

Regular Session, February 15, 2021, 7:00 p.m.
Catawba County Board of Commissioners

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The Catawba County Board of Commissioners met in Regular Session on Monday, February 15, 2021, at 7:00 p.m., in the Board of Commissioners Meeting Room, 2nd Floor, Catawba County Justice Center, 100 Government Drive, Newton, North Carolina.

Present were Chair Randy Isenhower, Vice-Chair Barbara G. Beatty, and Commissioners Austin Allran, Katherine W. Barnes, and Sherry E. Butler.

Also present were County Manager Mick Berry, Deputy County Manager Mary Furtado, Assistant County Manager Alison Alexander, County Attorney Debra Bechtel, Deputy County Attorney Jodi Stewart, Assistant County Attorney Josh Teague, and County Clerk Barbara Morris.

1. Chair Randy Isenhower called the meeting to order at 7:00 p.m., noting a quorum was present.
2. Commissioner Katherine W. Barnes led the Pledge of Allegiance.
3. Commissioner Sherry E. Butler offered the invocation.
4. Commissioner Barnes made a motion to approve the minutes of the Board's Regular Meeting and Closed Session of February 1, 2021. The motion carried unanimously.
5. Recognition of Special Guests: Chair Isenhower welcomed everyone present.
6. Public Comments:
Cliff Moone requested the Confederate monument on the grounds of the 1924 Courthouse be removed. In the alternative, he asked that a plaque be added on or around the statue recounting the historic significance of the monument.
7. Presentation:
Deputy County Manager Mary Furtado provide the Board with an overview of the upcoming Medicaid Transformation that was mandated by the NC General Assembly in 2015. The transformation will be from a fee-for-service model to a managed care model, with a whole-person focus, which incorporates physical, mental, and behavioral health.
8. Appointments: See appointment under County Manager' Report.
9. Consent Agenda:
County Manager Berry presented the following five items on the consent agenda. Chair Isenhower asked if any commissioner wished for an item to be removed from the consent agenda for individual consideration; none was requested.

a. A request for the Board to adopt a resolution authorizing the issuance of the Series 2021 Bonds for Catawba Valley Medical Center (CVMC) to finance, with other available funds of CVMC, (a) all or a portion of the costs of the 2021 Project (as defined herein) and (b) the costs of issuing the 2021 Bonds.

CVMC is providing additional health care facilities for CVMC including, without limitation, (a) the acquisition, construction, renovation and equipping (including, without limitation, installation costs) of (i) expansion and renovation of CVMC's existing Emergency Department facilities and related improvements, (ii) expansion and renovation of CVMC's existing Cardiology Department facilities and related improvements, (iii) upgrades and related improvements to various of CVMC's existing patient rooms including, without limitation, installation of new flooring, lighting, sinks and showers, (iv) acquisition of any interests in real property related to any of the foregoing and (v) routine capital expenditures for the acquisition and installation of equipment to be used by CVMC (collectively, the "2021 Project").

The principal amount of the 2021 Bonds will not exceed \$36,000,000. All of the 2021 Bonds will bear interest at a fixed rate of interest, which cannot be locked in more than 10 days prior to the issuance of the 2021 Bonds.

All of the 2021 Bonds will be purchased by BB&T Community Holdings Co. (the "Holder"), which is an affiliate of Truist Bank.

CVMC requested the County adopt a resolution to authorize and approve the issuance of the 2021 Bonds and certain related matters.

The resolution approves the form of (i) a Third Supplemental Trust Agreement, proposed to be dated April 1, 2021 (the "Third Supplement"), between the County and Truist Bank, as Trustee for the 2021 Bonds, which sets forth the terms and provisions of the 2021 Bonds, (ii) a Covenant Agreement, proposed to be dated as of April 1, 2021 (the "Covenant Agreement"), between the County, CVMC and the Holder, as the initial purchaser of the 2021 Bonds, and (iii) a Contract of Purchase, to be dated the date of delivery of the 2021 Bonds (the "Contract of Purchase"), between the Local Government Commission of North Carolina and the Holder, and approved by the County.

