

AGENDA

Catawba County Board of Commissioners Meeting
Tuesday, September 8, 2020, 7:00 p.m.
Board of Commissioners Meeting Room
2nd Floor, Catawba County Justice Center
100 Government Drive, Newton, NC

1. Call to Order.
2. Pledge of Allegiance to the Flag.
3. Invocation.
4. [Approval of the Minutes from the Board's Regular Meeting and Closed Session of August 17, 2020.](#)
5. Recognition of Special Guests.
6. Public Comments.
7. Presentation.
[Service Weapon Presented to Retired Sheriff's Deputy Lt. William Dobson After Weapon Declared Surplus by the Board of Commissioners. Presented by Sheriff Don Brown.](#)
8. Public Hearings:
 - a. [Section 5310 Grant - Enhanced Mobility of Seniors & Individuals with Disabilities Program \(Urban\). Presented by Social Services Director Karen Harrington.](#)
 - b. [Cataler North America Corp. Economic Development Agreement and Resolution. Presented by Economic Development Corporation President Scott Millar.](#)
9. [Appointments.](#)
10. Consent Agenda:
 - a. [Leases of Real Property and Office Space.](#)
 - b. [Subdivision Street Improvement Program.](#)
11. Departmental Reports.
Elections.
[November 3, 2020 General Election. Presented by Board of Elections Director Amanda Duncan.](#)
12. Other Items of Business.
13. Manager's Report.
 - a. [Coronavirus Relief Act Budget Appropriation.](#)
 - b. [Budget Transfer.](#)
14. Attorneys' Report.

15. Adjournment.

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

CALENDAR: The next Board of Commissioners Meeting will take place on Monday, September 21, 2020, at 7:00 p.m., in the Board of Commissioners Meeting Room of the Catawba County Justice Center.



CATAWBA COUNTY SHERIFF'S OFFICE

SHERIFF DONALD G. BROWN II

100 GOVERNMENT DRIVE BUILDING E, PO BOX 385

NEWTON, NC 28658

(828) 464-5241 FAX: (828) 465-8471

August 25, 2020

Chair C. Randall Isenhower
Catawba County Board of Commissioners
Catawba County Government Center
Newton, NC 28658

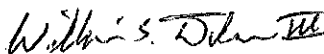
Dear Chair Isenhower:

Upon my retirement effective September 1, 2020, I am requesting my service weapon and badge. This is pursuant to North Carolina Statute 20-187.2(a) of which a copy is enclosed. I have also enclosed my pistol purchase permit for the weapon.

I have been employed as a Deputy Sheriff for 13 years with Catawba County Sheriff's Office. I have enjoyed my tenure and have made many dear friends and acquaintances. I have enjoyed my years of service with the Sheriff's Office and would like to have these items to commemorate my service with the department.

I thank you for your consideration of my request.

Sincerely,


Lt. William S. Dobson III
Catawba County Sheriff's Office

cc: Donald G Brown II, Sheriff
Mick Berry, County Manager

Enclosures:
Copy of Statute §20-187.2(a)
Original Pistol Purchase Permit

§20-187.2. Badges and service side arms of deceased or retiring members of State, city and county law-enforcement agencies; weapons of active members.

(a) Surviving spouses, or in the event such members die unsurvived by a spouse, surviving children of members of North Carolina State, city and county law-enforcement agencies killed in the line of duty or who are members of such agencies at the time of their deaths, and retiring members of such agencies shall receive upon request and at no cost to them, the badge worn or carried by such deceased or retiring member. The governing body of a law-enforcement agency may, in its discretion, also award to a retiring member or surviving relatives as provided herein, upon request, the service side arm of such deceased or retiring members, at a price determined by such governing body, upon securing a permit as required by G.S. 14-402 **et seq.** or 14-409.1 **et seq.**, or without such permit provided the weapon shall have been rendered incapable of being fired. Governing body shall mean for county and local alcohol beverage control officers, the county or local board of alcoholic control; for all other law-enforcement officers with jurisdiction limited to a municipality or town, the city or town council; for all other law-enforcement officers with countywide jurisdiction, the board of county commissioners; for all State law-enforcement officers, the head of the department.

(b) Active members of North Carolina State law-enforcement agencies, upon change of type of weapons, may purchase the weapon worn or carried by such member at a price which shall be the average yield to the State from the sale of similar weapons during the preceding year. (1971, c. 669; 1973, c. 1424; 1975, c. 44; 1977, c. 548; 1979, c. 882; 1987, c. 122.)



catawba county social services

MEMORANDUM

To: Catawba County Board of Commissioners

FROM: Karen Harrington, Director, Catawba County Social Services

DATE: September 8, 2020

RE: Section 5310, Enhanced Mobility of Seniors & Individuals with Disabilities Program (Urban)

REQUEST

It is requested the Board of Commissioners:

- a) Conducts a public hearing in consideration of submitting a Federal 5310 grant to the Greater Hickory Metropolitan Planning Organization. The grant will be used to provide transportation assistance for elderly individuals and individuals with disabilities residing in urban areas.
- b) Authorizes the submission of the grant.
- c) Adopts the Public Transportation Program Resolution regarding the Federal 5310 grant.
- d) Authorizes Karen Harrington, Director of Catawba County Social Services, to submit the grant application as outlined in the Resolution.

BACKGROUND

The goal of the Section 5310 program is to improve mobility for seniors and individuals with disabilities by removing barriers to transportation services. Catawba County has received 5310 grant funds since FY 2013.

The 5310 program requires submission of two separate grants, one for trips originating in urban areas and one for trips originating in rural areas. The last request for urban funds was submitted to the Greater Hickory Metropolitan Planning Organization in August 2018, and was approved for a total of \$300,000 for a two-year period (July 2019-June 2021).

Catawba County will continue to contract with Western Piedmont Regional Transportation Authority (WPRTA aka Greenway) to provide transportation funded by Section 5310. The transportation funds typically allow seniors and individuals with disabilities to attend the congregate nutrition program (Seniors Morning Out), have access to essential shopping, pharmacies, banking, medical appointments, and other essential services. Additionally, as funds allow, transportation is provided for individuals to access educational and employment opportunities, volunteer activities, senior centers, and Adult Day Care/Day Health programs when no other transportation is available.

Due to Covid-19, utilization of transportation by our senior/disabled citizens has decreased. However, we are once again requesting a total of \$300,000 for transportation originating in urban areas in FY July 1, 2021-June 30, 2023, a two-year grant period, so that we will be positioned to provide essential transportation once it is more safe to do so. For example, our Seniors Morning Out program is currently operating under modified conditions due to COVID-19. Seniors are not meeting together in person at their respective nutrition sites, but Greenway is providing meal delivery services weekly to almost 100 seniors and has done so since mid-March. Greenway is able to bill for these

delivery services. Greenway will continue to deliver meals in this manner as long as modified services are in place and will resume transportation services once Seniors Morning Out sites are able to safely meet in person.

Based on “pre-Covid” utilization, we anticipate approximately 22,000 one-way trips will be provided to an estimated 80-160 individuals for the period of the grant (July 1, 2021-June 30, 2023). Many of the seniors will utilize transportation for multiple purposes and a large percentage of the target population will utilize transportation daily. Providing transportation will continue to allow older adults the opportunity and the choice to remain active and involved in the community.

ANALYSIS/ALTERNATIVES

If the Federal 5310 grant funding is not available, the Catawba County Senior Nutrition Program would not, for example, be able to transport seniors to the Seniors Morning Out (SMO) program, which provides a lunch meal Monday through Thursday, along with health and wellness activities, education and fellowship. The SMO program relies on the transportation provided by Western Piedmont Regional Transit Authority, funded by the Federal 5310 Grant. Additionally, transportation for our senior/disabled adults for other essential activity, such as grocery shopping, would not be available. In past years, of the seniors who attended SMO, over 55% relied on the transportation this grant provided to get to the SMO locations. In addition, 35% of seniors who attend Seniors Morning Out are living at or below the Federal poverty level, and live alone. Annually, more than 400 seniors participate in the program, and over 32,000 meals are served.

Catawba County Social Services does not currently have an alternative way to keep the Seniors Morning Out program active without the Federal 5310 Grant funding.

RECOMMENDATION

Staff recommends the Board of Commissioners:

- e) Conducts a public hearing in consideration of submitting a Federal 5310 grant to the Greater Hickory Metropolitan Planning Organization. The grant will be used to provide transportation assistance for elderly individuals and individuals with disabilities residing in urban areas.
- f) Authorizes the submission of the grant.
- g) Adopts the Public Transportation Program Resolution regarding the Federal 5310 grant.
- h) Authorizes Karen Harrington, Director of Catawba County Social Services, to submit the grant application as outlined in the Resolution.

PUBLIC TRANSPORTATION PROGRAM RESOLUTION

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Status and the Governor of North Carolina have designated the North Carolina Department of Transportation (NCDOT) as the agency responsible for administering federal and state public transportation funds; and

WHEREAS, the North Carolina Department of Transportation will apply for a grant from the US Department of Transportation, Federal Transit Administration and receives funds from the North Carolina General Assembly to provide assistance for public transportation projects; and

WHEREAS, the purpose of the Section 5310 program is to improve mobility for seniors and individuals with disabilities throughout the country, by removing barriers to transportation services and expanding the transportation mobility options available. Toward this goal, FTA provides financial assistance for transportation services planned, designed, and carried out to meet the special transportation needs of seniors and individuals with disabilities in all area.

WHEREAS, WPRTA has been designated as the agency with principle authority and responsibility for administering the Section 5310 Program for the Hickory Urbanized area; and

WHEREAS, Catawba County hereby assures and certifies that it will comply with the federal and state statutes, regulations, executive orders, and all small administrative requirements related to the applications made to and grants received from the Federal Transit Administration, as well as the provisions of Section 1001 of Title 18, U.S.C.

NOW, THEREFORE, be it resolved that the Karen Harrington, Director, Catawba County Social Services, on behalf of Catawba County Board of Commissioners is hereby authorized to submit a grant for federal and state funding, provide the required local match, make the necessary assurances and certifications and be empowered to enter into an agreement with the NCDOT to provide public transportation services.

I (Certifying Official's Name)* _____ (Certifying Official's Title) _____ do hereby certify that the above is true and correct copy of an excerpt from the minutes of a meeting of the (Name of Applicant's Governing Board) _____ duly held on the _____ day of _____, _____.

