

Regular Session, August 4, 2025, 7:00 p.m.
Catawba County Board of Commissioners

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The Catawba County Board of Commissioners met in Regular Session on Monday, August 4, 2025, at 7:00 p.m., in the Board of Commissioners Meeting Room, 2nd Floor, Catawba County Justice Center, 100 Government Drive, Newton, North Carolina.

Present were Chair Randy Isenhower, Vice-Chair 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. Chair Isenhower led the Pledge of Allegiance.
3. Vice-Chair Austin Allran offered the invocation.
4. Commissioner Robert C. Abernethy, Jr., made a motion to approve the Minutes from the Board's Regular Meeting of July 21, 2025. The motion carried unanimously.
5. Recognition of Special Guests:
Chair Isenhower welcomed everyone present.
6. Public Comments.
Michael McRee came forward and spoke in favor of all three school systems merging and requested the monument on the grounds of the 1924 Courthouse not be removed. Sherrill Watkins came forward and spoke about NCCS enrollment decline and school merger, and requested the monument on the grounds of the 1924 Courthouse not be removed.
7. Appointments.
Upon a recommendation by Chair Isenhower that came in the form of a motion which unanimously carried, the Board reappointed Jeffrey P. Bronnenberg for an eighth term to the Alcohol Beverage Control Board, with a term expiration of August 31, 2028.
Upon a recommendation by Commissioner Barbara G. Beatty that came in the form of a motion which unanimously carried, the Board appointed Tamara "Tami" Hefner, to fill the unexpired term of Meredith Willis, to the WPCOG Aging Advisory Committee, with a term expiration of June 30, 2026.
8. Presentations.
 - a. 4-H Youth Development Extension Agent Lisa Ortiz introduced 4-H Juntos Participant and Catawba County Delegate Zaira Mendoza, who then presented the Catawba County Youth Voices NCACC Youth Delegate Presentation.
 - b. Carolina Thread Trail Director Bret Baronak presented to the Board the South Fork Passage State Trail Presentation. After Mr. Baronak's presentation, Vice-Chair Allran confirmed trails pass through some urban areas.

Commissioner Beatty made a motion to approve the resolution supporting creation of the South Fork Passage State Trail. The motion carried unanimously.

The following resolution applies:

No. 2025-28
RESOLUTION
SUPPORTING CREATION OF THE SOUTH FORK PASSAGE STATE TRAIL

WHEREAS, the Catawba County Board of Commissioners' Strategic Plan recognizes the critical impact natural amenities have on overarching quality of life, driving overall population growth, greater tax base investments, increased property values, and community prosperity; and

WHEREAS, North Carolina's State Trails Program offers abundant opportunities to experience some of the state's most magnificent landscapes; and

WHEREAS, the South Fork Corridor, which runs from Catawba County through Lincoln County to Gaston County, uniquely ties our communities together; and

WHEREAS, the South Fork River is already linked by a network of paddle and land trails and provides rich cultural, historical, natural, economic, and recreational value to residents of our community; and

WHEREAS, our population of 1667,054 continues to grow, increasing the demand for recreational opportunities; and

WHEREAS, the creation of the South Fork Passage State Trail would improve the quality of life for current residents and attract new economic opportunity to our community.

NOW THEREFORE, BE IT RESOLVED the Board of Commissioners of Catawba County supports the creation of the South Fork Passage State Trail.

Adopted the 4th day of August, 2025.

9. Department Reports.

Economic Development Corporation.

Catawba County Economic Development Corporation President Scott Millar requested the Board of Commissioners consider approval of the amendment to the Economic Development Agreement between Catawba County and Gusmer Enterprises.

In April 2021, Catawba County entered into an Economic Development Agreement (EDA) with Gusmer Enterprises through which Gusmer committed to invest \$38.2 million and create 73 new jobs. This investment was being driven by planned construction of a 145,500 square foot manufacturing facility in Trivium Corporate Center for production of media and devices for filtering liquids for use in food, beverage and pharmaceutical industries. The EDA stipulated that Gusmer close on the property within 4 months of executing the agreement, and required Gusmer's \$38.2 million investment in facility construction, machinery, equipment and furniture and fixtures to be completed by December 31, 2025, and maintained through December 31, 2028. It also required job creation to occur by December 31, 2023, with an accompanying job maintenance period.

Following approval of the EDA, Gusmer closed on the property, met the requirements of the Job Creation Period, but failed to maintain the required jobs in 2024 and 2025. Accordingly, the parties are entering into this agreement to extend the deadline for Gusmer to comply with the Job Creation Period required by the EDA. The amendment extends the deadline for the required job creation to December 31, 2026, and the subsequent jobs maintenance period to December 31, 2028.

Vice-Chair Allran made a motion to approve the amendment to the Economic Development Agreement between Catawba County and Gusmer Enterprises. The motion carried unanimously.

The following amended agreement applies:

FIRST AMENDMENT TO
CATAWBA COUNTY AND GUSMER ENTERPRISES, INC.
ECONOMIC DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO CATAWBA COUNTY AND GUSMER ENTERPRISES, INC. ECONOMIC DEVELOPMENT AGREEMENT (this "Agreement") is entered into as of August __, 2025, by and among CATAWBA COUNTY, a North Carolina body politic, having a mailing address of P.O. Box 389, Newton, NC 28658 (the "County"); and GUSMER ENTERPRISES, INC., a New Jersey corporation qualified to do business in the State of North Carolina, having a mailing address of 1165 Globe Avenue, Mountainside, NJ 07092 ("Gusmer") (the County and Gusmer being collectively referred to as the "Parties" and individually referred to as a "Party").

RECITALS

The County and Gusmer previously entered into that certain "Catawba County and Gusmer Enterprises, Inc. Economic Development Agreement" dated April 13, 2021 (the "EDA") pursuant to which Gusmer agreed to close on Lot 6 of the Trivium Corporate Center business park (the "Project Site") no later than one hundred twenty (120) days from approval of the EDA, make or cause to be made certain real property improvements and install or cause to be installed certain machinery, equipment, and trade fixtures used to assemble, manufacture, and process business-related goods and services (the "Improvements") at the Project Site by December 31, 2025, maintain the Improvements at least through December 31, 2028 (the "Capital Maintenance Period"), and create and maintain a minimum of seventy-three (73) new jobs at its operation within the Project Site at least through December 31, 2023 (the "Jobs Maintenance Period"). Following approval of the EDA, Gusmer closed on the Project Site, met the requirements of the Job Creation Period, but failed to maintain the required jobs in 2024 and 2025. Accordingly, the Parties are entering into this Agreement to extend the deadline for Gusmer to comply with the Job Creation Period required by the EDA. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such term in the EDA.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

A. MODIFICATIONS

Detailed below are amendments the Parties are making to the EDA. Except where a covenant or provision in the EDA is explicitly amended, all covenants and provisions in the EDA shall remain in full force and effect.

1. SECTION I - COMPANY. Paragraphs 1 and 4 of Section I of the EDA are hereby amended to read as follows:

1. Upon execution of this Agreement, the Company shall deliver to County an amended certificate confirming that the Company intends that construction and installation of the Improvements by the Company will result in the creation, maintenance and availability of a minimum of Seventy-three (73) net new jobs at the Facility in the County on or before December 31, 2026 and continue through December 31, 2028 and that the overall average annual wage for the new jobs at the Facility will equal or exceed Forty Four Thousand Dollars (\$44,000). The Company affirms its understanding of, and agrees to comply with, the Calendar of Responsibilities as outlined in Attachment C, attached hereto and incorporated herein by reference. Such certificate shall be substantially in the form of the certificate attached to this Agreement as Attachment C.

4. The Company shall create a minimum of Seventy-Three (73) new jobs in the County at the Facility by December 31, 2026 (the "Jobs Creation Period"), and maintain these jobs as defined herein at least through December 31, 2028 (the "Jobs Maintenance Period"). For the purposes of this Agreement, new jobs in the County at the Facility includes employees who are assigned to and paid from the Company's Facility in Catawba County, but who may work from a home office within a commuting region (60-mile radius) of Catawba County. A job is defined as employment that provides Sixteen Hundred (1600) hours or more of work in any Twelve (12) month period.

Except for the modifications made herein, the provisions of SECTION I - COMPANY of the EDA are unchanged.

2. SECTION III - FORCE MAJEURE, EVENTS OF DEFAULT AND REMEDIES. Paragraph 11.c.i.1. of Section III of the EDA is hereby amended to change the Job Maintenance Period to 12/31/2026 to 12/31/2028. In addition, the first two paragraphs immediately following Paragraph 11.c.i.2. are hereby amended as follows:

The Company shall pay an amount equal to the percentage of job creation not achieved during the Jobs Creation Period multiplied by One Million Two Hundred Thousand Dollars (\$1,200,000) less the amount of receipts received by the County from the Company's annual payment of personal and real property taxes. The calculation required by this Paragraph is illustrated in the following example.

As an example, at the end of the Jobs Maintenance Period should Company achieve 90% of the agreed upon jobs (66) as outlined in this Agreement, the Company would have failed to maintain 10% of the commitment, and the total incentive value was \$1,200,000, Company would be required to repay 10% of the calculated incentive, equaling a repayment amount of \$120,000. The example calculation shown does not include deduction of annual payments of personal and real property taxes from the total incentive to get the remaining balance of the incentive value.

