

AGENDA

Catawba County Board of Commissioners Meeting
Monday, July 21, 2025, 7:00 p.m.
Board of Commissioners Meeting Room 2nd Floor,
Catawba County Justice Center
100 Government Drive, Newton, NC

1. Call to Order.
2. Pledge of Allegiance to the Flag.
3. Invocation.
4. [Approval of the Minutes from the Board's Regular Meeting and Closed Session of June 16th, 2025.](#)
5. Recognition of Special Guests.
6. Public Comments.
7. [Appointments.](#)
8. Presentations.
 - a. [2025 NACo Achievement Award: Pre-K STEAM. Presented to Assistant Library Director Jenny Gerami-Markham and Library Services Specialist Ely Mata.](#)
 - b. [2025 NACo Achievement Award: Master Chef Junior. Presented to Assistant Library Director Jenny Gerami-Markham and Library Services Specialist Ely Mata.](#)
 - c. [2025 NACo Achievement Award: Fueling Classroom Success. Presented to Assistant Library Director Jenny Gerami-Markham and Library Services Specialist Ely Mata.](#)
 - d. [2025 NACo Achievement Award: 4-H Library Lego Robotics. Presented to Cooperative Extension 4-H Program Assistant Dana Florez.](#)
9. Public Hearings.
 - a. [Final Assessment Roll: Bay Point Subdivision Road Improvement Project. Presented by Utilities & Engineering Director Peter Shonka.](#)
 - b. [Special Assessment: Wellington Subdivision Road Improvement Project. Presented by Utilities & Engineering Director Peter Shonka.](#)
10. Department Reports.
 - a. Tax. Presented by Tax Collector Lori Mathes.
 - i. [2024 Tax Settlement Report.](#)
 - ii. [2025 Order of Collections/Charge.](#)
 - b. Emergency Services. Presented by Assistant County Manager Paul Murray
 - i. [Mountain View EMS Base Purchase.](#)
 - c. Utilities & Engineering. Presented by U&E Director Peter Shonka.
 - i. [Construction Bid Award: Langdon Ridge Subdivision Road Improvement Project.](#)
 - ii. [Construction Bid Award: Mountain Creek Ridge Subdivision Road Improvement Project.](#)
 - d. County Manager's Office.
 - i. [Regional School Facility Alignment. Presented by McKissick Associates Architects President Vern L. McKissick](#)
11. Consent Agenda.
 - a. [Home and Community Care Block Grant \(HCCBG\) SFY2025-2026.](#)
 - b. [June Tax Refunds, Releases and Adjustments.](#)
12. Other Items of Business.
13. Manager's Report.
Budget Transfers.
14. Attorney's Report.
 - a. [Catawba and Lincoln County Schools Funding Agreement.](#)
 - b. [Lake Norman Marine Commission - Joint Resolution to Reconstitute Commission.](#)
15. Adjournment.

PERSONS WITH DISABILITIES: Individuals needing assistance should contact the County Clerk at 828-465-8990 within a reasonable time prior to the meeting. Participation in public meetings is without regard to race, ethnicity, religion, sex, age, or disability.

CALENDAR: The next Board of Commissioners Meeting will take place on Monday, August 4, 2025, at 7:00 p.m., in the Board of Commissioners Meeting Room of the Catawba County Justice Center.

RANDY (Due)	<u>Catawba County Planning Board</u>	
12/31/22	Pam Simmons -Vacant Alternate	Eligible fill unexpired term
12/31/25	Jamie Dugo	Eligible for a 2 nd Term
12/31/25	Jeff Kerley	Eligible for a 4 th Term
12/31/25	Brian Lutz	Eligible for a 4 th Term
12/31/25	Bill Pekman	Eligible for a 2 nd Term
12/31/25	Kim Wallace	Eligible for a 2 nd Term
4-year terms		

RANDY (Due)	<u>CVCC Board of Trustees</u>	
6/30/25	Austin Allran	Eligible for a 2 nd Term
4-year terms		

AUSTIN (Due)	<u>Catawba County Council for the Arts</u>	
6/30/25	Katherine “Kitty” Barnes	Eligible for a 2 nd Term
3-year terms		
Vice-Chair Allran recommends the reappointment of Katherine “Kitty” Barnes to the Catawba County Council for the Arts for a second term, with a term expiration of June 30, 2028.		

ROBERT (Due)	<u>Juvenile Crime Prevention Council</u>	
6/30/25	Mark Bumgarner	Eligible for a 3rd Term
6/30/25	LaChauncey Coulter	Eligible for a 2nd Term
6/30/25	Ian Bumgarner (Jennifer Mace)	Eligible for a 1 st Term
6/30/25	Eric Page	Eligible for a 5th Term
6/30/25	Kyle Smith	Eligible for a 2 nd Term
6/30/25	Chrissy Triplett	Eligible -1 st Full Term
2-year terms		

ROBERT (Due)	<u>Lake Norman Marine Commission</u>	
07/21/25	Barbara G. Beatty (4-year initial appt.)	Eligible for 1 st Term
07/21/25	First Sergeant Cameron Sloan (5-year initial appt.)	Eligible for 1 st Term

Commissioner Abernethy recommends the following appointments to the Lake Norman Marine Commission: Barbara Beatty to a first term, with a term expiration of July 21, 2029; and First Sergeant Cameron Sloan to a first term, with a term expiration of July 21, 2030.

ROBERT (Due) Trivium Corporation Board

6/30/25 **Barbara G. Beatty** Eligible for a 3rd Term
3-year terms

Commissioner Abernethy recommends the reappointment of Barbara Beatty to the Trivium Corporation Board for a third term, with a term expiration of June 30, 2028.

BARBARA (Due) **Repay Board**
07/17/25 **Kristin Wright** Eligible for a 2nd Term
3-year terms

Commissioner Beatty recommends the appointment of Kristin Wright to the Repay Board for a second term, with a term expiration of July 17, 2028.

BARBARA **VFD Trustees, Fireman's Relief Fund**
 Randy Allen Ritchie (Fitzhugh Young) Eligible for a 1st Term
2-year terms

Commissioner Beatty recommends the appointment of Randy Allen Ritchie to the VFD Trustees' Fireman's Relief Fund, for a first term.

2025 NACo Awards

LIBRARIES

Fueling Classroom Success: How the Public Library Supports Dual Immersion Language Programs

The Spanish Language Bookbagger program was developed to expand access to high-quality Spanish-language reading materials for students in local Spanish immersion classrooms. Building on the library's existing Bookbagger model, the program repurposes gently used and specially purchased Spanish-language books to create curated, themed book bags tailored to classroom needs. The target audience includes kindergarten through 4th grade students and their teachers across five elementary schools. Since its launch in early 2023, the program has circulated over 700 books, supported bilingual literacy, and strengthened partnerships between the library and local schools. By maximizing existing resources and aligning with educational goals, the program offers a sustainable, cost-effective solution that promotes equity in literacy and learning.

Master Chef Junior

The Master Chef Junior program empowers children to explore creativity and develop cooking skills through hands-on culinary challenges. Targeting elementary and teen-age participants, the program teaches flavor experimentation, teamwork, and basic cooking techniques while fostering a positive relationship with food. Through community collaboration and low-cost implementation, the program has successfully engaged over 100 children, enhancing their confidence, creativity, and problem-solving skills in the kitchen.

Pre-K STEAM

The Catawba County Library's Pre-K STEAM program is an innovative early learning initiative that introduces science, technology, engineering, arts, and math concepts to children ages 0–5 through hands-on, play-based exploration. Rooted in the Every Child Ready to Read framework, the program empowers caregivers to engage in guided learning alongside their children using interactive stations featuring tools like BeeBots, wind tunnels, and light tables. With two mobile kits rotating through all seven library branches, the program ensures equitable access across the county—particularly benefiting the 40% of children under five without access to formal preschool. Families can participate in structured programs or explore the materials during open hours, offering flexible learning opportunities. Since its launch in June 2024, the program has reached over 300 participants, helping children build critical thinking skills and school readiness through curiosity-driven learning. Pre-K STEAM is bridging early learning gaps and inspiring a lifelong love of discovery.

COOPERATIVE EXTENSION

4-H Library Lego Robotics

4-H Library Robotics is a 6-8 week program for 2nd-4th graders, offered at 3 library locations, involving adult and teen volunteers in teaching and serving as group leaders. By participating, youth improve their interpersonal skills and explore STEM as they progress through the series, with a focus on the FIRST LEGO Robotics core values of discovery, inclusion, innovation, teamwork, impact and fun. The target audience is lower income families that have less access to technology and STEM at home, but the program is open to any child.

2025 Achievement Award Winner

“Without continual growth and progress, such words as improvement, achievement, and success have no meaning.” –Benjamin Franklin

The National Association of Counties is proud to award
Catawba County, N.C.

A 2025 Achievement Award for its program titled:
Pre-K STEAM



Matthew Chase, CEO/Executive Director



Supervisor James Gore, NACo President



2025 Achievement Award Winner

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Supervisor James Gore, NACo President



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The National Association of Counties is proud to award
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A 2025 Achievement Award for its program titled:
**Fueling Classroom Success: How the Public Library Supports
Dual Immersion Language Programs**



Matthew Chase, CEO/Executive Director



Supervisor James Gore, NACo President



2025 Achievement Award Winner

“Without continual growth and progress, such words as improvement, achievement, and success have no meaning.”—Benjamin Franklin

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A 2025 Achievement Award for its program titled:
4-H Library Lego Robotics



Matthew Chase, CEO/Executive Director



Supervisor James Gore, NACo President



Memorandum

To: Catawba County Board of Commissioners
From: Peter Shonka, Utilities and Engineering Director
Date: July 21, 2025
RE: Bay Pointe Subdivision Road Improvement Project - Final Assessment Roll

Request:

Staff request the Board of Commissioners conduct a public hearing to consider adopting the attached resolution confirming the Final Assessment Roll for Bay Pointe subdivision and authorizing collection of assessments.

Background:

On June 16, 2025, the Board adopted a resolution for Bay Pointe subdivision establishing the Preliminary Assessment Roll, scheduling a public hearing for the approval of the Final Assessment Roll, and authorized submittal of a petition for NCDOT to accept the subject roads. The next step in the process is for the Board to conduct the advertised public hearing, adopt the Final Assessment Roll, and charge the Tax Administrator with the collection of the assessments. Property owners will then be notified of the assessment and payment options.

The total project costs associated with Bay Pointe subdivision road improvements are \$246,023.63. The basis for assessment is by lot in accordance with the number of subdivision lots at the time the petition was submitted, which is fifty.

The individual assessment for each of the fifty lots is \$4,920.47. This amount can be paid either as a lump sum before the first assessment bill comes due or in 10 annual payments with 1.5% annual interest. The first annual payment, prior to the application of interest, is \$533.55.

The table below summarizes the statutory process for establishing private road assessments and, for the items that have been completed, provides the dates on which the Board of Commissioners took each required action. The table also outlines the remaining steps the Board will still need to take in order to implement the assessment (*noted in italics, with planned dates*).

NCGS §	Date	Action Items
153A-205	8/2/2024	Citizens petition BOC with >75% of property owners & >75% of road frontage.
153A-190 & 153A-191	10/21/2024	BOC accepts Citizen Petition, makes funding decision and adopts Preliminary Resolution describing the Project, financing and setting time for Public Hearing.
153A-192	11/4/2024	BOC holds Public Hearing on Preliminary Assessment Resolution.
153A-192	11/4/2024	BOC adopts Final Resolution approving Project, setting financing terms.
143-131	11/26/2024	Project is bid in accordance with NC Procurement Procedures.
143-131	3/3/2025	Bid awarded.
153A-193 & 194	6/16/2025	BOC determines Project Total Cost, sets date and time for Public Hearing on the Preliminary Assessment Rolls.
153A-195	7/21/2025	BOC holds Public Hearing on the Preliminary Assessment Rolls annuals, confirms Preliminary Assessment Rolls. If confirmed, Tax Administrator is authorized to collect assessment fees in same manner as property taxes.

Alternatives:

The Board of Commissioners may modify or annul the Final Assessment Roll or any individual assessments. If the Board of Commissioners should choose to annul the Final Assessment Roll or any individual assessments, the County would be unable to recover the project funds spent repairing the roads and would have established a precedent of dedicating public funding to private road repair projects.

Recommendation:

Staff recommend the Board of Commissioners conduct a public hearing to consider adoption of the attached resolution confirming the Final Assessment Roll for Bay Pointe subdivision and authorizing collection of the assessments.

RESOLUTION No. 2025 - 25

RESOLUTION CONFIRMING ASSESSMENT ROLL
FOR BAY POINTE SUBDIVISION AND LEVYING ASSESSMENTS

WHEREAS, the Catawba County Board of Commissioners has on this day held a public hearing, after due notice as required by law, on the Final Assessment Roll for the improvement of Bay Pointe Drive, Golden Bay Court and West Bay Drive in Bay Pointe subdivision; and

WHEREAS, the Board has heard all those present who requested to be heard, and has found the Assessment Roll to be proper and correct.

NOW, THEREFORE BE IT RESOLVED by the Catawba County Board of Commissioners that:

1. The Assessment Roll for the improvement of Bay Pointe Drive, Golden Bay Court and West Bay Drive in Bay Pointe subdivision is hereby declared to be correct, and is hereby confirmed in accordance with NCGS §153A-195.
2. The Board, pursuant to authority conferred by Chapter 153A, Article 9 of the North Carolina General Statutes, does hereby levy assessments as contained in the Assessment Roll shown on Attachment A, attached hereto and incorporated herein by reference.
3. The Catawba County Clerk is hereby directed to deliver to the Catawba County Tax Administrator the Assessment Roll.
4. The Catawba County Tax Administrator is hereby charged with collection of the assessments in accordance with the procedure established by law.
5. The Catawba County Tax Administrator is hereby further directed to publish once on the 12th day of August, 2025, a notice of confirmation of the Assessment Roll, which notice shall set forth the terms of payment of the assessments such that any assessments contained in the Assessment Roll may be paid in full, without interest to the Catawba County Tax Administrator on or prior to July 21, 2026, or any property owner may elect to pay the assessment in ten (10) annual installments bearing interest at the rate of 1.5% per annum, the first installment with interest due and payable on July 22, 2026 and the succeeding installments with interest due and payable on the same date in each succeeding year until the assessment is paid in full.

Adopted this 21st day of July 2025.

[Seal]

C. Randall Isenhower, Chairman
Catawba County Board of Commissioners

Attest:

Dale R. Stiles, Clerk to the Board
Catawba County Board of Commissioners

Attachment A

PIN	LRK	Owner	Owner2	Street Name	Lump Sum	Annual
369702869379	70755	MCCOSKEY JEFFREY D		WEST BAY DR	\$4,920.47	\$533.55
369702961943	70765	RAUSS RONALD	RAUSS ERICA	GOLDEN BAY CT	\$4,920.47	\$533.55
369702869222	70787	HEATER UTILITIES INC		WEST BAY DR	\$4,920.47	\$533.55
369702879138	70781	FILLIBEN VINCENT J JR	FILLIBEN TAMMY L	GOLDEN BAY CT	\$4,920.47	\$533.55
369702971129	70779	BRIGNOLI ANDREW J	BRIGNOLI DEBORAH L	GOLDEN BAY CT	\$4,920.47	\$533.55
369702868524	70757	SLOUP ARTHUR J JR	SLOUP JEANNE L	BAY POINTE DR	\$4,920.47	\$533.55
369702962926	70766	TRASK CAMERON J	BOWRING KATHERINE A	GOLDEN BAY CT	\$4,920.47	\$533.55
369702878506	70792	BAY POINTE HOMEOWNERS ASSOCIATION INC			\$4,920.47	\$533.55
369702970127	70780	BOMZE HAROLD L	BOMZE ELEANOR M	GOLDEN BAY CT	\$4,920.47	\$533.55
369702868655	70785	FRYDENDALL TIM	FRYDENDALL ANGELA	BAY POINTE DR	\$4,920.47	\$533.55
369702868755	70784	OPEN MGMT LLC		BAY POINTE DR	\$4,920.47	\$533.55
369702867395	70756	ZARIF AMIR M		BAY POINTE DR	\$4,920.47	\$533.55
369702972202	70778	GIBSON THEADORE C	GIBSON KAREN J	GOLDEN BAY CT	\$4,920.47	\$533.55
369702972286	70777	GIBSON JAMES T	GIBSON MARYANN	GOLDEN BAY CT	\$4,920.47	\$533.55
369702973085	70769	ONEIL SCOTT M	ONEIL CARMEN S	GOLDEN BAY CT	\$4,920.47	\$533.55
369702962743	70750	MAREEL CHESNEY	CARTER SARAH ELIZABETH	WEST BAY DR	\$4,920.47	\$533.55
369702974152	70770	MANSOUR SUHEIL F		GOLDEN BAY CT	\$4,920.47	\$533.55
369702878146	70782	LANGDON TERESA		GOLDEN BAY CT	\$4,920.47	\$533.55
369702962323	70741	MOORE FAMILY LIVING TRUST	MOORE DAVID J TRUSTEE	WEST BAY DR	\$4,920.47	\$533.55
369702960416	70754	HARPER PAUL ANDREW	HARPER DIANE GALLE	WEST BAY DR	\$4,920.47	\$533.55
369702878365	70783	PAPE CHRISTOPHER ALLEN	PAPE DANA LYNN	BAY POINTE DR	\$4,920.47	\$533.55
369702961667	70751	SAUNDERS MICHAEL L		WEST BAY DR	\$4,920.47	\$533.55
369702961600	70752	DICKSON WILLIAM A REVOCABLE TRUST	DICKSON BARBARA B REVOCABLE TRUST	WEST BAY DR	\$4,920.47	\$533.55
369702963728	70749	BERGHOFF TIMOTHY E		WEST BAY DR	\$4,920.47	\$533.55
369702964850	70748	ARMENTROUT JAMES W	ARMENTROUT JOHNNE W	WEST BAY DR	\$4,920.47	\$533.55
369702960554	70753	RICHARDSON JOSEPH W	RICHARDSON SHELLEY J	WEST BAY DR	\$4,920.47	\$533.55
369702973352	70776	WILKINSON ROBERT L		GOLDEN BAY CT	\$4,920.47	\$533.55
369702974411	70775	FORMAN ERIC	FORMAN HILARY	GOLDEN BAY CT	\$4,920.47	\$533.55
369702960869	70763	TURNER B GERALD		GOLDEN BAY CT	\$4,920.47	\$533.55
369702868931	70759	KORTESIS JIMMIE ANGELO REV LIVING TRUST	KORTESIS LORI CUDE REV LIVING TRUST	GOLDEN BAY CT	\$4,920.47	\$533.55
369702961274	70740	HITCHO VALERIE A	HITCHO CHARLES A	WEST BAY DR	\$4,920.47	\$533.55
369702869867	70761	HALIO DENNIS	HALIO MARJORIE	GOLDEN BAY CT	\$4,920.47	\$533.55
369702975377	70773	PUHAKKA KARI JUKKA	PUHAKKA LULIANA MIHAELA	GOLDEN BAY CT	\$4,920.47	\$533.55
369702975138	70771	PLYLER MICHAEL TRENT	PLYLER KELLY FEAMSTER	GOLDEN BAY CT	\$4,920.47	\$533.55
369702975478	70774	SHEKITA ALEXANDRA		GOLDEN BAY CT	\$4,920.47	\$533.55
369702975286	70772	FOX GREGORY D		GOLDEN BAY CT	\$4,920.47	\$533.55
369702965852	70747	ARMENTROUT JAMES W	ARMENTROUT JOHNNE W	WEST BAY DR	\$4,920.47	\$533.55
369702973011	70768	KIRKPATRICK JOHN M	KIRKPATRICK TARA L	GOLDEN BAY CT	\$4,920.47	\$533.55
369702961122	70739	SUTTON KELLY BARKER		WEST BAY DR	\$4,920.47	\$533.55
369702966703	70746	LITTLE CLARK W	LITTLE DONNA C	WEST BAY DR	\$4,920.47	\$533.55
369702964527	70744	MCCROBIE DANIEL E	MCCROBIE CHANTAL I	WEST BAY DR	\$4,920.47	\$533.55
369702962481	70742	HOZYASH JOSEPH G		WEST BAY DR	\$4,920.47	\$533.55
369702965615	70745	HARSHMAN LYNN LIVING TRUST	HARSHMAN LYNN ALTON TRUSTEE	WEST BAY DR	\$4,920.47	\$533.55
369702865997	11379	BROOKS RICKY D	BASS STEPHANIE J	JEFFERSON ST	\$4,920.47	\$533.55
369702963449	70743	RICHARDSON JOSEPH W	RICHARDSON SHELLEY JOY	WEST BAY DR	\$4,920.47	\$533.55
369702866734	800728	GRIZZI ROBERT R	GRIZZI NANCY L	BAY POINTE DR	\$4,920.47	\$533.55
369702866545	70790	WILLIAMS SUSAN		BAY POINTE DR	\$4,920.47	\$533.55
369702866435	70789	JACOBS RANDALL M		BAY POINTE DR	\$4,920.47	\$533.55
369702866336	70788	BLAND JOSEPH E	BLAND BRITTANY A	BAY POINTE DR	\$4,920.47	\$533.55
369702866840	800924	BEAM CHRISTOPHER S	BEAM ERIN-JAN M	BAY POINTE DR	\$4,920.47	\$533.55

BAY POINTE SUBDIVISION



catawba county



- Parcels
- Structures
- Addresses
- Bay Pointe



NORTH

1 inch equals 100 feet

MEMORANDUM

TO: Catawba County Board of Commissioners
FROM: Peter Shonka, P.E., Director of Utilities and Engineering
DATE: July 21, 2025
IN RE: Special Assessment and Public Hearing for Wellington Subdivision Road Improvements

REQUEST:

Staff requests the Board of Commissioners:

1. Conduct a public hearing to consider Wellington Subdivision Road Improvement Project, and
2. Adopt the Final Assessment Resolution for the Project.

BACKGROUND:

In 2020, in support of the Board of Commissioners' Strategic Plan, the Board of Commissioners adopted Resolution 2020-17, creating a petition-driven program to facilitate acceptance of private roads in the North Carolina Department of Transportation's (NCDOT) Secondary Road Maintenance Program by providing up-front funding to improve the roads to NCDOT Standards. As statutorily permitted, the cost of improvements may be assessed against the property owners and recouped over a 10-year period, through the special assessment process. To participate in the program, at least 75 percent of the homeowners to be assessed must voluntarily sign a petition supporting the project, and the owners who sign the petition must account for at least 75 percent of the road frontage to be improved through the assessment.

ANALYSIS:

Wellington is a subdivision located off Rocky Ford Road in the unincorporated part of Catawba County. The property owners of the portion of Wellington subdivision fronting Wellington Avenue, Dublin Lane and Devonshire Road filed a petition for improving the streets with Utilities and Engineering. The portion of Wellington subdivision included in the petition consists of 28 lots. Property owners of 23 of the 28 lots, representing 82.1% of the affected owners, signed the petition. These property owners represent approximately 8,031.10 lineal feet of the 9,696.69 lineal feet (82.8%) of total frontage.

The streets are approximately 38 years old and are in poor condition for pavement of this age. To bring the roads up to North Carolina Department of Transportation standards, trees and brush within the right-of-way will be removed; most sections of pavement will be milled 1.5 inches and overlaid with 1.5 inches of asphalt. Certain sections of pavement will be milled 2.0 inches; the gravel base will be reconditioned and after passing a proof roll test, will be overlaid with 1.5 inches of asphalt. To allow for proper road drainage, road shoulders will be graded, some culverts will be cleaned, and certain cross drains will be cleaned and/or repaired. The cost of this work is estimated to be \$338,015.65, or about \$12,071.99 per lot. The final cost and per lot assessment remains unknown until the project is bid and constructed.

The table below summarizes the statutory process for establishing private road assessments and, for the items that have been completed, provides the dates on which the Board of Commissioners took each required action. The table also outlines the remaining steps the Board will still need to take in order to implement the assessment (*noted in italics, with planned dates*).

NCGS §	Date	Action Items
153A-205	5/16/2025	Citizens petition BOC with >75% of property owners & >75% of road frontage.
153A-190 & 153A-191	6/16/2025	BOC accepts Citizen Petition, makes funding decision and adopts Preliminary Resolution describing the Project, financing and setting time for Public Hearing.
153A-192	7/21/2025	BOC holds Public Hearing on Preliminary Assessment Resolution.

153A-192	7/21/2025	<i>BOC adopts Final Resolution approving Project, setting financing terms.</i>
143-131	TBD	<i>Project is bid in accordance with NC Procurement Procedures.</i>
143-131	TBD	<i>Bid awarded.</i>
153A-193 & 194	TBD	<i>BOC determines Project Total Cost, sets date and time for Public Hearing on the Preliminary Assessment Rolls.</i>
153A-195	TBD	<i>BOC holds Public Hearing on the Preliminary Assessment Rolls annuals, confirms Preliminary Assessment Rolls. If confirmed, Tax Administrator is authorized to collect assessment fees in same manner as property taxes.</i>

ALTERNATIVES:

The alternative to adopting the Final Assessment Resolution is to take no action, and the roads will remain in their current state and maintenance responsibility status.

RECOMMENDATION:

Staff recommend the Board of Commissioners:

1. Conduct a public hearing to consider Wellington Subdivision Road Improvement Project, and
2. Adopt the Final Assessment Resolution for the Project.

Attachments:

Map of Wellington

Final Assessment Resolution for Road Improvement Project for Wellington subdivision

RESOLUTION No. 2025- 26

FINAL ASSESSMENT RESOLUTION
AUTHORIZING STREET IMPROVEMENT PROJECT
FOR WELLINGTON SUBDIVISION
JULY 21, 2025

WHEREAS, on the 16th of May 2025, the property owners of that portion of Wellington subdivision filed with the Catawba County Utilities and Engineering Department a petition for improving said street in the following manner:

Trees and brush within the right-of-way will be removed; most sections of pavement will be milled 1.5 inches and overlaid with 1.5 inches of asphalt. Certain sections of pavement will be milled 2.0 inches; the gravel base will be reconditioned and after passing a proof roll test, will be overlaid with 1.5 inches of asphalt. To allow for proper road drainage, road shoulders will be graded, some culverts will be cleaned, and certain cross drains will be cleaned and/or repaired; and

WHEREAS, the Director of Utilities and Engineering for Catawba County has certified to the Catawba County Board of Commissioners that said petition is sufficient in all respects, the same having been duly signed by more than seventy-five percent (75%) of the owners, whose property represents more than seventy-five percent (75%) of all the lineal feet of frontage of the lands abutting upon the streets or portion of streets hereinabove described; and

WHEREAS, a Preliminary Assessment Resolution has been adopted by this the Catawba County Board of Commissioners and a public hearing thereon duly held.

NOW, THEREFORE, BE IT RESOLVED by the Catawba County Board of Commissioners that:

1. That Wellington subdivision be improved in the following manner:

Trees and brush within the right-of-way will be removed; most sections of pavement will be milled 1.5 inches and overlaid with 1.5 inches of asphalt. Certain sections of pavement will be milled 2.0 inches; the gravel base will be reconditioned and after passing a proof roll test, will be overlaid with 1.5 inches of asphalt. To allow for proper road drainage, road shoulders will be graded, some culverts will be cleaned, and certain cross drains will be cleaned and/or repaired; and

under and by virtue of Chapter 153A Article 9 of the General Statutes of North Carolina and the procedure therein established for acceptance into the NCDOT State system for highway maintenance, and that said project is hereby directed to be undertaken.

2. That one hundred percent (100%) of the total cost of said improvement, be assessed upon the property receiving the improvements according to the assessment basis set out in the petition as approved by the Catawba County Board of Commissioners,

Wellington subdivision lots fronting Wellington Avenue, Dublin Lane and Devonshire Road;

That the assessment shall be payable as a lump sum or if any property owner shall so elect, such owner shall have the option of paying the assessment in ten (10) equal annual installments, said installments to bear interest at the rate of 1.5% percent per annum.

The County, and its officers, agents and attorneys are hereby directed to take any further actions as may be required by the laws of the State of North Carolina to perform the matters and things directed by this Resolution.

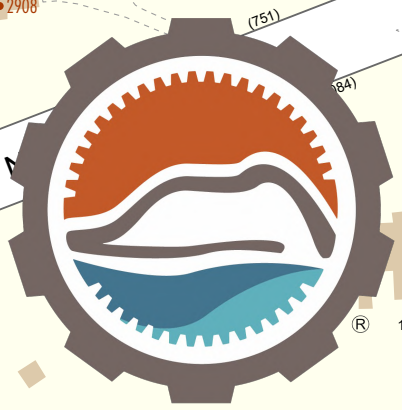
Adopted this 21st day of July 2025.

[Seal]

C. Randall Isenhower, Chairman
Catawba County Board of Commissioners

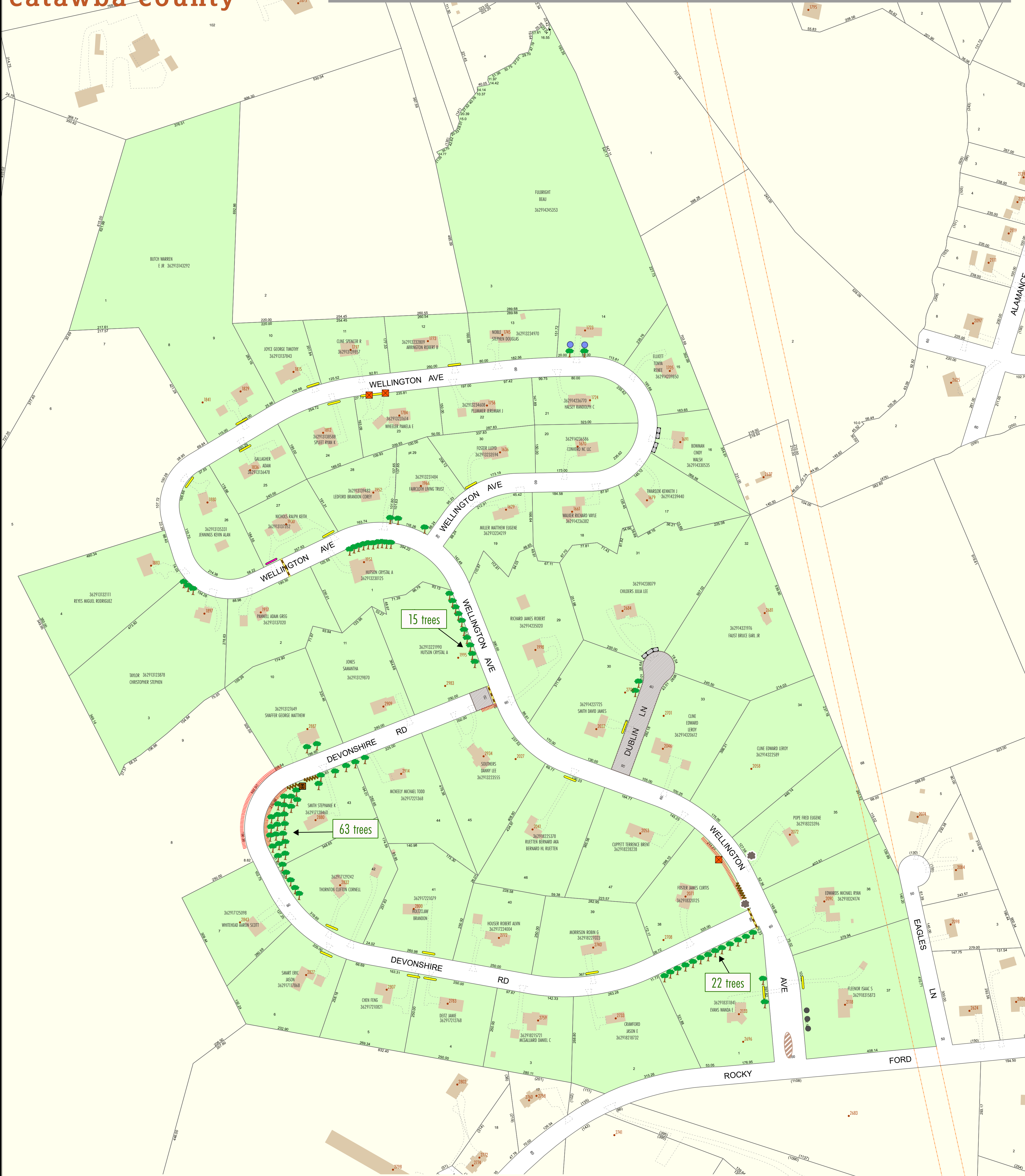
Attest:

Dale Stiles, Clerk
Catawba County Board of Commissioners



catawba county

WELLINGTON - KENSINGTON



- Duke Power Easements

Addresses

Driveways

Structures

Recondition road base

Sign Removal

Clean cross drain
- Shoulder graded and grassed

Driveway culvert replaced

Pull Ditch

Reduce block to 2 high

Clean driveway culvert

Drainage box replaced

Box Cleanup
- Concrete bars removed

Filter fabric and riprap

Trees Removed

Remove Columns

Wellington - Kensington Subdivision



1 inch equals 150 feet



catawba county
tax office

Memorandum

TO: Catawba County Board of Commissioners

FROM: Lori Mathes, Tax Collector

DATE: July 21, 2025

Re 2024 Annual Tax Settlement

In accordance with N.C.G.S 105-373(a)(1):

The following reports may be obtained upon request (1) a list of persons owning real property whose taxes for 2024 remain unpaid along with the principal amount owed by each person (2) a list of the persons not owning real property whose personal property taxes for 2024 remain unpaid along with the principal amount owed by each taxpayer, (3) a list of persons with unpaid registered motor vehicle taxes, (4) a list of persons with unpaid delinquent real and personal property taxes.

In compliance with N.C.G.S 105-373(a)(3) and 105-373(a)(4)(b) attached hereto is a report that provides the information set forth by N.C.G.S for current and prior years which includes collected and delinquent tax for real and personal property.

In compliance with N.C.G.S 105-373 (a)(3) and 105-373 (a)(4)(b) attached hereto is a report that provides the information set forth by N.C.G.S for current and prior years which includes collected and delinquent taxes for motor vehicles

Further, I hereby certify that I have made diligent efforts to collect the taxes due from the persons listed in such a manner that is reasonable necessary as prescribed and allowed by law

Approved: In a Meeting July 21, 2025
Catawba County Board of Commissioners

Clerk, Catawba County Board of Commissioners

catawbacountync.gov

Catawba County Government Center

25 Government Drive | PO Box 368 | Newton NC 28658 | 828.465.8408

MAKING. LIVING. BETTER.

