

## AGENDA

Catawba County Board of Commissioners Meeting  
Monday, July 22, 2019, 7:00 p.m.  
Board of Commissioners Meeting Room  
2<sup>nd</sup> Floor, Catawba County Justice Center  
100 Government Drive, Newton, NC

1. Call to Order.
2. Pledge of Allegiance to the Flag.
3. Invocation.
4. [Approval of the Minutes from the Board's Regular Meeting of June 17, 2019.](#)
5. Recognition of Special Guests.
6. Public Comments.
7. Presentation.  
Presentation on Catawba County Youth Council Activities by Catawba County Youth Council Member Luke Fountain.
8. Public Hearing.  
[Rezoning Request for 7856 E NC 150 Highway from R-20 Residential to Highway Commercial. Presented by Assistant Planning Director Chris Timberlake.](#)
9. [Appointments.](#)
10. Consent Agenda.
  - a. [Hickory Public Schools – Northview Middle School Chiller Replacement.](#)
  - b. [Map Review Officer Designation.](#)
  - c. [Excise Tax Refund Request.](#)
  - d. [Pyrotechnics Permit Application.](#)
  - e. [Authorizing the City of Conover to Issue Pyrotechnics Permits.](#)
11. Departmental Report.
  - a. Planning.  
[2019 North Carolina Housing Finance Agency \\$75,000 Urgent Repair Grant. Presented by Planning and Parks Director Jacky Eubanks.](#)
  - b. Technology.  
[Contract for Purchase and Implementation of Public Safety Software. Presented by Chief Information Officer Rick Pilato.](#)
12. Other Items of Business.
13. Manager's Report.
14. Attorneys' Report.

15. Adjournment.

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

**CALENDAR:** The August 2019 Board of Commissioners Meetings will take place on Monday, August 5, 2019, and Monday, August 19, 2019, at 7:00 p.m., in the Commissioners Meeting Room on the 2<sup>nd</sup> Floor of the Catawba County Justice Center, 100 Government Drive, Newton.

## MEMORANDUM

TO: Catawba County Board of Commissioners

FROM: Chris Timberlake, Planner

DATE: July 22, 2019

IN RE: Rezoning Request – 7856 E NC 150 Highway, R-20 Residential to Highway Commercial

---

### REQUEST

Staff requests the Board of Commissioners holds a public hearing to receive citizen comments and consider an application to rezone approximately 1.3 acres, owned by Princeton Asset Management, LLLP, from R-20 Residential to Highway Commercial (HC) District.

#### Purpose of Zoning District

The current R-20 Residential district, requires a minimum lot size of 20,000 square feet (1/2 acre), and is considered a high-density “general use” residential district. Predominant uses in this district include single-family homes and agriculture. The Highway Commercial district requires a minimum lot size of 40,000 square feet (1 acre) and is considered a “general use” district. The district provides for highway-oriented business, office, service, and civic uses.

### REVIEW/BACKGROUND

#### Location/Zoning

The property for which the rezoning request is being considered is located at 7856 E NC 150 Highway in the Highway 150 Corridor Planning District, Mountain Creek Township, and further identified by Parcel Identification Number 4617-13-04-8623.

The property, depicted as Parcel 1 on the attached map, is zoned R-20 Residential and is occupied by one residence (stick-built home). The surrounding parcels contain the zoning districts and uses described below.

- *North/East*– Parcel 2 is zoned Highway Commercial (HC) (40,000 square foot minimum). A climate controlled storage facility is being constructed on the parcel.
- *South* – Parcel 3 is zoned R-20 Residential and contains a single-family home. Parcel 4 is zoned R-30 Residential (minimum 30,000 square feet) and contains a single-family home.
- *West* – Parcel 5 is zoned R-20 Residential and is occupied with a single-family home.

Zoning History (subject property)

None to report.

Land Use

The subject property along with the properties located along NC 150 Highway are within the Mixed Use Corridor Overlay (MUC-O) requiring additional aesthetic and pedestrian oriented development standards. Non-residential development standards within the Unified Development Ordinance will regulate development of the property if it is rezoned to Highway Commercial.

Utilities

Public water and sewer are located along E NC 150 Highway.

Transportation

East NC 150 Highway is identified as a boulevard in the 2035 Long Range Transportation Plan. Traffic counts taken in 2017 near the site measured 14,000 annual average daily traffic (AADT). Currently, widening of E NC 150 Highway will be on a new alignment north of Terrell. However, it is possible that the widening will exist along the current NC 150 alignment. The draft state transportation improvement program proposes right-of-way acquisition beginning in 2025 and construction commencing in 2027.

Land Use Plan

The Highway 150 Corridor Plan, adopted on September 8, 2014, serves as the current land use plan for this area. Map 6, titled "Future Land Use & Economic Opportunity," depicts the property as being located in an area recommended for mixed use, commercial or multi-family uses. The Highway Commercial district is consistent with the recommended future land use map.

Staff Recommendation

Staff recommends the 1.3 acres owned by Princeton Asset Management, LLLP be rezoned from R-20 Residential to Highway Commercial District based upon:

- 1) The property's proximity to other Highway Commercial properties located along East NC 150 Highway;
- 2) The property's proximity to other non-residential uses; and
- 3) The request being consistent with the adopted Highway 150 Corridor Plan, Map 6 Future Land Use & Economic Opportunities map recommendations.

Planning Board Public Hearing

The Planning Board held a public hearing on June 24, 2019 to consider the application. No one from the public spoke for or against the request. Michael Goudreault spoke on behalf of the

applicant. He indicated that only four properties remained residentially zoned between Sherrills Ford Road and Slanting Bridge Road along NC 150 Highway. It makes sense for the applicant to try to position this property for future non-residential possibilities. The Planning Board asked if there had been any phone calls about the request and if there were any current plans for the property if it is rezoned. The answer to both questions is no.

#### **PLANNING BOARD ACTION**

The Planning Board voted 8 – 0 to make a favorable recommendation to the Board of Commissioners to rezone the 1.3 acres owned by Princeton Asset Management, LLLP from R-20 Residential to HC Highway Commercial district based upon:

- 1) The property's proximity to other Highway Commercial properties located along East NC 150 Highway;
- 2) The property's proximity to other non-residential uses; and
- 3) The request being consistent with the adopted Highway 150 Corridor Plan, Map 6 Future Land Use & Economic Opportunities map recommendations.

## ***Applicant***

Princeton Asset Management

## ***Request***

Rezone one parcel (1.3 acres) from R-20 Residential to Highway Commercial (HC) District

## ***Location***


Parcel Identification Number 4617-13-04-8623  
7856 East NC 150 Highway


## ***Date***

July 22, 2019

# REZONING REQUEST MAP

Applicant: Princeton Asset Mgmt  
PIN - 4617-13-04-8623  
R-20 Residential to  
HC Highway Commercial

 Subject Parcel

 Structures

## County Zoning

 HC

 PD

 PD-CD

 R-20

 R-30

 RC

Subject Parcels fall within the following Overlay:  
WP-O

1 Through 5 - See Adjacent Property Owner List

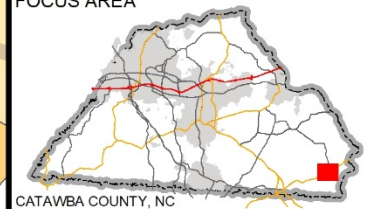


1 inch = 300 feet

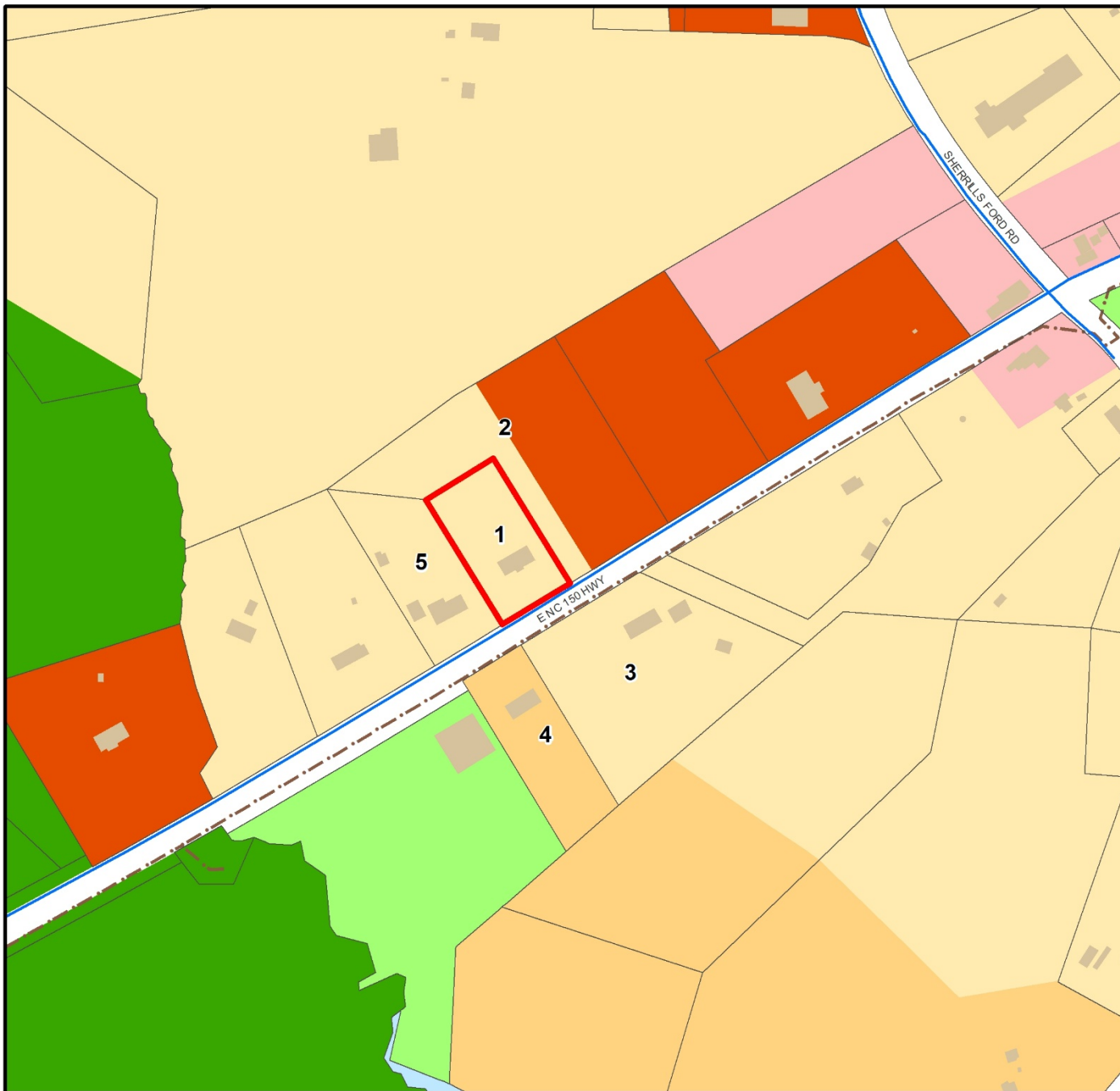
This map product was prepared from the Catawba County, NC, Geographic Information System. Catawba County has made substantial efforts to ensure the accuracy of location and labeling information contained on this map. Catawba County promotes and recommends the independent verification of any data contained on this map product by the user. The County of Catawba, its employees and agents disclaim, and shall not be held liable for any and all damages, loss or liability, whether direct, indirect or consequential which arises or may arise from this map product or the use thereof by any person or entity.