Except for the modifications made herein, the provisions of SECTIONS II and III - COUNTY of the EDA are unchanged.

Attachment C. Subparagraph (b) of Attachment C to the EDA shall be amended to read as follows: "(b) Gusmer Enterprises intends to create, maintain and make available a minimum of Seventy Three (73) new jobs prior to December 31, 2025 and maintain those jobs through December 31, 2028, and the overall average annual wage of which will equal or exceed Forty Four Thousand Dollars (\$44,000)."

Except for the modifications made herein, the provisions of Attachment C of the EDA are unchanged.

B. MISCELLANEOUS

1. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and all of which when taken together shall constitute one and the same Agreement.
2. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without reference to the conflicts of law or choice of law principles thereof.

August 4, 2025, MB#57

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

County of Catawba,
A North Carolina Body Politic

Attest:
(SEAL)

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

Dale R. Stiles, County Clerk

STATE OF NORTH CAROLINA
COUNTY OF CATAWBA

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

Witness my hand and seal this _____ day of _____, 2025.

{Seal}

Notary Public

My commission expires: _____

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

Mary Morrison, Catawba County Finance Director

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

Jodi Stewart, County Attorney

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

GUSMER ENTERPRISES, INC.
a New Jersey corporation

By: _____
_____, _____

STATE OF _____
COUNTY OF _____

I, _____ a Notary Public of said County and State, do certify that _____, _____ Title _____, personally appeared before me this day and acknowledged on behalf of Gusmer Enterprises, Inc. the voluntary due execution of the foregoing document, all for the purposes therein expressed.

Witness my hand and notarial stamp or seal, this _____ day of _____, 2025.

Notary Public

[AFFIX NOTARIAL SEAL]

My Commission Expires: _____

10. Public Hearings.

a. Social Services Adult Services Program Manager Heather Ball requested the Board of Commissioners conduct a public hearing to consider submission of a grant for the enhanced mobility of seniors and individuals with disabilities (Federal Section 5310) to the NC Department of Transportation and consider adoption of a proposed resolution authorizing the Social Services Director to submit the grant.

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

The 5310 program requires submission of two separate grants, one for trips originating in urban areas and one for trips originating in rural areas. This application, which is for trips originating in rural areas, is submitted to the Department of Transportation annually.

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

Catawba County is once again requesting a total of \$250,000 for transportation originating from rural areas in FY July 1, 2026-June 30, 2027.

Staff anticipates approximately 9,000 one-way trips will be provided to an estimated 60-115 individuals for the period of the grant (July 1, 2026-June 30, 2027). Many of our seniors will utilize transportation for multiple purposes, and a large percentage of the target population will utilize transportation daily. Providing transportation will continue to allow older adults the opportunity and the choice to remain active and involved in the community.

If the Federal 5310 Grant funding is not available, the Catawba County Senior Nutrition Program would not be able to transport seniors to Congregate Meal Sites (Seniors Morning Out), which provide a lunch meal Monday through Thursday, along with health and wellness activities, education, and fellowship. Additionally, transportation for seniors or adults with disabilities for other essential activities would not be available. Last year, of the seniors who attended Seniors Morning Out, over 38% relied on the transportation this grant provided to get to and from the site locations. In addition, 28% of seniors who attend Seniors Morning Out are living at or below the Federal poverty level, and 52% currently live alone. Last year, approximately 337 seniors participated in the program, and 21,037 meals were served.

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

After Ms. Ball's presentation, there were no questions. Commissioner Beatty confirmed there are currently five locations for Seniors Morning Out and location changes can occur when interest/participation increases in a particular area. Chair Isenhower opened the public hearing. With no one coming forward the Chair closed the public hearing. Commissioner Cole Setzer made a motion to submit a grant for the enhanced mobility of seniors and individuals with disabilities (Federal Section 5310) to the NC Department of Transportation, and consider adoption of a proposed resolution authorizing the Social Services Director to submit the grant. The motion carried unanimously.

The following resolution applies:

RESOLUTION No. 2025 - 30
PUBLIC TRANSPORTATION PROGRAM RESOLUTION
FY 2027 RESOLUTION

Section 5311 (including ADTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof.

Applicant seeking permission to apply for Public Transportation Program funding, enter into agreement with the North Carolina Department of Transportation, provide the necessary assurances and the required local match.

A motion was made by Commissioner Cole Setzer and a second was not required for the adoption of the following resolution, and upon being put to a vote was duly adopted.

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

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

WHEREAS, the purpose of these transportation funds is to provide grant monies to local agencies for the provision of rural, small urban, and urban public transportation services consistent with the policy requirements of each funding source for planning, community and agency involvement, service design, service alternatives, training and conference participation, reporting and other requirements (drug and alcohol testing policy and program, disadvantaged business enterprise program, and fully allocated costs analysis); and

WHEREAS, the funds applied for may be Administrative, Operating, Planning, or Capital funds and will have different percentages of federal, state, and local funds.

WHEREAS, non-Community Transportation applicants may apply for funding for "purchase-of-service" projects under the Capital Purchase of Service budget, Section 5310 program.

WHEREAS, Catawba County Government hereby assures and certifies that it will provide the required local matching funds; that its staff has the technical capacity to implement and manage the project(s), prepare required reports, obtain required training, attend meetings and conferences; and agrees to comply with the federal and state statutes, regulations, executive orders, Section 5333 (b) Warranty, and all administrative requirements related to the applications made to and grants received from the Federal Transit Administration, as well as the provisions of Section 1001 of Title 18, U. S. C.

WHEREAS, the applicant has or will provide all annual certifications and assurances to the State of North Carolina required for the project;

NOW, THEREFORE, be it resolved that Director of Social Services of Catawba County Government is hereby authorized to submit grant application(s) for federal and state funding in response to NCDOT's calls for projects, make the necessary assurances and certifications and be empowered to enter into an agreement with the NCDOT to provide rural, small urban, and urban public transportation services.

I, Dale R. Stiles, County Clerk, do hereby certify that the above is a true and correct copy of an excerpt from the minutes of a meeting of the Catawba County Board of Commissioners duly held on the 4th day of August, 2025.

Adopted the 4th day of August, 2025.

b. American Fuji Seal Economic Development Agreement. A public hearing was advertised for consideration of an economic development agreement with American Fuji Seal. After the notice was published, American Fuji Seal's legal team requested a change in contractual terms; therefore, formal approval of the agreement

will be delayed until a later date. However, procedurally a public hearing must be held. Chair Isenhower opened the public hearing. With no one coming forward the Chair closed the public hearing.

11. Consent Agenda.

County Manager Mary Furtado presented the following five 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 accept and appropriate grant funds in the amount of \$ 37,993 to the Catawba County Library from a Federal IMLS, Library Services Technology Act (LSTA) EZ Grant.

In May 2021, the Board of Commissioners adopted the Catawba County Library Strategic Plan that lays out priorities for 2021 through 2025. The three major goals embedded in the strategic plan, which were driven by the results of a comprehensive community needs assessment and intensive input process, include:

- Connect: bringing people together with empowering high-quality resources.
- Explore: fostering the community's passions for discovery, knowledge, and personal growth.
- Grow: collaboratively addressing critical challenges facing the community by providing equitable access to the tools, resources, and spaces people need to succeed and thrive.

The need for a strategic planning project is driven by the evolving needs of our community and the approaching expiration of our current plan in 2026. The library must have current strategic plan to remain eligible to receive State Aid funds.

With this grant the library will work with the Library Strategies consulting firm to implement a strategic planning initiative to align library services with the evolving needs of the community. Since the last strategic plan (2019-2020), significant societal changes, such as digital expansion and shifting workforce demands, have highlighted the need for a refreshed, data-driven approach. This project will engage the community through surveys, focus groups, and outreach to ensure a user-centered planning process. With support from Library Strategies, the library will create a five-year strategic plan and a one-year roadmap with clear, measurable goals. The plan will guide improvements in literacy, workforce development, health, digital access, and civic engagement, strengthening services, advocacy, and partnerships to keep the library a vital community resource.

Revenue		
110-810050-631916	\$37,993	LSTA Grant Scholarship
Expenditure		
110-810050-841051	\$37,993	LSTA Grant Scholarship

b. The Finance & Personnel Subcommittee recommended the Board of Commissioners approve a bid award for construction of the Agricultural Resource and Education Center to Neill Grading and Construction Company, Inc., of Hickory, North Carolina, in an amount not to exceed \$4,016,250; and authorize the County Manager to execute contract documents for this project.

The current NC Cooperative Extension functions are housed within the old hospital, and are comprised of Cooperative Extension Service, NC Forestry Service, and the Soil & Water Conservation District, and associated meeting room, lab, and office space, as well as outdoor demonstration garden space. Together, these entities are referred to as the Agricultural Resource Center. In 2019, the County initiated a review of the existing structure and services, and it was determined the most cost-effective way to meet the needs of these agencies and their customers was through a different facility, rather than renovating the existing hospital. In 2020 and early 2021, staff gathered community input from staff, partners, and more than 500 citizens through Zoom meetings, surveys and interviews, and assessed potential locations based on outreach results and feasibility.

