

Regular Session, June 15, 2026, at 7:00 p.m.
Catawba County Board of Commissioners

<u>Appointments</u>	64	06/15/2026
Tax Collector - Lori Mathes		
Salt Block Foundation-Shellie Breadon		
Juvenile Crime Prevention Council - Ronn Abernathy		
Juvenile Crime Prevention Council - Maria Ballard		
Juvenile Crime Prevention Council - Reverend Ron Carson		
Juvenile Crime Prevention Council - Paul Holden		
Juvenile Crime Prevention Council - Captain James Kerley		
Juvenile Crime Prevention Council - Honorable Robert Mullinax		
Juvenile Crime Prevention Council - Angela Simmons		
Juvenile Crime Prevention Council - Jamie Todd		
Juvenile Crime Prevention Council - Brandie Trouille		
Trivium Corporation Board - Randy Isenhowe		
<u>Budget</u>		
Fiscal Year 2026/27 Budget Ordinance Adoption	66	06/15/2026
<u>Ordinances</u>		
Fiscal Year 2026/27 Budget Ordinance Adoption	66	06/15/2026
Catawba County's Project Budget Ordinance for the 2027 Urgent Repair Grant	83	06/15/2026
<u>Planning</u>		
2027 Urgent Repair Grant	82	06/15/2026
<u>Presentations</u>		
Proclamation Observing June 19 th as "Juneteenth"	65	06/15/2026
SFY 2026-2027 Home & Community Care Block Grant	65	06/15/2026
Fiscal Year 2026/27 Budget Ordinance Adoption	66	06/15/2026
Opioid Settlement Funds Expenditure Resolution	78	06/15/2026
<u>Proclamations</u>		
Proclamation Observing June 19 th as "Juneteenth"	65	06/15/2026
<u>Public Comment</u>	64	06/15/2026
Michael McRee		
David White		
Shuford Abernathy		
Michael Roper		
Ken Setzer		
Melba Hamby		
Nancy Farr		
Pearl Wilson		
Linda Russell		
Edna Huffman		
Debbie Heavner		
Galia Watters		
Wayne Cassion		
Vickie Blevins		
Rik Covalinski		
<u>Resolutions</u>		
Resolution by Catawba County to Direct the Expenditure of Opioid Settlement Funds	79	06/15/2026

Sheriff

911 Fund Appropriation Request	81	06/15/2026
Surplus Declaration: Badge & Service Weapon of Retiring Sheriff Deputy Sergeant Brian Helms	105	06/15/2026

Tax

May Tax Refunds, Releases and Adjustments	105	06/15/2026
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The Catawba County Board of Commissioners met in Regular Session on Monday, June 15, 2026, 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 Adam Lindsay, County Attorney Jodi Stewart, 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 Allran offered the invocation.
4. Commissioner Robert C. Abernethy, Jr. made a motion to approve the Minutes from the Board's Regular Meeting of June 1, 2026, and Special Meeting of June 8, 2026. The motion carried unanimously.
5. Recognition of Special Guests:
Chair Isenhower welcomed everyone present.
6. Public Comments.
Michael McRee came forward and spoke about the monument on the grounds of the 1924 Courthouse. Michael Roper came forward and spoke about the value of Arts Culture Catawba. David White, Shuford Abernathy, Ken Setzer, Melba Hamby, Nancy Farr, Pearl Wilson, Linda Russell, Edna Huffman, Debbie Heavner, Galia Watters, Wayne Cassion, Vickie Blevins and Rik Covalinski came forward and shared their perspective about the recommendations for senior center funding through the Home and Community Care Block Grant Program, specifically the allocations between Neighbors Network and Catawba County Council on Aging.
7. Appointments.
Upon a recommendation by County Manager Mary Furtado that came in the form of a motion which unanimously carried, the Board reappointed Lori Mathis as Tax Collector for a seventh term, with a term expiration of June 30, 2028.
Upon a recommendation by Vice-Chair Allran that came in the form of a motion which unanimously carried, the Board appointed Shelli Breadon for a first term to the Salt Block Foundation, with a term expiration of June 30, 2028.
Upon a recommendation by Commissioner Abernethy that came in the form of a motion which unanimously carried, the Board made the following reappointments to the Juvenile Crime Prevention Council, with term expirations of June 30, 2028.: Brandie Trouille for a first term, Honorable Robert Mullinax for a first full term, Jamie Todd and Paul Holden for second terms, Captain James Kerley and Reverend Ron Carson for third terms, Angela Simmons and Maria Ballard to Fifth terms, and Ronn Abernathy for a thirteenth term.
Upon a recommendation by Commissioner Abernethy that came in the form of a motion which unanimously carried, the Board reappointed Randy Isenhower to the Trivium Corporate Center Board, with a term expiration of June 30, 2029.
8. Presentations.

a. Chair Isenhower presented a Proclamation Observing June 19th as "Juneteenth" to Jerry McCombs, Catawba County NAACP.

b. WPCOG Area Agency on Aging Director Sarah Evitt presented to the Board funding recommendations from the Fiscal Year 2026-2027 Home and Community Care Block Grant advisory board. The Home and Community Care Block Grant (HCCBG) and related funding is granted to Catawba County for the provision of services to persons over the age of 60. The Catawba County Commissioners appointed the Catawba County HCCBG Advisory Committee as the planning committee and the Western Piedmont Council of Governments as lead agency for planning, to bring recommendations to the Board of Commissioners concerning use of the funds. The Catawba County HCCBG allocations and related funding are:

Funding	Fed/State Amount	Local Match*
HCCBG	\$1,050,286	\$116,698

All funding requires a 10% local match. The following agencies provide the match for services that they provide: Catawba Council on Aging, Neighbor's Network, Adult Life Programs, Comfort Keepers, Foothills Service Project and Greenway Transit.