Signature of Certifying Official

Date

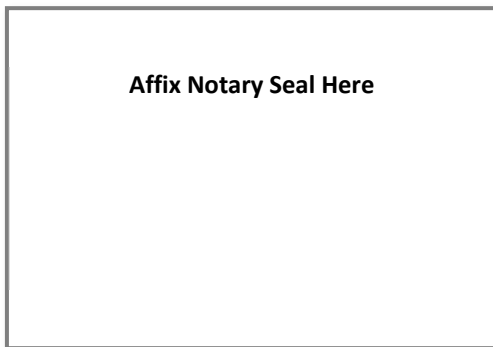
***Note that the authorized official, certifying official, and notary public should be three separate individuals.**

Seal Subscribed and sworn to me (date) _____

Notary Public Signature _____

Printed Name and Address

My commission expires (date) _____



LEGAL APPLICANT NAME:
TRADITIONAL SECTION 5310 PROJECT
OR
OTHER SECTION 5310 PROJECT

(See step 4 of this document)



Greater Hickory MPO

Greater Hickory Metropolitan Planning Organization



APPLICANT INFORMATION PROJECT INFORMATION PROJECT DESCRIPTION

**FEDERAL SECTION 5310 PROGRAM APPLICATION – ENHANCED MOBILITY
OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAM**

JUNE 2018

GENERAL GUIDANCE

This call for projects will result in grants with a maximum period of performance of 24 months. Funded projects are selected through a process that will be coordinated by the Greater Hickory Metropolitan Planning Organization (GHMPO). Applicants are encouraged to review the Application Announcement and Overview before beginning this application. These documents contain information about the federal and state regulations associated with the funding programs and guidance on how to prepare a grant application.

REMINDER: If you need technical assistance with the programmatic information or requirements, please contact the Western Piedmont Council of Governments: Brian Horton brian.horton@wpcog.org, 828-485-4225, Averi Ritchie averi.ritchie@wpcog.org, 828-485-4248, or Duncan Cavanaugh duncan.cavanaugh@wpcog.org, 828-485-2261.

All eligible applicants intending to request funds need to ensure their proposed projects are included in the Western Piedmont Regional Transit Authority/ Western Piedmont Council of Governments Local Coordinated Plan (LCP) dated July 2014. Copies of the Local Coordinated Plan can be downloaded from [GHM PO - 53 10](#). The LCP covers target populations identified by the Federal Transit Administration in the respective federal circulars. All applicants shall adhere to Federal Transit regulations.

UPON COMPLETION OF THE APPLICATION

The applicant will submit their application and all required documentation by first class mail to:

Greater Hickory Metropolitan Planning Organization
Attn: Brian Horton
PO Box 9026
Hickory, NC 28603

or FEDEX/UPS/ hand deliver to:

Greater Hickory Metropolitan Planning Organization
1880 Second Ave NW
Hickory, NC 28601

Submittals will be received no later than **August 24, 2018, at 5:00pm**. All the required documents are to be completed by the Authorized Official by the deadline. Early submittals are encouraged. Do not submit the application without all of the required documents included. An incomplete application will not be reviewed. No applications will be accepted after the deadline.

STEP 1: APPLY FOR DUN & BRADSTREET (DUNS) NUMBER

Applicants are required to provide a DUNS number for this application. The DUNS number is a unique nine-digit number issued by Duns & Bradstreet and required for all applicants according to a U.S. Office of Management and Budget announcement in the June 27, 2003 issue of the Federal Register.

A DUNS number may be obtained free of charge at <http://fedgov.dnb.com/webform>

For more information on Duns & Bradstreet please visit: <http://www.dnb.com/>

STEP 2: COMPLETE APPLICANT INFORMATION

Legal Name of Applicant: Catawba County

Applicant's County: Catawba

If Applicant has offices in more than one county, list county where main office is located

Address: 3030 11th Ave. Dr. SE

City: Hickory

State: NC

Zip Code: 28602

Federal Taxpayer ID Number: 56-6001814

Doing Business As (DBA) Name: N/A

If applicable (normally the transit system name, if different than applicant)

Applicant's DUNS Number: 083677138

Unique 9-Digit number issued by Dun & Bradstreet. May be obtained free of charge at: <http://fedgov.dnb.com/webform>

Parent Agency DUNS Number:

Required only if different than Applicant

Applicant's Service Area's Congressional District: 10th

If Service Area is included in more than one district, enter primary district only

Project's Service Area: Catawba

List the county or counties that will be served by the proposed project.

Project Manager and Title:	Heather Ball, Senior Nutrition Services Manager
Telephone:	Area Code: 828 Phone Number: (695)-5617
Fax:	Area Code: 828 Phone Number: (695)-6518
E-mail Address:	hball@catawbacountync.gov
Website Address:	www.catawbacountync.gov/dss

Current Vehicle Inventory: _____ Vans _____ Vans/Lifts _____ Sedans or Minivans

Enter Number in Fleet

_____ LTVs _____ LTVs/Lifts _____ Buses _____ N/A _____

Federal Financial Assistance Transparency Act (FFATA) FFATA mandates the disclosure of the names and total compensation of the five most highly compensated officers of an entity if:

- The Applicant received 80% or more of its annual gross revenues in the preceding fiscal year from the federal government (all federal sources, not just FTA); and
- Those revenues were greater than \$25M; and
- The public does not have access to the information through Securities and Exchange Commission or Internal Revenue Service filings as specified in FFATA.

Applicant should select "Yes" if they are subject to the reporting requirements of FFATA and "No" if they are not subject to Executive Compensation Reporting.

YES

No

Executive Compensation reporting: If "Yes" is selected above, enter the Names and Compensation amounts for the top five officers of the Applicant.

	<u>Full Name</u>		<u>Total Compensation</u>
1	_____	\$	_____
2	_____	\$	_____
3	_____	\$	_____
4	_____	\$	_____
5	_____	\$	_____

STEP 3: COMPLETE PROJECT INFORMATION

IMPORTANT: Applicants will be allowed to submit an unlimited number of applications for capital (3rd party contracting) and operating assistance funding for their project in the urbanized area. Duplicate projects within service areas will not be funded. If a project is selected, funding for subsequent years (after the two year period) is not guaranteed. It will be necessary to reapply and go through another competitive process for subsequent funding.

PROGRAM APPLICATION

Funding Source	<input checked="" type="checkbox"/> Federal Section 5310 <input type="checkbox"/> Traditional 5310 Project	Federal Section 5310 <input type="checkbox"/> Other 5310 Project
Riders or Consumers will live in:	<input checked="" type="checkbox"/> Greater Hickory Metro Area <input type="checkbox"/> Rural area <input type="checkbox"/>	Greater Hickory Metro Area <input type="checkbox"/> Rural area <input type="checkbox"/>
Total Project Cost by Budget Type:	Capital \$ 150,000—Yr. 21/22 Capital \$ 150,000—Yr. 22/23	Capital \$ Operating \$
Total Federal Request Match(es) not included	Total Federal Request \$ 120,000—Yr. 21/22 \$ 120,000—Yr. 22/23	Total Federal Request \$
Match: \$30,000—Yr. 21/22 \$30,000—Yr. 22/23	Match Source: County Funds	

SCOPE OF PROPOSED SERVICES

Instructions: Complete this table for the targeted population group/groups you plan on serving in the project. Put N/A if the population is not a target in this project. Definitions of each of these populations is included in Appendix A of the 5310 Overview.

	Elderly	Disabled
*How many of the targeted population live in the area you propose to serve?	29,197	15,955
Of the number listed above, how many have the unmet transit need your project addresses?	408—Yr. 21/22	150—Yr. 21/22
	408—Yr. 22/23	150—Yr. 22/23
How many people with the unmet transit need will you serve through this project?	75-130—Yr. 21/22	25-50—Yr. 21/22
	75-130—Yr. 22/23	25-50—Yr. 22/23

*Source: U.S. Census Bureau Quick Facts Catawba County, NC

STEP 4: DETERMINE IF PROJECT IS 'TRADITIONAL' OR 'OTHER'

For this step, applicants must decide if their project is a Traditional Section 5310 Project or whether it fits the criteria of an Other Section 5310 Project. Descriptions of these two categories of funding within the 5310 Program and examples of eligible expenses are found in the 5310 Program Management Plan. The 5310 Program Management Plan and Program Overview may be found at [GHMPO - 5310](#).

Applicants should ONLY complete the questions from the appropriate category(ies). The GHMPO will use the answers the applicant provides to determine whether the project is worthy of funding. The details are important and applicants should provide detailed answers to these questions.

Traditional Section 5310 applicants should complete step 4A, while Other Section 5310 applicants should complete step 4B.

STEP 4A: TRADITIONAL SECTION 5310 PROJECTS DESCRIPTION

1. Provide a 2-3 sentence description of your proposed project or service.

Answer:

Transportation for this grant will be for individuals residing in the urban areas of Catawba County. This project is planned, designed and carried out for individuals age 65 or older and individuals with disabilities. The project will primarily provide transportation to congregate meal programs within Catawba County. Due to COVID-19, seniors are not currently meeting in person. Funds will support the delivery of meals to seniors during modified operations due to COVID-19, and fund will support transportation to and from congregate meal sites, once it is safe to meet in person. This project will also provide the following, as funds allow and as it is safe to carry our certain services; provide older and disabled adults the opportunity to access essential shopping, medical care, pharmacy, banking and other essential services, including government/non-profit agencies/services and Veteran's services, transportation for senior activities such as Senior Games, and the Senior Nutrition Farmers' Market Program. In addition, as funds allow, transportation will be provided for individuals to access education and employment opportunities, senior centers, volunteer activities and Adult Day Care/Day Health programs when no other transportation is available.

2. Describe the intended service area that will benefit from your proposed project. Include pertinent demographic information about the service area in your answer. It should be clear from your description whether your project's targeted population lives in the Greater Hickory Metro Area.

Answer:

The service area for this project includes all urbanized areas within Catawba County. The target population includes seniors, age 65 and older and disabled individuals living in the urbanized areas.

3. Describe the mobility options the seniors and/or individuals with disabilities in this service area have now and discuss how these are insufficient and/or inappropriate. If public transportation is unavailable to the targeted populations, how are they getting to life-sustaining, social and recreational activities without it?

Answer:

Traditionally, funding for public transportation for seniors and individuals with disabilities has been limited and does not fully meet the needs of the population. The Home and Community Care Block Grant, County and other miscellaneous transportation funding are insufficient to meet

the need. This project is planned and designed to meet the special needs of seniors and individuals with disabilities. Catawba County has received a 5310 grant since fiscal year 2013. The current grant will end June 30, 2021. For the last several years, 5310 funds helped to meet the transportation needs of senior and disabled adults in Catawba County. Without additional 5310 funds for future years, access to services for seniors and disabled individuals will decrease drastically. In planning and designing the project to meet the special needs of seniors and individuals with disabilities, the following factors were considered:

- Current and past transportation availability
- Stated needs of the population regarding destinations that are essential to health and well being

Strong communication with WPRTA regarding utilization, designations and operationalizing the provision of transportation including planning rides/routes that are not long in duration as longer trips can be difficult for the older and disabled individuals.