Pursuant to the provisions of N.C.G.S 105-373, this memorandum is the Tax Collector's report of settlement to the Catawba County Board of Commissioners for Fiscal Year 2025 (2024 tax year)

The total FY 2024 Real Estate, Personal Property, and Registered Motor Vehicles are as follows:

REAL ESTATE / PERSONAL PROPERTY TAXES - CATAWBA COUNTY	
LEVY AS OF 06/30/2025	115,884,591.09
BALANCE OUTSTANDING AS OF 06/30/2025	1,774,727.10
COLLECTED AMOUNT AS OF 06/30/2025	114,109,863.99
COLLECTION RATE FOR CATAWBA COUNTY 2024	98.47%
MOTOR VEHICLE TAXES - CATAWBA COUNTY	
LEVY AS OF 06/30/2025	9,518,516.83
BALANCE OUTSTANDING AS OF 06/30/2025	\$ 132,058.88
COLLECTED AMOUNT AS OF 06/30/2025	\$ 9,386,457.95
COLLECTION RATE FOR CATAWBA COUNTY 2024	98.61%

FIRE TAX (REAL / PERSONAL)

LEVY AS OF 06/30/2025	\$ 12,601,956.30
BALANCE OUTSTANDING AS OF 06/30/2025	\$ 245,391.33
COLLECTED AMOUNT AS OF 06/30/2025	12,356,564.97
COLLECTION RATE FOR CATAWBA COUNTY 2024	98.05%

Report of persons owning property in Catawba County for the preceding fiscal year that remain unpaid is available for inspection and review upon request. The Tax Collector has made diligent efforts to collect the taxes due from the individuals listed by utilizing the remedies available for collection.

COLLECTIONS FROM OTHER SOURCES

Real and Personal Property Taxes

2023 & Prior Years Principal - County & Fire Districts	1,377,309.31
2024 & Prior Years -- Penalty & Interest	615,584.05

Vehicle Tax

2023 & Prior Years Principal - County & Fire Districts	2,281.41
2024 & Prior Years --Penalty & Interest Vehicle Tax	69,713.11
Prepaid Tax Distribution on 2024 County Tax (RE/PP)	86,589.91
NSF Check Charges	6,289.55
Garnishment & Attachment Fees	59,244.40
*Municipal Collection Charges for Motor Vehicles	
Cities	190,556.00

***MUNICIPAL COLLECTION CHARGES**

Brookford	360	bills	4.00	1,440.00
Catawba	855	bills	4.00	3,420.00
Claremont	1,318	bills	4.00	5,272.00
Conover	6,084	bills	4.00	24,336.00
Hickory	24,895	bills	4.00	99,580.00
Longview	2,979	bills	4.00	11,916.00
Maiden	2,784	bills	4.00	11,136.00
Maiden - Lincoln County Bills	9	bills	4.00	36.00
				33,420.00
Newton	8,355	bills	4.00	
Totals	47,639.00			190,556.00

2024 COLLECTIONS INFORMATION BY CITY AND TOWN
Real Estate and Personal Property

	LEVY	COLLECTED	OUTSTANDING BALANCE	PERCENT
BROOKFORD	184,211	177,397	6,814	96.30%
CATAWBA	819,655	805,514	14,141	98.27%
CLAREMONT	3,346,306	3,338,125	8,181	99.76%

CONOVER	7,591,575	7,483,606	107,968	98.58%
HICKORY	35,148,703	34,739,821	408,882	98.84%
LONG VIEW	2,134,346	2,044,479	89,867	95.79%
MAIDEN	8,483,159	8,445,913	37,246	99.56%
MDN	13,542	13,542	0	100.00%
NEWTON	8,666,258	8,547,843	118,415	98.63%



CATAWBA COUNTY

2024 TAX SETTLEMENT REPORT
July 21, 2025

BACKGROUND

- Each year the County Tax Collector is required to make an annual settlement report to the Board of Commissioners
 - N.C.G.S 105-373

YEAR END SUMMARY REAL ESTATE AND PERSONAL PROPERTY

- Property Tax Levy was \$115,884,591
- Collection Rate of 98.47% for Real Estate and Personal Property
- Remaining Outstanding Levy \$1,774,727

HISTORIC COLLECTION RATES

2000/01		2000		98.53%
2001/02		2001		98.52%
2002/03		2002		98.47%
2003/04		2003		98.30%
2004/05		2004		98.24%
2005/06		2005		98.14%
2006/07		2006		98.04%
2007/08		2007		97.92%
2008/09		2008		97.34%
2009/10		2009		97.30%
2010/11		2010		97.27%
2011/12		2011		96.98%
2012/13		2012		96.95%
2013/14		2013		97.34%
2014/15		2014		97.83%
2015/16		2015		98.01%
2016/17		2016		98.19%
2017/18		2017		98.20%
2018/19		2018		98.50%
2019/20		2019		98.38%
2020/21		2020		98.85%
2021/22		2021		98.95%
2022/23		2022		98.85%
2023/24		2023		98.73%
2024/25		2024		98.47%

YEAR END SUMMARY MOTOR VEHICLES

- Property Tax Levy was \$9,518,516.83
- Collection Rate of 98.61% for Registered Motor Vehicles
- Remaining Outstanding Levy \$132,058.88

YEAR END SUMMARY OF ALL SPECIAL ASSESSMENT PROJECTS

- Currently we have 9 Special Assessment Project billed out
- Total number of parcels 357
- Total amount billed out \$1,845,646.84
- Total amount collected to date \$441,358.38

YEAR END FORECLOSURE SUMMARY

- 224 pre-foreclosure letters were requested by the collectors
- 135 pre-foreclosure letters were sent out by our legal department
- 52 parcels that had received pre-foreclosure letters were paid in full
- 48 arrangements were made in direct response to a pre-foreclosure letter a taxpayer received, with 2 of those arrangements being paid in full
- 98 parcels were submitted to ZLS
- To date, the ZLS foreclosure program has involved 1,207 parcels submitted (1,055 of which are now closed), producing \$6,048,332 of taxes paid with \$170,672 in out of pocket expenses for an ROI of 3443%

- Two promotions and two resignations opened the door for four new hires, strengthening the positive climate and culture in the Collection Division.
- Transition to new billing and collection software has offered opportunity for the tax staff; however, we are overcoming obstacles and looking forward to utilizing the system enhancements that will be part of a fully integrated software.
- Collection rate of 98.47% reflects staff's ongoing commitment of optimal usage of all enforced collection methods available.
- We remain committed to providing exceptional customer service to the citizens of Catawba County.

CONCLUSION





catawba county tax office

Memorandum

TO: Catawba County Board of Commissioners

FROM: Lori Mathes, Tax Collector

DATE: July 21, 2025

Re 2025 Order of Collections

The Catawba County Tax Office requests the Board of Commissioners approve the 2025 Annual Order of Collections included in your packet. This order is required each year by NCGS 105-321(b) to authorize the Tax Office to collect taxes and to pursue delinquent collections remedies as allowed by law.

catawbacountync.gov

Catawba County Government Center

25 Government Drive | PO Box 368 | Newton NC 28658 | 828.465.8408

MAKING. LIVING. BETTER.

ORDER OF COLLECTION

NORTH CAROLINA, CATAWBA

TO THE TAX COLLECTOR OF CATAWBA COUNTY

GENERAL STATUTE 105-321(b)

You are hereby authorized, empowered, and commanded to collect the taxes set for in the tax records, filed in the Office of the Catawba County Tax Assessor and the tax receipts herewith delivered to you, in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be first lien upon all real property of the respective taxpayers in Catawba County and this order shall be a full and sufficient authority to direct, require and enable you to levy on and sell any real and personal property of such taxpayers, for and on account thereof, in accordance with law.

Witness my hand official seal, this 21st day of July, 2025.

_____(Seal)
C. Randall Isenhower
Chairman, Board of County Commissioners

Attest:

Dale R. Stiles
Clerk to the Board

MEMORANDUM

TO: Catawba County Board of County Commissioners
FROM: Paul Murray, Assistant County Manager
DATE: July 21, 2025
SUBJECT: Mountain View Fire Station Property Acquisition

REQUEST

Staff requests the Board of County Commissioners approve purchase of the Mountain View Eddie A. Whitener Fire Station located at 3323 S. Hwy 127 for \$800,000 and authorize the County Manager to execute all documents necessary to complete the purchase, subject to satisfactory due diligence.

BACKGROUND

Mountain View Volunteer Fire Department is in the process of constructing a new fire station on Zion Church Rd. in Mountain View, which they expect to be completed by October 2025. This new station will replace the existing Eddie A. Whitener Station, located at 3323 S. Hwy 127. The County currently rents a portion of this base to serve as the Mountain View EMS Base, given its strategic location from a response perspective. With Mountain View Volunteer Fire no longer needing this property once the new base is completed, the County engaged with its board of directors about potentially purchasing this property. After negotiations, both parties agreed on a purchase price of \$800,000.

The station recommended for purchase has a current tax value of \$534,000 and is approximately 5,000 square feet with 5 bays and is situated on 1.19 acres. The County's Mountain View EMS unit currently occupies 1 of these bays, and this purchase would allow for spare ambulance/equipment storage and future EMS expansion in one of the fastest growing areas of the County with minimal capital construction cost.

No funding is needed to support this acquisition, as previously appropriated funds are available in the existing Mountain View EMS base project.

ANALYSIS/ALTERNATIVES

When initially researching this property there were concerns of the impact of the planned NC 127 widening. After discussions with NCDOT, staff are confident that the State will not disrupt public safety functions, and the widening will not negatively impact the base. Additionally, this widening project is currently not planned to begin construction until 2029 and is not fully funded, meaning it may also be subject to future delays.

If the existing station is not purchased, the County will need to find a suitable alternative for locating the Mountain View EMS unit. In the short term, this would involve relocating EMS crews to another nearby EMS/Fire Station, which Emergency Services staff estimate would add an average of 4 minutes to the area's response time. Longer term, it would require locating and purchasing property and constructing a new base, which is expected to be significantly more expensive (\$3.5 million+) than the proposed purchase price.

RECOMMENDATION

Staff recommends the Board of County Commissioners approve purchase of the Mountain View Eddie A. Whitener Fire Station located at 3323 S. Hwy 127 for \$800,000 and authorize the County Manager to execute all documents necessary to complete the purchase, subject to satisfactory due diligence.

MEMORANDUM

TO: Catawba County Board of Commissioners

FROM: Peter Shonka, P.E., Utilities & Engineering Director

DATE: July 21, 2025

IN RE: Langdon Ridge Subdivision Road Improvement Project: Construction Bid Award and Appropriation.

REQUEST:

Staff requests the Board of Commissioners:

1. Award the bid for the Langdon Ridge Subdivision Road Improvements to Midstate Contractors, Inc., of Hickory, in the amount of \$29,768.91;
2. Transfer \$35,000 from Subdivision Road Improvement Future Projects; and
3. Authorize the County Manager to execute all necessary documents associated with the project.

BACKGROUND:

In 2020, the Board established a petition-driven program to facilitate acceptance of private roads into NCDOT's Secondary Road Maintenance Program, which is consistent with NCGS §153A-185 *Authority to Make Special Assessments*. Through this program, the County provides up-front financing to improve private roads to NCDOT standards, so NCDOT can assume maintenance responsibility. The cost of improvements is assessed against the property owners and recouped over a 10-year period through the special assessment process. To participate in the program, at least 75 percent of the homeowners to be assessed must voluntarily sign a petition supporting the project, and the owners who sign the petition must account for at least 75 percent of the road frontage to be improved through the assessment. The Board of Commissioners must then authorize the project prior to any construction efforts. In 2022, the Board established the \$2.5 Million Subdivision Road Improvement Fund and authorized the dedication of special assessment repayment revenue to the Fund, thereby establishing a clear funding mechanism for subdivision road improvement projects.

Property owners of the Langdon Ridge subdivision, fronting Langdon Road, followed the above process to petition the County to finance repairs to their subdivision roads for the purpose of bringing the roads up to NCDOT standards. Langdon Ridge subdivision is located at the end of Langdon Road and consists of eight (8) homes or lots. The repairs consist of removal of objects within rights-of-way; the pavement will be milled 1.5 inches and overlaid with 1.5 inches of asphalt.

The table below summarizes the statutory process for establishing private road assessments and, for the items that have already been completed, provides the dates on which the Board of Commissioners each took the required action. The table also outlines the remaining steps the Board will still need to take to implement the assessment (*noted in italics*).

NCGS §	Date	Action Items
153A-205	2/18/2025	Citizens petition BOC with >75% of property owners & >75% of road frontage.
153A-190 & 153A-191	4/7/2025	BOC accepts Citizen Petition, makes funding decisions and adopts Preliminary Resolution describing the Project, financing and setting time for Public Hearing.
153A-190 & 153A-191	5/5/2025	BOC accepts Citizen Petition, makes funding decisions and adopts Preliminary Resolution describing the Project, financing and setting time for Public Hearing.
153A-192	5/19/2025	BOC holds Public Hearing on Preliminary Assessment Resolution.
153A-192	5/19/2025	BOC considers adopting Final Resolution approving Project, setting financing terms.
143-131	6/2/2025	Project is bid in accordance with NC Procurement Procedures.

143-131	7/21/2025	<i>Bid awarded.</i>
153A-193 & 194	<i>tbd</i>	<i>BOC determines Project Total Cost, sets date and time for Public Hearing on the Preliminary Assessment Rolls.</i>
153A-195	<i>tbd</i>	<i>BOC holds Public Hearing on the Preliminary Assessment Rolls annuals, confirms Preliminary Assessment Rolls. If confirmed, Tax Administrator is authorized to collect assessment fees in the same manner as property taxes.</i>

On June 25, 2025, the County received a total of three (3) bids for Langdon Ridge:

Midstate Contractors, Inc.	\$29,768.91
JT Russell & Sons, Inc.	\$41,574.90
Onsite Development, LLC	\$51,912.80

The lowest responsive bid is from Midstate Contractors, Inc. for \$29,768.91, which is 17.6% lower than the estimated cost.

The minimum assessment for each affected parcel in Langdon Ridge, based on the bid only, is estimated to be \$3,721.11. Statutorily, the project's total cost may include the actual construction cost, necessary legal costs, and the cost of publishing and mailing notices and resolutions and will be finalized at the end of the project.

RECOMMENDATION:

Staff recommend the Board of Commissioners:

1. Award the bid for the Langdon Ridge Subdivision Road Improvements to Midstate Contractors, Inc., of Hickory, in the amount of \$29,768.91;
2. Transfer \$35,000 from Subdivision Road Improvement Future Projects; and
3. Authorize the County Manager to execute all necessary documents associated with the project.

Transfer:

413-460113-868505-19990	Subdivision Road Improvement Future Projects	\$35,000
413-460113-868505-17012	Langdon Ridge Subdivision Road Improvements	\$35,000

MEMORANDUM

TO: Catawba County Board of Commissioners

FROM: Peter Shonka, P.E., Utilities & Engineering Director

DATE: July 21, 2025

IN RE: Mountain Creek Ridge Subdivision Road Improvement Project: Construction Bid Award and Appropriation.

REQUEST:

Staff requests the Board of Commissioners:

1. Award the bid for the Mountain Creek Ridge Subdivision Road Improvements to Midstate Contractors, Inc., of Hickory, in the amount of \$238,805.00;
2. Transfer \$245,000 from Subdivision Road Improvement Future Projects; and
3. Authorize the County Manager to execute all necessary documents associated with the project.

BACKGROUND:

In 2020, the Board established a petition-driven program to facilitate acceptance of private roads into NCDOT's Secondary Road Maintenance Program, which is consistent with NCGS §153A-185 *Authority to Make Special Assessments*. Through this program, the County provides up-front financing to improve private roads to NCDOT standards, so NCDOT can assume maintenance responsibility. The cost of improvements is assessed against the property owners and recouped over a 10-year period through the special assessment process. To participate in the program, at least 75 percent of the homeowners to be assessed must voluntarily sign a petition supporting the project, and the owners who sign the petition must account for at least 75 percent of the road frontage to be improved through the assessment. The Board of Commissioners must then authorize the project prior to any construction efforts. In 2022, the Board established the \$2.5 Million Subdivision Road Improvement Fund and authorized the dedication of special assessment repayment revenue to the Fund, thereby establishing a clear funding mechanism for subdivision road improvement projects.

Property owners of the Mountain Creek Ridge subdivision, fronting Mountain Creek Drive, Creek Bend Court, Stonemill Path and Falls Ridge Trail followed the above process to petition the County to finance repairs to their subdivision roads for the purpose of bringing the roads up to NCDOT standards. Mountain Creek Ridge subdivision is located off Little Mountain Road and consists of forty-six homes or lots. The repairs consist of removal of objects within rights-of-way; most sections of pavement will be milled 1.5 inches and overlaid with 1.5 inches of asphalt. Certain sections of pavement will be milled 2.0 inches; the gravel base will be reconditioned and after passing a proof roll test, will be overlaid with 1.5 inches of asphalt. Some sections of pavement will not be milled and will be overlaid with 1.0 inches of asphalt.

The table below summarizes the statutory process for establishing private road assessments and, for the items that have already been completed, provides the dates on which the Board of Commissioners each took the required action. The table also outlines the remaining steps the Board will still need to take to implement the assessment (*noted in italics*).

