

AGENDA

Catawba County Board of Commissioners Meeting
Monday, May 5, 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 of April 21, 2025.](#)
5. Recognition of Special Guests.
6. Public Comments.
7. Presentations.
 - a. [Proclamation in Observance of Long View Lions Club 75th Anniversary. Presented to Alice Faye Peugh with Long View Lions Club.](#)
 - b. Civic Leadership Academy Graduation Presentation.
8. Department Reports.

Social Services.
[Community Child Protection and Fatality Prevention Team Annual Report. Presented by Child Protective Services Program Manager Jessica Ford and Public Health Nursing Supervisor Marianne Vogel.](#)
9. Consent Agenda.
 - a. [Surplus Equipment Donation: Claremont Rescue Squad and Catawba Volunteer Fire Department.](#)
 - b. [2023 Landfill Compactor Rebuild Appropriation.](#)
 - c. [Public Health Medical Records Scanning Project.](#)
 - d. [Vehicle Accident Insurance Settlement Appropriations.](#)
 - e. [Claremont International Rail Park Select-Site Readiness Program Grant Agreement.](#)
 - f. [Pyrotechnics Permit Application.](#)
 - g. [Preliminary Assessment Resolution: Mountain Creek Ridge Subdivision Road Improvement Project.](#)
 - h. [On-Call Engineering Services for County's Solid Waste Facilities Master Agreements.](#)
 - i. [Preliminary Assessment: Langdon Ridge Subdivision Road Improvements.](#)
 - j. [Map Review Officer Designation.](#)
 - k. [FEMA Project – Riverbend Park Culvert Replacement Ordinance \(Second Reading\)](#)
10. Other Items of Business.
11. Manager's Report.
12. Attorney's Report.
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, May 19, 2025, at 7:00 p.m., in the Board of Commissioners Meeting Room of the Catawba County Justice Center.

Proclamation

Catawba County, North Carolina

75TH ANNIVERSARY OF LONG VIEW LIONS CLUB

WHEREAS, Long View Lions Club has served Long View and surrounding communities since 1950; and

WHEREAS, Long View Lions Club has been dedicated to various charitable causes, including vision and hearing programs, supporting local charities, and being instrumental in fundraising and building Long View Recreation Center; and

WHEREAS, Long View Lions consistently strive to make a positive impact on the lives of neighbors and contribute to the betterment of the local community; and

WHEREAS, a significant achievement of the Lions Clubs includes the Unifour Children's Sight (and Senior Sight/Family Sight) Program. This initiative funded the purchase of a new vision vans and equipment for free vision screenings for area children across the Unifour region of Western North Carolina including Catawba, Alexander, Burke and Caldwell counties; and

WHEREAS, Long View Lions' service projects include but are not limited to street clean up, packing food for the Corner Table Backpack Program, and Plastic to Fantastic Program collecting plastic for the NexTrex Plastic Bag & Film Recycling Program that has collected over 6,000 pounds of plastic and earned six benches placed around the local community; and

NOW, THEREFORE, THE CATAWBA COUNTY BOARD OF COMMISSIONERS, does hereby extends its congratulations on the 75th Anniversary of the Long View Lions Club and observes the diligent work and dedication of Long View Lions Club members and the importance of community service and volunteerism to Catawba County and surrounding communities.

This the 5th day of May, 2025.

C. Randall Isenhower, Chair
Catawba County Board of Commissioners



catawba county social services

MEMORANDUM

TO: Catawba County Board of Commissioners
FROM: Karen C. Harrington, Social Services Director
DATE: May 5, 2025
RE: Community Child Protection & Fatality Prevention Team Annual Report

Request:

Staff request the Board of Commissioners accept the statutorily required annual report of the Community Child Protection & Fatality Prevention Team (CCPT & CFPT), approve the priorities, and authorize submittal of this required information to the State.

Staff also requests the Board of Commissioners approve the designation of Catawba County as a single county local team.

Background:

The Catawba County Child Protection Team was established in February 1992 as the result of a gubernatorial executive order by Governor James Martin. Later, North Carolina mandated a Child Fatality Review Team and Catawba County elected to combine the two, with a first joint meeting in August 1995. The combined teams have met quarterly since its inception, except for specially called meetings. The Child Protection Team has the legal responsibility for reviewing cases of child fatalities when the family is known to the Department of Social Services and identification of areas in Protective Services needing improvement in order to maximize the safety of the community's children. The Child Fatality Team's purpose is to provide a multi-agency, multi-disciplinary approach to study cases of childhood death in Catawba County in order to attempt to reduce child fatalities. The local directors of Social Services and Public Health have specific responsibilities for each team and the Board of County Commissioners decides if there will be a team for each area or if they will be combined.

This report addresses the work of the Community Child Protection/Child Fatality Prevention Team. As the Board of Commissioners is aware, having led the County through a Strategic Planning Process, supporting a community in efforts to be "Healthy & Safe" are integral to the foundation of a community. To this end, efforts continue to be made for the group to review additional individual child protection issues county-wide and to satisfy the State's agreement with the Federal Government to use Child Protection Teams as a review mechanism in the Child Protective Services arena. The commitment of team members, their advocacy and dedication to improving the lives of citizens of Catawba County has been admirable and a most worthwhile effort.

Updates to North Carolina's Child Fatality Prevention System

Effective July 1, 2025, the current model of CCPTs and CFPTs is ending. North Carolina will soon undergo a substantial restructuring of its statewide child fatality prevention system, including changes to how child fatalities and active CPS cases are reviewed at the local level as a result of legislative changes that were part of the 2023 Appropriations Act (S.L. 2023-134). The goal of these changes was to "eliminate the silos and redundancy that

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exist within the current system,” while also seeking to strengthen the system’s effectiveness in preventing child abuse, neglect, and death.

The Community Child Protection Team (CCPT) and Child Fatality Prevention Teams (CFPT) will become one “Local Team” effective July 1, 2025, driven by compliance requirements related to the 2023 Appropriations Act (Section 9H.15). The local team will now either operate as a single or multi-county team. Staff’s recommendation to Commissioners is to approve Catawba County remaining a single-county team.

The other significant change will be in the type of cases the local team will review. Effective July 1, 2025, the team will review deaths of children under age 18 in one of the following categories (and may elect to review additional deaths outside those categories): undetermined causes; unintentional injury; violence; motor vehicle accidents; sudden unexpected infant death; suicide; deaths not expected in the next six months; deaths related to child maltreatment or child deaths involving a child or child’s family who was reported to or know to child protective services; and/or other deaths according to guidelines set by NCDHHS. The team will be required to use the National Fatality Review – Case Reporting System (NFR-CRS). Additionally, the State Child Fatality Review Team will no longer conduct Intensive Reviews, and instead the Local Team will review those deaths. The Local Team is required to meet a minimum of 2x/year.

The Catawba County local team which is mandated by law includes the following members:

Representative	Name/Title
State Mandated	
Dept of Social Services Director	Karen Harrington Director, Catawba County Social Services
Social Services Staff Member	Jessica Ford (Co-Chair) CPS Program Manager, DSS
Law Enforcement Member (Appointed by County Commissioners)	Sheriff Don Brown Subcommittee Designee: Lieutenant Michael Hoyle
Attorney from District Attorney’s Office (Appointed by County Commissioners)	Scott Reilly District Attorney – 36 th District Designee: Nancy R. Lee, Assistant District Attorney
Executive Director of Community Action Agency or Designee	Adrienne Opdyke Executive Director, Children’s Advocacy and Protection Center
Local School Superintendents or Designees	Catawba County Schools – Designee: Maria Ballard, Director of Student Services
	Newton-Conover Schools – Designee: Paula Sigmon, School Psychologist for Student Services
	Hickory City Schools – Designee: Angela Simmons, Assistant Superintendent Student Support & Operations
Dept of Social Services Board Member (Appointed by Chair of DSS Board)	Sherry Butler DSS Board Chair
Mental Health Professional	Paul Holden Community Ops, Partners Behavioral Health Management
Guardian ad Litem Coordinator or Designee	Amy Jackson-Kincaid, MDiv District Administrator, GAL Program, 36 th District
Health Director	Jennifer McCracken Health Director, Catawba County Public Health
Health Care Provider (Appointed by the Board of Health)	Trish H. Beckman, RN, CNM, MPH, NEA-BC Director of Maternity Services – CVMC
EMS Provider or Firefighter (Appointed by the County Commissioners)	Sylvia Fisher Emergency Medical Services Manager
District Court Judge (Appointed by Chief District Judge)	District Court Judge – 36 th District
County Medical Examiner (Appointed by Chief Medical Examiner)	Designee: VACANT
Representative of Local Child Care Facility or Head Start Program (Appointed by Director of DSS)	Janie Connor Executive Director, Community Ridge Daycare
Parent of Child who died prior to 18 th Birthday	VACANT

(Appointed by County Commissioners)	
Other Members	
Law Enforcement – Hickory Police Dept (Appointed by County Commissioners)	Captain Jeff Young Criminal Investigations Division Commander Hickory PD
Dept of Social Services CPS (Appointed by County Commissioners)	Jessica Hatley CPS Social Work Supervisor, DSS
Public Health (Appointed by County Commissioners)	Marianne Vogel, BSN, RN, NCSN (Subcommittee Chair) School Health Nursing Supervisor
Other Member (Appointed by County Commissioners)	Jessi Kirby Coordinator, Safe Kids Coalition, Catawba Valley Health System
Other Member (Appointed by County Commissioners)	Mark Bumgarner (Co-Chair) Executive Director, United Way
Staff Support Member(s) County CFPT Review Coordinator	Debra A. Young & Karina Zamora (Backup) Catawba County Public Health

In 2024, the Community Child Protection and Child Fatality Prevention Team focused on the following areas:

- Intentional focus on safe sleep in community education (including written materials disseminated to hospital and pediatrician's offices)
 - 18 infant Pack and Play sleep yards distributed to CPS involved families
- Education regarding importance of early prenatal care
- Community Providers focus related to impact of trauma and resilience
 - Public Health, in partnership with the Center for Trauma Resilient Communities, hosted a workshop and follow up sessions to embed and embody the science of trauma resilience within the community
 - Catawba County Partnership for Children selected as 1 of 10 counties to participate in the Trauma Informed Organizational Transformation Project
- Continuing community education through the Children's Advocacy and Protection Center on Darkness to Light and Monique Burr Safety Program
 - Darkness to Light – 365 community presentations including presentations at Catawba Valley Community College, Lenoir Rhyne University, Discovery Church staff and volunteers, Patrick Beaver Learning Resource Center tutors, among others)
 - Monique Burr Safety Program – 2518 presentations
 - Various middle and high school classrooms
 - Pinwheels for Prevention - Child Abuse Awareness Month
 - Vigil at Zahra Baker - Kiwanis Park
 - Community-wide distribution of "mandated reporter" infographic – All adult citizens in NC are mandated to report suspected child abuse and neglect.

Catawba County Child Fatality Prevention Team (CFPT)

In 2023, Catawba County reported 18 deaths involving children under the age of 18 (decrease of 10 deaths from prior year). 67% of those deaths involved children under the age of 1 (up from 58% the prior year).

- Please refer to the Child Fatality Infographic (attached) for breakdown of data by cause/age of death

Social Services Data Related to Child Abuse/Neglect:

- In 2024, Child Protective Services (CPS) received 2716 reports involving 5413 children
- Compared to 2023 data – CPS received 2680 reports involving 5496 children (1% increase)
 - Accepted 1902 reports for investigation/assessment (2% decrease compared to prior year)
 - Accepted 101 Reports involving substance affected infants
 - Accepted 400 reports alleging neglect due to substance use by a parent or caretaker
- Children experiencing foster care as of 12/31/24 = 195 (up from 187 the prior year)
- Please refer to the Child Welfare Infographic (attached) for summary data

2023 to 2024 side by side comparison (trend assessment):

Item	2023	24	Comments/Trend
# of CPS reports received/#of children involved	2680 / 5496	2716 / 5413	1% increase in intake reports
# of accepted CPS reports/#of children involved	1943 / 4086	1902 / 3833	2% decrease in reports accepted
Top 3 maltreatment types for screened in reports (ranked)	Substance use (524) Injurious environment (460) Improper Care (352)	Injurious environment (465) Substance use (400) Improper Care (354)	No ranking changes
# of accepted reports for substance affected infants	114	101	11% decrease
# of accepted reports alleging substance use by parent/caretaker	524	400	24% decrease
# of children experiencing foster care on 12/31	187	195	4% increase
# of children entering/exiting foster care during year	101 / 95	84 / 73	17% decrease in entries 23% decrease in exits
Of children entering care, top 3 substances used by parents/caretakers (ranked)	Marijuana (45) Methamphetamine (42) Prescriptions/opiates (30)	Methamphetamine (36) Marijuana (21) Amphetamines (14)	Began to track fentanyl in July 2024 Change in ranking

CCPT/CFPT Priorities for 2025:

- Continued focus and education regarding infant safe sleep and early prenatal care
 - Focus on unsafe sleep infant deaths and impact related to caretaker substance use
- Continue to look at infant and teen deaths related to illegal substances
- Continue to strengthen guidance and education for understanding mandatory reporting laws for abused, neglected, or dependent children

Recommendation:

Staff recommend the Board of Commissioners accept the statutorily required annual report of the Community Child Protection & Fatality Prevention Team (CCPT & CFPT), approve the priorities, and authorize submittal of this required information to the State.

Staff also recommends the Board of Commissioners approve the designation of Catawba County as a single county local team.

CATAWBA COUNTY CHILD FATALITY PREVENTION TEAM (CFPT)

TEAM'S FUNCTION

North Carolina Statute, Article 14, 7B-1406: The role is to review fatalities for children under the age of 18 in the county, identify system problems, and make recommendations for improvement.

The Child Fatality Prevention Team aims to identify and reduce preventable child fatalities through:

- » Systematic, multidisciplinary, and multi-agency reviews of child fatalities
- » Data-driven recommendations for legislative and public policy initiatives
- » Interdisciplinary training
- » Promotion of community-based prevention education

Community partners include representatives from various disciplines, such as public health, social services, law enforcement, school systems, EMS, mental health, Medical Examiner, hospital/maternity services, and children's advocacy groups.

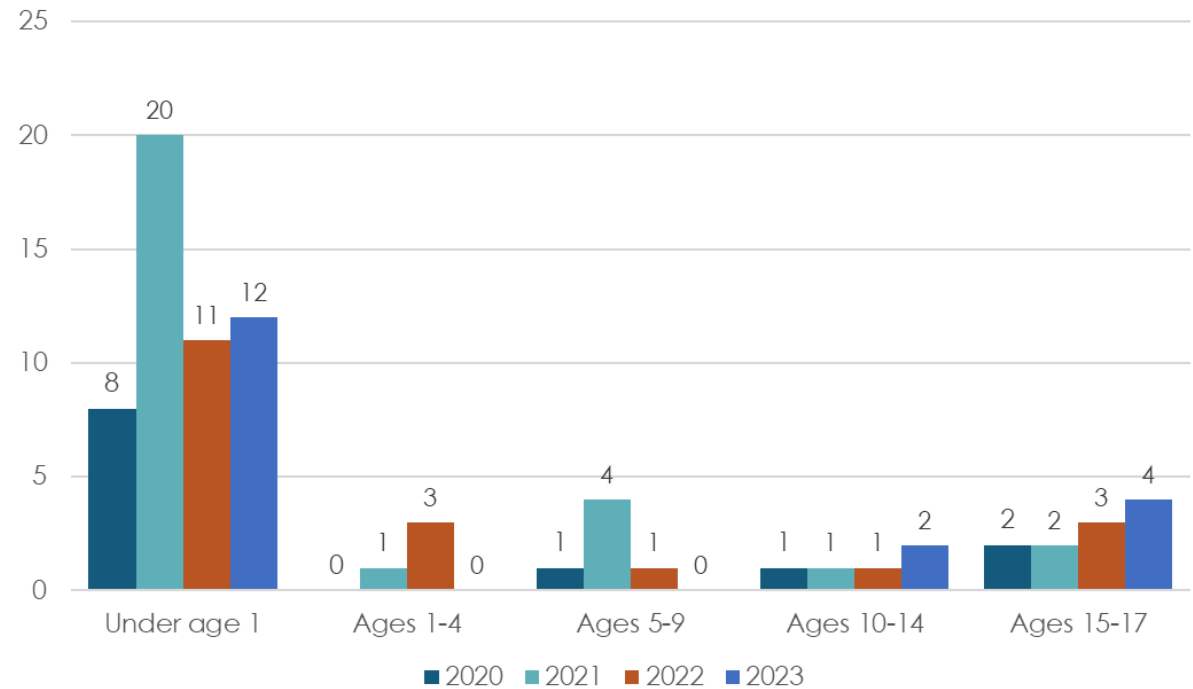
More information on the North Carolina Child Fatality Prevention Team is available at:
<http://www.ocme.dhhs.nc.gov/nccfpp/index.shtml>

COMMUNITY PARTNERS



NUMBER OF CASES REPORTED IN 2023: 18

Number of Child Deaths Reviewed by Age Group



CAUSES OF DEATH

- » Perinatal condition - 6
- » Birth defects - 2
- » Accidents - 3
- » Illnesses - 3
- » Homicide - 0
- » Suicide - 2
- » Other or unknown causes - 2

67% of all deaths reported for 2023 involved children under the age of 1.

2024 ACTIVITIES

- » Continue focusing on safe sleep by expanding efforts to address infant deaths impacted by substance use.
- » Continue promoting early prenatal care.
- » Continue to look at infant and teen deaths related to illegal substances.

CHILD WELFARE & FATALITY PREVENTION

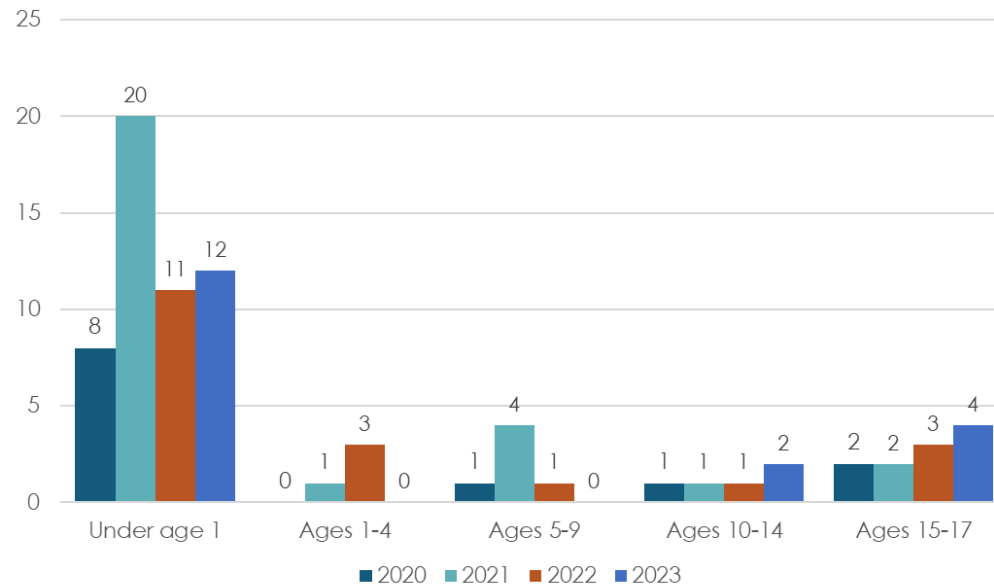
COMMUNITY CHILD PROTECTION TEAM

The **Community Child Protection Team (CCPT)** promotes a community-wide approach to the problem of child abuse and neglect. The team identifies and responds to gaps in the county's prevention and protection response, maximizing the use of limited resources. The team reviews certain cases in which abuse, neglect, or dependency is found and reviews fatalities, including those that are suspected to have resulted from child abuse, neglect or dependency and fatalities where the child or the child's family had received child welfare services within 12 months of the child's death.

CHILD FATALITY PREVENTION TEAM

The **Child Fatality Prevention Team (CFPT)** is a multidisciplinary group that seeks to identify and reduce preventable child fatalities through systematic, multidisciplinary reviews all fatalities in Catawba County occurring in children from birth through age 17. The team advocates for system improvements and needed resources where gaps and deficiencies may exist, and makes data-driven recommendations for legislative and public policy initiatives. The CFPT also promotes community-based prevention education.

Number of Child Deaths Reviewed by Age Group



NUMBER OF CASES REPORTED IN 2023: 18

CAUSES OF DEATH (2023)

- » Perinatal condition - 6
- » Birth defects - 2
- » Accidents - 3
- » Illnesses - 3
- » Homicide - 0
- » Suicide - 2
- » Other/unknown - 2

67% of all deaths reported for 2023 involved children under the age of 1.