County agencies (Catawba County Department of Social Services) provide the match from their department/agency budgets.

The Home and Community Block Grant funding can support a variety of services, as specified by the NC Division of Aging and Adult Services. The Catawba County HCCBG Advisory Committee has chosen to recommend funding for 10 services for Catawba County for SFY 2026-2027.

Catawba County will receive \$1,050,286 for HCCBG Services for the service period of July 1, 2026-June 30, 2027.

The Catawba County HCCBG Advisory Committee recommended the following services and provider designations for SFY 2026-2027:

Home and Community Care Block Grant SFY 2026-2027

<u>Service</u>	<u>Agency</u>
Senior Center Operations	Catawba Council on Aging
Senior Center Operations	Neighbor's Network
Home Delivered Meals	Catawba County Department of Social Services
Congregate Meals	Catawba County Department of Social Services
Adult Day Care	Adult Life Programs, Inc
Adult Day Health	Adult Life Programs, Inc.
In-Home Aide Level II	Comfort Keepers
In-Home Aide Level III	Comfort Keepers
General Transportation	WPRTA dba Greenway Transit
Housing & Home Improvement	Foothills Service Project

Each service has a monitoring tool utilized by the Area Agency on Aging during the monitoring process to ensure compliance with both Federal and State regulations. Providers are sent the tools prior to their scheduled monitoring visit so they know what information will be reviewed.

Based on direction given at the Board of Commissioners' Finance and Personnel Subcommittee meeting on June 8, 2026, staff requested the Board of Commissioners consider an alternative funding scenario for SFY2026-27 Home and Community Care Block Grant funding, as reflected below.

Federal Home & Community Care Block Grant funding is allocated to Catawba County for provision of services to people over age 60. Catawba County contracts with the Western Piedmont Council of Governments (WPCOG) to administer the funding, which totals around \$1.1M per year and for which allocation recommendations are developed by an Advisory Committee appointed by the BOC. This year, funding recommendations include awards to 7 community agencies for 10 different programs and services.

This year's HCCBG Advisory Committee recommendations maintain funding levels from last year for most agencies, with a handful of more significant changes from previous years recommended:

- Neighbors Network – funding reduced by \$35,000 (from \$60,000 in FY26 to \$25,000 in FY27)
- Catawba Council on Aging – funding increased by \$17,660 (from \$132,340 in FY26 to \$150,000 in FY27.)
- Foothills Service Project – funding increased by \$27,418 (from \$55,566 in FY26 to \$82,984 in FY27).

A question has been raised regarding how funds might potentially be reallocated to substantially maintain FY26 funding levels for each agency receiving funds. Staff presented a scenario whereby this could be accomplished by reallocating funds among the 3 agencies with changes from last year in the following manner:

Organization	FY26 Approved Funding	FY27 Allocation	Change
Catawba Council on Aging	\$132,340	\$137,379	+\$5,039
Foothills Service Project	\$55,566	\$60,605	+\$5,039
Neighbors Network	\$60,000	\$60,000	\$0

This funding scenario modifies the HCCBG Advisory Board's recommendations in the following ways:

- Neighbors Network: \$35,000 increase from Advisory Committee recommendation
- Catawba Council on Aging: \$12,621 decrease from Advisory Committee recommendation
- Foothills Service Project: \$22,379 decrease from Advisory Committee recommendation

After the presentation, there were no questions. Chair Isenhower made a motion to approve the alternative funding scenario presented by staff for SFY2026-27 Home and Community Block Grant funding. The motion carried unanimously.

c. County Manager Mary Furtado presented to the Board the Fiscal Year 2026/27 Budget Ordinance. After the presentation, there were no questions. Chair Isenhower made a motion to approve the FY2026/27 Budget Ordinance. The motion carried unanimously.

The following ordinance applies:

BUDGET ORDINANCE

BE IT ORDAINED by the Board of Commissioners of Catawba County:

SECTION I

Budget Adoption, 2026/27

The following budget with anticipated fund revenues of \$353,319,157 and departmental expenditures of \$353,319,157 is hereby adopted in accordance with Chapter 159 of the North Carolina General Statutes by the County of Catawba for the fiscal year beginning July 1, 2026, and ending June 30, 2027, and the same is adopted by fund and function as follows:

GENERAL FUND & GENERAL FUND LIKE FUNDS				
REVENUES BY TYPE				
Revenue Type	General	Self-Insurance	Reappraisal	ROD Auto. & Preserv.
Property Tax	\$131,001,500	\$0	\$0	\$0
Sales Tax	50,947,261	0	0	0
Other Taxes	1,581,500	0	0	0
Federal	17,334,633	0	0	0
State	8,208,468	0	0	0
Federal & State	6,348,451	0	0	0
Local	6,019,019	420,250	0	0
Permits & Fees	18,913,175	18,000	0	0
Miscellaneous	4,646,957	0	0	90,000
Fund Balance	8,819,705	124,050	0	20,000
Transfers from Other Funds	1,248,650	3,250,456	1,237,355	0
Other Sources	9,065,872	3,148,000	0	0
Total Revenues	\$264,135,191	\$6,960,756	\$1,237,355	\$110,000
EXPENSES BY FUNCTION				
Function	General	Self-Insurance	Reappraisal	ROD Auto. & Preserv.
General Government	\$12,665,009	\$6,960,756	\$1,237,355	\$110,000
Public Safety	64,136,001	0	0	0
Environmental Quality	1,030,389	0	0	0
Economic & Physical Development	27,036,940	0	0	0
Human Services	63,974,710	0	0	0
Education	55,380,662	0	0	0
Libraries & Culture	4,782,275	0	0	0
Debt Service	29,731,394	0	0	0
Transfers to Other Funds	5,397,811	0	0	0
Total Expenses	\$264,135,191	\$6,960,756	\$1,237,355	\$110,000
GENERAL FUND & GENERAL FUND LIKE FUNDS				