NCGS §	Date	Action Items
153A-205	4/1/2025	Citizens petition BOC with >75% of property owners & >75% of road frontage.
153A-190 & 153A-191	5/5/2025	BOC accepts Citizen Petition, makes funding decisions and adopts Preliminary Resolution describing the Project, financing and setting time for Public Hearing.
153A-192	6/2/2025	BOC holds Public Hearing on Preliminary Assessment Resolution.
153A-192	6/2/2025	BOC considers adopting Final Resolution approving Project, setting financing terms.
143-131	6/4/2025	Project is bid in accordance with NC Procurement Procedures.

143-131	7/21/2025	<i>Bid awarded.</i>
153A-193 & 194	<i>tbd</i>	<i>BOC determines Project Total Cost, sets date and time for Public Hearing on the Preliminary Assessment Rolls.</i>
153A-195	<i>tbd</i>	<i>BOC holds Public Hearing on the Preliminary Assessment Rolls annuals, confirms Preliminary Assessment Rolls. If confirmed, Tax Administrator is authorized to collect assessment fees in the same manner as property taxes.</i>

On June 25, 2025, the County received a total of three (3) bids for Mountain Creek Ridge:

Midstate Contractors, Inc.	\$238,805.00
JT Russell & Sons, Inc.	\$289,610.00
Onsite Development, LLC	\$291,750.00

The lowest responsive bid is from Midstate Contractors, Inc. for \$238,808.00, which is 18.1% lower than the estimated cost.

The minimum assessment for each affected parcel in Mountain Creek Ridge, based on the bid only, is estimated to be \$5,191.48. Statutorily, the project's total cost may include the actual construction cost, necessary legal costs, and the cost of publishing and mailing notices and resolutions and will be finalized at the end of the project.

RECOMMENDATION:

Staff recommend the Board of Commissioners:

1. Award the bid for the Mountain Creek Ridge Subdivision Road Improvements to Midstate Contractors, Inc., of Hickory, in the amount of \$238,805.00;
2. Transfer \$245,000.00 from Subdivision Road Improvement Future Projects; and
3. Authorize the County Manager to execute all necessary documents associated with the project.

Transfer:

413-460113-868505-19990	Subdivision Road Improvement Future Projects	\$245,000
413-460113-868505-17013	Mountain Creek Ridge Subdivision Road Improvements	\$245,000



MEMORANDUM

TO: Mary Furtado, Catawba County Manager
FROM: Tina Miller, Area Agency on Aging Director *TM*
DATE: June 30, 2025
RE: **Recommendations to the Commissioners**
Home and Community Care Block Grant SFY 2025-2026

Background: The Home and Community Care Block Grant (HCCBG) and related funding is granted to Catawba County for the provision of services to persons over the age of 60. The Catawba County Commissioners appointed the Catawba County HCCBG Advisory Committee as the planning committee and the Western Piedmont Council of Governments as lead agency for planning, to bring recommendations to the Board of Commissioners concerning use of the funds.

I. County Funding Allocations SFY 2025-2026

The Catawba County HCCBG allocations and related funding are:

Funding	Fed/State Amount	Local Match*
HCCBG	\$1,047,517	\$116,391

***Please note that all funding requires a 10% local match. The following agencies provide the match for services that they provide: Catawba Council on Aging, Neighbor's Network, Adult Life Programs, Comfort Keepers, Foothills Service Project and Greenway Transit.**

County agencies (Catawba County Department of Social Services) provide the match from their department/agency budgets.

II. Service Allocation Recommendations

The Home and Community Block Grant funding can support a variety of services, as specified by the NC Division of Aging and Adult Services. The Catawba County HCCBG Advisory Committee has chosen to recommend funding for 10 services for Catawba County for SFY 2025-2026.

Catawba County will receive \$1,027,602 for HCCBG Services for the service period of July 1, 2025-June 30, 2026. This amount is the same as FY25 at this time – the amount could change after a budget is passed.

Please accept the attached budget summary as the recommendation of the Catawba HCCBG Advisory Committee and WPCOG Area Agency on Aging concerning service/funding allocations for the Home and Community Care Block Grant for SFY 2025-2026.

III. Service Provider Designation

The Catawba County HCCBG Advisory Committee recommends the following services and provider designations for SFY 2025-2026:

Home and Community Care Block Grant SFY 2025-2026

<u>Service</u>	<u>Agency</u>
Senior Center Operations	Catawba Council on Aging
Senior Center Operations	Neighbor's Network
Home Delivered Meals	Catawba County Department of Social Services
Congregate Meals	Catawba County Department of Social Services
Adult Day Care	Adult Life Programs, Inc
Adult Day Health	Adult Life Programs, Inc.
In-Home Aide Level II	Comfort Keepers
In-Home Aide Level III	Comfort Keepers
General Transportation	WPRTA dba Greenway Transit
Housing & Home Improvement	Foothills Service Project

Action Requested

Commissioner's Approval of Home and Community Care Block Grant SFY 2025-2026 Recommendations (Services funded, Service Allocations and Provider Designation) from the Catawba County HCCBG Advisory Committee.



HCCBG ALLOCATIONS - SFY 2026

CATAWBA COUNTY

SERVICE	PROVIDER	STATE/FEDERAL FUNDS	LOCAL MATCH	FY26
Sr. Center Operations	Catawba Council on Aging	\$119,106	\$13,234	\$132,340
Sr. Center Operations	Neighbor's Network	\$54,000	\$6,000	\$60,000
Info. & Options Counseling	Catawba DSS	\$0	\$0	\$0
Congregate Meals	Catawba DSS	\$134,100	\$14,900	\$149,000
Home Delivered Meals	Catawba DSS	\$209,700	\$23,300	\$233,000
Housing & Home Improvement	Foothills Service Project	\$50,011	\$5,557	\$55,568
Adult Day Care	Adult Life Programs	\$9,000	\$1,000	\$10,000
Adult Day Health	Adult Life Programs	\$72,000	\$8,000	\$80,000
In-Home Aide, Level II	Comfort Keepers	\$138,960	\$15,440	\$154,400
In-Home Aide, Level III	Comfort Keepers	\$197,640	\$21,960	\$219,600
General Transportation	Greenway Transit	\$63,000	\$7,000	\$70,000
TOTAL		\$1,047,517	\$116,391	\$1,163,908

Budget approved by Catawba HCCBG Planning Committee 4/22/2025.

Projected Budget as of 6-26-25

July 1, 2025 through June 30, 2026

Home and Community Care Block Grant for Older Adults

Agreement for the Provision of County-Based Aging Services

This Agreement, entered into as of this 1st day of July, 2025, by and between the County of Catawba (hereinafter referred to as the "County") and the Western Piedmont Council of Governments Area Agency on Aging, (hereinafter referred to as the "Area Agency").

Witnesseth:

WHEREAS, the Area Agency and the County agree to the terms and conditions for provision of aging services in connection with activities financed in part by Older Americans Act grant funds, provided to the Area Agency from the United States Department of Health and Human Services through the North Carolina Division of Aging (DOA) and state appropriations made available to the Area Agency through the North Carolina Division of Aging, as set forth in a) this document, b) the County Funding Plan, as reviewed by the Area Agency and the Division of Aging, c) the Division of Aging Home and Community Care Block Grant Procedures Manual for Community Service Providers, d) the Division of Aging Service Standards Manual, Volumes I through IV, and, e) the Division of Aging Community Service Providers Monitoring Guidelines.

NOW THEREFORE, in consideration of these premises, and mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. As provided in the Area Plan, community service providers specified by the County to encourage maximum collocation and coordination of services for older persons are as follows:
Adult Life Programs
Catawba County Council on Aging
Catawba County Dept. of Social Services
Comfort Keepers
Foothills Service Project
Neighbor's Network
Western Piedmont Regional Transit Authority dba Greenway Transit
- 1(a) The Community Service Provider(s), shall be those specified in the County Funding Plan on the Provider Services Summary format(s) (DOA-732) for the period ending June 30 for the year stated above.
2. Availability of Funds. The terms set forth in this Agreement for payment are contingent upon the receipt of Home and Community Care Block Grant funding by the Area Agency.

3. Grant Administration. The grant administrator for the Area Agency shall be Tina Miller, Director. The grant administrator for the County shall be Mary Morrison, Chief Financial Officer.

It is understood and agreed that the grant administrator for the County shall represent the County in the performance of this Agreement. The County shall notify the Area Agency in writing if the administrator changes during the grant period. Specific responsibilities of the grant administrator for the County are provided in paragraph seven (7) of this Agreement.

4. Services authorized through the County Funding Plan, as specified on the Provider Services Summary format(s) (DOA-732) are to commence no later than July 1 of the state fiscal year and shall be undertaken and pursued in such sequence as to assure their expeditious completion. All services required hereunder shall be completed on or before the end of the Agreement period, June 30 of the state fiscal year.
5. Assignability and Contracting. The County shall not assign all or any portion of its interest in this Agreement. Any purchase of services with Home and Community Care Block Grant for Older Adults funding shall be carried out in accordance with the procurement and contracting policy of the community services provider or, where applicable, the Area Agency, which does not conflict with procurement and contracting requirements contained in 45 CFR Part 75, Subpart D-Post Federal Award Requirements, Procurement Standards. Federal funds shall not be awarded to any subrecipients who have been suspended or debarred by the Federal government. In addition, Federal funds may not be used to purchase goods or services costing over \$100,000 from a vendor that has been suspended or debarred from Federal grant programs.
6. Compensation and Payments to the County. The County shall be compensated for the work and services actually performed under this Agreement by payments to be made monthly by the Area Agency. Total reimbursement to the community service providers under this Agreement may not exceed the grand total of Block Grant funding, as specified on the Provider Services Summary format (DOA-732).

(a) Interim Payments to the County

Upon receipt of a written request from the County, the Division of Aging, through the Area Agency, will provide the County Finance Officer with an interim payment equivalent to seventy percent (70%) of one-twelfth (1/12) of the County's Home and Community Care Block Grant allocation by the 22nd of each month.

(b) Reimbursement of Service Costs

Reimbursement of service costs are carried out as provided in Section 3 of the N.C. Division of Aging Home and Community Care Block Grant Procedures Manual for Community Service Providers, revised February 17, 1997.

c) Role of the County Finance Director

The County Finance Director shall be responsible for disbursing Home and Community Care Block Grant Funding to Community Service Providers in accordance with procedures specified in the N.C. Division of Aging Home and Community Care Block Grant Manual for Community Service Providers, revised February 17, 1997.

(d) Payment of Administration on Aging Nutrition Services Incentive Program (NSIP) Subsidy

NSIP subsidy for congregate and home delivered meals will be disbursed by the Division of Aging through the Area Agency to the County on a monthly basis, subject to the availability of funds as specified in Section 3 of the N.C. Division of Aging Home and Community Care Block Grant Procedures Manual for Community Services Providers, revised February 17, 1997.

If through the US Department of Agriculture Area Agency on Aging Elections Project, the County elects to receive a portion of its USDA entitlement in the form of surplus commodity foods in lieu of cash, the Area Agency will notify the County in writing of its community valuation upon notification from the Division of Aging. The delivery of commodity and bonus foods is subject to availability. The County will not receive cash entitlement in lieu of commodities that are unavailable or undelivered during the Agreement period.

7. Reallocation of Funds and Budget Revisions. Any reallocation of Block Grant funding between counties shall be voluntary on the part of the County and shall be effective only for the period of the Agreement. The reallocation of Block Grant funds between counties will not affect the allocation of future funding to the County. If during the performance period of the Agreement, the Area Agency determines that a portion of the Block Grant will not be expended, the grant administrator for the County shall be notified in writing by the Area Agency and given the opportunity to make funds available for reallocation to other counties in the Planning and Service Area or elsewhere in the state.

The County may authorize community service providers to implement budget revisions which do not cause the County to fall below minimum budgeting requirements for access, in-home, congregate, and home delivered meals services, as specified in Division of Aging budget instructions issued to the County. If a budget revision will cause the County to fall below minimum budgeting requirements for any of the aforementioned services, as specified in Division of Aging budgeting instructions issued to the County, the grants administrator for the

County shall obtain written approval for the revision from the Area Agency prior to implementation by the community service provider, so as to assure that regional minimum budgeting requirements for the aforementioned services will be met.

Unless community services providers have been given the capacity to enter data into the Aging Resources Management System (ARMS), Area Agencies on Aging are responsible for entering amended service data into the Division of Aging Management Information System, as specified in the N.C. Division of Aging Home and Community Care Block Grant Procedures Manual for Community Service Providers, revised February 17, 1997.

8. Monitoring. This Agreement will be monitored to assure that services are being provided as stated in the Division of Aging and Adult Service Monitoring Policies and Procedures at <http://www.ncdhhs.gov/aging/monitor/mpolicy.htm>.

The monitoring of services provided under this Agreement shall be carried out by the Area Agency on Aging in accordance with its Assessment Plan and as specified in Administrative Letter 12-08. As of July 1, 2012, DOA Program Compliance Representatives (PCRs) are no longer monitoring HCCBG services provided through county departments of social services.

Counties and community service providers will receive a written report of monitoring findings in accordance with procedures established in Section 308 of the AAA Policies and Procedures Manual (<http://www.ncdhhs.gov/aging/monitor/mpolicy.htm>). Any areas of non-compliance will be addressed in a written corrective action plan with the community service provider.

9. Disputes and Appeals. Any dispute concerning a question of fact arising under this Agreement shall be identified to the designated grants administrator for the Area Agency. In accordance with Lead Regional Organization (LRO) policy, a written decision shall be promptly furnished to the designated grants administrator for the County.

The decision of the LRO is final unless within twenty (20) days of receipt of such decision the Chairman of the Board of Commissioners furnishes a written request for appeal to the Director of the North Carolina Division of Aging, with a copy sent to the Area Agency. The request for appeal shall state the exact nature of the complaint. The Division of Aging will inform the Chairman of the Board of Commissioners of its appeal procedures and will inform the Area Agency that an appeal has been filed. Procedures thereafter will be determined by the appeals process of the Division of Aging. The state agency address is as follows:

Director
North Carolina Division of Aging
2101 Mail Service Center
693 Palmer Drive
Raleigh, North Carolina 27699-2101

10. Termination for Cause. If through any cause, the County shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or the County has or shall violate any of the covenants, agreements, representations or stipulations of this Agreement, the Area Agency shall have the right to terminate this Agreement by giving the Chairman of the Board of Commissioners written notice of such termination no fewer than fifteen (15) days prior to the effective date of termination. In such event, all finished documents and other materials collected or produced under this Agreement shall at the option of the Area Agency, become its property. The County shall be entitled to receive just and equitable compensation for any work satisfactorily performed under this Agreement.
11. Audit. The County agrees to have an annual independent audit in accordance with North Carolina General Statutes, North Carolina Local Government Commission requirements, Division of Aging Program Audit Guide for Aging Services and Federal Office of Budget and Management (OMB) Uniform Guidance 2 CFR Part 200.

Community service providers, as specified in paragraph one (1), who are not units of local government or otherwise subject to the audit and other reporting requirements of the Local Government Commission are subject to audit and fiscal reporting requirements, as stated in NC General Statute 143C-6-22 and 23 and OMB Uniform Guidance CFR 2 Part 200, where applicable. Applicable community service providers must send a copy of their year-end financial statements, and any required audit, to the Area Agency on Aging. Home and Community Care Block Grant providers are not required to submit Activities and Accomplishments Reports. For-profit corporations are not subject to the requirements of OMB Uniform Guidance 2 CFR Part 200, but are subject to NC General Statute 143C-6-22 and 23 and Yellow Book audit requirements, where applicable. **Federal funds** may not be used to pay for a **Single or Yellow Book audit** unless it is a federal requirement. **State funds** will not be used to pay for a **Single or Yellow Book audit** if the provider receives less than \$500,000 in state funds. The Department of Health and Human Services will provide confirmation of federal and state expenditures at the close of the state fiscal year. Information on audit and fiscal reporting requirements can be found at <https://www.ncgrants.gov/NCGrants/PublicReportsRegulations.jsp>

The following provides a summary of reporting requirements under NCGS 143C-6-22 and 23 and OMB Uniform Guidance 2 CFR Part 200 based upon funding received and expended during the service provider's fiscal year.