- » Catawba County accepted **1,902** CPS reports involving **3,833** children.
- » Accepted **146** reports alleging physical abuse and **65** alleging sexual abuse.
- » Accepted **400** reports alleging neglect due to substance use by a parent or caretaker.
- » Accepted **101** reports involving substance affected infants.
- » At the end of the calendar year, there were **195** Catawba County children in foster care, an increase of **4%** from the previous year.

COMMUNITY PARTNERS



MEMORANDUM

TO: Catawba County Board of Commissioners

FROM: Finance and Personnel Subcommittee

DATE: May 5, 2025

SUBJECT: Surplus Vehicle Donation: Claremont Rescue Squad and Catawba Volunteer Fire Department

REQUEST

The Finance and Personnel Subcommittee requests the Board of Commissioners adopt the attached resolution declaring two vehicles surplus and authorizing the purchasing manager to transfer the property to the public safety agencies reflected below:

- a. A 2017 Chevrolet Tahoe to Claremont Rescue Squad; and
- b. A 2017 Chevrolet Tahoe to Catawba Volunteer Fire Department.

BACKGROUND

N.C.G.S. § 160A-279 authorizes the County to convey personal property to entities carrying out a public purpose without monetary consideration as long as the property will be used for a public purpose. The process begins with the governing board adopting a resolution authorizing the conveyance of the property and then the County publishing a ten-day notice summarizing the contents of the resolution.

Catawba County has a local vehicle donation policy that supports fire departments, rescue squads, public educational institutions, and police departments by making surplus vehicle donations available when a need is present and vehicles meeting that need are available. The two vehicle donation requests being considered by the Board of Commissioners at this time meet these criteria.

Claremont Rescue Squad is in need of a quick response vehicle and has requested donation of a 2017 Chevrolet Tahoe, VIN No. 1GNLCDEC8HR188361, with 123,533 miles and an approximate value of \$7,000.00. If the donation request is approved, Claremont Rescue Squad will utilize this vehicle as a quick response vehicle. This donation will play a pivotal role in the reduction of their emergency response times.

Catawba Volunteer Fire Department is in need of a quick response vehicle and has requested donation of a 2017 Chevrolet Tahoe, VIN No. 1GNLCDEC6HR182994, with 129,028 miles and an approximate value of \$7,000.00. If the donation request is approved, Catawba Volunteer Fire Department will utilize this vehicle as a quick response vehicle to replace a vehicle that is experiencing costly mechanical repairs.

ANALYSIS/ALTERNATIVES

An alternative is to sell the vehicles on GovDeals, with total estimated revenues to the County of \$14,000.00, based on GovDeals selling points for vehicles of similar age, condition, and mileage.

RECOMMENDATION

The Finance and Personnel Subcommittee recommends the Board of Commissioners adopt the attached resolution declaring two vehicles surplus and authorizing the purchasing manager to transfer the property to the public safety agencies reflected below:

- a. A 2017 Chevrolet Tahoe to Claremont Rescue Squad; and
- b. A 2017 Chevrolet Tahoe to Catawba Volunteer Fire Department.

RESOLUTION No. 2025-

**DECLARATION OF SURPLUS PROPERTY AND DONATION TO CLAREMONT
RESCUE SQUAD AND CATAWBA VOLUNTEER FIRE DEPARTMENT**

WHEREAS, pursuant to N.C.G.S. § 160A-279, the County has the authority to declare property no longer needed as surplus and donate said property to a nonprofit organization for which the County is authorized to appropriate funds so long as the property will be used for a public purpose; and

WHEREAS, a 2017 Chevrolet Tahoe, VIN No. 1GNLCDEC8HR188361, is no longer needed for any governmental use by Catawba County and pursuant to N.C.G.S. § 160A-279 said vehicle shall be donated to Claremont Rescue Squad to be used for a public purpose; and

WHEREAS, a 2017 Chevrolet Tahoe, VIN No. 1GNLCDEC6HR182994, is no longer needed for any governmental use by Catawba County and pursuant to N.C.G.S. § 160A-279 said vehicle shall be donated to Catawba Volunteer Fire Department to be used for a public purpose; and

THEREFORE, the Catawba County Board of Commissioners resolves that:

1. A 2017 Chevrolet Tahoe, VIN No. 1GNLCDEC8HR188361, is declared surplus property and the property will be donated to Claremont Rescue Squad without monetary consideration.
2. A 2017 Chevrolet Tahoe, VIN No. 1GNLCDEC6HR182994, is declared surplus property and the property will be donated to Catawba Volunteer Fire Department without monetary consideration.
3. The Purchasing Manager shall be authorized to conduct the transfer of property and shall publish a notice summarizing the contents of this resolution and the property shall be conveyed ten days after the Notice of Publication.

This the 5th day of May, 2025.

C. Randall Isenhower, Chair
Catawba County Board of Commissioners

MEMORANDUM

TO: Catawba County Board of Commissioners
FROM: Finance and Personnel Subcommittee
DATE: May 5, 2025
IN RE: Rebuild 2023 Landfill Compactor

REQUEST:

The Finance and Personnel Subcommittee requests the Board of Commissioners:

1. Transfer insurance settlement funds and previously appropriated project funds to rebuild a 2023 Caterpillar 826K compactor that was declared a total loss after a fire;
2. Approve a sole source exemption for the compactor rebuild's procurement; and
3. Authorize the County Manager or her designee to execute all required documents associated with this service work.

BACKGROUND:

The Solid Waste Enterprise Fund is fully funded through landfill user fees and is not supported by tax dollars. On March 18th, 2025, the landfill's 2023 Caterpillar 826K compactor caught fire, and was subsequently declared a total loss. Insurance paid the County \$607,625.00 for the loss. Several replacement options were considered, including purchase of a new piece of equipment, buying used equipment, or rebuilding the current machine.

Staff recommend rebuilding the compactor using the Caterpillar Certified Rebuild Program, which consists of several customizable options from a completely certified rebuild to a power train plus rebuild. The machine will be sent to Carolina Tractor Caterpillar, taken down to the frame, and rebuilt to current standards. Warranties are issued for 3 years or 5,000 hours (CAT offers longer warranties). A rebuilt compactor's life expectancy is approximately 10,000 hours; the cost is usually 55% to 60% of the new purchase price. Staff asked Carolina Tractor to inspect the 2023 model and provide a cost for a power train plus rebuild. This rebuild will consist of the following:

- Reconditioning: engine, exhaust manifold, emission module, transmission and torque converter, transmission cooler and pumps, axle arrangement, driveshaft, service brakes, pumps, accumulator, controls, and actuator, hydraulic system, radiator and guards, steering system, machine electrical – battery, breakers, terminals, clamps, hitch assembly center, dozer blade mounts
- Replacement: coolant hoses/lines, operator cab, fuel supply – lines valves, pumps, and heater.
- Installation of fire suppression system, guards on final drives, radiator, and rear gate,
- Sandblast and paint machine
- Welding axle stops and general plate welding
- Provide a 3-year or 5,000 warranty at no additional cost.

On April 2, 2025, the County received a quote from Carolina CAT totaling \$689,737.28 for the compactor rebuild. This quote is \$82,112.28 more than the insurance settlement funds. However, the planned Landfill fencing project came in under budget, therefore, funds can be transferred from this project to cover the total cost of the rebuild.

North Carolina General Statute 143-129 allows an exemption from bidding for purchase contracts when performance or price competition for a product is not available, when a needed product is available from only one source of supply; or when standardization or compatibility is the overriding consideration. This exemption requires governing body approval, and a record must be maintained of purchases made under this exemption.

This waste compactor rebuild is available only through one source, Caterpillar's Certified Rebuild Program. In addition, Caterpillar equipment rebuilt through this Certified Rebuild Program will have the Caterpillar warranty to protect the investment. This Caterpillar program is designed to provide customers with rebuilt Caterpillar machines that perform like new.

RECOMMENDATION:

The Finance and Personnel Subcommittee recommends the Board of Commissioners:

1. Transfer insurance settlement funds and previously appropriated project funds to rebuild a 2023 Caterpillar 826K compactor that was declared a total loss after a fire;
2. Approve a sole source exemption for compactor rebuild's procurement; and
3. Authorize the County Manager or her designee to execute all required documents associated with this service work.

Supplemental Appropriation:

Revenue:	
525-350200-680800 – Insurance Settlements	\$607,625.00
Expense:	
525-350200-842590 – Other Maintenance and Repairs	\$607,625.00

Transfer:

From:	
525-350200-988000 – Building Structures & Improv	\$82,113
To:	
525-350200-842590 – Other Repairs and Maintenance	\$82,113

MEMORANDUM

TO Catawba County Board of Commissioners
FROM Finance and Personnel Subcommittee
RE Public Health Medical Records Project
DATE May 5, 2025

Requests:

The Finance and Personnel Subcommittee requests the Board of Commissioners appropriate \$245,000 in Public Health Home Health sale proceeds (available as part of General Fund Fund Balance) to address the department's Medical Records Scanning Project.

Background:

For the past two years, Public Health has been engaged in a comprehensive effort to scan and shred medical records in Clinical Services in alignment with the North Carolina Records Retention Guidelines. This project has required considerable staff time and has placed a strain on both personnel and available storage space.

To date, approximately 400 boxes of records have been processed by staff. However, an estimated 660 boxes remain in storage (51 large 24-inch boxes and 609 standard 15-inch boxes), awaiting review, scanning, and appropriate disposal.

Recognizing the significant time and resources required to continue this work internally, Public Health staff have identified a qualified vendor, Datadoc, to perform this project work. Datadoc will provide end-to-end services including:

- Reviewing and scanning all medical records
- Logging documents for proper retention or shredding
- Shredding approved records in compliance with state guidelines
- Indexing scanned records by name and date of birth, per Public Health specifications

This approach will ensure compliance with regulatory requirements, significantly reduce storage costs, and allow Public Health staff to focus on higher-priority public health functions. Public Health requested this project through the FY 25/26 budget process. Staff recommend funding the project now using available home health revenues in order to move this initiative forward in a more timely fashion.

(By way of background, in February 2016, Catawba County sold its home health operation to Kindred at Home for \$3.5 million. Since that time, the sale proceeds have been loosely earmarked to support investments in Public Health (medical records software, facility renovations and upgrades, etc.), with \$2,893,286 remaining in unassigned General Fund Fund Balance and available for the proposed purpose.

Recommendations:

The Finance and Personnel Subcommittee recommends the Board of Commissioners appropriate \$245,000 in Public Health Home Health sale proceeds (available as part of General Fund Fund Balance) to address the department's Medical Records Scanning Project.

SUPPLEMENTAL APPROPRIATION

Revenue:

110-190050-690100	Fund Balance Appropriated	\$245,000
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Expense:

110-580500-857900	Other Contractual Services	\$245,000
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MEMORANDUM

TO: Catawba County Board of Commissioners

FROM: Finance and Personnel Subcommittee

DATE: May 5, 2025

SUBJECT: Insurance Settlement Appropriations

Request:

The Finance and Personnel Subcommittee requests the Board of Commissioners approve a \$150,400 supplemental appropriation from the Self Insurance Fund to support expenses for accident-related vehicle repairs supported by insurance settlement funds.

Background:

Over the course of the current fiscal year, the County has experienced 71 vehicle accidents, 68 of which were repairable. As the end of fiscal year draws closer, Fleet Maintenance had expended nearly its entire repair budget for outsourced body work and repairs, with 2 months in the fiscal year remaining. However, further analysis determined that in FY25 to date, the County has received \$150,400 in insurance settlement dollars related to these accidents. These funds had not been made available to Fleet to complete the repairs, based on standard accounting conventions related to the Self-Insurance fund. Given that expenditure forecasts through year-end show Fleet exhausting its available budget, staff is requesting transfer of these settlement dollars to address the need.

Recommendation:

The Finance and Personnel Subcommittee recommends the Board of Commissioners approve a \$150,400 supplemental appropriation from the Self Insurance Fund to support expenses for accident-related vehicle repairs supported by insurance settlement funds.

Supplemental Appropriation

Revenue:

115-150120-680800	Insurance Settlements	\$150,400
110-190900-695115	From Self Insurance	\$150,400

Expense:

115-150120-995110	Transfer to General Fund	\$150,400
110-440103-857900	Other Contractual Services	\$57,666
110-210050-984000	Motor Vehicles	\$84,686
110-210050-842530	Repair & Maintenance- Other Equipment	\$ 8,048

MEMORANDUM

TO: Catawba County Board of Commissioners
FROM: Finance and Personnel Subcommittee
DATE: May 5, 2025
RE: SelectSite Readiness Program Due Diligence Grant Agreement

REQUEST

The Finance and Personnel Subcommittee requests the Board of Commissioners:

1. Accept and appropriate due diligence grant funds in the amount of \$477,800; and
2. Approve the County Manager to execute the grant agreement as provided and required by the Economic Development Partnership of NC, Inc.

BACKGROUND

In 2023, the General Assembly established the SelectSite Readiness Program (SRP) to support the development of sites that will increase North Carolina's competitiveness in the siting or expansion of major manufacturing projects in sectors that include aerospace, automotive, clean energy, food processing, semiconductor, and life science industries. This Program is a counterpart to the Megasite Readiness Program (MRP) completed in 2023; the creation of the SRP recognizes not all major manufacturing projects require the 1,000 acres minimum needed to qualify as a megasite.

Over the last decade, Catawba County EDC has branded Claremont International Rail Park (CIRP) for industrial development and marketed the potential 187-acre site, which is uniquely served by rail. The City of Claremont owns a 35.82-acre parcel in the center of the assemblage. Industrial sized water and sewer lines are adjacent to the site, and construction of a wastewater outfall line to the Hickory-Catawba Wastewater Treatment Plant, enabled by partnership between the County, the City of Hickory and Claremont has made the development of the property much more viable and has significantly increased site visits. With a commitment from the County to develop the park in partnership, Claremont secured property control of an additional 63.3 acres adjacent to the acreage it already owns. The County is also in the process of acquiring an additional 59.2 acres of property within the Park, bringing the total acreage under public control to over 150 acres.

In June of 2024, Catawba County was notified the CIRP site was selected as one of 15 industrial parks to be included in the Select Sites Readiness Program. This designation provided the County access to \$10 million in due diligence funding made available through SelectSite Readiness legislation. The County subsequently requested \$477,800 in funding to support due diligence work including water and wastewater design and permitting, road design and permitting, Phase I Environmental Assessments, wetlands determinations, surveys, geotechnical reports, etc. This request was funded, and now the County must accept the funds and execute the grant agreement to utilize the funding.

RECOMMENDATION

The Finance and Personnel Subcommittee recommends the Board of Commissioners:

1. Accept and appropriate due diligence grant funds in the amount of \$477,800; and
2. Approve the County Manager to execute the grant agreement as provided and required by the Economic Development Partnership of NC, Inc.

Supplemental Appropriation

Revenue:

410-460100-638917	Site Readiness Grant	\$477,800
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Expense:

410-460100-868417-18035	Site Readiness Grant	\$477,800
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**ECONOMIC DEVELOPMENT PARTNERSHIP
OF NORTH CAROLINA, INC.**

SELECTSITE READINESS PROGRAM DUE DILIGENCE GRANT AGREEMENT

THIS GRANT AGREEMENT (this “Agreement”) is entered into between Economic Development Partnership of North Carolina, Inc. (“EDPNC”) and Catawba County, a North Carolina Local Government Unit (“Grantee”) (EDPNC and Grantee are hereinafter collectively referred to as the “Parties”) pursuant to and in accordance with N.C.S.L. § 2023-134 § 11.12 (the “SRP Legislation”) for a grant under the “Selectsite Readiness Program” (the “SRP”), effective the last date signed below.

WHEREAS the SRP was created by the General Assembly to support the development of certain tracts of land of less than 1000 acres referred to as “selectsites” to ensure the State’s ongoing competitiveness for major manufacturing opportunities that will serve the public interest by bringing investment and jobs to the State;

WHEREAS through a site selection process commissioned by EDPNC pursuant to the SRP Legislation, fifteen (15) qualifying sites were identified as eligible selectsites for grants under the SRP (the “Selectsites”);

WHEREAS, the SRP Legislation authorizes EDPNC to award grants in accordance with the Selectsite Readiness Program Guidelines (the “Guidelines”) approved by the EDPNC in accordance with N.C.S.L. 2022-74 § 11.12.(i);

WHEREAS, the SRP Legislation appropriates \$10,000,000 for due diligence activities, as defined therein, in connection with the identified Selectsites;

WHEREAS, pursuant to the Guidelines the Grantee submitted an application and supporting materials (together, the “Application”) to EDPNC to support due diligence activities in connection with the below-identified Selectsite, as described in the Application; and

WHEREAS, the grant hereinbelow described (“the Grant”) is awarded based on and subject to the following documents, all of which are incorporated herein: (1) the SRP Legislation, (2) the Guidelines and other applicable grant requirements; (3) the Application and any subsequent materials supporting the Application as required by EDPNC and approved in writing; and (4) the terms, conditions and representations in this Agreement, including its Exhibits.

THEREFORE, in consideration of the mutual promises and conditions below, the Parties agree as follows:

1. Grant Funds and Grant Activities. EDPNC hereby authorizes and approves a grant in the amount named below (“Grant Funds”) to fund the following approved Selectsite readiness activities (“Grant Activities”) at the Selectsite identified hereinbelow:

a. Grant Amount for Due Diligence Activities:

Total Grant Amount: **\$477,800.00**

b. Selectsite. The Selectsite identified as: **Claremont International Rail Park** and outlined on **Exhibit A** attached hereto (the “Selectsite”).

c. Project: The Project shall comprise the approved Grant Activities as set forth in **Exhibit B** attached hereto.

d. Award Date and Term of Grant. The Award Date is **April 14, 2025**, and the term of the grant is twenty-four (24) months, commencing on the Award Date (the “Grant Term”). EDPNC may extend the Grant Term in writing. All Grant Activities-related expenses must be incurred no earlier than the Award Date and no later than the end of the Grant Term.

2. Confirmation of Eligibility/Permissible use of Funds.

a. Grantee confirms that it is a local government unit and either the simple owner of the Selectsite or the owner of a binding option to purchase the Selectsite having a term of at least two (2) years beyond the date of the Grant.

b. Grantee agrees that it will use Grant Funds only for Grant Activities as outlined in Exhibit B hereto and for purposes of determining the suitability of the site for use consistent with the SRP.

c. No Grant Funds shall be used for private inurement or impermissible private benefit. If Grant Funds are used to pay for sales tax for which the Grantee receives a refund, Grantee will use the refund for expenses that are consistent with the purpose of the Grant and permissible under this Agreement.

d. Grant Funds may not be used for costs of grant administration without prior written approval of EDPNC and may not be used for the salary or wages of any employee of the Grantee.

e. Unless otherwise agreed by EDPNC in writing, no portion of Grantee’s rights or obligations under this Agreement may be transferred or assigned, including by operation of merger, to any other entity. EDPNC may, as a condition of consent, require that the assignee entity assume in writing the obligations of the Grantee under this Agreement and represent and warrant to EDPNC that it is, and covenant that it will remain, in compliance with the terms of this Agreement.

3. Conditions for Release of Grant Funds. Grantee may receive a disbursement of Grant Funds only after:

a. Grantee has returned a fully executed copy of this Agreement no later than forty-five (45) days after the Award Date, unless EDPNC agrees in writing to extend the deadline for submission;

b. EDPNC has approved the activities and outcomes that will be used to monitor and assess Grantee’s implementation of the Project. Unless otherwise directed by EDPNC, Grantee must submit proposed outcomes and activities for approval within forty-five (45) days of the Award Date (in form to be specified by EDPNC);

c. The Selectsite is zoned or may be rezoned as suitable for a qualifying major manufacturing development;

d. Grantee has submitted, or promptly upon the site becoming eligible agrees to submit, an Intent to Certify Form to the N.C. Department of Commerce Certified Sites Program;

e. Grantee has submitted sufficient evidence that other special conditions specified by EDPNC and set forth here are satisfied:

N/a. No other special conditions required.

f. Grantee has satisfied all other requirements of law that are conditions precedent to proceeding with the Project, including without limitation public notice and hearing (if required by law).

Provided, the Grant may be cancelled and withdrawn if, in EDPNC's sole judgment, Grantee will not satisfy the foregoing conditions within twenty-four (24) months after the Award Date.