SPECIAL REVENUE FUNDS				
REVENUES BY TYPE				
Revenue Type	Emergency Telephone	Federally Seized Treasury	Federally Seized Justice	Opioid Settlement
State	\$483,028	\$0	\$0	\$948,650
Fund Balance	111,599	50,000	200,000	0
Total Revenues	\$594,627	\$50,000	\$200,000	\$948,650
EXPENSES BY FUNCTION				
Function	Emergency Telephone	Federally Seized Treasury	Federally Seized Justice	Opioid Settlement
Public Safety	\$594,627	\$50,000	\$200,000	\$948,650
Total Expenses	\$594,627	\$50,000	\$200,000	\$948,650
REVENUES BY TYPE				
Revenue Type	Hospital Reserve Fund	Library Endowment	Gretchen Peed Scholarship	Stream Rehab
Local	\$0	\$3,000	\$0	\$0
Miscellaneous	50,000	0	4,000	0
Transfers from Other Funds	0	0	0	75,000
Fund Balance	450,000	0	0	0
Total Revenues	\$500,000	\$3,000	\$4,000	\$75,000
EXPENSES BY FUNCTION				
Function	Hospital Reserve Fund	Library Endowment	Gretchen Peed Scholarship	Stream Rehab
Human Services	\$0	\$0	\$4,000	\$0
Libraries & Culture	0	3,000	0	0
Environmental Quality	0	0	0	75,000
Transfers to Other Funds	500,000	0	0	0
Total Expenses	\$500,000	\$3,000	\$4,000	\$75,000
REVENUES BY TYPE				
Revenue Type	DSS Repr. Payee	Register of Deeds Fund	Fines & Forfeitures	
Federal & State	\$400,000	\$0	\$0	
Permits & Fees	0	150,000	0	
Other Sources	0	0	534,744	
Total Revenues	\$400,000	\$150,000	\$534,744	
EXPENSES BY FUNCTION				
Function	DSS Repr. Payee	Register of Deeds Fund	Fines & Forfeitures	
General Government	\$0	\$150,000	\$0	
Human Services	400,000	\$0	\$0	
Education	0	0	534,744	
Total Expenses	\$400,000	\$150,000	\$534,744	
SPECIAL REVENUE FUNDS				

SPECIAL REVENUE FUNDS - FIRE SERVICE PROTECTION DISTRICTS				
REVENUES BY TYPE				
Revenue Type	Bandys	Catawba	Claremont	Conover
Property Tax - Fire Tax	\$1,435,956	\$430,049	\$718,917	\$187,968
Fund Balance	0	0	0	0
Total Revenues	\$1,435,956	\$430,049	\$718,917	\$187,968
EXPENSES BY FUNCTION				
Function	Bandys	Catawba	Claremont	Conover
Public Safety	\$1,435,956	\$430,049	\$718,917	\$187,968
Total Expenses	\$1,435,956	\$430,049	\$718,917	\$187,968
REVENUES BY TYPE				
Revenue Type	Cooksville	Hickory	Longview	Maiden
Property Tax - Fire Tax	\$232,127	\$883,877	\$68,927	\$607,532
Fund Balance	0	38,785	0	0
Total Revenues	\$232,127	\$922,662	\$68,927	\$607,532
EXPENSES BY FUNCTION				
Function	Cooksville	Hickory	Longview	Maiden
Public Safety	\$232,127	\$922,662	\$68,927	\$607,532
Total Expenses	\$232,127	\$922,662	\$68,927	\$607,532
REVENUES BY TYPE				
Revenue Type	Mt. View	Newton	Oxford	Propst
Property Tax - Fire Tax	\$1,124,229	\$1,179,011	\$535,858	\$484,018
Fund Balance	13,589	0	64,696	0
Total Revenues	\$1,137,818	\$1,179,011	\$600,554	\$484,018
EXPENSES BY FUNCTION				
Function	Mt. View	Newton	Oxford	Propst
Public Safety	\$1,137,818	\$1,179,011	\$600,554	\$484,018
Total Expenses	\$1,137,818	\$1,179,011	\$600,554	\$484,018
REVENUES BY TYPE				
Revenue Type	Sherrills Ford	St. Stephens		
Property Tax - Fire Tax	\$5,253,125	\$2,002,257		
Fund Balance	125,000	64,572		
Total Revenues	\$5,378,125	\$2,066,829		
EXPENSES BY FUNCTION				
Function	Sherrills Ford	St. Stephens		
Public Safety	\$5,378,125	\$2,066,829		
Total Expenses	\$5,378,125	\$2,066,829		
SPECIAL REVENUE FUNDS - FIRE SERVICE PROTECTION DISTRICTS				