E:\projects\planning\Rezoning\_Requests\Princeton\_Asset\Princeton\_Asset.mxd

## FOCUS AREA



CATAWBA COUNTY, NC



# REZONING REQUEST MAP

Applicant: Princeton Asset Mgmt  
PIN - 4617-13-04-8623  
R-20 Residential to  
HC Highway Commercial

-  Subject Parcel
-  Parcels

Subject Parcels fall within the following Overlay:  
WP-O, MUC-O

1 Through 5 - See Adjacent Property Owner List



1 inch = 300 feet

This map product was prepared from the Catawba County, NC, Geographic Information System. Catawba County has made substantial efforts to ensure the accuracy of location and labeling information contained on this map. Catawba County promotes and recommends the independent verification of any data contained on this map product by the user. The County of Catawba, its employees and agents disclaim, and shall not be held liable for any indirect or consequential which arises or may arise from this map product or the use thereof by any person or entity.

E:\projects\planning\Rezoning\_Requests\Princeton\_Asset\Princeton\_Asset\_A.mxd

FOCUS AREA








CATAWBA COUNTY, NC





# REZONING REQUEST MAP

Applicant: Princeton Asset Mgmt  
PIN - 4617-13-04-8623  
R-20 Residential to  
HC Highway Commercial

-  2' Contour Lines
-  Creeks, Streams
-  Ponds, Lakes
-  Subject Parcel
-  Structures

Subject Parcels fall within the following Overlay:  
WP-O, MUC-O

1 Through 5 - See Adjacent Property Owner List

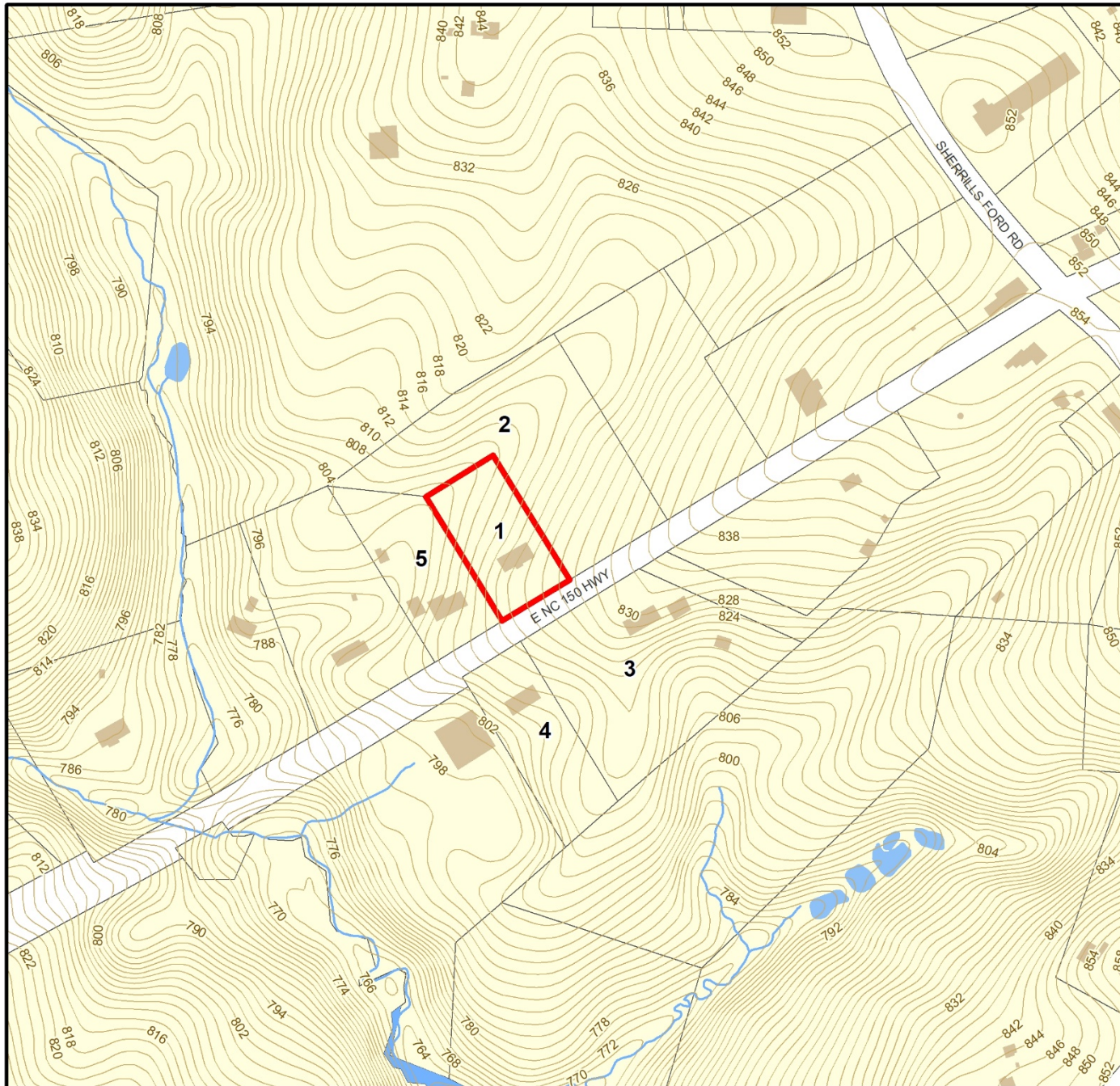
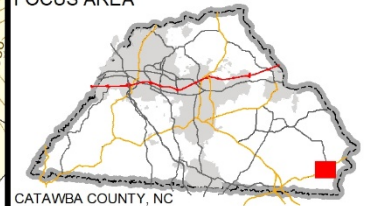


1 inch = 300 feet

This map product was prepared from the Catawba County, NC, Geographic Information System. Catawba County has made substantial efforts to ensure the accuracy of location and labeling information contained on this map. Catawba County promotes and recommends the independent verification of any data contained on this map product by the user. The County of Catawba, its employees and agents disclaim, and shall not be held liable for any and all damages, loss or liability, whether direct, indirect or consequential which arises or may arise from this map product or the use thereof by any person or entity.








E:\projects\planning\Rezoning\_Requests\Princeton\_Asset\Princeton\_Asset\_Topographic

## FOCUS AREA



# REZONING REQUEST MAP

Applicant: Princeton Asset Mgmt  
PIN - 4617-13-04-8623  
R-20 Residential to  
HC Highway Commercial

-  Creeks, Streams
-  Ponds, Lakes
-  Subject Parcel
-  Structures
-  Parcels
-  WP-O
-  MUC-O

Subject Parcels fall within the following Overlay:  
WP-O, MUC-O

1 Through 5 - See Adjacent Property Owner List



1 inch = 300 feet

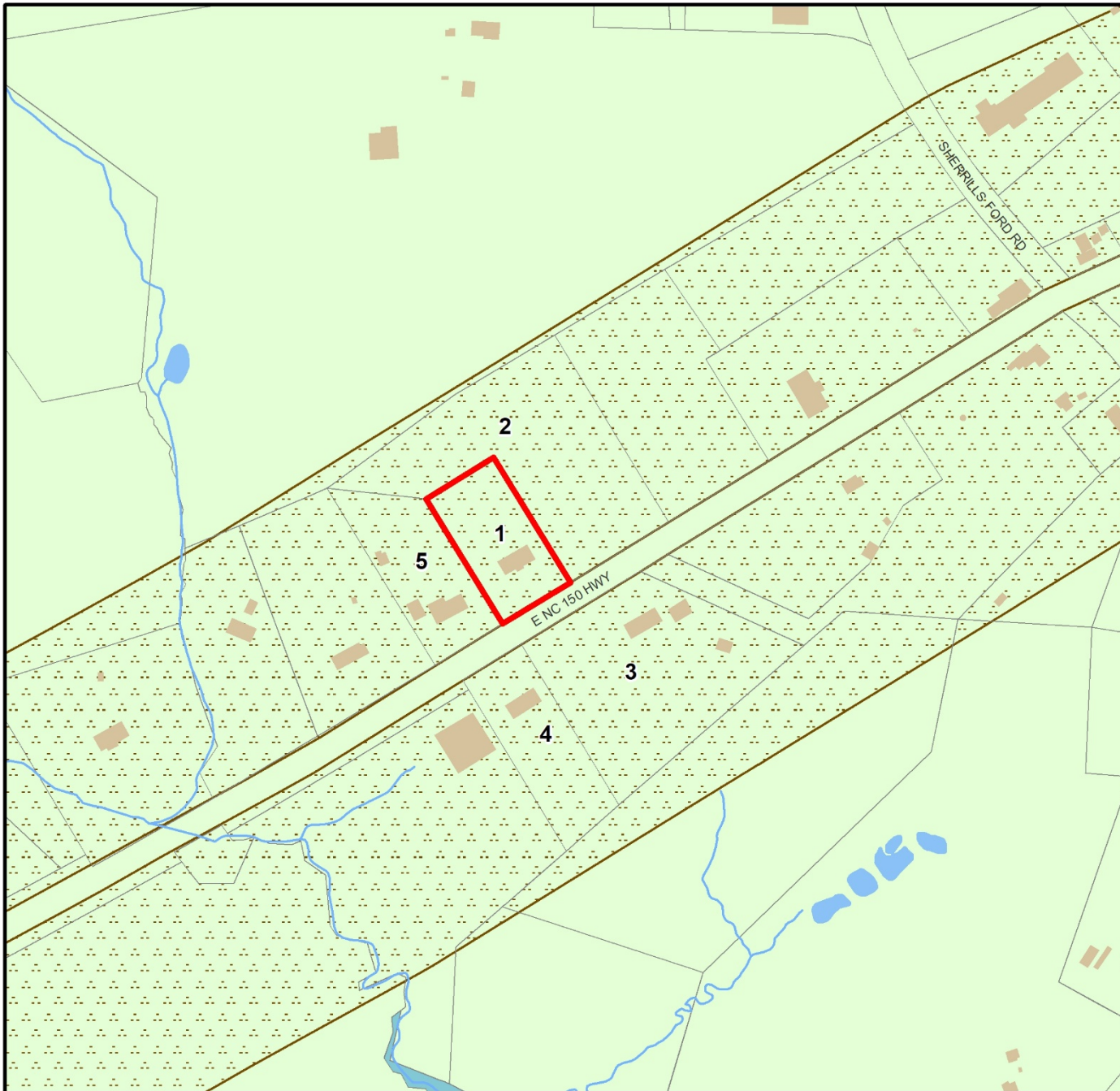
This map product was prepared from the Catawba County, NC, Geographic Information System. Catawba County has made substantial efforts to ensure the accuracy of location and labeling information contained on this map. Catawba County promotes and recommends the independent verification of any data contained on this map product by the user. The County of Catawba, its employees and agents disclaim, and shall not be held liable for any and all damages, loss or liability, whether direct, indirect or consequential which arises or may arise from this map product or the use thereof by any person or entity.

