

Regular Session, May 5, 2025, 7:00 p.m.  
Catawba County Board of Commissioners

**Closed Session**

Economic Development	371	05/05/25
----------------------	-----	----------

**Economic Development**

Claremont International Rail Park Select-Site Readiness Program Grant Agreement	344	05/05/25
---	-----	----------

**Emergency Services**

Pyrotechnics Permit Application-City of Claremont	357	05/05/25
---	-----	----------

**Finance**

2023 Landfill Compactor Rebuild Appropriation	342	05/05/25
---	-----	----------

Vehicle Accident Insurance Settlement Appropriations	342	05/05/25
--	-----	----------

**Ordinances**

Grant Project Ordinance for Helene Disaster Response and Recovery (Ordinance 2025-2)	371	05/05/25
---	-----	----------

**Parks**

FEMA Project – Riverbend Park Culvert Replacement Ordinance (Second Reading)	370	05/05/25
--	-----	----------

**Planning**

Map Review Officer Designation	369	05/05/25
--------------------------------	-----	----------

**Presentations**

Proclamation in Observance of Long View Lions Club 75 <sup>th</sup> Anniversary	336	05/05/25
---	-----	----------

Civic Leadership Academy Graduation	336	05/05/25
-------------------------------------	-----	----------

**Proclamations**

Proclamation in Observance of Long View Lions Club 75 <sup>th</sup> Anniversary	336	05/05/25
---	-----	----------

**Public Comment**

Kenyon Kelly	336	05/05/25
--------------	-----	----------

James Michael McRee	336	05/05/25
---------------------	-----	----------

Sherrill Watkins	336	05/05/25
------------------	-----	----------

**Public Health**

Public Health Medical Records Scanning Project	343	05/05/25
--	-----	----------

**Resolutions**

Resolution Declaring Surplus Property and Donation to Claremont Rescue Squad and Catawba Volunteer Fire Department (Resolution 2025-13)	341	05/05/25
--	-----	----------

Preliminary Assessment Resolution for Street Improvement Project for Mountain Creek Ridge Subdivision (Resolution 2025-14)	358	05/05/25
---	-----	----------

Amended Preliminary Assessment Resolution for Street Improvement Project- Langdon Ridge Subdivision (Resolution 2025-15)	364	05/05/25
---	-----	----------

Resolution Appointment of Map Review Officers (Resolution 2025-16)	369	05/05/25
--	-----	----------

**Social Services**

Community Child Protection and Fatality Prevention Team Annual Report	336	05/05/25
---	-----	----------

**Utilities and Engineering**

2023 Landfill Compactor Rebuild Appropriation	342	05/05/25
---	-----	----------

Preliminary Assessment Resolution: Mountain Creek Ridge Subdivision  
Road Improvement Project

On-Call Engineering Services for County's Solid Waste Facilities Master Agreements	357	05/05/25
Preliminary Assessment: Langdon Ridge Subdivision Road Improvements (Amended)	363	05/05/25
	363	05/05/25

The Catawba County Board of Commissioners met in Regular Session on Monday, April 5, 2025, at 7:00 p.m., in the Board of Commissioners Meeting Room, 2<sup>nd</sup> Floor, Catawba County Justice Center, 100 Government Drive, Newton, North Carolina.

Present were Chair Randy Isenhower, Vice-Chair Austin Allran, and Commissioners Robert C. Abernethy, Jr., Barbara G. Beatty, and Cole Setzer.

Also present were County Manager Mary S. Furtado, Assistant County Manager Paul Murray, Assistant County Manager Justin Merritt, County Attorney Jodi Stewart, Assistant County Attorney Josh Teague, and County Clerk Dale Stiles.

1. Chair Randy Isenhower called the meeting to order at 7:00 p.m., noting a quorum was present.
2. Vice-Chair Austin Allran led the Pledge of Allegiance.
3. Commissioner Cole Setzer offered the invocation.
4. Commissioner Robert C. Abernethy, Jr., made a motion to approve the Minutes from the Board's Regular Meeting of April 21, 2025. The motion carried unanimously.
5. Recognition of Special Guests:  
Chair Isenhower welcomed everyone present.
6. Public Comments.  
Kenyon Kelly came forward requesting the relocation of the monument on the grounds of the 1924 Courthouse. James Michael McRee came forward requesting the monument on the grounds of the 1924 Courthouse not be moved. Sherrill Watkins came forward in opposition of Mr. Kelly's comments.
7. Presentations.
  - a. Commissioner Cole Setzer presented a Proclamation in Observance of Long View Lions Club 75<sup>th</sup> Anniversary to Jim Peugh, President, Dawson Hart, Lions District 31-L Governor, Liz Hart, AliceFaye Peugh and Thom Hutchens with Long View Lions Club.
  - b. Chair Isenhower and Board presented certificates to the 2025 Civic Leadership Academy graduates.
8. Department Reports.  
Social Services.  
Social Services Child Protective Services Program Manager Jessica Ford and Public Health Nursing Supervisor Marianne Vogel request the Board of Commissioners accept the statutorily required annual report of the Community Child Protection & Fatality Prevention Team (CCPT & CFPT), approve the priorities, and authorize submittal of this required information to the State. Staff also requested the Board of Commissioners approve the designation of Catawba County as a single county local team.