4. Compliance with laws/liens. Grantee warrants that:

a. It is in material compliance with all federal, state, county, and local laws, regulations, and orders that are applicable to Grantee with respect to the Grant and the Project, including the timely filing of all statements and reports required by the laws, regulations, and orders to which the Grantee is subject.

b. There is no pending or threatened litigation, claim, action, suit, proceeding, or governmental investigation pending against the Grantee, or against any person affiliated with Grantee that could reasonably be expected to have a material adverse effect upon the Grantee's ability to carry out its obligations related to the Project.

c. The Grantee has timely paid all judgments, claims, and federal, state, and local taxes payable by the Grantee, the non-payment of which might result in a lien on any of the Grantee's assets or might otherwise adversely affect the Grantee's ability to carry out its obligations related to the Project.

5. Ethics and Conflict of Interest. In connection with the Project and all Grant Activities, no employee, officer, director, volunteer, or agent of the Grantee shall engage in any activity that involves a conflict of interest or that would appear to a reasonable person to involve a conflict of interest. In addition, Grantee warrants and represents that it has duly adopted a Conflict of Interest Policy, which is in full force and effect and applies to all officials and employees of the Grantee that have or will have authority or responsibility over the Project and the disbursement of Grant Funds. Grantee promises and affirms that it will diligently enforce the Policy in connection with the Project. Grantee further agrees that it will attach a copy of the Policy to all contracts with service providers in connection with conducting grant activities and require all such contractors to avoid engaging in any transaction that would cause the Policy to be violated. Should Grantee adopt any amendment to the Policy during the Grant Term it shall immediately notify EDPNC and enter into any amendment to this agreement necessary to ensure the obligations of the Policy remain fully in effect.

This section does not alter the requirement that Grantee may not use the funds from this grant in any way that would result in or give rise to unlawful private inurement or impermissible private benefit, nor does it alter the requirement that the Grantee use funds only for those purposes permitted under the SRP for completion of the Project.

6. Procurement. All goods and services acquired using Grant Funds must be reasonably necessary to implement the Project and not exceed in cost the reasonable and customary costs for such goods and services in the region.

7. Project and budget modification. Grantee shall immediately notify EDPNC in writing of any change, event, occurrence, or fact that may materially affect Grantee's ability or intention to perform the Grant Activities, or to cause the Grant Activities to be performed, whether before, during, or after the term of the Grant. If the Grantee proposes to materially modify the Project Budget, the objectives, or any other feature of the Project, the Grantee shall not encumber or expend any funds from the Grant for such purposes unless and until EDPNC has approved such proposed modifications in writing. Nothing in this section shall be deemed to alter the requirement that all reimbursed costs must be eligible and approved for reimbursement under this Agreement. Pending required approval of proposed budgetary changes, no further payments shall be made to Grantee in connection with the proposed modifications of the Project. Grantee shall have no right to any additional Grant Funds above

the amount of the Grant hereunder, without regard to the basis for a request for additional funds, whether due to changes in the Project, mistake or inadvertence, cost inflation, or other meritorious or non-meritorious need or reason, and any increase in the Grant Funds shall be solely in the discretion of the EDPNC and subject to the availability of funds appropriated for such purpose.

8. Termination of Grant and Return of Grant funds. Grantee accepts full responsibility for the disposition of Grant Funds awarded to Grantee by EDPNC under this Grant and for compliance with the terms and conditions of the Grant and this Agreement. If Grantee breaches its obligations or fails to satisfy any condition under this Agreement for release of Grant Funds no further funds will be released unless and until such noncompliance is resolved to the reasonable satisfaction of EDPNC. Further, the Grant shall be terminated, and Grantee shall be obligated to return Grant Funds, in whole or in part, as follows: Upon the occurrence of a material breach of the Agreement that is not promptly cured, EDPNC may terminate the Grant and require return of all or part of the Grant Funds in such appropriate amount as determined by EDPNC in its sole discretion. A material breach will occur upon, among other things:

(a) Grantee's failure to maintain the Selectsite's availability and readiness for use for purposes of the SRP, failure to make reasonable efforts to so use the Selectsite, or permitting use of the Selectsite for purposes other than the SRP, at any time within two (2) years of the date of the Grant; provided, Grantee may seek a waiver from EDPNC upon submission of proof satisfactory to EDPNC that the results of the due diligence study demonstrated the unsuitability of the Selectsite for major manufacturing development;

(b) Grantee's use, or permitting the use, of Grant Funds for purposes other than Grant Activities;

(c) Material breach of any other representations or warranties made by Grantee;

(d) engaging in a conflict of interest transaction in violation of section 5 above;

(e) material noncompliance with the procurement requirements as set forth in section 6 above;

(f) Material nonpayment of suppliers or contractors resulting in a lien or liens on all or part of the Selectsite property that is not released by agreement or bonded within forty-five (45) days;

(g) Failure to make diligent effort to recover Grant funds from any party to whom grant funds have been paid and who is obligated to return such funds.

9. Release of Funds/Method of Payment. EDPNC shall disburse the Grant Funds to Grantee upon presentation of written requests therefor based on qualifying expenditures for Grant Activities. Provided such requests are made within the Grant Term, and to the extent otherwise in compliance with this Agreement, EDPNC shall make payments to Grantee upon presentation of such other documentation as EDPNC reasonably requires. Payment shall be made within thirty (30) days of Grantee's complete submission of required documentation.

11. Reporting. Grantee agrees to submit a progress report to EDPNC on a form provided by EDPNC at least once each year on or before February 28 during the term of the Grant and within sixty (60) days following the end of the Grant Term. EDPNC may require more frequent reports in its sole discretion. Grantee agrees to submit periodic reports to EDPNC in connection with performance of the EDA, as determined by EDPNC upon approval of such agreement.

12. Unspent or Recovered Funds. Grantee shall promptly repay to EDPNC all Grant Funds unspent or not committed during the Grant Term, as extended if applicable.

13. Records. Grantee agrees to maintain full, accurate, and verifiable financial records, supporting documents, and all other pertinent data for the Project in such a manner so as to identify and clearly document the activities and outcomes of the Project and the expenditure of the Grant Funds. Grantee acknowledges that records and documents shall constitute “public records” within the meaning of the North Carolina Public Records Law, N.C. Gen. Stat §§ 132-1 *et seq.*, and agrees to comply with the requirements of such law in the event a request pursuant that law is received. Grantee further grants the North Carolina Department of Commerce, the North Carolina State Auditor, the North Carolina Office of State Budget and Management, the Joint Legislative Commission on Governmental Affairs, and any of their authorized representatives, at all reasonable times and as often as necessary, throughout the Grant Term and for a period of five (5) years thereafter, access to and the right to inspect, copy, monitor, and examine all of the books, papers, records and other documents relating to this Grant Agreement, the Project, ~~and the agreement with the Company.~~ In addition, the Grantee agrees to comply at any time, including for a period of five (5) years following the end of the Grant Term, with any requests by EDPNC or the State (including, without limitation, the Department of Commerce) for other financial and organizational materials to permit the State to comply with its fiscal monitoring responsibilities or to evaluate the short- and long-range impact of its programs. If any audit, litigation, or other action arising out of or related in any way to this Agreement is commenced before the end of the five (5) year period, the records shall be retained for the later of (i) one (1) year after all issues arising out of the action are finally resolved or (ii) until the end of the five (5) year period

14. Independent entity. Grantee acknowledges and agrees that this Agreement and the Grant by EDPNC shall not be construed as creating a joint venture, partnership, trust, or any other business relationship between EDPNC and Grantee or between EDPNC and any entity that is an ultimate beneficiary of the Project. Grantee is an entity independent from EDPNC and the State of North Carolina (the “State”), is not an agent of EDPNC or the State, and is not authorized to bind EDPNC or the State to any agreement of payment for goods or services. ~~Likewise, the Company is an entity independent from EDPNC and Grantee and is not an agent, partner, or joint venturer of EDPNC or Grantee in respect of the Project.~~ Grantee is solely responsible for ensuring that Grant Funds are disbursed and applied only in full compliance with this Agreement. Grantee further acknowledges that Grantee is the sole recipient of the Grant ~~and that the Company is not a grant recipient or subrecipient.~~

15. Disclaimer of warranties and representations. By making the Grant, EDPNC is not acting as a fiduciary or making any representation, warranty, or promise to Grantee or any other party with respect to the viability of the Project, the adequacy of Grant Funds for the Project, the suitability of the Selectsite for any general or particular plans for use of the site, or with respect to any actions it could or might take with respect to the promotion of economic development in the State. Grantee acknowledges that it has not relied on any representations by EDPNC or by any agency or agent of the State in connection with the Application, this Agreement, or the Project with respect to this Grant, other than as set forth in this Agreement.

16. Release and Indemnity of EDPNC and State/Limitation of liability. Grantee hereby agrees to release, indemnify, hold harmless, and covenant not to sue EDPNC, the State, and their respective members, officers, directors, employees, agents, and attorneys (together, the “Indemnified Parties”), from and for any claims of third parties arising out of any act or omission of Grantee or of any third party ~~(including, without limitation, the Company)~~ in connection with the performance of this Grant Agreement, the Project, the EDA, and for any and all losses arising from or related in any way to the Project. Without limiting the generality of the foregoing, Grantee hereby agrees that the Indemnified Parties are not liable for, and agrees to indemnify, hold harmless, and covenants not to sue the Indemnified Parties against, any and all liabilities, losses, costs or expenses, including, without limitation, reasonable attorneys’ fees, fines, penalties, and civil judgments, or for damage to property or for any injury to or death of any person, occurring in connection with the Project. Grantee agrees that EDPNC’s sole liability shall be its obligation to release funds if required by the terms of this Agreement, without accrued pre- or post-judgment interest, regardless of the reason for any delay in payment or nonpayment of Grant Funds. In no event, shall EDPNC or the State or any agency of the State be liable for consequential, incidental, punitive,

or exemplary damages of any kind. Grantee acknowledges and agrees that each Indemnified Party is an express, third-party beneficiary of Grantee's obligations under this Section.

17. Waiver of Defenses. Grantee shall not assert, and hereby knowingly waives, any defense or objection to an action by EDPNC to enforce this Agreement of statute of limitation, statute of repose, estoppel, laches, waiver, or governmental immunity.

18. No Third-Party Beneficiaries. Except as herein specifically provided otherwise, this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and their respective successors and assigns. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person, ~~including the Company~~. It is the express intention of the Grantee and EDPNC, and their respective successors and assigns, that any such person or entity, other than the Grantee and EDPNC, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

19. Limitation on Funds. The obligations of EDPNC to pay any amounts under this Grant Agreement are contingent upon the availability and continuation of funds for such purpose. If funds for the Grant become unavailable, Grantee agrees that EDPNC has the right immediately to terminate this Grant Agreement. Upon such termination, EDPNC shall have no responsibility to make additional Grant payments. Further, upon such termination, Grantee shall not expend any Grant Funds without EDPNC's express written authorization and shall return all unspent Grant Funds to EDPNC upon demand.

20. Compliance with Laws. Grantee shall at all times observe and comply with all laws, regulations, codes, rules, ordinances, and other requirements of the state, federal, and local governments which may in any manner affect the performance of its obligations under this Agreement. This includes compliance with environmental laws and regulations pertaining to the Project. Grantee shall ensure that all required environmental permits necessary for the Project are obtained prior to requesting funds. Those permits shall be maintained for the duration of the Grant Term. Failure to obtain and maintain any required environmental permits may result in repayment of funds in EDPNC's discretion.

21. Non-discrimination. Grantee shall not discriminate by reason of age, race, ethnicity, religion, color, sex, parental status, national origin, genetic information, political affiliation, protected veteran status, or disability, or any other legally protected status, in connection with the activities of the Project.

22. Authority to Execute/Necessary Approvals Obtained. The individual(s) signing below certifies that they have the authority to execute this Agreement on behalf of Grantee and that Grantee has received any third-party approval that may be required prior to entering this Agreement. By executing this Agreement, the Grantee, to induce EDPNC to make this Grant, makes each of the representations set forth hereinabove and certifies that each of such representations is true, accurate, and complete as of the date hereof.

23. Governing Law/Jurisdiction and Venue. This Grant Agreement shall be governed by the laws of the State of North Carolina. Grantee agrees that the state and federal courts in Wake County, North Carolina, shall be the exclusive venue for any and all litigation arising from or related to this Agreement, or to the Grant or Project, whether arising in contract, tort, or otherwise, or under statute, regulation, or common law. Grantee further agrees to waive any defense or objection of improper venue or *forum non conveniens* in such courts. The prevailing party in any such litigation shall be entitled to an award of its attorneys' fees.

24. Severability/Survival. Each provision of this Grant Agreement is intended to be severable and, if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this Agreement, but this Agreement

shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein. Termination or expiration of the Grant or of this Agreement will not relieve either party of any right or obligation accruing prior to such expiration or termination. Further, any provision that by its nature or intent must survive termination or expiration of the Grant or of this Agreement to be fully effective, shall survive and be fully enforceable notwithstanding such termination or expiration.

25. Nonwaiver. EDPNC's intentional or unintentional failure to enforce any provision of this Agreement shall not be deemed a waiver of its right to enforce such terms. Nor shall such failure to act provide a basis for a defense to enforcement of any terms of the Agreement or to a claim of breach of any terms of the Agreement.

26. Amendment. To the extent this Agreement is inconsistent with the SRP Legislation, including any amendments that come into effect after the execution of this Agreement, this Agreement shall be deemed automatically amended to the extent necessary to come into compliance with such laws. In addition, Grantee shall consent to reasonable amendments of this Agreement to the extent deemed necessary and appropriate by EDPNC to fully effectuate the intent of this Agreement and the purposes of the Selectsite Readiness Program. Any amendment or variation in the terms of this Agreement must be made in written form and executed by duly authorized representatives of the Parties to be effective.

27. Force Majeure. In the event that Grantee fails to achieve any of the conditions set forth herein as a result of *force majeure*, then EDPNC in its sole discretion, reasonably exercised, may extend the time period for achieving such conditions for the duration of the *force majeure* event, and such additional time as it determines to be reasonable. If EDPNC does not extend the time permitted for performance, and a default occurs such that the Agreement is terminated, then the Grantee shall have no liability with respect to or arising from such default and shall have no further performance obligations under this Agreement, *provided that* liability for any action that occurs prior to such termination shall survive termination. *Force majeure* shall include events that are beyond the control of the Grantee, including but not limited to: (a) flood; (b) earthquake or other natural disaster; (c) fire or other casualty; (d) riot or other civil unrest; (e) court order issued by a court of competent jurisdiction; (f) Act of God, including epidemic, pandemic or other widespread health emergency; (g) act of terrorism; (h) war; (i) destruction of all or substantially all of the Facility; (j) exposure to toxic substances; and (k) a State of Emergency as declared by the Governor of the State of North Carolina.

28. Notices. All notices required or permitted to be delivered hereunder and all communications in respect hereof shall be in writing and shall be deemed given when hand delivered or upon confirmed delivery by certified mail, by Federal Express or UPS, or by e-mail, addressed as follows (or as updated in writing at any time by either party):

If to EDPNC:

Economic Development Partnership of North Carolina, Inc.

Attn:

150 Fayetteville St., Suite 1200

Raleigh, North Carolina 27601

Garrett.wyckoff@edpnc.com

Melissa.smith@edpnc.com

Michael.ebert@edpnc.com

If to Grantee:

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

With copy to:

Jodi Stewart, County Attorney
PO Box 389
25 Government Drive
Newton, NC 28658

IN WITNESS WHEREOF, EDPNC and the Grantee have executed this Agreement in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via electronic mail (including any electronic signature complying with the Uniform Electronic Transactions Act, e.g., www.DocuSign.com) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. The Parties agree that this document is executed under seal for purposes of any statute of limitations.

ECONOMIC DEVELOPMENT PARTNERSHIP OF NORTH CAROLINA, INC.



By:

Its: Senior Vice President, Business Recruitment &

Development Date: April 14, 2025

[GRANTEE]

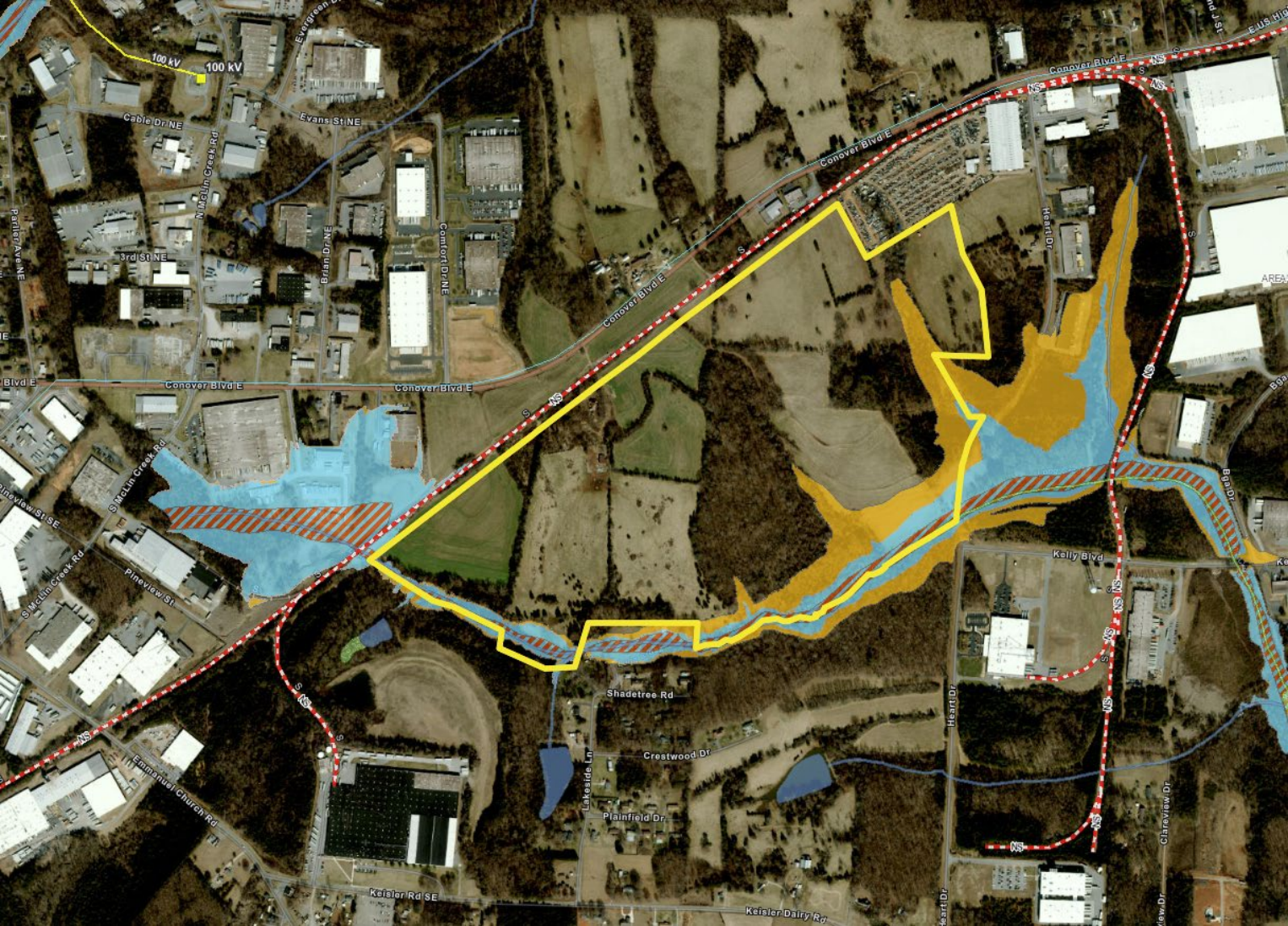
By _____

Its _____

Date: _____

Attachment A

See Next Page



Attachment B

Approved Grant Activities

Catawba County – Claremont International Rail Park: \$477,800

- a. Water & Wastewater - \$107,000
 - i. Design & Permitting - \$92,000 (reimbursement + remaining services)
 - ii. Master Planning - \$15,000
- b. Road and Highway Infrastructure Assessments - \$304,500 (reimbursement + remaining services)
- c. Other Site Due Diligence - \$66,300
 - i. Phase I EA - \$3,500
 - ii. Preliminary wetland determination (JMAR Property) - \$5,000
 - iii. Threatened and endangered species report - \$2,000
 - iv. Boundary Survey - \$15,800
 - v. Geotechnical Report - \$20,000
 - vi. Topography study (JMAR) - \$6,000
 - vii. Recombination Plat Maps - \$6,000
 - viii. Annexation Maps - \$4,000
 - ix. Well Abandonment - \$4,000

MEMORANDUM

TO: Catawba County Board of Commissioners

FROM: Policy and Public Works Subcommittee

DATE: May 5th, 2025

RE: Pyrotechnics Permit Application

Request:

The Policy and Public Works Subcommittee requests the Catawba County Board of Commissioners approve a Pyrotechnics Permit to PyroStar Entertainment LLC.

