

## AGENDA

Catawba County Board of Commissioners Meeting  
Monday, February 1, 2021, 7:00 p.m.  
Board of Commissioners Meeting Room  
2<sup>nd</sup> 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 Closed Session of January 11, 2021, Regular Meeting of January 19, 2021, and Special Joint Meeting of January 20, 2021.](#)
5. Recognition of Special Guests.
6. Public Comments.
7. Public Hearing:  
[RMC Advanced Technologies Inc. Economic Development Agreement and Resolution. Presented by Economic Development Corporation Existing Industry Coordinator Nathan Huret.](#)
8. Appointments.
9. Consent Agenda:
  - a. [Southeastern Catawba County Water System, Local Water Supply Plan.](#)
  - b. [Combination Deed for Two Tracts of Property Owned by Catawba County.](#)
  - c. [Delinquent 2020 Real Estate Property Tax – Authority to Advertise.](#)
10. Other Items of Business.
11. Manager's Report.  
[Budget Transfer.](#)
12. Attorneys' 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, February 15, 2021, at 7:00 p.m., in the Board of Commissioners Meeting Room of the Catawba County Justice Center.

## MEMORANDUM

To: Catawba County Board of Commissioners  
From: Nathan Huret, Catawba County EDC  
Date: February 1, 2021  
Re: RMC Advanced Technologies Inc. Economic Development Agreement and Resolution

### REQUEST

The Board of Commissioners holds a public hearing to receive citizen comments and considers approval of an Economic Development Agreement between the County and RMC Advanced Technologies Inc., the related resolution, and authorizes the Chair to execute these along with any other needed documents.

### BACKGROUND

Continental Structural Plastics' Newton facility (most recently Magna Automotive, Decoma Composites, and Meridian Automotive Systems) was recently acquired by NanoXplore, a publicly-traded, Canadian company that manufactures graphene and composite products.

RMC Advanced Technologies, a subsidiary of NanoXplore, is the new operating entity in Newton. With nearly 400 employees supporting eight production facilities across Canada, Switzerland, and the United States, RMC sells approximately \$75 million annually to North American truck and bus original equipment manufacturers (OEMs).

The Newton operation currently produces heavy duty truck hoods and body components for Peterbilt, Mack, and Sterling (typical commercial truck contracts last 8-15 years). Through the acquisition, additional customers (e.g., Volvo, Paccar) would be served by the expanded Newton facility.

### PROJECT OVERVIEW

NanoXplore has been exploring possibility of expanding the RMC operation after the acquisition, as well as consolidating a Tennessee facility into Newton.

In the coming months, RMC is considering a small facility expansion to add a paint line to Newton's capabilities. As the painting process is typically contracted to expensive, third-party suppliers, integrating the paint operations would allow RMC to offer their customers a turnkey solution and distinguish their offering from other competitors in the marketplace.

Over two to five years, RMC is considering a more sizable building addition (~12 acres of land on-site) and expanding the facility's current molding operations as well as adding further composite processes (e.g., Sheet Molding Compound (SMC)).

Through the expansions, RMC anticipates creating **49 new jobs** (average wage exceeding the County's current average wage) and investing **\$6.85 million** over the next three years.

### ECONOMIC DEVELOPMENT INCENTIVE GRANT OVERVIEW AND CLAWBACKS

Based on the matrix developed with the Board of Commissioners, EDC staff are suggesting a Level 1 incentive: a **50% grant on new County tax receipts on this project for two years**, with a \$6.85M investment commitment and 49 new jobs (total maximum incentive of \$39,388, prior to depreciation) over the next two years.

This investment will net a positive payback to the County immediately, similar to paybacks used to determine grant involvement in other county projects.

Like all incentives provided by the County, these incentives will be based on an economic development agreement which requires RMC Advanced Technologies Inc. to meet minimum thresholds of investment (\$6,850,000 by the end of 2023) and job creation and maintenance (49 new jobs by end of 2023). Clawbacks are included in the agreement requiring repayment should the investment and job creation amounts not be met or sustained.

<b>GRANT YEAR</b>	<b>MAXIMUM PAYMENT BY COUNTY - \$6.85M, 49 JOBS</b>
1 (2024)	\$19,694
2 (2025)	\$19,694
<b>TOTAL</b>	<b>\$39,388</b>

**RECOMMENDATION**

The Board of Commissioners holds a public hearing to receive citizen comments and considers approval of an Economic Development Agreement between the County and RMC Advanced Technologies Inc., the related resolution, and authorizes the Chair to execute these along with any other needed documents.

Resolution Authorizing Economic Development Incentives for RMC Advanced Technologies Inc.

**WHEREAS**, RMC Advanced Technologies Inc. (herein referred to as “the Company”) requested incentives to cause a minimum investment of \$6,850,000 in the Company’s Newton facility by December 31, 2023, and the creation and maintenance of a minimum of 49 new jobs by December 31, 2023, with a requirement to not hire anyone without a minimum of a high school diploma for anyone 25 years of age or below, and that the total average wage of the jobs will equal or exceed \$43,133 for each year that the County pays the Company an Economic Development Incentive Grant.

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

The Board of Commissioners approves a performance based grant, based on the minimum investment of \$6,850,000 and creation and maintenance of 49 new jobs by December 31, 2023, with a maximum annual payment of \$19,694 (cumulative maximum incentive of \$39,388). This grant will be used to reimburse the Company’s expenditures as eligible under North Carolina General Statute 158-7.1. The Board of Commissioners also directs the County to execute a contract and any necessary resolutions or addenda between the Company and the County under these terms and conditions and authorizes the Chair to execute these documents.

This the 1st day of February, 2021.

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C. Randall Isenhower, Chair  
Catawba County Board of Commissioners

Prepared by:  
Debra Bechtel, Attorney  
Catawba County  
PO Box 389, Newton, NC 28658

**STATE OF NORTH CAROLINA  
COUNTY OF CATAWBA**

**COUNTY OF CATAWBA AND  
RMC ADVANCED TECHNOLOGIES INC.  
ECONOMIC DEVELOPMENT  
AGREEMENT**

This **JOINT ECONOMIC DEVELOPMENT AGREEMENT** (this "Agreement") is made and entered into this 1st day of February, 2021, by and between **Catawba County** (the "County"), a North Carolina body politic, having a mailing address of **Post Office Box 389, Newton, NC, 28658**, and **RMC ADVANCED TECHNOLOGIES INC.** ("RMC" or "The Company"), a Tennessee corporation qualified to do business in the State of North Carolina, having a mailing address of 4500 Thimens Boulevard, Montreal, Quebec H4R 2P2.