The resolution also authorizes designated representatives of the County to approve any further appropriate changes to the Third Supplement, the Covenant Agreement, the Contract of Purchase and any related documents and to execute and deliver the Third Supplement, the Covenant Agreement, the Contract of Purchase and any related documents, including the 2021 Bonds, on behalf of the County. The resolution also confirms the selection of Nexsen Pruet, PLLC as bond counsel to the County (and CVMC) for the issuance of the 2021 Bonds and any related matters. The resolution, the Third Supplement, the Covenant Agreement and the Contract of Purchase have been reviewed by CVMC attorney, Mr. Mike Thomas, of Patrick Harper and Dixon.

A similar resolution relating to the issuance of the 2021 Bonds was approved by the Catawba Valley Medical Center Board of Trustees at their January 25, 2021 meeting. The following resolution applies:

**EXTRACT FROM MINUTES OF
MEETING OF THE BOARD OF COMMISSIONERS FOR
THE COUNTY OF CATAWBA, NORTH CAROLINA**

A regular meeting of the Board of Commissioners for the County of Catawba, North Carolina, was held in the Board of Commissioners Meeting Room in the Catawba County Justice Center in Newton, North Carolina, the regular place of meeting, at 7:00 p.m., on February 15, 2021.

PRESENT: Chair Randy Isenhower, presiding, and Vice-Chair Barbara G. Beatty, and Commissioners Austin Allran, Katherine W. Barnes, and Sherry E. Butler

ABSENT: N/A

* * * * *

County Manager Mick Berry introduced the following resolution, a copy of which had been provided to each Commissioner and which was read by title:

RESOLUTION # 2021-05

RESOLUTION AUTHORIZING AND APPROVING THE ISSUANCE BY THE COUNTY OF ITS HOSPITAL REVENUE BONDS (CATAWBA VALLEY MEDICAL CENTER PROJECT), SERIES 2021, IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$36,000,000 AND AUTHORIZING THE EXECUTION AND DELIVERY OF RELATED DOCUMENTS IN CONNECTION THEREWITH

WHEREAS, The Board of Hospital Trustees of Catawba County, North Carolina ("CVMC") has requested the County to issue the above referenced bonds for the purpose of providing funds, together with other available funds, to pay all or a portion of (a) the costs of additional health care facilities for Catawba Valley Medical Center ("CVMC"), including, without limitation, (i) the acquisition, construction, renovation and equipping (including, without limitation, installation costs) of (A) expansion and renovation of CVMC's existing Emergency Department facilities and related improvements, (B) expansion and renovation of CVMC's existing Cardiology Department facilities and related improvements, (C) upgrades and related improvements to various of CVMC's existing patient rooms including, without limitation, installation of new

flooring, lighting, sinks and showers, (D) acquisition of any interests in real property related to any of the foregoing and (E) routine capital expenditures for the acquisition and installation of equipment to be used by CVMC and (b) the expenses of issuing the above referenced bonds; and

WHEREAS, there have been submitted to this meeting draft copies of the following documents and instruments (the "Financing Documents") relating to the issuance of the Bonds;

(a) a Third Supplemental Trust Agreement, proposed to be dated as of April 1, 2021 (the "Third Supplement"), between the County and the trustee named therein, relating to the County of Catawba, North Carolina Hospital Revenue Bonds (Catawba Valley Medical Center Project), Series 2021 (the "Bonds");

(b) a Covenant Agreement, proposed to be dated as of April 1, 2021 (the "Covenant Agreement"), between the County, CVMC and BB&T Community Holding Co. (the "Bank Holder"), as the initial purchaser of the Bonds; and

(c) a Contract of Purchase, to be dated the date of delivery thereof (the "Purchase Agreement"), between the Local Government Commission of North Carolina ("LGC") and the Bank Holder, and approved by the County;

WHEREAS, the Board of County Commissioners (the "Board") is agreeable to the terms and conditions to be imposed upon it in connection with the issuance of the Bonds and the execution and delivery of the several documents necessary to the implementation thereof; and