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

responsibilities for each team and the Board of County Commissioners decides if there will be a team for each area or if they will be combined.

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

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

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

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

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

Representative	Name/Title
<b>State Mandated</b>	
Dept of Social Services Director	Karen Harrington Director, Catawba County Social Services
Social Services Staff Member	Jessica Ford (Co-Chair) CPS Program Manager, DSS
Law Enforcement Member (Appointed by County Commissioners)	Sheriff Don Brown Subcommittee Designee: Lieutenant Michael Hoyle
Attorney from District Attorney's Office (Appointed by County Commissioners)	Scott Reilly District Attorney – 36 <sup>th</sup> District Designee: Nancy R. Lee, Assistant District Attorney

Executive Director of Community Action Agency or Designee	Adrienne Opdyke Executive Director, Children's Advocacy and Protection Center
Local School Superintendents or Designees	Catawba County Schools – Designee: Maria Ballard, Director of Student Services
	Newton-Conover Schools – Designee: Paula Sigmon, School Psychologist for Student Services
	Hickory City Schools – Designee: Angela Simmons, Assistant Superintendent Student Support & Operations
Dept of Social Services Board Member (Appointed by Chair of DSS Board)	Sherry Butler DSS Board Chair
Mental Health Professional	Paul Holden Community Ops, Partners Behavioral Health Management
Guardian ad Litem Coordinator or Designee	Amy Jackson-Kincaid, MDiv District Administrator, GAL Program, 36 <sup>th</sup> District
Health Director	Jennifer McCracken Health Director, Catawba County Public Health
Health Care Provider (Appointed by the Board of Health)	Trish H. Beckman, RN, CNM, MPH, NEA-BC Director of Maternity Services – CVMC
EMS Provider or Firefighter (Appointed by the County Commissioners)	Sylvia Fisher Emergency Medical Services Manager
District Court Judge (Appointed by Chief District Judge)	District Court Judge – 36 <sup>th</sup> District
County Medical Examiner (Appointed by Chief Medical Examiner)	Designee: VACANT
Representative of Local Child Care Facility or Head Start Program (Appointed by Director of DSS)	Janie Connor Executive Director, Community Ridge Daycare
Parent of Child who died	VACANT

prior to 18 <sup>th</sup> Birthday (Appointed by County Commissioners)	
<b>Other Members</b>	
Law Enforcement – Hickory Police Dept (Appointed by County Commissioners)	Captain Jeff Young Criminal Investigations Division Commander Hickory PD
Dept of Social Services CPS (Appointed by County Commissioners)	Jessica Hatley CPS Social Work Supervisor, DSS
Public Health (Appointed by County Commissioners)	Marianne Vogel, BSN, RN, NCSN (Subcommittee Chair) School Health Nursing Supervisor
Other Member (Appointed by County Commissioners)	Jessi Kirby Coordinator, Safe Kids Coalition, Catawba Valley Health System
Other Member (Appointed by County Commissioners)	Mark Bumgarner (Co-Chair) Executive Director, United Way
Staff Support Member(s) County CFPT Review Coordinator	Debra A. Young & Karina Zamora (Backup) Catawba County Public Health

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

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

- Pinwheels for Prevention - Child Abuse Awareness Month
  - Vigil at Zahra Baker - Kiwanis Park
  - Community-wide distribution of "mandated reporter" infographic – All adult citizens in NC are mandated to report suspected child abuse and neglect.

Catawba County Child Fatality Prevention Team (CFPT)

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

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

Social Services Data Related to Child Abuse/Neglect:

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

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

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

CCPT/CFPT Priorities for 2025:

- Continued focus and education regarding infant safe sleep and early prenatal care
  - Focus on unsafe sleep infant deaths and impact related to caretaker substance use
- Continue to look at infant and teen deaths related to illegal substances

- Continue to strengthen guidance and education for understanding mandatory reporting laws for abused, neglected, or dependent children

After the presentation, there was a brief discussion. Commissioner Beatty recommended the Board of Commissioners accept the statutorily required annual report of the Community Child Protection & Fatality Prevention Team (CCPT & CFPT), approve the priorities, authorize submittal of this required information to the State and approve the designation of Catawba County as a single county local team. The motion carried unanimously.

9. Consent Agenda.

County Manager Mary Furtado presented the following eleven items under the consent agenda. Chair Isenhower asked if any commissioner wished for an item to be broken out of the consent agenda for individual consideration. None was requested.

a. The Finance and Personnel Subcommittee recommended the Board of Commissioners adopt a resolution declaring two vehicles surplus and authorizing the purchasing manager to transfer the property to the public safety agencies; specifically: a 2017 Chevrolet Tahoe to Claremont Rescue Squad; and a 2017 Chevrolet Tahoe to Catawba Volunteer Fire Department.