CAPITAL FUNDS				
REVENUES BY TYPE				
Revenue Type	General Capital	Road Improvement	Schools' Capital	Schools' Construction
Sales Tax	\$628,000	\$0	\$9,747,000	\$0
State	\$0	\$0	\$0	\$0
Local	0	0	0	0
Permits & Fees	0	0	0	0
Miscellaneous	0	0	0	0
Fund Balance	150,000	0	211,456	1,500,000
Transfers Between Funds	835,000	0	1,100,000	6,407,566
Other Sources	0	0	0	0
Total Revenues	\$1,613,000	\$0	\$11,058,456	\$7,907,566
EXPENSES BY FUNCTION				
Function	General Capital	Road Improvement	Schools' Capital	Schools' Construction
General Government	\$150,000	\$0	\$0	\$0
Economic & Physical Development	\$703,000	\$0	\$0	\$0
Human Services	\$660,000	\$0	\$0	\$0
Education	\$0	\$0	\$11,058,456	\$7,907,566
Libraries & Culture	\$100,000	\$0	\$0	\$0
Total Expenses	\$1,613,000	\$0	\$11,058,456	\$7,907,566
REVENUES BY TYPE				
Revenue Type	SECC Capital	Water & Sewer Capital	Solid Waste Capital	
Fund Balance	\$0	\$0	\$1,251,314	
Transfers Between Funds	\$0	\$4,714,000	\$4,486,686	
Other Sources	\$0	\$0	\$11,127,000	
Total Revenues	\$0	\$4,714,000	\$16,865,000	
EXPENSES BY FUNCTION				
Function	SECC Capital	Water & Sewer Capital	Solid Waste Capital	
Economic & Physical Development	\$0	\$4,714,000	\$16,865,000	
Total Expenses	\$0	\$4,714,000	\$16,865,000	
CAPITAL FUNDS				
ENTERPRISE FUNDS				
REVENUES BY TYPE				
Revenue Type	SECC Operating	Water & Sewer Operating	Solid Waste Management	
Sales Tax	\$0	\$1,517,000	\$0	
Other Taxes	0	0	465,000	
State	0	0	44,800	
Permits & Fees	0	4,396,600	10,955,430	
Miscellaneous	0	0	152,831	
Fund Balance	0	884,250	1,391,408	
Total Revenues	\$0	\$6,797,850	\$13,009,469	
EXPENSES BY FUNCTION				
Function	SECC Operating	Water & Sewer Operating	Solid Waste Management	
Economic & Physical Development	\$0	\$6,797,850	\$13,009,469	
Total Expenses	\$0	\$6,797,850	\$13,009,469	
ENTERPRISE FUNDS				

Appropriations within each fund and function are under the purview of specific departments or the County Manager. The following procedures, controls, and authorities shall apply to transfers and adjustments within the budget except for the budgets of the Reinventing Departments as shown in Section II.

- A. **Transfers Between Departments and Funds:** Transfers of appropriations between departments in a fund, between funds, and from contingency shall be approved by the Board of Commissioners or may be approved by the County Manager in conformance with all of the following guidelines:
 - 1. The County Manager finds they are consistent with operational needs and any Board-approved goals.
 - 2. Transfers between departments and funds do not exceed \$50,000 each.
 - 3. Transfers from Contingency appropriations do not exceed \$50,000 each unless the County Manager finds an emergency exists.
 - 4. All transfers between departments in a fund, between funds, and from contingency are reported to the Board of Commissioners by its next regular meeting following the date of the transfer (with the exception of performance awards and reclassification/pay inequity funds, which the County Manager has the authority to transfer).
- B. **Transfers within Departments and Activities:** Department Heads may transfer line item appropriations between and within activities within the departments under their jurisdiction with the approval of the Budget and Management Director.
- C. **Transfers of Appropriations from Contingency or Departments for Real Estate Transactions:** Transfers of appropriations from Contingency or departments may be made by the County Manager in order to secure options, pay deposits, or pay other necessary expenses related to real estate transactions approved by the Board of Commissioners.
- D. **Transfers of Capital Projects Appropriations:** Transfers of appropriations up to \$50,000 between projects within a capital project fund may be approved by the County Manager. All transfers between projects are reported to the Board of Commissioners by its next regular meeting following the date of the transfer.
- E. **Transfers of Appropriations from Special Departmental Expense and Revenue Contingencies:** Transfers of appropriations may be made by the Budget and Management Director from special departmental expense and revenue contingency accounts that have been set aside to accommodate mid-year adjustments for allocations from outside agencies. The budget for such special departmental contingency expenditures will not be used until revenues are received and the related funds are transferred out of the contingency accounts to an appropriate line item.

SECTION II

Amendment to Procedures, Controls, and Authorities for Reinventing Departments

The following procedures, controls, and authorities shall apply to transfers, personnel, and adjustments within the budget for the Reinventing Departments, as determined by the County Manager:

- A. The Board of Commissioners will appropriate funds for the Reinventing Departments based on approved outcomes to be achieved during the fiscal year.
- B. Department Heads are hereby authorized to transfer appropriations between activities or from special department contingencies under their jurisdiction with the approval of the Budget and Management Director. Requests for transfers from the General Fund contingency must be approved by the County Manager. The budget for such special departmental contingency expenditures will not be used until revenues are received and the related funds are transferred out of the contingency accounts to an appropriate line item. Department Heads within the Reinventing Departments are hereby authorized to reallocate existing positions between activities under their jurisdiction.
- C. Reinventing Departments will be allowed to retain all unexpended allocations and/or revenues as defined by the County Manager.
- D. Reinventing Departments may create or abolish positions which impact the outcomes approved by the Board of Commissioners. Changes will be reported at the next regularly scheduled Board of Commissioners' meeting following approval of the change by the County Manager and will be attached as part of the minutes.

SECTION III

Tax Levy Rate

A tax rate of \$0.3985 per \$100 of assessed valuation is hereby levied for Fiscal Year 2026/27, all of which is levied in the General Fund. No discounts will be allowed for early payment of taxes.

The following rates are levied for fire protection service districts:

Fire Protection Service District	Levied Tax Rate Per \$100 Valuation
Bandys Fire	\$0.1050
Catawba Rural Fire	\$0.1170
Claremont Rural Fire	\$0.1300
Conover Rural Fire	\$0.1000
Cooksville Fire	\$0.0785
Hickory Rural Fire	\$0.1250
Longview Rural Fire	\$0.1000
Maiden Rural Fire	\$0.0983
Mt. View Fire	\$0.0855
Newton Rural Fire	\$0.1210
Oxford Fire	\$0.0610
Propst Fire	\$0.0720
Sherrills Ford Fire	\$0.0990
St. Stephens Fire	\$0.1240

SECTION IV

Hospital Fund

The Catawba Valley Medical Center Board of Trustees is hereby required to submit a monthly copy of its financial statements to the County Chief Financial Officer that will include a budget to actual comparison of all expenses and revenues. The Hospital maintains a balance with the County, in the Hospital Reserve Fund. This Fund is intended to be used to finance and construct major Hospital capital projects, if needed, and the school nurse program at Public Health. Catawba Valley Medical Center is a public non-profit hospital and an entity or component unit of Catawba County Government. The County owns the assets but the Hospital is not a line department of the County and therefore is not included in the County budget. The Hospital is authorized to operate as an enterprise fund.