E:\projects\planning\Rezoning\_Requests\Princeton\_Asset\Princeton\_Asset\_O.mxd

## FOCUS AREA



CATAWBA COUNTY, NC



# Subject Property



# Adjacent Properties – North/East



# Adjacent Properties – South



# Adjacent Properties – West



# Drone Photography



# Drone Photography





# Review – Existing and Proposed Zoning

- R-20 Residential district requires a minimum lot size of 20,000 square feet (1/2 acre) and is a high-density residential district providing for single-family and agricultural uses.
- Highway Commercial (HC) district requires a minimum lot size of 40,000 square feet and provides areas for highway-oriented business, office, service, and civic uses.

## Utilities

- Public water and sewer exists along East NC 150 Highway. The applicant would contact the Utilities Department to determine availability.

# Transportation

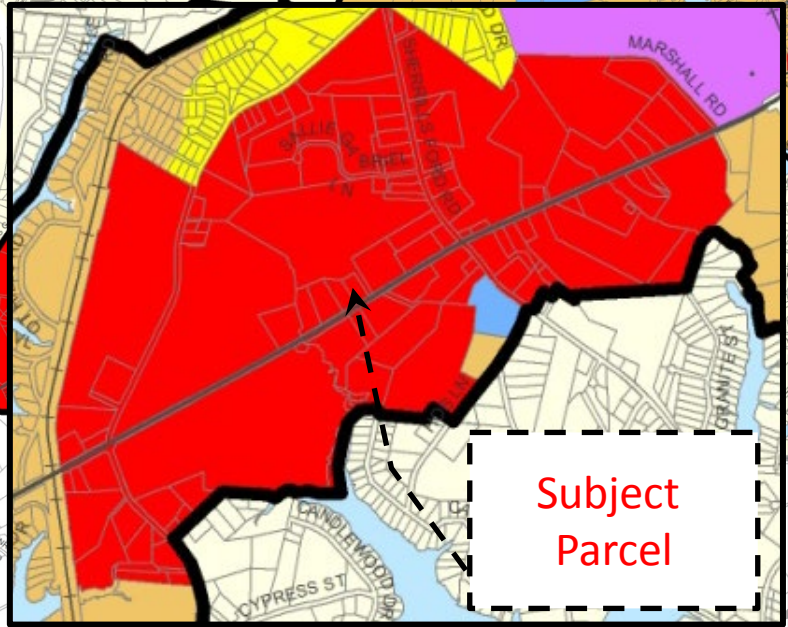
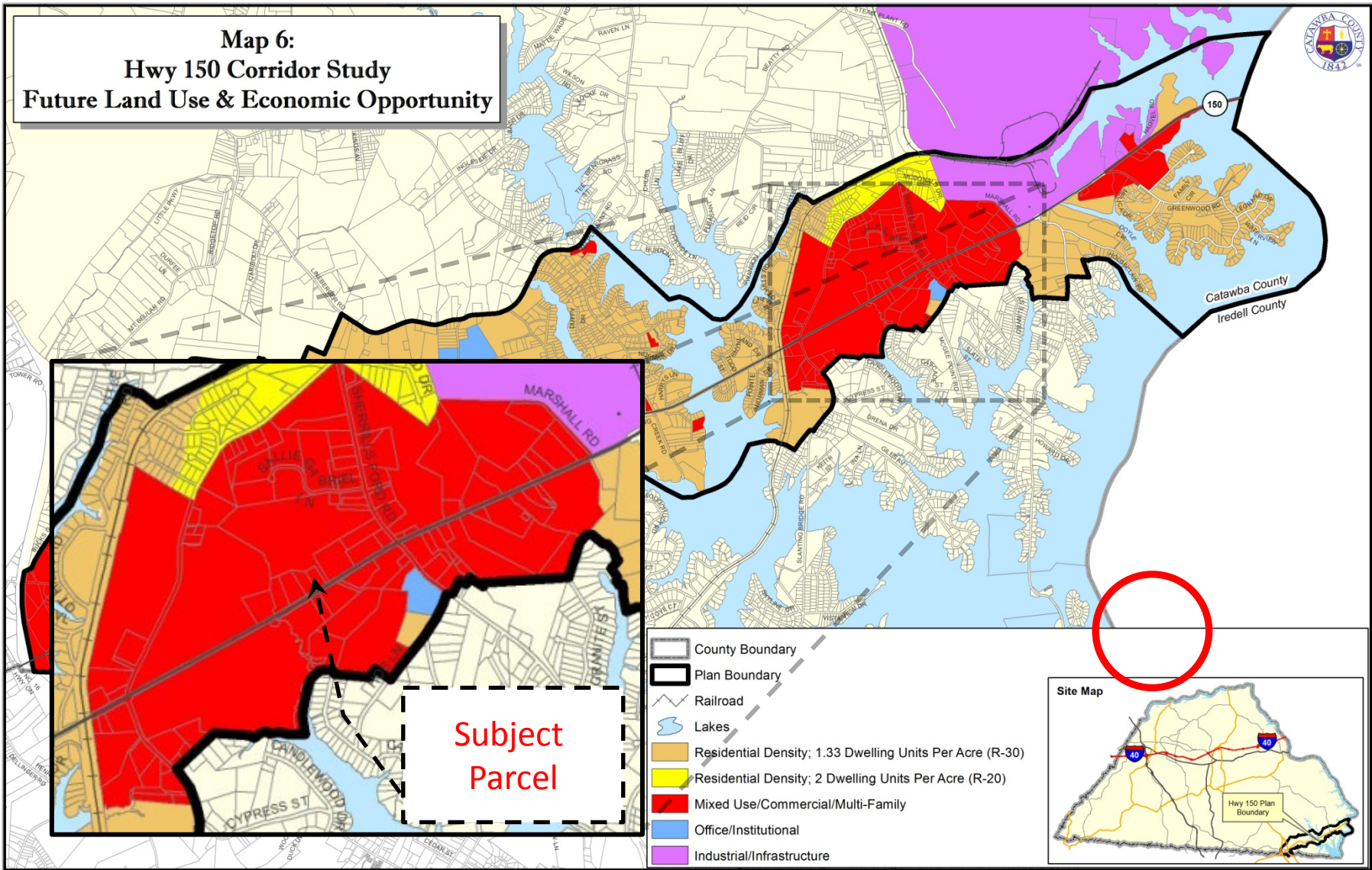
- East NC 150 Highway is identified as a boulevard in the 2035 Long Range Transportation Plan.
- Traffic counts taken in 2017 near the site measured 14,000 annual average daily traffic (AADT).
- Currently, widening of E NC 150 Highway will be on a new alignment north of Terrell. However, it is possible that the widening will exist along the current NC 150 alignment.
- The draft state transportation improvement program proposes right-of-way acquisition beginning in 2025 and construction commencing in 2027.

# Land Use Plan

- The Highway 150 Corridor Plan, adopted on September 8, 2014, serves as the current land use plan for this area.
- Map 6, titled “Future Land Use & Economic Opportunity,” depicts the property as being located in an area recommended for mixed use, commercial or multi-family uses.
- The Highway Commercial district is consistent with the recommended future land use map.

# Future Land Use Recommendations

**Map 6:  
Hwy 150 Corridor Study  
Future Land Use & Economic Opportunity**



- County Boundary
- Plan Boundary
- Railroad
- Lakes
- Residential Density; 1.33 Dwelling Units Per Acre (R-30)
- Residential Density; 2 Dwelling Units Per Acre (R-20)
- Mixed Use/Commercial/Multi-Family
- Office/Institutional
- Industrial/Infrastructure



# Planning Board Public Hearing

- The Planning Board held a public hearing on June 24, 2019 to consider the application.
- No one from the public spoke for or against the request.
- Michael Goudreault spoke on behalf of the applicant.
  - ✓ Only four properties remained residentially zoned between Sherrills Ford Road and Slanting Bridge Road along NC 150 Highway.
  - ✓ Reasonable for the applicant to try to position this property for future non-residential possibilities.
- The Planning Board asked if there had been any phone calls about the request and if there were any current plans for the property if it is rezoned. The answer to both questions is no.

# Planning Board Action

The Planning Board voted 8 – 0 to make a favorable recommendation to the Board of Commissioners to rezone the 1.3 acres owned by Princeton Asset Management, LLLP from R-20 Residential to HC Highway Commercial district based upon:

- 1) The property's proximity to other Highway Commercial properties located along East NC 150 Highway;
- 2) The property's proximity to other non-residential uses; and
- 3) The request being consistent with the adopted Highway 150 Corridor Plan, Map 6 Future Land Use & Economic Opportunities map recommendations.