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

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

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

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

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

The following resolutions applies:

RESOLUTION No. 2025-13  
DECLARATION OF SURPLUS PROPERTY AND DONATION TO CLAREMONT  
RESCUE SQUAD AND CATAWBA VOLUNTEER FIRE DEPARTMENT

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

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

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

THEREFORE, the Catawba County Board of Commissioners resolves that:

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

This the 5<sup>th</sup> day of May, 2025.

**b.** The Finance and Personnel Subcommittee recommended the Board of Commissioners transfer insurance settlement funds and previously appropriated project funds to rebuild a 2023 Caterpillar 826K compactor that was declared a total loss after a fire; approve a sole source exemption for the compactor rebuild's procurement; and authorize the County Manager or her designee to execute all required documents associated with this service work.

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

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

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

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

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

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

Supplemental Appropriation:

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

Transfer:

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

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

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

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

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

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

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

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

SUPPLEMENTAL APPROPRIATION

Revenue:

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

*Expense:*

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

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

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

Supplemental Appropriation*Revenue:*

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

*Expense:*

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

e. The Finance and Personnel Subcommittee recommended the Board of Commissioners accept and appropriate due diligence grant funds in the amount of \$477,800; and approve the County Manager to execute the grant agreement as provided and required by the Economic Development Partnership of NC, Inc.

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

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

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

surveys, geotechnical reports, etc. This request was funded, and now the County must accept the funds and execute the grant agreement to utilize the funding.

Supplemental Appropriation

*Revenue:*

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

*Expense:*

410-460100-868417-18035	Site Readiness Grant	\$477,800
-------------------------	----------------------	-----------

*A copy of the agreement is hereto attached:*

**ECONOMIC DEVELOPMENT PARTNERSHIP  
OF NORTH CAROLINA, INC.**

**SELECTSITE READINESS PROGRAM DUE DILIGENCE GRANT AGREEMENT**

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

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

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

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

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

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

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

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

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

a. Grant Amount for Due Diligence Activities:

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

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

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

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

**2. Confirmation of Eligibility/Permissible use of Funds.**

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

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

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

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

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

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

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

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

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

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

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

N/a. No other special conditions required.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to EDPNC:

Economic Development Partnership of North Carolina, Inc.

Attn:

150 Fayetteville St., Suite 1200

Raleigh, North Carolina 27601

Garrett.wyckoff@edpnc.com

Melissa.smith@edpnc.com

Michael.ebert@edpnc.com

If to Grantee:

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

With copy to:

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

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

ECONOMIC DEVELOPMENT PARTNERSHIP OF NORTH CAROLINA, INC.



By:

Its: Senior Vice President, Business Recruitment &

Development Date: April 14, 2025

[GRANTEE]