**WITNESSETH:**

**WHEREAS**, North Carolina General Statute (NCGS) 158-7.1(a) authorizes County to make appropriations for the purpose of aiding and encouraging the location of business enterprises and industrial and commercial businesses in or near its boundaries, and RMC is engaged in manufacturing composite components for transportation and industrial markets within the meaning of NCGS 158-7.1; and

**WHEREAS**, RMC intends to construct, up-fit and/or equip existing manufacturing facilities ("Improvements") at 1400 Burris Road, Newton, NC, 28658 (Parcel ID # 374120709645) (the "Property"), at a cost of not less than Six Million Eight Hundred Fifty Thousand Dollars (\$6,850,000) and intends to create a minimum of Forty (49) jobs at the facility and retain Twenty Four (24) permanent jobs currently at the facility, with the improvements to be made and new jobs to be created between October 1, 2020 and December 31, 2023 (the "Improvement Period"); and

**WHEREAS**, RMC expects to be a community-oriented company and intends to participate in philanthropy, community events and programs intended to increase the health and happiness of their employees and the greater community as a whole; and to consider participation in the Catawba EDC's corporate Committee of 100 501(c)(3) non-profit sponsorship; and

**WHEREAS**, RMC is encouraged, to the reasonable extent possible, to purchase local services and supplies, such as, but not limited to, locally produced products, local hotel, motel and hospitality services, local building and construction services, and other products and services;

**NOW, THEREFORE**, in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**SECTION I – RMC**

1. On or before March 12, 2021, the Company shall deliver to County a certificate confirming that RMC owns or has the right to acquire the Property and that the installation of the Improvements by the Company will result in the creation, maintenance and availability of

a minimum of Forty Nine (49) jobs to the Facility in the County on or before December 31, 2023 and that the overall average annual wage for these 49 jobs at the Facility will equal or exceed \$43,133 for each year that the County pays the Company an Economic Development Incentive Grant provided for herein. The Company affirms its understanding of, and agrees to comply with, the Calendar of Responsibilities as outlined in Exhibit A, attached hereto and incorporated herein by reference. Such certificate shall be substantially in the form of the certificate attached to this Agreement as Exhibit A. It is understood and agreed the 49 new jobs referred to above means additional new jobs over and above the 24 existing jobs at RMC's Property in Newton on September 30, 2020.

2. In order to induce County to enter into this Agreement and to appropriate and expend monies for payment of Economic Development Incentive Grants, the Company represents and warrants that, as of the execution date hereof:
  - a. The Company is qualified to do business in the State of North Carolina, has a place of business within the State of North Carolina, and is in good standing and authorized to do business in the State of North Carolina;
  - b. The Company has the corporate power and authority to own or lease its properties and assets and to carry on its business as now being conducted and has the corporate power and authority to execute and perform this Agreement;
  - c. The undersigned representative of the Company has the right, authority and duty to execute this Agreement in the name and on behalf of the Company;
  - d. This Agreement (i) is the valid and binding instrument and agreement of the Company, enforceable against the Company in accordance with its terms; (ii) does not violate any order of any court or other agency of government binding on the Company, the charter documents or operating agreement of the Company or any provision of any indenture, agreement or other instrument to which the Company is a party; and (iii) does not conflict with, result in a breach of, or constitute an event of default, or an event which, with notice or lapse of time, or both, would constitute an event of default, under any indenture, agreement or other instrument to which the Company is a party;
  - e. There is no suit, claim, action or litigation pending, or to the knowledge of the Company threatened, relating to the Improvements, the use of the Improvements for their intended purpose, or any other matter contained herein; and
  - f. The Company is not engaged in a business that would be exempt from property taxes.
3. RMC shall make investments to the Property and Improvements during the Improvement Period. Cumulative expenditures will meet or exceed Six Million Eight Hundred Fifty Thousand Dollars (\$6,850,000) by December 31, 2023, all of which will qualify and result in additional value for ad valorem tax purposes as determined by the Catawba County Tax Office, and RMC further agrees to maintain in place, in good condition (ordinary wear and tear excepted), said Improvements for three years after the final incentive payment ("Investment Maintenance Period").

4. In addition to the 24 existing jobs on September 30, 2020, RMC shall create a minimum of 49 jobs at the Property in Newton by December 31, 2023 and maintain or make available these jobs in place from December 31, 2023 until three years after the final incentive payment (the "Jobs Maintenance Period"). A job is defined as employment that provides 1600 hours or more of work in any 12-month period.

## **SECTION II – COUNTY**

5. In order to induce the Company to enter into this Agreement and to appropriate and expend monies for payment of Economic Development Incentive Grants, County represents and warrants that, to the best of County's knowledge, as of the execution date hereof:
  - a. County is a North Carolina body politic corporate in nature and existing under North Carolina law;
  - b. County has the power and authority to carry on its business as now being conducted and has the power and authority to execute and perform this Agreement;
  - c. The undersigned authorized representative of County has the right, authority and duty to execute this Agreement in the name and on behalf of County;
  - d. This Agreement (i) is the valid and binding instrument and agreement of County, enforceable against County in accordance with its terms; (ii) does not violate any order of any court or other agency of government binding on County, the charter documents of County or any provision of any indenture, agreement or other instrument to which County is a party; and (iii) does not conflict with, result in a breach of, or constitute an event of default, or an event which, with notice or lapse of time, or both, would constitute an event of default, under any indenture, agreement or other instrument to which County is a party;
  - e. There is no suit, claim, action or litigation pending, or to the knowledge of County threatened, relating to the Improvements, the use of the Improvements for their intended purpose, or any other matter contained herein; and
6. Payment of economic development incentives to Company for Real and Personal Investments and for Job Creation in accordance with this Agreement shall be made as follows:
  - a. In consideration of the Company's commitment to Investment and Job Creation, County agrees to provide annual payments (each an "Annual Incentive Payment") in an amount equal to Fifty percent (50%) of the ad valorem taxes associated with the additional assessed value of real and personal property made or caused to be made by the Company (exclusive of rolling stock) in excess of the assessed value of the Property as of January 1, 2020 (which is \$3,441,705) as paid to the County for a two year (2) period (Grant Year (GY) 1 through GY2). Payments will commence with the taxes assessed on January 1, 2023, and January 1 of the succeeding one (1) year for property Improvements made or caused to be made

by the Company, as applicable, pursuant to Paragraph 3 with maximum payments as stated and illustrated in Paragraph 6.b. below.

