

AGENDA

Catawba County Board of Commissioners Meeting
Monday, February 3, 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 January 21, 2025.](#)
5. Recognition of Special Guests.
6. Public Comments.
7. [Appointments.](#)
8. Presentations.
 - a. [Proclamation in Observance of Black History Month. Presented to Catawba County NAACP President Jerry L. McCombs.](#)
9. Consent Agenda.
 - a. [Designation of Primary and Secondary Agents for FEMA Applications.](#)
 - b. [FY24 State Criminal Alien Assistance Program Grant Acceptance.](#)
 - c. [Subscription-Based IT Agreement Transfer and Materiality Threshold.](#)
 - d. [FY2023 Urgent Repair Program Interest Appropriation.](#)
 - e. [Sherrills Ford EMS Base Purchase Contract Amendment.](#)
10. Other Items of Business.
11. Manager's Report.
12. Attorney's Report.
[Pasta Piccinini Economic Development Agreement Termination.](#)
13. 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, February 17 2025, at 7:00 p.m., in the Board of Commissioners Meeting Room of the Catawba County Justice Center.

APPOINTMENTS

AUSTIN (Due)

11/04/24

2/02/25

3-year terms

Dangerous Dog Appellate Board

Dr. Sharon Monday

Mike Rutledge

Eligible for a 5th Term

Eligible for a 5th Term

Vice-Chair Allran recommends the following reappointments to the Dangerous Dog Appellate Board: Dr. Sharon Monday for a fifth term, with a term expiration of November 4th, 2027 and Mike Rutledge for a fifth term with a term expiration of February 2, 2028.

Government of Catawba County, North Carolina

PROCLAMATION

In Support of Black History Month

WHEREAS, the Catawba County Board of Commissioners and County citizens hereby recognizes February 2025 as Black History Month, celebrating the many notable contributions that African Americans have made to our community, state, and country; and

WHEREAS, in 1976, Black History Month was formally adopted to honor and affirm the importance of Black history throughout our American experience; and

WHEREAS, since 1976, every American president has designated February as Black History Month and endorsed a specific theme, with the theme for 2025 focusing on African Americans and labor, highlighting the significant contributions of African Americans to the workforce throughout history; and

WHEREAS, in the fields of visual and performing arts, literature, fashion, folklore, language, film, music, architecture, culinary and other forms of cultural expression the African American influence has been indelible; and

WHEREAS, African Americans have made valuable and lasting contributions to Catawba County and our state, impacting all aspects of society, including business, education, politics, science, athletics and the arts; and

WHEREAS, much of Catawba County's honor, strength, and stature can be attributed to the diversity of cultures and traditions that are celebrated by the residents of this great county; and

WHEREAS, this observance presents a special opportunity to become more knowledgeable about black heritage and to honor the many black leaders who have played a part of the progress of our community; and

WHEREAS, during Black History Month all Americans are encouraged to reflect on the contributions made and challenges faced by African Americans and look to the future to continue the work of advancing the fundamental ideals of freedom, equality, and justice;

NOW, THEREFORE, THE CATAWBA COUNTY BOARD OF COMMISSIONERS, does hereby proclaim February 2025 as Black History Month in Catawba County, and commend its observance to all citizens.

This the 3rd day of February, 2025.

Randy Isenhower, Chair
Catawba County Board of Commissioners



catawba county emergency services

MEMORANDUM

TO: Catawba County Board of Commissioners

FROM: Jason Williams, Emergency Management Coordinator

DATE: February 3, 2025

SUBJECT: Designation of Primary and Secondary Agents for Individual Hazard Mitigation Efforts

Request:

Staff requests the Board of Commissioners designate Primary and Secondary Agents, Bryan Blanton and Jason Williams respectively, to execute and file hazard mitigation applications on behalf of Catawba County residents for federal and/or state assistance related to Hurricane Helene (DR-4827-NC).

Background:

On September 29, 2024, President Biden declared that a major disaster exists in our region and ordered federal aid to supplement state and local recovery efforts in the area affected by Hurricane Helene beginning September 26, 2024. Catawba County and all its eligible municipalities were included in the declaration. This declaration allows federal funding to be available to the state, eligible local governments and individuals in certain situations.

In addition to executing and filing applications, the Primary and Secondary Agents will represent Catawba County in all dealings with the State of North Carolina and the Federal Emergency Management Agency for all matters related to individual hazard mitigation disaster assistance associated with the above-named disaster.