Background:

The City of Claremont has contracted with PyroStar Entertainment LLC. to conduct a fireworks display on May 24, 2025, at the city-owned property located at 3430 E Main St. In support of this event, PyroStar Entertainment LLC. has submitted a Pyrotechnics Permit application to the Catawba County Fire Marshal's Office. The display is scheduled to begin at 9:00 PM and will last no longer than 30 minutes.

PyroStar Entertainment has provided a comprehensive safety plan detailing the security measures for the launch site. The company holds a valid "Outdoor Pyrotechnics Display Operators Permit" issued by the North Carolina Department of Insurance and the Office of State Fire Marshal. Based on the submitted application, it is confirmed that all statutory requirements for this event will be met. Should any requirement fail to be satisfied, the Fire Marshal's Office for Catawba County reserves the right to revoke the permit.

Recommendation:

The Policy and Public Works Subcommittee recommends the Catawba County Board of Commissioners approve a Pyrotechnics Permit to PyroStar Entertainment LLC.

MEMORANDUM

TO: Catawba County Board of Commissioners
FROM: Policy and Public Works Subcommittee
DATE: May 5, 2025
IN RE: Preliminary Assessment for Mountain Creek Ridge Subdivision Road Improvements

REQUEST:

The Policy and Public Works Subcommittee requests the Board of Commissioners adopt the Preliminary Assessment Resolution authorizing the Mountain Creek Ridge Subdivision Road Improvement Project.

BACKGROUND:

Resolution #2020-17 created the petition-driven program to upgrade privately maintained secondary roads to meet NCDOT standards, thereby converting road maintenance responsibility from private homeowners to NCDOT. 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, a minimum 75 percent of the homeowners to be assessed must voluntarily sign a petition supporting the project. The owners who sign the petition must account for at least 75 percent of the road frontage to be improved through the assessment.

Mountain Creek Ridge subdivision is located off Little Mountain Road in unincorporated Catawba County. The property owners of that portion of Mountain Creek Ridge subdivision, fronting Mountain Creek Drive, Creek Bend Court, Stonemill Path and Falls Ridge Trail filed with the Utilities & Engineering Department a petition for improving the streets. The portion of Mountain Creek Ridge subdivision included in the petition consists of forty-six lots. Property owners of 35 of the 46 lots, representing 76.1% of the affected owners, signed the petition. These property owners represent approximately 7,986.34 lineal feet of the 10,634.02 lineal feet (75.1%) of total frontage.

NCDOT staff prepared the scope of work and County staff prepared the cost estimate to bring the roads up to NCDOT standards. A letter from NCDOT stating the roads will be recommended for acceptance into the Secondary Road Maintenance Program once improved is attached.

ANALYSIS:

The streets are approximately 21 years old and are generally in poor condition for pavement of this age. To bring the roads up to North Carolina Department of Transportation standards, objects 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. Some sections of pavement will not be milled and will be overlaid with 1.0 inches of asphalt. The cost of this work is estimated to be \$282,000.00, or about \$6,130.00 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 already 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 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 decision and adopts Preliminary Resolution describing the Project, financing and setting time for Public Hearing.
153A-192	6/2/2025	<i>BOC holds Public Hearing on Preliminary Assessment Resolution.</i>
153A-192	6/2/2025	<i>BOC considers adopting Final Resolution approving Project, setting financing terms.</i>
143-131	<i>tbd</i>	<i>Project is bid in accordance with NC Procurement Procedures.</i>
143-131	<i>tbd</i>	<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 same manner as property taxes.</i>

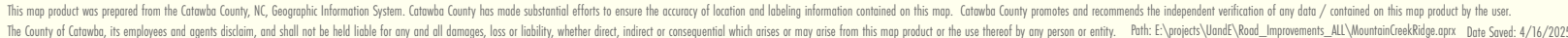
ALTERNATIVES:

The alternative to adopting the Preliminary Assessment Resolution is to deny it and not offer public financing of private road improvements.

RECOMMENDATION:

The Policy and Public Works Subcommittee recommends the Board of Commissioners adopt the Preliminary Assessment Resolution authorizing the Mountain Creek Ridge Subdivision Road Improvement Project.

catawba county



RESOLUTION No. 2025-

PRELIMINARY ASSESSMENT RESOLUTION
FOR STREET IMPROVEMENT PROJECT
FOR MOUNTAIN CREEK RIDGE SUBDIVISION
MAY 5, 2025

WHEREAS, street maintenance and deterioration is a concern that affects residents of Catawba County neighborhoods and subdivisions; and

WHEREAS, at its meeting held on September 8, 2020, the Catawba County Board of Commissioners resolved (Resolution # 2020-17) to take an active role in efforts to make street repair assistance available to citizens when other alternatives are not feasible, in accordance with Chapter 153A Article 9 of the North Carolina General Statutes; and

WHEREAS, on the 1st day of April 2025, the property owners of Mountain Creek Ridge subdivision fronting Mountain Creek Drive, Creek Bend Court, Stonemill Path and Falls Ridge Trail filed with the Catawba County Utilities and Engineering Department a petition for improving the streets in the following manner:

Objects within the right-of-way will be removed; most pavement sections 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 base reconditioned and overlaid with 1.5 inches of asphalt; some sections of pavement will not be milled and overlaid with 1.0 inches of asphalt; 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 affected 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.

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

1. The above mentioned petition is found to be sufficient in all respects.
2. It is intended that Mountain Creek Ridge subdivision be improved in the following manner:

Objects within the right-of-way will be removed; most pavement sections 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 base reconditioned and overlaid with 1.5 inches of asphalt, some sections will not be milled and overlaid with 1.0 inches of asphalt;

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.

3. One hundred percent (100%) of the total cost of said improvement be hereafter assessed upon the property receiving the improvements (according to the assessment basis set out in the petition):

The property owners of Mountain Creek Ridge subdivision fronting Mountain Creek Drive, Creek Bend Court, Stonemill Path and Falls Ridge Trail.

4. Within 30 days of publication of notice of confirmation of the final assessment role, the assessments shall be payable in full, 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 proposed rate of 1.5% percent per annum.
5. A public hearing on all matters covered by this resolution shall be held at 7:00 p.m. on the 2nd day of June, 2025, in the Board of Commissioners Meeting Room, 2nd floor of the Catawba County Justice Center, 100 Government Dr. in Newton, North Carolina.

BE IT FURTHER RESOLVED that a copy of the Notice of Preliminary Assessment Resolution and Public Hearing provided for in NCGS § 153A-191 be published in the Hickory Daily Record as described in said subsection of said General Statutes.

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 the 5th day of May, 2025.

[Seal]

C. Randall Isenhower, Chairman
Catawba County Board of Commissioners

Attest:

Dale Stiles, Clerk
Catawba County Board of Commissioners

CERTIFICATE AS TO SUFFICIENCY
OF PETITION FOR IMPROVEMENT

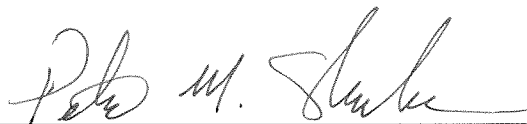
TO: THE CATAWBA COUNTY BOARD OF COMMISSIONERS

I, Peter Shonka, Director of Utilities and Engineering for Catawba County, North Carolina, do hereby certify that the attached petition of property owners for the improvement Mountain Creek Ridge Subdivision was lodged with me on the 1st day of April 2025; that I have investigated the sufficiency of the said petition; and that the result of my investigation is as follows:

1. The total number of owners of the lands abutting upon the street or streets or part of street or streets proposed by the said petition to be improved is 46. The number of said owners who signed the petition is 35, a number equal to greater than 75 percent.
2. The total number of lineal feet of frontage of said lands upon the street or streets or part of street or streets proposed by the said petition to be improved is 10,634.02 feet. The number of said lineal feet of frontage represented by the property of the said owners who signed the petition is 7,986.34 feet, a distance equal to greater than 75 percent of the frontage of the lands abutting the area to be improved.
3. I find that the said petition is in all respects sufficient and in conformity with all the requirements of Chapter 153A-205 of the General Statutes of North Carolina. I find also that the street (or streets) (or part of a street or streets) proposed by the said petition to be improved is (or are) or has been (or have been) definitely laid out, and that the boundaries of the same have been definitely fixed.

IN WITNESS THEREOF, I affix my hand and seal.

This the 16th day of April 2025.

A handwritten signature in black ink, appearing to read "Peter M. Shonka", written over a horizontal line.

Peter M. Shonka, Director Utilities and Engineering



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

JOSH STEIN
GOVERNOR

JOEY "J.R." HOPKINS
SECRETARY

April 16, 2025

Mr. Pete Shonka, P.E.
Utilities & Engineering Director
25 Government Drive
Newton, NC 28658

Dear Mr. Shonka,

This letter is in response to your inquiry about the acceptance of Mountain Creek Subdivision in Catawba County. Once all items on the scope of work have been corrected and the District Office has confirmed that the repairs meet NCDOT's Minimum Standards for Addition. The District Office will move forward with the addition paperwork for the streets within Mountain Creek Subdivision that meet those minimum standards and then submit and recommend the streets for addition to NCDOT's Secondary Road Maintenance System. If you have any further question please let us know.

Sincerely,

DocuSigned by:
Travis Jordan

3736B5E303564F6...
Travis R Jordan, P.E.
District Engineer
Division 12, District 3

TRJ:jlk
Cc: file

MEMORANDUM

TO: Catawba County Board of Commissioners

FROM: Policy and Public Works Subcommittee

DATE: May 5, 2025

IN RE: Master Services Agreements for Solid Waste On-Call Engineering Services

REQUEST

The Policy and Public Works Subcommittee requests the Board of Commissioners award 5-year Master Agreements to the following four firms for on-call engineering services consisting of planning, regulatory compliance, engineering design, construction administration and management of the County's Solid Waste facilities and programs:

- HDR, Inc. – Charlotte, North Carolina
- TRC Engineers, Inc. – Cary, North Carolina
- McGill Associates, PA – Asheville, North Carolina
- Civil Environmental Consultants, Inc. – Charlotte, North Carolina

In addition, staff requests the County Manager be authorized to execute the appropriate contract documents.

BACKGROUND

As is common practice across NC local governments, Utilities and Engineering staff requests authorization to utilize multi-year Master Services Agreements with specific engineering firms for engineering work associated with the County's solid waste management program. These proposed Agreements have been competitively bid and allow staff to respond quickly to the demands of State regulators and to emergent events that occur from time to time at the landfill, while maintaining compliance with North Carolina General Statutes. Solid Waste's most recent Master Services Agreements were effective through March 2025, after a 5-year term.

On January 15, 2025, Catawba County issued a Request for Qualifications seeking submittals from qualified firms interested in entering into a Master Agreement with Catawba County to provide on-call professional engineering and planning services for the County's Solid Waste Management Facilities. The Master Agreements would be for a five (5) year term beginning May 15, 2025 and expiring May 14, 2030. Qualification statements were received on February 19, 2025.

On March 19, 2025, the Evaluation Committee (Pete Shonka, Utilities & Engineering Director; Jack Chandler, Utilities & Engineering Assistant Director; Rodney Hamby, Landfill Superintendent; and Tina Wright, Purchasing Manager) met to evaluate the qualification responses received. The Committee ranked the top four firms based on total point scores using a scoring matrix included in the Request for Qualifications, attached for reference:

- HDR, Inc. – Charlotte, North Carolina
- TRC Engineers, Inc. – Cary, North Carolina
- McGill Associates – Asheville, North Carolina
- Civil Environmental Consultants, Inc. – Charlotte, North Carolina

All costs associated with the landfill and solid waste activities are paid from the Solid Waste Enterprise Fund, which is derived from solid waste tipping fees containing no tax proceeds. Both the FY25 Budget and the requested FY26 Budget include funding for addressing emergent engineering services needs. Therefore, no budget appropriation is requested. The total aggregate amount for all four Master Agreements will not exceed \$500,000 per fiscal year.

RECOMMENDATION

The Policy and Public Works Subcommittee recommends the Board of Commissioners award 5-year Master Agreements to the following four firms for on-call engineering services consisting of planning, regulatory compliance, engineering design, construction administration and management of the County's Solid Waste facilities and programs:

- HDR, Inc. – Charlotte, North Carolina
- TRC Engineers, Inc. – Cary, North Carolina
- McGill Associates, PA – Asheville, North Carolina
- Civil Environmental Consultants, Inc. – Charlotte, North Carolina

In addition, staff requests the County Manager be authorized to execute the appropriate contract documents.

**RFQ - MSA'S FOR SOLID WASTE ON-CALL
ENGINEERING/PLANNING SERVICES
RFQ 25-1016**

Evaluation Criteria	Total Possible Points	Civil Environmental Consultants, Inc.	HDR, Inc.	HNA Engineering, PLLC	LaBella	McGill Associates, PA	S&ME, Inc.	TRC
Qualifications of Firm	30	24	27	15	20	25	17	27
Project Management	40	35	38	20	30	35	30	38
References	30	30	30	30	30	30	30	30
TOTAL SCORE	100	89	95	65	80	90	77	95

MEMORANDUM

TO: Catawba County Board of Commissioners
FROM: Policy and Public Works Subcommittee
DATE: May 5, 2025
IN RE: Preliminary Assessment for Langdon Ridge Subdivision Road Improvements – Approval of Amended Preliminary Assessment Resolution

REQUEST:

The Policy and Public Works Subcommittee requests the Board of Commissioners authorize Langdon Ridge Subdivision Road Improvement Project and adopt the project's Amended Preliminary Assessment Resolution.

BACKGROUND:

Resolution #2020-17 created the petition-driven program to upgrade privately maintained secondary roads to meet NCDOT standards, thereby converting road maintenance responsibility from private homeowners to NCDOT. 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, a minimum 75 percent of the homeowners to be assessed must voluntarily sign a petition supporting the project. The owners who sign the petition must account for at least 75 percent of the road frontage to be improved through the assessment.

Langdon Ridge subdivision is located at the end of Langdon Road in unincorporated Catawba County. The property owners of that portion of Langdon Ridge subdivision fronting on Langdon Road filed with the Utilities & Engineering Department a petition for improving the streets. The portion of Langdon Ridge subdivision included in the petition consists of eight (8) lots. A petition was signed by the property owners of all eight (8) lots representing approximately 836.64 lineal feet (100%) of total frontage.

NCDOT staff prepared the scope of work and County staff prepared the cost estimate to bring the roads up to NCDOT standards. A letter from NCDOT stating the roads will be recommended for acceptance into the Secondary Road Maintenance Program once improved is attached.

The Board adopted a Preliminary Assessment Resolution on April 7, 2025, calling for a public hearing at the May 5th meeting. However, the public hearing notice was not published, so a new public hearing date must be adopted. The public hearing for this project will be May 19, 2025.

ANALYSIS:

The street is approximately 29 years old and is generally in poor condition for pavement of this age. To bring the roads up to North Carolina Department of Transportation standards, objects within the right-of-way will be removed; the pavement will be milled 1.5 inches and overlaid with 1.5 inches of asphalt. The cost of this work is estimated to be between \$35,000 and \$40,000, or about \$4,375.00 to \$5,000.00 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 already 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 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 decision 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 decision and adopts amended Preliminary Resolution describing the Project, financing and setting time for Public Hearing.
153A-192	5/19/2025	<i>BOC holds Public Hearing on Preliminary Assessment Resolution.</i>
153A-192	5/19/2025	<i>BOC considers adopting 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 Preliminary Assessment Resolution is to deny it and not offer public financing of private road improvements.

RECOMMENDATION:

The Policy and Public Works Subcommittee recommends the Board of Commissioners authorize Langdon Ridge Subdivision Road Improvement Project and adopt the project's Amended Preliminary Assessment Resolution.

Attachments: Preliminary Assessment Resolution for Langdon Ridge Subdivision
NCDOT Letter
Certificate of Sufficiency of Petition
Map of Langdon Ridge Subdivision

AMENDED RESOLUTION No. 2025-

AMENDED PRELIMINARY ASSESSMENT RESOLUTION
FOR STREET IMPROVEMENT PROJECT
FOR LANGDON RIDGE SUBDIVISION

WHEREAS, street maintenance and deterioration is a concern that affects residents of Catawba County neighborhoods and subdivisions; and

WHEREAS, at its meeting held on September 8, 2020, the Catawba County Board of Commissioners resolved (Resolution # 2020-17) to take an active role in efforts to make street repair assistance available to citizens when other alternatives are not feasible, in accordance with Chapter 153A Article 9 of the North Carolina General Statutes; and

WHEREAS, on the 18th day of February 2025, the property owners of Langdon Ridge subdivision at the end of Langdon Road filed with the Catawba County Utilities and Engineering Department a petition for improving the streets in the following manner:

Objects within the right-of-way will be removed; the pavement will be milled 1.5 inches and overlaid with 1.5 inches of asphalt; 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 affected 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, the purpose for amending the Resolution dated April 7, 2025, is to set the date for the public hearing on matters contained in this Resolution on May 19, 2025, instead of May 5, 2025, as stated in the original Resolution.

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

1. The above mentioned petition is found to be sufficient in all respects.
2. It is intended that a portion of Langdon Road within Langdon Ridge subdivision be improved in the following manner:

Objects within the right-of-way will be removed; the pavement will be milled 1.5 inches and overlaid with 1.5 inches of asphalt;

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.

3. One hundred percent (100%) of the total cost of said improvement, be hereafter assessed upon the property receiving the improvements (according to the assessment basis set out in the petition):

The property owners of Langdon Ridge subdivision fronting on Langdon Road.

4. Within 30 days of publication of notice of confirmation of the final assessment role, the assessments shall be payable in full, 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 proposed rate of 1.5% percent per annum.

5. A public hearing on all matters covered by this Resolution shall be held at 7:00 p.m. on the 19th day of May, 2025, in the Board of Commissioners Meeting Room, 2nd floor of the Catawba County Justice Center, 100 Government Dr. in Newton, North Carolina.

BE IT FURTHER RESOLVED that a copy of the Notice of Preliminary Assessment Resolution and Public Hearing provided for in NCGS § 153A-191 be published in the Hickory Daily Record as described in said subsection of said General Statutes.

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 the 5th day of May, 2025.