Catawba County Schools (CCS) also had a need to explore options for the Catawba Rosenwald Education Center due to facility conditions, which makes the cost of repairs not feasible. CCS and the County have been in discussions regarding options to address this facility need, and it has been determined that relocation of the school is more cost-effective and will provide a better learning environment for students.

On June 12, 2024, Catawba County purchased the building for the new site from Catawba Valley Community College. The new site location is 2760 US Hwy 70 SE, Hickory, North Carolina.

On September 3, 2024, Catawba County contracted with ADW Architects, P.A., to provide the architectural design for this project.

On June 16, 2025, Catawba County issued a Public Advertisement for Bids to solicit bid responses from licensed contractors interested in providing construction services for the construction of the new Agricultural Resource and Education Center.

On July 10, 2025, all bids received were publicly opened and read. A total of seven (7) bid responses were received. The results of those bid responses are as follows:

Bidders	Total Bid Amount
Neill Grading and Construction Company, Inc.	\$4,016,250.00
Gais Construction, Inc.	\$4,357,829.00
Moss-Marlow Building Co., Inc.	\$4,402,700.00
Swinerton Builders	\$4,567,500.00
Hickory Construction Company	\$4,742,850.00
Wilkie Construction Company SE, Inc.	\$5,017,950.00
Miles-McClellan Construction Company, Inc.	\$5,217,450.00

Neill Grading and Construction Company, Inc., with its principal office located in Hickory, North Carolina, is the lowest responsible and responsive bidder. The construction will take approximately Three Hundred Sixty-Five (365) days, with a completion date on or about August 6, 2026.

c. The Finance and Personnel Subcommittee and the Board of Trustees of Catawba Valley Medical Center recommended the Board of Commissioners approve two easements on CVMC property, one for Duke Energy and the other for the City of Hickory.

In June, the CVMC Board of Trustees, upon recommendation by the CVMC Building and Grounds Subcommittee, approved the following easements:

1. Duke Energy Easement – Duke Energy is proposing to install a new guy pole and down guy wire on CVMC's property located at 3114 West Main Street in Claremont. Before Duke Energy can construct the improvements and potentially clear and/or remove trees, it needs to obtain an easement from the property owners.
2. City of Hickory Easement - The City of Hickory is planning to construct sidewalks along both sides of 12th Avenue NE and Springs Road NE between 16th Street NE/Sandy Ridge Road and McDonald Parkway and needs to obtain a temporary construction easement from CVMC and the County. The project is scheduled to begin this fall, with the acquisition phase for the required easements taking place currently. A map of the property affected by the easement is attached.

Because Catawba County holds title to CVMC's real property, the County must also approve the easements. Pursuant to NCGS §160A-273, a county may grant easements over county property for these purposes.

d. The Policy & Public Works Subcommittee recommended the Board of Commissioners adopt the Assistance Policy and Procurement/Disbursement Policy, Western Piedmont Council of Governments (WPCOG) Administration Agreement, and Project Budget Ordinance for the 2026 North Carolina Housing Finance Agency Urgent Repair Grant of \$165,000.

Catawba County applied for an Urgent Repair Grant (URP) through the North Carolina Housing Finance Agency (NCHFA) for \$165,000 in December 2024 and received funding in March 2025. This grant will help a minimum of twelve (12) homeowners with emergency repair housing items. These funds can be used for urgent needs such as leaking roofs, non-functional heating units, septic tank repair, accessibility, etc. Due to a shortage of contractors, most of the work will be new roofs or HVAC systems.

Below you will find the 2026 NCHFA Urgent Repair Grant Assistance Policy and Procurement/Disbursement Policy for Catawba County's Urgent Repair Program. These policies outline how the URP grant will be administered. This is the 17th URP grant that the County has received.

Also incorporated below is the WPCOG Administrative Agreement for Catawba County's Urgent Repair Program and the Project Budget Ordinance. The County is allowed to spend up to \$15,000 or less on rehab of a house of which NCHFA allows up to \$2,500 per house for administration, work write-ups and inspections. The WPCOG contract is for \$30,000 which averages out to about \$2,500 or less a house. The remaining \$135,000 will be used for rehabilitation for urgent needs. WPCOG has an ongoing waiting list of eligible homeowners and work from that list. The ordinance shows the revenues and expenditures for the project. The WPCOG agreement is for the administration of the grant.

REVENUES

North Carolina Housing Finance Agency-URP

NCHFA-URP	\$165,000
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EXPENDITURES

North Carolina Housing Finance Agency-URP

Rehabilitation-URP	\$135,000
WPCOG/Administration	<u>\$ 30,000</u>
	\$165,000

The following Assistance Policy applies:

Catawba County Assistance Policy For the 2026 Cycle of the Urgent Repair Program

What is the Urgent Repair Program? Catawba County has been awarded \$165,000 by the North Carolina Housing Finance Agency ("NCHFA") under the 2026 cycle of the Urgent Repair Program ("URP26"). This program will be used to provide urgent repair funds to twelve (12) homes scattered throughout all of Catawba County, including all towns, cities, and municipalities with the exception of the City of Hickory in the 2025-2026 fiscal year. This program provides funds to assist very-low and low-income households with special needs in addressing housing conditions which pose imminent threats to their life and/or safety or to provide accessibility modifications and other repairs necessary to prevent displacement of very-low and low-income homeowners with special needs such as frail elderly and persons with disabilities.

This Assistance Policy describes who is eligible to apply for assistance under URP26 how applications for assistance will be rated and ranked, what the form of assistance is and how the repair/modification process will be managed. Catawba County has tried to design this URP26 project to be fair, open, and consist with its approved application for funding and with NCHFA's URP Program Guidelines.

The funds provided by NCHFA come from the North Carolina Housing Trust Fund and agency funds.

Eligibility To be eligible for assistance under URP26 applicants:

- 1) must reside within the limits of Catawba County and own and occupy the home in need of repair.
- 2) must have a household income which does not exceed 50% of each County's median income for the household size (see income limits below)
- 3) must have a household member who has a special need (i.e., elderly - at least 62 years old, military veteran, handicapped or disabled, a single parent with at least one dependent child living at home, a large family with ≥ 5 household members or a child below the age of six in a house with lead hazards.
- 4) must have urgent repair needs, which can not be met through other state or federally- funded housing assistance programs

URP26 Income Limits for Catawba County

Number in Household	30% of Median (very-low income)	50% of Median (low income)
1	\$19,950	\$33,250
2	\$22,800	\$38,000
3	\$25,650	\$42,750
4	\$28,500	\$47,500
5	\$30,800	\$51,300
6	\$33,100	\$55,100
7	\$35,350	\$58,900
8	\$37,650	\$62,700

*Income limits are subject to change based on annually published HUD HOME Limits and will be updated each year. This update will not require a re-approval of the governing authority.

Advertisement of Urgent Repair Program Catawba County will either advertise or will publish an article in the local newspaper serving Catawba County (The Hickory Daily Record or The Observer News Enterprise, at senior centers throughout the County, Soup Kitchens, and the County's website. Western Piedmont Council of Governments (WPCOG) administers the County's URP Programs and has retained names of individuals who have in the past requested housing assistance by placing them on an ongoing waiting list.

Selection of applicants

Income and property ownership will be verified, and eligibility requirements be determined.

The applicants from each county selected to receive assistance through the WPCOG Urgent Repair Program will be selected on a first-come, first-to-qualify, first-served basis within appropriate income categories. Due to a shortage of contractors and materials, roofing and heating/air systems jobs will be given priority since those jobs can be sub-contracted out.

Under NCHFA Program Guidelines, a minimum of 50% of households assisted must have incomes which are less than 30% of the area median income for the household size (very low-income), and no household with an income exceeding 50% of the area median income (low-income) will be eligible.

In the event of a life-threatening situation, a household could be served immediately. A life-threatening situation would be a house whose water source has stopped working such as a well but could hook up to municipal water if available, no wells will be installed. Also, a septic tank overflowing in the back yard or backing up in the house. The septic tank could be replaced, or the house could hook to municipal sewer if available. A Plumbing leak under the house from leaky copper pipes could be considered. A roof that is leaking or a HVAC system that has quit working also would qualify as a life-threatening situation.

Recipients of assistance under the URP26 will be chosen by the above criteria without regard to race, religion, sex, color, national origin, disability, or familial status of the owners or occupants.

The definitions of special needs' populations under URP26 are:

- *Elderly*: An individual aged 62 or older.
- *Disabled*: A person who has a physical, mental, or developmental disability that greatly limits one or more major life activities, has a record of such impairment, or is regarded as having such an impairment. A person whose sole impairment is alcoholism or drug addiction shall not be considered handicapped or disabled under the URP26.
- *Large Family*: A large family household is composed of five or more individuals; at least four are immediate family members.
- *Head of Household*: The person or persons who own(s) the house.
- *Household Member*: Any individual who is an occupant (defined below) of the unit to be rehabilitated shall be considered a "household member" (the number of

household members will be used to determine household size and all household members except full-time students are subject to income verification).