4. Provide information about the Local Coordinated Plan, Transportation Plan (LCP) used to prepare this project application.

Answer:

1	Name of Plan/Title	Western Piedmont Local Coordinated Public Transportation Plan
2	Applicable Strategy or Activity Included on Page Number(s)	29-31
3	Plan Date	Revised 7/17/2014

5. Explain how the capital project you are proposing, enhances the mobility of seniors and/or individuals with disabilities in your service area.

Answer:

Many seniors need to access transportation for multiple purposes, not only for the congregate nutrition program, but also for groceries and other essential services/shopping, attending the Farmers' Market to utilize vouchers, accessing medical care, banking, pharmacy, cultural opportunities and other resources pertinent to keeping seniors engaged in the community and living in their own homes. A large percentage of the seniors will utilize transportation multiple times per week.

6. According to the Federal Circular FTAC9070.1G, it is not sufficient to assume seniors and/or individuals with disabilities will be included in the traditional 5310 project. Describe the details of the planning and design of your project that establish that seniors and/or individuals with disabilities will be included in the project.

Answer:

A survey of Catawba County's older adults, caregivers and professionals was conducted by the Catawba County Aging Coalition. A workshop was also conducted, by the Western Piedmont Council of Governments, to identify unmet needs for the Local Coordinated Plan. Individuals attending the workshop included citizens, government agencies, and community partners. The provision of home and community based services is a priority for Catawba County Social Services as an agency, and as an advocate for seniors and disabled individuals. Helping individuals to be as

independent as possible is something that citizens have reported as important in multiple surveys completed by Social Services staff. Transportation is a critical component in assisting individuals in remaining in their own homes as opposed to entering facilities, such as nursing or assisted living facilities.

7. Estimate the annual number of unduplicated passengers who will be served and the number of one-way trips that will be provided from the proposed project.

Answer (unduplicated passengers): **80-160**

Answer (additional trips): **11,000-22,000**

8. Describe how the project will be coordinated with human service agencies, nearby jurisdictions and/or public and private transportation providers. Identify any partnerships that will be involved in the implementation of the project. (i.e. vehicle sharing, scheduling & dispatching center, training, shared rides, shared costs)

Answer:

Catawba County Department of Social Services will contract with Greenway Public Transportation to provide transportation to area seniors and disabled individuals. Social Services has an established relationship with Greenway for the provision of services to older adults and the provision of Medicaid Transportation.

Social Services will also communicate with other agencies including, Catawba County Council on Aging and Western Piedmont Council of Government's Area Agency on Aging regarding the availability of funds to assure that service providers are also aware of the availability of transportation funds.

9. Describe the project plan in detail and provide a timeline and milestones for the completion of the project. This description should completely describe what you want to do and how you are going to do it if you receive the requested funding. Although they are not required documents, the applicant may want to attach with the application, maps, pictures, marketing plans, draft brochures, charts or graphs and/or route schedules that support the request for funding, demonstrate the need or illustrate the applicant's preparation. If the applicant is working in partnership with or coordinating with other agencies or organizations, letters of support from these agencies or organizations may be attached with the application. Your detailed answer should be one half to a whole page long.

Answer:

Catawba County has an established relationship with Greenway Public Transportation and would implement transportation under this grant immediately upon receipt of the funds. Catawba County currently contracts with Greenway for transportation using 5310 funds and would continue this relationship. Greenway and County staff meet 3-4 times per year to discuss transportation contracts, review usage, forecast annual expenditures and make any adjustments to the provision of the service to assure funds are fully utilized.

Transportation for this grant will be for individuals residing in the urban areas of Catawba County. This project is planned, designed and carried out for individuals age 65+ and individuals with disabilities. The project would primarily provide transportation to congregate meal programs within Catawba County. Due to COVID-19, seniors are not currently meeting in person at congregate meal programs. Funds will support the delivery of meals to these individuals while services remain modified due to COVID-19, and funds will support transportation to and from congregate meal site once it is safe to meet in person. This project will also provide the following, as funds allow and as it is safe; provide older and disabled adults the opportunity to access essential shopping, medical care, pharmacy, banking and other essential services, including government/non-profit agencies/services and Veteran's services,

transportation for senior activities such as Senior Games, and the Senior Nutrition Farmers' Market Program. In addition, as funds allow, transportation will be provided for individuals to access education and employment opportunities, senior centers, volunteer activities and Adult Day Care/Day Health programs when no other transportation is available.

10. Describe the method that will be used to monitor and evaluate the success of this project. List the measurable indicators of success.

Answer:

Social Services staff will assess the number of trips and persons transported monthly and will provide additional marketing and outreach to eligible target groups as needed to assure grant funds are fully utilized. Customer satisfaction surveys will be conducted annually to evaluate customer satisfaction, need for improvement, efficiencies, etc.

11. Describe how the project relates to any federal or other programs that the applicant operates and, if applicable, how the applicant plans to use these resources to leverage this project.

Answer:

The 5310 funds will primarily provide transportation to individuals attending congregate nutrition, which is funded by the Home and Community Care Block Grant, donations and County funding. Due to COVID, seniors are not currently meeting in person. Funds will support the delivery of meals to these individuals while services are modified due to COVID-19. Transportation to and from congregate meal sites will resume once it is safe to meet in person. The majority of individuals participating in the congregate nutrition program have no access to transportation, making the 5310 funds vitally important for both meal delivery services and in person congregate meal services. In addition to transportation to congregate nutrition, funds will also be utilized to provide transportation to access essential shopping, medical care, pharmacy, banking and other essential services, including government/non-profit agencies/services and Veteran's services. Individuals will receive transportation for senior activities such as Senior Games and the Senior Nutrition Farmers' Market Program as these activities are determined to be safe for seniors to attend. Transportation will also, as funds allow, be provided for individuals to access education and employment opportunities, senior centers, volunteer activities and Adult Day Care/Day Health programs when no other transportation is available.

12. How will the applicant sustain the proposed service and maintain any vehicles after the grant period?

Answer:

Catawba County will continue to look for grant funds (either from NCDOT, private foundations or both) to provide sufficient funding for transportation. As the older adult population continues to grow with more Baby Boomers reaching 65 every day, it is extremely important to provide access to necessary resources and services to enable individuals to remain at home, to avoid costly nursing or assisted living placement and to have an enhanced quality of life by being as independent as possible. Without transportation, in an area, such as Catawba County, seniors cannot meet their own transportation needs. From both a fiscal perspective (delaying institutionalization) and a quality of life perspective (giving individuals a choice to remain at home), it is imperative that funding be sufficient to meet the need.

13. What is the applicant's organizational mission? Explain how this project fits in with the other services the applicant already provides.

Answer:

Catawba County Department of Social Services mission is: To strengthen with dignity and respect the well-being and quality of life for all citizens through supportive services and advocacy.

Our agency recognizes the important role of transportation and applying for the grant funds is one way in which the agency is carrying out the mission statement in terms of advocating for older adults and disabled individuals. It is important to provide these individuals with assistance needed to help them remain at home and as independent as possible, which definitely affects an individual's quality of life.

Catawba County Social Services provides the following non-HCCBG funded services:

Frozen Meals

Community Alternatives for Disabled Adults (CAP/DA)

Special Assistance In-Home

Adult Protective Services

Guardianship

Payeeship

Adult Home Specialist

Medicaid Transportation

The agency's role as a provider of a significant number of services to older and disabled individuals positions the agency to also provide transportation through the 5310 grant. Catawba County Department of Social Services would not provide the actual transportation but would contract with Greenway Public Transportation for purchase of service.

14. Describe the applicant's preparedness to manage the project and/or the applicant's technical capacity to provide the proposed transportation service.

Answer:

Catawba County Social Services operated the County's human service transportation service for 30 years prior to the consolidation of transportation services under Greenway Public Transportation. DSS currently operates the Medicaid Transportation program that utilizes 13 county owned vehicles, and also contracts with Greenway Public Transportation and another private vendor for provision of the service. In addition, as mentioned above, Social Services provides many services to older adults and disabled individuals and is familiar with the needs of this population.

15. Describe the qualifications of the key personnel assigned to the project and the percentage of time each person will be involved in the project. Will the applicant need to hire additional personnel to support the project?

Answer:

No additional personnel will be hired to support the project. Catawba County Department of Social Services staff will absorb any additional duties necessary to implement, monitor and carry out all aspects of the grant. Key individuals assigned to the grant include:

The staff listed below will spend the necessary amount of time to assure the project is implemented and administered effectively and efficiently:

Rodney Franklin, Program Manager for Adult Social Work and Medicaid Transportation: Mr. Franklin holds a Master's degree in Strategic Leadership from Mountain State University and has over 23 years of experience with Catawba County Department of Social Services. He also worked another 4.5 years prior with Avery County Department of Social Services in a wide range of social work programs.

Heather Ball, Senior Nutrition Services Supervisor: Ms. Ball holds a Master’s degree in Social Work from UNC-Chapel Hill and worked in the Child Welfare Division of Catawba County Social Services for 13 years. She has worked in several capacities across Child Welfare and currently works in Adult Services as the Senior Nutrition Services Supervisor. In addition to her experience with Catawba County, she worked for three years coordinating research and working with older adults at Duke University Medical Center.

- Describe how the applicant will manage risk and provide for the safe delivery of services.

Answer:

Social Services will contract with a transportation provider (Greenway Public Transportation) that has a safety-training program and vehicle maintenance program in place. Greenway is an established provider of transportation services and is required to adhere to all FTA and NCDOT provider requirements.

STEP 4B: OTHER SECTION 5310 PROJECTS DESCRIPTION

- Provide a 2-3 sentence description of your proposed project or service.

Answer:

- Describe the intended service area that will benefit from your proposed project. Include pertinent demographic information about the service area in your answer. It should be clear from your description whether your project’s targeted population lives in the Greater Hickory Metro Area or the rural area.

Answer:

- Describe the mobility options the seniors and/or individuals with disabilities in this service area have now and discuss how these are insufficient and/or inappropriate. If public transportation is unavailable to the targeted populations, how are they getting to life-sustaining, social and recreational activities without it?