[Seal]

C. Randall Isenhower, Chairman
Catawba County Board of Commissioners

Attest:

Dale Stiles, Clerk
Catawba County Board of Commissioners

LANGDON RIDGE



catawba county

Parcels

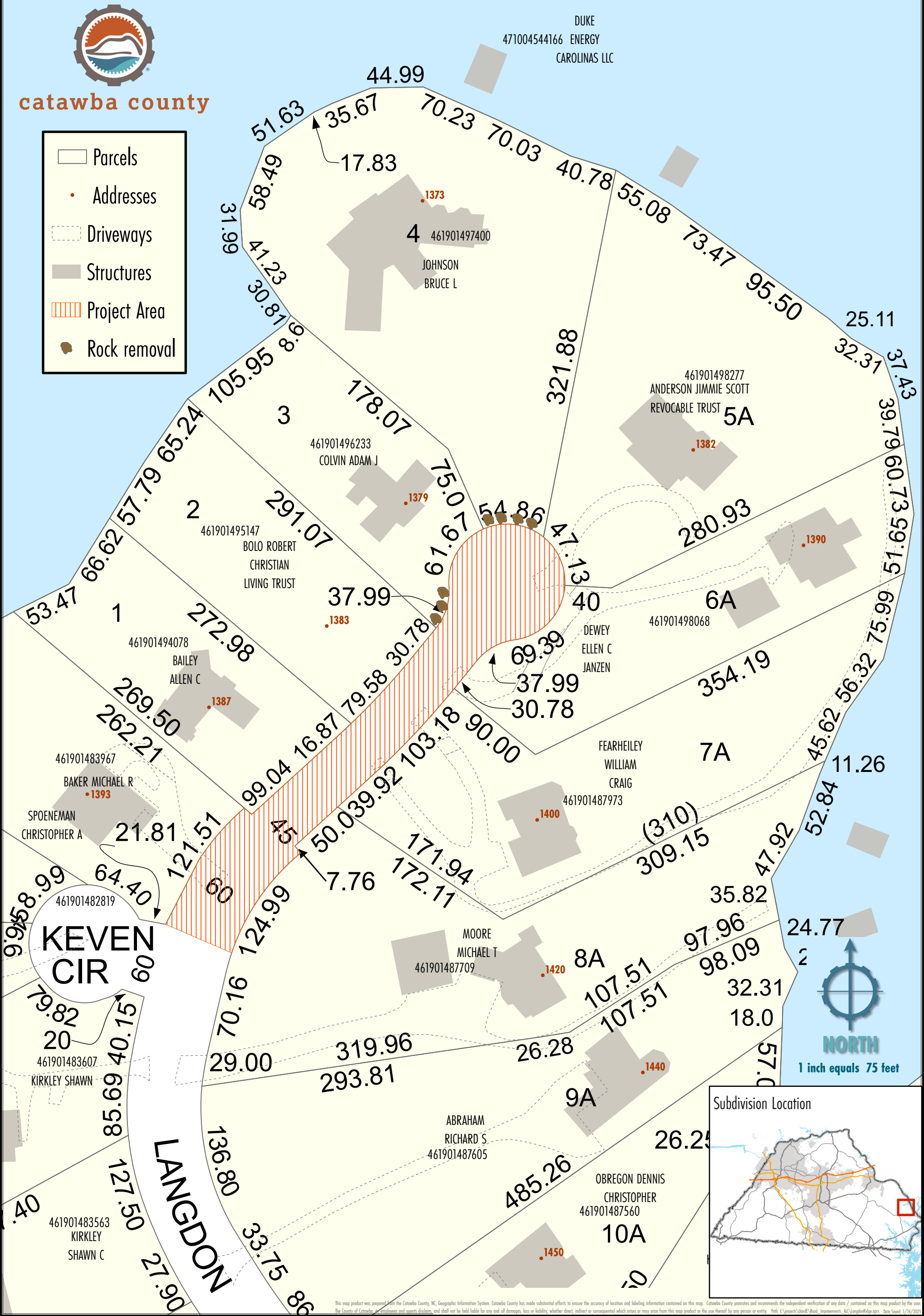
Addresses

Driveways

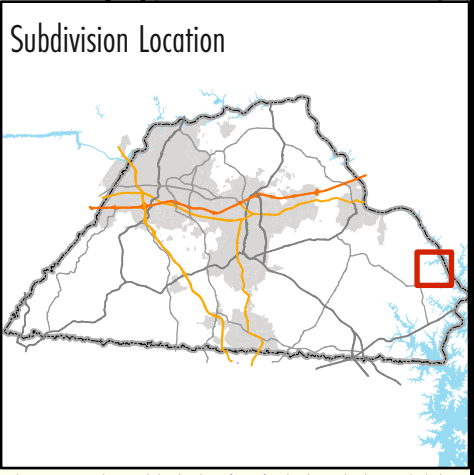
Structures

Project Area

Rock removal



NORTH
1 inch equals 75 feet



This map product was prepared from the Catawba County, NC, Geographic Information System. Catawba County has made substantial efforts to ensure the accuracy of location and labeling information contained on this map. Catawba County promotes and recommends the independent verification of any data / contained on this map product by the user. The County of Catawba, its employees and agents disclaim, and shall not be held liable for any and all damages, loss or liability, whether direct, indirect or consequential which arises or may arise from this map product or the use thereof by any person or entity. Path: E:\gis\proj\LangdonRidge.aprx. Data Source: 1/14/2023

CERTIFICATE AS TO SUFFICIENCY
OF PETITION FOR IMPROVEMENT

TO: THE CATAWBA COUNTY BOARD OF COMMISSIONERS

I, Peter Shonka, Director of Utilities and Engineering for Catawba County, North Carolina, do hereby certify that the attached petition of property owners for the improvement Langdon Ridge Subdivision was lodged with me on the 18th day of February 2025; that I have investigated the sufficiency of the said petition; and that the result of my investigation is as follows:

1. The total number of owners of the lands abutting upon the street or streets or part of street or streets proposed by the said petition to be improved is 8. The number of said owners who signed the petition is 8 a number equal to greater than 75 percent.
2. The total number of lineal feet of frontage of said lands upon the street or streets or part of street or streets proposed by the said petition to be improved is 836.64 feet. The number of the said lineal feet of frontage represented by the property of the said owners who signed the petition is 836.64 feet, a distance equal to greater than 75 percent or the frontage of the lands abutting the area to be improved.
3. I find that the said petition is in all respects sufficient and in conformity with all the requirements of Chapter 153A-205 of the General Statutes of North Carolina. I find also that the street (or streets) (or part of a street or streets) proposed by the said petition to be improved is (or are) or has been (or have been) definitely laid out, and that the boundaries of the same have been definitely fixed.

IN WITNESS THEREOF, I affix my hand and seal.

This the 7th day of March, 2025.



Peter M. Shonka, Director Utilities and Engineering



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

JOSH STEIN
GOVERNOR

JOEY "J.R." HOPKINS
SECRETARY

March 7, 2025

Mr. Pete Shonka, P.E.
Utilities & Engineering Director
25 Government Drive
Newton, NC 28658

Dear Mr. Shonka,

This letter is in response to your inquiry about the acceptance of Langdon Ridge Subdivision in Catawba County. Once all items on the scope of work have been corrected and the District Office has confirmed that the repairs meet NCDOT's Minimum Standards for Addition. The District Office will move forward with the addition paperwork for the streets within Langdon Ridge Subdivision that meet those minimum standards and then submit and recommend the streets for addition to NCDOT's Secondary Road Maintenance System. If you have any further question please let us know.

Sincerely,

DocuSigned by:
Travis R Jordan
3736B5E303564F6...

Travis R Jordan, P.E.
District Engineer
Division 12, District 3

TRJ:jl
Cc: file

MEMORANDUM

TO: Catawba County Board of Commissioners

FROM: Chris Timberlake, Planning Director

DATE: May 5th, 2025

IN RE: Map Review Officer Designation

REQUEST

Staff requests the Catawba County Board of Commissioners amend the list of Map Review Officers by adoption of the attached resolution.

BACKGROUND

North Carolina General Statutes require all counties to appoint Review Officers to review each plat or map before recordation to certify it meets the statutory mapping requirements. The law requires individuals to be appointed by name, not by job title, so any time a staffing change occurs, a new Review Officer must be appointed and approved by resolution of the Board of Commissioners and subsequently recorded in the Register of Deeds Office.

Town of Long View is requesting that Charles Mullis be removed as a review officer and Susan Matheson added as review officer. Town of Catawba is requesting Teresa Kinney be removed as a review officer

With approval of the attached resolution incorporating the changes noted above, the active list of Review Officers will be:

Catawba County:	Chris Timberlake, Madison Whisnant, Laurie LoCicero, Maggie Gaughan and Frances Darnall
City of Hickory:	Brian Frazier, Cal Overby, Mike Kirby, and Wilson Elliott
City of Newton:	Randy Williams and Alex S. Fulbright
City of Conover:	Stephanie Watson, Heather Stephens, Madeleine Epley, and Erik Schlichting
City of Claremont:	Bryce Carter
Town of Long View:	Susan Matheson
Town of Maiden:	Blake Wright
Town of Catawba:	John E. Wear and Ashley Young
Town of Brookford:	Marshall Eckard

RECOMMENDATION

Staff recommends the Board of Commissioners adopt the attached resolution which amends the Map Review Officers for the Town of Long View and the Town of Catawba.

RESOLUTION #2025-__
APPOINTMENT OF MAP REVIEW OFFICERS

WHEREAS, S.L. 1997-309 (SB875) made a number of significant changes in the procedures for recording maps and plats; and

WHEREAS, the main purpose of the law was to transfer the responsibility for reviewing plats to determine whether they meet recording requirements from the Register of Deeds to a Review Officer; and

WHEREAS, G.S. 47-30.2 requires the Board of County Commissioners in each County, by resolution, to appoint a person or persons to serve as Review Officer to review each plat or map before it is recorded and certify that it meets the statutory requirements for recording; and

WHEREAS, it is the desire of the Catawba County Board of Commissioners to insure an expeditious review of all maps and plats as required by G.S. 47-30.2 before they are presented to the Register of Deeds for recording; and

WHEREAS, the Catawba County Board of Commissioners on April 7th, 2025 adopted Resolution #2025-12 which included names of individuals who were appointed as Review Officers for representative jurisdictions in Catawba County; and

WHEREAS, said Resolution was recorded in the Office of the Register of Deeds in Book 3934 Pages 1338-1340; and

WHEREAS, staffing changes have occurred in the Town of Longview which necessitate an amendment to the approved list of Map Review Officers.

NOW THEREFORE, BE IT RESOLVED, that Charles Mullis is hereby removed from the list of appointed Review Officers for the Town of Long View. Teresa Kinney is hereby removed from the list of appointed Review Officers for the Town of Catawba.

FURTHER BE IT RESOLVED, that Susan Matheson is hereby appointed to perform the responsibilities as required for Map Review Officer for the Town of Long View as indicated in accordance with the appropriate General Statutes.

With the above change, the comprehensive list of Map Review Officers is as follows:

Catawba County:	Chris Timberlake and Madison Whisnant, Laure LoCicero, Maggie Gaughan and Frances Darnall
City of Hickory:	Brian Frazier, Cal Overby, Mike Kirby, Wilson Elliott
City of Newton:	Randy Williams and Alex S. Fulbright
City of Conover:	Stephanie Watson, Heather Stephens, Madeleine Epley, and Erik Schlichting
City of Claremont:	Bryce Carter
Town of Long View:	Susan Matheson
Town of Maiden:	Blake Wright
Town of Catawba:	John E. Wear and Ashley Young
Town of Brookford:	Marshall Eckard

AND BE IT FURTHER RESOLVED that a copy of this Resolution designating the Review Officers be recorded in the Catawba County Register of Deed's Office and indexed in the names of the Review Officers.

Adopted this the 5th day of May 2025.

C. Randall Isenhower, Chair
Catawba County Board of Commissioners

(SEAL)

ATTEST: _____

Name: Dale R. Stiles

Title: County Clerk

STATE OF NORTH CAROLINA
COUNTY OF CATAWBA

NOTARY ACKNOWLEDGMENT

I, _____, a Notary Public of said County and State, certify that Dale R. Stiles, with whom I am personally acquainted, personally came before me this day and who, being by me duly sworn, says she is the County Clerk to the Catawba County Board of Commissioners, a body politic; and that foregoing instrument was signed in it name by the Chair of the Catawba County Board of Commissioners, attested by her as Clerk and sealed with its corporate seal, all by order and authority duly given, and that the said instrument is the act and deed of Catawba County.

WITNESS my hand and official seal this the _____ day of _____, 2025.

(SEAL)

Notary Public

Print Name: _____

My commission expires: _____

MEMORANDUM

To: Catawba County Board of Commissioners
From: Finance and Personnel Subcommittee
Date: May 5, 2025
Subject: Approval for FEMA Project-Riverbend Park Culvert Replacement (Second Reading)

Request

The Finance and Personnel Subcommittee requests the Board of Commissioners:

1. Appropriate funds to establish the Riverbend Park culvert replacement project, which will be reimbursed by FEMA and;
2. Authorize the County Manager to submit a letter to FEMA requesting construction of a bridge to replace the culvert at Riverbend Park as an alternate project and;
3. Adopt a grant project ordinance for the Riverbend Park culvert replacement project.

Background

The President declared a major disaster for the State of North Carolina on September 28, 2024, as a result of Tropical Storm Helene. This declaration authorized FEMA to provide, through its Public Assistance Program, reimbursement or direct Federal assistance to eligible state, local, tribal and certain private-non-profit organizations applicants for emergency work. The Public Assistance Program is authorized by Sections 403, 406, and 407 of the Stafford Act. Amendment No. 1, Issued October 2, 2024, to the notice of major declaration for the state of North Carolina (FEMA DR-4827-NC), dated October 2, identified Catawba County for permanent work (categories C-G).

During Tropical Storm Helene, both culvert pipes located at Riverbend Park failed, causing massive flooding and impacting the walking trail over the culvert. Over the last 20 years, the use of a culvert to handle large water flow volumes during significant weather events has been challenging for Parks staff to manage. In 2004, during Hurricane Frances, the culvert could not handle the volume of water, flooding surrounding trails. In 2019 flash flooding washed out a section of the bank, due to the culvert disrupting the flow of water. As a result of the most recent culvert failure, the County applied for FEMA Public Assistance funds to repair the culvert. Upon evaluating repair options, and at the request of FEMA, the County contracted with Resource Environmental Solutions, LLC to evaluate the site and prepare a hydrologic and hydraulic (H&H) report for FEMA to review. The H&H analysis presents three options:

Option 1 would repair the culvert to the same condition prior to the storm with the same pipe size. The estimated cost for option 1 is \$122,500.

Option 2 would repair the culvert to a similar condition prior to the storm; however, utilizing larger sized pipes for better water flow than option 1. The estimated cost for option 2 is \$127,500.

Option 3 would replace the culvert with a small bridge to handle water volume and free flow of water. The estimated cost for option 3 is \$183,000.

Based on the H&H analysis, option 3 is the recommended option to replace the destroyed culvert crossing. The bridge offers the best long-term solution from a level of service, stream stability, and aquatic passage standpoint. This option will have the least long-term impact on the stream ecosystem. Because it involves a installing bridge versus replacing a culvert, the project would be classified as an alternative project and must be specifically requested and authorized via a letter that lays out the justification.

The FEMA federal share of the project is \$164,700 (or 90%), while the state share is \$18,300 (or 10%). Once final approvals are processed by FEMA, the County can begin the procurement process and enter

into design and construction contracts not to exceed the alternate project total cost of \$183,000.

Recommendation

The Finance and Personnel Subcommittee recommends the Board of Commissioners:

1. Appropriate funds to establish the Riverbend Park culvert replacement project, which will be reimbursed by FEMA and;
2. Authorize the County Manager to submit a letter to FEMA requesting the construction of a bridge to replace the culvert at Riverbend Park as an alternate project and;
3. Adopt a grant project ordinance for the Riverbend Park culvert replacement project.

Appropriation

Revenue		
410-460100-640150	FEMA-Disaster Recovery Funds	\$183,000
Expenditure		
410-460100-988000-18037	Riverbend Park Culvert Replacement	\$183,000

Attachments:

RES Hydrologic and Hydraulic Report
Grant Ordinance
Letter Requesting Alternate Project



Hydrologic and Hydraulic Report

Riverbend Park Culvert Repair

Catawba River Basin | Catawba County, NC | March 2025

Prepared By:

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Engineering Services Provided By:
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NC License No. F-1428





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Appendix A – Culvert Calculations



Introduction

The flooding caused by Hurricane Helene in September 2024 significantly impacted Riverbend Park, including critical damage to the culvert providing access to the back half of the park. The primary objective of this planning document is to outline the cost and materials needed to restore the culvert crossing and the park access it provided prior to Hurricane Helene.

Site Location

The Project is located on an Unnamed Tributary to the Catawba River (UT) within Catawba County's Riverbend Park approximately 0.7 miles east of NC Highway 16 and 0.2 miles south of the Catawba River (35°49'9.08"N, 81°10'39.88"W). The UT has a drainage area of 0.57 sq. miles. The drainage area is predominantly forested and less than 1% of the area is impervious.

Pre-Helene Conditions Summary

Prior to Hurricane Helene the project site included a 20ft wide roadway over the UT that provided sole access to much of Riverbend Park. The UT was conveyed under the roadway via 2 – 30ft long culverts (1 @ 36" HDPE and 1 @ 42" CMP). Note the crossing was destroyed during Hurricane Helene and some measurements were estimated based on historical data, site visit observations, and professional judgment.

Design Approach

The design approach for this project seeks to balance functional needs, ecological improvements, and cost to deliver project alternatives that provide as many benefits for Catawba County as possible. The initial analysis included a peak flow analysis of the watershed. These peak flows were then modeled in HY-8 to determine how the pre-Helene conditions performed during various storm events. RES then modeled several design alternatives to the pre-Helene condition outlined in the Design Alternatives section of this report.

Hydrology

Hydrologic evaluations were performed using USGS Regional Flood Frequency Equations for estimating peak flows in rural North Carolina (SIR 2023-5006). Peak flows were determined using the following equations from the Piedmont and Ridge and Valley Hydrologic Region where DA=drainage area (sq. miles):

- $Q_{2yr} = 149 * (DA)^{0.646} = \mathbf{104 \text{ ft}^3/\text{s}}$
- $Q_{5yr} = 267 * (DA)^{0.631} = \mathbf{187 \text{ ft}^3/\text{s}}$
- $Q_{10yr} = 361 * (DA)^{0.623} = \mathbf{254 \text{ ft}^3/\text{s}}$
- $Q_{25yr} = 491 * (DA)^{0.615} = \mathbf{347 \text{ ft}^3/\text{s}}$
- $Q_{50yr} = 607 * (DA)^{0.610} = \mathbf{431 \text{ ft}^3/\text{s}}$



Design Alternatives

1. One (1) 30-ft culvert @ 36" HDPE + One (1) 30-ft culvert @ 42" CMP (Inverts NOT buried)
 - Alternative 1, the Build Back alternative, involves restoring the crossing back to the same condition it was in prior to Hurricane Helene.
2. One (1) 30-ft culvert @ 128" x 86" CMPA (Inverts buried 1ft below the channel bed)
 - Alternative 2, the preferred culvert design approach, is intended to provide the most appropriate culvert size for the project site. This alternative is designed to provide an increase in level of service for the crossing as well as reduced outlet velocities close to expected downstream velocities promoting aquatic passage as well as downstream channel stability.
3. One (1) Pre-fabricated Bridge (8' wide x 40' long)
 - Alternative 3 provides a non-culvert solution for the crossing. This alternative would be expected to provide the lowest maintenance costs, the highest level of service for the crossing as well as the most natural stream flow through the system. **Note these statements are based on best professional judgment as a Hydraulic Analysis was not performed for this alternative.**

Culvert calculations can be found in **Appendix A**.

Hydraulics

Hydraulic analysis models for each design alternative were analyzed and compared using HY-8 Culvert Hydraulic Analysis Program, developed by the Federal Highway Administration (FHWA, 2025). In addition, potential for aquatic passage was analyzed using the HY-8 Aquatic Organism Passage (AOP) stream simulator with guidance from HEC-26 (FHWA, 2010). The following assumptions were made based on the existing conditions survey, LiDAR, and site visit observations:

- Steady-state flows
- Location and 1-ft spacing of existing culvert barrels
- Culvert length of 30 ft
- No embedment of existing culvert barrels
- Existing culvert and stream slope of 1.3%
- Streambed Gradation $D_{50} = 1.5"$
- There is no backwater from the Catawba River

The analysis focused on evaluating headwater depths, outlet velocities, and aquatic passage potential for a range of design flows (see **Table 1**).

Design Alternative 1 modeling results indicated an overtopping between the 2- and 5-year storm events. The high outlet velocity results indicate a hydraulic barrier that limits aquatic passage through the culvert. Additionally, these outlet velocities pose a concern for downstream channel stability and may lead to erosion of the existing channel during storm events. The barrel sizes for this design are not large enough to include an adequate embedment recommended per the AOP analysis (FHWA, 2025). While this design would build back the existing conditions of the stream, it is not recommended for aquatic passage and may lead to future downstream channel degradation.

Design Alternative 2 results in an overtopping between the 10- and 25-year storm events, increasing the culverts capacity to convey larger storms and therefore improving the level of service of the roadway. To maintain the existing floodplain conveyance, the culvert was sized such that its crown elevation does not exceed the lowest point within the right floodplain, as determined from field measurements. The AOP recommended embedment exceeds 40% of the culvert area and requires an increase in culvert size. The 12-inch embedment was selected to improve AOP conditions while maintaining existing floodplain conveyance and managing project costs. Additionally, outlet velocities are minimized to better match existing tailwater velocities, significantly reducing the risk of downstream erosion in comparison to Design



Alternative 1. These design considerations improve overall aquatic passage capabilities, minimize potential for downstream degradation, and increase overall storm capacity of the culvert.

Table 1. HY-8 Hydraulic Analysis Results

Culvert Design	Discharge (ft ³ /s)	Headwater Depth (ft) (Inlet/Outlet Control) ¹	Outlet Velocity (ft/s)	Tailwater Velocity (ft/s)
Alternative 1	104 (2yr)	4.25 (I)	10.23	4.49
	187 (5 yr)	7.07 (I)	11.74	5.48
	254 (10yr)	7.46 (I)	10.17	6.08
	347 (25yr)	7.81 (I)	10.47	6.74
	431 (50yr)	8.06 (I)	10.69	7.23
Alternative 2	104 (2yr)	2.77 (O)	5.00	4.49
	187 (5 yr)	4.06 (O)	6.78	5.48
	254 (10yr)	4.99 (O)	7.93	6.08
	347 (25yr)	6.25 (O)	9.36	6.74
	431 (50yr)	7.09 (I)	9.94	7.23

¹ Headwater depth at roadway overtopping = 5.94 ft

Cost

Alternative 1: One (1) 30-ft culvert @ 36" HDPE + One (1) 30-ft culvert @ 42" CMP (Inverts NOT buried)

- \$122,500

Alternative 2: One (1) 30-ft culvert @ 128" x 86" CMPA (Inverts buried 1ft below the channel bed)

- \$127,500

Alternative 1 and 2 costs include culvert, culvert installation, downstream dissipator pad, gravel roadway over the culvert, design, survey, and disposal of pipes.