WHEREAS, the Board desires to approve the Financing Documents and to authorize other actions in connection therewith;

NOW, THEREFORE, BE IT RESOLVED by the Board as follows:

Section 1. The Financing Documents are hereby approved in substantially the form presented to this meeting, together with such changes, modifications and deletions as any of the Chairman or Vice-Chairman of the Board of Commissioners (the "Chairman" and the "Vice-Chairman," respectively) or the County Manager or the Interim Chief Financial Officer, with the advice of counsel, may deem necessary and appropriate; and execution and delivery thereof by any of the Chairman, the Vice-Chairman, the County Manager or the Interim Chief Financial Officer, as applicable, shall be conclusive evidence of the approval and authorization thereof by the County.

Section 2. The Board hereby makes the following findings: (i) the proposed issue of Bonds is necessary and expedient; (ii) the amount of the proposed issue of Bonds is adequate and not excessive for the proposed purposes of the issue of Bonds; (iii) the projects proposed to be financed by the Bonds are feasible; (iv) the County's debt management procedures and policies are good; (v) the proposed issue of Bonds can be marketed at reasonable interest costs to CVMC and the County; (vi) that no increase in taxes will be necessary to meet the sums to fall due under the Bonds as such hospital revenue bonds will not constitute or give rise to any charge against the County's general credit or taxing power; and (vii) the County is not in default under any of its debt service obligations.

Section 3. Each of the Chairman, the Vice-Chairman, the County Manager and the Interim Chief Financial Officer are authorized to approve all details of all the financing, including, without limitation, the final par amount of the Bonds (which shall not exceed \$36,000,000), the maturities, the principal amounts and the interest amounts of the bonds (which shall not exceed the limits set forth in the Third Supplement, as supplemented by a pricing certificate of the County Manager or the Interim Chief Financial Officer). Execution of the Bonds as provided in the Third Supplement shall conclusively evidence such approval of all such details of said financing.

Section 4. The Chairman, the Vice-Chairman, the County Manager, the Interim Chief Financial Officer, the County Attorney and the Clerk to the Board of Commissioners, or any of them or their deputies, are hereby authorized to take any and all such further action, and to execute and deliver for and on behalf of the County such other documents and certificates as they may deem necessary or advisable to carry out the

intent of this resolution and to effect the issuance of the Bonds pursuant to the Third Supplement and the other Financing Documents. The Clerk to the Board of Commissioners is hereby authorized to affix the seal of the County to such documents and certificates as may be appropriate and to attest to the same and to execute and deliver such certificates as may be appropriate.

Section 5. The Board hereby requests the LGC to sell the Bonds at private sale and without advertisement in accordance with the provisions of Section 159-123 of the General Statutes of North Carolina.

Section 6. All actions heretofore taken by the officers or other representatives of CVMC, the Board of Trustees of CVMC and the County to effectuate the proposed financing including, but not limited to, (a) the selection of Nexsen Pruet, PLLC, as bond counsel, for both the County and CVMC, for the issuance of the Bonds and matters related thereto and (b) the actions of the Board of Trustees of CVMC in adopting their resolution dated January 25, 2021 relating to the proposed financing, are hereby ratified, approved and authorized pursuant to and in accordance with the transactions contemplated by the Financing Documents.

Section 7. This Resolution shall take effect immediately upon its passage.

Upon motion of Commissioner Isenhower, and unanimously carried, the Board approved the passage of the foregoing resolution entitled "RESOLUTION AUTHORIZING AND APPROVING THE ISSUANCE BY THE COUNTY OF ITS HOSPITAL REVENUE BONDS (CATAWBA VALLEY MEDICAL CENTER PROJECT), SERIES 2021, IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$36,000,000 AND AUTHORIZING THE EXECUTION AND DELIVERY OF RELATED DOCUMENTS IN CONNECTION THEREWITH."

I, Barbara Morris, Clerk to the Board of Commissioners for the County of Catawba, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of said Board at a regular meeting held on February 15, 2021, as relates in any way to the passage of a resolution (No. 2021-05) authorizing the issuance of hospital revenue bonds of said County and that said proceedings are recorded in Minute Book No. 55 of the minutes of said Board, beginning at page _____.