Answer:

- Provide information about the Local Coordinated Plan used to prepare this project application.

Name of Plan/Title	
Applicable Strategy or Activity Included on Page Number(s)	
Plan Date	

5. To be funded as an Other 5310 Project, the project must meet at least one of three qualifying criteria including:
 - a. Does your project exceed ADA minimum requirements? **Answer:**
 - b. Does your project improve access to fixed route service and decrease reliance by individuals with disabilities on ADA complementary paratransit service? **Answer:**
 - c. Does your project provide alternatives to public transportation that assist seniors and/or individuals with disabilities with transportation? **Answer:**

6. If you answered ‘yes’ to any of the questions in 5(a), 5(b) or 5(c) above, describe how your project meets this qualifying criteria.
Answer:

7. Other 5310 Projects must be planned, designed and carried out to meet the transportation needs of seniors and/or individuals with disabilities, although the service may also be used by the general public. Describe how seniors and/or individuals with disabilities will be targeted and how the general public will be part of the project.
Answer:

8. Estimate the annual number of unduplicated passengers who will be served or the number of one-way trips that will be provided from the proposed project.
Answer (unduplicated passengers):

Answer (additional trips):

9. Describe how the project will be coordinated with human service agencies, nearby jurisdictions and/or public and private transportation providers. Identify any partnerships that will be involved in the implementation of the project. (i.e. vehicle sharing, scheduling & dispatching center, training, shared rides, shared costs)
Answer:

10. Describe the project plan in detail and provide a timeline and milestones for the completion of the project. This description should completely describe what you want to do and how you are going to do it if you receive the requested funding. Although they are not required documents, the applicant may want to attach with the application, maps, pictures, marketing plans, draft brochures, charts or graphs and/or route schedules that support the request for funding, demonstrate the need or illustrate the applicant’s preparation. If the applicant is working in partnership with or coordinating with other agencies or organizations, letters of support from these agencies or organizations may be attached with the application. Your detailed answer should be one half to a whole page long.
Answer:

11. Describe the method that will be used to monitor and evaluate the success of this project. List the measurable indicators of success.

Answer:

12. Describe how the project relates to any federal or other programs that the applicant operates and, if applicable, how the applicant plans to use these resources to leverage this project.

Answer:

13. How will the applicant sustain the proposed service and maintain any vehicles after the grant period?

Answer:

14. What is the applicant's organizational mission? Explain how this project fits in with the other services the applicant already provides.

Answer:

15. Describe the applicant's preparedness to manage the project and/or the applicant's technical capacity to provide the proposed transportation service.

Answer:

16. Describe the qualifications of the key personnel assigned to the project and the percentage of time each person will be involved in the project. Will the applicant need to hire additional personnel to support the project?

Answer:

17. Describe how the applicant will manage risk and provide for the safe delivery of services.

Answer:

MEMO

To: Catawba County Board of Commissioners
From: Economic Development Corporation President Scott Millar
Date: September 8, 2020
Subject: Cataler North America Corp Economic Development Agreement and Resolution

Request

The Board of Commissioners considers an amendment to the Economic Development Agreement dated February 3, 2020 between the County and Cataler North America Corp (“Cataler”).

Background

Under the terms of the February 3, 2020 economic development agreement between the County and Cataler, timelines were established for road completion, site work, and property transfer. Due to schedule changes not affecting Cataler’s commitments for required job creation and tax base investment, an amendment is necessary to extend the schedule for the aforementioned project components.

Cataler North America plans to construct a 100,000 square foot manufacturing facility (with expansion capacity to 300,000 square feet in the future) in Trivium Corporate Center for the production of catalysts for gasoline and diesel engines primarily for the automotive industry. Cataler plans to invest a minimum of \$42 million and up to \$50 million in new facility construction, machinery, equipment and furniture and fixtures by December 31, 2024. Cataler plans to create 151 jobs by December 31, 2026 of which the average annual salary will be \$46,000. This average wage is higher than the Catawba County average of \$43,133.

Recommendation

The Board of Commissioners approves an amendment to the Economic Development Agreement dated February 3, 2020 between the County and Cataler North America Corp.

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

**STATE OF NORTH CAROLINA
COUNTY OF CATAWBA**

**AMENDMENT TO THE FEBRUARY 3rd
2020 COUNTY OF CATAWBA JOINT
ECONOMIC DEVELOPMENT
AGREEMENT**

This **AMENDMENT** (this "Amendment") is made and entered into this ___ day of ____, 2020, 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 **Cataler North America Corporation** ("Company" or "Cataler"), a North Carolina corporation qualified to do business in the State of North Carolina, having a mailing address of **2002 Cataler Drive, Lincolnton, North Carolina 28092**. All material transactions regarding this Amendment shall be deemed to have occurred in Catawba County, North Carolina.

WITNESSETH:

WHEREAS, County entered into a Joint Economic Development Agreement (the "Agreement") on the 3rd day of February, 2020 with Cataler North America Corporation; and

WHEREAS, Cataler and the County agree that there is an incorrect date in the Agreement; and

WHEREAS, County is awaiting grant proceeds as committed by NCDOT for construction of Trivium Court; and

WHEREAS, Cataler and the County desire to modify the Agreement to reflect the accurate date as agreed upon during contract negotiations; and

WHEREAS, Cataler and the County desire to modify the Agreement to provide additional time to secure grant funding for road construction.

NOW, THEREFORE, the parties agree as follows:

1. Pursuant to Paragraph 16 of the Agreement, the Agreement, marked as Exhibit A attached and incorporated herein by reference, allows for the written amendment of the Agreement and this Amendment complies with that requirement.
2. Paragraph 9. c. of the Agreement is deleted in its entirety and replaced with the following language: "If Company shall fail to complete the Real Property Improvements and the Facility as evidenced by a Certificate of Occupancy or sells the Project Site to another user that fails to complete the Real Property Improvements and the Facility as evidenced by a Certificate of Occupancy by April 1, 2022;"
3. Paragraph 7. g. of the Agreement is deleted in its entirety and replaced with the following language: "On or before January 1, 2021, City and County shall, at their expense, cause the Site to have municipal water service to property boundary and access to approximately 800 feet publicly maintained street suitable for vehicular and trucking

access as shown as Section A on Exhibit B, attached and incorporated herein by reference. On or before August 1, 2021, City and County shall, at their expense, cause the Site to have access to an additional 800 feet publicly maintained street suitable for vehicular and trucking access south on Trivium Court to the cul-de-sac as shown as Section B on Exhibit B, attached and incorporated herein by reference.”

4. Paragraph 5 of the Agreement is deleted in its entirety and replaced with the following language: “Closing on the Project Site will occur on or before September 30, 2020. In addition, the Company has elected by written notice to have the City and County grade the Project Site. The building footprint will be graded to building pad condition suitable for final grading and subsequent phase I building construction as shown on Exhibit C attached and incorporated herein by reference, by September 15, 2020. Company agrees to pay 40.42% of the project cost estimate, plus 5% as a construction management fee for a total payment of One Million One Hundred Ninety-nine Thousand Thirty-five dollars (\$1,199,035). Fifty percent of the payment, Five Hundred Ninety-nine Thousand Five Hundred Seventeen dollars (\$599,517), for site grading cost will be provided to the City and County on or before May 15, 2020 with the balance of the cost of the site grading provided to the City and County along with the purchase price of the property at closing, on or before September 30, 2020. Details of the defined terms of “graded pad”, site access, and specific deliverables are outlined in the Purchase Contract attached and incorporate herein by reference as Exhibit E.” The amended purchase contract is attached hereto as Exhibit C.
5. Except as amended herein, the February 3, 2020 Economic Development Agreement between County and Cataler, marked as Exhibit A, attached and incorporated herein, remains in full force and effect.
6. 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: County Manager
PO Box 389
Newton, NC, 28658

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

Company: Cataler North America
Attn: Nakaba Tamura, President
2002 Cataler Drive
Lincolnton, NC 28092

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.

Executed the date first set forth above.

County of Catawba,
A North Carolina Body Politic

Attest:
(SEAL)

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

Barbara E. Morris, Clerk

Cataler North America Corporation,
a North Carolina corporation

By: _____ **(Seal)**
Nakaba Tamura, President

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 _____, 2020.

[Seal]

Notary Public

My commission expires: _____

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____ a Notary Public of said County and State, do certify that Nakaba Tamura, President, personally appeared before me this day and acknowledged on behalf of Cataler North America Corporation, a North Carolina corporation, the voluntary due execution of the foregoing document, all for the purposes therein expressed.

Witness my hand and seal this _____ day of _____, 2020.

[Seal]

Notary Public

My commission expires: _____

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

Director

Jeanne Jarrett, Interim Catawba County Finance

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

Debra Bechtel, County Attorney

APPOINTMENTS

RANDY (Due) Juvenile Crime Prevention Council

Vacancy

2-year term

Chair Isenhowe recommends the appointment of Ron Carson for a first term on the Juvenile Crime Prevention Council. This term will expire June 30, 2022.

MEMORANDUM

TO: Catawba County Board of Commissioners

FROM: Finance and Personnel Subcommittee

DATE: September 8, 2020

SUBJECT: Leases of Real Property and Office Space

REQUEST

The Finance and Personnel Subcommittee recommends the Board of Commissioners approves two leases and the related resolution.

BACKGROUND

NCGS 160A-272 authorizes the Board of Commissioners to lease property pursuant to a resolution upon 30 days' public notice. Leases of a year or less are exempt from this statute. There are two leases being recommended for approval.

For many years, Spectrum Southeast LLC, formerly known as Charter Communications LLC, has leased 0.3 acres, a portion of PIN 373015538151 along Radio Station Road. Spectrum Southeast LLC expressed a desire to enter into a 9-year lease beginning February 2021. For 2021, staff negotiated an annual payment of \$1,851.30 and increases for the following 8 years for 2 to 3 percent.

At the Agricultural Resource Center, the County has leased approximately 604 square feet of office space and 100 square feet of storage space to the State of North Carolina. This space is occupied by State Forestry. This lease is for three years starting July 1, 2020. The annual lease payments are \$475 per month, which is an increase from \$450.00 in the last agreement.

The County does not anticipate needing either space for the duration of each lease. The required notice was published in the Hickory Daily Record on August 7, 2020.

RECOMMENDATION

The Finance and Personnel Subcommittee recommends the Board of Commissioners approves each lease and the related resolution.