<u>Annual Expenditures</u>	<u>Report Required to AAA</u>	<u>Allowable Cost for Reporting</u>
<ul style="list-style-type: none"> • Less than \$25,000 in State or Federal funds 	Certification form and State Grants Compliance Reporting <\$25,000 (item # 11, Activities and Accomplishments does <u>not</u> have to be completed)	N/A

OR
Audited Financial Statements in
Compliance with GAO/GAS
(i.e. Yellow Book)

- | | | |
|--|---|------------|
| <ul style="list-style-type: none"> • Greater than \$25,000 and less than \$500,000 in State Funds or \$750,000 in Federal Funds | <p>Certification form and Schedule of Grantee Receipts >\$25,000 and Schedule of Receipts and Expenditures</p> | <p>N/A</p> |
|--|---|------------|

OR
Audited Financial Statements in
Compliance with GAO/GAS
(i.e. Yellow Book)

- | | | |
|--|---|---|
| <ul style="list-style-type: none"> • \$500,000 + in State funds but Federal pass through in an amount less than \$750,000 | <p>Audited Financial Statement in compliance with GAO/GAS (i.e. Yellow Book)</p> | <p>May use State funds, but <u>not</u> Federal Funds</p> |
| <ul style="list-style-type: none"> • \$500,000+ in State funds <u>and</u> \$750,000+ in Federal pass through funds | <p>Audited Financial Statement in compliance with OMB Uniform Guidance 2 CFR Part 200 (i.e. Single Audit)</p> | <p>May use State and Federal funds</p> |
| <ul style="list-style-type: none"> • Less than \$500,000 in State funds <u>and</u> \$750,000+ in Federal pass through funds | <p>Audited Financial Statement in compliance with OMB Uniform Guidance 2 CFR Part (i.e. Single Audit)</p> | <p>May use Federal funds, but <u>not</u> State funds.</p> |

12. Audit/Assessment Resolutions and Disallowed Cost. It is further understood that the community service providers are responsible to the Area Agency for clarifying any audit exceptions that may arise from any Area Agency assessment, county or community service provider single or financial audit, or audits conducted by the State or Federal Governments. In the event that the Area Agency or the Department of Health and Human Services disallows any expenditure made by the community service provider for any reason, the County shall promptly repay such funds to the Area Agency once any final appeal is exhausted in accordance with paragraph nine (9). The only exceptions are if the Area Agency on Aging is designated as a community service provider through the County Funding Plan or, if as a part of a procurement process, the Area Agency on Aging enters into a contractual agreement for service provision with a provider which is in addition to the required County Funding Plan formats. In these

exceptions, the Area Agency is responsible for any disallowed costs. The County or Area Agency on Aging can recoup any required payback from the community service provider in the event that payback is due to a community service provider's failure to meet OMB Uniform Guidance CFR 2 Part 200, 45 CFR Part 1321 or state eligibility requirements as specified in policy.

13. Indemnity. Subject to State law, each party ("Indemnifying Party") agrees to indemnify and save harmless the other party ("Indemnified Party"), its agents, elected officials and employees from and against any and all loss, cost, damages, expenses, and liability arising out of performance under this Agreement to the extent of errors or omissions of the Indemnifying Party.
14. Equal Employment Opportunity and Americans With Disabilities Act Compliance. Both the County and community service providers, as identified in paragraph one (1), shall comply with all federal and state laws relating to equal employment opportunity and accommodation for disability.
15. Data to be Furnished to the County. All information which is existing, readily available to the Area Agency without cost and reasonably necessary, as determined by the Area Agency's staff, for the performance of this Agreement by the County shall be furnished to the County and community service providers without charge by the Area Agency. The Area Agency, its agents and employees, shall fully cooperate, with the County in the performance of the County's duties under this Agreement.
16. Rights in Documents, Materials and Data Produced. The County and community service providers agree that at the discretion of the Area Agency, all reports and other data prepared by or for it under the terms of this Agreement shall be delivered to, become and remain, the property of the Area Agency upon termination or completion of the work. Both the Area Agency and the County shall have the right to use same without restriction or limitation and without compensation to the other. For the purposes of this Agreement, "data" includes writings, sound recordings, or other graphic representations, and works of similar nature. No reports or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the County.
17. Interest of the Board of Commissioners. The Board of Commissioners covenants that neither the Board of Commissioners nor its agents or employees presently has an interest, nor shall acquire an interest, direct or indirect, which conflicts in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the service hereunder in an impartial and unbiased manner.
18. Interest of Members of the Area Agency, Lead Regional Organization, and Others. No officer, member or employee of the Area Agency or Lead Regional Organization, and no public official of any local government which is affected in any way by the Project, who exercises any

function or responsibilities in the review or approval of the Project or any component part thereof, shall participate in any decisions relating to this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; nor shall any such persons have any interest, direct or indirect, in this Agreement or the proceeds arising there from.

19. Officials not to Benefit. No member of or delegate to the Congress of the United States of America, resident Commissioner or employee of the United States Government, shall be entitled to any share or part of this Agreement or any benefits to arise here from.
20. Prohibition Against Use of Funds to Influence Legislation. No part of any funds under this Agreement shall be used to pay the salary or expenses of any employee or agent acting on behalf of the County to engage in any activity designed to influence legislation or appropriations pending before Congress.
21. Confidentiality and Security. Any client information received in connection with the performance of any function of a community service provider or its subcontractors under this Agreement shall be kept confidential. The community service provider acknowledges that in receiving, storing, processing, or otherwise handling any confidential information, the agency and any subcontractors will safeguard and not further disclose the information except as provided in this Agreement and accompanying documents.
22. Record Retention and Disposition. All state and local government agencies, nongovernmental entities, and their subrecipients, including applicable vendors, that administer programs funded by federal sources passed through the NC DHHS and its divisions and offices are expected to maintain compliance with the NC DHHS record retention and disposition schedule and any agency-specific program schedules developed jointly with the NC Department of Cultural Resources, Division of Archives and Records. Retention requirements apply to the community service providers funded under this Agreement to provide Home and Community Care Block Grant services. Information on retention requirements is posted at <http://www.ncdhhs.gov/control/retention/retention.htm> and updated semi-annually by the NC DHHS Controller's Office. By funding source and state fiscal year, this schedule lists the earliest date that grant records in any format may be destroyed. The Division of Archives and Records provides information about destroying confidential data and authorized methods of record destruction (paper and electronic) at <http://archives.ncdcr.gov/For-Government/Retention-Schedules/Authorized-Destruction>.

The NC DHHS record retention schedule is based on federal and state regulations and pertains to the retention of all financial and programmatic records, supporting documents, statistical records, and all other records supporting the expenditure of a federal grant award. Records legally required for ongoing official proceedings, such as outstanding litigation, claims, audits, or other official actions, must be maintained for the duration of that action, notwithstanding the instructions of the NC DHHS record retention and disposition schedule.

In addition to record retention requirements for records in any format, the long-term and/or permanent preservation of electronic records require additional commitment and active management by agencies. The community service provider will comply with all policies, standards, and best practices published by the Division of Aging regarding the creation and management of electronic records.

23. Applicable Law. This Agreement is executed and is to be performed in the State of North Carolina, and all questions of interpretation and construction shall be construed by the laws of such State.
24. Payment to Community Service Providers by the Area Agency on Aging. The County authorizes the Area Agency on Aging, in lieu of the County Finance Officer, to provide interim and reimbursement payments to community service providers as prescribed in paragraphs 6(a) and (c) of this Agreement. Services applicable to this authorization are as follows:

<u>Community Service Provider</u>	<u>Service</u>
Adult Life Programs	Adult Day Care, Adult Day Health
Catawba Council on Aging	Senior Center Operations
Catawba County Dept. of Social Services	Congregate Meals, Home Delivered Meals
Comfort Keepers	In-Home Aide II, In-Home Aide III
Foothills Service Project	Housing and Home Improvement
Neighbor's Network	Senior Center Operations
Western Piedmont Regional Transit Authority dba Greenway Transit	General Transportation

In witness whereof, the Area Agency and the County have executed this Agreement as of the day first written above.

Catawba County

Attest:

Dale Stiles, Clerk to Board

Randall Isenhower, Chair Board of Commissioners

Provision for payment of the monies to fall due under this Agreement within the current fiscal year have been made by appropriation duly authorized as required by the Local Government Budget and Fiscal Control Act.

Mary Morrison, Finance Director

APPROVED AS TO FORM

Date: _____


Jodi Stewart, County Attorney

Western Piedmont Council of Governments

Attest:

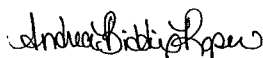


Tina Miller
Area Agency Director



Anthony Starr
Executive Director, Lead Regional Organization

Provision for payment of the monies to fall due under this Agreement within the current fiscal year have been made by appropriation duly authorized as required by the Local Government Budget and Fiscal Control Act.



Andrea Roper
Finance Director, Lead Regional Organization









Catawba HCCBG FY26 Contract

Final Audit Report

2025-06-30

Created:	2025-06-30
By:	Tina Miller (tina.miller@wpcog.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhJFxm-g34dppUICXu2JDJRxMQfaNQbl1

"Catawba HCCBG FY26 Contract" History

-  Document created by Tina Miller (tina.miller@wpcog.org)
2025-06-30 - 3:48:07 PM GMT
-  Document emailed to Andrea Roper (andrea.roper@wpcog.org) for signature
2025-06-30 - 3:48:11 PM GMT
-  Email viewed by Andrea Roper (andrea.roper@wpcog.org)
2025-06-30 - 4:11:50 PM GMT
-  Document e-signed by Andrea Roper (andrea.roper@wpcog.org)
Signature Date: 2025-06-30 - 4:13:15 PM GMT - Time Source: server
-  Document emailed to Anthony Starr (anthony.starr@wpcog.org) for signature
2025-06-30 - 4:13:17 PM GMT
-  Email viewed by Anthony Starr (anthony.starr@wpcog.org)
2025-06-30 - 5:31:47 PM GMT
-  Document e-signed by Anthony Starr (anthony.starr@wpcog.org)
Signature Date: 2025-06-30 - 5:32:00 PM GMT - Time Source: server
-  Agreement completed.
2025-06-30 - 5:32:00 PM GMT



Adobe Acrobat Sign

MEMORANDUM

TO: Catawba County Board of Commissioners

FROM: Tax Administrator

DATE: July 21, 2025

IN RE: Tax Release / Refund Request

REQUEST

The Tax Administrator requests the Board of Commissioners to approve eight refunds totaling \$24,180.53 and 74 Motor Vehicles Bill adjustments / refunds totaling \$6,573.76 requested during the month of June.

BACKGROUND

North Carolina General Statute 105-381(b) states upon receipt of a taxpayer's written request for release or refund, the taxing unit's governing body has 90 days to determine whether the taxpayer's request is valid to either approve the release or refund of the incorrect portion or to notify the taxpayer in writing that no release or refund will be made.

During the month of June Tax Office staff have checked records and verified the legitimacy of eight refund requests totaling \$24,180.53 and 74 Motor Vehicle Bill adjustments / refunds totaling \$6,573.76.

The refunds were driven by a Property Tax Commission Settlement Order. The motor vehicle bill adjustments are largely due to pro-ration of tax bill amounts to account for mid-year transfers of ownership, change in values and change in situs.

RECOMMENDATION

Staff recommends the Board of Commissioners approve eight refunds totaling \$24,180.53 and 74 Motor Vehicle Bill adjustments / refunds totaling \$6,573.76 requested during the month of June.

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COMMISSIONER APPROVAL OF RELEASES & REFUNDS

TIME PERIOD: June 1, 2025 Thru June 30, 2025

PROCESSED: July 21, 2025

REGULAR RELEASES

MOTOR VEHICLE	\$0.00
REAL & PERSONAL	\$0.00
TOTALS	\$0.00

REGULAR REFUNDS

MOTOR VEHICLE	
REAL & PERSONAL	\$24,180.53
TOTALS	\$24,180.53

COUNTY GRAND TOTAL	\$24,180.53
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NEW MOTOR VEHICLE SYSTEM REFUNDS (VTS)

MOTOR VEHICLE NCVTS	6,573.76
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RANDY ISENHOWER
CHAIRMAN OF THE BOARD
CATAWBA COUNTY BOARD OF COMMISSIONERS

Refund SUBJECT TO BOARD APPROVAL ON 7/21/2025

Abstract Number (Please include leading zeros)	Year For which release/refund requested	Owner Name as Billed (Last, First, Middle)	Release or Refund?	Original Value	Corrected Value	Release / Refund Amount	Reason (Please do not use all CAPS. Use correct capitalization)
2928734	2024	APPLE HILL LIMITED PARTNERSHIP	Refund	2,590,000	2,565,000	\$212.13	23 PTC 0171-Property Tax Commission Settlement Agreement
2928734	2023	APPLE HILL LIMITED PARTNERSHIP	Refund	2,590,000	2,565,000	\$212.13	23 PTC 0171-Property Tax Commission Settlement Agreement
2928670	2024	ARGYLE PLACE ASSOCIATES LLC	Refund	18,905,200	17,580,000	\$11,310.58	24 PTC 0335. Property Tax Commission Order.
1631012	2024	ARGYLE PLACE ASSOCIATES LLC	Refund	13,082,000	11,720,000	\$11,624.67	24 PTC 0335. Property Tax Commission Order.
1646305	2024	BEACON HILL LIMITED PARTNERSHIP	Refund	2,241,800	2,241,800	\$198.38	23 PTC 0170 - Property Tax Commission Settlement Agreement
1646305	2023	BEACON HILL LIMITED PARTNERSHIP	Refund	2,241,800	2,216,800	\$198.38	23 PTC 0170-Property Tax Commission Settlement Agreement
2928742	2024	HERITAGE VILLAGE	Refund	2,837,500	2,812,500	\$212.13	23 PTC 0169 - Property Tax Commission Settlement Agreement
2928742	2023	HERITAGE VILLAGE	Refund	2,837,500	2,812,500	\$212.13	23 PTC 0169-Property Tax Commission Settlement Agreement
				47,325,800	44,513,600	\$24,180.53	



North Carolina Vehicle Tax System

Pending Refund Report

Payee Name	Address 1	Address 2	Address 3	Plate Number	Status	Refund Description	Refund Reason	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
ADAIR, KIM SNIDER	4218 3RD STREET LN NW		HICKORY, NC 28601	TMK8575	PENDING	Refund Generated due to proration on Bill #0069887425-2024-2024-0000-00	Vehicle Sold	CATA	TAX	(\$43.71)	\$0.00	(\$43.71)
								C05	TAX	(\$49.91)	\$0.00	(\$49.91)
								C05	VEHICLE FEE	\$0.00	\$0.00	\$0.00
											Refund	\$93.62
ADKINS, LESTER JONATHAN JR	3987 SECTION HOUSE RD	LOT 52	HICKORY, NC 28601	RHM9061	PENDING	Refund Generated due to proration on Bill #0081207559-2024-2024-0000-00	Tag Surrender	CATA	TAX	(\$53.89)	\$0.00	(\$53.89)
								F05	TAX	(\$16.77)	\$0.00	(\$16.77)
											Refund	\$70.66
ADRIAN, REYNA TORRES	1430 3RD STREET PL SW		HICKORY, NC 28602	LDS4882	PENDING	Refund Generated due to proration on Bill #0083243951-2024-2024-0000-00	Tag Surrender	CATA	TAX	(\$21.58)	\$0.00	(\$21.58)
								C05	TAX	(\$24.64)	\$0.00	(\$24.64)
								C05	VEHICLE FEE	\$0.00	\$0.00	\$0.00
											Refund	\$46.22
AGUILAR, ALEJANDRO VASQUEZ	2935 11TH AVENUE DR NE		CONOVER, NC 28613	VDP9657	PENDING	Refund Generated due to adjustment on Bill #0085548576-2024-2024-0000	Adjustment	CATA	TAX	\$0.00	\$0.00	\$0.00
								C05	TAX	(\$130.49)	\$0.00	(\$130.49)
								C05	VEHICLE FEE	(\$5.00)	\$0.00	(\$5.00)
								F05	TAX	\$35.56	\$0.00	\$35.56
AMADOR PEREZ, MELVIN ALEXIS	8771 FLOURISH DR		LAND O LAKES, FL 34637	VED3767	PENDING	Refund Generated due to proration on Bill #0081491427-2024-2024-0000-00	Reg . Out of state	CATA	TAX	(\$13.98)	\$0.00	(\$13.98)
								F08	TAX	(\$3.30)	\$0.00	(\$3.30)
											Refund	\$17.28
BARAHONA FUNES, YONIS	5419 EDEN LN	LOT 44	CONOVER, NC 28613	KFR8007	PENDING	Refund Generated due to proration on Bill #0083850569-2024-2024-0000-00	Vehicle Sold	CATA	TAX	(\$58.73)	(\$2.93)	(\$61.66)
								F05	TAX	(\$18.28)	(\$0.92)	(\$19.20)
											Refund	\$80.86
BEIGAY, MARK CHARLES	1545 FAIRWAY DR		NEWTON, NC 28658	FDJ4901	PENDING	Refund Generated due to proration on Bill #0069586302-2024-2024-0000-00	Vehicle Sold	CATA	TAX	(\$67.81)	\$0.00	(\$67.81)
								F14	TAX	(\$17.18)	\$0.00	(\$17.18)
											Refund	\$84.99
BLACK, THOMAS ERNEST	4858 ELMHURST DR NE		HICKORY, NC 28601	VEX1797	PENDING	Refund Generated due to proration on Bill #0082845273-2024-2024-0000-00	Vehicle Sold	CATA	TAX	(\$159.37)	\$0.00	(\$159.37)
								C05	TAX	(\$181.96)	\$0.00	(\$181.96)
								C05	VEHICLE FEE	\$0.00	\$0.00	\$0.00
											Refund	\$341.33

