catawba County Emergency Medical Services has been very positive. Conover has not charged the County for use of its space or utilities during this time and has adjusted its apparatus and facilities to accommodate EMS.

The attorneys for the City of Conover and Catawba County have worked out details of the new proposed contract. The proposed contract includes the following terms:

- Conover shall construct and provide space designed and approved in conjunction with the County's Emergency Services Department within Fire Station Two to be used as an Emergency Medical Services base.
- Conover shall provide:
 - Storage space for emergency medical services supplies.
 - Space within the bay area for two (2) ambulances.
 - Shared working quarters for up to six (6) EMS ambulance crew personnel, two (2) dedicated office spaces, and shared access to kitchen, bathroom, locker room, fitness facilities, and living/dayroom area.
 - Access to parking for the ambulance crew personal vehicles.
 - Access to exhaust extraction system.
 - Access to electrical power for ambulance shorelines.
 - Use of the landline telephone.
 - Use of open WiFi connection or other similar wireless technology.
 - Use of hardline Ethernet connection for County.
 - Conover is obligated to deliver occupancy no later than June 30, 2019.
 - Conover shall maintain Fire Station Two in good repair and provide all utilities at no expense to County.
- The County shall provide the following for the base:

- One ambulance and a crew to staff the ambulance to provide pre-hospital, emergency medical services to the surrounding community.
- Communications equipment as needed.
- Such furnishings for the two dedicated offices as the County should deem appropriate.
- The County shall pay Conover \$93,000 per year beginning with the Turn Over Date and each year thereafter for a total of \$930,000 over the course of ten years. The County's cost is based on the amount of space dedicated for EMS use (~20%) and one half of the shared space (~20%) for a total of 40%. The estimated total construction cost was \$2,332,364 in March 2016.
- The County's Fiscal Year 2017-18 Emergency Medical Services budget includes \$93,000 for the first payment.
- The term of the contract will be thirty-five (35) years after the Turn Over Date.
- A copy of the contract is attached to this report.

Since the Finance and Personnel Subcommittee reviewed the contract and provided direction to Staff regarding an increase of number of EMS personnel at the base, Conover City Council approved the contract with the following changes:

- In paragraph 2a.iii changed shared working quarters for up to six (6) EMS ambulance crew personnel, two (2) dedicated office spaces, and shared access to kitchen, bathroom, locker room, fitness facilities, and living/dayroom area.
- Added to number 3. "This agreement is subject to condition that construction bids not exceed \$1,860,000.00." (Note: this construction cost does not reflect total project costs (i.e. site, prep demolition, architectural costs, etc. that when added to construction costs equal \$2,332,364).

An alternative to entering this cooperative venture with the City of Conover is to purchase land and build a standalone EMS facility in the same area. Based on the estimated cost obtained by Conover a 4,500 square foot EMS base would cost approximately \$954,000 not including the cost of the land. Additionally, the County would be responsible for the cost of maintenance and upkeep of the facility as well as the cost of utilities.

Recommendation:

The Finance and Personnel Subcommittee recommends the Board of Commissioners approves of a new contract with City of Conover Fire Department to locate an Emergency Services base at the Conover Fire Station Two, in which Conover is constructing a new Fire Station. Approving this request supports the Board's goal of providing public safety services in a "right care, right place, right time manner."

**NORTH CAROLINA
CATAWBA COUNTY**

**CITY OF CONOVER FIRE DEPARTMENT
USE AGREEMENT FOR EMERGENCY MEDICAL SERVICES BASE**

This Use Agreement for Emergency Medical Services (EMS) Base (“Agreement”), made and entered into the ____ day of _____, 2017 (the “Effective Date”), by and between the County of Catawba, a body politic and a political subdivision of the State of North Carolina, located at 25 Government Drive, Post Office Box 389, Newton, North Carolina 28658, (“County”) and the City of Conover (“Conover”), a municipal corporation of the State of North Carolina, located at 101 First Street East, Post Office Box 549, Conover, North Carolina 28613, all collectively referred to as “the Parties.”

WITNESSETH:

WHEREAS, Catawba County through its Emergency Services Department currently operates Emergency Medical Services (EMS) throughout Catawba County; and

WHEREAS, the County desires to locate an Emergency Services base at the Conover Fire Station #2 at 1011 1st Street West, Conover to better serve the residents in central Catawba County; and

WHEREAS, Conover is constructing a new Fire Station #2 of approximately 11,000 square feet at 1011 1st Street West, Conover to provide to County an EMS base as well as a fire station for Conover.