RESOLUTION NO. 2020 - _____

**AUTHORIZATION TO EXECUTE A LEASE WITH SPECTRUM
SOUTHEAST, LLC FOR 0.3 ACRES ON RADIO STATION ROAD, NEWTON
AND A LEASE WITH THE STATE OF NORTH CAROLINA FOR OFFICE
SPACE AT 1175 S BRADY STREET, NEWTON**

WHEREAS, Catawba County is the owner of approximately a 0.3 portion of PIN 373015538151 located along Radio Station Road, Newton, and has the ability and authority to lease the land to Spectrum Southeast LLC for 9 years with an annual lease payment in 2021 of \$1,851.30 and annual increases of 2 to 3 percent; and

WHEREAS, Catawba County is the owner of approximately 604 square feet of office space and 100 square feet of storage space in a building located at 1175 South Brady Street, Newton, PIN 363908979740, and has the ability and authority to lease the land to the State of North Carolina for 3 years beginning in 2020 with an annual lease of \$5,700; and

WHEREAS, the parties have reduced the terms of their Agreements to writing by executing Lease Agreements; and

WHEREAS, the notice required by NCGS 160A-272 was published in the Hickory Daily Record on August 7, 2020;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Catawba County, North Carolina, this the 8th day of September, 2020, at a regularly scheduled meeting of the Board, duly called and posted in accordance with statutes of the State of North Carolina, that the Chairman of the Board and is given the authority and direction to execute each Lease presented to the Board.

Adopted this the 8th day of September, 2020.

[Seal]

C. Randall Isenhower, Chairman
Catawba County Board of Commissioners

Attest:

Barbara Morris, Clerk
Catawba County Board of Commissioners

**STATE OF NORTH CAROLINA
COUNTY OF CATAWBA**

Prepared by and Return to: Debra Bechtel, Post Office Box 389, Newton, NC 28658

LEASE AGREEMENT

THIS LEASE AGREEMENT (this “Lease”), entered into this _____ day of _____, 2020, to be effective as of the 1st day of March, 2021 (the “Commencement Date”), by and between Catawba County (hereinafter “Lessor”) and Spectrum Southeast, LLC, a Delaware limited liability company (hereinafter “Lessee”).

WITNESSETH, that in consideration of the rent and covenants herein contained on the part of Lessee to be paid and performed, Lessor does hereby demise and lease unto Lessee that certain property adjacent to Lessor’s maintenance facility located at 1085 Radio Station Road, located in the City of Newton, Catawba County, North Carolina (the “Property”), depicted on **Exhibit A** attached hereto and being a portion of Parcel Identification Number 3730-1553-8151 (hereinafter the “Demised Premises”) more particularly described as:

Beginning at a new point in the centerline of Radio Station Road, said point located along a circular curve to the right having a radius of 1097.50 feet and a distance of 214.97 feet from the common corner of Carillon Assisted Living of Newton (Deed Book 2191, Page 531) and the City of Newton property (Deed Book 2175, Page 260) in the centerline of said road. Thence with the arc of a circular curve to the right having a radius of 1097.50 feet and a distance of 100.46 feet to a point in the centerline of Radio Station Road. Thence with the centerline of said road South 89° 26’ 58” East 19.23 feet to a point in the centerline of said road. Thence leaving Radio Station Road South 02° 05’ 38” East passing a new 1/2 inch rebar at 30.03 feet marking the southern right-of-way of Radio Station Road. Thence continuing the same course a distance of 81.65 feet for a total distance of 111.68 feet to a new 1/2 inch rebar, a corner of Catawba County. Thence with two new lines of Catawba County North 87° 38’ 05” West 120.00 feet to a new 1/2 inch rebar. Thence North 02° 05’ 38” West 73.25 feet to a new 1/2 inch rebar, corner marking the southern right-of-way of Radio Station Road. Thence continuing the same course, namely North 02° 05’ 38”, West 30.03 feet a total distance of 103.28 feet to the point and place of Beginning, as shown on a survey by J. Mike Honeycutt, dated November 20, 2002, and titled “Boundary Survey for Catawba County” containing 0.30 acres total.

TO HAVE AND TO HOLD for a term of nine (9) years, commencing on the 1st day of March, 2021, and ending on the 28th day of February, 2030 (the “Term”).

This Lease is made upon the following terms and conditions:

1. Lessee shall pay to Lessor, without demand or notice from Lessor, in one lump sum annual payment on or before the first day of each March during the Term of this Lease, rent according to the following schedule (“Rental”):

On or Before the First day of March	Annual Amount Due
2021	\$1,851.30
2022	\$1,878.33
2023	\$1,915.89
2024	\$1,973.37
2025	\$2,032.57
2026	\$2,093.55
2027	\$2,156.35
2028	\$2,221.05
2029	\$2,287.68

2. It is agreed and understood that any holding over by Lessee of the Demised Premises after the expiration of this Lease, or any renewal hereof, shall operate and be construed as a tenancy from month-to-month terminable by either Lessor or Lessee upon 30 days prior written notice to the other and otherwise on the same terms and conditions herein contained, excluding Rental, which shall increase during any holdover period to Two Hundred Dollars (\$200.00) per month.
3. Notwithstanding anything to the contrary contained in this Lease, Lessee will have the right to terminate this Lease, effective at any time during the Term of this Lease upon 60 days prior written notice to Lessor (“Lessee’s Termination Notice”). Upon Lessee’s compliance with the terms of this section, this Lease will terminate as of the date of termination set forth in Lessee’s Termination Notice and neither Lessor nor Lessee will have any further rights or obligations under this Lease, except with respect to those matters in this Lease that expressly survive the termination of this Lease. If Lessee elects to terminate this Lease pursuant to this Section 3 and the date of terminate under Lessee’s Termination Notice occurs before the end of the then applicable lease year (i.e., the last day of February of the applicable lease year), then Lessee shall not be entitled to any prorated refund of the unapplied or unused portion of the applicable annual Rental payment paid to Lessor.
4. Lessor, during the Term of this Lease, shall pay all taxes and assessments imposed by any governmental agency or political subdivision which are levied against the Demised Premises.
5. Lessee shall use the Demised Premises for the sole purpose of maintaining, repairing and

operating a 12 x 28 foot building and appurtenant cable facilities (fiber optic and other cables, active electronic facilities, etc.) as necessary for distribution and reception of its broadband signals/communications) for its cable business (the "Facilities"). It is the intention of the parties that the Demised Premises remain unimproved, save for the aforesaid 12 X 28 foot building, the cable and utility run areas detailed in Paragraph 6 below and any interior alterations, modification or adjustments to the 12 x 28 foot building and the aforementioned related Facilities.

6. During the Term of this Lease, or any extension hereof, Lessee shall have access (24 hours per day, seven days per week) to the Demised Premises by an existing driveway from Radio Station Road unto Lessor's property adjacent to said Demised Premises. Lessee shall have the right, at its sole expense, and with prior approval from Lessor, to construct and maintain a separate driveway or access (and appurtenant parking space) from the driveway currently extant on Lessor's adjacent property, unto the Demised Premises. It is the intention of the parties that no additional driveway will be cut into Radio Station Road to serve the Demised Premises. In addition to the access rights, Lessee shall also have the right to use any other portion of Lessor's property necessary to run cable, conduit, utility, wiring, and other communications lines from a public right-of-way to the Demised Premises.
7. Lessee at its own expense shall maintain general liability insurance with an occurrence limit of not less than \$1,000,000 and an aggregate of \$2,000,000. Lessor shall carry commercial general liability insurance with a minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate.
8. Lessee shall save Lessor harmless from any liability for damage to any person, firm or corporation, including specifically employees or contractors working for Lessee, occasioned by or resulting from accidents on the Demised Premises during the Term of this Lease to the full extent arising directly from the negligent acts or willful misconduct of (a) Lessee, its employees or contractors, or (b) agents or invitees acting under the direction of Lessee. Lessee shall defend all legal actions or suits, whether brought before the expiration of this Lease or thereafter, which are commenced to recover for injuries occasioned by such accidents. This obligation of Lessee shall extend to both injuries to persons and to property. Notwithstanding the foregoing, in no event will Lessee be liable for consequential, punitive, special or indirect damages.
9. Lessor warrants that Lessee shall have the peaceful possession and quiet enjoyment of the Demised Premises during the Term of this Lease (as the same may be extended) and that Lessee may use same as stated in Paragraph 5 above. Lessor shall save Lessee harmless from any liability for damage to any person, firm or corporation, including specifically employees or contractors working for Lessor, occasioned by or resulting from accidents on the Demised Premises during the Term of this Lease to the full extent arising from the negligent acts or willful misconduct of Lessor, its agents, employees, contractors or invitees. Lessor shall defend all legal actions or suits, whether brought before the expiration of this Lease or thereafter, which are commenced to recover for injuries occasioned by such accidents. This obligation of Lessor shall extend to both injuries to persons and to property. Notwithstanding the foregoing, in no event will lessor be liable

for consequential, punitive, special or indirect damages.

9. Lessee agrees that it will neither assign nor sublease this Lease without the express written consent of Lessor, which consent may be withheld by Lessor with or without good cause. Notwithstanding anything in this Lease to the contrary, Lessee has the right to assign this Lease, without Lessor's consent, to any of Lessee's Affiliates (as defined below) or to any Communications Purchaser (as defined below). Any such assignee will have a similar right to assign this Lease, without Lessor's consent, to any of Lessee's Affiliates or to any Communications Purchaser. As used herein: (i) "Lessee's Affiliates" means any person or entity that Controls (as defined below), is Controlled by, or is under common Control with, Lessee, or any successor entity resulting from a merger, acquisition, reorganization, consolidation, or other business combination involving Lessee; (ii) "Control" (including its correlative form "Controlled") means the power to direct the management and policies of an entity, directly or indirectly, whether through the ownership of voting securities, by contract, or otherwise; and (iii) "Communications Purchaser" means any purchaser of all or a portion of the communications systems, equipment or business operations of Lessee or any of Lessee's Affiliates located on or related to the Demised Premises. Upon any assignment of this Lease as permitted by this paragraph, Lessee will be relieved of all obligations and liabilities arising under this Lease after the date of such assignment. No transfer or assignment of the stock of Lessee, or any ownership interest in Lessee, whether by sale, merger, reorganization, consolidation, exchange or other means, will constitute an assignment of this Lease.
10. If Lessee shall fail to pay to Lessor the Rental and/or other sums of money payable to Lessor when due and payable hereunder, or in case Lessee shall fail to comply with any other provision or condition of this Lease upon its part to be kept and performed, and shall fail to cure such nonpayment/noncompliance within thirty (30) days of receiving written notice thereof, or if Lessee shall file for bankruptcy, or shall make an assignment for the benefit of creditors, or if a receiver of any property of Lessee in or upon the Demised Premises be appointed by any action against Lessee, and such action shall not be vacated or annulled within sixty (60) days, it shall be lawful for Lessor, upon prior notice to Lessee, to re-enter the Demised Premises, and again possess same as if this Lease had not been made, and everything herein contained on the part of Lessor to be done and performed shall cease and determine without prejudice. In such event Lessee shall remain fully responsible for all Rental payments as they become due for the remaining Term of this Lease, unless and until the Demised Premises are re-let by Lessor to a third party in which case Lessee shall be responsible for the difference, if any, in any rent or monies due from such third party lessee if such third party rent is less than that due from Lessee hereunder.
11. No failure to insist on performance in any instance of any obligation hereunder shall be deemed a waiver of such performance or any subsequent performance of such obligation or of the performance of any other obligation hereunder.
12. For all purposes hereunder, including payment of Rental, the address of the parties hereto are as follows:

Lessor: Mick Berry
County Manager
Catawba County
Post Office Box 389
Newton, North Carolina 28658

Lessee: Spectrum Southeast, LLC
c/o Charter Communications, Inc.
6360 S. Fiddlers Green Circle, Suite 100
Greenwood Village, Colorado 80111
Attn: Charter Real Estate
File ID No.: NC0088

And with a copy by email to: leaseadmin@charter.com

13. It is expressly understood and agreed by and between the parties hereto that this Lease Agreement sets forth all the promises, agreements and understandings between them.
14. This Lease may be executed in multiple counterparts, however, each part so executed shall be deemed an original. This Lease may be signed and delivered by facsimile or electronically, and the same facsimile or “pdf” signatures will constitute original signatures with all force and effect of law.
15. Upon execution of this Lease, the parties shall execute a Memorandum of Lease in the form set forth on **Exhibit B** attached hereto, which Lessee shall then have the right to record in the real property records of the county in the Property is located.
16. Lessor represents and warrants to Lessee that it owns the Property free and clear and specifically that there is no mortgage, indenture, deed of trust or other lien or encumbrance affecting the Property.
17. This Lease will be governed by and construed pursuant to the laws of the state in which the Land is located without reference to its conflict of laws principles.
18. If any provision of this Lease proves to be illegal, invalid or unenforceable, the remainder of this Lease will not be affected by such finding, and in lieu of each provision of this Lease that is illegal, invalid or unenforceable, a provision will be added as a part of this Lease as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.
19. Landlord and Tenant acknowledge that Tenant is currently in possession of the Land pursuant to the Lease Agreement dated February 26, 2019 between Landlord and Tenant (the “**Prior Lease**”). The Prior Lease will automatically terminate on the day immediately preceding the Commencement Date of this Lease. As of the Commencement Date, Tenant shall remain in possession of the Land under the terms of this Lease.

[SIGNATURE PAGES FOLLOW]

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

LESSOR:

CATAWBA COUNTY

By: _____
C. Randall Isenhower
Chair of the Catawba County Board of Commissioners

(SEAL)

ATTEST: _____
Name: _____
Title: County Clerk

STATE OF NORTH CAROLINA
COUNTY OF CATAWBA

NOTARY ACKNOWLEDGMENT

I, _____, a Notary Public of said County and State, certify that _____, 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 _____, 2020.

Notary Public

(SEAL)

Print Name: _____

My commission expires: _____

LESSEE:

SPECTRUM SOUTHEAST, LLC

By: Charter Communications, Inc.,
its Manager

By: _____
Name: _____
Title: _____

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____ personally came before me this day and acknowledged that he/she is the _____ of Charter Communications, Inc., a Delaware limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this the ____ day of _____, 2020.

Notary Public
Printed Name: _____

{Seal}

My Commission Expires: _____

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF CATAWBA _____

THIS LEASE AGREEMENT (hereinafter "Lease"), made and entered into as of the last date set forth in the notary acknowledgements below by and between, **CATAWBA COUNTY**, hereinafter designated as Lessor, and the **STATE OF NORTH CAROLINA** through the North Carolina Department of Agriculture & Consumer Services hereinafter designated as Lessee.

WITNESSETH:

WHEREAS, authority to approve and execute this Lease Agreement was delegated to the Department of Administration by resolution adopted by the Governor and Council of State on the 1st day of September, 1981; and as amended on September 8, 1999 and December 7th, 1999; and

WHEREAS, the parties hereto have mutually agreed to the terms of this Lease Agreement as hereinafter set out.

NOW THEREFORE, in consideration of the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, Lessor does hereby let and lease unto Lessee and Lessee hereby takes and leases from Lessor for and during the period of time and subject to the terms and conditions hereinafter set out certain space in the **Town/City of NEWTON**, County of **CATAWBA**, North Carolina, more particularly described as follows:

Being approximately 604 net square feet of office space and 100 feet of storage space, located at the Catawba County Agriculture Resources Center at 1175 South Brady Street (Address), Newton (Town), Catawba County, North Carolina and further described in "Exhibit A"

(DEPARTMENT OF AGRICULTURE)

THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT ARE AS FOLLOWS:

1. The term of this lease shall be for a period of three (3) year(s), commencing on the **1st day of July, 2020**, or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the **30th day of June, 2023**. **Either party may terminate the Lease upon providing a six (6) month written notice to the other party.**

2. During the term of the lease, the Lessee shall pay to the Lessor as rental for said premises the sum of **\$5,700** per annum, which sum shall be paid in equal monthly installments of **\$475**. The Lessee agrees to pay the aforesaid rental to Lessor at the address specified, or, to such other address as the Lessor may designate by a notice in writing at least fifteen (15) days prior to the due date.

3. Lessor agrees to furnish to the Lessee, as a part of the consideration for this lease, the following services and utilities to the satisfaction of the Lessee.

- a. Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold water facilities, and adequate toilet facilities.
- b. Lessor to provide required fire extinguishers and servicing, pest control, and outside trash disposal including provisions for the handling of recyclable items such as aluminum cans, cardboard and paper. Maintenance of lawns, parking areas (including snow removal) and common areas is required.
- c. Parking
- d. The Lessor covenants that the leased premises are generally accessible to persons with disabilities. This shall include access into the premises from the parking areas (where applicable), into the premises via any common areas of the building and access to an accessible restroom.
- e. All stormwater fees.
- f. Any fire or safety inspection fees.
- g. Daily janitorial service and supplies.
- h. All utilities, except telephone.
- i. All land transfer tax/fees imposed by the County or City in which the space is located.
- j. The number of keys to be provided to Lessee for each lockset shall be reasonably determined by Lessee prior to occupancy and said keys shall be furnished by Lessor to Lessee at no cost to Lessee.
- k. All other terms and conditions of the signed "Proposal to Lease to the State of North Carolina" Form PO-28 and "Specifications for Non-advertised Lease."

4. During the lease term, the Lessor shall keep the leased premises in good repair and tenantable condition, to the end that all facilities are kept in an operative condition. Maintenance shall include, but is not limited to furnishing and replacing electrical light fixture ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. In case Lessor shall, after notice in writing from the Lessee in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property, or invitees, it shall then be lawful for the Lessee in addition to any other remedy the Lessee may have, to make such repair at its own cost and to deduct the amount thereof from the rent that may then be thereafter become due hereunder. The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make necessary repairs to the premises.

5. It is understood and agreed that Lessor shall, at the beginning of said lease term as hereinabove set forth, have the leased premises in a condition satisfactory to Lessee, including repairs, painting, partitioning, remodeling, plumbing and electrical wiring suitable for the purposes for which the leased premises will be used by Lessee.

6. The Lessee shall have the right during the existence of this lease, with the Lessor's prior consent, to make alterations, attach fixtures and equipment, and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the Lessee and may be removed therefrom by the Lessee prior to the termination of this lease or any renewal or extension thereof, or within a reasonable time thereafter. The Lessee shall have no duty to remove any improvement or fixture placed by it on the premises or to restore any portion of the premises altered by it. In the event Lessee elects to remove his improvements or fixtures and such removal causes damage or injury to the demised premises, Lessee will repair only to the extent of any such damage or injury.

7. If the said premises be destroyed by fire or other casualty without fault of the Lessee, this lease shall immediately terminate and the rent shall be apportioned to the time of the damage. In case of partial destruction or damage by fire or other casualty without fault of the Lessee, so as to render the premises untenable in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. During such period of repair, Lessee shall have the right to obtain similar office space at the expense of Lessee or the Lessee may terminate the lease by giving fifteen (15) days written notice to the Lessor.

8. Lessor shall be liable to Lessee for any loss or damages suffered by Lessee which are a direct result of the failure of Lessor to perform an act required by this lease, and provided that Lessor could reasonably have complied with said requirement.

9. Upon termination of this lease, the Lessee will peaceably surrender the leased premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this lease, excepted.

10. The Lessor agrees that the Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this lease peaceably and quietly have, hold, and enjoy the leased premises free from the adverse claims of any person.

11. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender thereof shall be valid unless in writing and signed and agreed to by both parties.

12. Any hold over after the expiration of the said term or any extension thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than sixty (60) days written notice to terminate the tenancy.

13. The parties to this lease agree and understand that the continuation of this lease agreement for the term period set forth herein, or any extension or renewal thereof, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of the Lessee responsible for payment of said rental. The parties to this lease also agree that in the event the agency of the Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local office operations that available funding for the payment of rents are insufficient to continue the operation of its local offices on the premise leased herein, it may choose to terminate the lease agreement set forth herein by giving Lessor written notice of said termination, and the lease agreement shall terminate immediately without any further liability to Lessee.

14. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows: To the Lessor: **Jeanne Jarrett, Catawba County Interim Financial Officer, PO Box 389, Newton, North Carolina 28658.** To the Lessee at **North Carolina Department of Agriculture & Consumer Services Attn: Property Manager, 1616 Mail Service Center, Raleigh, North Carolina 27699-1616.** Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.
15. Lessee shall not assign this lease or sublet any part of the Leased Premises without the written consent of the Lessor.
16. Lessor agrees that the Lessee's decision to self insure satisfies all insurance requirements of this lease applicable to the Lessee.
17. The State of North Carolina is an immune sovereign and is not ordinarily subject to suit. However, the State has enacted the North Carolina Tort Claims Act, pursuant to which the State may be liable for the torts of its officers and employees, within the terms of the Act. Accordingly, the Lessee will be primarily liable for any claims within the coverage of the Tort Claims Act.
18. N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.
19. N.C.G.S. § 147-86.59 Certification of Eligibility under the Iran Divestment Act is attached hereto as **Exhibit B** and shall be executed as a part of this lease agreement for all persons and parties seeking to do business with the State.