SECTION V

Schools' Current Expense

The allocation of general revenues for the schools' current expense per school system is \$2,189 per pupil based on the average daily membership of K-12, \$67 per pupil of which is budgeted in support of schools cooperating on Catawba County Schools' Bus Garage and Newton-Conover City Schools' Conover School for Exceptional Children.

In accordance with the School Budget and Fiscal Control Act, each Board of Education is required to submit to the Board of Commissioners, as soon as adopted, a copy of the School Board's budget resolution. The school finance officer will submit a quarterly statement of the financial condition of the Administrative unit to the Board of Commissioners.

SECTION VI

Southeastern Catawba County (SECC) Water and Sewer District

The SECC Water and Sewer District was established by the Board of Commissioners in accordance with Chapter 162A of the North Carolina General Statutes effective May 9, 2021. The district is a separate legal entity that operates as an enterprise fund, with a separate governing body comprised of the Board of Commissioners. As such, the district is accounted for as a blended component of the County with district revenue and expenditures reflected in the County budget.

SECTION VII

Capital Projects, Grants, and Economic Development Incentive Contracts

Project Managers will be designated for all County construction projects, and the procedures set forth in Chapter 8 of the Catawba County Code of Ordinances shall be used to coordinate the efforts of all parties involved in a project. Any changes in the cost estimate, as a result of bids or otherwise, shall be reported by the Project Manager, along with his or her recommendation of approval to the Board of Commissioners. When compiled and approved by user agencies, all

projects must conform to the Catawba County Design and Construction Specifications.

In accordance with the School Budget and Fiscal Control Act each school system will submit to the County Budget and Management Director detailed project sheets for each capital project included in this budget.

The General Capital Projects Fund, the Hospital Construction Fund, the Water and Sewer Fund, SECC Water and Sewer District Fund, the School Capital Outlay Fund, the School Bond Capital Projects Fund, the Schools' Construction Fund, the Fire Districts Funds, and the Community Development Fund are hereby authorized. Appropriations made for the specific projects or grants in these funds are hereby appropriated until the project is completed. Balances remaining as of June 30, 2026, in previously appropriated water and sewer capital projects located within the SECC Water and Sewer District Service Area are hereby authorized to be transferred to the district fund.

Any grant, capital project budget, or economic development incentive contract previously appropriated in any fund, the balance of any anticipated, but not received, revenues and any unexpended appropriations remaining on June 30, 2026, shall be reauthorized in the Fiscal Year 2026/27 budget unless a specific new budget has been prepared.

SECTION VIII

Emergency Approvals, Schools

Emergency transfers to and from the School Capital Outlay Fund shall be in accordance with the School Budget and Fiscal Control Act.

SECTION IX

Annual Financial Reports

All agencies receiving County funding are required to submit an audit report by December 31, 2026. Approved payments may be delayed pending receipt of this financial information.

SECTION X

Fees and Licenses

Charges for fees and licenses by Catawba County Departments or Agencies shall be in accordance with the fee policy. Fee changes to be adopted by the Board of Commissioners are set forth in the Fee Updates section of the Executive Summary and the entire fee schedule is included in the Appendix.

SECTION XI

Per Diem Pay

The Board of Commissioners and members of County boards are authorized to receive per diem pay as reflected in the table below. Annually, the Board of Commissioners' per diem pay rate will increase at a level consistent with changes in the Consumer Price Index, provided the budget includes a performance pay increase for employees meeting performance expectations as determined by annual evaluations.

Per Diem Pay	
Board	Pay
Alcoholic Beverage Control Board	Chair, \$75 per meeting; Members, \$50 per meeting
Board of Adjustment	Chair, \$50 per meeting; Members, \$35 per meeting
Board of Commissioners	Chair, \$1,615 per month; Members, \$1,355 per month; In-County Travel Allowance, \$350 per month
Board of Elections	Chair, \$75 per meeting; Members, \$50 per meeting; \$100 for Election Day
Equalization & Review Board	Chair, \$50 per meeting; Members, \$35 per meeting
Jury Commission	Chair, \$50 per meeting; Members, \$35 per meeting
Library Board	Chair, \$50 per meeting; Members, \$35 per meeting
Planning Board	Chair, \$50 per meeting; Members, \$35 per meeting
Public Health Board	Chair, \$50 per meeting; Members, \$35 per meeting
Social Services Board	Chair, \$50 per meeting; Members, \$35 per meeting
Subdivision Review Board	Chair, \$50 per meeting; Members, \$35 per meeting

SECTION XII

Personnel

- A. Salaries – Salaries for Fiscal Year 2026/27 are based on the Fiscal Year 2026/27 pay plan for Catawba County that is adopted as a part of this budget and is effective July 1, 2026. The budget includes a 3 percent pay plan adjustment for all employees and additional adjustments for targeted positions based on market. Funds are included for a 2 percent performance pay increase for employees who satisfy performance expectations as reflected in employees' annual performance evaluations.
- B. Performance Awards – Funds are allocated in the budget to provide one-time lump sum performance awards to recognize exceptional performance at the discretion of the County Manager.
- C. Reclassifications/Pay Inequities – Funds are allocated in the budget to maintain equity between similar positions within the organization and to ensure market competitiveness within the County's recruiting area.
- D. Travel Allowance – The travel allowance rate will be according to the IRS reimbursement rate.
- E. Special Payment – Positions that require specialized skills may be compensated by a special payment. This payment will only occur while the employee is serving in that capacity. This special payment is not considered a part of the annual base pay for classification. The amount of special payment is to be approved by the County Manager upon a recommendation by the Human Resources Director.