- *Occupant*: An occupant is defined as any immediate family member (mother, father, spouse, son/daughter of the head of the household, regardless of the time of occupancy); or non-immediate family member who has resided in the dwelling at least 3 months prior to the submission of the family's application.
- *Single-Parent Household*: A household in which one and only one adult resides with one or more dependent children.
- *Child with elevated blood lead level*: a child below the age of six living in the applicant house which contains lead hazards.
- ***Military veteran*: A person who served in the active military, naval, or air service, and who was discharged or released therefrom under conditions other than dishonorable. The term 'military' for the purposes of URP eligibility shall be defined as: Army, Navy, Air Force, Marine Corps, and Coast Guard; as a commissioned officer of the Public Health Service; or as a commissioned officer of the National Oceanic and Atmospheric Administration (NOAA) or its predecessors.

Client Referrals for Support Services: From the beginning when a client/applicant calls in or walks in the office for assistance, the Housing Program Manager screens and puts the client/applicant on the current waiting list. At the present time, there are close to 100 names on the list just for Catawba County that are needing some type of housing repair work done. During that call or the face-to-face intake where they have been put on the waiting list, other options for housing and other non-housing needs will be discussed. The Housing Program Manager will discuss at length the various resources and programs that are available to the client/applicant. Printed materials about the available services will be given to the applicant. The client/applicant is given the other agencies' name and phone numbers to contact and with the applicant's permission, the Housing Program Manager will contact the agency on behalf of the client to ensure that the services and assistance needed are available. A case management system will be in place that will provide follow-up of these services. The Housing Program Manager will contact the agency to be certain that these services were provided to the applicant. Agencies in the referral network include the Department of Social Services (food stamps, fuel assistance, other assistance); Health Department (healthcare); Home Health Care Agencies (health care and housekeeping); County and Private Transportation Agencies; Senior Centers (socialization, resources); County Tax Offices (Homestead Act for reduced property tax); local crisis centers (food, clothing and emergency services); Congregate Nutrition Sites (meals, socialization, health promotion); Veterans Administration (benefits); Duke Power (reduced rates for SSI head of households); telephone services (discounts with initial hookup and on monthly bills); Independent Living (accessibility modifications for the handicapped); Blue Ridge Community Action (weatherization assistance); Legal Aid of NC; Foothills Service Project (housing and home improvements for older and disabled adults in Catawba County); and Hospice (respite care). Social Service has referred elderly and disabled clients needing urgent housing needs.

Once the client has turned in their application and income/ownership has been verified, an inspection is scheduled to see what housing needs are needed at that time. During that inspection, other non-housing needs are discussed again such as applying for county tax exemption; foods stamps; getting their Medicare supplement paid for; etc. The WPCOG for Catawba County receives on average 3 calls a week for housing rehabilitation.

What is the form of assistance under URP26? Catawba County will provide assistance to homeowners, whose homes are selected for repair/modification, in the form of a **loan**. Homeowners will receive an **unsecured deferred, interest-free loan**, forgiven at a rate of \$5,000 per year, until the principal balance is reduced to zero.

What is the amount of the loan? The amount of the loan will depend on the scope of work necessary to address the identified imminent threats to life and/or safety, and that will be determined by WPCOG's Rehabilitation Administrator. There is no minimum amount of the loan; however, the maximum life-time limit according to the guidelines of URP26 is \$15,000, which includes hard and soft/admin costs.

What kinds of work will be done? Only repairs that address imminent threats to the life and/or safety of occupants of the dwelling unit or accessibility modifications will be performed under the Catawba County's URP. It should be noted that all deficiencies in a home may not be rectified with the available funds. The URP26 program does not obligate Catawba County or the North Carolina Housing Finance Agency to make the home conform to any local, state, or federal housing quality standards.

****Roofs for single wide and double wide mobile homes will be considered on a case-by-case basis after being inspected by Community Development Staff.**

All work that is completed under URP26 must meet or exceed the NC Residential Building Code.

Who will do the work on the homes? Catawba County is obligated under URP26 to ensure that quality work is done at reasonable prices and that all work is contracted through a fair, open and competitive process. To meet those very difficult requirements, Catawba County will invite bids only from contractors who are part of an "approved contractors' registry".

To be on the registry, contractors must (1) fill out an application form, listing several references and recent jobs completed, (2) have North Carolina Renovation, Repair and Painting Firm Certification, (3) receive the "conditional approval" of Catawba County. Once a contractor who has been conditionally approved has successfully completed one job for the Catawba County, his or her status is upgraded to "regular approval", meaning that they will be allowed to bid on a regular rotation as long as they remain in good standing. (Homeowners who know of quality rehabilitation contractors that are not on Catawba County's Approved Contractors Registry are welcome to invite them to apply.)

A minimum of three approved contractors will be invited to bid on each job, and the lowest responsive and responsible bidder will be selected for the contract. "Responsive

and responsible" means the contractor (1) is deemed able to complete the work in a timely fashion, and (2) that the bid is within 15% (in either direction) of the WPCOG's cost estimate.

In the case of a life-threatening emergency, bids may be solicited by telephone or facsimile. (Explanation of life-threatening situations is under Selection of Applicants).

What are the steps in the process, from application to completion?

- 1. Completing an application form:** Apply by contacting Laurie Powell, Housing Program Manager, Western Piedmont Council of Governments at 828-485-4249. Proof of ownership and income will be required. Those who have applied for housing assistance from Catawba County in the past will not automatically be reconsidered. A new application will need to be submitted.
- 2. Screening of applicants:** Household income will be verified for program purposes only (information will be kept confidential). Ownership of property will be verified.
- 3. Preliminary inspection:** The WPCOG's Rehabilitation Housing Inspector, Joel Herman, and Housing Program Manager, Laurie Powell will visit the homes of potential loan recipients to determine the need and feasibility of repairs/modifications. The Eligibility Certificate will be completed at this time. All parts of the home must be made accessible for inspection, including the attic and crawlspace, if any. The owner should report any known problems such as electrical short circuits, blinking lights, roof leaks and the like. The owner will be provided detailed information on assistance, program repair/modification standards and the contracting procedures associated with the project.
- 4. Applicant interviews:** Approved applicants will be provided detailed information on assistance, program repair/modification standards and the contracting procedures associated with their project at this informational interview. If the staff determines the need for support services, those services will be explained at this time.
- 5. Work Write-up:** The Rehabilitation Housing Inspector will prepare complete and detailed work specifications (known as the "work write-up"). A final cost estimate will also be prepared by the Housing Program Manager and held in confidence until bidding is completed.
- 6. Bidding:** The work write-up and bid documents will be mailed to a minimum of three contractors on the Approved Contractors' Registry who will be given one week in which to inspect the property and prepare bid proposals. The names of the invited contractors will be supplied to the homeowner. Each will need access to those areas of the house in which work is to be performed, in order to prepare a bid. A bid opening will be conducted at the WPCOG's Community Development Office at a specified date and time, with all bidders and the homeowner invited to attend.
- 7. Contractor selection:** Within 24 hours of the bid opening, after reviewing bid breakdowns and timing factors, the winning bidder will be selected. All bidders and the homeowner will be notified of (1) the selection, (2) the amount, (3) the amount of

the WPCOG's cost estimate, and (4) if other than the lowest bidder is selected, of the specific reasons for the selection.

- 8. Execution of loan and contract:** A promissory note will be executed as well as the repair/modification contract. This contract will be between the contractor and the homeowner, with the County/WPCOG signing as an interested third party. The cost of the actual work and project related support costs up to (\$1,500) with the maximum amount not to exceed **\$15,000** will be included in the loan document.
- 9. Pre-construction conference:** A pre-construction conference will be held at the home. At this time, the homeowner, contractor, and program representatives will discuss the details of the work to be done. Starting and ending dates will be agreed upon, along with any special arrangements such as weekend or evening work hours and disposition of items to be removed from the home (such as old plumbing, etc.). Within 24 hours of the pre-construction conference, the County/WPCOG will issue a "proceed order" formally instructing the contractor to commence by the agreed-upon date.
- 10. Construction:** The contractor will be responsible for obtaining any required building permits for the project before beginning work. The permit must be posted at the house during the entire period of construction. Program staff will closely monitor the contractor during the construction period to make sure that the work is being done according to the work write-up (which is made a part of the rehabilitation contract by reference) and in a timely fashion. Code Enforcement Officers will inspect new work for compliance with the State Building Code as required by the guidelines of URP26. The homeowner will be responsible for working with the contractor toward protecting personal property by clearing work areas as much as practicable.
- 11. Change Orders:** All changes to the scope of work must be reduced to writing as a contract amendment ("change order") and approved by all parties to the contract: the owner, the contractor and two representatives (one from the WPCOG and one from Catawba County). If the changes require an adjustment in the loan amount, a loan modification stating these changes in the contract amount must be completed by Catawba County/WPCOG and executed by the owner. If there is a reduction in the contract price from the deletion of an item, an Estoppel will be issued showing the new decreased loan amount.
- 12. Payments to contractor:** The contractor will be paid following inspection of and satisfactory completion of all items on the work write-up, as well as, the receipt, by Catawba County, of the contractor's invoice and a release of liens, signed by all any sub-contractors employed on the job and by all material suppliers from whom materials for the job were purchased.
- 13. Post-construction conference:** Following construction the contractor and the Housing Program Manager will sit down with the homeowner one last time. At this conference the contractor will hand over all the owners' manuals and warranties on equipment. The contractor and Housing Program Manager will go over operating and maintenance requirements for any new equipment installed and discuss general

maintenance of the home with the homeowner. The homeowner will have the opportunity to ask any final questions about the work.