- b. In no event will the cumulative Annual Incentive Payments by County exceed Thirty Nine Thousand Three Hundred Eighty Eight Dollars (\$39,388) for the term of the agreement as further described in the chart below.

<b>Estimated Payment Period</b>	<b>Grant Percentage</b>	<b>Maximum Payment By County by Year</b>
GY1(2024)	50%	\$19,694
GY2(2025)	50%	\$19,694
<b>Total</b>		<b>\$39,388</b>

- c. Said amounts shall be payable annually, subject to the Company being in compliance with all requirements of the Agreement, beginning in 2024 (GY1) and payable through 2025 (GY2).
- d. Upon payment of ad valorem taxes by the Company to the County for each grant year 2024 through 2025 and certification of Improvements and Job Creation submitted by the Company to the County by March 5<sup>th</sup> beginning in calendar year 2024 in the form or substantially in the form of Exhibit B, attached and incorporated herein by reference, the County will, within Ninety (90) days, pay to the Company an amount calculated by multiplying the corresponding grant percentages outlined in section 6.b. times the total ad valorem tax revenue received by the County attributable to the value of the Improvements made by the Company pursuant to this Agreement in excess of base value of the Property, which the parties agree is \$3,441,705. This amount will be deducted from the total assessed value of building and land in the determination of the value of net new Improvements made by the Company in the calculation of economic development incentives.
- e. This same process will be followed by County and Company in the following year, 2025.
- f. Company shall furnish to County on or before March 5<sup>th</sup> of each calendar year, following and corresponding to the previous July 1<sup>st</sup> when taxes are billed, the certification required by Paragraph 6 d. and proof of payment of all applicable taxes. If requested, Company shall provide County, at County’s expense, independent certification as to such expenditures and number of existing jobs.

**SECTION III – OTHER**

- 7. Force Majeure. Notwithstanding the provisions of Paragraph 8, in the event Company is unable to meet the requirements of this agreement as a result of (i) an event of force majeure, including but not limited to fires, explosions, acts of God, acts of public enemy, insurrections, riots, terrorism, embargoes, labor disputes, including strikes, lockouts and job actions, or boycotts; (ii) the inability to obtain the governmental permits or approvals (including zoning) necessary for the acquisition of the Property, construction of the Improvements, or undertaking and operating the Improvements after a good faith effort to obtain same has been made; (iii) shortages of materials or energy; (iv) changes in laws;

or (v) other causes beyond the control of and arising without the fault or negligence of Company; then, in such event, the Improvement Period shall be extended for a period equal to the delay caused by any of the foregoing events so long as Company shall (a) have furnished County on a timely basis, upon the occurrence of such event, a notice thereof, and (b) take all commercially reasonable steps necessary to relieve the effect of such event and to resume completion of the Improvements. In accord with the foregoing, should the Company be unable to meet the requirements as described above as a result of a force majeure, the obligation of the County to pay as provided in Section II above, shall be suspended until such time as the Company is relieved from the effect of an event of force majeure and resumes completion of the Improvements.

8. It shall be an "Event of Default" by Company if any one or more of the following events shall occur for any reason whatsoever (and whether such occurrence shall be voluntary or involuntary or come about or be effected by operation of law or pursuant to or in compliance with any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):
- a. If Company, except in the event of force majeure, commits a breach of an obligation (including without limitation, the obligation to (i) make the Investment during the Improvement Period and maintain the Improvements during the Investment Maintenance Period and/or, (ii) maintain a minimum of Forty Four (44) jobs at the Property, which is Ninety percent (90%) of the proposed Forty Nine (49) jobs at the Property during the Jobs Maintenance Period) and such breach continues for a period of Sixty (60) or more days following receipt by the Company of written notice from the County;
  - b. If during the Jobs Maintenance Period, the Company fails to timely file Exhibit B on or before March 5<sup>th</sup> of each year, following and corresponding to the previous July 1<sup>st</sup> when taxes are billed and any qualifying incentive that would be due to the Company, such failure shall be deemed a breach of the Agreement and notwithstanding Paragraph 9 below, the sole remedy of the County will be that the County will not owe the Company Economic Development Incentive Grants that may have otherwise been due had those filings properly been made when due;
  - c. If any material representation, warranty or other statement of fact contained in this Agreement or in any final writing, certificate, report or statement furnished by Company to County in connection with the transaction described in this Agreement, shall, to Company's knowledge, to be false or misleading in any material respect at the time given;
  - d. If Company shall be unable to pay its debts generally as they become due; files a petition to take advantage of any insolvency statute; makes an assignment for the benefit of creditors; commences a proceeding for the appointment of a receiver, trustee, liquidator or conservator of themselves or of the whole or any substantial part of their property; files a petition or answer seeking reorganization or arrangement of similar relief under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state;
  - e. If a Court of competent jurisdiction shall enter an order, judgment, or decree appointing a custodian, receiver, trustee, liquidator, or conservator of Company or

of the whole or any substantial part of their properties, or approves a petition filed against Company seeking reorganization or arrangement of similar relief under the federal bankruptcy laws or any other applicable law or statute; or if, under the provisions of any other law for the relief or aid of debtors, a court of competent jurisdiction shall assume custody or control of Company or of the whole or any substantial part of their properties; or