SECTION XIII

Budget Policy for State and Federal Fund Decreases

It will be the policy of this Board that it will not absorb any reduction in State and Federal funds; that any decrease shall be absorbed in the budget of the agency by reducing personnel or department expenditures to stay within the County appropriation as authorized.

This policy is extended to any agency that is funded by the County and receives State or Federal money. This shall remain in effect until otherwise changed or amended by the Board of Commissioners. The County Manager is hereby directed to indicate this to each of the agencies that may be involved.

SECTION XIV

Reappraisal Fund

In accordance with the provisions of G.S. 153A-150, an appropriation of \$1,237,355 will be made from the General Fund to the Reappraisal Fund for the purpose of providing funds for the next reappraisal.

SECTION XV

Fiscal Control Act

The Budget and Management Director and the Chief Financial Officer are hereby directed to make any changes in the budget or fiscal practices that are required by the Local Government and Fiscal Control Act. This shall extend to permitted consolidations of funds and "Single Tax Levies" permitted in the Fiscal Control Act.

- A. As provided by G.S. 159-25 (b), the Board has authorized dual signatures for each check or draft that is made on County funds. The signatures of the County Manager, Chief Financial Officer, Assistant County Manager, and Assistant Chief Financial Officer shall be authorized signatures of the County.
- B. Operating funds encumbered on the financial records of the County as of June 30, 2026, are hereby re-appropriated to this budget.
- C. The Board authorizes the appropriation of all Fund Balances earned by the Reinventing Departments as determined by the County Manager and as a result of the County's annual audit of June 30, 2026.
- D. The Board authorizes the appropriation of all remaining balances of approved economic development incentive contracts as determined by the County Manager and as a result of the County's annual audit of June 30, 2026.
- E. The Board also authorizes (as is the practice) one principal account as depository for all funds received by the Chief Financial Officer from any source. Current accounting techniques shall be used to assure that all funds will be properly accounted for in the financial records of the County.

SECTION XVI

Authorization to Contract

The County Manager or her designee is hereby authorized to execute agreements, within funds included in the Budget Ordinance or other actions by the Board of Commissioners, for the following purposes: 1) Form grant agreements to public and non-profit organizations; 2) Leases of routine business equipment; 3) Consultant, professional, or maintenance service agreements; 4) Purchase of supplies, materials, or equipment where formal bids are not required by law; 5) Applications for and agreements for acceptance of grant funds from Federal, State, public, and non-profit organization sources, and other funds from other government units, for services to be rendered which have been previously approved by the Board; 6) Construction or repair projects; 7) Liability, health, life, disability, casualty, property, or other insurance or performance bonds other than similar items required by the Sheriff or Register of Deeds; and 8) Other administrative contracts which include agreements adopted in accordance with the directives of the Board of Commissioners.

SECTION XVII

Authorization to Award and Reject Bids

Pursuant to General Statute 143-129, the County Manager is hereby authorized to award formal bids received in amounts less than \$250,000 within the following guidelines: 1) bid is awarded to the lowest responsible bidder; 2) sufficient funding is available within the departmental budget; and 3) purchase is consistent with the goals and/or outcomes of the department. The County Manager shall further be authorized to reject any and/or all bids received if it is in the best interest of Catawba County.

SECTION XVIII

Micro-purchase Threshold

In accordance with 2 C.F.R. § 200.320(a)(1)(iv) and the applicable provisions of North Carolina law, the County hereby self-certifies the following micro-purchase thresholds, each of which is a "higher threshold consistent with State law" under 2 C.F.R. § 200.320(a)(1)(iv)(C):

- A. \$30,000, for the purchase of "apparatus, supplies, materials, or equipment"; and
- B. \$30,000, for the purchase of "construction or repair work"; and
- C. \$50,000, for the purchase of services not subject to competitive bidding under North Carolina law; and
- D. \$50,000, for the purchase of services subject to the qualifications-based selection process in the Mini-Brooks Act; provided that such threshold shall apply to a contract only if the County has exercised an exemption to the Mini-Brooks Act, in writing, for a particular project pursuant to G.S. 143-64.32. If the exemption is not authorized, the micro-purchase threshold shall be \$0.

The self-certification made herein shall be effective as of the effective date of this ordinance and shall be applicable until June 30, 2027, but shall not be applicable to Federal financial assistance awards issued prior to November 12, 2020, including financial assistance awards issued prior to that date under the Coronavirus Aid, Relief, and Economic Support (CARES) Act of 2020 (Pub. L. 116-136).

In the event that the County receives funding from a federal grantor agency that adopts a threshold more restrictive than those contained herein, the County shall comply with the more restrictive threshold when expending such funds.

The County shall maintain documentation to be made available to a Federal awarding agency, any pass-through entity, and auditors in accordance with 2 C.F.R. § 200.334.

The Catawba County Purchasing Manager and Clerk are hereby authorized, individually and collectively, to revise the County's Purchasing Ordinance and Policy to reflect the increased micro-purchase thresholds specified herein, and to take all such actions, individually and collectively, to carry into effect the purpose and intent of the foregoing resolution.

This ordinance is adopted this 15th day of June 2026.