Alternative 3: One (1) 8' x 40' Steel Utility Bridge with 42" Truss Rail (8 Ton Capacity)

- \$183,000

Alternative 3 costs include bridge, bridge installation, geotechnical report, survey, and disposal of pipes.

Recommendations

Based on the analysis outlined above, Alternative 3 is the recommended alternative to replace the destroyed culvert crossing. The bridge alternative offers the best long-term solution from a level of service, stream stability, and aquatic passage standpoint. By getting the crossing out of the stream it will have the least long-term impact on the stream ecosystem. However, if Alternative 3 is not financially viable, Alternative 2 is recommended as it provides natural downstream velocities and is the best option for aquatic passage when compared to Alternative 1.



References

- Contech Engineered Solutions LLC. (2022). Corrugated Metal Pipe Design Guide. Retrieved from <https://www.conteches.com/media/u2yh4gik/cmp-design-guide.pdf>
- Feaster, T.D., Gotvald, A.J., Musser, J.W., Weaver, J.C., Kolb, K.R., Veilleux, A.G., and Wagner, D.M., 2023, Magnitude and frequency of floods for rural streams in Georgia, South Carolina, and North Carolina, 2017—Results: U.S. Geological Survey Scientific Investigations Report 2023–5006, 75 p., <https://doi.org/10.3133/sir20235006>
- Federal Highway Administration (FHWA). (2010). *Hydraulic Engineering Circular No. 26: Culvert Design for Aquatic Organism Passage*. FHWA-HIF-11-008. Washington, D.C.: U.S. Department of Transportation, Federal Highway Administration.
- Federal Highway Administration (FHWA). (2025). *HY-8 Culvert Hydraulic Analysis Program* (Version 7.7.4) [Software]. Retrieved from <https://www.fhwa.dot.gov/engineering/hydraulics/software/hy8/>
- U.S. Geological Survey (USGS). (2025). *StreamStats – North Carolina* (Version 4.28.0) [Online application]. Retrieved March 2025 from <https://streamstats.usgs.gov/ss/>



Appendix A: Culvert Calculations

HY-8 Culvert Analysis Report- Design Alt 1

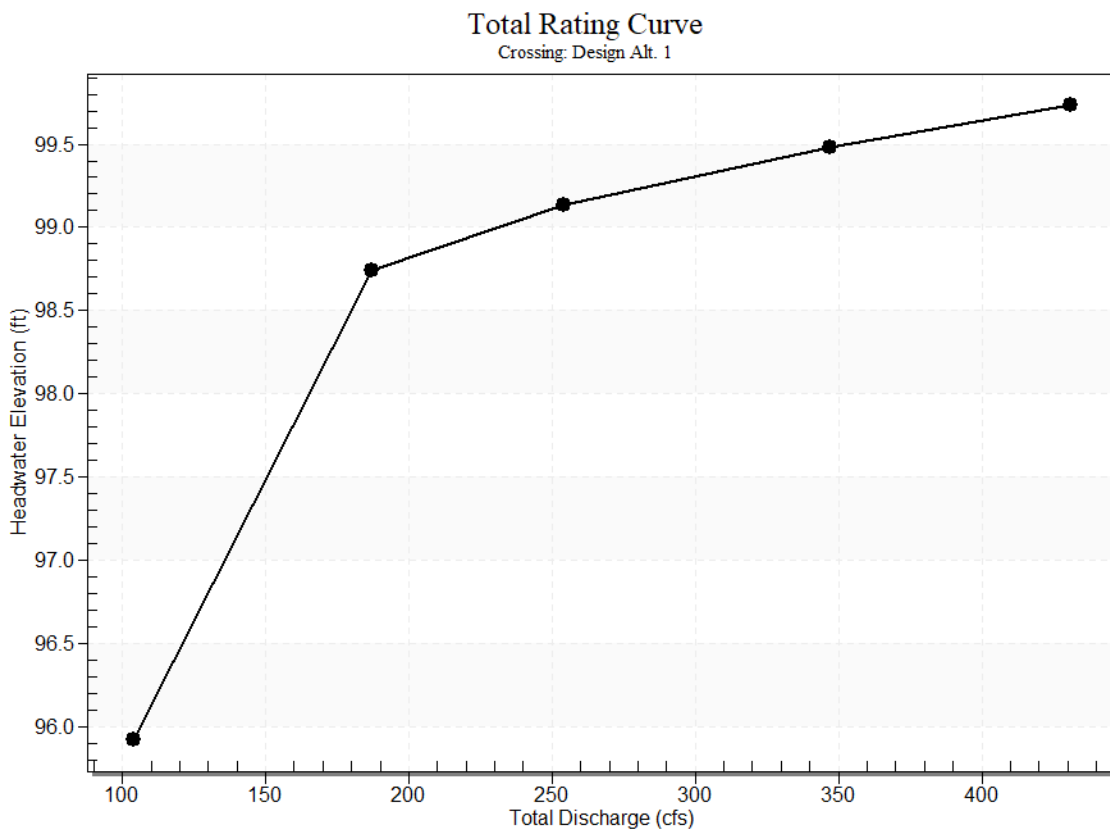
Crossing Discharge Data

Discharge Selection Method: User Defined

Table 1 - Summary of Culvert Flows at Crossing: Design Alt. 1

Headwater r Elevation (ft)	Discharge Names	Total Discharg e (cfs)	HDPE Discharg e (cfs)	CMP Discharg e (cfs)	Roadway Discharg e (cfs)	Iterations
95.92	2yr	104.00	46.52	57.48	0.00	6
98.74	5yr	187.00	69.39	91.67	25.93	9
99.13	10yr	254.00	71.91	95.29	86.76	7
99.48	25yr	347.00	74.04	96.48	176.44	6
99.73	50yr	431.00	75.54	94.27	261.16	5
97.61	Overtoppin g	141.60	61.44	80.16	0.00	Overtoppin g

Rating Curve Plot for Crossing: Design Alt. 1



Culvert Data: HDPE

Table 1 - Culvert Summary Table: HDPE

Disc harg e Nam es	Total Disc harg e (cfs)	Culv ert Disc harg e (cfs)	Head water Eleva tion (ft)	Inle t Con trol Dep th (ft)	Out let Con trol Dep th (ft)	Fl o w Ty pe	Nor mal Dep th (ft)	Crit ical De pth (ft)	Ou tle t De pth (ft)	Tail water r Dept h (ft)	Outl et Vel ocit y (ft/ s)	Tail water r Velo city (ft/s)
2yr	104.0 0 cfs	46.52 cfs	95.92	4.25	3.22 3	5- S2 n	1.60	2.2 2	1.8 4	2.05	10.2 3	4.49
5yr	187.0 0 cfs	69.39 cfs	98.74	7.07	5.41 4	5- S2 n	2.09	2.6 5	2.3 4	2.70	11.7 4	5.48
10yr	254.0 0 cfs	71.91 cfs	99.13	7.46	6.08 3	4- FF f	2.14	2.6 8	3.0 0	3.13	10.1 7	6.08
25yr	347.0 0 cfs	74.04 cfs	99.48	7.81	6.83 5	4- FF f	2.20	2.7 1	3.0 0	3.68	10.4 7	6.74
50yr	431.0 0 cfs	75.54 cfs	99.73	8.06	7.43 7	4- FF f	2.23	2.7 2	3.0 0	4.14	10.6 9	7.23

Culvert Barrel Data

Culvert Barrel Type Straight Culvert

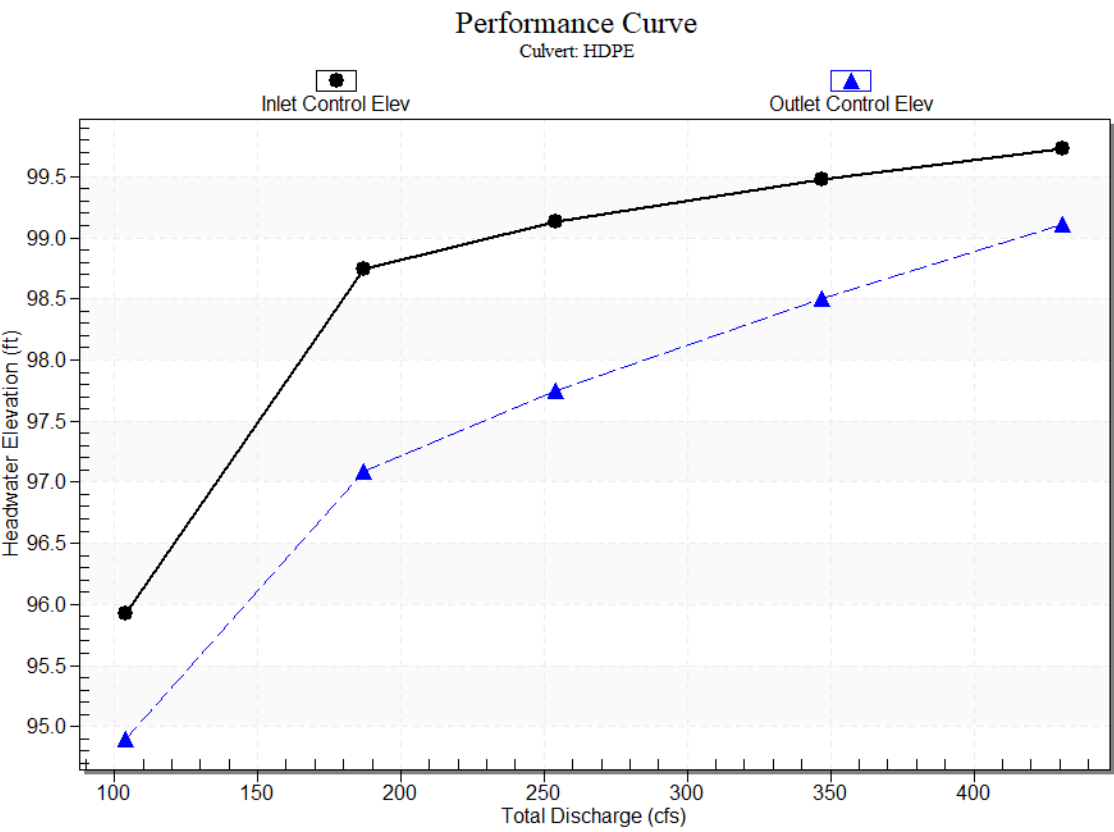
Inlet Elevation (invert): 91.67 ft,

Outlet Elevation (invert): 91.27 ft

Culvert Length: 30.00 ft,

Culvert Slope: 0.0133

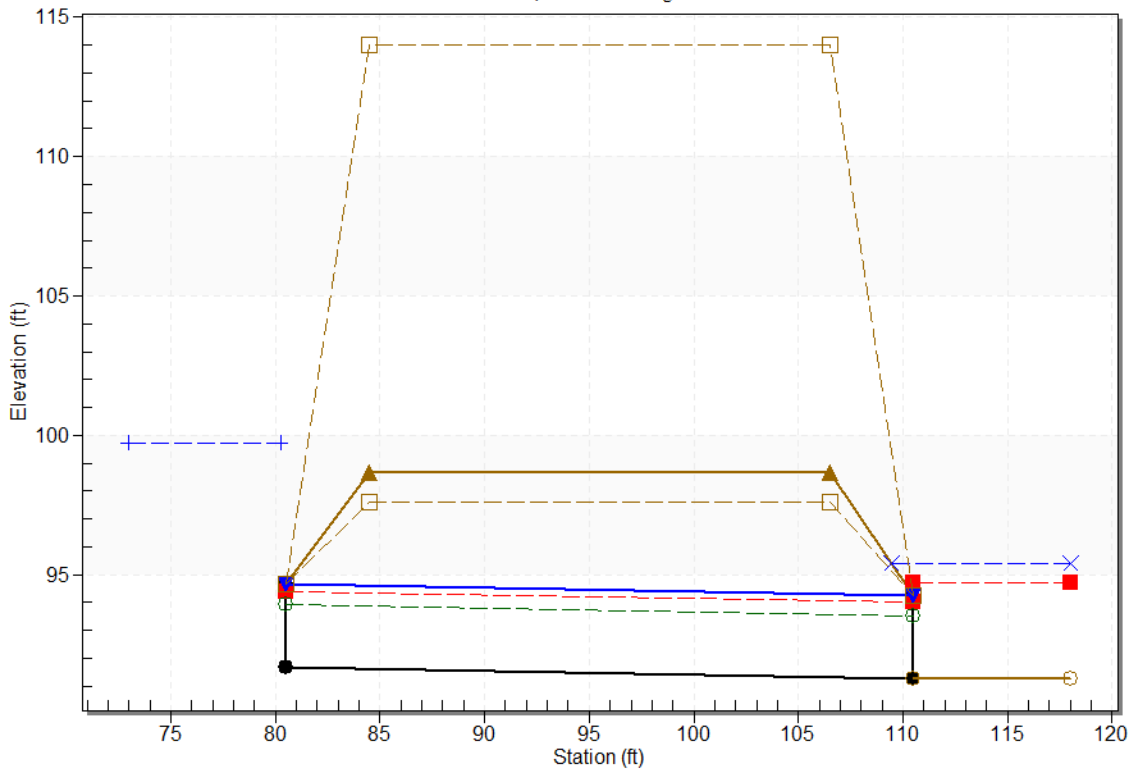
Culvert Performance Curve Plot: HDPE



Water Surface Profile Plot for Culvert: HDPE

Crossing - Design Alt. 1, Design Discharge - 431.0 cfs

Culvert - HDPE, Culvert Discharge - 75.5 cfs



Site Data - HDPE

Site Data Option: Culvert Invert Data

Inlet Station: 80.50 ft

Inlet Elevation: 91.67 ft

Outlet Station: 110.50 ft

Outlet Elevation: 91.27 ft

Number of Barrels: 1

Culvert Data Summary - HDPE

Barrel Shape: Circular

Barrel Diameter: 3.00 ft

Barrel Material: Smooth HDPE

Embedment: 0.00 in

Barrel Manning's n: 0.0120

Culvert Type: Straight

Inlet Configuration: Thin Edge Projecting

Inlet Depression: None

Culvert Data: CMP

Table 2 - Culvert Summary Table: CMP

Disc harg e Nam es	Total Disc harg e (cfs)	Culv ert Disc harg e (cfs)	Head water Eleva tion (ft)	Inle t Con trol Dep th (ft)	Out let Con trol Dep th (ft)	Fl o w Ty pe	Nor mal Dep th (ft)	Crit ical Dep th (ft)	Ou tle t Dep th (ft)	Tail water r Dept h (ft)	Outl et Vel ocit y (ft/ s)	Tail water r Velo city (ft/s)
2yr	104.0 0 cfs	57.48 cfs	95.92	4.19	4.25 3	7- M 2c	3.50	2.3 7	2.3 7	2.05	8.27	4.49
5yr	187.0 0 cfs	91.67 cfs	98.74	7.07	6.93 3	7- M 2c	3.50	2.9 7	2.9 7	2.70	10.5 4	5.48
10yr	254.0 0 cfs	95.29 cfs	99.13	7.46	7.30 4	7- M 2t	3.50	3.0 1	3.1 3	3.13	10.4 9	6.08
25yr	347.0 0 cfs	96.48 cfs	99.48	7.60	7.81 1	4- FF f	3.50	3.0 3	3.5 0	3.68	10.0 3	6.74
50yr	431.0 0 cfs	94.27 cfs	99.73	7.35	8.06 4	4- FF f	3.50	3.0 0	3.5 0	4.14	9.80	7.23

Culvert Barrel Data

Culvert Barrel Type Straight Culvert

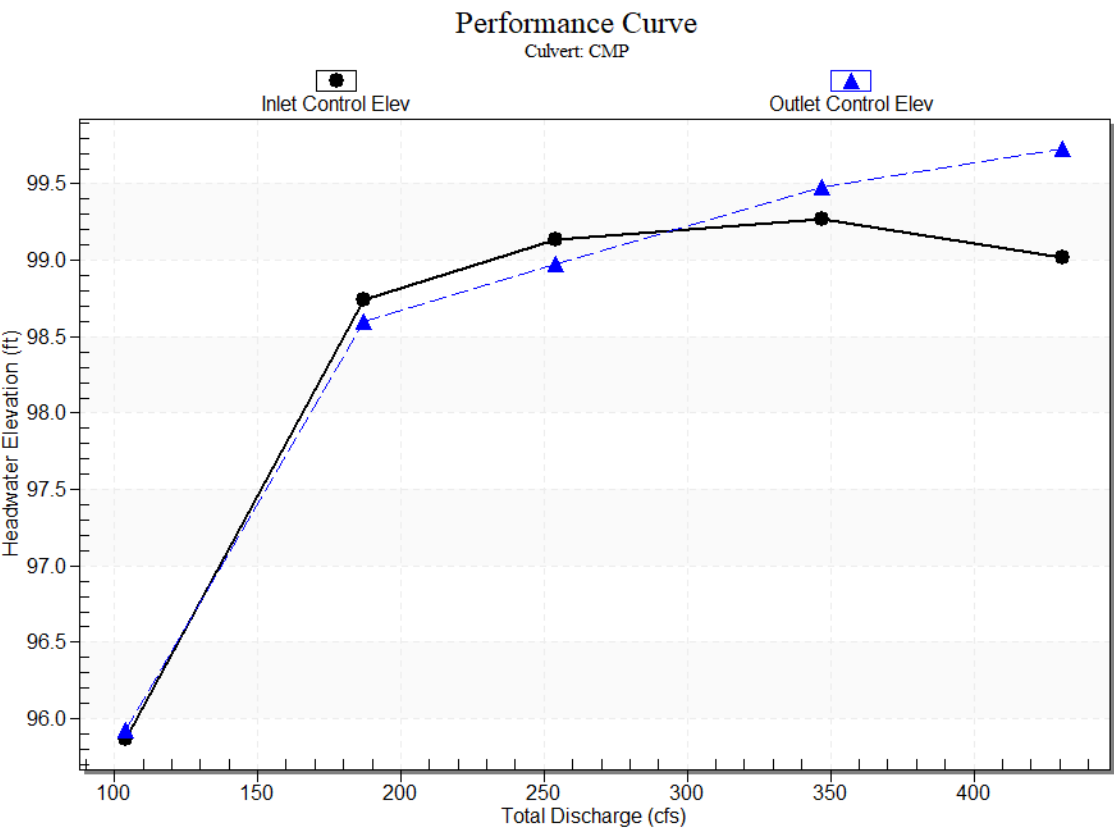
Inlet Elevation (invert): 91.67 ft,

Outlet Elevation (invert): 91.27 ft

Culvert Length: 30.00 ft,

Culvert Slope: 0.0133

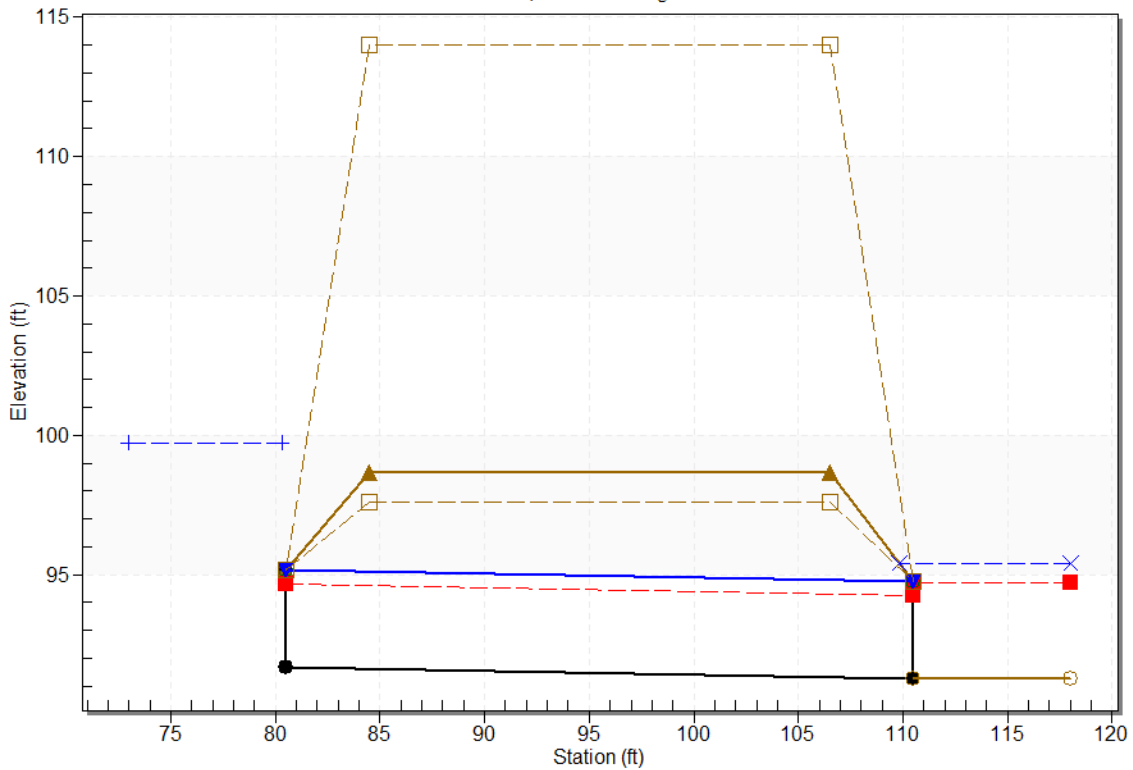
Culvert Performance Curve Plot: CMP



Water Surface Profile Plot for Culvert: CMP

Crossing - Design Alt. 1, Design Discharge - 431.0 cfs

Culvert - CMP, Culvert Discharge - 94.3 cfs



Site Data - CMP

Site Data Option: Culvert Invert Data

Inlet Station: 80.50 ft

Inlet Elevation: 91.67 ft

Outlet Station: 110.50 ft

Outlet Elevation: 91.27 ft

Number of Barrels: 1

Culvert Data Summary - CMP

Barrel Shape: Circular

Barrel Diameter: 3.50 ft

Barrel Material: Corrugated Aluminum

Embedment: 0.00 in

Barrel Manning's n: 0.0310

Culvert Type: Straight

Inlet Configuration: Thin Edge Projecting

Inlet Depression: None

Tailwater Data for Crossing: Design Alt. 1

Table 2 - Downstream Channel Rating Curve (Crossing: Design Alt. 1)