- f. If RMC shall allow the taxable assets, employment and average wage amounts fall below the minimum values agreed upon in this Agreement for the Property.
9. County Remedy: If Company fails to cure an Event of Default for which it receives written notice, which written notice will not be given to the Company by the County for a failure to timely file Exhibit B, from County due to its failure to satisfy the Improvement requirement or Jobs Creation requirement, the obligation of County as set out herein shall terminate, and Company shall immediately refund to County all Annual Incentive Payments paid to Company prior to the date of the Event of Default, plus interest at the rate of prime plus one percent (1%). The date the prime interest rate shall be determined shall be the date that Company receives the notice of the Event of Default and prime will be the prime rate as published in the *Wall Street Journal (WSJ)*. Company shall, as it relates to an Event of Default, have sixty (60) days after receipt of the notice required above, to cure the Event of Default. The remedies described in this Paragraph 9 shall be the County's sole remedies in connection with any Event of Default by Company.
10. Company Remedy: If County fails to cure an Event of Default for which it receives written notice from Company, the obligations of Company as set out herein shall terminate; however, the obligations of the County shall remain in full force and effect, including, the obligation to pay the Annual Incentive Payment. County shall, as it relates to an Event of Default, have sixty (60) days after receipt of the notice required above, to cure the Event of Default.
11. Company and County acknowledge that any monies appropriated and expended by County for economic development incentives, as provided in this Agreement, are for a bona fide public purpose and are expended in good faith reliance on NCGS 158-7.1. In the event a Court of competent jurisdiction rules to which either Company or County is a party, that all monies expended by County pursuant to this Agreement were not offered and accepted in good faith and in compliance with NCGS 158-7.1 and, further, that such monies must be repaid, Company will make such repayment to County. In the event one or more lawsuits are brought against County or any County elected official, officer, agent or employee, or Company, challenging the legality of this Agreement, then County and Company shall exercise their best efforts to defend against any and all such lawsuits, at their own cost and expense. In any event, if Company is required to repay funds to County pursuant to this Paragraph 11, the benefit of this Agreement to Company will have been lost and all further obligations of Company hereunder shall terminate.
12. All notices, certificates or other communications required or permitted to be given or served hereunder shall be deemed given or served in accordance with the provisions of this Agreement if the notice is (i) mailed in a sealed wrapper and is deposited in the United States mail, certified mail, return receipt requested, postage prepaid, or (ii) deposited with a national overnight courier service that retains receipts for its deliveries, properly addressed as follows:

County of Catawba: Catawba County  
Attn: Mick Berry, County Manager  
PO Box 389  
Newton, NC, 28658

Copy to: County Attorney  
Attn: Debra Bechtel, County Attorney  
PO Box 389  
Newton, NC, 28658

RMC: RMC Advanced Technologies Inc.  
Inc. Attn: Soroush Nazarpour  
4500, Thimens Boulevard  
Montreal, Quebec H4R 2P2

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

13. This Agreement shall inure to the benefit of, and is binding upon, County and Company and their respective successors and assigns. However, neither this Agreement, nor any rights, privileges, nor claims created by this Agreement may be transferred by Company without the prior, written approval of County, which approval will not be unreasonably withheld.
14. Except as otherwise provided in this Agreement, this Agreement may not be amended, changed, modified or altered except by written agreement of the parties.
15. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions of this Agreement.
16. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such fully-executed counterpart.
17. Controlling Law and Venue. This Agreement is governed by and shall be construed in accordance with the laws of the State of North Carolina; venue of any action shall be in the general courts of justice in Catawba County, or if in Federal court in the Western District of North Carolina.
18. The term of this Agreement shall commence on the date of execution and expire upon payment by County of all payments due to Company and Company fulfilling all of its requirements including real and personal property investments and the creation and maintenance of jobs, unless earlier terminated as provided herein.
19. Both Company and County acknowledge and stipulate that this Agreement is the product of mutual negotiation and bargaining and that it has been drafted by Counsel for both

Company and County. As such, the doctrine of construction against the drafter shall have no application to this Agreement.

**[SIGNATURE PAGES FOLLOW]**

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

**County of Catawba,**  
A North Carolina Body Politic

**Attest:**  
**(SEAL)**

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

\_\_\_\_\_  
Clerk

**STATE OF NORTH CAROLINA**  
**COUNTY OF CATAWBA**

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

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

[Seal]

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**RMC Advanced Technologies Inc.**

By: \_\_\_\_\_  
Dr. Saroush Nazarpour  
President and CEO

**PROVINCE OF QUEBEC, CANADA**

I, Louis Thibault-Germain, a lawyer in the province of Quebec, Canada, do certify that Soroush Nazarpour, personally appeared before me this day and acknowledged on behalf of RMC Advanced Technologies Inc. the voluntary due execution of the foregoing document, all for the purposes therein expressed.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

[Seal]

\_\_\_\_\_  
Louis Thibault-Germain

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

\_\_\_\_\_ Finance Director

Approved as to form on behalf of County of Catawba only:

\_\_\_\_\_ County Attorney

**EXHIBIT A**

Joint Economic Development Agreement  
Between County of Catawba and RMC Advanced Technologies Inc.

**CERTIFICATE**

**TO: Catawba County**

This Certificate is delivered pursuant to Paragraph 1 of the Joint Economic Development Agreement (the "Agreement"), dated February 1st, 2021, between Catawba County ("County") and RMC Advanced Technologies Inc. ("RMC"). Any capitalized term not otherwise defined herein shall have the meaning assigned to such term in the Agreement.

I, \_\_\_\_\_, do hereby certify, for and on behalf of RMC, that:

- (a) RMC owns the real property necessary for the Improvements; and
- (b) RMC will create, maintain and make available a minimum of 49 net new jobs (in addition to the existing 24 jobs as of September 30, 2020) at the Property prior to December 31, 2023 and the overall average wage of \$43,133 annually for each year that County pays RMC the economic development incentive provided for herein; and
- (c) RMC agrees to comply with the Calendar of Responsibilities listed below.

**Calendar of Responsibilities:**

By January 5: RMC makes payment to County according to Tax Listing filed by January 31<sup>st</sup> of the previous year unless extension is requested and approved for April 15<sup>th</sup>. Any extension request must be filed by January 31<sup>st</sup>.

By March 5: RMC must provide Exhibit B, supporting documents and proof of payment and/or compliance as required within Agreement.