I DO HEREBY FURTHER CERTIFY that a schedule of regular meetings of said Board, stating that regular meetings of said Board are held on the first and third Mondays of each month at 7:00 p.m., (with such exceptions applicable thereto) in the Board of Commissioners Meeting Room in the Catawba County Justice Center in Newton, North Carolina, has been on file in my office as of a date not less than seven days before the day of said meeting in accordance with G. S. §143-318.12.

WITNESS my hand and corporate seal of said County this 15th day of February, 2021.

Clerk to the Board of Commissioners

b. A request for the Board to award its audit contract for fiscal year ending June 30, 2021 to Martin Starnes & Associates. North Carolina General Statute 159-34 requires that local governments have their financial accounts audited each fiscal year and submit a copy of the audit to the Local Government Commission.

Martin Starnes & Associates, an accounting firm located in Catawba County, has extensive experience auditing North Carolina local governments and has been the auditor for Catawba County since 2001. In FY 2020, the County requested proposals for auditing services and received responses from five auditing firms. Based on the profile of the firms, qualifications, audit approach, and firm references, the County accepted the proposal from Martin Starnes & Associates for a minimum of three years. The fee for fiscal year 2020-21 is \$65,000, an increase of \$2,000 over the prior fiscal year services. The County will pay an additional \$3,000 per major program audited for any more than five required major program audits.

As part of the engagement, Martin Starnes & Associates shall audit all statements and disclosures required by generally accepted accounting principles (GAAP) and additional required legal statements and disclosures of all funds and/or divisions of the County. After completing the audit, the firm will submit to the Board a written report of audit and furnish the required number of copies of the audit report as soon as practical after the close of the accounting period. Martin Starnes & Associates will communicate timely and directly to the Board on matters related to the financial statement audit that are, in the auditor's professional judgment, significant and relevant to the responsibilities of those charged with governance in overseeing the financial reporting process.

c. A request for the Board to approve lease agreements with Catawba Valley Behavioral Healthcare (CVBH) for County-owned properties located at 1108 Radio Station Rd., 1110 Radio Station Rd., 1116 Radio Station Rd., and 1118 Radio Station Rd. for a term of 1 year and also approve a Regulatory Agreement, Modification to Deed Restrictions, and MOU with CVBH.

Until recently, these cottages have been managed by Department of Social Services (DSS), serving as foster care facilities for youth in DSS custody. In recent years, foster care best practice shifted from group / residential care to a family-centered model. Quite simply, outcomes for children experiencing foster care fared better when a child was placed in a family rather than a group care environment. This trend was formally supported through the Federal Families First Prevention and Safety Act in 2017. Effective October 2021, Federal financial support for residential care will be phased out. As a result, DSS made the strategic decision to transition out of this service area. (The Department of Social Services Board is aware of and supportive of this change.) DSS made the commitment to not displace any of the children living in these cottages in order to execute this change. At this time, all of the youth have moved on to the next steps in their permanency plans.

In support of the *Healthy and Safe Community* component of the Board of Commissioners' Strategic Plan, staff has been working to develop local programs that address gaps identified in the Jail Diversion report produced by a work group of community partners, specifically: peer support – referrals and ongoing; re-entry planning and support; and transitional housing.

The newly vacant foster cottages present an opportunity for Catawba County to partner with CVBH to advance those goals in a targeted way, leveraging a County asset to amplify the impact of significant non-local funds. CVBH will use the homes to deliver structured transitional housing and peer support programs focusing on populations transitioning out of incarceration and those struggling with substance abuse. These structured programs leverage grants secured by both Catawba County (on behalf of CVBH) and Partners Behavioral Health Management for delivery of comprehensive opioid, stimulant, and substance abuse programs, peer support, and incarceration re-entry and support.

Based on the service and programmatic needs identified in the Jail Diversion report, this step to advancing the partnership between Catawba County and CVBH has the potential to be high-impact in addressing critical service gaps.