Recommendations:

Staff requests the Board of Commissioners designate Bryan Blanton as the Primary Agent and Jason Williams as the Secondary Agent to execute and file hazard mitigation applications on behalf of Catawba County residents for federal and/or state assistance related to Hurricane Helene (DR-4827-NC).

catawbacountync.gov

Catawba County Justice Center

100 Government Drive | PO Box 389 | Newton NC 28658 | 828.465.8230

MAKING. LIVING. BETTER.

MEMORANDUM

TO: Catawba County Board of Commissioners

FROM: Heather Koon, Business Manager, Sheriff's Office

DATE: February 3, 2025

IN RE: State Criminal Alien Assistance Program Grant –FY2024

REQUEST

Staff requests the Board of Commissioners accept and appropriate a grant from the US Department of Justice, State Criminal Alien Assistance Program (SCAAP) in the amount of \$14,269.00 along with its required certifications and assurances.

BACKGROUND

SCAAP is a formula-based grant program that provides agencies with reimbursement for some of the costs associated with incarcerating undocumented, criminal aliens who have committed serious crimes in the U.S. The goal of this program is to enhance public safety in communities throughout the nation.

The amount of grant funds awarded is based on individuals held in the Newton Detention Center during fiscal year 2023/2024. There are no matching funds required for this award; it is 100% Federal funding. Funds under this program can be used for correctional purposes only. Staff recommends using \$11,843.27 of the funding to purchase Motorola R7 radios that are specific to the Detention Facility/Court campus. These radios are used to communicate within the facility for inmate issues, movement, officer safety, and general operations. The radios will allow the Detention Center to move closer to its goal of equipping each officer with a radio.

As has been the practice since 2014, Justice Benefits (JBI) was contracted to compile the data required for submission of the formula-based grant for a fee of 17% (\$2,425.73) of the SCAAP funds received.

RECOMMENDATION

Staff requests the Board of Commissioners accept and appropriate a grant from the US Department of Justice, State Criminal Alien Assistance Program (SCAAP) in the amount of \$14,269.00 along with its required certifications and assurances.

SUPPLEMENTAL APPROPRIATION

Revenue

110-220050-620385 \$14,269

State Criminal Alien Assistance Program (SCAAP)

Appropriation:

110-220050-857900 \$2,425.73

Contractual Services

110-220050-870100 \$11,843.27

Small Tools & Minor Equipment

MEMORANDUM

To: Board of County Commissioners

From: Mary Morrison, Chief Financial Officer

Date: February 3, 2025

Subject: GASB 87 and 96 Materiality Threshold

Request

Staff requests the Board of Commissioners approve the GASB 87 and 96 materiality threshold for the recognition of long-term debt obligations for leases and subscription-based software agreements to agreements \$500,000 and greater.

Background

The Governmental Accounting Standards Board (GASB) issued new accounting standards for the recognition of Leases and Subscription-Based Information Technology Agreements (SBITAs) with non-cancellable periods greater than 12 months. These standards are referred to as GASB 87 and 96, respectively. Both standards require the recognition of a long-term debt obligation for agreements meeting specific criteria. In addition, payments made to satisfy the debt obligation must be recognized as debt service payments versus operating expenses. The County implemented these new standards in fiscal years 2023 and 2024.

Materiality Threshold

The County's current materiality threshold for GASB 87 and 96 is set at agreements with a total value of \$200,000 and greater. With the implementation of both GASB pronouncements and its relevance to the recognition of debt obligations, staff recommend increasing the materiality threshold for recognizing these agreements as long-term debt to \$500,000 and greater. This materiality threshold aligns with the NC Local Government Commission debt issuance approval thresholds. NCGS 159-148 requires units of government to seek LGC approval for financing agreements relating to the lease, acquisition or construction of capital assets when the agreement extends for five years, and the sum of the obligation is at least \$500,000.

Through the establishment of a standardized benchmark for materiality, minimal lease and subscription-based software agreements will not be recognized as long-term debt but appropriated as an operating expense within the budget.

Recommendation

Staff recommends the Board of Commissioners approve the GASB 87 and 96 materiality threshold for the recognition of long-term debt obligations for leases and subscription-based software agreements to agreements \$500,000 and greater.

MEMORANDUM

To: Board of Commissioners
From: Chris Timberlake, Director of Planning
Date: February 3, 2025
Re: 2023 Urgent Repair Program Project Budget Ordinance Amendment

REQUEST

Staff requests the Board of Commissioners amend the 2023 Urgent Repair grant project budget ordinance to appropriate \$1,134 in interest earned for housing rehabilitation activities.