By April 15: RMC must provide Real/Personal Property Tax listings to County Tax Office.

By April 22: County Tax Office to provide Tax Listing on Specified Accounts.\*

\*Note: This is not a company responsibility.

Dated at Catawba County, North Carolina, this \_\_\_\_ day of \_\_\_\_\_, 2021.

**RMC Advanced Technologies Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT B**  
Joint Economic Development Agreement  
Between County of Catawba and RMC Advanced Technologies Inc.

**CERTIFICATE**

**TO: Catawba County**

This Certificate is delivered pursuant to Paragraph 6 and Paragraph 8 of the Joint Economic Development Agreement (“the “Agreement”) dated February 1st, 2021, between Catawba County (“County”) and RMC Advanced Technologies Inc. (“RMC”). Any capitalized term not otherwise defined herein shall have the meaning assigned to such term in the Agreement.

RMC does hereby certify that:

- (a) The following improvements were made during the 20\_\_ Calendar Year: \_\_\_\_\_;
- (b) The following jobs were created during the 20\_\_ Calendar Year: \_\_\_\_\_ (please attach the most recent quarterly Form NCUI 101);
- (c) The average wage of all of those employed at the \_\_\_\_\_ Newton facility during the 20\_\_ Calendar Year is as follows: (Wage Forms Total Payroll divided by number of employees) \_\_\_\_\_;
- (d) Total cumulative personal property valuation installed at the \_\_\_\_\_ facility during the 20\_\_ Calendar Year \_\_\_\_\_; and
- (e) Proof of taxes paid is attached to this certificate.

Dated at Catawba County, North Carolina, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**RMC Advanced Technologies Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Attachments (required):**

Current Year Catawba County personal and real property Tax Listing information as reported to Catawba County Tax Office, Most recent quarterly Form NCUI 101, Proof of taxes paid in full.

**Calendar of Responsibilities:**

- By January 5: RMC makes payment to County of ad valorem taxes according to Tax Listing filed by January 31<sup>st</sup> of the previous year unless extension is requested and approved for April 15<sup>th</sup>. Any extension request must be filed by January 31<sup>st</sup>.
- By March 5: RMC must provide this Exhibit B, supporting documents and proof of payment and/or compliance as required within Agreement.
- By April 15: RMC must provide Real/Personal Property Tax listings to County Tax Office.
- By April 22: County Tax Office to provide Tax Listing on Specified Accounts.\*

\*Note: This is not a company responsibility.

## MEMORANDUM

TO: Catawba County Board of Commissioners

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

DATE: February 1, 2021

IN RE: Southeastern Catawba County Water System, Local Water Supply Plan

### REQUEST

Staff requests the Board of Commissioners approves by Resolution the Local Water Supply Plan for Southeastern Catawba County (SECC) Water System, PWS ID#20-18-004.

### BACKGROUND

North Carolina General Statute 143-355(l) requires that each local government that provides public water services shall, either individually or together with other such units of local government, prepare or submit a Local Water Supply Plan. Catawba County contracts with the City of Hickory for operations, maintenance and management (OM&M) for the Southeastern Catawba County Water System. Therefore, County and City developed the attached Local Water Supply Plan in accordance with the provisions of the North Carolina General Statutes. Local Water Supply Plans help provide appropriate guidance for the future management of water supplies for local governments that provide public water services. These Local Water Supply Plans also provide useful information to the North Carolina Department of Environmental Quality (NCDEQ) for the development of a state water supply plan as required by statute.

The proposed Resolution and the Local Water Supply Plan are attached and once approved, will be submitted to NCDEQ, Division of Water Resources, as required.

### RECOMMENDATION

Staff recommends the Board of Commissioners approves by Resolution the Local Water Supply Plan for Southeastern Catawba County (SECC) Water System, PWS ID#20-18-004.

Catawba County  
Resolution #2021-\_\_\_\_\_

RESOLUTION FOR APPROVING LOCAL WATER SUPPLY PLAN  
Southeastern Catawba County PWS 20-18-004

WHEREAS, North Carolina General Statute 143-355 (1) requires that each unit of local government that provides public water services or plans to provide such services shall, either individually or together with other such units of local government, prepare and submit a Local Water Supply Plan; and

WHEREAS, as required by the statute and in the interests of sound local planning, a Local Water Supply Plan for Southeastern Catawba County, has been developed and submitted to the Board of Commissioners for approval; and

WHEREAS, the Board of Commissioners finds that the Local Water Supply Plan has been deemed to be in accordance with the provisions of North Carolina General Statute 143-355 (1) through review by NC DEQ-DWR Planning Staff and that it will provide guidance for the future management of water supply for Southeastern Catawba County, as well as useful information to the Department of Environmental Quality, Division of Water Resources for the development of a state water supply plan as required by statute;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Catawba County that the Local Water Supply Plan entitled 2019 Local Water Supply Plan is hereby approved and shall be submitted to the Department of Environmental Quality, Division of Water Resources; and

BE IT FURTHER RESOLVED that the Board of Commissioners intends that this plan shall be revised to reflect changes in relevant data and projections at least once every five years, in accordance with the statute and sound planning practice.

This the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Name: \_\_\_\_\_ C. Randall Isenhower \_\_\_\_\_

Title: \_\_\_\_\_ Chair \_\_\_\_\_

Signature: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Seal

# Southeastern Catawba Co WD

2019 ▾

The Division of Water Resources (DWR) provides the data contained within this Local Water Supply Plan (LWSP) as a courtesy and service to our customers. DWR staff does not field verify data. Neither DWR, nor any other party involved in the preparation of this LWSP attests that the data is completely free of errors and omissions. Furthermore, data users are cautioned that LWSPs labeled **PROVISIONAL** have yet to be reviewed by DWR staff. Subsequent review may result in significant revision. Questions regarding the accuracy or limitations of usage of this data should be directed to the water system and/or DWR.