IN TESTIMONY WHEREOF, this lease has been executed by the parties hereto, in duplicate originals, as of the date first above written.

LESSEE:

STATE OF NORTH CAROLINA

By: _____ (SEAL)

Andrew Meier,
Director
NCDA&CS Property & Construction Division

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that **Andrew Meier** personally came before me this day and acknowledged the due execution by him of the foregoing instrument as Director of Property and Construction Division for the North Carolina Department of Agriculture and Consumer Services, in accordance with the authority vested in him and for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this the _____ day of _____, 20____.

Notary Public
Printed Name: _____

My Commission expires _____

LESSOR:

CATAWBA COUNTY

By: _____(SEAL)
C. Randall Isenhower
Chair of the Catawba County Board of Commissioners

ATTEST: _____
Name: _____
Title: County Clerk

STATE OF NORTH CAROLINA
COUNTY OF CATAWBA

NOTARY ACKNOWLEDGMENT

I, _____, a Notary Public of said County and State, certify that _____, 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 _____, 2021.

Notary Public

(SEAL)

Print Name: _____

My commission expires: _____

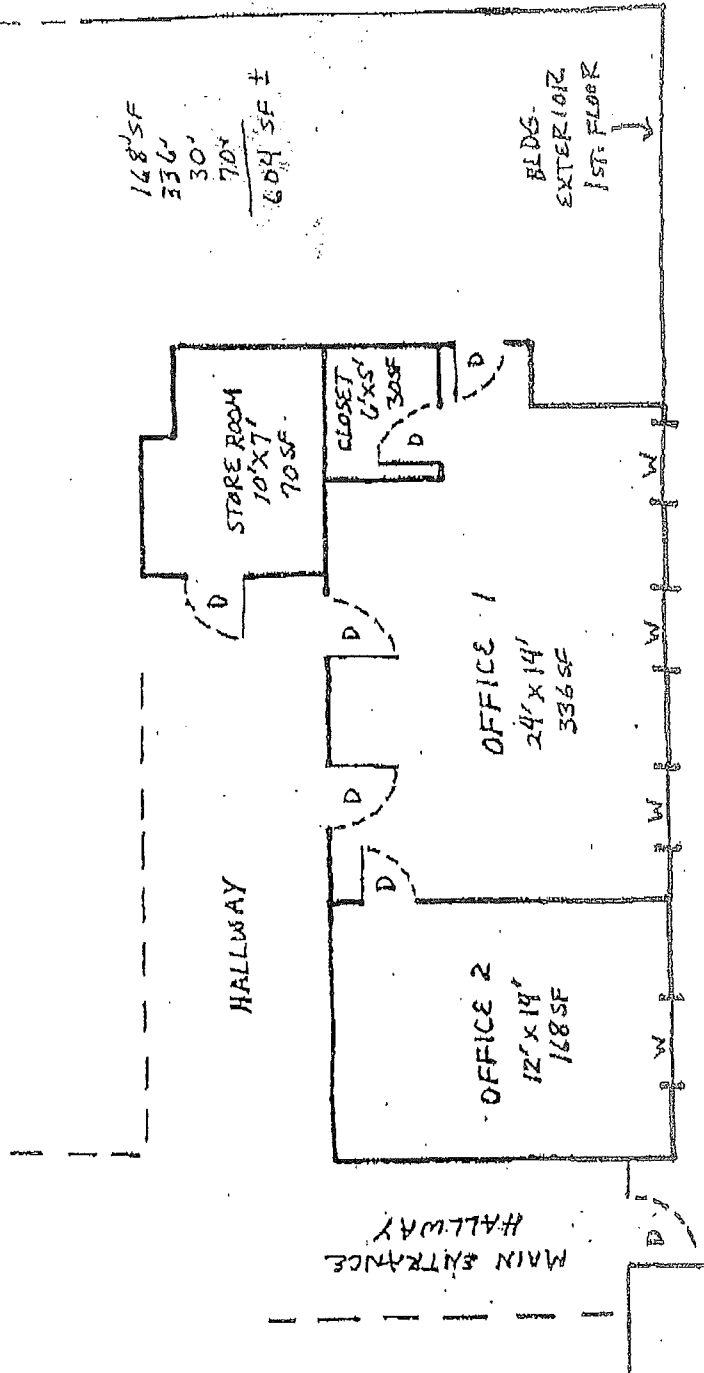
Exhibit A

Floor Plan of NCFS Office

Exhibit B

Iran Divestment Certification
(To be provided by State)

2-17-92



FLOOR PLAN OF NCFS OFFICE,
FIRST FLOOR
AGRICULTURAL RESOURCE CENTER
S. BRADY STREET, NEWTON NC

Exhibit A

Memorandum

To: Catawba County Board of Commissioners
From: Policy and Public Work Subcommittee
Date: September 8, 2020
RE: Subdivision Street Improvement Program

Request

The Policy and Public Works Subcommittee recommends the Board of Commissioners approves a resolution establishing a policy for improvement and assessment of public or publicly dedicated subdivision streets, to facilitate a County Subdivision Street Improvement Program.

Background

The Board of Commissioners' recent strategic planning process included a focus on Housing, with success defined as *fostering an environment conducive to the creation of affordable, desirable housing options for our workforce and families*. As part of this focus area, there was recognition of the impact of private street degradation as barriers to development of quality housing.

Over the years, the County has consistently fielded inquiries from citizens living in Catawba County within residential subdivisions with privately maintained streets not part of North Carolina Department of Transportation's (NCDOT) maintenance system. These citizens have requested the County's assistance in bringing their streets (in various stages of degradation and disrepair) up to NCDOT's standards, as oftentimes the developers who originally built the subdivisions have moved on and/or the homeowners' associations that should be in place to handle such matters were never established. These citizens find themselves in a "no man's land" in the sense there hasn't been a viable policy mechanism available to them to address the failing streets issue, which at a certain point has a detrimental effect on the prospects of resale and future development in these neighborhoods. This issue is not unique to Catawba County; it is in fact a state-wide issue that the North Carolina Association of County Commissioners (NCACC) has championed, to no avail.

It is challenging to come up with an exact figure to quantify the county-wide mileage of privately maintained streets that have fallen into disrepair. For context, though, there are roughly 106 miles of privately maintained streets within unincorporated Catawba County.

Overview of Proposed Program

As a result of this growing problem, Catawba County is considering piloting a petition-driven private street assessment program to assist homeowners in fixing their streets, with the goal of transferring maintenance responsibility from the private citizens or homeowners' associations to NCDOT upon the streets being brought up to NCDOT standards. The County's statutory authority to establish such a program is rooted in North Carolina General Statutes Chapter 153A-185 through 153A-206 (Special Assessments).

In the proposed program, citizens would petition the County to levy a special tax assessment on the affected properties. If the petition is determined to be valid based on a certain percentage of affected property owners supporting the assessment, the County would serve as the project manager and coordinate with NCDOT to identify necessary improvements and associated cost estimates and in securing written commitment from NCDOT to add the street into the NCDOT maintenance system upon completion of the identified improvements. To be eligible for the program the subdivision street rights-of-way would have to be public or publicly dedicated and 75% of affected property owners representing 75% of the lineal front footage would have to sign an agreement petitioning the County for the special tax assessment.

The County would assume responsibility for managing procurement for street design and construction, and for overseeing the contracted street improvement work to ensure NCDOT requirements are fulfilled. Upon completion of the street improvements, the County would follow up with NCDOT to coordinate final inspection and formal transfer of maintenance from private responsibility to NCDOT. The property owner assessments would not begin until the project is completed.

The County would up-front the funds to pay the full cost of the improvements, adding a special tax assessment to the property tax bills of the affected property owners for ten years.

- NC General Statutes establishes a maximum interest rate of 8 percent. Staff recommends for the BOC to establish interest rates on an annual basis, based on market conditions.
- While it will not be required for property owners to make an initial down-payment on their individual assessments, that option will be available.
- Property owners can pay off their assessments prior to the end of the assessment term without penalty.

Staff has been in discussions with NCDOT, which is amenable to such a program.

Staff is requesting the BOC adopt a resolution authorizing staff conduct the activities outlined above, with local authority derived from NCGS Chapter 153A.

Recommendation

The Policy and Public Works Subcommittee recommends the Board of Commissioners approves a resolution establishing a policy for improvement and assessment of public or publicly dedicated subdivision streets, to facilitate a County Subdivision Street Improvement Program.

Resolution #

**Resolution To Establish
A Policy for the Improvement and
Assessment of Public or Publicly Dedicated Subdivision Streets**

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

WHEREAS, pursuant to NCGS 153A-205, counties are authorized to assist citizens in addressing the issue of deteriorated subdivision and residential streets; and

WHEREAS, the Board of Commissioners (“Board”) wishes to take an active role in efforts to make street repair assistance available to citizens when other alternatives are not feasible; and

WHEREAS, the following is a statement of policy by the Board for use in consideration of improving subdivision and residential streets located outside municipal limits:

- A. Subdivision streets under consideration can be repaired or reconstructed to meet the NCDOT Minimum Construction Standards for Subdivision Streets and shall be accepted into the NCDOT State Maintenance Program upon completion of improvements.
- B. This policy shall not be applicable, and financing shall not be made available, to improve the condition of subdivision streets that will remain privately dedicated. Prior to the start of repair/reconstruction work, all streets shall be publicly dedicated streets as shown on a recorded subdivision plat at the Catawba County Register of Deeds.
- C. County staff has determined the original subdivider/developer is unable to honor the original commitment to maintain the subdivision streets under construction, or it is determined by the Board that pursuing the original subdivider to honor the original commitment would likely be a futile exercise, further delaying the maintenance and adoption of the subdivision streets.

II. When funds are available, the Board will consider, at its sole discretion and on a case-by-case basis, financing and assessing residents for the local costs of improvements to subdivision streets located outside municipal limits, pursuant to NCGS 153A-205. Specifically, the County must receive a petition requesting the improvements signed by at least seventy-five percent (75%) of the owners of property to be assessed, who must represent at least (75%) of all the lineal feet of frontage of the lands abutting the street or portion thereof to be improved. The petition shall state the portion of the cost of the improvement requested to be assessed in a dollar amount.