14. Closeout: Once each item outlined in Program Guidelines section 3:13 has been satisfied and the homeowner has signed a Certificate of Satisfaction, the job will be closed out.

What are the key dates? If, after reading this document, you feel that you qualify for this program and wish to apply, please keep the following dates in mind:

- Applications available to the public starting fall of 2025.
- All work will be under contract by December 31, 2026.
- All rehabilitation work must be completed by January 31, 2027.

How do I request an application? Just contact:

Laurie Powell (828-485-4249)
Western Piedmont Council of Governments
P.O. Box 9026
Hickory, NC 28603
laurie.powell@wpcog.org

Is there a procedure for dealing with complaints, disputes and appeals? Although the application process and repair/modification guidelines are meant to be as fair as possible, Catawba County realizes that there is still a chance that some applicants or participants may feel that they are not treated fairly. The following procedures are designed to provide an avenue for resolution of complaints and appeals.

During the application process:

1. If an applicant feels that his/her application was not fairly reviewed or rated and would like to appeal the decision made about it, he/she should contact Laurie Powell within five days of the initial decision and voice his/her concern. If the applicant remains dissatisfied with the decision, the detailed complaint should be put into writing.
2. Any complaint and/or appeal must be submitted in writing to Catawba County Program Housing Program Manager at the following address:

Housing Program Manager-Laurie Powell
Catawba County Urgent Repair Program
C/O Catawba County Planning
P.O. Box 389
Newton, NC 28658
Phone: (828)485-4249
TDD Relay # 1-800-735-2962

3. A written appeal must be made within 12 business days of the initial decision on an application.
4. Catawba County will respond in writing to any complaints or appeals within 12 business days of receiving written comments.

During the repair/modification process:

1. If the homeowner feels that repairs or modifications are not being completed according to the contract, he/she must inform the contractor and the Rehabilitation Administrator.
2. The Housing Program Manager will inspect the work in question. If he finds that the work is not being completed according to contract, the Housing Program Manager will review the contract with the contractor and ask the contractor to remedy the problem.
3. If problems persist, a mediation conference between the homeowner and the contractor may be convened by the Housing Program Manager and facilitated by Catawba County.
4. Should the mediation conference fail to resolve the dispute, the Housing Program Manager will render a written final decision.
5. If the Housing Program Manager finds that the work is being completed according to contract, the complaint will be noted, and the Housing Program Manager and the homeowner will discuss the concern and the reason for the Rehabilitation Administrator's decision.

Will the personal information provided remain confidential? Yes. All information in applicant files will remain confidential. Access to the information will be provided only to the WPCOG employees and Catawba County employees who are directly involved in the program, the North Carolina Housing Finance Agency, and auditors.

What about conflicts of interest? No officer, employee or other public official of the Catawba County, or member of the Commissioners Board, or entity contracting with the Catawba County who exercises any functions or responsibilities with respect to URP26 shall have any interest, direct or indirect, in any contract or subcontract for work to be performed with program funding, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. Relatives of Catawba County employees, Commissioners Board Members and others closely identified with Catawba County or the WPCOG may be approved for rehabilitation assistance only upon public disclosure before the Catawba County Commissioners Board and written permission from NCHFA.

What about favoritism? All activities under URP26 including rating and ranking applications, inviting bids, selecting contractors, and resolving complaints, will be conducted in a fair, open and non-discriminatory manner, entirely without regard to race, creed, sex, color or national origin.

Who can I contact about URP26? Any questions regarding any part of this application or program should be addressed to:

Laurie Powell (828-485-4249)
Western Piedmont Council of Governments
PO Box 9026
Hickory, NC 28603
laurie.powell@wpcog.org

Copies of all referenced materials contained in this Assistance Policy may be obtained from Catawba County, 120-A SW Blvd, PO Box 389, Newton, NC 28658.

These contacts will do their utmost to answer questions and inquiries in the most efficient and correct manner possible.

This Assistance Policy is adopted on the 4th day of August 2025.

Attest

Chair, County Commissioners

The following Disbursement Policy applies:

**CATAWBA COUNTY
URGENT REPAIR PROGRAM (URP 26)
PROCUREMENT AND DISBURSEMENT POLICY**

PROCUREMENT POLICY

1. To the maximum extent practical, Catawba County promotes a fair, open and competitive procurement process as required under the North Carolina Housing Finance Agency's Urgent Repair Program (URP). Bids are invited from Contractors who are part of Catawba County's approved contractor registry. (To be on the registry, a contractor must complete an application, have their recent work inspected, reviewed and approved by the Housing Program Manager and submit proof of insurance.) Any contractor listed with and approved by Catawba County and in good standing will receive automatic approval status on the contractor registry.
2. At least three eligible contractors on Catawba County's approved contractor registry shall be invited to bid on each job and the lowest responsive and responsible bidder shall be selected for the contract. "Responsive and responsible" means (a) the contractor is deemed able to complete the work in a timely fashion, (b) the bid is within 15%, in either direction, of the WPCOG's cost estimate, and (c) there is no conflict of interest (real or apparent). Additionally, all contractors working on pre-1978 units must be Renovation, Repair and Painting Rule (RR&P) Certified Renovators working for Certified Renovation firms; only those contractors with both firm certificate and the qualified renovator's letter on file will be invited to bid on pre-1978 homes.
3. Although bid packages may be bundled for multiple job sites, the bids for multiple job sites shall be considered separate and apart when awarded and shall be awarded to the lowest responsive and responsible bidder(s) for each job site.
4. Bid packages shall consist of an invitation to bid, work write up(s) and bid sheet(s) for each job.
5. Bids must include a cost-per-item breakdown with line-item totals equaling the submitted bid price. Discrepancies must be reconciled prior to a contract being awarded.
6. Any change to the original scope of work must be reduced to writing in the form of a change order to be agreed upon and signed by all parties to the original contract and two representatives of Catawba County. The change order must also detail any changes to the original contract price.
7. No work may begin prior to a contract being awarded and a written order to proceed provided to the contractor. In addition, a pre-construction conference and "walk thru" shall be held at the work site prior to commencement of repair work.
8. Catawba County reserves the right to reject any or all bids at any time during the procurement process if there is a sound documented reason.
9. In the event of a true emergency situation, Catawba County reserves the right to waive normal procurement procedures in favor of more expedient methods, which may include seeking telephone quotes, faxed bids and the like. Should such methods ever become necessary the transaction will be fully documented.

10. All sealed bids will be opened publicly at a time and place to be announced in the bid invitation. All bidders are welcome to attend.

DISBURSEMENT POLICY

1. All repair work must be inspected by (a) the WPCOG's Housing Inspector, and (b) the homeowner prior to any payments to contractors. If all work is deemed satisfactory and all other factors and written agreements are in order, payment shall be issued upon presentation of an original invoice from the contractor. The contractor should allow 21 business days for processing of the invoice for payment.
2. If any of the work is deemed unsatisfactory, it must be corrected prior to authorization of payment. If the contractor fails to correct the work to the satisfaction of the WPCOG's Housing Inspector, payment may be withheld until such a time the work is satisfactory. (Contractors may follow Catawba County's Urgent Repair Program Assistance Policy if a dispute occurs; however, contractors shall abide by the final decision as stated in the policy).
3. Catawba County assures, through this policy, that adequate funds shall be available to pay the contractor for satisfactory work.
4. All contractors, sub-contractors and suppliers must sign a lien waiver prior to disbursement of funds.

"This policy is to be used in conjunction with the existing procurement and disbursement policies for Catawba County as applicable."

The Procurement and Disbursement Policies are adopted this the 4th day of August 2025.

Catawba County

BY: _____
Chair, County Commissioners

ATTEST: _____
Clerk to the Commissioners

CONTRACTORS STATEMENT:

I have read and understand the attached Procurement and Disbursement Policy.

BY: _____

COMPANY NAME: _____

WITNESS: _____

The following Agreement for the Provision of Grant Management Assistance applies:

AGREEMENT BETWEEN THE
WESTERN PIEDMONT COUNCIL OF GOVERNMENTS AND
CATAWBA COUNTY
FOR THE PROVISION OF
GRANT MANAGEMENT ASSISTANCE:
CATAWBA COUNTY URGENT REPAIR HOUSING PROJECT
SEPTEMBER 1, 2025–FEBRUARY 28, 2027

This AGREEMENT, entered into on this the 4th day of August 2025 by and between the Western Piedmont Council of Governments (hereinafter referred to as the "Planning Agency") and Catawba County, North Carolina (hereinafter referred to as the "Local Government"); WITNESSETH THAT:

WHEREAS, the Planning Agency is empowered to provide technical assistance by the North Carolina General Statutes and by resolution passed by the Planning Agency on May 17, 1972. Technical assistance shall consist of the provision of services as described in Attachment A, which is herein made a part of this Contract:

WHEREAS, the Local Government has requested the Planning Agency to provide such technical assistance to the Local Government; and

WHEREAS, the Planning Agency desires to cooperate with the Local Government in every way possible to the end that the proposed activities are carried out in an efficient and professional manner;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **Personnel.** That during the period of this Contract, the Planning Agency will furnish the necessary trained personnel to the Local Government.
2. **Travel/Printing.** The Local Government will pay for expenses related to conferences, conventions, seminars, local travel, etc. of the personnel when the Local Government requests or approves travel related to the Local Government's planning program, or if it is beneficial to both parties, the costs will be shared on an agreed-upon ratio.