## 1. System Information

### Contact Information

Water System Name:	Southeastern Catawba Co WD	PWSID:	20-18-004
Mailing Address:	P.O. Box 398 Hickory, NC 28603	Ownership:	County
Contact Person:	M. Shawn Pennell	Title:	Assistant Public Services Director-
Phone:	828-323-7427	Cell/Mobile:	--
Secondary Contact:	Kevin B. Greer, P.E.	Phone:	828-323-7427
Mailing Address:	PO Box 398 Hickory, NC 28603	Cell/Mobile:	--

**Complete**

### Distribution System

Line Type	Size Range (Inches)	Estimated % of lines
Ductile Iron	6-30	75.00 %
Polyvinyl Chloride	2-12	25.00 %

What are the estimated total miles of distribution system lines? **63 Miles**

How many feet of distribution lines were replaced during 2019? **0 Feet**

How many feet of new water mains were added during 2019? **10,560 Feet**

How many meters were replaced in 2019? **20**

How old are the oldest meters in this system? **21 Year(s)**

How many meters for outdoor water use, such as irrigation, are not billed for sewer services? **14**

What is this system's finished water storage capacity? **1.5000 Million Gallons**

Has water pressure been inadequate in any part of the system since last update? *Line breaks that were repaired quickly should not be included.* **No**

### Programs

Does this system have a program to work or flush hydrants? **Yes, Annually**

Does this system have a valve exercise program? **Yes, Annually**

Does this system have a cross-connection program? **Yes**

Does this system have a program to replace meters? **Yes**

Does this system have a plumbing retrofit program? **No**

Does this system have an active water conservation public education program? **Yes**

Does this system have a leak detection program? **Yes**

### Water Conservation

What type of rate structure is used? **Flat/Fixed, Uniform**

How much reclaimed water does this system use? **0.0000 MGD** For how many connections? **0**

Does this system have an interconnection with another system capable of providing water in an emergency? **Yes**

## 2. Water Use Information

Service Area			
Sub-Basin(s)	% of Service Population	County(s)	% of Service Population
Catawba River (03-1)	100 %	Catawba	100 %

What was the year-round population served in 2019? **2,383**

Has this system acquired another system since last report? **No**

**NOTE** Year round population was calculated using meter counts.  $938 * 2.54 = 2383$

Water Use by Type				
Type of Use	Metered Connections	Metered Average Use (MGD)	Non-Metered Connections	Non-Metered Estimated Use (MGD)
Residential	938	0.1760	0	0.0000
Commercial	75	0.0710	0	0.0000
Industrial	0	0.0000	0	0.0000
Institutional	0	0.0000	0	0.0000

How much water was used for system processes (backwash, line cleaning, flushing, etc.)? **0.0870 MGD**

**NOTE** Regarding the large increase in system process water use over the past year -- this was because a one million gallon tank was dumped and cleaned this year. That averages to several thousand gallons per day. Additionally, system flushing was increased due to developments not being completed and dead end lines. Process water use should return to more typical usage in coming years.

Water Sales									
Purchaser	PWSID	Average Daily Sold (MGD)	Days Used	Contract			Required to comply with water use restrictions?	Pipe Size(s) (Inches)	Use Type
				MGD	Expiration	Recurring			
Town of Mooresville	01-49-015	0.0000	365	0.5000	2020	No	Yes	16	Emergency

## 3. Water Supply Sources

Monthly Withdrawals & Purchases								
	Average Daily Use (MGD)	Max Day Use (MGD)		Average Daily Use (MGD)	Max Day Use (MGD)		Average Daily Use (MGD)	Max Day Use (MGD)
Jan	0.1920	0.0000	May	0.1690	0.0000	Sep	0.3570	0.0000
Feb	0.1050	0.0000	Jun	0.2470	0.0000	Oct	0.3420	0.0000
Mar	0.1740	0.0000	Jul	0.3210	0.0000	Nov	0.2980	0.0000
Apr	0.1560	0.0000	Aug	0.3390	0.0000	Dec	0.2200	0.0000

**NOTE** SECC is direct read and billed monthly system, therefore there are no max day readings.

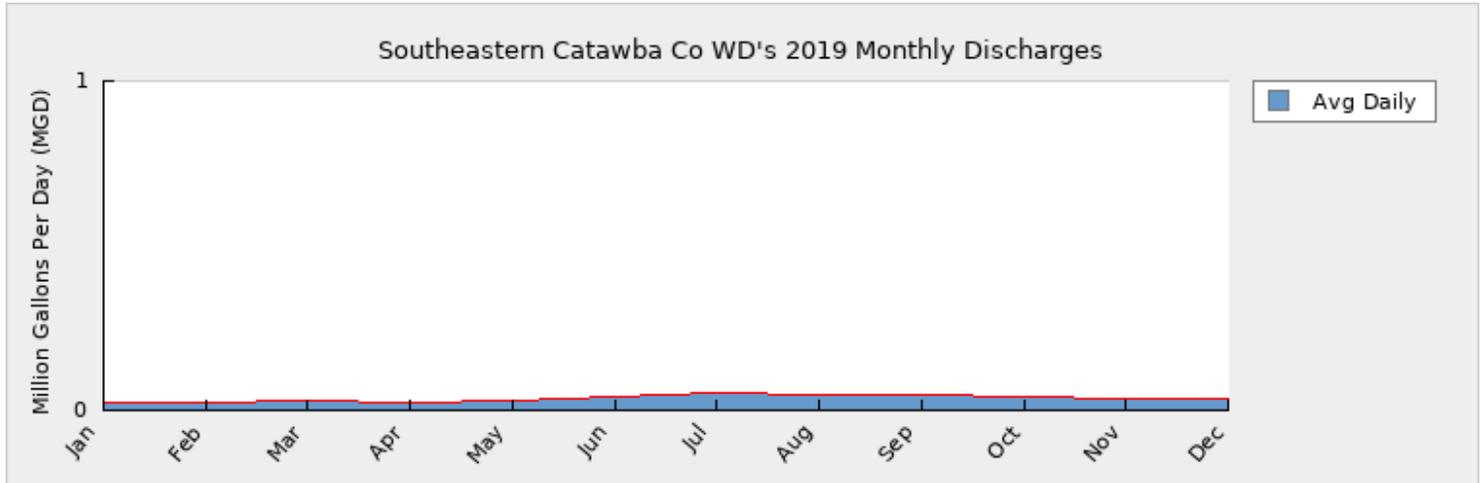
There is not a master meter to measure the total flow for this system, and the monthly values account only for residential and commercial use and not for process water use. Therefore the source numbers reported by Hickory, which is an aggregate of the metered use which includes flushing and process water, will be greater.