BOLLINGER, GRACE ADELL	1774 SAINT PAULS CHURCH RD		NEWTON, NC 28658	JFV9708	PENDING	Refund Generated due to proration on Bill #0066874225-2023- 2023-0000-00	Tag Surrender	CATA	TAX	(\$7.34)	\$0.00	(\$7.34)
								C08	TAX	(\$8.29)	\$0.00	(\$8.29)
								C08	VEHICLE FEE	\$0.00	\$0.00	\$0.00
											Refund	\$15.63
CARLTON, JANIE MILLER	1316 OAK HILL DR		NEWTON, NC 28658	TDZ8645	PENDING	Refund Generated due to proration on Bill #0058701978-2024- 2024-0000-00	Vehicle Sold	CATA	TAX	(\$14.61)	\$0.00	(\$14.61)
								C08	TAX	(\$16.50)	\$0.00	(\$16.50)
								C08	VEHICLE FEE	\$0.00	\$0.00	\$0.00
											Refund	\$31.11
CARPENTER, OLGA POLUHINA	1725 POE CIR		HICKORY, NC 28601	LER2581	PENDING	Refund Generated due to proration on Bill #0080276792-2024- 2024-0000-00	Vehicle Sold	CATA	TAX	(\$60.75)	\$0.00	(\$60.75)
								F05	TAX	(\$18.90)	\$0.00	(\$18.90)
											Refund	\$79.65
CHRISTENSEN, MARK KENNEDY	3048 SEAGLETOWN RD		VALE, NC 28168	CR83464	PENDING	Refund Generated due to adjustment on Bill #0085485875- 2024-2024-0000-00	Change of County	CATA	TAX	(\$25.94)	\$0.00	(\$25.94)
								C05	TAX	(\$29.62)	\$0.00	(\$29.62)
											Refund	\$55.56
CLONINGER, ALAN MILES	3769 GLENN OAKS DR		MAIDEN, NC 28650	FAM4249	PENDING	Refund Generated due to adjustment on Bill #0085690413- 2024-2024-0000-00	Adjustment	CATA	TAX	(\$78.66)	\$0.00	(\$78.66)
								C05	TAX	(\$89.82)	\$0.00	(\$89.82)
								C05	VEHICLE FEE	(\$5.00)	\$0.00	(\$5.00)
											Refund	\$173.48
CORNWELL, PENNY POWELL	715 2ND ST SW		CONOVER, NC 28613	TFK6767	PENDING	Refund Generated due to proration on Bill #0044999853-2024- 2024-0000-00	Vehicle Sold	CATA	TAX	(\$29.62)	(\$1.93)	(\$31.55)
								C04	TAX	(\$29.36)	(\$1.90)	(\$31.26)
								C04	VEHICLE FEE	\$0.00	\$0.00	\$0.00
											Refund	\$62.81
DALRYMPLE, GENEVA MCCANN	1019 E 24TH ST		NEWTON, NC 28658	HBX2102	PENDING	Refund Generated due to proration on Bill #0071174935-2023- 2023-0000-00	Tag Surrender	CATA	TAX	(\$8.44)	\$0.00	(\$8.44)
								C08	TAX	(\$9.53)	\$0.00	(\$9.53)
								C08	VEHICLE FEE	\$0.00	\$0.00	\$0.00
											Refund	\$17.97
DARDEN, RAYMOND CASEY	1320 19TH AVE NE		HICKORY, NC 28601	TPC2239	PENDING	Refund Generated due to proration on Bill #0045748596-2024- 2024-0000-00	Tag Surrender	CATA	TAX	(\$7.60)	\$0.00	(\$7.60)
								C05	TAX	(\$8.67)	\$0.00	(\$8.67)
								C05	VEHICLE FEE	\$0.00	\$0.00	\$0.00
											Refund	\$16.27
DAVIDSON, DAVID CARLOS	3918 TOWNES BLVD		TERRELL, NC 28682	LDK5698	PENDING	Refund Generated due to adjustment on Bill #0079169763- 2024-2024-0000	Adjustment	CATA	TAX	\$0.00	\$0.00	\$0.00
								C05	TAX	(\$46.46)	\$0.00	(\$46.46)
								C05	VEHICLE FEE	(\$5.00)	\$0.00	(\$5.00)
								F08	TAX	\$9.60	\$0.00	\$9.60
DONNELLY, DONNA BYRD	3185 SAINT VINCENT DR		CLAREMONT, NC 28610	BJW8572	PENDING	Refund Generated due to proration on Bill #0076262753-2024- 2024-0000-00	Vehicle Sold				Refund	\$41.86
								CATA	TAX	(\$102.37)	\$0.00	(\$102.37)
								C03	TAX	(\$107.26)	\$0.00	(\$107.26)
											Refund	\$209.63
ESGUERRA, JOAQUIN EDUARDO JR	8712 ACADIA PKWY		SHERRILLS FORD, NC 28673	LBB7973	PENDING	Refund Generated due to proration on Bill #0084446661-2024- 2024-0000-00	Vehicle Sold	CATA	TAX	(\$170.70)	\$0.00	(\$170.70)
								F08	TAX	(\$40.27)	\$0.00	(\$40.27)
											Refund	\$210.97

ESTATE OF BARBARA REVELS KEARNS	PO BOX 613		CONOVER, NC 28613	NTB3847	PENDING	Refund Generated due to proration on Bill #0001117585-2024- 2024-0000-00	Tag Surrender	CATA	TAX	(\$3.72)	\$0.00	(\$3.72)
								C04	TAX	(\$3.69)	\$0.00	(\$3.69)
								C04	VEHICLE FEE	\$0.00	\$0.00	\$0.00
											Refund	\$7.41
FORTIN, NANCY JANE	1560 17TH AVE SW		HICKORY, NC 28602	VDL6598	PENDING	Refund Generated due to adjustment on Bill #0078619503- 2024-2024-0000-00	Adjustment	CATA	TAX	(\$13.63)	\$0.00	(\$13.63)
								C01	TAX	(\$13.68)	\$0.00	(\$13.68)
											Refund	\$27.31
GOODSON, BARBARA BEAL	2955 BUFFALO SHOALS RD		MAIDEN, NC 28650	99302	PENDING	Refund Generated due to adjustment on Bill #0084705367- 2024-2024-0000-00	Change of County	CATA	TAX	(\$13.71)	\$0.00	(\$13.71)
								C05	TAX	(\$15.65)	\$0.00	(\$15.65)
								C05	VEHICLE FEE	(\$5.00)	\$0.00	(\$5.00)
											Refund	\$34.36
GRIFFITH, JACOB LEE	3693 NORMAN VIEW DR		SHERRILLS FORD, NC 28673	RAC2694	PENDING	Refund Generated due to proration on Bill #0069181294-2024- 2024-0000-00	Vehicle Sold	CATA	TAX	(\$50.71)	\$0.00	(\$50.71)
								F08	TAX	(\$11.96)	\$0.00	(\$11.96)
											Refund	\$62.67
HARGREAVES, BRIAN JOHN	2619 MAHOGANY LN		HICKORY, NC 28602	80W7BP	PENDING	Refund Generated due to proration on Bill #0057294565-2024- 2024-0000-00	Vehicle Sold	CATA	TAX	(\$6.28)	\$0.00	(\$6.28)
								C05	TAX	(\$7.17)	\$0.00	(\$7.17)
								C05	VEHICLE FEE	\$0.00	\$0.00	\$0.00
											Refund	\$13.45
HARVEY, GERNON LEON JR	4716 ZEB LITTLE RD		DENVER, NC 28037	HKP9565	PENDING	Refund Generated due to adjustment on Bill #0084126811- 2024-2024-0000	Adjustment	CATA	TAX	\$0.00	\$0.00	\$0.00
								C05	TAX	(\$44.77)	\$0.00	(\$44.77)
								C05	VEHICLE FEE	(\$5.00)	\$0.00	(\$5.00)
								F08	TAX	\$9.25	\$0.00	\$9.25
HAZBOUN, SALEH NASRI	3122 LAUREL RIDGE RD NW		HICKORY, NC 28601	JML7234	PENDING	Refund Generated due to proration on Bill #0065253058-2024- 2024-0000-00	Vehicle Sold	CATA	TAX	(\$63.66)	\$0.00	(\$63.66)
								F20	TAX	(\$19.97)	\$0.00	(\$19.97)
											Refund	\$83.63
HER, SUPPAYA	2479 CLAREMONT RD		NEWTON, NC 28658	LFW9911	PENDING	Refund Generated due to proration on Bill #0084549197-2024- 2024-0000-00	Vehicle Sold	CATA	TAX	(\$103.54)	\$0.00	(\$103.54)
								F14	TAX	(\$26.24)	\$0.00	(\$26.24)
											Refund	\$129.78
HICKEL, DEAN CLAUDE	231 9TH STREET LN SE		HICKORY, NC 28602	HBY1584	PENDING	Refund Generated due to proration on Bill #0080601819-2024- 2024-0000-00	Tag Surrender	CATA	TAX	(\$38.23)	\$0.00	(\$38.23)
								C05	TAX	(\$43.65)	\$0.00	(\$43.65)
								C05	VEHICLE FEE	\$0.00	\$0.00	\$0.00
											Refund	\$81.88
HUBBARD, ASHTON TODD	1245 VENUS ST		CONOVER, NC 28613	VET7998	PENDING	Refund Generated due to proration on Bill #0083242125-2024- 2024-0000-00	Vehicle Sold	CATA	TAX	(\$138.44)	\$0.00	(\$138.44)
								F05	TAX	(\$43.08)	\$0.00	(\$43.08)
											Refund	\$181.52
HUFFMAN, MABEL LINEBERGER	4389 SCALYBARK LN		SHERRILLS FORD, NC 28673	FFC2822	PENDING	Refund Generated due to proration on Bill #0043082708-2024- 2024-0000-00	Tag Surrender	CATA	TAX	(\$56.83)	\$0.00	(\$56.83)
								F08	TAX	(\$13.40)	\$0.00	(\$13.40)
											Refund	\$70.23
HUSS, GARY A	8654 NC 10 HWY WEST		VALE, NC 28168	XRH8711	PENDING	Refund Generated due to proration on Bill #0001139291-2024- 2024-0000-00	Tag Surrender	CATA	TAX	(\$1.59)	\$0.00	(\$1.59)
								F17	TAX	(\$0.28)	\$0.00	(\$0.28)
											Refund	\$1.87

HUSS, GARY A	8654 NC 10 HWY WEST		VALE, NC 28168	XRH8710	PENDING	Refund Generated due to proration on Bill #0001129836-2024-2024-0000-00	Tag Surrender	CATA	TAX	(\$1.67)	\$0.00	(\$1.67)
								F17	TAX	(\$0.30)	\$0.00	(\$0.30)
											Refund	\$1.97
INGLE, DAVID GRANT	420 8TH ST SW		CONOVER, NC 28613	VFH4486	PENDING	Refund Generated due to proration on Bill #0082982710-2024-2024-0000-00	Vehicle Sold	CATA	TAX	(\$68.17)	\$0.00	(\$68.17)
								C04	TAX	(\$67.57)	\$0.00	(\$67.57)
								C04	VEHICLE FEE	\$0.00	\$0.00	\$0.00
INGLE, DAVID GRANT	420 8TH ST SW		CONOVER, NC 28613	VFN3446	PENDING	Refund Generated due to proration on Bill #0084430399-2024-2024-0000-00	Vehicle Sold	CATA	TAX	(\$50.77)	\$0.00	(\$50.77)
								C04	TAX	(\$50.33)	\$0.00	(\$50.33)
								C04	VEHICLE FEE	\$0.00	\$0.00	\$0.00
KIM, SEONGAH	4252 WINDSOR CT		HICKORY, NC 28602	VDL6361	PENDING	Refund Generated due to proration on Bill #0084363916-2024-2024-0000-00	Vehicle Sold	CATA	TAX	(\$113.21)	\$0.00	(\$113.21)
								C05	TAX	(\$129.26)	\$0.00	(\$129.26)
								C05	VEHICLE FEE	\$0.00	\$0.00	\$0.00
LONCA, SIMONA ATENA	4066 BOB JONES DR NE		CONOVER, NC 28613	TFR5320	PENDING	Refund Generated due to proration on Bill #0077506644-2024-2024-0000-00	Vehicle Sold	CATA	TAX	(\$39.28)	\$0.00	(\$39.28)
								F05	TAX	(\$12.22)	\$0.00	(\$12.22)
											Refund	\$51.50
MCCASLIN, LISA JOHNSON	3329 NC HWY 16 S		MAIDEN, NC 28650	VFN3574	PENDING	Refund Generated due to adjustment on Bill #0085521432-2024-2024-0000-00	Adjustment	CATA	TAX	(\$11.71)	\$0.00	(\$11.71)
								F09	TAX	(\$2.94)	\$0.00	(\$2.94)
											Refund	\$14.65
MCMAHAN, RENITA	5489 BRYAN LN SE		HICKORY, NC 28602	HAF6457	PENDING	Refund Generated due to proration on Bill #0072995745-2024-2024-0000-00	Vehicle Sold	CATA	TAX	(\$11.14)	\$0.00	(\$11.14)
								C05	TAX	(\$12.72)	\$0.00	(\$12.72)
								C05	VEHICLE FEE	\$0.00	\$0.00	\$0.00
MCQUEEN, JOHN MICHAEL JR	4983 SAGITTARIUS CIR		DENVER, NC 28037	LAP9286	PENDING	Refund Generated due to proration on Bill #0077988455-2024-2024-0000-00	Vehicle Sold	CATA	TAX	(\$288.36)	\$0.00	(\$288.36)
								F08	TAX	(\$68.02)	\$0.00	(\$68.02)
											Refund	\$356.38
MEANS, MIRIAM ANN	3112 5TH STREET PL NE		HICKORY, NC 28601	DLW2779	PENDING	Refund Generated due to proration on Bill #0029515517-2024-2024-0000-00	Vehicle Sold	CATA	TAX	(\$25.90)	\$0.00	(\$25.90)
								C05	TAX	(\$29.57)	\$0.00	(\$29.57)
								C05	VEHICLE FEE	\$0.00	\$0.00	\$0.00
MOOSE, ELIZABETH MULLER	1980 MOUNT OLIVE CHURCH RD		NEWTON, NC 28658	JAT7151	PENDING	Refund Generated due to proration on Bill #0063932995-2024-2024-0000-00	Vehicle Sold	CATA	TAX	(\$47.28)	\$0.00	(\$47.28)
								F14	TAX	(\$11.98)	\$0.00	(\$11.98)
											Refund	\$59.26
MORELLO, ANTONIO	2715 TIFFANY ST		CONOVER, NC 28613	8A5873	PENDING	Refund Generated due to proration on Bill #0059732442-2024-2024-0000-00	Vehicle Sold	CATA	TAX	(\$24.12)	(\$1.20)	(\$25.32)
								F11	TAX	(\$6.79)	(\$0.34)	(\$7.13)
											Refund	\$32.45
MOSER, DANA SCOTT	2660 OLEANDER WAY APT 1315		KNOXVILLE, TN 37931	LJR7309	PENDING	Refund Generated due to proration on Bill #0083798122-2024-2024-0000-00	Reg . Out of state	CATA	TAX	(\$124.95)	\$0.00	(\$124.95)
								F03	TAX	(\$26.81)	\$0.00	(\$26.81)
											Refund	\$151.76