NOW, THEREFORE, in consideration of the above and the mutual covenants and conditions hereafter set forth, the Parties agree as follows:

1. Term of the Agreement. The term of this Agreement shall begin on the Effective Date and shall remain in effect for thirty-five (35) years (420 months) after the Turn Over Date. The Turn Over Date shall be memorialized by execution and delivery of the certificate attached as Exhibit A.
2. Scope of Agreement.
 - a. Conover shall construct and provide space designed and approved in conjunction with the County’s Emergency Services Department within the proposed Fire Station #2 to be used as an Emergency Medical Service base. Conover shall provide:
 - i. Storage space for emergency medical services supplies.
 - ii. Space within the bay area for two (2) ambulances.

- iii. Shared working quarters for up to six (6) EMS ambulance crew personnel who will staff the ambulance; two (2) dedicated office spaces; and shared access to kitchen, bathroom, locker room, fitness facilities, and living/dayroom area.
 - iv. Access to parking for the ambulance crew personal vehicles.
 - v. Access to exhaust extraction system.
 - vi. Access to electrical power for ambulance shorelines.
 - vii. Use of the landline telephone.
 - viii. Use of open WiFi connection or other similar wireless technology.
 - ix. Use of hardline ethernet connection for County.
- b. The County shall provide the following for the base:
 - i. One ambulance and a crew to staff the ambulance (up to three members) to provide pre-hospital, emergency medical services to the surrounding community. Circumstances which require occupancy and use by additional County personnel or equipment shall be subject to approval by the Conover Fire Chief.
 - ii. Communications equipment as needed. External antenna are subject to prior approval by Conover.
 - iii. Such furnishings for the two dedicated offices as the County should deem appropriate.
- 3. Delivery of Base. Conover is obligated to deliver occupancy no later than June 30, 2019. This agreement is subject to condition that construction bids not exceed \$1,860,000.00.
- 4. Within thirty (30) days of the Turn Over Date the County shall pay to Conover the first of ten (10) required annual payments of \$93,000. The remaining nine (9) annual payments shall be due on the anniversary date of the Turn Over Date.
- 5. Maintenance and Utilities. Conover shall maintain Fire Station #2 in good repair and provide all utilities at no expense to County.
- 6. Improvements. No substantial alteration, addition or improvement to the substation shall be made by the County without the written consent of Conover.

7. Mortgages. Conover represents that as of the date of this Agreement there are no existing mortgages, deeds of trust, or similar security instrument, encumbering Fire Station #2. This Agreement shall be subordinate to any future mortgage, deed of trust or similar security instrument hereafter executed by Conover and constituting a lien or charge upon Fire Station #2 or the improvements situated thereon. If any mortgagee or holder of any such security instrument shall require, County will, at any time hereafter, on demand execute and deliver any instruments, releases or other documents which may be required by any mortgagee or security instrument holder for the purpose of subjecting and subordinating this Agreement to the lien and/or security title of any such mortgage, deed of trust or similar security instrument. Conover shall not pledge Fire Station #2 for any other debt obligation of the City unless such debt is incurred to make improvements to Fire Station #2.
8. Fire Department Policies. The EMS crew will maintain a clean and sanitary work environment. County agrees that its personnel, while at Station #2, shall comply with any Conover Fire Department policies that apply to personal and professional conduct .
9. Right of Entry. The County use of the Fire Station is not exclusive. Conover or its agent shall have the right to enter any part of the facility the County is allocated at reasonable times in order to examine it, or to make such decorations, repairs, alterations, improvements or additions as Conover deems necessary or desirable.
10. Waiver of Subrogation. Conover and County each hereby release the other from any and all liability and responsibility to the other or anyone claiming by, through or under the other by way of subrogation or otherwise for any loss or damage to property caused by fire or any of the extended coverage casualties covered by the insurance maintained hereunder, even if such fire or other casualty shall have been caused by the negligent acts or omissions of the other party, or anyone for whom such party may be responsible; provided, however, that with respect to either parties' release of the other the release shall be applicable and in force and effect only with respect to loss and damage occurring during such times as their respective policies shall contain a clause or endorsement to the effect that any release shall not adversely affect or impair said policies or prejudice the right of the releasor to recover thereunder. Conover and County each agree that it will request its insurance carrier to include in its policy such a clause or endorsement.
11. Insurance. Throughout the term of this Agreement, Conover shall carry fire and extended coverage insuring its interest in Fire Station #2.