# PRINCETON ASSET MANAGEMENT, LLLP

PO Box 3608

Mooresville, NC 28117

Tel: 704-799-9770 Fax: 704-799-9789

May 8, 2019

Catawba County Planning Department  
25 Government Drive  
Newton, NC 28658

**Re: Rezoning Application, 7856 E NC Hwy 150**

To Whom It May Concern,

Princeton Asset Management, LLLP, is pleased to submit to the Catawba County Planning Department an application for the rezoning of 7856 E NC Highway 150, Terrell, NC 28682. The subject parcel encompasses 1.30 Acres of land and has a 1560 sq ft residence currently located on it. It is labeled with Parcel ID: 461713048623. We believe that this property is a candidate for rezoning to the classification Highway Commercial (HC) due to the proximity of the property to other commercial tracts, and the substantial change in circumstances regarding the uses of the neighboring properties.

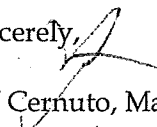
The parcel is bordered on two sides, the northern and eastern boundaries, by land owned by Tyson Sure-Safe, LLC. A portion of this neighboring property is currently in the Highway Commercial classification, and plans have been filed to construct a mini-storage facility on the property. Additionally, that neighboring tract will either have, or be adjacent to, the access drive to the new subdivision "Townes at Sherrills Ford," a 150+ unit townhome development proposed for the 31.20 Acre site owned by BP Gabriel, LLC. Recently, the adjacent property has been clear cut, and what was once a wooded area surrounding the property has been graded for the construction of the mini-storage facility.

Additionally, the property is bordered to the south by Highway 150. Approximately .33 miles from village center drive and the new shopping center anchored by Publix, the vast majority of the properties in either direction that border Highway 150 are zoned either HC or PD-CD. This, coupled with the recent construction and planned construction in the area, gives rise to a clear picture of the commercial future of the area.

Based on the Highway 150 Corridor Plan for development, adopted September 8, 2014, the property we submit for rezoning, the future use plan shows a "Mixed Use/Commercial/Multi-Family" development. This is based on a projected traffic count increase of over 100% over the next 20 years, with more than 20,000 vehicles passing in front of the property on a daily basis in 2040. Moreover, one of the guiding principles of the Development Plan was to provide more job opportunities in Sherrills Ford through an increase in commercial sites.

For these reasons, we feel that our property is an excellent fit for rezoning to Highway Commercial, to reflect a use of the property more in line with the changing conditions in the area, and to bring the property in line with the county's future vision. We appreciate your consideration in this matter and are happy to answer any questions you may have.

Sincerely,

  
Jeff Cernuto, Managing Partner  
Princeton Asset Management, LLLP

Catawba County Rezoning/Ordinance Text Amendment Application

Applicant Princeton Asset Management, LLLP Phone # 704-799-9770
Applicant's Fax 704-799-9789 Applicant's Email jeff@princetoncommunities.com
Applicant's Mailing Address 132 Joe Knox Avenue, Suite 105 City, State, Zip Mooresville, NC 28117
Property Owner Princeton Asset Management, LLLP Phone # 704-779-9770
Property Owner's Mailing Address 132 Joe Knox Avenue, Suite 105 City, State, Zip Mooresville, NC 28117
Parcel 911 Address 7856 E NC Highway 150, Terrell, NC 28682 PIN # 461713048623
Subdivision Name and Lot # N/A
Current Zoning District R-20 Proposed Zoning District HC

Type of Rezoning Application:

- General Rezoning
Planned Development Rezoning
Special District Rezoning
Conditional District Rezoning
Manufactured Home Park Rezoning
Ordinance Text Amendment

General Information to be attached:

- If a portion of an existing parcel is requested to be rezoned, a survey of the portion of the parcel(s) covered by the proposed amendment at a scale no smaller than 1 inch equals 200 feet, on a 18 x 24 inch map and one 8 x 11 inch map (30 copies).
Submittal of 30 copies of each map including digital copies in .pdf or .jpg format.
If applicable, a legal description of such land
If applicable, a detailed statement of any alleged error in the Unified Development Ordinance which would be corrected by the proposed amendment, and a detailed explanation of the manner the proposed amendment will correct the alleged error.
A detailed statement of all other circumstances, factors, and reasons, which applicant offers in support of the proposed zoning map or text amendment.
Filing Fee: Per Catawba County Fee Schedule

Applicant's Signature [Signature] Date 5-8-2018
Property Owner's Signature [Signature] Date



### Subject and Adjacent Property Owners

<u>label</u>	<u>PIN</u>	<u>CALCAC</u>	<u>owner</u>	<u>owner2</u>	<u>address</u>	<u>city</u>	<u>state</u>	<u>zip</u>	<u>bldg_no</u>	<u>street_nam</u>
1	461713048623	1.30	PRINCETON ASSET MANAGEMENT LP		PO BOX 3604WY	MOORESVILLE	NC	28117-3604	7856	E NC 150 HWY
2	461713048911	3.77	TYSON SURE-SAFE LLC		1675 N. HIGHWAY 16	DENVER	NC	28037-8640	7872	E NC 150 HWY
3	461713141369	3.70	ERNEST EUGENE STEWART	MARY C STEWART	PO BOX 336	TERRELL	NC	28682-0336	7869	E NC 150 HWY
4	461713049129	1.49	CARROL E HELTON	LETA CAROL HELTON	7857 NC HIGHWAY 150 E	TERRELL	NC	28682-8703	7857	E NC 150 HWY
5	461713046556	1.57	DORIS RAE PICKARD		7844 NC HIGHWAY 150 E	TERRELL	NC	28682-8703	7844	E NC 150 HWY



**catawba county**  
planning & parks

## ZONING MAP AMENDMENT CONSISTENCY STATEMENT

On July 22, 2019 the Catawba County Board of Commissioners conducted a public hearing for the purpose of considering a zoning map amendment to Parcel Identification Number 4617-13-04-8623 (Case #RZ2019-003). The applicant is Princeton Asset Management, LLLP.

Upon considering the matter, the Catawba County Board of Commissioners finds the request consistent with Map 6, titled “Future Land Use & Economic Opportunity” of the Highway 150 Corridor Plan, which recommends a future use of the property for mixed-use, commercial, or multi-family development. The Board of Commissioners therefore finds the request reasonable for rezoning based upon:

- 1) The property’s proximity to other Highway Commercial properties located along East NC 150 Highway;
- 2) The property’s proximity to other non-residential uses; and
- 3) The request being consistent with the adopted Highway 150 Corridor Plan, Map 6 Future Land Use & Economic Opportunities map recommendations.

This decision was affirmed by a vote of \_\_\_\_ - \_\_\_\_ of the Catawba County Board of Commissioners.

\_\_\_\_\_  
Presiding Officer

\_\_\_\_\_  
Date

[catawbacountync.gov](http://catawbacountync.gov)

Catawba County Government Center  
25 Government Drive | Newton NC 28658 | 828.465.8380

**MAKING. LIVING. BETTER.**

Ordinance No. 2019-\_\_\_\_\_

**AMENDMENT TO THE CATAWBA COUNTY ZONING MAP**

**BE IT ORDAINED, BY THE BOARD OF COMMISSIONERS**, that the Catawba County Official Zoning Atlas is hereby amended by rezoning the following described property from R-20 Residential to Highway Commercial (HC) District:

1.3 acres identified by Parcel Identification Number 4617-13-04-8623, located at 7856 East NC 150 Highway within the Highway 150 Corridor Planning District, Mountain Creek Township.

**PLAN CONSISTENCY STATEMENT:**

Pursuant to NCGS 153A-341, the Catawba County Board of Commissioners finds the request consistent with Map 6 of the Highway 150 Corridor Plan titled "Future Land Use & Economic Opportunity" which recommends a future use of the property for mixed-use, commercial, or multi-family development and overall higher-density residential use. The Board of Commissioners therefore finds the request reasonable for rezoning and in the public interest based upon:

- 1) The property's proximity to other Highway Commercial properties located along East NC 150 Highway;
- 2) The property's proximity to other non-residential uses; and
- 3) The request being consistent with the adopted Highway 150 Corridor Plan, Map 6 Future Land Use & Economic Opportunities map recommendations.

This, the 22nd day of July 2019.

\_\_\_\_\_  
C. Randall Isenhower, Chair

## APPOINTMENTS

### **BARBARA (Upcoming) Library Board of Trustees**

**6/30/19**

**Amanda Edwards**

**Susan Hunsucker**

**Not Elig for Reappt**

**Not Elig for Reappt**

### **4-year term**

**Vice-Chair Beatty recommends the appointment of Tamara Shavers for a first term to succeed Amanda Edwards, Greg Kain for a first term to succeed Susan Hunsucker, and Carmen Isenhower to an unexpired term to succeed Sylvia Ray on the Library Board of Trustees. Ms. Shavers' term will expire June 30, 2022. Mr. Kain's term will expire June 20, 2023 and Ms. Isenhower's term will expire June 30, 2021.**

**MEMORANDUM**

**TO:** Catawba County Board of Commissioners  
**FROM:** Dr. Robbie Adell, Hickory Public Schools Superintendent  
Via Jennifer Mace, Budget & Management Director  
**DATE:** July 22, 2019  
**SUBJECT:** Hickory Public Schools – Northview Middle School Chiller Replacement

**Requested:**

Hickory Public Schools requests the ability to transfer \$120,000 from the Hickory High School Renovations project to replace a chiller at Northview Middle.

**Background:**

Northview Middle School has a chiller that is at end of life and has failed. The school system had hoped to get a few more years of use from the unit before replacement but needs to replace it before students return to school in August. One of the two compressors in the chiller has gone out. The estimated cost to repair the 19 plus year old unit is \$40,000, with no guarantee the other compressor won't fail, versus \$120,000 to replace the chiller. The normal expected life of a chiller is roughly 20 years.

The system received \$320,000 with the Fiscal Year 2019/20 budget toward bathroom renovations at Hickory High School, which it already plans to phase in over the next several years due to the high expense and extent of the project. The system requests to transfer \$120,000 from bathroom renovations to replace the chiller.

**Recommendation:**

Staff recommends the Board of Commissioners approves the transfer of \$120,000 from Hickory High School Renovations to Northview Renovations to replace the chiller.