BACKGROUND

Catawba County received a \$132,000 Urgent Repair Grant in 2024 from the North Carolina Housing Finance Agency. A total of \$1,134 in interest has been earned to date. The Project Budget Ordinance needs to be amended so the County may expend the interest earned through the rehabilitation line item. This will help complete the repairs needed for the last house obligated as the grant is finishing up.

STAFF RECOMMENDATION

Staff recommends the Board of Commissioners amend the 2023 Urgent Repair grant project budget ordinance to appropriate \$1,134 in interest earned for housing rehabilitation activities.

Supplemental Appropriation

280-420143-849120	Urgent Repair 2023	\$1,134
280-420143-680300	Interest on Investments	\$1,134

MEMORANDUM

TO: Board of County Commissioners
FROM: Paul Murray, Assistant County Manager
DATE: February 3, 2025
SUBJECT: Sherrills Ford-Terrell Fire Station Property Acquisition Amendment

REQUEST

Staff requests the Board of Commissioners amend the previously approved purchase price for Sherrills Ford-Terrell Fire Station located at 4385 Mt. Pleasant Road by \$18,000 and appropriate the funds necessary to complete this transaction from a previously completed capital project.

BACKGROUND

At its regular meeting on December 16th, the Board of Commissioners approved the purchase of the Sherrills Ford-Terrell Fire Station located at 4385 Mt. Pleasant Road for \$475,000 to secure future EMS expansion capacity in a growing part of the community. Earlier this month, County staff and the Sherrills Ford-Terrell Fire Department discovered a mathematical error in calculating the previously approved purchase price which resulted in an approved price that was \$18,000 lower than what Catawba County had conceptually committed to. Staff therefore requests the authorized purchase price be amended from \$475,000 to \$493,000, and all funds be appropriated to support this transaction. (Sufficient funds to support this request are available in the recently completed St. Stephens EMS Base project; no new appropriation is required.)

RECOMMENDATION

Staff requests the Board of Commissioners amend the previously approved purchase price for Sherrills Ford-Terrell Fire Station located at 4385 Mt. Pleasant Road by \$18,000 and appropriate the funds necessary to complete this transaction from a previously completed capital project.

APPROPRIATION

Expense:

From:	410-460100-988000-12045	St. Stephens EMS Base	\$18,000
To:	410-460100-987000-12049	Sherrills Ford EMS Base	\$18,000

MEMORANDUM

TO: Catawba County Board of Commissioners
FROM: Jodi Stewart, County Attorney
DATE: February 3, 2025
RE: Termination of Economic Development Agreement – Piccinini's Trader LLC and Piccinini SRL

Request:

Staff requests the Board of Commissioners approve termination of the Economic Development Agreement between Catawba County, Piccinini's Trader LLC, and Piccinini SRL.

Background:

In February 2023, Catawba County entered into an Economic Development Agreement (EDA) with Pasta Piccinini (Piccinini's Trader LLC and Piccinini SRL), an Italian food manufacturer, to support its planned relocation to Newton, NC. The company initially proposed a \$3 million investment and the creation of 27 jobs at the facility located at 721 Shea Road.

The project involved renovating 22,500 square feet of the 67,500-square-foot facility for food-grade production, with plans to scale operations into the remaining space over time. The County committed to supporting the project through a 50% property tax grant for two years and contributing to the NC Building Reuse Grant of \$175,000 with a 5% local match (split with the City of Newton).

EDC reported productive discussions throughout 2023 and purchase of the facility by the company, but communication with the company and their development partners diminished significantly soon after. Despite numerous attempts by the EDC to engage the company directly and through intermediaries over the past year, the project does not appear to be moving forward, and the building the company purchased is expected to have a new owner in the very near future.

Review

The local EDAs with the company were performance-based, contingent upon job creation and investment milestones, none of which were met. As a result, no payments were made, and the agreements can be terminated without financial impact to the County. These actions will enable the County appropriately close out all remaining administrative matters tied to the project.

Recommendation:

Staff recommends the Board of Commissioners approve termination of the Economic Development Agreement between Catawba County, Piccinini's Trader LLC, and Piccinini SRL.

**TERMINATION OF ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN
Piccinini's Trader LLC and Piccinini SRL LLC and Catawba County
Dated February 7, 2023**

Catawba County: Catawba County
 25 Government Drive
 Post Office Box 389
 Newton, NC 28658

Companies: Piccinini's Trader LLC
 950 N. Fair Oaks Avenue
 Pasadena, CA 91103
 Attn: Niccolo Paglia

 Piccinini's SRL LLC
 950 N. Fair Oaks Avenue
 Pasadena, CA 91103
 Attn: Niccolo Paglia

THIS TERMINATION AGREEMENT (hereinafter "Agreement") is made and entered into this the ____ day of ____, 2025, by and between the **Catawba County** (hereinafter sometimes referred to as "County"), a North Carolina body politic, party of the First Part, and **Piccinini's Trader LLC and Piccinini SRL LLC** ("Piccinini" or "Companies"), Limited Liability Companies, parties of the Second Part.