Throughout the term of this Agreement, County shall keep in force at its own expense and naming the City as loss payee, as follows:

- a. Comprehensive general liability insurance on an occurrence basis with a minimum liability in amounts set by Conover but in no event less than the amount of one million dollars (\$1,000,000) with respect to personal injury and death, and one million dollars (\$1,000,000) property damage, together with a commercial umbrella liability endorsement or policy with limits of at least one million dollars (\$1,000,000) per occurrence, and including a broad form general liability endorsement, which includes coverage against contractual liability and owners and contractor's protection liability, and personal injury and premises medical payments, without exclusion of coverage for claims of personal injury brought by employees, agents, or contractors of an insured.
- b. All risk property insurance on a replacement cost basis, covering property of every kind and description owned by County for which County is legally liable, or property installed by or on behalf of County, which is located in or on Fire Station #2.
- c. Worker's compensation insurance on all persons required by law.

12. Fire and Other Casualty.

- a. If after the Turnover Date, Fire Station #2 shall be damaged by fire or other casualty which renders the County's base unusable, City shall proceed to repair the damage and endeavor to make other arrangements satisfactory to the County as a temporary base for the County's base.
- b. If the damage renders so much of Fire Station #2 unusable that repair or rebuilding is not feasible within 550 days of such fire or casualty then the City or County shall have the right to terminate this Agreement, and if so terminated City shall pay to the County a sum of money based on the following formula:

$$\frac{\text{Total Amount County has paid to City:}}{420} \times \begin{matrix} \text{No. of Months of Use Remaining} \\ \text{Under This Agreement} \end{matrix} =$$

Sum of money owed to County by City:

Example #1: If the loss occurs after the County has paid \$372,000 and the loss should occur in month 40 then Conover, upon termination of the Agreement, will owe County an amount computed as follows:

$$\frac{\$372,000}{420} \times 380 = \$336,571.00$$

Example #2: If the loss is after the County has paid \$930,000 and loss should occur in month 128 then Conover, upon termination of the Agreement, will owe County an amount computed as follows:

$$\frac{\$930,000}{420} \times 292 = \$646,571.43$$

13. Relationship of the Parties. The Parties are and shall remain independent contracting parties and are not partners. The Agreement does not constitute a joint venture. The County represents that they have or will secure, at their own expense, all personnel required in performing the services under the Agreement. County personnel shall not be employees or have any contractual relationship with Conover. Conover Personnel shall not be employees or have contractual relationship with the County.
14. Assignment. No assignment by a party of any rights or interests in this Agreement will be binding on the other party without the written consent of the party sought to be bound. The parties have a multi-decade history of entering into agreements for various purposes and this long-standing arrangement is in part the motivation for entering into this Agreement and accordingly consent to assignment may be arbitrarily withheld.
15. Notice. Any notice required to be given hereunder shall be in writing and shall be deemed to have been served and given when mailed by registered or certified United States mail, return receipt requested at the following addresses:

County:

Director
Emergency Services Department
Catawba County
Post Office Box 389
25 Government Drive
Newton, NC 28658

With a Copy to:
County Manager
Post Office Box 389
25 Government Drive
Newton, NC 28658

City:

Fire Chief
Conover Fire Department
P.O. Box 549
101 First Street East
Conover, North Carolina 28613

With a Copy to:
City Manager
P.O. Box 549
101 First Street East
Conover, NC 28613

16. Severability. All Clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on the other provisions of this Agreement. It is understood by all Parties hereto that if any part, term or provision of this Agreement is by the Courts held to be illegal or in conflict with any laws of the State of North Carolina or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.
17. Governing Law. The laws of the State of North Carolina shall govern all aspects of this Agreement. In the event that it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Catawba County, North Carolina.
18. Legal Counsel. All parties acknowledge and stipulate that this Agreement is the product of mutual negotiation and bargaining and that it has been drafted by Counsel for each of the parties. As such, the doctrine of construction against the drafter shall have no application to this agreement.
19. Liability of Elected Officials and Agents. No elected official, officer, agent or employee of any party shall be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such elected official, officer, agent, or employee shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve any such elected official, officer, agent or employee from the performance of any official duty provided by law.
20. No Third-Party Beneficiaries. There are no entities which are, or which are intended as, third-party beneficiaries of this Agreement.
21. Counterparts. This Agreement may be executed in several counterparts, including separate counterparts. Each will be an original, but all of them together constitute the same instrument.
22. Amendments. Any amendments or revisions to this Agreement must be approved in writing by the Parties and attached to this Agreement.
23. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the general subject matter covered hereby.