The Local Government will also pay for expenses related to printing of report(s), mailings to advisory boards, and other costs not related to normal travel and staffing costs associated with personnel furnished by the Planning Agency.

3. **Compensation.**
The Local Government will pay the Planning Agency an amount not to

exceed \$30,000 (Thirty Thousand dollars), or up to \$2,500 (Two thousand five hundred dollars) per housing unit assisted, whichever is less, for the satisfactory performance of all services related to administration of the project as defined in the attached Scope of Services. Planning Agency personnel will keep an accurate record of time spent, which will serve as the basis for the amount charged to the Local Government per month. The Local Government will reimburse the Planning Agency monthly at a rate per hour for each of the personnel involved, which includes the salary, fringe benefits, travel and indirect costs, plus travel and other approved expenses. All other costs associated with the administration of the NCHFA-URP grant will be expended from the grant administration allowance budgeted for the Local Government. It is expressly understood and agreed that total compensation shall not exceed the maximum sum specified without prior approval of both agencies.

4. **Termination/Modifications.** The Local Government may terminate this Contract by giving the Planning Agency a thirty-day written notice. Furthermore, if there is a need to amend the proposal outlined in Attachment A, either party may do so with the written approval of the other.
5. **Time of Performance.** The Planning Agency shall ensure that all services required herein shall be completed and all required reports, maps, and documents submitted during the period beginning September 1, 2025, and ending February 28, 2027.
6. **Interest of Members, Officers, or Employees of the Planning Agency, Members of the Local Government, or Other Public Officials.** No member, officer, or employee of the Planning Agency or its agents; no member of the governing body of the locality in which the program is situated; and no other public official of such locality or localities who exercise any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The Planning Agency shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.

7. **Nondiscrimination Clause.** No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination with any program or activity funded in whole or in part with funds available under the Housing and Community Development Act of 1974, Section 109.
8. **Age Discrimination Act of 1975, as amended.** No qualified person shall on the basis of age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.
9. **Section 504, Rehabilitation Act of 1973, as amended.** No qualified disabled person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.
10. **Access to Records and Record Retainage.** All official project records and documents must be maintained during the operation of this project and for a period of three years following closeout, in compliance with 15 NCAC 13L Rule .0911, Recordkeeping. The North Carolina Housing Finance Agency, US Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Planning Agency which are pertinent to the execution of this Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions in compliance with 15 NCAC 13L Rule .0911, Recordkeeping.
11. **Liquidated Damages Clause.** If the project fails to be carried out within the time frame outlined in the administrative proposal due to activities attributed to the Planning Agency, the Local Government may assess the Planning Agency a sum in the amount of \$100 per week for any subsequent weeks until completion.
12. **Termination of Agreement for Cause.** If, through any cause, the Planning Agency shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or violate any of the covenants, conditions, or stipulations of this Agreement, the Local Government shall thereupon have the right to terminate this Agreement by giving written notice of such termination and specifying the effective date thereof. In

such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared under this Agreement shall, at the option of the Local Government, become its property, and the Planning Agency shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials in direct proportion to the extent of services actually completed.

13. **Grantee Assurances.** In the performance of this Agreement, the Planning Agency shall comply with all applicable federal rules and procedures outlined on the attached pages as E.O. 11246 Clause, the Section 3 Clause, Lobbying Clause and Attachments B, C, D and E.

IN WITNESS WHEREOF, the Planning Agency and the Local Government have executed this Agreement as of the date first above written.

LOCAL GOVERNMENT:
CATAWBA COUNTY

PLANNING AGENCY:
WESTERN PIEDMONT COUNCIL OF GOV'TS.

By: _____ By: _____
County Manager Executive Director

LOCAL GOVERNMENT: PLANNING AGENCY:

By: _____ By: _____
Chair Chair

Pre-audit statement:

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

By: _____
Local Government Finance Officer

CATAWBA COUNTY
GRANTS MANAGEMENT ASSISTANCE
WORK PROGRAM/BUDGET
SEPTEMBER 1, 2025– FEBRUARY 28, 2027

ATTACHMENT A
SCOPE OF SERVICES

The following work program and budget are presented as descriptive of the work and dollar amounts requested in the Agreement concerning planning activities by the Western Piedmont Council of Governments for Catawba County.

Laurie Powell, Housing Program Manager and Joel Herman, Housing Inspector will be responsible for administering this project.

Work Program

Professional services necessary to administer all aspects of the project will include but not be limited to the following:

Laurie Powell will serve as Project Administrator and will be responsible for general grant administration. Quarterly status reports will be prepared and submitted to NCHFA. Working with the Catawba County Community Development staff, the Administrator will be responsible for public notification of grant funding, applicant intake and assistance eligibility. Other duties of the Administrator will include, but not be limited to the following:

- Preparation of required program policies plans and procedures to govern the project and maintenance of same.
- Program financial management includes processing invoices and payment for services related to the program and requisitions for payment from NCHFA.
- Applicant notifications and income, ownership verification, and notice of eligibility.
- Scheduling housing inspections with the Homeowner and Project Inspector, Mr. Herman.
- Preparation of program documents, i.e., Work Contract, Contractor's Release of Liens, Grant Agreement, Final Inspection Form and Owner Certificate of Satisfaction for a minimum of Twelve (12) homes.
- Preside at pre-construction conferences.
- Resolve disputes between homeowners and contractors, etc.
- Be present at all monitoring visits by NCHFA personnel.

Duties of the Housing Inspector, Joel Herman will include, but not be limited to the following:

- Initial, bi-weekly and final housing inspections.

- Preparation of work write-up, bid packets, cost estimates and bid openings.
- Be present at all pre-construction conferences.
- Monitor compliance with URP Program Rehabilitation Standards and all applicable local and state building codes.
- Verification of Contractor eligibility.
- Initiate contractor payments and approve change orders as needed.

Catawba County will be responsible for the following:

- Adequate office space including utilities.
- Direct payment of URP funds for legal and audit services and general administrative costs.
- All administrative costs not specifically identified as WPCOG responsibilities.

Time of Performance

The WPCOG will complete all activities involved in the administration of this project in a 18-month period beginning September 1, 2025, and ending February 28, 2027.

Budget

The WPCOG will provide these administrative/soft cost services for a fee not to exceed \$30,000. The budget is broken down as follows:

Salaries	\$	14,916
Fringe Benefits	\$	7,383
Travel	\$	900
Indirect	\$	<u>6,801</u>
Total	\$	30,000

Assurances

Assurances are attached as a part of the Agreement.

Amendments

This scope of services and budget may be amended as desired by mutual consent of the Local Government and Planning Agency.

ASSURANCES OF COMPLIANCE

ATTACHMENT B

Executive Order 11246

During the performance of this Contract, the contractor agrees as follows:

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. Such action shall include, but not be limited to the following: recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin.
- 3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, notice advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- 5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies involved as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ATTACHMENT C

Section 3 Clause

"Section 3" Compliance in the Provision of Training, Employment, and Business Opportunities

a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

c. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment and training.

d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice of knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors or assigns to those sanctions specified by the grant or loan agreement of contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

ATTACHMENT D

Lobbying Clause

No Federal appropriated funds have been paid or will be paid, by or on behalf of the Planning Agency or the Local Government, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative, agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Planning Agency and/or the Local Government shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The following Ordinance applies:

ORDINANCE# 2025-04
CATAWBA COUNTY'S PROJECT BUDGET ORDINANCE
FOR THE 2026 URGENT REPAIR GRANT

Be it ordained by the County Commissioners of the Catawba County that 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. The project authorized is the North Carolina Housing Finance Agency Urgent Repair Grant described in the work statement contained in the Funding Agreement URP#2603 between this unit and the North Carolina Housing Finance Agency. This project is more familiarly known as the 2024 Catawba County Urgent Repair Program.

Section 2. The officers of this unit are hereby directed to proceed with the grant project within the terms of the grant document(s), the rules and regulations of the North Carolina Housing Finance Agency, and the budget contained herein.

Section 3. The following revenues are anticipated to be available to complete this project.

Revenues

North Carolina Housing Finance Agency-URP

NCHFA-URP Grants Revenue	\$165,000
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Section 4. The following amounts are appropriated for the project:

Expenditures

North Carolina Housing Finance Agency-URP

Rehabilitation-URP	\$135,000
WPCOG/Administration	<u>\$ 30,000</u>
	\$165,000

Section 5. The Finance Officer is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records to provide the accounting to the grantor agency required by the grant agreement(s) and federal and state regulations.

Section 6. Funds may be advanced from the General Fund for the purpose of making payments as due. Reimbursement requests should be made to the grantor agency in an orderly and timely manner.