The cottage located at 1110 Radio Station Road, located on a stand-alone parcel, was built back in 1997 with grant funds from NC Housing Finance Agency, structured as a permanent mortgage. This funding source brought with it certain obligations in terms of eligible target population and how the home could be operated. NC Housing Finance Agency has approved the change in use from one serving emotionally and behaviorally disordered adolescents to transitional housing for adults. The other conditions associated with the grant still apply. For this reason, staff requested the approval of the Regulatory Agreement, Modification to Deed Restrictions, and MOU with CVBH. The following lease agreement applies:

STATE OF NORTH CAROLINA
COUNTY OF CATAWBA

LEASE AGREEMENT

THIS LEASE AGREEMENT, hereinafter "Lease," made this 15th day of February, 2021, by and between Catawba County, a political subdivision of the State of North Carolina, hereinafter "Lessor," and The Mental

Health Fund, Inc. d/b/a Catawba Valley Behavioral Healthcare, a North Carolina non-profit corporation and 501 (c)(3) agency organized and operated under the provisions of the Internal Revenue Code of 1954, hereinafter "Lessee".

WITNESSETH:

This Lease is made upon the following terms and conditions:

1. 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 all of the real property located at _____, Newton, North Carolina, and further described on attached Exhibit A, hereinafter "Property".
2. The term of this Lease shall be for 1 year, commencing on the 1st day of March, 2021 and ending the 28th day of February, 2022.
3. Lessee shall pay to Lessor the sum of Ten Dollar (\$10.00) each year of this Lease, due and payable on the 1st day of April, 2021.
4. Lessee, 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 Property.
5. Lessee shall indemnify and save Lessor harmless from and against any liability for personal injury or property damage arising from Lessee's use or occupation of the Property, including specifically liability for any personal injury or property damage suffered or allegedly suffered by employees, members, guests, clients, business invitees or social invitees of Lessee. Lessee shall also assume the burden and expense of defending all legal actions, 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, and shall extend to claims arising from such accidents which are either valid or groundless.
6. Lessee agrees and is solely responsible for all expenses and costs related to utilities, lawn care and cleaning services. All repairs shall be made by the Lessee, it being understood and agreed that the Property is being leased as it now stands. Lessee agrees to an annual property inspection conducted by the Lessor.
7. Lessee shall use the Property for the purposes set forth in its Articles of Incorporation, construed, applied and carried out in accordance with 501(c)(3) of the Internal Revenue Code of 1954.
8. No alterations or changes shall be made in the improvements on the Property without the written consent of the Lessor.
9. The Lessee covenants and agrees that it will take good care of the Property and upon the termination of this Lease will surrender the Property in as good order and condition as it is in at the beginning of this Lease, ordinary wear and tear excepted; and that it will make no unlawful or offensive use of the premises.
10. If during the term of this Lease the Property is so damaged by fire, tornado, or other catastrophe or casualty as to render the same uninhabitable, this Lease shall terminate.
11. Lessee agrees it will not assign this Lease or sublet all or any portion of the Property without the express written consent of Lessor.
12. Lessor shall continue to provide insurance coverage for the real property that is the subject of this Lease. Lessee shall provide liability insurance including coverage for all contents and personal property located within the Property and to cover any incident of personal injury that may occur on the Property. Certificates of such insurance shall be furnished by Lessee to Lessor at the time of, or before execution of this Lease, and annually thereafter for any extended term. Such certificates shall require the insurer issuing the underlying policy to provide Lessor with a minimum of thirty (30) days' notice prior to modification or cancellation of said policy. The maintenance of such insurance will not in any manner affect Lessee's obligation to indemnify Lessor as described herein. Lessee agrees that such insurance shall be primary, regardless of any other insurance coverage which Lessor may procure for its own benefit. Lessor shall be named as an additional insured on all such insurance policies.
13. If Lessee shall fail to comply with any provision or condition of this Lease upon its part to be kept and performed, 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 Property 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 to re-enter the Property, and again possess same as if this Lease had not been made, and all improvements to said real property shall become the property of Lessor, and everything herein contained on the part of Lessor to be done and performed shall cease and determine without prejudice.