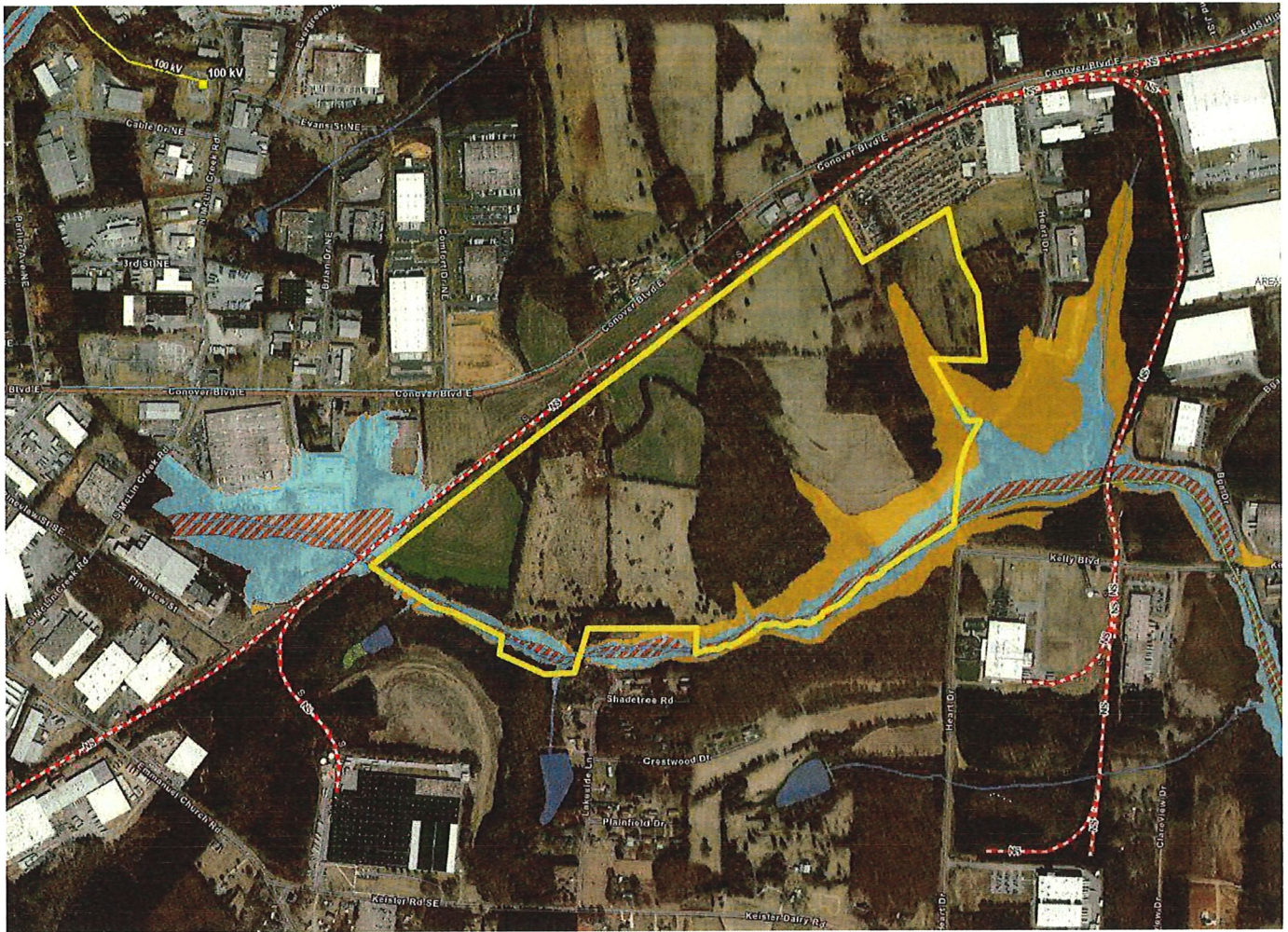
By \_\_\_\_\_

Its \_\_\_\_\_

Date: \_\_\_\_\_

Attachment A

See Next Page



Attachment B  
Approved Grant Activities

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

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

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

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

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

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

Resolution #2020-17 created the petition-driven program to upgrade privately maintained secondary roads to meet NCDOT standards, thereby converting road maintenance responsibility from private homeowners to NCDOT. As statutorily permitted, the cost of improvements may be assessed against the property owners and recouped over a 10-year period, through the special assessment process. To participate in the program, a minimum 75 percent of the homeowners to be assessed must voluntarily sign a petition supporting the project. The owners who sign the petition must account for at least 75 percent of the road frontage to be improved through the assessment.

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

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

The streets are approximately 21 years old and are generally in poor condition for pavement of this age. To bring the roads up to North Carolina Department of Transportation standards, objects within the right-of-way will be removed; most sections of pavement will be milled 1.5 inches and overlaid with 1.5 inches of asphalt. Certain sections of pavement will be milled 2.0 inches; the gravel base will be reconditioned and after passing a proof roll test, will be overlaid with 1.5 inches of asphalt. Some sections of pavement will not be milled and will be overlaid with 1.0 inches of asphalt. The cost of this work is estimated to be \$282,000.00, or about \$6,130.00 per lot. The final cost and per lot assessment remains unknown until the project is bid and constructed.

The table below summarizes the statutory process for establishing private road assessments and, for the items that have already been completed, provides the dates on which the Board of Commissioners took each required action. The table also outlines the remaining steps the Board will still need to take to implement the assessment (*noted in italics*).

NCGS §	Date	Action Items
153A-205	4/1/2025	Citizens petition BOC with >75% of property owners & >75% of road frontage.
153A-190 & 153A-191	5/5/2025	BOC accepts Citizen Petition, makes funding decision and adopts Preliminary Resolution describing the Project, financing and setting time for Public Hearing.
153A-192	6/2/2025	<i>BOC holds Public Hearing on Preliminary Assessment Resolution.</i>
153A-192	6/2/2025	<i>BOC considers adopting Final Resolution approving Project, setting financing terms.</i>
143-131	<i>tbd</i>	<i>Project is bid in accordance with NC Procurement Procedures.</i>
143-131	<i>tbd</i>	<i>Bid awarded.</i>
153A-193 & 194	<i>tbd</i>	<i>BOC determines Project Total Cost, sets date and time for Public Hearing on the Preliminary Assessment Rolls.</i>
153A-195	<i>tbd</i>	<i>BOC holds Public Hearing on the Preliminary Assessment Rolls annuals, confirms Preliminary Assessment Rolls. If confirmed, Tax Administrator is authorized to collect assessment fees in same manner as property taxes.</i>

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

*The following resolution applies:*

RESOLUTION No. 2025-14  
PRELIMINARY ASSESSMENT RESOLUTION  
FOR STREET IMPROVEMENT PROJECT  
FOR MOUNTAIN CREEK RIDGE SUBDIVISION  
MAY 5, 2025