Section 7. The Finance Officer is directed to report quarterly on the financial status of each project element in Section 4 and on the total grant revenues received or claimed.

Section 8. The Budget Officer is directed to include a detailed analysis of past and future costs and revenues on this grant project in every budget submission made to this Board.

Section 9. Copies of this grant project ordinance shall be made available to the Budget Officer and the Finance Officer for direction in carrying out this project.

Adopted this the 4th day of August, 2025.

e. The Policy and Public Works Subcommittee recommended the Board of Commissioners award the bid for construction of the Blackburn MSW Unit 4 Advance Site Work and Utility Relocate Project to Mountaineer Contractors, Inc. of Kingwood, WV in the amount of \$2,075,882.50; authorize the County Manager to execute all documents associated with the project; and approve a budget revision in the amount of \$1,075,882.50.

In accordance with State law and keeping with Catawba County's history of environmental awareness, Catawba County began using Subtitle D Municipal Solid Waste (MSW) Landfill Cells in 1998. Catawba County is continuing this process by preparing to construct Blackburn Landfill Unit 4 at its Blackburn Resource Recovery Facility. The current MSW cell, Unit 3 Phase 2, is expected to reach disposal capacity by the spring of 2030, and the next Subtitle D Cell, Unit 4, is on schedule to begin construction in August 2027. The permitting process for a new Subtitle D landfill Cell requires 12 months of ground water level monitoring and then a 12-month review period by the State. In order to maintain uninterrupted waste disposal, the next landfill cell (Unit 4) needs to be ready to accept waste by March 2030. To help achieve this goal, staff is moving forward with site and utility relocation work, that is not subject to the extended permit process, while we are going through the extended permitting process.

To this end, the County opened bids for this project on June 26, 2025. A total of five (5) bids were received as follows:

1. Mountaineer Contractors, Inc.	\$2,075,882.50
2. Shamrock Construction and Remediation	\$3,475,763.00
3. Morgan Corp	\$3,783,722.50
4. Triangle Grading and Paving	\$4,193,650.00
5. Wright Brothers Contracting	\$5,053,010.00

The work to be performed consists of the completion of advance sitework and utility relocation to support the planned construction of the Blackburn Unit 4 MSW Landfill Expansion.

More specifically, the scope of work includes the following:

- Erosion and Sediment Control
- Excavation and Structural Fill
- Perimeter Berm Roadway
- Landfill Gas Headers Piping and Connections
- Landfill Gas Condensate Sump
- Temporary and Permanent Leachate Forcemain
- Leak Detection Pipe Extension and Manhole
- Temporary Power to Existing Pump Stations
- Underground Conduit Duct Banks
- Stormwater Improvements
- French Drain

HDR Engineering, Inc. of the Carolinas (HDR), County's project engineers, have evaluated the bids and found Mountaineer Contractors, Inc. to be the lowest responsive and responsible bidder. (See attached certified bid tabulation and bid award recommendation from HDR).

The Solid Waste Enterprise Fund is funded by user fees and no ad valorem tax dollars are used to support the Fund.

APPROPRIATION

Revenue	
525-350050-690100	\$1,075,882.50
Fund Balance Applied	
485-351100-695525	\$1,075,882.50
From Solid Waste Management Fund	

Expenditure	
525-350050-995485	\$1,075,882.50
Transfer to Solid Waste Capital	
485-351100-989000-22017	\$1,075,882.50
Subtitle D Cell Construction	

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

12. Other Items of Business. None.

13. Manager's Report.

a. Budget Transfer.

County Manager Mary Furtado reported the following budget transfer to the Board:

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

Special Contingency Transfer:

NCEM Cybersecurity Grant

Transfer

From:

110-190100-691500	Special Contingency Revenue	\$998
110-190100-994200	Special Contingency Expense	\$998

To:

110-410200-638916	NCEM Cybersecurity Grant	\$998
110-410200-868256	NCEM Cybersecurity Grant	\$998

Special contingency transfer to recognize a grant from North Carolina Emergency Management (NCEM). Truing up the actual grant amount with FY26 total appropriations of \$20,473.

b. Strategic Plan Update. County Manager Mary Furtado presented the Strategic Plan Update to the Board. Ms. Furtado emphasized the success for Catawba County means driving economic and population growth through creating jobs and enhancing our strong quality of life and focused on economic development, education, community planning and development, healthy and safe community and nature and culture. After Ms. Furtado's presentation, there were no questions.

12. Attorney's Report.

a. Staff requested the Board of Commissioners approve the termination of the Economic Development Agreement between Catawba County, Poppelmann Properties USA LLC and Poppelmann Plastics USA LLC.

In January 2022, Catawba County entered into an Economic Development Agreement (EDA) with Poppelmann Properties USA LLC and Poppelmann Plastics USA LLC (Poppelmann), a plastics manufacturer located in Claremont. Through this agreement the County committed to provide certain incentives to assist Poppelmann in carrying out a project involving construction, upfitting and equipping of a manufacturing facility at 2180 Heart Drive, Claremont, at a cost of not less than \$19,000,000 and the creation of a minimum of 100 new jobs and the retention of 160 jobs at the facility, with improvements to be made between September 1, 2022 and December 31, 2023 and net new jobs to be created between July 1, 2021 and December 31, 2024.

The local EDAs with the company were performance-based, contingent upon job creation and investment milestones. Poppelmann met the investment requirement but added no new jobs. As a result, no incentive payments were made, and the agreements can be terminated. These actions will enable the County to

appropriately close out all remaining administrative matters tied to the project. Claremont's City Council will be considering a similar action at its August 4th meeting.

Commissioner Abernathy made a motion to approve the termination of the Economic Development Agreement between Catawba County, Poppelmann Properties USA LLC and Poppelmann Plastics USA LLC. The motion carried unanimously.

The following termination of agreement is approved:

**TERMINATION OF ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN
Poppelmann Properties USA LLC and Poppelmann Plastics USA LLC and Catawba
County
Dated January 18, 2022**

Catawba County: Catawba County
25 Government Drive
Post Office Box 389
Newton, NC 28658

Companies: Pöppelmann Properties USA LLC
P.O. Box 459
Claremont, NC 28610
Attn: Craig Moody

Pöppelmann Plastics USA LLC
P.O. Box 459
Claremont, NC 28610
Attn: Craig Moody

Copy to: Sebastian Meis
Baker Donelson
Monarch Plaza Suite 1600
3414 Peachtree Road NE
Atlanta, GA 30326
Attorney for the Companies

THIS TERMINATION AGREEMENT (hereinafter "Agreement") is made and entered into this the ____ day of August, 2025, by and between the **Catawba County** (hereinafter sometimes referred to as "County"), a North Carolina body politic, party of the First Part, and **Pöppelmann Properties USA LLC and Pöppelmann Plastics USA LLC** (collectively "Pöppelmann" or "Companies"), North Carolina Limited Liability Companies, parties of the Second Part.

WITNESSETH:

WHEREAS, the County and Companies on January 18, 2022, executed and delivered that certain Economic Development Agreement (hereinafter "EDA") relating to certain terms and conditions pursuant to which the County would make certain appropriations as incentives to assist Companies in carrying out a project (the "Project") involving the construction, upfitting and equipping of a manufacturing facility at 2180 Heart Drive, Claremont, NC (Parcel ID# 375115730693) (sometimes herein referred to as the "Property") at a cost of not less than Nineteen Million Dollars (\$19,000,000) with creation of a minimum of one hundred (100) new jobs and the retention of one hundred sixty (160) jobs at the facility, with improvements to be made between

September 1, 2022 and December 31, 2023 (the "Improvement Period") and net new jobs to be created between July 1, 2021 and December 31, 2024 (the "Improvement Period"); and

WHEREAS, Companies have been removed from the State of North Carolina One North Carolina Fund program for not meeting the job creation criteria; and

WHEREAS, Companies have not met the job creation obligations in excess of one hundred (100) new jobs by December 31, 2024, which is an event of default under Paragraph 8.a. of the January 18, 2022, EDA; and

WHEREAS, Companies have not filed for nor requested payment of incentives by County in anticipation of Companies' being unable to meet the jobs requirements of the EDA; and

WHEREAS, County to date has not paid any incentives under the EDA and desires to terminate Catawba County's EDA with the Companies; and

WHEREAS, the parties hereto have agreed to terminate the EDA.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, and of other consideration, the receipt and sufficiency of which is now acknowledged by the parties, the County and Companies do hereby agree as follows:

I. Termination of Economic Development Agreement.

Upon the execution of this Agreement, the EDA shall be terminated and shall be of no further force or effect, with County and Companies each being completely and finally released from any obligation of performance, past, present or future, under said Agreement.

II. Miscellaneous.

A. Binding Effect. This Agreement shall inure to the benefit of and is binding upon the County and Companies and their respective successors and assigns.

B. Modification. Except as otherwise provided in this Agreement, this Agreement may not be amended, changed, modified or altered except by written agreement of the parties.