WITNESSETH:

WHEREAS, the County and Companies on February 7, 2023, executed and delivered that certain Economic Development Agreement (hereinafter "EDA") relating to certain terms and conditions pursuant to which the County would make certain appropriations as incentives to assist Companies in carrying out a project (the "Project") involving the acquisition, construction and equipping of a manufacturing facility at 721 Shea Road, Newton, NC (Parcel ID# 364910266451) (sometimes herein referred to as the "Property") at a cost of not less than Three Million Dollars (\$3,000,000) with creation of a minimum of Twenty Seven (27) net new jobs at the facility, with improvements to be made between September 1, 2022 and December 31, 2023 (the "Improvement Period") and net new jobs to be created between September 1, 2022 and December 31, 2025 (the Job Creation Period"); and

WHEREAS, Companies have been removed from the State of North Carolina Rural Infrastructure Authority Building Reuse Grant program for not meeting the job creation or investment criteria; and

WHEREAS, Companies have not met the investment obligations in excess of Three Million Dollars (\$3,000,000) by December 31, 2023, which is an event of default under Paragraph 8.a. of the February 7, 2023 EDA; and

WHEREAS, Companies have not filed for nor requested payment of incentives by County in anticipation of Companies' being unable to meet the investment and net new jobs requirements of the EDA; and

WHEREAS, County to date has not paid any incentives under the EDA and desires to terminate Catawba County's EDA with the Companies; and

WHEREAS, the parties hereto have agreed to terminate the existence of the EDA.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, and of other consideration, the receipt and sufficiency of which is now acknowledged by the parties, the County and Companies do hereby agree as follows:

I. Termination of Economic Development Agreement.

Upon the execution of this Agreement, the EDA shall be terminated and shall be of no further force or effect, with County and Companies each being completely and finally released from any obligation of performance, past, present or future, under said Agreement.

II. Miscellaneous.

A. Binding Effect. This Agreement shall inure to the benefit of, and is binding upon the County and Companies and their respective successors and assigns.

B. Modification. Except as otherwise provided in this Agreement, this Agreement may not be amended, changed, modified or altered except by written agreement of the parties.

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

Catawba County: Catawba County
Attn: Mary Furtado, County Manager
Post Office Box 389
Newton, NC 28658

Copy to: County Attorney
Attn: Jodi Stewart
Post Office Box 389
Newton, NC 28658

Companies: Piccinini SRL LLC
950 N. Fair Oaks Avenue
Pasadena, CA 91103
Attn: Niccolo Paglia

and to:

Piccinini's Trader LLC
420 N. Montebello Boulevard
201
Montebello, CA 90640
Attn: Stefano Piccinini

Piccinini's Trader LLC
420 N. Montebello Boulevard
201
Montebello, CA 90640
Attn: Matteo Piccinini

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

D. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such fully executed counterpart.

E. Situs. This Agreement is governed by and shall be construed in accordance with the laws of the State of North Carolina.

F. Costs. Except as otherwise specifically set forth herein, each party shall bear its own legal and other costs and fees with respect to the transactions contemplated under this Agreement

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

Catawba County,
A North Carolina Body Politic

Attest:
(SEAL)

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

Dale R. Stiles, Clerk

STATE OF NORTH CAROLINA
COUNTY OF CATAWBA

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

Witness my hand and seal this _____ day of _____, 2025.

[Seal]

Notary Public

My commission expires: _____

APPROVED AS TO FORM

Date: _____

Jodi Stewart, County Attorney

Piccinini's Trader LLC

By: _____(SEAL)

Piccinini SRL LLC

By: _____(SEAL)

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____ a Notary Public of said County and State, do certify that _____, _____, personally appeared before me this day and acknowledged on behalf of Piccinini's Trader LLC, a limited Liability Company, the voluntary due execution of the foregoing document, all for the purposes therein expressed.

Witness my hand and seal this _____ day of _____, 2025.

[Seal]

Notary Public

My commission expires: _____

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____ a Notary Public of said County and State, do certify that _____, _____, personally appeared before me this day and acknowledged on behalf of Piccinini SRL LLC, a limited Liability Company, the voluntary due execution of the foregoing document, all for the purposes therein expressed.

Witness my hand and seal this _____ day of _____, 2025.

[Seal]

Notary Public

My commission expires: _____