Flow (cfs)	Water Surface Elev (ft)	Velocity (ft/s)	Depth (ft)	Shear (psf)	Froude Number
104.00	93.32	2.05	4.49	1.67	0.67
187.00	93.97	2.70	5.48	2.19	0.69
254.00	94.40	3.13	6.08	2.54	0.69
347.00	94.95	3.68	6.74	2.99	0.70
431.00	95.41	4.14	7.23	3.36	0.70

Tailwater Channel Data - Design Alt. 1

Tailwater Channel Option: Irregular Channel

Channel Slope: Irregular Channel

User Defined Channel Cross-Section

Coord No.	Station (ft)	Elevation (ft)	Manning's n
1	0.00	98.76	0.0450
2	12.27	98.37	0.0450
3	18.92	98.46	0.0450
4	21.89	97.92	0.0450
5	22.61	93.58	0.0450
6	24.56	92.58	0.0450
7	26.34	91.41	0.0450
8	28.30	91.66	0.0450
9	31.46	91.27	0.0450
10	34.18	91.91	0.0450
11	35.45	92.21	0.0450
12	37.73	91.82	0.0450
13	39.58	93.11	0.0450
14	40.85	97.33	0.0450
15	43.52	98.12	0.0450
16	53.34	98.71	0.0450
17	67.60	97.60	0.0450

Roadway Data for Crossing: Design Alt. 1

Roadway Profile Shape: Irregular Roadway Shape (coordinates)

Irregular Roadway Cross-Section

Coord No.	Station (ft)	Elevation (ft)
-----------	--------------	----------------

0	0.00	100.46
1	3.15	100.34
2	6.36	100.00
3	8.55	99.91
4	11.55	99.78
5	14.55	99.61
6	17.52	99.41
7	20.61	99.22
8	23.48	99.16
9	26.52	99.11
10	29.51	99.07
11	32.57	99.00
12	35.65	98.86
13	38.50	98.75
14	41.51	98.67
15	44.52	98.68
16	47.71	98.71
17	50.98	98.73
18	53.40	98.65
19	76.73	98.64
20	77.34	98.57
21	80.40	98.45
22	82.98	98.41
23	85.62	98.31
24	88.90	97.80
25	92.12	97.61
26	95.07	98.42
27	97.37	100.60
28	99.94	102.45
29	102.18	105.33
30	104.78	106.62
31	107.78	107.72
32	110.40	108.96
33	113.64	110.22
34	116.80	111.45
35	119.78	112.29
36	122.59	113.40
37	125.50	114.00

Roadway Surface: Gravel

Roadway Top Width: 22.00 ft

HY-8 Culvert Analysis Report – Design Alt. 2

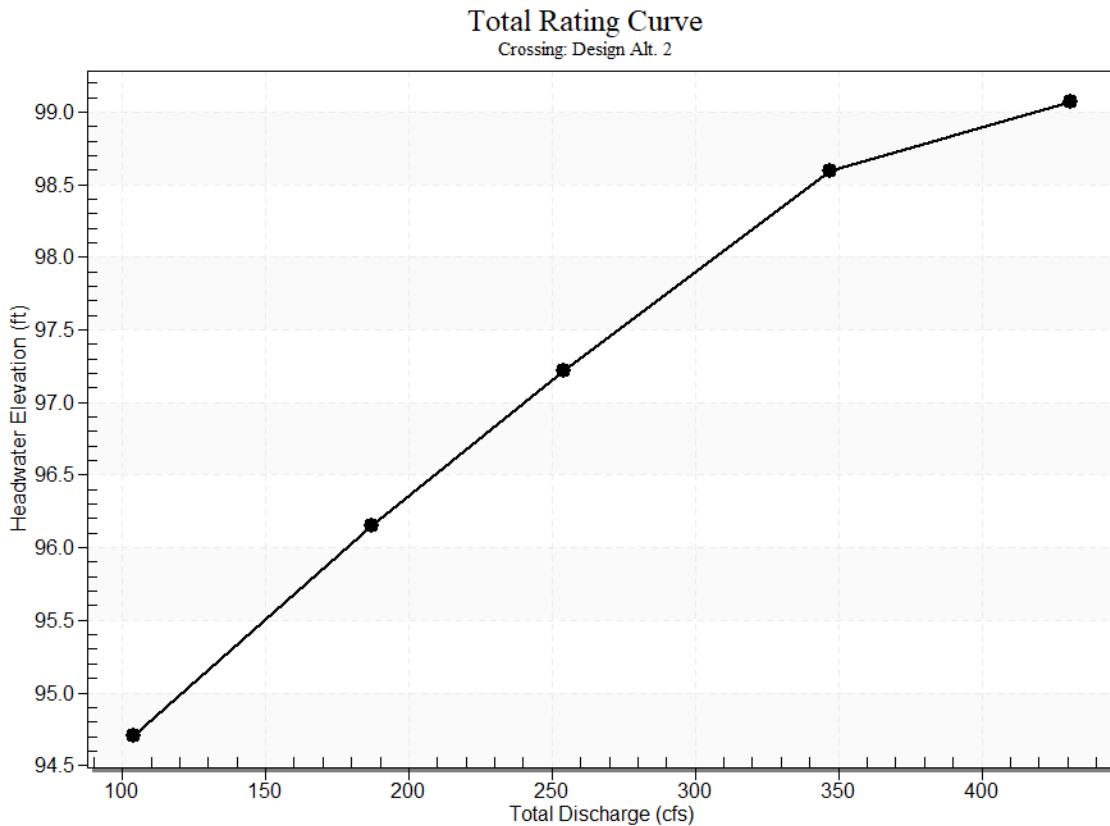
Crossing Discharge Data

Discharge Selection Method: User Defined

Table 1 - Summary of Culvert Flows at Crossing: Design Alt. 2

Headwater Elevation (ft)	Discharge Names	Total Discharge (cfs)	112x75 CMP Discharge (cfs)	Roadway Discharge (cfs)	Iterations
94.71	2yr	104.00	104.00	0.00	1
96.15	5yr	187.00	187.00	0.00	1
97.22	10yr	254.00	254.00	0.00	1
98.59	25yr	347.00	330.87	16.04	10
99.07	50yr	431.00	357.19	73.76	6
97.61	Overtopping	276.90	276.90	0.00	Overtopping

Rating Curve Plot for Crossing: Design Alt. 2



Culvert Data: 112x75 CMP

Table 1 - Culvert Summary Table: 112x75 CMP

Disc harg e Nam es	Total Disc harg e (cfs)	Culv ert Disc harg e (cfs)	Head water Eleva tion (ft)	Inle t Con trol Dep th (ft)	Out let Con trol Dep th (ft)	Fl o w Ty pe	Nor mal Dep th (ft)	Crit ical De pth (ft)	Ou tle t De pth (ft)	Tail water r Dept h (ft)	Outl et Vel ocit y (ft/ s)	Tail water r Velo city (ft/s)
2yr	104.0 0 cfs	104.0 0 cfs	94.71	2.76	3.03 7	3- M 1t	1.91	1.6 8	2.0 5	2.05	5.74	4.49
5yr	187.0 0 cfs	187.0 0 cfs	96.15	4.35	4.47 7	3- M 2t	2.81	2.4 1	2.7 0	2.70	7.82	5.48
10yr	254.0 0 cfs	254.0 0 cfs	97.22	5.53	5.54 8	3- M 2t	3.62	2.9 1	3.1 3	3.13	9.18	6.08
25yr	347.0 0 cfs	330.8 7 cfs	98.59	6.92	6.81 5	3- M 2t	5.25	3.3 9	3.6 8	3.68	10.3 9	6.74
50yr	431.0 0 cfs	357.1 9 cfs	99.07	7.40	7.29 5	3- M 2t	5.25	3.5 3	4.1 4	4.14	10.2 7	7.23

Culvert Barrel Data

Culvert Barrel Type Straight Culvert

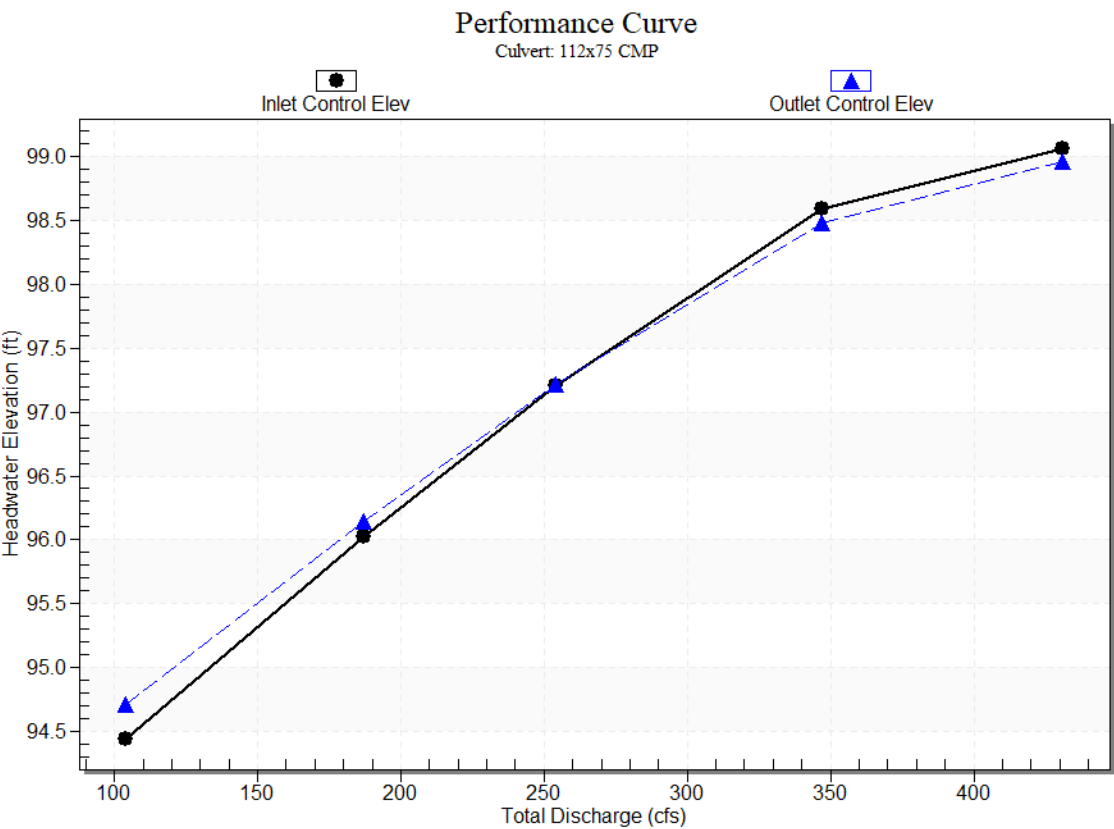
Inlet Elevation (invert): 91.67 ft,

Outlet Elevation (invert): 91.27 ft

Culvert Length: 30.00 ft,

Culvert Slope: 0.0133

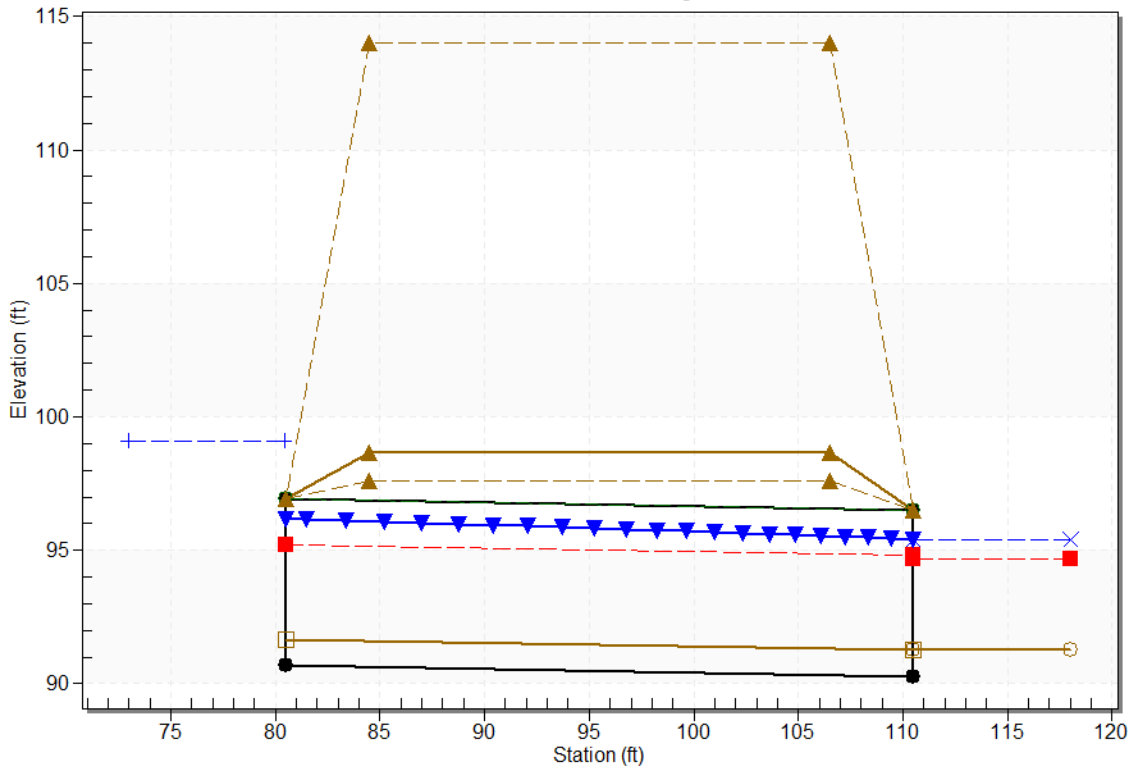
Culvert Performance Curve Plot: 112x75 CMP



Water Surface Profile Plot for Culvert: 112x75 CMP

Crossing - Design Alt. 2, Design Discharge - 431.0 cfs

Culvert - 112x75 CMP, Culvert Discharge - 357.2 cfs



Site Data - 112x75 CMP

Site Data Option: Culvert Invert Data

Inlet Station: 80.50 ft

Inlet Elevation: 90.67 ft

Outlet Station: 110.50 ft

Outlet Elevation: 90.27 ft

Number of Barrels: 1

Culvert Data Summary - 112x75 CMP

Barrel Shape: Pipe Arch

Barrel Span: 111.92 in

Barrel Rise: 75.00 in

Barrel Material: Steel or Aluminum

Embedment: 12.00 in

Barrel Manning's n: 0.0280 (top and sides)

Manning's n: 0.0350 (bottom)

Culvert Type: Straight

Inlet Configuration: Thin Edge Projecting (Ke=0.9)

Inlet Depression: None

Tailwater Data for Crossing: Design Alt. 2

Table 2 - Downstream Channel Rating Curve (Crossing: Design Alt. 2)

Flow (cfs)	Water Surface Elev (ft)	Velocity (ft/s)	Depth (ft)	Shear (psf)	Froude Number
104.00	93.32	2.05	4.49	1.67	0.67
187.00	93.97	2.70	5.48	2.19	0.69
254.00	94.40	3.13	6.08	2.54	0.69
347.00	94.95	3.68	6.74	2.99	0.70
431.00	95.41	4.14	7.23	3.36	0.70

Tailwater Channel Data - Design Alt. 2

Tailwater Channel Option: Irregular Channel

Channel Slope: Irregular Channel

User Defined Channel Cross-Section

Coord No.	Station (ft)	Elevation (ft)	Manning's n
1	0.00	98.76	0.0450
2	12.27	98.37	0.0450
3	18.92	98.46	0.0450
4	21.89	97.92	0.0450
5	22.61	93.58	0.0450
6	24.56	92.58	0.0450
7	26.34	91.41	0.0450
8	28.30	91.66	0.0450
9	31.46	91.27	0.0450
10	34.18	91.91	0.0450
11	35.45	92.21	0.0450
12	37.73	91.82	0.0450
13	39.58	93.11	0.0450
14	40.85	97.33	0.0450
15	43.52	98.12	0.0450
16	53.34	98.71	0.0450
17	67.60	97.60	0.0450

Roadway Data for Crossing: Design Alt. 2

Roadway Profile Shape: Irregular Roadway Shape (coordinates)

Irregular Roadway Cross-Section

Coord No.	Station (ft)	Elevation (ft)
0	0.00	100.46
1	3.15	100.34
2	6.36	100.00
3	8.55	99.91
4	11.55	99.78
5	14.55	99.61
6	17.52	99.41
7	20.61	99.22
8	23.48	99.16
9	26.52	99.11
10	29.51	99.07
11	32.57	99.00
12	35.65	98.86
13	38.50	98.75
14	41.51	98.67
15	44.52	98.68
16	47.71	98.71
17	50.98	98.73
18	53.40	98.65
19	76.73	98.64
20	77.34	98.57
21	80.40	98.45
22	82.98	98.41
23	85.62	98.31
24	88.90	97.80
25	92.12	97.61
26	95.07	98.42
27	97.37	100.60
28	99.94	102.45
29	102.18	105.33
30	104.78	106.62
31	107.78	107.72
32	110.40	108.96
33	113.64	110.22
34	116.80	111.45
35	119.78	112.29
36	122.59	113.40
37	125.50	114.00