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

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

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

*Objects within the right-of-way will be removed; most pavement sections will be milled 1.5 inches and overlaid with 1.5 inches of asphalt; certain sections of pavement will be milled 2.0 inches, the base reconditioned and overlaid with 1.5 inches of asphalt; some sections of pavement will not be milled and overlaid with 1.0 inches of asphalt; and*

WHEREAS, the Director of Utilities and Engineering for Catawba County has certified to the Catawba County Board of Commissioners that said petition is sufficient in all respects, the same having been duly signed by more than seventy-five percent (75%) of the affected owners, whose property represents more than seventy-five percent (75%) of all the lineal feet of frontage of the lands abutting upon the streets or portion of streets hereinabove described.

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

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

*Objects within the right-of-way will be removed; most pavement sections will be milled 1.5 inches and overlaid with 1.5 inches of asphalt; certain sections of pavement will be milled 2.0 inches, the base reconditioned and overlaid with 1.5 inches of asphalt, some sections will not be milled and overlaid with 1.0 inches of asphalt;*

under and by virtue of Chapter 153A Article 9 of the General Statutes of North Carolina and the procedure therein established for acceptance into the NCDOT State system for highway maintenance.

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

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

4. Within 30 days of publication of notice of confirmation of the final assessment role, the assessments shall be payable in full, or if any property owner shall so elect, such owner shall have the option of paying the assessment in ten (10) equal annual installments, said installments to bear interest at the proposed rate of 1.5% percent per annum.
5. A public hearing on all matters covered by this resolution shall be held at 7:00 p.m. on the 2nd day of June, 2025, in the Board of Commissioners Meeting Room, 2<sup>nd</sup> floor of the Catawba County Justice Center, 100 Government Dr. in Newton, North Carolina.

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

The County, and its officers, agents and attorneys are hereby directed to take any further actions as may be required by the laws of the State of North Carolina to perform the matters and things directed by this Resolution.

Adopted the 5th day of May, 2025.

*A copy of the Certificate as to Sufficiency of Petition for Improvement is hereto attached:*

CERTIFICATE AS TO SUFFICIENCY  
OF PETITION FOR IMPROVEMENT

TO: THE CATAWBA COUNTY BOARD OF COMMISSIONERS

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

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

IN WITNESS THEREOF, I affix my hand and seal.

This the 16th day of April 2025.

  
Peter M. Shonka, Director Utilities and Engineering

*A copy of the NCDOT Acceptance Letter is hereto attached:*



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

JOSH STEIN  
GOVERNOR

JOEY "J.R." HOPKINS  
SECRETARY

April 16, 2025

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

Dear Mr. Shonka,

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

Sincerely,

DocuSigned by:  
*Travis Jordan*  
3736B5E303564F6...  
Travis R Jordan, P.E.  
District Engineer  
Division 12, District 3