C. Randall Isenhower, Chair

Mary S. Furtado, County Manager

d. County Manager Mary Furtado presented to the Board the Opioid Funds Expenditure Resolution. After the presentation, there were no questions. Chair Isenhower made a motion to approve the Opioid Funds Expenditure Resolution, which passed unanimously. *The following resolution applies:*

**A RESOLUTION BY CATAWBA COUNTY
TO DIRECT THE EXPENDITURE OF OPIOID SETTLEMENT FUNDS**

WHEREAS Catawba County has joined national settlement agreements with companies engaged in the manufacturing, distribution, and dispensing of opioids, including settlements with drug distributors Cardinal, McKesson, and AmerisourceBergen, and the drug maker Johnson & Johnson and its subsidiary Janssen Pharmaceuticals; and

WHEREAS the allocation, use, and reporting of funds stemming from these national settlement agreements and certain bankruptcy resolutions ("Opioid Settlement Funds") are governed by the Memoranda of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation ("MOA"); and

WHEREAS Catawba County has received Opioid Settlement Funds pursuant to these national settlement agreements and deposited the Opioid Settlement Funds in a separate special revenue fund as required by section D of the MOA; and

WHEREAS section E.6 of the MOA states:

E.6. Process for drawing from special revenue funds.

- a. Budget item or resolution required. Opioid Settlement Funds can be used for a purpose when the Governing Body includes in its budget or passes a separate resolution authorizing the expenditure of a stated amount of Opioid Settlement Funds for that purpose or those purposes during a specified period of time.
- b. Budget item or resolution details. The budget or resolution should (i) indicate that it is an authorization for expenditure of opioid settlement funds; (ii) state the specific strategy or strategies the county or municipality intends to fund pursuant to Option A or Option B, using the item letter and/or number in Exhibit A or Exhibit B to identify each funded strategy, and (iii) state the amount dedicated to each strategy for a stated period of time.

NOW, THEREFORE BE IT RESOLVED, in alignment with the NC MOA, the Catawba County Board of County Commissioners authorizes the expenditure of opioid settlement funds as follows:

1. First strategy authorized:
 - a. Name of strategy: Opioid / Substance Use Disorder Program Coordinator
 - b. Strategy is included in: Exhibit A
 - c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: Exhibit A Item 1
 - d. Amount authorized for this strategy: \$587,981
 - e. Period of time during which expenditure may take place:
Start date 8/7/2023 through End date 6/30/2027
 - f. Description of the program, project, or activity: Provides funding to employ an Opioid / Substance Use Disorder Program Coordinator Position and provide related operating expenses to explore /oversee / implement the County's collaborative strategic planning efforts related to Opioid / Substance Use Disorder, and criminal justice diversion programs (part of duties will be to work with Drug Court and Veterans Court).
 - g. Provider: Catawba County
 - h. Date(s) of BOC Action: 8/7/23; 6/3/24; 6/2/25, 6/15/26
2. Second strategy authorized:
 - a. Name of strategy: Medication Assisted Treatment (MAT) in Detention Centers
 - b. Strategy is included in: Exhibit A
 - c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: Exhibit A, Item 11
 - d. Amount authorized for this strategy: \$400,000
 - e. Period of time during which expenditure may take place:
Start date 7/1/2024 through End date 6/30/2027

- f. Description of the program, project, or activity: Provides medically assisted treatment for this purpose and associated therapy for inmates in the Catawba County Detention Center.
 - g. Provider: Catawba County Sheriff's Office and contracted medical provider/s.
 - h. Date(s) of BOC Action: 6/3/24; 6/2/25, 6/15/26
3. Third strategy authorized:
- a. Name of strategy: Community Paramedicine/PORT
 - b. Strategy is included in: Exhibit A
 - c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: Exhibit A, Item 8
 - d. Amount authorized for this strategy: \$1,209,402
 - e. Period of time during which expenditure may take place:
Start date 8/26/2024 through End date 6/30/2027
 - f. Description of the program, project, or activity: A post-overdose response team (PORT), is an overdose follow-up program that allows Community Paramedics to visit a person who experienced an overdose within 24-72 hours of the incident. PORTs provide support, education, and access to evidence-based treatment such as medication for opioid use disorder (MOUD) and other life-saving resources.
 - g. Provider: Catawba County Emergency Services / Emergency Medical Services
 - h. Date(s) of BOC Action: 8/26/24; 6/2/25, 6/15/26
4. Fourth strategy authorized:
- a. Name of strategy: Newton-Conover City Schools (N-CCS) School Resilience Pilot
 - b. Strategy is included in: Exhibit A
 - c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: Exhibit A, Item 6
 - d. Amount authorized for this strategy: \$80,000
 - e. Period of time during which expenditure may take place:
Start date 8/26/2024 through End date 6/30/2025
 - f. Description of the program, project, or activity: Partner with N-CCS to continue building out School Resilience Framework. Structure as pilot program to potentially serve as model for other schools
 - i. Fund full-time School Psychologist (\$61,000); part-time Community Outreach Coordinator (\$19,000) at N-CCS as part of pilot team; roles are critical to defining and facilitating framework
 - ii. Moving forward, develop replicable, measurable model and implementation method that can be scaled to fit other school systems, based on readiness.
 - g. Provider: N-CCS
 - h. Date(s) of BOC Action: 8/26/24

The total dollar amount of Opioid Settlement Funds appropriated across the above named and authorized strategies is \$2,277,383.

This the 15th day of June, 2026.

[Seal]

C. Randall Isenhower, Chairman
Catawba County Board of Commissioners

Attest:

Dale R. Stiles, Clerk
Catawba County Board of Commissioners

9. Consent Agenda.

County Manager Mary Furtado presented the following four items under the consent agenda. Chair Isenhower asked if any commissioner wished for the 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 appropriate \$415,000 in 911 Telephone Fund fund balance for replacement of 12 AXS radio consoles.

The 911 Communication Center currently has 12 radio consoles in need of replacement, with total estimated project costs of \$1,372,852. In May, the Board of Commissioners appropriated \$957,852 in current year revenues towards this project. While the remaining \$415,000 in funds was planned to come from 911 Fund Balance for appropriation through the FY27 Budget process, the Board granting this request would allow the project to move forward now, and these funds would be removed from the FY27 Budget. (This planned 911 fund balance expenditure has been approved by the 911 Board.)