III. If the above conditions are met, further consideration may be given to the following criteria by the Board before a funding decision is made:

- A. Cost of proposed street improvements;
- B. Other pending requests or petitions;

- C. Impact of the street improvement on the local street network;
- D. NCDOT input:
 - 1. Capability to assist the project management; and
 - 2. Agreement to maintain and accept the streets onto the state system after project completion.
- E. Implications of Board inaction regarding:
 - 1. Traffic safety; and
 - 2. Declining property values due to lack of neighborhood street maintenance.
- F. Any other factors which may impact the viability of the project.

IV. If Catawba County provides funding for financing subdivision street improvements, it shall assess all affected property owners to recover the cost of the improvements. The Board may include associated administrative expenses, and interest up to a maximum of 8% on the assessment as allowed by North Carolina General Statutes. The assessment will be based on the equal share of the cost, per lot, unless the petitioners provide compelling reasons why another allowable assessment method should be utilized. The term of the assessment shall be ten years. In all cases, any assessment for any street repair financed by the County shall be in accordance with state law.

NOW, THEREFORE, BE IT RESOLVED, Catawba County may provide funding, subject to appropriation by the currently sitting Board of Commissioners, for the purpose of financing subdivision street improvements in accordance with state law.

BE IT FURTHER RESOLVED, the Board of Commissioners may modify or discontinue this program at its sole discretion, at any time.

ADOPTED this day, the _____th of September, 2020.

C. Randall Isenhower, Chairman
Catawba County Board of Commissioners

ATTEST:

Barbara Morris
County Clerk

MEMORANDUM

To: Catawba County Board of Commissioners
FROM: Amanda Duncan, Director of Elections
DATE: September 8, 2020
RE: November 3, 2020 General Election

November 3, 2020 General Election is going to be an election that surpasses all historically in Catawba County.

The office is seeing an abundance in absentee-by-mail requests. Voting at home is a safe, secure way for voters to cast their ballots in the November election. On average, the office would see normally a 5% turnout. To date, we have already surpassed those numbers and anticipate that we could see up to 25% turnout. Because of the increase in volume, the need for extra staff and a postage meter was implemented in the office. Now, the staff can deliver the absentee-by-mail ballots directly to the Newton Post Office. I have spoken with the Post Master, Michael Dean, and informed him of the mass mailings the office will be having.

The office is preparing for workers for Early Voting and Election Day. There has been a decline in poll worker participation because of the COVID-19 pandemic. Poll workers that have helped the office for many years were afraid they would come in contact with the epidemic and bring it home to their loved ones. I reached out to the political parties, League of Women Voters, and Democracy Heroes on the state level. As of today, we have surpassed our needs. Now, we are able to have a back-up list, which in the past couldn't be achieved.

This election, training of poll workers is going to take longer than normal because of the pandemic. Training which would consist of 50 poll workers per class has now change to 15 poll workers per class for social distancing. This will now consist of approximate 25 classes. In the past, it would only take 6 training classes to complete. Now, the office is looking at training lasting for two weeks.

Early Voting locations has been the trend and continues to grow in voter turnout each election. The NC State Board of Elections mandated a requirement for one stop plans. The plans for 2020 general election must have included one site per 20,000 voters effective of July 11, 2020. That would put Catawba County needing 6 locations with 103,765 registered voters. A county board could request a waiver of the requirement in the form of a resolution and letter from the county board of elections. A waiver resolution was passed unanimous by the board of proposing just the five locations for our county. I had to demonstrate in the letter request that the proposed plan was sufficient to serve Catawba County's voting population by maintaining social distancing and reduce the likelihood of long lines. The request

included details about each proposed sites including square footage, number of voting machines, referenced prior elections turnout and demonstrate why the proposed plan meets the required criteria. The burden was on the county board of elections to demonstrate why a waiver is justified. On August 11, 2020 Karen Brinson Bell, Executive Director deemed the waiver request acceptable. The five locations date and times approved are below:

Voting will begin on Thursday, October 15 and end Saturday, October 31. Days and times are as follows: Monday–Friday 8:00 am until 7:30 pm., Saturdays 8:00 am until 3:00 pm, and Sundays 1:00 pm until 5:00 pm.

One-Stop Locations	
Newton Main Library	115 West 'C' Street, Newton
Highland Recreation Center	1451 8 th St Dr. NE, Hickory
Mountain View Southwest Library	2944 S Hwy 127, Hickory
Conover Station	403 Conover Station SE, Conover
Sherrills Ford-Terrell Library	9154 Sherrills Ford Rd, Terrell

The North Carolina State Board of Elections is sending most of the PPE's needed for this year's election. The PPE's will be arriving in mid-September. The need for space storing the items was a concern. The State EMS sent a list of what will be arriving in Catawba County. Affordable Mobile Storage will be delivering a storage container on Monday, August 31, 2020 at the board of elections office for the storage needs.

The office is working to ensure accessible, safe and accurate elections in 2020, despite the COVID-19 pandemic. Significant precautions will be made to protect voters and election workers against the transmission of COVID-19. These will include:

- Enforcing social distancing at polling places and early voting sites.
- Providing hand sanitizer and masks for voters and election workers who do not bring their own. It is *required* for workers to wear mask at all times. It is *encouraged* that voters wear masks, but it is not required for them.
- Providing gloves and face shields and gowns for election workers.
- Table top Shields will be in place between the election workers and voters at the check-in tables, ballot tables and help desks.
- Every Voter will receive a single-use pen and Q-tip for voters who use the ExpressVotes.
- Poll workers will be frequently cleaning surfaces and equipment in polling places and early voting sites.
- The day before and the day after Election Day all precincts will be sanitized. The need for Electrostatic sprayers were purchase to use at all sites. The moving company that delivers the voting equipment will be the ones spraying each site to make sure it is sanitized before precinct officials arrived and sanitized Wednesday after the election.

In Catawba County, the need for the Multipartisan Assistance Teams (MATs) is critical. This is a team that goes to our nursing, retirement facilities and help residents with absentee-by-mail request and marking their ballots. The office has received guidance from the Department of Health and Human Services (DHHS) concerning the MAT teams on how to assist voters who are patients or residents in covered facilities while reducing the risk of exposure to and transmission of COVID-19. The guidance provides practices for county board of elections and MATs to follow when setting up a visit and providing assistance, including utilizing outdoor visitation, wearing personal protective equipment, and maintaining social distancing where possible. MAT members must follow this guidance any time they visit a facility in order to make the experience as safe as possible for themselves, the voters, and others in the facility. There is going to be more guidance coming to county boards of elections from DHHS.

I have been with Board of Elections for 13 years. Each election seems to bring on new challenges and every single time the election runs smoothly. The greatest asset I have, is the partnership with the county manager's office, county attorneys, staff, poll workers and not least, the county commissioners. It takes a team to make it a successful election. And again, that will happen on November 3, 2020 General Election. Thank you all for your support!



catawba county

To: Catawba County Board of Commissioners
From: Mick W. Berry, Catawba County Manager
Date: September 8, 2020
Re: Coronavirus Relief Act Budget Appropriation

REQUEST

Staff requests the Board of Commissioners authorize a budget amendment to appropriate \$5,942,504.25 in federal Coronavirus Relief Funds (CRF) allocated to Catawba County and its municipalities by the North Carolina General Assembly.

BACKGROUND

On March 25, 2020, the United States Congress passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act, which, among a host of other aid programs, established a \$150 billion Coronavirus Relief Fund to aid state and local governments in addressing the impacts of and enhancing preparedness for the COVID-19 pandemic in local communities.

On June 25, 2020, the North Carolina General Assembly passed House Bill 1023, which appropriated \$300 million to North Carolina's counties and stipulated that 25% of each county's allocation shall be distributed to the municipalities within that county. Catawba County's total county-wide allocation is \$5,942,504.25, including the municipal share, allocated on the basis of population and broken down by jurisdiction as follows:

Local Government	Amount
Town of Brookford	\$7,707
Town of Catawba	\$12,474
City of Claremont	\$30,353
City of Conover	\$173,794
City of Hickory	\$839,173
Town of Long View	\$84,750
Town of Maiden	\$70,015
City of Newton	\$267,360
Catawba County (unincorporated)	\$4,456,878.25

House Bill 1023, which was ratified into Session Law 2020-80, also established the NC Pandemic Recovery Office (NC PRO) to oversee distribution of these CRF dollars and to provide local governments guidance on eligible uses and reporting requirements. The funds must be used for expenditures necessary for response to COVID-19, and they must be expended by December 31, 2020. Catawba County and each municipality has submitted required

documentation to NC PRO in order to receive this disbursement. While the County is coordinating funding distribution and monthly reporting requirements for the municipalities with NC PRO, municipalities are ultimately responsible for ensuring their funds are used for eligible expenses, retaining liability independent of the County for any misuse of funds on ineligible expenses.

On July 13, 2020, the Board of Commissioners established a special revenue fund specifically for the purpose of accounting for revenues received under the CARES Act and expenses related to COVID-19 response. The recommended Board action recognizes receipt of the monies for which this fund was specifically established.

RECOMMENDATION

Staff requests the Board of Commissioners authorizes a budget amendment to appropriate \$5,942,504.25 in federal Coronavirus Relief Funds (CRF) allocated to Catawba County and its municipalities by the North Carolina General Assembly.

SUPPLEMENTAL APPROPRIATION

Revenue:

290-190050-626135	CARES Act Fund	\$5,942,504.25
110-190050-695290	Transfer from CARES Act Fund	\$5,942,504.25
110-190050-690110	Fund Balance Appropriated	(\$5,942,504.25)

Expense:

290-190050-861000	City of Hickory	\$ 839,173.00
290-190050-861105	City of Newton	\$ 267,360.00
290-190050-861106	City of Conover	\$ 173,794.00
290-190050-861107	Town of Catawba	\$ 12,474.00
290-190050-861108	City of Claremont	\$ 30,353.00
290-190050-861109	Town of Maiden	\$ 70,015.00
290-190050-861110	Town of Brookford	\$ 7,707.00
290-190050-861111	Town of Longview	\$ 84,750.00
290-190050-995110	Transfer to the General Fund	\$4,465,878.25

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

Contingency Transfers:

Library Collaborative Arts Project Grant

Transfer

From:

110-190100-994000	Contingency	\$1,258.08
202-280100-690100	Fund Balance Appropriated	\$1,258.08

To:

110-190100-995202	Transfer to 911 Fund	\$1,258.08
202-280100-695110	From General Fund	\$1,258.08

Transfer from Contingency to repay the 911 Fund for training expenses for DCI training outside of the county determined to be ineligible in the annual NC 911 Board audit, which took place after the Fiscal Year 2017/18 Catawba County Audit was complete. Transfer under authority of County Manager per section 1 A. of the Budget Ordinance.