**Transfer:**

From:

420-750100-865200-32104-3-19	Hickory High School Renovations	\$120,000
------------------------------	---------------------------------	-----------

To:

420-750100-865200-32107-3-01	Northview Renovations	\$120,000
------------------------------	-----------------------	-----------

## MEMORANDUM

TO: Catawba County Board of Commissioners

FROM: Jacky Eubanks, Planning Director

DATE: July 22, 2019

IN RE: Map Review Officer Designation

---

### REQUEST

Request is hereby made by the City of Conover and the Town of Catawba for the Board of Commissioners to amend the list of Map Review Officers by adoption of the attached resolution.

### BACKGROUND

On July 17, 1997, the General Assembly ratified SB 875 - Maps and Plats Law. This law requires all counties to appoint Review Officers who would review each plat or map before it is recorded and certify that it meets the statutory requirements for mapping. The law states that individuals have to be appointed by name, not by job title, so that any time a change occurs in staffing, a new Review Officer has to be appointed and approved by resolution of the Board of Commissioners and subsequently recorded in the Register of Deeds Office.

The Town of Catawba is requesting that Ashley Kale be added to the list of approved Map Review Officers. The City of Conover requests that Alison Adams be removed from the list of approved Map Review Officers.

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

Catawba County:	Jacky M. Eubanks, Susan Ballbach, Chris Timberlake and Elinor A. Hiltz
City of Hickory:	Brian Frazier, Cal Overby and Ross Zelenske
City of Newton:	Randy Williams and Alex S. Fulbright
City of Conover:	Alan M. Glines, Erik Schlichting and Cara C. (Chris) Reed
City of Claremont:	Leah Martin and John E. Wear
Town of Long View:	Charles T. Mullis
Town of Maiden:	Blake Wright
Town of Catawba:	Hunter Nestor, John E. Wear, Teresa Kinney and Ashley Kale
Town of Brookford:	Marshall Eckard

### RECOMMENDATION

Staff recommends the Board of Commissioners adopts the attached resolution which amends the Map Review Officers for the City of Conover and the Town of Catawba.

**RESOLUTION #2019-\_\_\_\_\_**  
**APPOINTMENT OF MAP REVIEW OFFICERS**

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

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

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

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

**WHEREAS**, the Catawba County Board of Commissioners on July 23, 2018 adopted Resolution #2018-14 which included names of individuals who were appointed as Review Officers for representative jurisdictions in Catawba County; and

**WHEREAS**, said Resolution was recorded in the Office of the Register of Deeds in Book 3463 Pages 1722-1724; and

**WHEREAS**, staffing changes have occurred in the City of Conover and the Town of Catawba which necessitate an amendment to the approved list of Map Review Officers.

**NOW THEREFORE, BE IT RESOLVED**, that Ashley Kale is hereby appointed to perform the responsibilities as required for Map Review Officer for the Town of Catawba, as indicated in accordance with the appropriate General Statutes; and

**FURTHER BE IT RESOLVED**, that Alison Adams is hereby removed from the list of appointed Review Officers for the City of Conover.

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

Catawba County:	Jacky M. Eubanks, Susan Ballbach, Chris Timberlake and Elinor A. Hiltz
City of Hickory:	Brian Frazier, Cal Overby and Ross Zelenske

City of Newton: Randy Williams and Alex S. Fulbright  
City of Conover: Alan M. Glines, Erik Schlichting and Cara C. (Chris) Reed  
City of Claremont: Leah Martin and John E. Wear  
Town of Long View: Charles T. Mullis  
Town of Maiden: Blake Wright  
Town of Catawba: Hunter Nestor, John E. Wear , Teresa Kinney and Ashley Kale  
Town of Brookford: Marshall Eckard

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

Adopted this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Attested**

**Catawba County Board of Commissioners**

\_\_\_\_\_  
**Barbara Morris, County Clerk**

\_\_\_\_\_  
**C. Randall Isenhower, Chair**



To: Catawba County Board of Commissioners  
From: Donna Hicks Spencer, Register of Deeds  
Date: July 22, 2019  
IN RE: Excise Tax Refund Request

**REQUEST**

An excise tax refund request totaling \$1,960.00 was submitted to the Register of Deeds. The Register of Deeds verified the refund and is recommending approval of the refund request.

**BACKGROUND**

Attorney Mark Denny has requested a refund of the excise tax he paid on to the Register of Deeds Office on July 1, 2019, in the amount of \$1,960.00. Mr. Denny's office electronically recorded the same deed twice by accident.

Pursuant to NCGS 105-228.37, a taxpayer who has overpaid an excise tax may request, in writing, a refund for the amount that was paid in error, and the Board must conduct a hearing on the request within ninety (90) days after the request was filed. Mr. Denny's request is attached.

**RECOMMENDATION**

It is recommended that the Board of Commissioners approves the refund to Attorney Mark Denny of excise tax paid to the Register of Deeds in the amount of \$1,960.00.

Mail to: The Denny Law Firm, PLLC, 11020 David Taylor Drive, Suite 201, Charlotte, NC 28262, Attn: Mark S. Denny

This instrument prepared by: The Denny Law Firm, PLLC, 11020 David Taylor Drive, Suite 201, Charlotte, NC 28262, Attn: Mark S. Denny

**REFUND AFFIDAVIT**  
**[N.C.G.S. 105-228.37(a)]**

**State of North Carolina, Catawba County.**

This instrument, made and entered into this 12th day of July, 2019, by Mark S. Denny, hereinafter called "Attorney," witnesseth the following:

WHEREAS, the undersigned is an attorney licensed by the State of North Carolina and his firm is authorized by the Register of Deeds of Catawba County to electronically record various documents in Catawba County Register of Deeds;

WHEREAS, on July 1, 2019, Attorney mistakenly electronically recorded two (2) specially warranty deeds of the same property, bearing tax parcel numbers 3702-09-17-2032 and 3702-09-16-2923, as more particularly described in the Deeds (the "Property"). The duplicate deeds are as follows and attached hereto as **Exhibit "A"**:

Special Warranty Deed by Tarlton & Tarlton Investments, L.L.C., a North Carolina limited liability company, as Grantor, to Hickory Portfolio II – DAG LLC, a North Carolina limited liability company, as Grantee, executed June 27, 2019 and recorded on July 1, 2019 and appearing in Book 3513 Page 1537 in the Catawba County Register of Deeds (the "Deed 1"), bearing excise tax in the amount of Nineteen Hundred Sixty Dollars (\$1,960.00); and

Special Warranty Deed by Tarlton & Tarlton Investments, L.L.C., a North Carolina limited liability company, as Grantor, to Hickory Portfolio II – DAG LLC, a North Carolina limited liability company, as Grantee, executed June 27, 2019 and recorded on July 1, 2019 and appearing in Book 3513 Page 1540 in the Catawba County Register of Deeds (the "Deed 2," together with the Deed 1 collectively herein referred to as, the "Deeds") bearing excise tax in the amount of Nineteen Hundred Sixty Dollars (\$1,960.00);

WHEREAS, due to the recording of the Deeds, this caused a duplicate transfer of the same Property and resulted in the Attorney paying the excise tax twice;

WHEREAS, due the aforementioned facts and pursuant to G.S. 105-228.37(a) of the North Carolina General Statutes, Attorney requests the Catawba Board of County Commissioners to refund him the sum of the amount of Nineteen Hundred Sixty Dollars

(\$1,960.00) for one of the excise tax fees that was paid to the Catawba County Register of Deeds.

Date: 7/12/19

Mark S. Denny  
Mark S. Denny, Bar #24206  
The Denny Law Firm, PLLC  
11020 David Taylor Drive, Suite 201  
Charlotte, North Carolina 28262  
Tel: 704-315-2641  
Fax: 704-625-9482  
Email: [mark@mdennylawfirm.com](mailto:mark@mdennylawfirm.com)

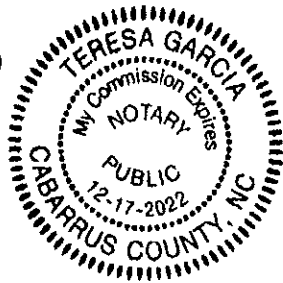
NORTH CAROLINA, MECKLENBURG COUNTY

I, a Notary Public of the county and state aforesaid, certify that Mark S. Denny personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and seal, this 12th day of July, 2019.

MY COMMISSION EXPIRES: 12/17/2022

Teresa Garcia  
Print Name: Teresa Garcia  
NOTARY PUBLIC

(Official Seal)



3513-1537

Exhibit A-1

FILED ELECTRONICALLY  
CATAWBA COUNTY NC  
DONNA HICKS SPENCER

FILED Jul 01, 2019  
AT 09:13:00 AM  
BOOK 03513  
START PAGE 1537  
END PAGE 1539  
INSTRUMENT # 10954  
EXCISE TAX \$1,960.00

**SPECIAL WARRANTY DEED**

Excise Tax: \$ 1960.00

Tax Parcel ID No. 3702-09-17-2032 & 3702-09-16-2923

Verified \_\_\_\_\_ County

on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ By: \_\_\_\_\_

Mall/Box to: Mark S. Denny, Attorney at Law, 11020 David Taylor Dr., Suite 201, Charlotte, NC 28262

This instrument was prepared by: Terry M. Taylor, Attorney at Law, P.O. Drawer 2428, Hickory, NC 28603

Brief description for the Index: 606 & 626 9<sup>th</sup> St., SW, Hickory, NC 28602

THIS DEED, made this the 21 day of June, 2019, by and between

**GRANTOR:** TARLTON & TARLTON INVESTMENTS, L.L.C., a North Carolina limited liability company whose mailing address is 926 2<sup>nd</sup> Street, NE, Hickory, NC 28601 (herein referred to as Grantor) and

**GRANTEE:** HICKORY PORTFOLIO II - DAG LLC, a North Carolina limited liability company whose address is Attn: David Fontana, 1365 North Railroad, Suite 408, Staten Island, NY 10306 (herein referred to as Grantee).