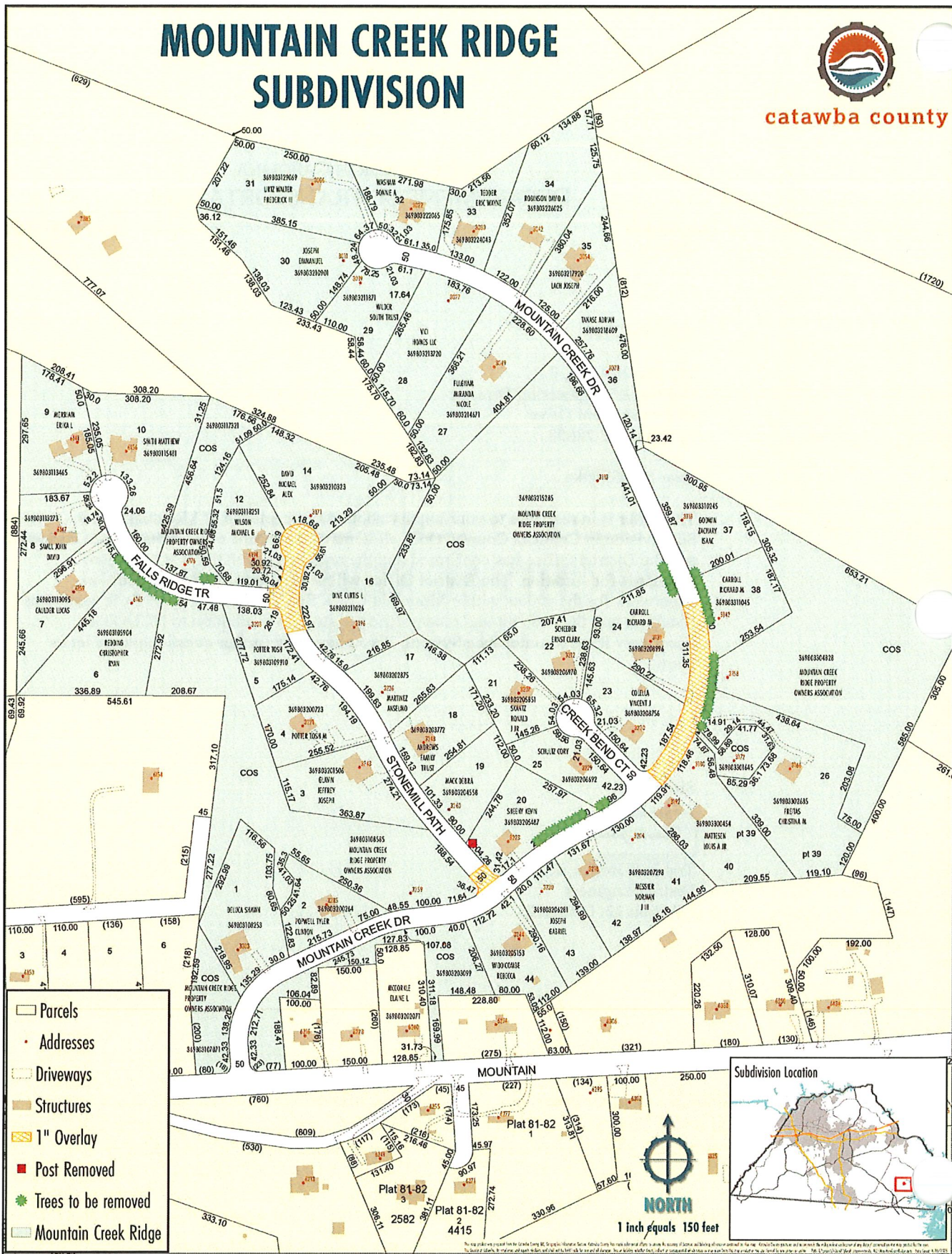
TRJ:jljk  
Cc: file

*Mailing Address:*  
NC DEPARTMENT OF TRANSPORTATION  
DISTRICT 3 OFFICE  
1031 EAST GASTON STREET  
LINCOLNTON, NC 28092

*Telephone:* 704-748-2400  
*Fax:* 704-748-2403  
*Customer Service:* 1-877-368-4968

*Website:* [ncdot.gov](http://ncdot.gov)

*A copy of Mountain Creek Ridge Subdivision is hereto attached:*



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

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

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

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

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

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

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

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

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

Resolution #2020-17 created the petition-driven program to upgrade privately maintained secondary roads to meet NCDOT standards, thereby converting road maintenance responsibility from private homeowners to NCDOT. As statutorily permitted, the cost of improvements may be assessed against the property owners and recouped over a 10-year period, through the special assessment process. To participate in the program, a minimum 75 percent of the homeowners to be assessed must voluntarily sign a petition supporting the project. The owners who sign the petition must account for at least 75 percent of the road frontage to be improved through the assessment.

Langdon Ridge subdivision is located at the end of Langdon Road in unincorporated Catawba County. The property owners of that portion of Langdon Ridge subdivision fronting on Langdon Road filed with the

Utilities & Engineering Department a petition for improving the streets. The portion of Langdon Ridge subdivision included in the petition consists of eight (8) lots. A petition was signed by the property owners of all eight (8) lots representing approximately 836.64 lineal feet (100%) of total frontage.

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

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

The street is approximately 29 years old and is generally in poor condition for pavement of this age. To bring the roads up to North Carolina Department of Transportation standards, objects within the right-of-way will be removed; the pavement will be milled 1.5 inches and overlaid with 1.5 inches of asphalt. The cost of this work is estimated to be between \$35,000 and \$40,000, or about \$4,375.00 to \$5,000.00 per lot. The final cost and per lot assessment remains unknown until the project is bid and constructed.

The table below summarizes the statutory process for establishing private road assessments and, for the items that have already been completed, provides the dates on which the Board of Commissioners took each required action. The table also outlines the remaining steps the Board will still need to take to implement the assessment (*noted in italics*).

<b>NCGS §</b>	<b>Date</b>	<b>Action Items</b>
153A-205	2/18/2025	Citizens petition BOC with >75% of property owners & >75% of road frontage.
153A-190 & 153A-191	4/7/2025	BOC accepts Citizen Petition, makes funding decision and adopts Preliminary Resolution describing the Project, financing and setting time for Public Hearing.
153A-190 & 153A-191	5/5/2025	BOC accepts Citizen Petition, makes funding decision and adopts amended Preliminary Resolution describing the Project, financing and setting time for Public Hearing.
153A-192	5/19/2025	<i>BOC holds Public Hearing on Preliminary Assessment Resolution.</i>
153A-192	5/19/2025	<i>BOC considers adopting Final Resolution approving Project, setting financing terms.</i>
143-131	<i>tbd</i>	<i>Project is bid in accordance with NC Procurement Procedures.</i>
143-131	<i>tbd</i>	<i>Bid awarded.</i>
153A-193 & 194	<i>tbd</i>	<i>BOC determines Project Total Cost, sets date and time for Public Hearing on the Preliminary Assessment Rolls.</i>
153A-195	<i>tbd</i>	<i>BOC holds Public Hearing on the Preliminary Assessment Rolls annuals, confirms Preliminary Assessment Rolls. If confirmed, Tax Administrator is authorized to collect assessment fees in same manner as property taxes.</i>