C. Notices. All notices, certificates or other communications required or permitted to be given or served hereunder shall be deemed given or served in accordance with the provisions of this Agreement if the notice is (i) mailed in a sealed wrapper and is deposited in the united states mail, certified mail, return receipt requested, postage prepaid, or (ii) deposited with a national overnight courier service that retains receipts for its deliveries, proper address as follows:

Catawba County: Catawba County
25 Government Drive
Post Office Box 389
Newton, NC 28658

Companies: Pöppelmann Properties USA LLC
P.O. Box 459
Claremont, NC 28610
Attn: Craig Moody

Pöppelmann Plastics USA LLC
P.O. Box 459
Claremont, NC 28610
Attn: Craig Moody

Copy to: Sebastian Meis
Baker Donelson
Monarch Plaza Suite 1600
3414 Peachtree Road NE
Atlanta, GA 30326
Attorney for the Companies

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

D. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such fully executed counterpart.

E. Situs. This Agreement is governed by and shall be construed in accordance with the laws of the State of North Carolina.

F. Costs. Except as otherwise specifically set forth herein, each party shall bear its own legal and other costs and fees with respect to the transactions contemplated under this Agreement

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

Catawba County,
A North Carolina Body Politic

Attest:
(SEAL)

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

Dale R. Stiles, Clerk

STATE OF NORTH CAROLINA
COUNTY OF CATAWBA

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

Witness my hand and seal this _____ day of _____, 2025.

[Seal]

Notary Public

My commission expires: _____

APPROVED AS TO FORM

Date: _____

Jodi Stewart, County Attorney

Poppelmann Properties USA LLC

By: _____ (SEAL)

Poppelmann Plastics USA LLC

By: _____ (SEAL)

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____ a Notary Public of said County and State, do certify that
_____, _____, personally appeared before me this day
and acknowledged on behalf of Poppelmann Properties USA LLC, a limited Liability Company,
the voluntary due execution of the foregoing document, all for the purposes therein expressed.

Witness my hand and seal this _____ day of _____, 2025.

[Seal]

Notary Public

My commission expires: _____

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____ a Notary Public of said County and State, do certify that
_____, _____, personally appeared before me this day
and acknowledged on behalf of Poppelmann Plastics USA LLC, a limited Liability Company, the
voluntary due execution of the foregoing document, all for the purposes therein expressed.

Witness my hand and seal this _____ day of _____, 2025.

[Seal]

Notary Public

My commission expires: _____

b. Staff recommended the Board of Commissioners approve a resolution authorizing the County Manager to execute all documents necessary to enter into opioid settlement agreements with Purdue/Sacklers and eight generic opioid manufacturers, to execute a Supplemental Agreement for Additional Funds (SAAF-3), and to provide required documents to Rubris, the Implementation Administrator, in order to facilitate the settlements.

After the United States Supreme Court last year determined a proposed settlement with Purdue Pharma and the Sackler family violated bankruptcy law, a revised settlement with Purdue and the Sacklers is estimated to bring approximately \$150 million in additional settlement dollars to North Carolina over the next 15 years to fight the opioid crisis. Additionally, settlements with eight companies that manufactured generic opioids (Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun Pharma, and Zydus) are estimated to bring approximately \$23 million in new money to North Carolina over the next 10 years to fight the opioid crisis.

These settlements are structured the same as the prior opioid settlements, where North Carolina local governments must sign onto the settlements in order for the State to receive maximum funds. Rubris, the National Notice Administrator who handled the logistics for the prior 3 rounds of opioid settlements (most recently Kroger), will be handling these new settlements as well.

The funds from these settlements will be allocated within North Carolina consistent with prior settlements, with 85% going to local governments with authorized expenditures focused on addressing the effects of the opioid crisis. The Purdue/Sackler settlement is already covered by the North Carolina Memorandum of Agreement that Catawba County executed in 2021. The new manufacturer settlements will be accompanied by a new supplemental MOA (the "SAAF-3"), extending the original MOA to these settlements. The County needs to adopt a resolution authorizing the County Manager to execute all documents related to the settlement agreements.

As with the other settlements, these funds are intended for opioid abatement and remediation activities, with specific allowable activities spelled out in the NC Memorandum of Agreement (MOA) being used state-wide. Per the terms of this MOA, the County created a special revenue fund to account for these funds.

The County is in the process of evaluating strategies which will render the greatest impact to address the opioid crisis. There is no spending deadline associated with these funds.

Commissioner Setzer made a motion to adopt a resolution authorizing the County Manager to execute all documents necessary to enter into opioid settlement agreement with Purdue/Sacklers and eight generic opioid manufacturers, to execute a Supplemental Agreement for Additional Funds (SAAF-3), and to provide required documents to Rubris, the Implementation Administrator, in order to facilitate the settlements. The motion carried unanimously.

The following resolution applies:

RESOLUTION 2025- 29
RESOLUTION BY THE CATAWBA COUNTY BOARD OF COMMISSIONERS AUTHORIZING EXECUTION
OF OPIOID SETTLEMENTS WITH SECONDARY OPIOID MANUFACTURERS, PURDUE PHARMA LP,
AND THE SACKLER FAMILY, AND APPROVING THE THIRD SUPPLEMENTAL AGREEMENT FOR
ADDITIONAL FUNDS BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON
PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

WHEREAS more than 41,500 North Carolinians lost their lives to a drug overdose from 2000-2023.

WHEREAS the Centers for Disease Control and Prevention has estimated the total economic burden of prescription opioid misuse alone in the United States to be \$78.5 billion a year, including the costs of healthcare, lost productivity, addiction treatment, and criminal justice involvement;

WHEREAS the estimated Overdose Death rate in Catawba County is 47.4 out of 100,000 residents in 2024, which is among the highest rates seen in North Carolina and represents a projected 78 people who died of an overdose,

WHEREAS certain counties and municipalities in North Carolina joined with thousands of local governments across the country to file lawsuits against opioid companies, manufacturers, pharmaceutical distributors, and chain drug stores to hold those companies accountable for their misconduct;

WHEREAS settlements (collectively "the Secondary Opioid Manufacturer Settlements") have been reached in litigation against Alvogen, Inc., Amneal Pharmaceuticals LLC, Apotex Corp., Hikma Pharmaceuticals USA Inc. f/k/a West-Ward Pharmaceuticals Corp., Indivior Inc., Sun Pharmaceutical Industries, Inc., Viatris Inc., and Zydus Pharmaceuticals (USA) Inc., as well as their subsidiaries, affiliates, officers, and directors (collectively "the Secondary Opioid Manufacturer Defendants") named in the Secondary Opioid Manufacturer Settlements;

WHEREAS representatives of local North Carolina governments, the North Carolina Association of County Commissioners, and the North Carolina Department of Justice have negotiated and prepared a Third Supplemental Agreement for Additional Funds ("SAAF-3") to provide for the equitable distribution of the proceeds of the Secondary Opioid Manufacturer Settlements;

WHEREAS settlements have been reached, under Purdue Pharma L.P.'s bankruptcy plan, whereby Purdue Pharma L.P. ("Purdue") and members of the Sackler family will pay approximately \$7.4 billion to settle opioid claims across the nation, which settlements would be subject in North Carolina to the equitable distribution of the proceeds as set forth in the Memorandum of Agreement ("MOA") which has already been approved by this Board;

WHEREAS by joining the Secondary Opioid Manufacturer Settlements, approving the SAAF-3, and approving the bankruptcy plan and settlements relating to Purdue and the Sackler family, the state and local governments maximize North Carolina's share of opioid settlement funds to ensure the needed resources reach communities, as quickly, effectively, and directly as possible;

WHEREAS it is advantageous to all North Carolinians for local governments, including Catawba County and its residents, to sign onto the Secondary Opioid Manufacturer Settlements, SAAF-3, and approving the bankruptcy plan and settlements relating to Purdue and the Sackler family, in order to demonstrate solidarity in response to the opioid overdose crisis, and to maximize the share of opioid settlement funds received both in the State and Catawba County to help abate the harm; and

WHEREAS both the MOA and SAAF-3 directs substantial resources over multiple years to local governments on the front lines of the opioid overdose epidemic while ensuring that these resources are used in an effective way to address the crisis;

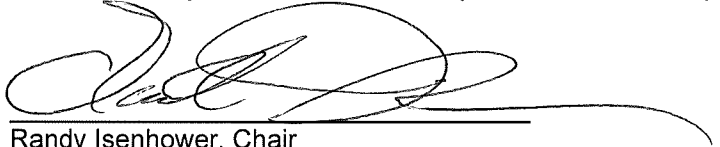
NOW, THEREFORE, BE IT RESOLVED that the Catawba County Board of Commissioners hereby authorizes the County Manager to execute, on behalf of Catawba County, the necessary documents to enter into opioid settlement agreements, as set forth herein, with the Secondary Opioid Manufacturer Defendants, to execute the SAAF-3, and to approve the bankruptcy plan and settlement agreements relating to Purdue and the Sackler family, and to provide such documents to Rubris, the Implementation Administrator.

Adopted this 4th day of August, 2025.

c. 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 and (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. 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 Beatty which unanimously carried, the meeting was adjourned at 8:20 p.m.

A large, stylized handwritten signature in black ink, likely belonging to Randy Isenhower, positioned above a horizontal line.

Randy Isenhower, Chair
Catawba County Board of Commissioners

A handwritten signature in black ink, likely belonging to Dale R. Stiles, positioned above a horizontal line.

Dale R. Stiles
County Clerk