*[Include mailing address for each Grantor and Grantee; marital status of each individual Grantor and Grantee; and type of entity, e.g., corporation, limited liability company, for each non-individual Grantor and Grantee.]*

WITNESSETH:

For valuable consideration from Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby gives, grants, bargains, sells and conveys unto Grantee in fee simple, subject to the Exceptions and Reservations hereinafter provided, if any, the following described property located in the County of Catawba, State of North Carolina, more particularly described as follows:

See Exhibit A

*Prepared by Young, Morphis, Bach & Taylor, L.L.P. The attorneys who prepared this instrument, have not performed a title examination of the subject realty and therefore make no opinion or warranty as to the quality of title, nor have said attorneys participated in any real estate closing involving this instrument. The parties to this instrument agree they have reviewed, understand and agree to the terms of this instrument, and that the attorney/client relationship between the client(s) ordering and paying for this instrument and attorneys preparing this instrument is strictly limited to the instrument's preparation.*

Said property having been previously conveyed to Grantor by instrument recorded in Book 2057, Page 746 and Book 2029, Page 1242, and Book 2057, Page 743 and being reflected on plat recorded in Plat Book 3, Page 99, Catawba County Registry.

245483.1

Submitted electronically by "The Denny Law Firm, PLLC" in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Catawba County Register of Deeds.

All or a portion of the property herein conveyed \_\_\_ includes or X does not include the primary residence of a Grantor.

TO HAVE AND TO HOLD unto Grantee, together with all privileges and appurtenances thereunto belonging, in fee simple, subject to the Exceptions and Reservations hereinafter and hereinabove provided, if any.

And Grantor hereby warrants that Grantor has done nothing to impair the title as received by Grantor and that Grantor will forever warrant and defend the title against the lawful claims of all persons claiming by, through or under Grantor.

This conveyance is made subject to the following Exceptions and Reservations:

1. This conveyance is made subject to restrictive covenants and encumbrances of record, and to any and all easements and rights-of-way on location on the above-described property heretofore granted or existing in favor of any individuals, corporations, public or private associations of individuals, public utilities, and governmental agents, commissions or departments for the purpose of constructing, erecting, laying, building or maintaining any streets, roads, highways, signs, service alleys, power lines or poles, gas lines, water lines, lines for pipes or sewer lines and any and all other similar or related public or private utility service facilities or otherwise.
2. Matters of Survey.
3. 2019 Ad Valorem Taxes.

All references to Grantor and Grantee as used herein shall include the parties as well as their heirs, successors and assigns, and shall include the singular, plural, masculine, feminine or neuter as required by context.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

TARLTON & TARLTON INVESTMENTS, L.L.C.

By: [Signature]  
James V. Tarlton, Jr., Member/Manager

State of North Carolina  
County of Catawba

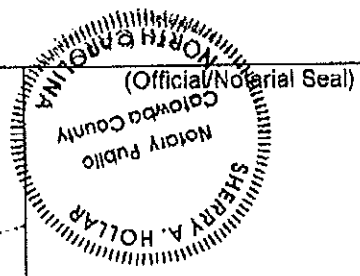
I certify that the following person personally appeared before me this day, each acknowledging to me that he signed the foregoing document:

James V. Tarlton, Jr., Member/Manager

Date: 6/27/19

[Signature]  
Sherry A. Hollan, Notary Public

My Commission Expires: 3/10/2023



## EXHIBIT A

TRACT ONE: (3702-09-17-2032)

BEGINNING at an iron pin; said iron pin being set in the Western right-of-way margin of 9th Street, SW and a 20-foot right-of-way; and running thence from said beginning point North  $84^{\circ} 2'$  West 234 feet to a point; and continuing thence South  $7^{\circ} 59'$  West 35 feet to a point; and continuing thence South  $7^{\circ} 25' 24''$  East 67.27 feet to a point in the Northern line of Octavia L. Causby; and running thence with the Northern line of Octavia L. Causby South  $84^{\circ} 23'$  East 208.47 feet to a point in the Western right-of-way margin of 9th Street, SW; and running thence with the right-of-way margin of 9th Street, SW North  $12^{\circ} 19'$  East 101.10 feet to the point and place of BEGINNING, and being .517 acres according to a survey prepared by Sam Rowe, Jr., and being dated September 8, 1993.

Being the full contents of Lots No. 83, 84, 85 and 86 of that certain subdivision which is shown by map duly recorded in Plat Book 3, Page 99, in the Office of the Register of Deeds of Catawba County, North Carolina. Said lots face on 9th Street (formerly 20th Street) and adjoin a 20-foot street on the North.

For back reference to title see recorded Deed in Book 1206, Page 538; Book 1852, Page 1068 and Book 2057, Page 746, Catawba County Registry.

TRACT TWO: (3702-09-16-2923)

BEGINNING at an iron pin in the western margin of Ninth Street, S.W., said iron pin marking the southeast corner of James V. Tarlton and lying South  $20^{\circ} 53' 11''$  West 126.65 feet from a P.K. nail in the center of the intersection of Sixth Avenue, S.W. and Ninth Street, S.W., and proceeding thence with the western margin of Ninth Street, S.W., South  $12^{\circ} 21' 47''$  West 81.59 feet to an iron pin in the northeast corner of Violet S. Shook; thence with Shook's northern line North  $84^{\circ} 03' 06''$  West 230.78 feet to an iron pin in the eastern line of Shirley A. Settlemire; thence with Settlemire's eastern line North  $00^{\circ} 11' 35''$  West 80.40 feet to an iron pin in the southwest corner of James V. Tarlton; thence with Tarlton's southern line South  $84^{\circ} 19' 00''$  East 248.50 feet to the Beginning, and containing approximately 0.443 acres, according to a survey by Donald S. Miller, R.C.S., dated May 30, 1994.

3513-1540

Exhibit A-2

FILED ELECTRONICALLY  
CATAWBA COUNTY NC  
DONNA HICKS SPENCER

FILED	Jul 01, 2019
AT	09:13:00 AM
BOOK	03513
START PAGE	1540
END PAGE	1542
INSTRUMENT #	10955
EXCISE TAX	\$1,960.00

**SPECIAL WARRANTY DEED**

Excise Tax: \$ 1960.00

Tax Parcel ID No. 3702-09-17-2032 & 3702-09-16-2923

Verified \_\_\_\_\_ County

on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ By: \_\_\_\_\_

Mail/Box to: Mark S. Denny, Attorney at Law, 11020 David Taylor Dr., Suite 201, Charlotte, NC 28262

This instrument was prepared by: Terry M. Taylor, Attorney at Law, P.O. Drawer 2428, Hickory, NC 28603

Brief description for the Index: 606 & 626 9<sup>th</sup> St., SW, Hickory, NC 28602

THIS DEED, made this the 21 day of June, 2019, by and between

**GRANTOR:** TARTLTON & TARTLTON INVESTMENTS, L.L.C., a North Carolina limited liability company whose mailing address is 926 2<sup>nd</sup> Street, NE, Hickory, NC 28601 (herein referred to as Grantor) and

**GRANTEE:** HICKORY PORTFOLIO II – DAG LLC, a North Carolina limited liability company whose address is Attn: David Fontana, 1365 North Railroad, Suite 408, Staten Island, NY 10306 (herein referred to as Grantee).

*(Include mailing address for each Grantor and Grantee; marital status of each individual Grantor and Grantee; and type of entity, e.g., corporation, limited liability company, for each non-individual Grantor and Grantee.)*

WITNESSETH:

For valuable consideration from Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby gives, grants, bargains, sells and conveys unto Grantee in fee simple, subject to the Exceptions and Reservations hereinafter provided, if any, the following described property located in the County of Catawba, State of North Carolina, more particularly described as follows:

See Exhibit A

*Prepared by Young, Morphis, Bach & Taylor, L.L.P. The attorneys who prepared this instrument, have not performed a title examination of the subject realty and therefore make no opinion or warranty as to the quality of title, nor have said attorneys participated in any real estate closing involving this instrument. The parties to this instrument agree they have reviewed, understand and agree to the terms of this instrument, and that the attorney/client relationship between the client(s) ordering and paying for this instrument and attorneys preparing this instrument is strictly limited to the instrument's preparation.*

Said property having been previously conveyed to Grantor by Instrument recorded in Book 2057, Page 746 and Book 2029, Page 1242, and Book 2057, Page 743 and being reflected on plat recorded in Plat Book 3, Page 99, Catawba County Registry.

245483.1

Submitted electronically by "The Denny Law Firm, PLLC" in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Catawba County Register of Deeds.

All or a portion of the property herein conveyed \_\_\_ includes or X does not include the primary residence of a Grantor.

TO HAVE AND TO HOLD unto Grantee, together with all privileges and appurtenances thereunto belonging, in fee simple, subject to the Exceptions and Reservations hereinafter and hereinabove provided, if any.

And Grantor hereby warrants that Grantor has done nothing to impair the title as received by Grantor and that Grantor will forever warrant and defend the title against the lawful claims of all persons claiming by, through or under Grantor.

This conveyance is made subject to the following Exceptions and Reservations:

1. This conveyance is made subject to restrictive covenants and encumbrances of record, and to any and all easements and rights-of-way on location on the above-described property heretofore granted or existing in favor of any individuals, corporations, public or private associations of individuals, public utilities, and governmental agents, commissions or departments for the purpose of constructing, erecting, laying, building or maintaining any streets, roads, highways, signs, service alleys, power lines or poles, gas lines, water lines, lines for pipes or sewer lines and any and all other similar or related public or private utility service facilities or otherwise.
2. Matters of Survey.
3. 2019 Ad Valorem Taxes.

All references to Grantor and Grantee as used herein shall include the parties as well as their heirs, successors and assigns, and shall include the singular, plural, masculine, feminine or neuter as required by context.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

TARLTON & TARLTON INVESTMENTS, L.L.C.

By: [Signature]  
James V. Tarlton, Jr., Member/Manager

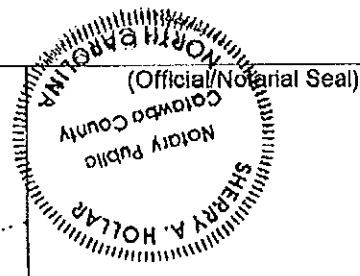
State of North Carolina  
County of Catawba

I certify that the following person personally appeared before me this day, each acknowledging to me that he signed the foregoing document:

James V. Tarlton, Jr., Member/Manager

Date: 6/27/19

[Signature]  
Sherry A. Hollan, Notary Public



My Commission Expires: 3/10/2023



EXHIBIT A

TRACT ONE: (3702-09-17-2032)

BEGINNING at an iron pin; said iron pin being set in the Western right-of-way margin of 9th Street, SW and a 20-foot right-of-way; and running thence from said beginning point North 84° 2' West 234 feet to a point; and continuing thence South 7° 59' West 35 feet to a point; and continuing thence South 7° 25' 24" East 67.27 feet to a point in the Northern line of Octavia L. Causby; and running thence with the Northern line of Octavia L. Causby South 84° 23' East 208.47 feet to a point in the Western right-of-way margin of 9th Street, SW; and running thence with the right-of-way margin of 9th Street, SW North 12° 19' East 101.10 feet to the point and place of BEGINNING, and being .517 acres according to a survey prepared by Sam Rowe, Jr., and being dated September 8, 1993.