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

*The following resolution applies:*

AMENDED RESOLUTION No. 2025-15  
AMENDED PRELIMINARY ASSESSMENT RESOLUTION  
FOR STREET IMPROVEMENT PROJECT  
FOR LANGDON RIDGE SUBDIVISION

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

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

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

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

WHEREAS, the Director of Utilities and Engineering for Catawba County has certified to the Catawba County Board of Commissioners that said petition is sufficient in all respects, the same having been duly signed by more than seventy-five percent (75%) of the affected owners, whose property represents more than seventy-five percent (75%) of all the lineal feet of frontage of the lands abutting upon the streets or portion of streets hereinabove described; and

WHEREAS, the purpose for amending the Resolution dated April 7, 2025, is to set the date for the public hearing on matters contained in this Resolution on May 19, 2025, instead of May 5, 2025, as stated in the original Resolution.

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

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

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

under and by virtue of Chapter 153A Article 9 of the General Statutes of North Carolina and the procedure therein established for acceptance into the NCDOT State system for highway maintenance.

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

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

4. Within 30 days of publication of notice of confirmation of the final assessment role, the assessments shall be payable in full, or if any property owner shall so elect, such owner shall have the option of paying the assessment in ten (10) equal annual installments, said installments to bear interest at the proposed rate of 1.5% percent per annum.
5. A public hearing on all matters covered by this Resolution shall be held at 7:00 p.m. on the 19th day of May, 2025, in the Board of Commissioners Meeting Room, 2<sup>nd</sup> floor of the Catawba County Justice Center, 100 Government Dr. in Newton, North Carolina.

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

The County, and its officers, agents and attorneys are hereby directed to take any further actions as may be required by the laws of the State of North Carolina to perform the matters and things directed by this Resolution.

Adopted the 5th day of May, 2025.

*A copy of the Certificate of Sufficiency is hereto attached:*

CERTIFICATE AS TO SUFFICIENCY  
OF PETITION FOR IMPROVEMENT

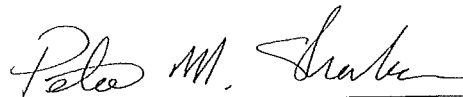
TO: THE CATAWBA COUNTY BOARD OF COMMISSIONERS

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

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

IN WITNESS THEREOF, I affix my hand and seal.

This the 7th day of March, 2025.



Peter M. Shonka, Director Utilities and Engineering

*A copy of the NCDOT Acceptance Letter is hereto attached:*



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

JOSH STEIN  
GOVERNOR

JOEY "J.R." HOPKINS  
SECRETARY

March 7, 2025

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

Dear Mr. Shonka,

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

Sincerely,

DocuSigned by:  
*Travis R Jordan*  
3736B5E303564F6...  
Travis R Jordan, P.E.  
District Engineer  
Division 12, District 3