IN WITNESS WHEREOF, Catawba County and City of Conover have caused this Agreement to be executed by their duly authorized officials as follows:

CATAWBA COUNTY

BY: _____
C. Randall Isenhower, Chair

ATTEST: (SEAL)

Barbara E. Morris, Clerk

NORTH CAROLINA
CATAWBA COUNTY

I, _____, a Notary Public for Catawba County, North Carolina, certify that BARBARA E. MORRIS, personally came before me this day and acknowledged that she is County Clerk of the Catawba County Board of Commissioners, a corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its Chair, sealed with its corporate seal, and attested by herself as County Clerk.

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

PLACE NOTARY SEAL HERE

NOTARY PUBLIC
Printed Name: _____
My Commission Expires: _____

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

Date: _____
_____, Finance Director

APPROVED AS TO FORM

Date: _____
Debra Bechtel, County Attorney

CITY OF CONOVER

BY: _____

Lee E. Moritz, Jr., Mayor

ATTEST: (SEAL)

Cara C. Reed, Clerk

NORTH CAROLINA
CATAWBA COUNTY

I, _____, a Notary Public for Catawba County, North Carolina, certify that CARA C. REED, personally came before me this day and acknowledged that she is City Clerk of the City of Conover, a municipal corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal, and attested by herself as City Clerk.

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

PLACE NOTARY SEAL HERE

NOTARY PUBLIC

Printed Name: _____

My Commission Expires: _____

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

Date: _____

_____, Finance Director

APPROVED AS TO FORM

Date: _____

Monroe Pannell, City Attorney

EXHIBIT "A"
CONFIRMATION OF TURN OVER DATE

DATE: _____

COUNTY: CATAWBA COUNTY

CITY CITY OF CONOVER.

EFFECTIVE DATE OF AGREEMENT: _____, 2017

PREMISES ADDRESS: 1011 1st Street West, Conover, North Carolina 28613

For purposes of establishing the Turn Over Date set forth in the Agreement, City and County agree as follows:

1. First Date of Occupancy is _____.
2. The Turn Over Date is _____, 2019 (the first day of the month following the First Day of Occupancy by the County unless the First Date of Occupancy falls on the first day of the month which in that case such date shall be the Turn Over Date).
3. The term of this Agreement shall expire on _____, 20__ (35 years or 420 months from the Turn Over Date).

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year last written below.

COUNTY:

CITY:

CATAWBA COUNTY,

CITY OF CONOVER.

By: _____
Name: _____
Its: County Manager
Date: _____

By: _____
Name: _____
Its: City Manager
Date: _____

MEMORANDUM

To: Catawba County Board of Commissioners

From: Karen Harrington, DSS Director

Date: September 18, 2017

Subject: Work First County Plan 2019 – 2021

REQUEST

Staff requests the Board of Commissioners approves pursuing Electing County Status and the appointment of individuals to serve on the Work First Planning Committee.

BACKGROUND:

In 1996, Congress ended the national welfare program known as AFDC (Aid to Families with Dependent Children) and crafted legislation to allow states to implement their own welfare programs. This federal devolution of authority enabled the North Carolina General Assembly to expand welfare reform. The legislature took the next step; allowing counties to compete for Electing County status – in essence offering a limited number of counties the opportunity to have greater control over local welfare policies, as well as greater control over available funding.

Catawba County has been an Electing County since July 2007. With welfare reform, counties were encouraged to “think outside the box” and offer suggestions for innovative policy changes that would enable families to move more quickly to higher levels of personal responsibility and economic self-sufficiency. Catawba County’s Electing Plans have clearly communicated that the expectation in this county is that all ‘able-bodied’ persons will seek and maintain employment and support their families to the best of their ability. Electing County status also allows greater flexibility in program administration.

Our current plan was approved by the Board of Commissioners in July 2014 for FFYs 2016 – 2019.

REVIEW:

On August 10, 2017, the Agency received notice that all counties must once again participate in the Work First biennial planning process. Current Electing Counties must notify the state by November 1, 2017, if they wish to remain an Electing County.

In prior years, there were numerous advantages to being an Electing County. Electing Counties are given greater flexibility in establishing eligibility policies (who is eligible to receive assistance and under what conditions). However, through the years, the state has gradually adapted the state plan to mirror the policies recommended by counties vying for Electing status.