Being the full contents of Lots No. 83, 84, 85 and 86 of that certain subdivision which is shown by map duly recorded in Plat Book 3, Page 99, in the Office of the Register of Deeds of Catawba County, North Carolina. Said lots face on 9th Street (formerly 20th Street) and adjoin a 20-foot street on the North.

For back reference to title see recorded Deed in Book 1206, Page 538; Book 1852, Page 1068 and Book 2057, Page 746, Catawba County Registry.

TRACT TWO: (3702-09-16-2923)

BEGINNING at an iron pin in the western margin of Ninth Street, S.W., said iron pin marking the southeast corner of James V. Tarlton and lying South 20° 53' 11" West 126.65 feet from a P.K. nail in the center of the intersection of Sixth Avenue, S.W. and Ninth Street, S.W., and proceeding thence with the western margin of Ninth Street, S.W., South 12° 21' 47" West 81.59 feet to an iron pin in the northeast corner of Violet S. Shook; thence with Shook's northern line North 84° 03' 06" West 230.78 feet to an iron pin in the eastern line of Shirley A. Settlemyre; thence with Settlemyre's eastern line North 00° 11' 35" West 80.40 feet to an iron pin in the southwest corner of James V. Tarlton; thence with Tarlton's southern line South 84° 19' 00" East 248.50 feet to the Beginning, and containing approximately 0.443 acres, according to a survey by Donald S. Miller, Rc3..L.S., dated May 30, 1994.

## MEMORANDUM

TO: Catawba County Board of Commissioners

FROM: Mark Pettit, Assistant Emergency Services Director

DATE: July 22, 2019

RE: Pyrotechnics Permit Application

### Request

Staff requests the Board of Commissioners approves a Pyrotechnics Permit for JECO Pyrotechnics Inc.

### Background

The City of Claremont has contracted with JECO Pyrotechnics Inc. which has submitted a Pyrotechnic Permit application. The requested permit is for a fireworks display to be conducted on July 27, 2019 at Claremont City Park located on E. Main Street next to the Claremont Elementary School. This display is part of a community event for the City of Claremont. The display is scheduled to occur at 8:45 p.m. and will be completed no later than 9:30 p.m.

JECO Pyrotechnics Inc., has a valid “Outdoor Pyrotechnics Display Operators Permit” through the North Carolina Department of Insurance, Office of State Fire Marshal. Based on the application, all statutory requirements have been or will be met. If at any time, any requirement of the permit is not satisfied the Fire/Rescue Division will immediately revoke the permit.

### Recommendation

Staff recommends the Board of Commissioners approves this Pyrotechnics Permit to JECO Pyrotechnics Inc.



CATAWBA COUNTY

www.catawbacountync.gov

Department of Emergency Services
Fire/Rescue Division
P.O. Box 389 - 100 A Southwest Blvd.
Newton, North Carolina 28658-0389

828.465.8230 (phone)
828.464.4820 (fax)
828.465.8200 (TDD)

FCPR-06-2019-32065

BLASTING PERMIT APPLICATION

PERMIT FEE \$150.00 (per permit)

APPLICATION DATE: 7-27-19 EXPIRATION DATE:
(not to exceed 60 days)

Location/Address of Blasting Parcel ID# 376214433067 - City of Claremont Park

Work of blasting will begin 8:45 p.m. and will be completed by 9:30 p.m.

TO THE FIRE MARSHAL:

Application is hereby made for a permit for blasting at the above location. The undersigned hereby agrees to comply with the provisions of the NC Fire Prevention Code and the County Code Of Catawba County and with all other provision law relating to this subject.

PROPERTY OWNER City of Claremont

ADDRESS 3288 E. Main St. Claremont NC 28610 PHONE (828) 466-7255

CONTRACTOR JECO Pyrotechnics Inc.

ADDRESS 195 Rogers Ridge Rd. Newland, NC 28657 PHONE (828) 266-2619

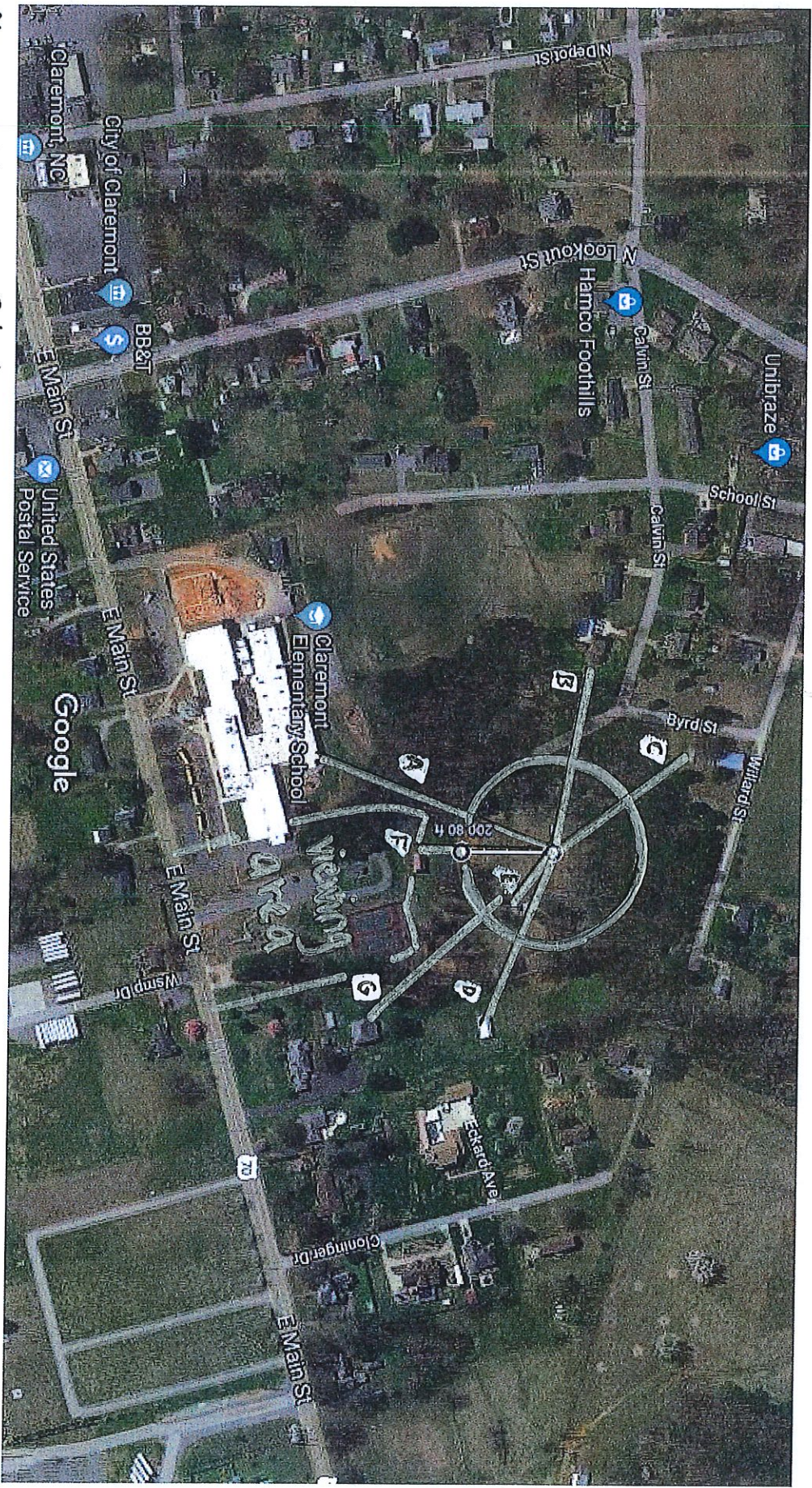
(Sign Here) [Signature] Applicant

Approved (Date) (Catawba County Fire Marshal or designee)

When satisfactory evidence has been submitted that the applicant has conformed to all the provisions governing the issuing of such permit, and when signed by the Fire Marshal of Catawba County (or his designee), this application will be taken to the Catawba County Permit Center, where a blasting permit may be issued to perform such work as described at the location listed.

As required by the NC Fire Prevention Code, before application for a permit is approved, the applicant shall file a bond and provide documentation of such to the Fire Marshal's Office. This bond shall become available for payment of any damages arising from the permitted blasting. The bond is to be in the amount of no less than \$1,000,000 and the insurance policy shall include coverage for injuries or damages arising from the blasting operations.

The applicant shall notify the Fire Marshal's Office prior to commencing actual blasting operations. Catawba County shall not be responsible for any damages to property or injuries to persons by reasons of issuance of a permit or inspections made. Applicant by acceptance of this permit will hold harmless and indemnify Catawba County for any loss or damages resulting from the activity permitted by this permit.