Supplemental Appropriation:

Revenue:

202-280100-690100	911 Fund Balance Applied	\$415,000.00
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Expense:

202-280100-985000	Other Equipment	\$415,000.00
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b. Staff recommended the Board of Commissioners adopt the 2027 NC Housing Finance Agency Urgent Repair Grant Project Budget Ordinance, Assistance Policy and Procurement/Disbursement Policy, and Western Piedmont Council of Governments (WPCOG) Administration Agreement.

In February 2026, Catawba County received notice that North Carolina Housing Finance Agency (NCHFA) awarded \$165,000 in Urgent Repair Grant (URP) funds to 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, porch repair or handicap ramps. Due to a shortage of contractors, most of the work will be new roofs or HVAC systems.

Attached is the 2027 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 18th URP grant that the County has received.

Also attached is the Project Budget Ordinance showing project revenues and expenditures, and the WPCOG Administrative Agreement for Catawba County's Urgent Repair Program. Of the total award, \$135,000 will be used for rehabilitation for urgent needs, and the remaining \$30,000 will support the WPCOG's grant administration contract.

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 ordinance applies:

ORDINANCE# _____

CATAWBA COUNTY'S PROJECT BUDGET ORDINANCE
FOR THE 2027 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#2703 between this unit and the North Carolina Housing Finance Agency. This project is more familiarly known as the 2027 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 15th day of June ,2026.

Chair

ATTEST:

County Clerk

A copy of the Assistance Policy is hereto attached:

Catawba County Assistance Policy For the 2027 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 2027 cycle of the Urgent Repair Program ("URP27"). 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 2026-2027 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 URP27 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 URP27 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 URP27 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

URP27 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 advertise on Catawba County website/Facebook page along with the WPCOG's website along with notifying County's Social Services, the senior centers and Soup Kitchens throughout the County. 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 will need to be current on County property taxes.

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 URP27 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 URP27 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 URP27.
- *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 URP27? 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 URP27 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 URP27 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 URP27 must meet or exceed the NC Residential Building Code.

Who will do the work on the homes? Catawba County is obligated under URP27 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 and County property taxes will be verified as well.
- 3. Preliminary inspection:** The WPCOG's Rehabilitation Housing Inspector 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 one (1) week 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 URP27. 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 2026.
- All work will be under contract by December 31, 2027.
- All rehabilitation work must be completed by January 31, 2028.

How do I request an application? Just contact:

Laurie Powell (828-485-4249)
Western Piedmont Council of Governments
P.O. Box 9027
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 URP27 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 URP27 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 URP27? 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 9027 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 15th day of June 2026.

Attest

Chair, County Commissioners

A copy of the Disbursement Policy is hereto attached:

**CATAWBA COUNTY
URGENT REPAIR PROGRAM (URP 27)
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 15th day of June 2026.

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: _____

A copy of the Agreement is hereto attached:

AGREEMENT BETWEEN THE
WESTERN PIEDMONT COUNCIL OF GOVERNMENTS AND
CATAWBA COUNTY
FOR THE PROVISION OF
GRANT MANAGEMENT ASSISTANCE:
CATAWBA COUNTY URGENT REPAIR HOUSING PROJECT (URP2703)
JULY 1, 2026–FEBRUARY 29, 2028

This AGREEMENT, entered into on this the 15th day of June 2026 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 July 1, 2026, and ending February 29, 2028.
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
JULY 1, 2026– FEBRUARY 29, 2028

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 a 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, 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 20 month period beginning July 1, 2026 and ending February 29, 2028.

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.

c. Staff recommended the Board of Commissioners declare Retiring Sheriff Sergeant Brian Helms' badge and weapon surplus, pursuant to NC Statute 20-187.2(a). Sergeant Helms is retiring effective July 1, 2026 and has asked that the weapon and badge be presented at a retirement ceremony at a later date.

d. Staff recommended the Board of Commissioners approve 15 releases totaling \$11,640.74 and 60 Motor Vehicles Bill adjustments / refunds totaling \$5,301.46 requested during the month of May.

North Carolina General Statute 105-381(b) states upon receipt of a taxpayer's written request for release or refund, the taxing unit's governing body has 90 days to determine whether the taxpayer's request is valid to either approve the release or refund of the incorrect portion or to notify the taxpayer in writing that no release or refund will be made.

During the month of May Tax Office staff have checked records and verified the legitimacy of 15 releases totaling \$11,640.74 and 60 Motor Vehicle Bill adjustments / refunds totaling \$5,301.46.

Common reasons for the release of tax bill amounts include change in values and months, change in situs, businesses closing / being sold, clerical errors and there were adjusted billing to remove retitled mobile homes. Discovery bills were mailed to new owners for the correct tax year. The motor vehicle bill adjustments are largely due to pro-ration of tax bill amounts to account for mid-year transfers of ownership, change in values and change in situs.

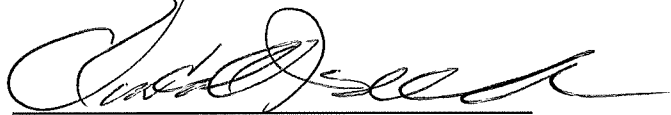
The consent agenda items came in the form of a motion by Chair Isenhower, which carried unanimously.

10. Other Items of Business. None.

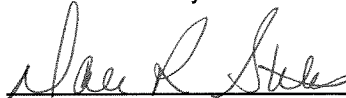
11. Manager's Report. None.

12. Attorney's Report. None.

13. Adjournment. No further action was taken. Upon a motion by Commissioner Beatty which unanimously carried, the meeting was adjourned at 8:05 p.m.



Randy Isenhower, Chair
Catawba County Board of Commissioners



Dale R. Stiles
County Clerk