Roadway Surface: Gravel

Roadway Top Width: 22.00 ft

AOP Reach Data

AOP Discharges

Low AOP Flow: 1.00 cfs

High AOP Flow: 104.00 cfs

Peak AOP Flow: 431.00 cfs

Embedment Depth Check

Embedment Depth is NOT Acceptable

Embedment Depth 1.00 ft

Acceptable Embedment Depth 2.51 ft

Shear computed in Reach and Culvert Barrel

Bed is NOT Stable under High Flow

Bed Mobility is NOT Acceptable under High Flow

Shear Applied to Culvert Bed under High Flow 1.54 lb/ft²

Shear Permissible to Culvert Bed's Upper Layer 0.74 lb/ft²

Maximum Shear Applied to Reach Cross-Sections under High Flow 2.09 lb/ft²

Bed is NOT Stable under Peak Flow

Lower Layer Bed is Stable under Peak Flow

Shear Applied to Culvert Bed under Peak Flow 5.39 lb/ft²

Shear Permissible to Culvert Bed's Lower Layer 5.39 lb/ft²

Maximum Shear Applied to Reach Cross-Sections under Peak Flow 4.77 lb/ft²

Velocity computed in Reach and Culvert Barrel

Culvert Velocity is Acceptable

Maximum Velocity within Culvert under High Flow 6.09 ft/s

Maximum Velocity within Reach Cross-Sections under High Flow 7.09 ft/s

Velocity computed in Reach and Culvert Barrel

Culvert Depth is NOT Acceptable

Minimum Depth within Culvert under Low Flow 0.13 ft

Minimum Depth within Reach Cross-Sections under Low Flow 0.26 ft

HY-8 Culvert Analysis Report – Design Alt 3

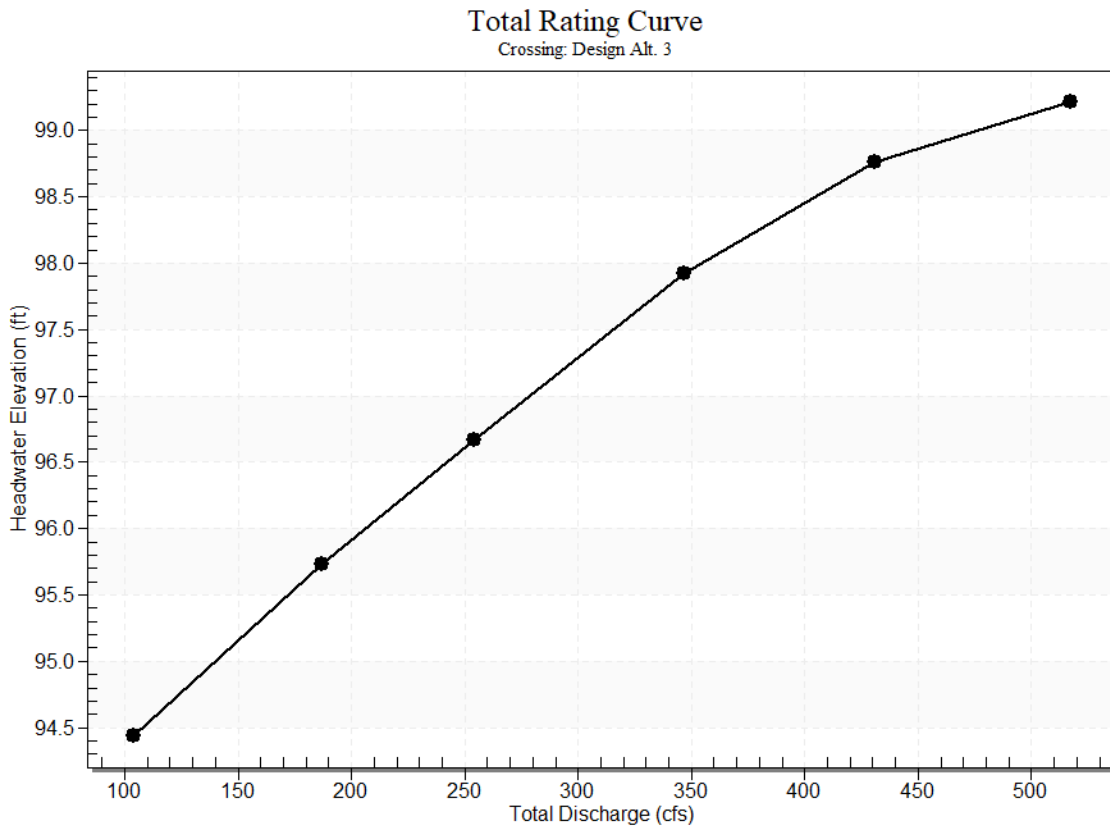
Crossing Discharge Data

Discharge Selection Method: User Defined

Table 1 - Summary of Culvert Flows at Crossing: Design Alt. 3

Headwater Elevation (ft)	Discharge Names	Total Discharge (cfs)	128x83 CMP Discharge (cfs)	Roadway Discharge (cfs)	Iterations
94.44	2yr	104.00	104.00	0.00	1
95.73	5yr	187.00	187.00	0.00	1
96.66	10yr	254.00	254.00	0.00	1
97.92	25yr	347.00	345.93	1.06	6
98.76	50yr	431.00	404.87	26.12	5
97.61	Overtopping	323.07	323.07	0.00	Overtopping

Rating Curve Plot for Crossing: Design Alt. 3



Culvert Data: 128x83 CMP

Table 1 - Culvert Summary Table: 128x83 CMP

Disc harg e Nam es	Total Disc harg e (cfs)	Culv ert Disc harg e (cfs)	Head water Eleva tion (ft)	Inle t Con trol Dep th (ft)	Out let Con trol Dep th (ft)	Fl o w Ty pe	Nor mal Dep th (ft)	Crit ical De pth (ft)	Ou tle t De pth (ft)	Tail water r Dept h (ft)	Outl et Vel ocit y (ft/ s)	Tail water r Velo city (ft/s)
2yr	104.0 0 cfs	104.0 0 cfs	94.44	2.53	2.77 1	3- M 1t	1.73	1.5 3	2.0 5	2.05	5.00	4.49
5yr	187.0 0 cfs	187.0 0 cfs	95.73	3.83	4.06 5	3- M 1t	2.51	2.2 2	2.7 0	2.70	6.78	5.48
10yr	254.0 0 cfs	254.0 0 cfs	96.66	4.89	4.99 3	3- M 1t	3.10	2.6 9	3.1 3	3.13	7.93	6.08
25yr	347.0 0 cfs	345.9 3 cfs	97.92	6.22	6.25 1	3- M 2t	4.02	3.2 0	3.6 8	3.68	9.36	6.74
50yr	431.0 0 cfs	404.8 7 cfs	98.76	7.09	7.05 1	3- M 2t	4.75	3.5 2	4.1 4	4.14	9.94	7.23

Culvert Barrel Data

Culvert Barrel Type Straight Culvert

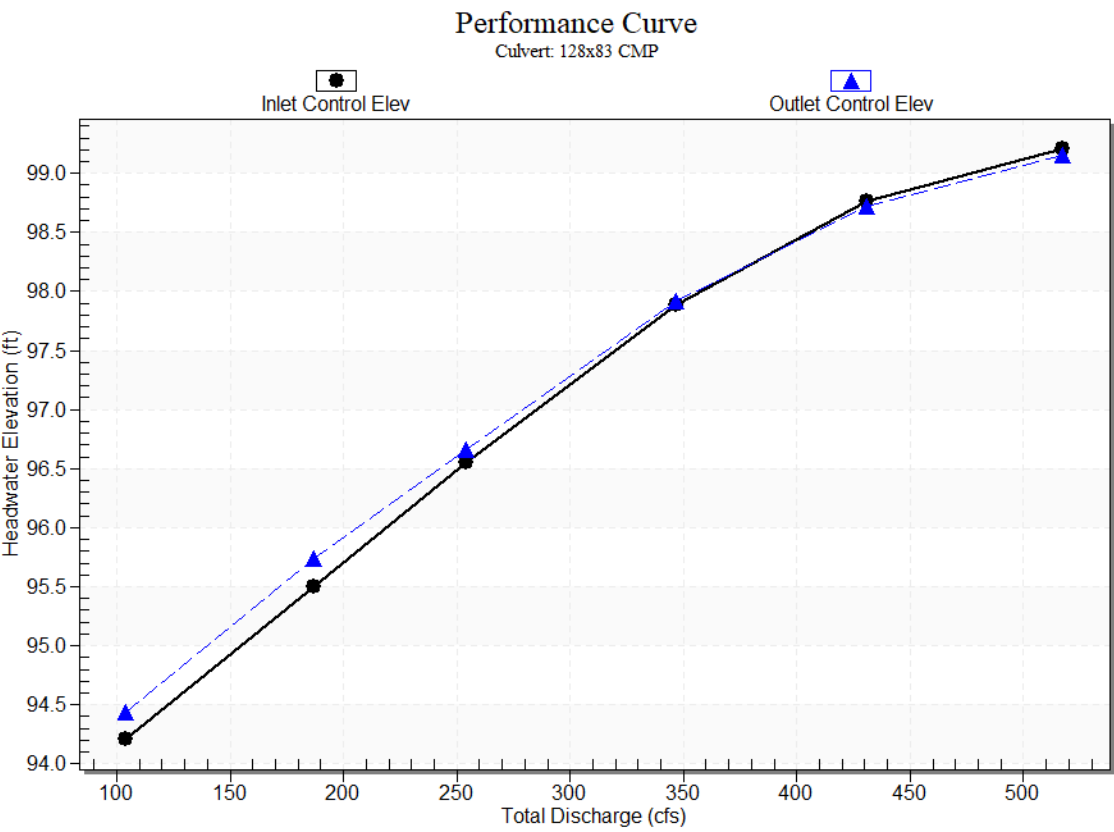
Inlet Elevation (invert): 91.67 ft,

Outlet Elevation (invert): 91.27 ft

Culvert Length: 30.00 ft,

Culvert Slope: 0.0133

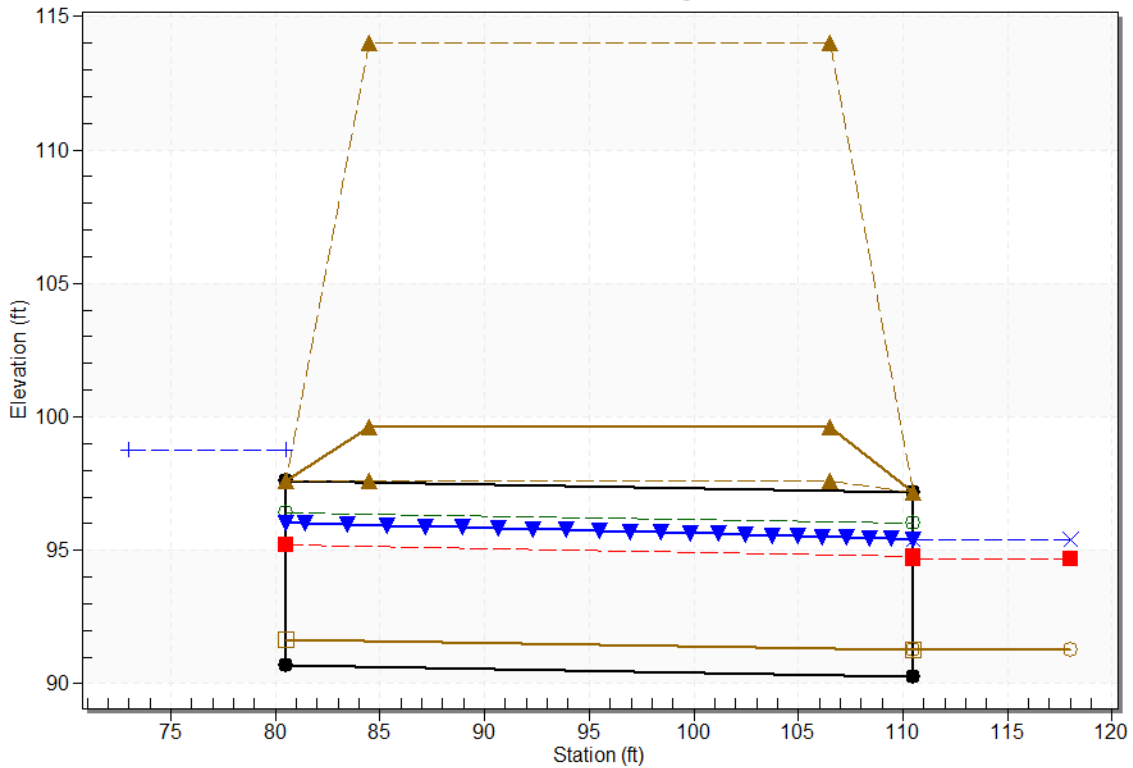
Culvert Performance Curve Plot: 128x83 CMP



Water Surface Profile Plot for Culvert: 128x83 CMP

Crossing - Design Alt. 3, Design Discharge - 431.0 cfs

Culvert - 128x83 CMP, Culvert Discharge - 404.9 cfs



Site Data - 128x83 CMP

Site Data Option: Culvert Invert Data

Inlet Station: 80.50 ft

Inlet Elevation: 90.67 ft

Outlet Station: 110.50 ft

Outlet Elevation: 90.27 ft

Number of Barrels: 1

Culvert Data Summary - 128x83 CMP

Barrel Shape: Pipe Arch

Barrel Span: 128.00 in

Barrel Rise: 83.00 in

Barrel Material: Steel or Aluminum

Embedment: 12.00 in

Barrel Manning's n: 0.0270 (top and sides)

Manning's n: 0.0350 (bottom)

Culvert Type: Straight

Inlet Configuration: Projecting

Inlet Depression: None

Tailwater Data for Crossing: Design Alt. 3

Table 2 - Downstream Channel Rating Curve (Crossing: Design Alt. 3)

Flow (cfs)	Water Surface Elev (ft)	Velocity (ft/s)	Depth (ft)	Shear (psf)	Froude Number
104.00	93.32	2.05	4.49	1.67	0.67
187.00	93.97	2.70	5.48	2.19	0.69
254.00	94.40	3.13	6.08	2.54	0.69
347.00	94.95	3.68	6.74	2.99	0.70
431.00	95.41	4.14	7.23	3.36	0.70

Tailwater Channel Data - Design Alt. 3

Tailwater Channel Option: Irregular Channel

Channel Slope: Irregular Channel

User Defined Channel Cross-Section

Coord No.	Station (ft)	Elevation (ft)	Manning's n
1	0.00	98.76	0.0450
2	12.27	98.37	0.0450
3	18.92	98.46	0.0450
4	21.89	97.92	0.0450
5	22.61	93.58	0.0450
6	24.56	92.58	0.0450
7	26.34	91.41	0.0450
8	28.30	91.66	0.0450
9	31.46	91.27	0.0450
10	34.18	91.91	0.0450
11	35.45	92.21	0.0450
12	37.73	91.82	0.0450
13	39.58	93.11	0.0450
14	40.85	97.33	0.0450
15	43.52	98.12	0.0450
16	53.34	98.71	0.0450
17	67.60	97.60	0.0450

Roadway Data for Crossing: Design Alt. 3

Roadway Profile Shape: Irregular Roadway Shape (coordinates)

Irregular Roadway Cross-Section

Coord No.	Station (ft)	Elevation (ft)
0	0.00	100.46
1	3.15	100.34
2	6.36	100.00
3	8.55	99.91
4	11.55	99.78
5	14.55	99.61
6	17.52	99.41
7	20.61	99.22
8	23.48	99.16
9	26.52	99.11
10	29.51	99.07
11	32.57	99.00
12	35.65	98.86
13	38.50	98.75
14	41.51	98.67
15	44.52	98.68
16	50.67	98.68
17	53.67	99.14
18	56.67	99.60
19	66.67	99.60
20	69.67	99.14
21	72.67	98.68
22	82.98	98.41
23	85.62	98.31
24	88.90	97.80
25	92.12	97.61
26	95.07	98.42
27	97.37	100.60
28	99.94	102.45
29	102.18	105.33
30	104.78	106.62
31	107.78	107.72
32	110.40	108.96
33	113.64	110.22
34	116.80	111.45
35	119.78	112.29
36	122.59	113.40
37	125.50	114.00

Roadway Surface: Gravel

Roadway Top Width: 22.00 ft

AOP Reach Data

AOP Discharges

Low AOP Flow: 1.00 cfs

High AOP Flow: 104.00 cfs

Peak AOP Flow: 431.00 cfs

Embedment Depth Check

Embedment Depth is NOT Acceptable

Embedment Depth 12.00 ft

Acceptable Embedment Depth 2.35 ft

Shear computed in Reach and Culvert Barrel

Bed is NOT Stable under High Flow

Bed Mobility is NOT Acceptable under High Flow

Shear Applied to Culvert Bed under High Flow 1.29 lb/ft²

Shear Permissible to Culvert Bed's Upper Layer 0.74 lb/ft²

Maximum Shear Applied to Reach Cross-Sections under High Flow 2.09 lb/ft²

Bed is NOT Stable under Peak Flow

Lower Layer Bed is Stable under Peak Flow

Shear Applied to Culvert Bed under Peak Flow 4.46 lb/ft²

Shear Permissible to Culvert Bed's Lower Layer 4.46 lb/ft²

Maximum Shear Applied to Reach Cross-Sections under Peak Flow 4.77 lb/ft²

Velocity computed in Reach and Culvert Barrel

Culvert Velocity is Acceptable

Maximum Velocity within Culvert under High Flow 5.64 ft/s

Maximum Velocity within Reach Cross-Sections under High Flow 7.09 ft/s

Velocity computed in Reach and Culvert Barrel

Culvert Depth is NOT Acceptable

Minimum Depth within Culvert under Low Flow 0.10 ft

Minimum Depth within Reach Cross-Sections under Low Flow 0.26 ft

ORDINANCE# 2025-2

Grant Project Ordinance for Helene Disaster Response and Recovery

BE IT ORDAINED by the Catawba County Board of Commissioners, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted:

Section 1: This ordinance is to establish a budget for projects related to the Tropical Storm Helene Disaster Response (FEMA Disaster 4827) that will be reimbursed by the Federal Emergency Management Agency (FEMA) Public Assistance Program. Through its Public Assistance Program (PA), FEMA provides Federal grant assistance for debris removal, emergency protective measures, and restoration of disaster-damaged, publicly owned facilities.

Section 2: The following amounts are appropriated for eligible projects and authorized for expenditure:

Account Code	Project Description	FEMA Category	Project Cost	Appropriation from FEMA Reimbursement Grant
410-460100-988000-18037	Riverbend Park Culvert Replacement	Category C: Roads and Bridges	\$183,000	\$183,000

Section 3: FEMA reimbursement funds totaling \$183,000 are the anticipated revenues available to complete the project.

Section 4: The Finance Officer is hereby directed to maintain sufficient specific detailed accounting records to satisfy the requirements of the grantor agency and the grant terms and conditions.

Section 5: The Finance Officer is hereby directed to report the financial status of the project to the governing board on a quarterly basis.

Section 6: Copies of this grant project ordinance shall be furnished to the Budget Officer, the Finance Officer and to the Clerk.

Section 7: This grant project ordinance expires when the final FEMA reimbursements are received related to FEMA Disaster 4827.

This the 5th day of May, 2025.

C. Randall Isenhower, Chairman

Attest:

Dale R. Stiles, Clerk
Catawba County Board of Commissioners



catawba county
north carolina

April 14, 2025

FEMA
P.O. Box 10055
Hyattsville, MD 20782-7055

RE: Event 4827DR-NC
Project #801041
Category C: Roads and Bridges
Riverbend Park Culvert

I am writing to formally request a change in our current project assignment. Please accept our proposal for Project #801041 as an Alternate Project.

Riverbend Park is in 6700 N NC Hwy 16 Conover, North Carolina. Riverbend Park features 690 acres with 1.25-miles of shoreline along the Catawba River, and 19.7 miles of trails. Riverbend Park Culvert is a double circular CMP & HDPE 30 ft long x 36-inch diameter culvert completely washed out due to the surface water flooding from Tropical Storm Helene. Flooding also washed out the walking trail over the culvert.

The use of a culvert at this location has been problematic:

- 1999 – The metal culvert needed to be re-sleeved with a plastic insert.
- 2004 – Hurricane Frances. The narrowness of the culvert caused flooding spanning the surrounding trails in the area around the culvert. (*Photo attached*)
- 2019 – Flash flood washed out a section of the bank on the north side of pass as the culvert disrupted the flow of the water. (*Photo attached.*)
- 2024 – Hurricane Helene. Both culvert pipes along with the trail above were completely washed out.

To prevent similar issues going forward, we believe that a different project would be more beneficial for this pathway. We propose that the plan move forward utilizing Design Alternative #3, as outlined in the attached Hydrologic and Hydraulic Report (*Pg 2*). This option provides a non-culvert solution for the crossing, utilizing one 8' x 40' steel utility bridge with a 42" truss rail and an 8-ton capacity.

The use of a bridge is recommended by Engineers of RES Environmental Operating Company (*H&H Pg 3 – Recommendations*). The bridge alternative is expected to provide the lowest maintenance costs, the

catawbacountync.gov

Catawba County Government Center
25 Government Drive | PO Box 389 | Newton NC 28658 | 828.465.8201

MAKING. LIVING. BETTER.

highest level of service for the crossing, minimal impact on the stream ecosystem, as well as the most natural stream flow through the system.

On average, Riverbend Park receives 150,000 visitors each year. Most of these visitors come to enjoy hiking and biking our trails, picnicking, fishing, canoeing and other outdoor adventures. This trail connector is the only access to a larger tract of the trail system within the park. It is imperative that the restoration of the trail not only allows for the volume of foot and bike traffic, but it also provides vehicle access should a need arise for emergency services on the back side of the park. Design Alternative #3 is an initiative that will benefit our community by offering a dependable and long-term solution that is both financially sound and aligns with our community's needs and goals at Riverbend Park.

Your consideration is greatly appreciated. Please communicate with our designated point of contact for this project, Dianna-Lee Keever, Grants Manager. She can be reached at dlkeever@catawbacountync.gov or by calling 828.465.9641.

Sincerely,

Mary S. Furtado
County Manager
Catawba County, NC
mfurtado@catawbacountync.gov
828.465.8262 (o)
828.855.7721 (m)