Water Purchases From Other Systems									
Seller	PWSID	Average Daily Purchased (MGD)	Days Used	Contract			Required to comply with water use restrictions?	Pipe Size(s) (Inches)	Use Type
				MGD	Expiration	Recurring			
Hickory	01-18-010	0.3520	365	0.5000	2040	Yes	Yes	12&30	Regular

### 4. Wastewater Information

Monthly Discharges					
	Average Daily Discharge (MGD)		Average Daily Discharge (MGD)		Average Daily Discharge (MGD)
Jan	0.0240	May	0.0280	Sep	0.0450
Feb	0.0240	Jun	0.0390	Oct	0.0440
Mar	0.0280	Jul	0.0530	Nov	0.0360
Apr	0.0240	Aug	0.0450	Dec	0.0360



How many sewer connections does this system have? 170

How many water service connections with septic systems does this system have? 843

Are there plans to build or expand wastewater treatment facilities in the next 10 years? No

**NOTE** The 0.1256 MGD shown on the Plan Worksheet as the average annual daily discharge double counts for the Southeastern contribution to the Hickory plant. Southeasterns contribution is correctly indicated in the monthly average of 0.0355 MGD. The 0.1256 MGD double counts for Southeasterns contribution because it is calculated as the sum of 0.0900 MGD (entered under the Wastewater Permits section which already includes Southeasterns contribution of 0.0355 MGD + the 0.0356 MGD entered as Southeasterns contribution under the Wastewater Interconnections section. The difference between this sum of 0.0711 MGD and the 0.0900 MGD can be attributed to I/I as we have had several flooding events last year. So when 0.0900 MGD is subtracted from 0.1256 MGD, it gives 0.0356 MGD -- consistent with the monthly average of 0.0355 MGD.

Wastewater Permits						
Permit Number	Permitted Capacity (MGD)	Design Capacity (MGD)	Average Annual Daily Discharge (MGD)	Maximum Day Discharge (MGD)	Receiving Stream	Receiving Basin
NC0025542	1.5000	1.5000	0.0900		Catawba River	Catawba River (03-1)

Wastewater Interconnections					
Water System	PWSID	Type	Average Daily Amount		Contract Maximum (MGD)
			MGD	Days Used	
City of Hickory Catawba System	01-18-040	Discharging	0.0356	365	0.7500

**NOTE** Wastewater is calculated from individual meter readings of customer use. There is not a master meter for these readings.

### 5. Planning

Projections						
	2019	2020	2030	2040	2050	2060
Year-Round Population	2,383	2,430	2,920	3,500	4,200	5,040
Seasonal Population	0	0	0	0	0	0

Residential	0.1760	0.1702	0.2042	0.2450	0.2941	0.3529
Commercial	0.0710	0.0746	0.0820	0.0902	0.0992	0.1091
Industrial	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Institutional	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
System Process	0.0870	0.0240	0.0260	0.0300	0.0350	0.0400
Unaccounted-for	0.0180	0.0200	0.0200	0.0200	0.0200	0.0200

Demand v/s Percent of Supply						
	2019	2020	2030	2040	2050	2060
Surface Water Supply	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Ground Water Supply	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Purchases	0.5000	0.5000	0.5000	0.5000	0.5000	0.5000
Future Supplies		0.0000	0.0000	0.0000	0.0000	0.0000
Total Available Supply (MGD)	0.5000	0.5000	0.5000	0.5000	0.5000	0.5000
Service Area Demand	0.3520	0.2888	0.3322	0.3852	0.4483	0.5220
Sales	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Future Sales		0.0000	0.0000	0.0000	0.0000	0.0000
Total Demand (MGD)	0.3520	0.2888	0.3322	0.3852	0.4483	0.5220
Demand as Percent of Supply	70%	58%	66%	77%	90%	104%



The purpose of the above chart is to show a general indication of how the long-term per capita water demand changes over time. The per capita water demand may actually be different than indicated due to seasonal populations and the accuracy of data submitted. Water systems that have calculated long-term per capita water demand based on a methodology that produces different results may submit their information in the notes field.

Your long-term water demand is 74 gallons per capita per day. What demand management practices do you plan to implement to reduce the per capita water demand (i.e. conduct regular water audits, implement a plumbing retrofit program, employ practices such as rainwater harvesting or reclaimed water)? If these practices are covered elsewhere in your plan, indicate where the practices are discussed here.

Are there other demand management practices you will implement to reduce your future supply needs?

What supplies other than the ones listed in future supplies are being considered to meet your future supply needs?

How does the water system intend to implement the demand management and supply planning components above?

**Additional Information**

Has this system participated in regional water supply or water use planning? No

What major water supply reports or studies were used for planning?

Please describe any other needs or issues regarding your water supply sources, any water system deficiencies or needed improvements (storage, treatment, etc.) or your ability to meet present and future water needs. Include both quantity and quality considerations, as well as financial, technical, managerial, permitting, and compliance issues:

The Division of Water Resources (DWR) provides the data contained within this Local Water Supply Plan (LWSP) as a courtesy and service to our customers. DWR staff does not field verify data. Neither DWR, nor any other party involved in the preparation of this LWSP attests that the data is completely free of errors and omissions. Furthermore, data users are cautioned that LWSPs labeled **PROVISIONAL** have yet to be reviewed by DWR staff. Subsequent review may result in significant revision. Questions regarding the accuracy or limitations of usage of this data should be directed to the water system and/or DWR.

## **MEMORANDUM**

TO: Catawba County Board of Commissioners

FROM: Jodi Stewart, Deputy County Attorney

DATE: February 1, 2021

SUBJECT: Combination Deed

### REQUEST

Staff requests the Board of Commissioners approve a deed combining two tracts of property owned by Catawba County for construction purposes.

### BACKGROUND

The County owns two contiguous tracts of land on Southwest Boulevard and Brady Avenue as shown on the attached map. The proposed EMS base construction project will cross the existing property line between the two tracts. For construction and zoning purposes, the parcels need to be combined by recording the attached deed.