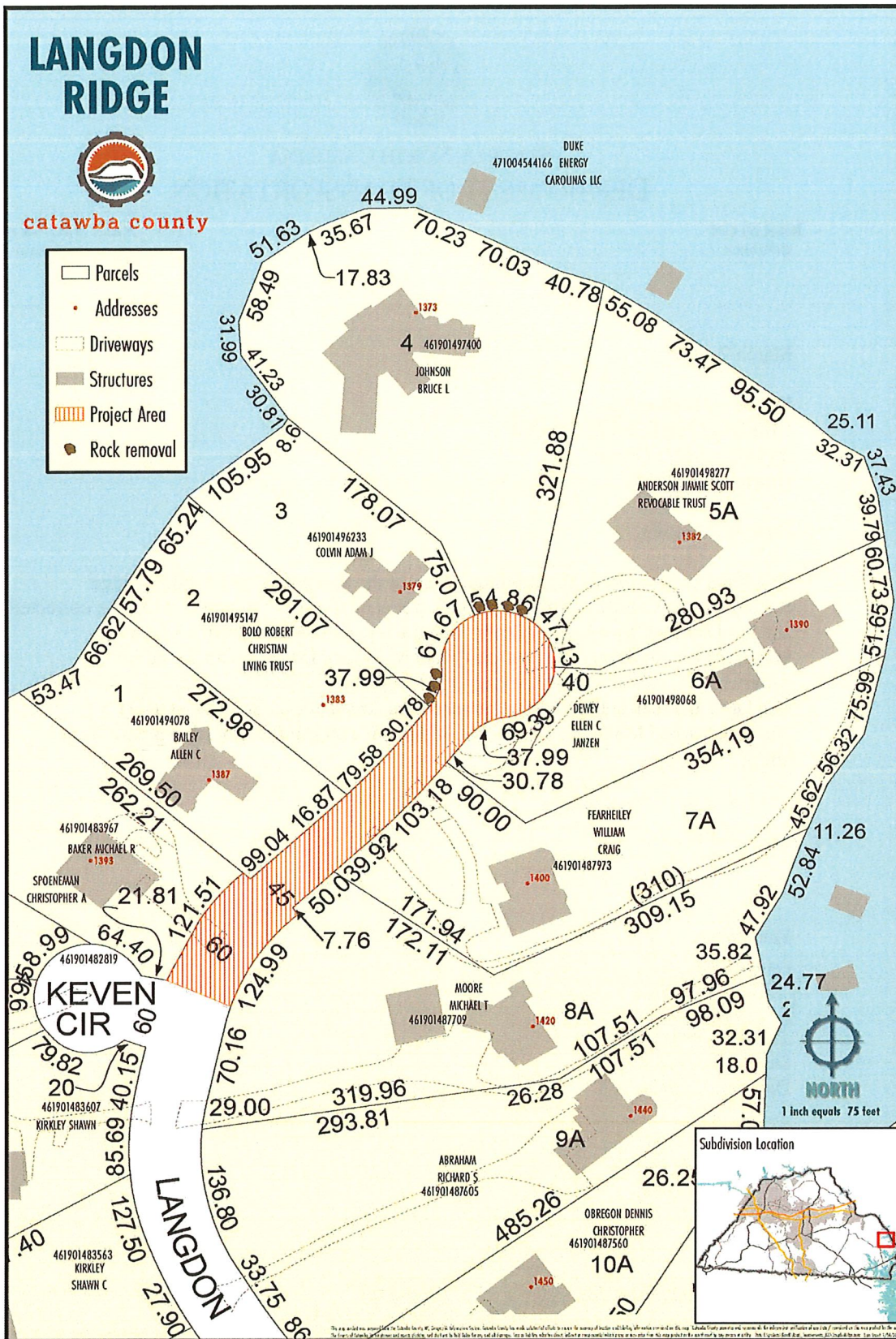
TRJ:jlk  
Cc: file

Mailing Address:  
NC DEPARTMENT OF TRANSPORTATION  
DISTRICT 3 OFFICE  
1031 EAST GASTON STREET  
LINCOLNTON, NC 28092

Telephone: 704-748-2400  
Fax: 704-748-2403  
Customer Service: 1-877-368-4968

Website: [ncdot.gov](http://ncdot.gov)

A copy of the Langdon Ridge Project Map is hereto attached;



j. Staff recommended the Catawba County Board of Commissioners amend the list of Map Review Officers by adoption of a resolution.

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

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

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

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

The following resolution applies:

RESOLUTION #2025-16  
APPOINTMENT OF MAP REVIEW OFFICERS

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

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

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

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

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

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

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

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

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

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

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

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

Adopted this the 5th day of May 2025.

k. The Finance and Personnel Subcommittee recommended the Board of Commissioners appropriate funds to establish the Riverbend Park culvert replacement project, which will be reimbursed by FEMA and; authorize the County Manager to submit a letter to FEMA requesting construction of a bridge to replace the culvert at Riverbend Park as an alternate project and; adopt a grant project ordinance for the Riverbend Park culvert replacement project.

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

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

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

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

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

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

The FEMA federal share of the project is \$164,700 (or 90%), while the state share is \$18,300 (or 10%). Once final approvals are processed by FEMA, the County can begin the procurement process and enter into design and construction contracts not to exceed the alternate project total cost of \$183,000.

Appropriation

Revenue

410-460100-640150 FEMA-Disaster Recovery Funds \$183,000

Expenditure

410-460100-988000-18037 Riverbend Park Culvert Replacement \$183,000

*The following ordinance applies:*

ORDINANCE# 2025-2

Grant Project Ordinance for Helene Disaster Response and Recovery

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

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

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

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

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

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

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

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

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

This the 5<sup>th</sup> day of May, 2025.

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

10. Other Items of Business. None.

11. Manager's Report. None.

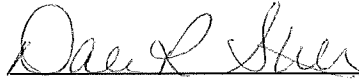
12. Attorney's Report.

County Attorney Jodi Stewart requested the Board consider moving into Closed Session pursuant to North Carolina General Statutes 143-318.11(a) (3) to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged; (4) to discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations; and (5) to establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease. Attorney Stewart did not anticipate any action upon return to open session. Commissioner Abernethy made a motion to enter closed session for that purpose. The motion carried unanimously.

13. Adjournment. No further action was taken. Upon a motion by Commissioner Abernethy, which unanimously carried, the meeting was adjourned at 7:58 p.m.



Randy Isenhower, Chair  
Catawba County Board of Commissioners



Dale R. Stiles  
County Clerk