14. Either party may terminate this Lease by providing no less than one hundred twenty (120) days written notice to the other party.

15. For all purposes hereunder, including payment of rental, the address of the parties hereto are as follows:

Lessor: Mick Berry, County Manager
Catawba County Government
PO Box 389
Newton, NC 2865

Lessee: _____
Catawba Valley Behavioral Healthcare
327 1st Ave NW
Hickory, NC 28601

16. It is expressly understood and agreed by and between the parties hereto that this Lease sets forth all the promises, agreements and understandings between them.

17. This Lease, and all covenants, provisions and conditions herein contained shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators and assigns. IN WITNESS WHEREOF, the parties hereunto have set their hands the day and year above first written.

d. A request for the Board to approve an amendment to Section 44-804 of the Unified Development Ordinance to authorize the Sheriff to remove abandoned vehicles from public property. The UDO required the Sheriff to obtain authorization from the Board of Commissioners before removing an abandoned vehicle from public property, including the Justice Center and Government Center. The amendment authorizes the Sheriff to remove an abandoned vehicle from public property at his discretion, subject to compliance with applicable North Carolina General Statutes. Sheriff Brown had no objections to this amendment. The following ordinance applies:

ORDINANCE NO. 2021 –01

BE IT ORDAINED that the Catawba County Code of Ordinances, Chapter 44 Unified Development Ordinance, Section 44-804 Abandoned and Junked Vehicles, be amended as follows:

Sec. 44-804. - Abandoned vehicle unlawful; removal authorized.

(a) It shall be unlawful for the registered owner or person entitled to possession of a motor vehicle or for the owner, lessee, or occupant of the real property upon which the vehicle is located to leave, or allow the vehicle to remain on the public property after it has been declared an abandoned vehicle.

(b) Upon investigation, if a motor vehicle is abandoned, as defined herein, on public property, the sheriff or his designee may direct the removal of the vehicle consistent with the provisions of N.C. Gen. Statute, § 153A-132.

This the 15th day of February, 2021.

e. A request from the Tax Administrator for Board approval of ten (10) releases totaling \$3,825.83, three (3) refunds totaling \$135.56 and sixty-four (64) Motor Vehicles Bill adjustments / refunds totaling \$6,461.82 requested during the month of January. North Carolina General Statute 105-381(b) states upon receipt of a taxpayer's written request for release or refund, the taxing unit's governing body has 90 days to determine whether the taxpayer's request is valid and to either approve the release or refund of the incorrect portion or to notify the taxpayer in writing that no release or refund will be made. Tax Office staff checked records and verified the legitimacy of the requests.

Chair Isenhower stated the consent agenda came in the form of a motion, which carried unanimously.

10. Departmental Report.

Finance.

County Manager Mick Berry, Martin, Starnes & Associates Partner Paula Hodges, and Interim Chief Financial Officer Jeanne Jarrett presented the 2019/20 Audit/Financial Report. Ms. Hodges reported that the County continues to deliver services in a sound fiscal manner. Commissioner Butler made a motion to accept the report. The motion carried unanimously.

11. Other Items of Business: None.

12. Manager's Report:

County Manager Mick Berry recommended the appointment of Karina Zamora as Clerk to the Board of Commissioners, effective March 1, 2021. Commissioner Barnes made a motion to approve this appointment; the motion carried unanimously. At the conclusion of this meeting, the Board recognized retiring Clerk Barbara Morris.

13. Attorneys' Report:

Deputy County Attorney Jodi Stewart presented a request from the North Carolina Department of Transportation for the abandonment of a portion of SR 1483, Punch Loop Road. She confirmed the abandonment was requested by the property owners. Commissioner Austin Allran made a motion to approve the request. The motion carried unanimously.

14. Adjournment. Upon a motion by Commissioner Allran, which unanimously carried, the Board adjourned the meeting at 8:25 p.m.

Randy Isenhower, Chair
Catawba County Board of Commissioners

Karina Zamora
County Clerk