The primary reason for pursuing Electing County status for the FFYs 2019 - 2021 would be to realize funding flexibility within the Work First County Block Grant. Funds available for distribution to Electing counties will be adjusted based on State and/or Federal legislation. When Electing counties are preparing their plans and deciding whether to remain as Electing, counties must be cognizant that any estimates received from the Division of Social Services Budget Office will be based on current available dollars and subject to change based on legislative decisions.

North Carolina General Statute (NCGS) 108A-27 requires county commissioners to appoint a committee of local leaders to assist in the development of the county Work First Block Grant plan. Membership of the Planning Committee must include, but is not limited to representatives of:

- County Board of Social Services
- Board of County Commissioners
- Division of Workforce Solutions (DWS) (NCWorks Career Centers)
- Workforce Innovative Opportunity Act (WIOA)
- Local Division of Vocational Rehabilitation
- Head Start Agency
- Local Management Organization – Managed Care Organization (LME – MCO)
- Local Public Health Department
- Local School System(s)
- Business Community
- Community-based organizations (Representative of the Population Served)
- Childcare Service Providers
- Social Services Staff
- Transportation Service Providers

Recommendation:

It is recommended that the Board of County Commissioners inform the North Carolina Department of Health and Human Services that Catawba County intends to pursue Electing County Status and appoint members to serve on the Work First Planning Committee (list of members attached).

Proposed Members to serve on the 2019 - 2021 Work First County Planning Committee:

<i>Sherry Butler</i>	Board of Social Services / the Board of County Commissioners
Felicia Culbreath-Setzer	Division of Workforce Solutions (DWS) (NCWorks Career Centers)
Wendy Johnson	Workforce Innovative Opportunity Act (WIOA)
<i>Henry Steele</i>	Vocational Rehabilitation Manager
<i>Titania Stockton</i>	Head Start Agency
Michael Smith	Partners Behavioral Health Management
Rhonda Stikeleather	Public Health
<i>Dr. Matt Stover</i>	Local School System Representative – Catawba County Schools
<i>Dr. Robbie Adell</i>	Local School System Representative – Hickory Public Schools
Dr. Rosana Whisnant	Local School System Representative – Newton-Conover City Schools
<i>Tailored Chemical</i>	Business Community
Kathee Martin	Greater Hickory Cooperative Christian Ministry
Robert Silber	Eastern Catawba Cooperative Christian Ministry
<i>Capt. Tim Delaney</i>	Salvation Army
<i>Malla Vue</i>	Goodwill Manger
<i>Pam Ussery</i>	Child Care Service Provider
<i>Edith Tallent</i>	Qualified Substance Abuse Professional (QPSA)
Julie Walker	Cognitive Connection Corporation
Camille Sterling	Greenway
<i>Anne Peele</i>	Family Guidance Center
Leah Haas	WFFA/Daycare Supervisor
Crystal Clark	Child Support Unit Program Manager
Julie Raper	Food Assistance Program Manager
Karen Mace	Family Medicaid Program Manager
Bruce McCoury	Transportation Supervisor
Beth Jones	Work First Program Manager
Tami Hefner	Assistant Director

**Electing County Status Designation Form
Federal Fiscal Years 2019 - 2021**

Catawba County, North Carolina

**Request for Continuation of Electing Status or Redesignation as Standard Status for
the Work First Program**

The Board of Commissioners of Catawba County voted on _____
(date)
by at least two-thirds in favor of the below status (check one) for the Work First Program.

☐ Continue in Electing Status ☐ Change to Standard Status

The vote was: _____ in favor _____ (against)
(enter number) (enter number)

Commission Chair Signature

Date

**The primary contact person for our Work First Block Grant planning process will
be:**

Name: Beth Jones
Position/Title: _____
Address: PO Box 669
Newton NC 28165
Phone: 828 695 5625
Fax: 828 695 5709
Email: Bethjones@catawbacounty.nc.gov

Due Date: November 1, 2017

Submit to: Mekella Anthony
Work First Program Policy Consultant
Work First Program/Economic and Family Services
NC Division of Social Services
820 S. Boylan Avenue
Room 113 – Hargrove Building
2420 Mail Service Center
Raleigh, NC 27699-2420
or Mekella.Anthony@dhhs.nc.gov
Fax: (919) 334 – 1265 / Office: (919) 527 – 6314