NICHOLS, NICOLE LYNN	3526 16TH ST NE		HICKORY, NC 28601	HJV3515	PENDING	Refund Generated due to proration on Bill #0073016743-2024- 2024-0000-00	Vehicle Totalled	CATA	TAX	(\$81.33)	\$0.00	(\$81.33)
								F05	TAX	(\$25.31)	\$0.00	(\$25.31)
											Refund	\$106.64
NIQUEN, MARTHA CECILIA	3515 9TH STREET DR NE		HICKORY, NC 28601	HHL1343	PENDING	Refund Generated due to proration on Bill #0083026891-2024- 2024-0000-00	Vehicle Sold	CATA	TAX	(\$77.47)	\$0.00	(\$77.47)
								C05	TAX	(\$88.45)	\$0.00	(\$88.45)
								C05	VEHICLE FEE	\$0.00	\$0.00	\$0.00
PEISSEL, DANA BENNETT	2173 13TH STREET CT NE		HICKORY, NC 28601	FHB4682	PENDING	Refund Generated due to proration on Bill #0048888699-2024- 2024-0000-00	Vehicle Sold	CATA	TAX	(\$20.52)	\$0.00	(\$20.52)
								C05	TAX	(\$23.43)	\$0.00	(\$23.43)
								C05	VEHICLE FEE	\$0.00	\$0.00	\$0.00
POWELL, CHARLES ROBERT JR	904 WATERSIDE ST		NORTH MYRTLE BEACH, SC 29582	BMK3021	PENDING	Refund Generated due to proration on Bill #0057670567-2024- 2024-0000-00	Reg . Out of state	CATA	TAX	(\$90.88)	\$0.00	(\$90.88)
								F08	TAX	(\$21.43)	\$0.00	(\$21.43)
											Refund	\$112.31
POWELL, CHARLES ROBERT JR	904 WATERSIDE ST		NORTH MYRTLE BEACH, SC 29582	DHW6276	PENDING	Refund Generated due to proration on Bill #0066309580-2023- 2023-0000-00	Reg . Out of state	CATA	TAX	(\$17.15)	\$0.00	(\$17.15)
								F08	TAX	(\$3.61)	\$0.00	(\$3.61)
											Refund	\$20.76
POWELL, CHARLES ROBERT JR	904 WATERSIDE ST		NORTH MYRTLE BEACH, SC 29582	EFY2830	PENDING	Refund Generated due to proration on Bill #0035868710-2024- 2024-0000-00	Reg . Out of state	CATA	TAX	(\$62.86)	\$0.00	(\$62.86)
								F08	TAX	(\$14.83)	\$0.00	(\$14.83)
											Refund	\$77.69
RICHARDSON, JASON THOMAS	PO BOX 3967		HICKORY, NC 28603	JMH8612	PENDING	Refund Generated due to proration on Bill #0064826287-2024- 2024-0000-00	Vehicle Sold	CATA	TAX	(\$100.15)	\$0.00	(\$100.15)
								C05	TAX	(\$114.36)	\$0.00	(\$114.36)
								C05	VEHICLE FEE	\$0.00	\$0.00	\$0.00
RODRIGUEZ, MORGAN AMBROUSE JR	2224 PICNIC DR		NEWTON, NC 28658	9F6058	PENDING	Refund Generated due to proration on Bill #0083498060-2024- 2024-0000-00	Vehicle Totalled	CATA	TAX	(\$30.28)	\$0.00	(\$30.28)
								C08	TAX	(\$34.19)	\$0.00	(\$34.19)
								C08	VEHICLE FEE	\$0.00	\$0.00	\$0.00
ROOT, JAMES ALLEN	2313 MEADOW STREAM DR		SHERRILLS FORD, NC 28673	VJ2770	PENDING	Refund Generated due to proration on Bill #0081798464-2024- 2024-0000-00	Vehicle Totalled	CATA	TAX	(\$38.70)	\$0.00	(\$38.70)
								F08	TAX	(\$9.13)	\$0.00	(\$9.13)
											Refund	\$47.83
ROSALES, WUENDY YAJAIRA	319 1ST AVE SW		HICKORY, NC 28602	VFN1761	PENDING	Refund Generated due to proration on Bill #0083553364-2024- 2024-0000-00	Vehicle Totalled	CATA	TAX	(\$40.18)	\$0.00	(\$40.18)
								C05	TAX	(\$45.88)	\$0.00	(\$45.88)
								C05	VEHICLE FEE	\$0.00	\$0.00	\$0.00
ROSCA, VASILE	1017 HIGHLAND AVE NE		HICKORY, NC 28601	HHK8042	PENDING	Refund Generated due to proration on Bill #0064569251-2024- 2024-0000-00	Vehicle Totalled	CATA	TAX	(\$7.33)	\$0.00	(\$7.33)
								C05	TAX	(\$8.37)	\$0.00	(\$8.37)
								C05	VEHICLE FEE	\$0.00	\$0.00	\$0.00
RUSSELL, CAROLYN RUTH	4797 MAIDEN CREEK WAY		MAIDEN, NC 28650	TAE3368	PENDING	Refund Generated due to proration on Bill #0073389998-2023- 2023-0000-01	Vehicle Sold	CATA	TAX	(\$12.45)	\$0.00	(\$12.45)
								F08	TAX	(\$2.62)	\$0.00	(\$2.62)
											Refund	\$15.07

SECREST, PAUL OLIVER	2367 COUNTRY HOLLOW RD		CONOVER, NC 28613	JK9947	PENDING	Refund Generated due to proration on Bill #0047011130-2024-2024-0000-00	Vehicle Sold	CATA	TAX	(\$13.09)	\$0.00	(\$13.09)
								F07	TAX	(\$2.00)	\$0.00	(\$2.00)
											Refund	\$15.09
SIGMON, PAMELA SUE HOUSTON	218 3RD AVE NE		CONOVER, NC 28613	TFZ5962	PENDING	Refund Generated due to proration on Bill #0066247836-2023-2023-0000-00	Tag Surrender	CATA	TAX	(\$8.75)	\$0.00	(\$8.75)
								C04	TAX	(\$8.68)	\$0.00	(\$8.68)
								C04	VEHICLE FEE	\$0.00	\$0.00	\$0.00
											Refund	\$17.43
SINGH, PETER DEVANAND	6086 WINDOVER CREEK LN		CLAREMONT, NC 28610	LBH8123	PENDING	Refund Generated due to adjustment on Bill #0085445900-2024-2024-0000-00	Adjustment	CATA	TAX	(\$20.75)	\$0.00	(\$20.75)
								F07	TAX	(\$3.18)	\$0.00	(\$3.18)
											Refund	\$23.93
SMITH, GERALD EUGENE	4722 CHAPEL RD		MAIDEN, NC 28650	HZ8142	PENDING	Refund Generated due to proration on Bill #0069124008-2024-2024-0000-00	Vehicle Sold	CATA	TAX	(\$49.94)	\$0.00	(\$49.94)
								F10	TAX	(\$11.06)	\$0.00	(\$11.06)
											Refund	\$61.00
STARKS, MICHAEL KARL	3486 ALFALFA ST NE		CONOVER, NC 28613	5D9189	PENDING	Refund Generated due to proration on Bill #0072772341-2023-2023-0000-00	Tag Surrender	CATA	TAX	(\$1.26)	\$0.00	(\$1.26)
								F06	TAX	(\$0.25)	\$0.00	(\$0.25)
											Refund	\$1.51
STEVENS, ROBERT JAMES	5360 37TH STREET DR NE		HICKORY, NC 28601	9K3480	PENDING	Refund Generated due to proration on Bill #0084656488-2024-2024-0000-00	Vehicle Sold	CATA	TAX	(\$55.45)	\$0.00	(\$55.45)
								F05	TAX	(\$17.25)	\$0.00	(\$17.25)
											Refund	\$72.70
STROHL, SUSAN	130 DARBY MEADOW LN		RIDGEVILLE, SC 29472	FMS4220	PENDING	Refund Generated due to proration on Bill #0069622399-2024-2024-0000-00	Reg . Out of state	CATA	TAX	(\$61.03)	\$0.00	(\$61.03)
								C04	TAX	(\$60.49)	\$0.00	(\$60.49)
								C04	VEHICLE FEE	\$0.00	\$0.00	\$0.00
											Refund	\$121.52
STROHL, THOMAS CHARLES	130 DARBY MEADOW LN		RIDGEVILLE, SC 29472	JMN9375	PENDING	Refund Generated due to proration on Bill #0068575325-2024-2024-0000-00	Reg . Out of state	CATA	TAX	(\$63.69)	\$0.00	(\$63.69)
								C04	TAX	(\$63.13)	\$0.00	(\$63.13)
								C04	VEHICLE FEE	\$0.00	\$0.00	\$0.00
											Refund	\$126.82
TADLOCK, CECIL WAYNE	318 33RD ST SW		HICKORY, NC 28602	CR66968	PENDING	Refund Generated due to proration on Bill #0081939112-2024-2024-0000-00	Vehicle Sold	CATA	TAX	(\$17.79)	\$0.00	(\$17.79)
								C06	TAX	(\$21.87)	\$0.00	(\$21.87)
											Refund	\$39.66
TAYLOR, LARRY TODD	60 28TH AVE NW		HICKORY, NC 28601	W00DYWGN	PENDING	Refund Generated due to proration on Bill #0069580439-2024-2024-0000-00	Vehicle Sold	CATA	TAX	(\$154.37)	\$0.00	(\$154.37)
								C05	TAX	(\$176.26)	\$0.00	(\$176.26)
								C05	VEHICLE FEE	\$0.00	\$0.00	\$0.00
											Refund	\$330.63
TERRY, ERIC LEE	4315 NC HIGHWAY 10 E		CLAREMONT, NC 28610	8X1184	PENDING	Refund Generated due to proration on Bill #0073149758-2024-2024-0000-00	Vehicle Sold	CATA	TAX	(\$25.34)	\$0.00	(\$25.34)
								F09	TAX	(\$6.36)	\$0.00	(\$6.36)
											Refund	\$31.70

TRAN, ANDRE	806 PENNELL ST NE		LENOIR, NC 28645	LAB5374	PENDING	Refund Generated due to proration on Bill #0081273393-2024-2024-0000-00	Vehicle Sold	CATA	TAX	(\$102.61)	\$0.00	(\$102.61)
								C05	TAX	(\$117.15)	\$0.00	(\$117.15)
								C05	VEHICLE FEE	\$0.00	\$0.00	\$0.00
											Refund	\$219.76
TRIVETTE, JAYDEN WAYNE	3347 28TH ST NE		HICKORY, NC 28601	VEX1675	PENDING	Refund Generated due to proration on Bill #0082644206-2024-2024-0000-00	Vehicle Sold	CATA	TAX	(\$7.44)	\$0.00	(\$7.44)
								F05	TAX	(\$2.31)	\$0.00	(\$2.31)
											Refund	\$9.75
TURNER, JERRY ALAN	3276 SHELL HOLLAR RD		CLAREMONT, NC 28610	CR31250	PENDING	Refund Generated due to proration on Bill #0077992735-2024-2024-0000-00	Vehicle Sold	CATA	TAX	(\$11.22)	\$0.00	(\$11.22)
								F07	TAX	(\$1.72)	\$0.00	(\$1.72)
											Refund	\$12.94
WARLICK, TANNER WEBB	6158 LEATHERMAN RD		VALE, NC 28168	LJB5778	PENDING	Refund Generated due to adjustment on Bill #0085403978-2024-2024-0000-00	Change of County	CATA	TAX	(\$20.52)	\$0.00	(\$20.52)
								C05	TAX	(\$23.43)	\$0.00	(\$23.43)
								C05	VEHICLE FEE	(\$5.00)	\$0.00	(\$5.00)
											Refund	\$48.95
WAXLER, MARTIN PAUL	12 STONEBROOK DRIVE		PARKERSBURG, WV 26104	TFK6681	PENDING	Refund Generated due to proration on Bill #0075785536-2024-2024-0000-00	Tag Surrender	CATA	TAX	(\$98.19)	\$0.00	(\$98.19)
								C04	TAX	(\$97.33)	\$0.00	(\$97.33)
								C04	VEHICLE FEE	(\$30.00)	\$0.00	(\$30.00)
											Refund	\$225.52
WILSON, FRANKIE DARRELL	116 SHADOW CREEK		ANDERSON, SC 29621	VEX1240	PENDING	Refund Generated due to proration on Bill #0081775593-2024-2024-0000-00	Reg . Out of state	CATA	TAX	(\$49.82)	\$0.00	(\$49.82)
								C05	TAX	(\$56.87)	\$0.00	(\$56.87)
								C05	VEHICLE FEE	\$0.00	\$0.00	\$0.00
											Refund	\$106.69
YAN, YUFEN	1020 PARAGON CT NW		CONOVER, NC 28613	CBR4990	PENDING	Refund Generated due to proration on Bill #0063788800-2024-2024-0000-00	Vehicle Sold	CATA	TAX	(\$90.73)	\$0.00	(\$90.73)
								C04	TAX	(\$89.93)	\$0.00	(\$89.93)
								C04	VEHICLE FEE	\$0.00	\$0.00	\$0.00
											Refund	\$180.66
YARBROUGH, CHRISTOPHER THOMAS	1668 CORDIA CIR		NEWTON, NC 28658	KFR8622	PENDING	Refund Generated due to proration on Bill #0075774987-2024-2024-0000-00	Vehicle Sold	CATA	TAX	(\$196.27)	\$0.00	(\$196.27)
								F09	TAX	(\$49.25)	\$0.00	(\$49.25)
											Refund	\$245.52
											Refund Total	\$6573.76

MEMORANDUM

TO: Catawba County Board of Commissioners
FROM: Jodi Stewart, County Attorney
DATE: July 21, 2025
RE: Catawba-Lincoln County Line: Schools Funding and Assignment Contract

REQUEST

Staff requests the Board of Commissioners adopt the attached agreement establishing funding responsibility and school assignment parameters for Catawba and Lincoln County students impacted by the new boundary between Lincoln and Catawba Counties established by Session Law 2025-30.

BACKGROUND

With the enactment of Session Law 2025-30, which took effect June 30, 2025, the General Assembly adopted a new boundary line between Catawba and Lincoln Counties. This line establishes the Catawba-Lincoln County boundary line as that line depicted in the Census Redistricting Data P.L. 94-171 TIGER/Line Shapefiles associated with the 2020 decennial census. The Session Law directs the boards of education of Catawba County and Lincoln County to cooperate with each other on behalf of residents who have students affected by the boundary change to ensure students are provided with a choice to remain in their current school system until graduation from high school.

The proposed agreement between Catawba County, Lincoln County, Catawba County Schools, and Lincoln County Schools establishes a consistent definition for “legacied students” affected by this change in either county and a common funding framework that supports parental choice in district attendance for the legacied students.

The proposed agreement establishes that any student enrolled in public school at the time of the boundary change will have the option to remain in the original school district through high school without obligation to pay out-of-county transfer fees. The agreement further establishes that any existing minor dependents living at the same address as a legacied student will also have the option to attend school in the original school district without obligation to pay out-of-county transfer fees. Resultantly, the duration of this agreement spans from the 2025/26 school year through the 2042/43 school year, expiring June 30, 2043. (That contract term allows for children who had been born but were not yet of school age at the time the boundary change went into effect to attend school in their original district through high school without transfer fee obligation.)

The proposed agreement defines several disqualifiers for legacied students: enrolling in the “new” home district, moving or changing addresses from the address affected by the boundary change, or being born after the effective date of the new boundary.

The proposed agreement establishes annual timelines for certifying the number of legacied students and lays out a methodology to calculate and reconcile the financial responsibility between counties regarding legacied students, beginning with next year’s budget. The calculation, which uses Catawba County’s annual per pupil allotment / average daily membership (ADM) funding level as the basis, commits each county to calculate its total financial responsibility by multiplying the number of legacied students by Catawba County’s ADM. Whichever county has the larger funding responsibility will subtract the other county’s funding responsibility from its own to determine the total payment due for the year.

RECOMMENDATION

Staff recommends the Board of Commissioners adopt the attached agreement establishing funding responsibility and school assignment parameters for Catawba and Lincoln County students impacted by the boundary update between Lincoln and Catawba Counties established by Session Law 2025-30.

STATE OF NORTH CAROLINA
COUNTY OF CATAWBA
COUNTY OF LINCOLN

**AGREEMENT REGARDING SCHOOL ASSIGNMENT FOR CATAWBA AND LINCOLN
COUNTY STUDENTS IMPACTED BY THE BOUNDARY UPDATE BETWEEN CATAWBA
COUNTY AND LINCOLN COUNTY**

This Agreement, made and entered into this ____ day of July, 2025, by and between Lincoln County; Lincoln County Board of Education (hereinafter referred to as “LCBOE”); Catawba County; and Catawba County Board of Education (hereinafter referred to as “CCBOE”) (collectively “the Parties” or individually “a Party”) for the purpose of determining school assignments for those students in Catawba County and Lincoln County affected by the new boundary line between Lincoln County and Catawba County established by Session Law 2025-30.

WITNESSETH:

WHEREAS, pursuant to N.C.G.S. §153A-18, Catawba County and Lincoln County requested the services of North Carolina Geodetic Survey to establish their common boundary, and said survey was provided to the counties on February 2, 2024; and

WHEREAS, pursuant to N.C.G.S. §153A-18, the survey provided by the North Carolina Geodetic Survey became effective on February 2, 2025 and is shown on plats recorded in Book 90, Page 135-138 of the Catawba County Registry and Book 28, Page 53-56 of the Lincoln County Registry (herein referred to as the “Surveyed Line”); and

WHEREAS, with the enactment of S.L. 2025-30, effective June 30, 2025 (herein referred to as “Change Date”), the General Assembly adopted a new boundary line as depicted by the Census Redistricting Data P.L. 94-171 TIGER/Line Shapefiles associated with the 2020 decennial census, not the Surveyed Line; and

WHEREAS, Section 5.4 of S.L. 2025-30 directs the boards of education of Catawba County and Lincoln County to cooperate with each other on behalf of residents who have students affected by the boundary change to ensure that a transition is made that provides students with a choice to remain in their current school system until graduation from high school, and the Parties agree this Agreement is in the best interests of the citizens of both Lincoln County and Catawba County to ensure consistency in education as determined by parents.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions contained in this Agreement accruing to the benefit of the Parties and other good and valuable consideration, the Parties agree as follows:

**ARTICLE I
RECITALS and PURPOSE**

1.1 Recitals. The recitals are incorporated into this Agreement.

1.2 Purpose. The purpose of this Agreement is to set forth the agreement of the Parties regarding assignment and funding of students in Catawba County and Lincoln County affected by the new

boundary line between the counties.

ARTICLE II TERM, AMENDMENT, TERMINATION and NOTICE

2.1 Term. This Agreement shall be effective upon the properly authorized execution of the Agreement by all Parties (herein referred to as “Effective Date”) and shall continue in effect through June 30, 2043 (herein referred to as “Term”). The Parties may agree to an earlier termination in writing, with approval and execution by the Parties’ governing boards when all responsibilities of this Agreement have been completed or replaced with superseding documents.

2.2 Amendment. This Agreement may only be amended in writing approved by and executed by the governing boards of the Parties. To propose an amendment to the Agreement, a Party may submit the proposed amendment and the reasons for the proposed amendment in writing to all Parties per the Notice provisions in this Article II. If the Parties agree to the proposed amendment, a written amendment to this Agreement shall be executed.