### RECOMMENDATION

Staff recommends the Board of Commissioners approve a deed combining two tracts of property for the EMS base construction project.



EAST

ARC

SOUTHWEST BLVD

S BRADY AVE

**NORTH CAROLINA SPECIAL WARRANTY DEED  
(DEED OF RECOMBINATION)**

Excise Tax: Zero Dollars

Parcel Identifier No. 363908973720 & 363908971696 Verified by \_\_\_\_\_ County on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
By: \_\_\_\_\_

Mail/Box to: Jodi Stewart, Post Office Box 389, Newton, NC 28658

This instrument was prepared by: Jodi Stewart, Post Office Box 389, Newton, NC 28658

Brief description for the Index: Southwest Blvd and Brady Ave

THIS DEED made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between

GRANTOR

Catawba County  
A body politic of the State of North Carolina  
PO Box 389  
Newton, North Carolina 28658

GRANTEE

Catawba County  
A body politic of the State of North Carolina  
PO Box 389  
Newton, North Carolina 28658

Enter in appropriate block for each Grantor and Grantee: name, mailing address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

**The purpose of this deed is to combine 2 tracts of property of the Grantor (and Grantee) into a single parcel with one parcel identification number for ad valorem tax and tax mapping purposes.**

WITNESSETH, that the Grantor, for a valuable consideration of the sum of (\$0.00) DOLLARS indicating NO REVENUE RECEIVED, and no other good and valuable considerations in hand paid by Grantee has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all those certain lots or parcels of land situated Catawba County, North Carolina and more particularly described as follows:

TRACT 1: Being all of Lot No. 1 of Block D of Chadwick Park as shown on a plat thereof prepared by Sam Rowe, Jr., Registered Surveyor, dated June 27, 1964, which said plat is recorded in Book of Plats 12 on Page 89 in the Office of the Register of Deeds for Catawba County, North Carolina, and to which plat reference is hereby made for a more complete description.

Being the identical property contained in Book 3033, Page 952, Catawba County Registry, from Eastern Catawba Cooperative Christian Ministry, Inc., a North Carolina corporation to Catawba County, a body politic.

TRACT 2: BEGINNING at a point at the intersection of S. Brady Avenue and South College Avenue Extension, at its Southeast intersection and runs with the South edge of Brady Avenue North 78° 50' East 200 feet to an iron stake; thence a new line South 15° East 197 feet to an iron stake; thence South 78° 54' West 175 feet to an iron stake at the East side of said College Avenue Extension of Newton-Maiden Highway; thence running with radii of said highway with its eastern edge 200 feet to the point of beginning.

Being the identical property contained in Book 758, Page 417, Catawba County Registry, denoted as Tract No. Two, from Catawba Hospital Service Corporation to Catawba County, a body politic.

**Preparer of this deed has not performed a title search or title exam with respect to this property.**

All or a portion of the property herein conveyed \_\_\_ includes or X does not include the primary residence of a Grantor.

A map showing the above described property is recorded in Plat Book \_\_\_\_\_ page \_\_\_\_\_.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

All easements, exceptions, and rights-of-way of records.

**IN WITNESS WHEREOF**, the Grantor has duly executed the foregoing as of the day and year first above written.

CATAWBA COUNTY BOARD OF COMMISSIONERS {Seal}

By: \_\_\_\_\_  
C. Randall Isenhower, Chairman  
Catawba County Board of Commissioners

ATTESTED BY:

\_\_\_\_\_  
Barbara E. Morris, Clerk

---

**STATE OF NORTH CAROLINA  
COUNTY OF CATAWBA**

I, \_\_\_\_\_, a Notary Public, do hereby certify that Barbara E. Morris personally appeared before me this day and acknowledged that she is County Clerk and that, by authority duly given and as the act of the Catawba County Board of Commissioners, the foregoing instrument was signed in its name by its Chair, sealed with its corporate seal, and attested by herself as its Clerk.

WITNESS my hand and notarial seal, this the \_\_\_ day of \_\_\_\_\_, 2021.

[Notary Seal]

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**MEMORANDUM**

TO: Catawba County Board of Commissioners  
FROM: Lori Mathes, Catawba County Tax Collector  
DATE: February 1, 2021  
RE: DELINQUENT 2020 REAL ESTATE PROPERTY TAX

**Request:**

In accordance with NCGS 105-369(a), the Catawba County Tax Collector requests the Board of County Commissioners accept this report as compliance with the aforementioned statute, and that the Board further orders the Catawba County Tax Collector to advertise the delinquent tax liens as prescribed by NCGS 105-369.

**Background:**

NCGS 105-369(a) requires that each county's Tax Collector submit to their respective Board of Commissioners the total amount of unpaid taxes for the current year. As of January 28, 2021, delinquent real property taxes in Catawba County totaled \$ \$4,337,027, which represents 5.14% of the 2020 real property levy.

This statute also requires that upon receipt of this report, the governing body must order the tax collector to advertise the tax liens.

**Recommendation:**

Staff recommends the Board of Commissioners accept this report as compliance with NCGS 105-369(a), and that the Board formally issues an order to the Catawba County Tax Collector to advertise all unpaid real property taxes per the following suggested resolution.

**RESOLUTION No.**

**BE IT RESOLVED**, the Board of Commissioners for Catawba County, in compliance with NCGS 105-369(a), orders the Tax Collector to advertise all unpaid tax liens, as prescribed in NCGS 105-369.

This the \_\_\_\_\_ day of February, 2021.

\_\_\_\_\_  
Randy Isenhower, Chair  
Catawba County Board of Commissioners

Budget Transfers: Pursuant to Board authority granted to the County Manager, the following budget transfers have been completed:

**Special Contingency Transfers:**

Hickory Sand Donation

*Transfer*

*From:*

110-190100-691500	Special Contingency	\$7,500
110-190100-994200	Special Contingency	\$7,500

*To:*

110-210050-681900	Donations/Grants	\$7,500
110-210050-831090	Other Miscellaneous Operating	\$7,500

1/27/21 – The Sheriff’s Office received a donation from Hickory Sand to purchase personal protective equipment for officers.