2.3 Notice. Any notice required by this Agreement shall be in writing and delivered to the Parties at the following addresses:

For Catawba County:
Catawba County
Attn: County Manager
PO Box 389
25 Government Drive
Newton, NC 28658

For Lincoln County:
Lincoln County
Attn: County Manager
PO Box 738
353 N. Generals Blvd
Lincolnton, NC 28093

For Catawba County Board of Education:
Catawba County Board of Education
Attn: Superintendent
2285 N Anderson Ave.
Newton, NC 28658

For Lincoln County Board of Education:
Lincoln County Board of Education
Attn: Superintendent
201 Jeb Seagle Drive
Lincolnton, NC 28092

ARTICLE III STUDENT PLACEMENT AND FUNDING

3.1 Legacied Students and Disqualified Students. This Agreement applies to all students who meet the definition of “Catawba Legacied Students” or “Lincoln Legacied Students” and are not otherwise Disqualified Students as provided herein. The term Legacied Students shall include both Catawba Legacied Students and Lincoln Legacied Students who are not otherwise Disqualified Students.

3.1.1. Catawba Legacied Students. Catawba Legacied Students are defined as all students who:

- a. Immediately prior to the Change Date were domiciled in Catawba County and were domiciled in Lincoln County on the Change Date;
- b. Were enrolled in CCBOE on the Change Date or are eligible to be enrolled, as students in CCBOE in Kindergarten through 12th grade for the 2025/2026 school

year; and

- c. As a result of the adoption of the new boundary line between Lincoln County and Catawba County, would otherwise be required to change school districts from CCBOE to LCBOE.

Attached hereto as Exhibit “A” is a list of addresses associated with potential Catawba Legacied Students.

3.1.2. Lincoln Legacied Students. Lincoln Legacied Students are defined as all students who:

- a. Immediately prior to the Change Date were domiciled in Lincoln County and were domiciled in Catawba County on the Change Date;
- b. Were enrolled in LCBOE on the Change Date or are eligible to be enrolled, as students in LCBOE in Kindergarten through 12th grade for the 2025/2026 school year; and
- c. As a result of the adoption of the new boundary line between Lincoln County and Catawba County, would otherwise be required to change school districts from LCBOE to CCBOE.

Attached hereto as Exhibit “B” is a list of addresses associated with potential Lincoln Legacied Students.

3.1.3 Existing Minor Dependents. Any minor dependents domiciled in the same domicile of a Legacied Student on the Change Date shall also be deemed a Legacied Student for the purpose of this Agreement.

3.1.4. Disqualified Students. The following minor dependents are disqualified as Legacied Students:

- a. Any Legacied Student who enrolls in the school system in which they are domiciled on or after the Change Date;
- b. Any Legacied Student who, on or after the Change Date, moves or changes their domicile from the residence at which they are domiciled on the Change Date; and
- c. Any child born into the domicile of a Legacied Student on or after the Change Date.

Any minor dependent who, on or after the Change Date, is born into the home of a Catawba Legacied Student shall be entitled to enroll in CCBOE subject to CCBOE fees required for an out-of-county transfer into CCBOE.

Any minor dependent who, on or after the Change Date, is born into the home of a Lincoln Legacied Student shall be entitled to enroll in LCBOE subject to LCBOE fees required for an out-of-county transfer into LCBOE.

3.2 Annual Certification of Legacied Students. By June 15 of each year through June 15, 2042, both the Superintendent of CCBOE and the Superintendent of LCBOE shall certify in writing, to all parties,

the name and address of all Legacied Students. The certification deadline for the 2025/2026 school year is September 15, 2025.

3.3 Student Placement. All certified Legacied Students, except those who are Disqualified Students, are entitled to be enrolled in the school district in which they were domiciled immediately prior to the Change Date. For the school years 2025/2026 through and including 2042/2043, Legacied Students not otherwise disqualified shall not be required to pay any out-of-county tuition to either CCBOE or LCBOE.

3.4 Financial Commitment. Catawba County shall have no obligation to pay Lincoln County for any disqualified student or Lincoln Legacied Students for the 2025/2026 school year.

By July 15 of each year, beginning in 2026, and continuing the same each year through 2042, Catawba County shall provide the amount Catawba County allots per student domiciled in CCBOE school district (herein referred to as “Per Pupil Allotment” or “Average Daily Membership” or “ADM”) for the following school year in writing to the Superintendents of CCBOE and LCBOE.

During the 2026/2027 school year and continuing during each school year thereafter through and including the 2042/2043 school year, Catawba County shall pay CCBOE and CCBOE shall pay LCBOE the following sum:

Catawba County’s Per Pupil Allotment/ADM for the applicable school year multiplied by the number of certified Lincoln Legacied Students for the applicable school year

LESS

Catawba County’s Per Pupil Allotment/ADM for the applicable school year multiplied by the number of certified Catawba Legacied Students for the applicable school year.

If the number of Catawba Legacied Students is determined to be more than the Lincoln Legacied Students during the 2026/2027 school year and continuing during each school year thereafter through and including the 2042/2043 school year, then Lincoln County shall pay CCBOE the following sum:

Catawba County’s Per Pupil Allotment/ADM for the applicable school year multiplied by the number of certified Catawba Legacied Students for the applicable school year

LESS

Catawba County’s Per Pupil Allotment/ADM for the applicable school year multiplied by the number of certified Lincoln Legacied Students for the applicable school year.

Payments made under this section, by either Catawba or Lincoln County, shall be made one time per fiscal year, no later than August 15th. The payment for the 2025/2026 school year is due no later than October 15, 2025.

ARTICLE IV OTHER PROVISIONS

4.1. No Third-Party Beneficiaries. This Agreement is not intended for the benefit of any third party. The rights and obligations contained herein belong exclusively to the Parties hereto and shall not confer any rights or remedies upon any person or entity other than the Parties hereto.

4.2. Governing Law, Venue. The Parties acknowledge that this Agreement shall be governed by the laws of the State of North Carolina. Venue for any disputes arising under this Agreement may be in the courts of Catawba County or Lincoln County, North Carolina.

4.3. Entire Agreement. The terms and provisions herein contained constitute the entire agreement by and between the Parties hereto and shall supersede all previous communications, representations, or agreements, either oral or written between the Parties hereto with respect to the subject matter hereof.

4.4. Severability. If any provision of this Agreement shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Agreement.

4.5. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same document.

4.6. Representations and Warranties. The Parties each represent, covenant and warrant for the other's benefit as follows:

- a. Each Party has all necessary power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement.
- b. This Agreement is a valid and binding obligation of each Party. Neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with its terms and conditions, nor the consummation of the transactions contemplated by this Agreement, results in a breach of the terms, conditions and provisions of any agreement or instrument to which a Party is now a party or by which any Party is bound or constitutes a default under any of the foregoing.
- c. To the knowledge of each Party, there is no litigation or other court, or administrative proceeding pending or threatened against such Party (or against any other person) affecting such Party's rights to execute or deliver this Agreement or to comply with its obligations under this Agreement.
- d. The Party's execution and delivery of this Agreement, and its compliance with its obligations under this Agreement, does not require the approval of any regulatory body or any other entity the approval of which has not been obtained.

4.7. Dispute Resolution. Notwithstanding any other provision of this Agreement, any Party may contest any decision, action or inaction of the other Party, or an alleged failure of the other Party to comply with the terms of this Agreement. In the event of conflict or default that might arise for matters associated with this Agreement, the Parties agree to informally communicate to resolve the conflict. If any such dispute cannot be informally resolved, then such dispute, or any other matter arising under this Agreement, shall be subject to resolution in a court of competent jurisdiction. Such disputes, or any other

claims, disputes or other controversies arising out of, and between the Parties shall be subject to and decided exclusively by the appropriate General Court of Justice of Catawba County or Lincoln County, North Carolina.

4.8. No Waiver of Non-Compliance with Agreement. No provision of this Agreement shall be deemed to have been waived by any Party hereto unless such waiver shall be in writing and executed by the same formality as this Agreement. The failure of any Party hereto at any time to require strict performance by the other of any provision hereof shall in no way affect the right of the other Party to thereafter enforce the same. In addition, no waiver or acquiescence by a Party hereto of any breach of any provision hereof by another Party shall be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

4.9 Assignment. No Party may assign any interest in or obligation under this Agreement without the prior express written consent of the other Parties.

4.10 Electronic Version of Agreement. Any Party may convert a signed original of the Agreement to an electronic record pursuant to a North Carolina Department of Natural and Cultural Resources approved procedure and process for converting paper records to electronic records for record retention purposes. Such electronic record of the Agreement shall be deemed for all purposes to be an original signed Agreement.

4.11 Headings. Section and paragraph headings contained in this Agreement are solely for the convenience of the Parties and shall not affect in any way the meaning or interpretation of this Agreement.

4.12 Further Actions. The Parties agree to cooperate fully and execute any and all further documents and to take all further actions that may be necessary to give full force and effect to the intent of this Agreement.

{Signatures on following pages}

This the _____ day of July, 2025.

CATAWBA COUNTY

C. Randall Isenhower, Chair
Catawba County Board of Commissioners

STATE OF NORTH CAROLINA
COUNTY OF CATAWBA

SWORN TO AND SUBSCRIBED BEFORE ME
This the _____ day of _____, 2025.

[Notary Seal]

Notary Public
Printed Name: _____
My Commission Expires: _____

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

Date: _____

Mary Morrison, Chief Financial Officer

APPROVED AS TO FORM

Date: _____

Jodi Stewart, County Attorney

This the ____ day of July, 2025.

CATAWBA COUNTY BOARD OF EDUCATION

Tim Settlemyre, Chair
Catawba County Board of Education

STATE OF NORTH CAROLINA
COUNTY OF CATAWBA

SWORN TO AND SUBSCRIBED BEFORE ME
This the ____ day of _____, 2025.

[Notary Seal]

Notary Public
Printed Name: _____
My Commission Expires: _____

THIS INSTRUMENT has been pre-audited in the manner required by the School Budget and Fiscal Control Act as amended.

Date: _____

Angie Davis, Chief Financial Officer

APPROVED AS TO FORM

Date: _____

Crystal Davis, Attorney

This the _____ day of July, 2025.

LINCOLN COUNTY

Jamie Lineberger, Chair
Lincoln County Board of Commissioners

STATE OF NORTH CAROLINA
COUNTY OF LINCOLN

SWORN TO AND SUBSCRIBED BEFORE ME
This the _____ day of _____, 2025.

[Notary Seal]

Notary Public
Printed Name: _____
My Commission Expires: _____

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

Date: _____

Deanna Rios, Finance Director

APPROVED AS TO FORM

Date: _____

Megan Gilbert, County Attorney

This the _____ day of May, 2025.

LINCOLN COUNTY BOARD OF EDUCATION

Christina H. Sutton, Chair
Lincoln County Board of Education

STATE OF NORTH CAROLINA
COUNTY OF LINCOLN

SWORN TO AND SUBSCRIBED BEFORE ME
This the ____ day of _____, 2025.

[Notary Seal]

Notary Public
Printed Name: _____
My Commission Expires: _____

THIS INSTRUMENT has been pre-audited in the manner required by the School Budget and Fiscal Control Act as amended.

Date: _____

Beth McCraw, Chief of Financial Operations

APPROVED AS TO FORM

Date: _____

K. Dean Shatley II, Attorney

MEMORANDUM

TO: Catawba County Board of Commissioners
FROM: Jodi Stewart, County Attorney
DATE: July 21, 2025
RE: Joint Resolution – Reconstituted Lake Norman Marine Commission

REQUEST

Staff requests the Board of Commissioners adopt the attached Joint Resolution reconstituting the Lake Norman Marine Commission.

BACKGROUND

The Lake Norman Marine Commission (LNMC) was originally established in 1969 and operated continuously until May 5, 2025, when the Lincoln County Board of Commissioners adopted a resolution withdrawing from the LNMC, which resulted in the dissolution of the Commission on June 30, 2025. Catawba, Iredell, Lincoln, and Mecklenburg Counties have been the member counties since LNMC's inception. In order to maintain law enforcement authority on Lake Norman, the Board adopted a resolution on May 19, 2025, reiterating and re-establishing the previously adopted joint resolution establishing territorial jurisdiction for all law enforcement officers with any jurisdiction on any part of Lake Norman over all of Lake Norman and its shoreline area.

On June 30, 2025, House Bill 23 was ratified, reconstituting the LNMC with a revised governance structure and powers and authorities. Changes to the statute include:

1. The LNMC may be created by three or more of the eligible local governments, as opposed to all four counties.
2. Each participating local government appoints two members, and the appointed commissioners then select one at-large commissioner.
3. The LNMC can assess fees related to education, training or certification services; use of facilities operated by the LNMC; or permits for special uses of Lake Norman and its shoreline.

This resolution also continues to provide that all law enforcement officers with territorial jurisdiction as to any part of Lake Norman or its shoreline area, within the limitations of their subject matter jurisdiction, have the authority of peace officers in enforcing the laws over all of Lake Norman and its shoreline area, including any applicable ordinances or regulations adopted by local governments.

RECOMMENDATION

Staff recommends the Board of Commissioners adopt the attached resolution reconstituting the Lake Norman Marine Commission.

Resolution 2025-27

**JOINT RESOLUTION BY THE CATAWBA COUNTY BOARD OF COMMISSIONERS TO
RECONSTITUTE THE LAKE NORMAN MARINE COMMISSION
PURSUANT TO ARTICLE 6B OF CHAPTER 77 OF THE NORTH CAROLINA GENERAL STATUTES**

WHEREAS, Lake Norman, a major regional water body and economic, recreational, and environmental resource, lies partially within the jurisdictional boundaries of Catawba County, Iredell County, Lincoln County and Mecklenburg County in North Carolina; and

WHEREAS, the North Carolina General Assembly, through Article 6B of Chapter 77 of the General Statutes (Session Law 2025-67), has authorized the reconstitution of the Lake Norman Marine Commission (the "Commission") to oversee all matters of public recreation, including but not limited to, boating and water safety, aquatic vegetation control, and shoreline protection; and

WHEREAS, Catawba County is an eligible participating local government pursuant to N.C.G.S. § 77-89.1(a); and

WHEREAS, N.C.G.S. § 77-89.2 requires that three (3) or more eligible local governments adopt substantially identical joint resolutions to formally reconstitute the Commission to ensure the coordinated governance applicable to Lake Norman and its shoreline area; and

WHEREAS, N.C.G.S. § 77-89.10 provides that upon a joint resolution, all law enforcement officers with territorial jurisdiction as to any part of Lake Norman or its shoreline area, within the limitations of their subject matter jurisdiction, shall have the authority of peace officers in enforcing the laws over all of Lake Norman and its shoreline , including any applicable ordinances or regulations adopted by local governments; and

WHEREAS, the Board of Commissioners finds it in the best interest of Catawba County to participate in this joint effort to promote coordinated governance, resource protection, and responsible public use of Lake Norman.

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

Section 1. Participation in Reconstitution

Catawba County hereby joins in this joint resolution to reconstitute the Lake Norman Marine Commission pursuant to Article 6B of Chapter 77 of the North Carolina General Statutes. Upon the Executive Director of the Wildlife Resources Commission certifying that three (3) or more eligible local governments have adopted substantially identical resolutions, the Commission shall be reconstituted and begin operating pursuant to Article 6B.

Section 2. Appointment of Commissioner

In accordance with N.C.G.S. § 77-89.3, Catawba County shall appoint two (2) members to the Commission, who:

- Shall be a full-time resident of Catawba County for at least nine (9) months each year;
- Shall serve a five (5)-year term, unless otherwise specified to stagger initial terms;
- Shall meet the ethical requirements and conflict-of-interest standards of N.C.G.S. § 77-89.3(f); and
- May be removed for cause under N.C.G.S. § 143B-13.

Section 3. Financial Contribution

Catawba County shall contribute annually its equal share of financial support to the Commission, as required by N.C.G.S. § 77-89.6(f), or as otherwise agreed by the participating local governments under N.C.G.S. § 77-89.6(e). Contributions may be made from tax or non-tax sources.

Section 4. Filing and Certification

A certified copy of this Resolution shall be transmitted to the Executive Director of the Wildlife Resources Commission. Upon receipt of substantially identical resolutions from at least two (2) other eligible local governments, the Executive Director shall certify the joint resolution in accordance with N.C.G.S. § 77-89.7.

Copies of this Resolution shall also be filed with:

- The Secretary of State;
- The Secretary of the Department of Environmental Quality;
- The Secretary of the Department of Commerce;
- The Clerk of Superior Court of Catawba County;
- The clerk to the board of each of the participating local governments;
- The General Manager of Water Strategy for the federal licensee of the Catawba-Wateree Hydro Project (FERC No. 2232); and
- A news outlet serving the four-county Lake Norman region.

Section 5. Enforcement

All law enforcement officers with territorial jurisdiction as to any part of Lake Norman or its shoreline area shall, within the limitations of their subject matter jurisdiction, continue to have the authority of peace officers in enforcing the laws over all of Lake Norman and its shoreline area pursuant to N.C.G.S. § 77-89.10 and as previously adopted by Catawba County Joint Resolution No. 2015-05 and No. 2025-18.

Section 6. Effective Date

This Resolution shall become effective upon the Executive Director's certification under N.C.G.S. § 77-89.7 that substantially identical resolutions have been adopted by at least three (3) eligible local governments. The Commission shall be reconstituted and its initial appointments become effective seven (7) calendar days following such certification, as provided in Section 5.4 of Session Law 2025-67.

Adopted this the 21st day of July 2025, by the Catawba County Board of Commissioners.

[COUNTY SEAL]

Catawba County, North Carolina

By: _____

C. Randall Isenhower

Chair, Catawba County Board of Commissioners

Attest: _____

Dale R. Stiles

Clerk to the Board