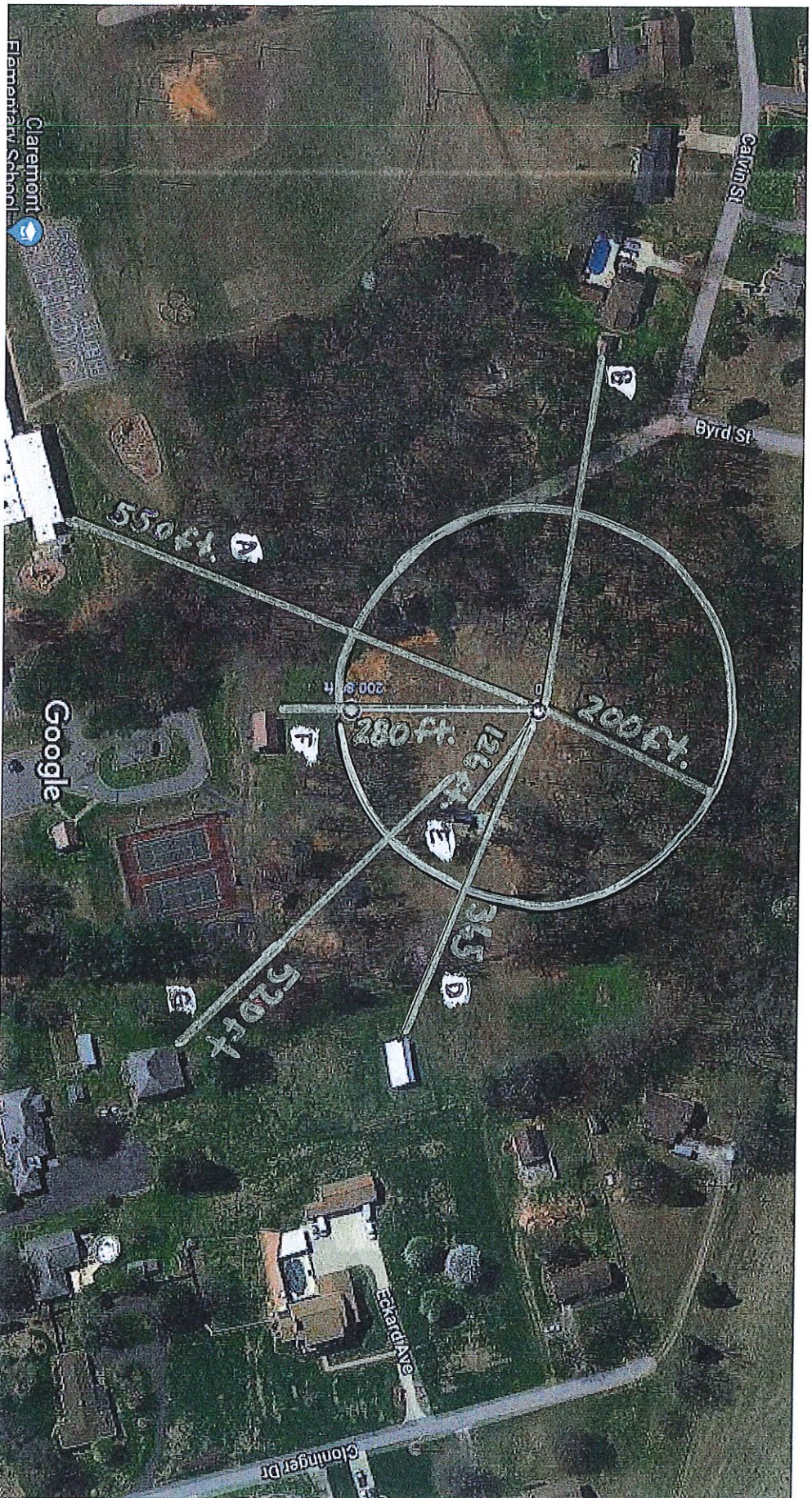


- A) Claremont Elementary School — 550 ft
- B) 3373 E. Calvia St. (Structure) — 380 ft
- C) 3052 Byrd St. (Structure) — 350 ft
- D) 2991 Cloninger Dr. (Structure) — 365 ft
- E) Claremont City Park Stage — 126 ft
- F) Claremont City Park Picnic Shed — 280 ft
- G) 345 E. Main St. (Structure) — 520 ft

Imagery ©2018 DigitalGlobe, Orbis Inc, USDA Farm Service Agency, Map data ©2018 Google

200 ft

<https://www.google.com/maps/@35.7179407,-81.1427678,603m/data=!1!1e3>



Imagery ©2018 DigitalGlobe, Orbis Inc, Map data ©2018 Google 100 ft



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/6/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**  
Ryder Rosacker McCue & Huston (MGD by Hull & Compa  
509 W Koenig St  
Grand Island NE 68802

**CONTACT NAME:** Kristy Wolfe  
**PHONE (A/C, No., Ext):** 3083822330 **FAX (A/C, No):**  
**E-MAIL ADDRESS:** kwolfe@ryderinsurance.com

**INSURED**  
JECO Pyrotechnics, Inc.  
195 Rogers Ridge Rd  
Newland NC 28657

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : SCOTTSDALE INS CO	41297
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

**COVERAGES**

CERTIFICATE NUMBER: 2050487027

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			CPS2850168	10/25/2018	10/25/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Blanket Additional Insured applies to the entities listed below per attached form GLS-150s when required by written agreement.  
 Waiver of Subrogation applies to the entities listed below per attached form CG 24 04 when required by written agreement.  
 Additional Insured: City of Claremont  
 Location: 3384 E. Main St., Claremont, NC  
 Date: 7/27/19

**CERTIFICATE HOLDER****CANCELLATION**

City of Claremont  
3288 East Main Street  
P.O. Box 446  
Claremont NC 28610

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

JECO Pyrotechnics, Inc  
195 Rodgers Ridge Rd  
Newland, NC 28657  
828-260-2619  
jecopyro@gmail.com

## Shot List

**Location:**

City of Claremont City Park  
Parcel ID # 376214433067  
Claremont, NC 28610

**Date:** 07/27/2019

**Shots to be fired:**

<u>Number of shots</u>	<u>description of shot</u>
252	1 3/4 inch artillery shells
21	500 gram cakes
9	200 gram cakes



**catawba county**  
north carolina

PERMIT TO POSSESS AND DISPLAY REGULATED PYROTECHNICS

The applicant, JECO Pyrotechnics Inc., having met or asserting he will meet, all the requirements of NCGS 14-410, 14-413, 58-82A-3 and Chapter 33 of the NC Fire Prevention Code, the Catawba County Board of Commissioners hereby authorizes JECO Pyrotechnics Inc. to possess and display pyrotechnics provided all statutory regulations and conditions asserted in the application are met at all times.

When atmospheric conditions, local circumstances or a ban on outdoor burning has been issued, the Fire/Rescue Division of the Catawba County Emergency Services Department has the authority to approve a new date for the pyrotechnics display. The scheduled date of discharge is July 27<sup>th</sup>, 2019.

The Fire/Rescue Division has the authority to revoke this permit at any time if any requirements are not being met.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2019.

---

Randy Isenhower, Chair  
Catawba County Board of Commissioners

[catawbacountync.gov](http://catawbacountync.gov)

Catawba County Government Center  
25 Government Drive | PO Box 389 | Newton NC 28658 | 828.465.8201

---

**MAKING. LIVING. BETTER.**



## MEMORANDUM

TO: Catawba County Board of Commissioners  
FROM: Debra Bechtel, County Attorney  
DATE: July 22, 2019  
SUBJECT: Authorizing the City of Conover to Issue Pyrotechnics Permits

### REQUEST

The Board of Commissioners authorizes the City of Conover to issue pyrotechnics permits.

### BACKGROUND

Article 54, Chapter 14 of the North Carolina Statutes regulates the sale, manufacture, use etc. of pyrotechnics. Pursuant to NCGS 14-413 the board of county commissioners may issue permits for pyrotechnics use in connection with concerts or public exhibitions, such as fairs, carnivals, shows and public celebrations provided other statutory conditions are met. This same statute provides a board of county commissioners may authorize the governing body of any city in the county to issue these permits by adopting a resolution. The transfer of authority remains in effect until withdrawn by the board of commissioners adopting a subsequent resolution withdrawing the authority.

On June 27, 2019, the County received a request from Conover City Manager Donald Duncan for the Board to grant the City of Conover authority to issue permits in accordance with Article 54. The City will review any submitted applications to ensure compliance with all the requirements of the General Statutes. In 2010 the cities of Hickory and Newton made similar requests and the Board adopted resolutions granting them this authority.

### RECOMMENDATION

Staff recommends the Board of Commissioners adopts the attached resolution authorizing the City of Conover to issue pyrotechnics permits.

**RESOLUTION NO. 2019-**

**AUTHORITY FOR THE CITY OF CONOVER TO ISSUE  
PERMITS FOR PYROTECHNICS TO BE EXHIBITED**

**WHEREAS**, NCGS 14-413, Permits For Use at Public Exhibitions, authorizes counties to issue permits for pyrotechnics use in connection with concerts or other public exhibitions; and

**WHEREAS**, NCGS 14-413(a1) provides a board of county commissioners may authorize the governing body of any city in the county to issue pyrotechnics permits; and

**WHEREAS**, should a county board of commissioners grant such authority to the city it shall remain in effect until withdrawn by the board of county commissioners adopting a subsequent resolution withdrawing the authority; and

**WHEREAS**, the City of Conover has requested the Catawba County Board of Commissioners grant the City the authority to issue pyrotechnics permits in accordance with the provisions of Article 54 of Chapter 14 within the City's corporate limits; and

**WHEREAS**, the City of Conover has the expertise to ensure the safety of its citizens and ensure an applicant's compliance with Article 54 of Chapter 14.

**NOW, THEREFORE**, the Catawba County Board of Commissioners does hereby authorize the City of Conover to issue pyrotechnics permits in accordance with Article 54, Chapter 14 of the North Carolina General Statutes.

This the 22<sup>nd</sup> day of July, 2019.

---

C. Randall Isenhower, Chair  
Catawba County Board of Commissioners

ATTEST:

---

Barbara E. Morris, Clerk



**catawba county**  
planning & parks

July 22, 2019

Memorandum

**To:** Catawba County Board of Commissioners  
**From:** Jacky Eubanks Planning & Parks Director  
**Re:** 2019 North Carolina Housing Finance Agency \$75,000 Urgent Repair Grant

**Request:**

Consider adopting:

1. The Assistance Policy,
2. Procurement/Disbursement Policy,
3. WPCOG administration agreement and the
4. Project Budget Ordinance for the 2019 North Carolina Housing Finance Agency Urgent Repair Grant of \$75,000.

**Background:**

Catawba County applied for an Urgent Repair Grant (URP) through the North Carolina Housing Finance Agency (NCHFA) for \$100,000 in December 2018 and received funding for \$75,000 in April 2019. This grant which will help a minimum of twelve (12) homeowners with emergency repair housing items. These funds can be used for urgent needs such as leaking roofs, non-functional heating units, handicap accessibility, etc. No local match required.

Attached you will find the 2019 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 11th URP grant that the County has received.

Also attached is the WPCOG Administrative Agreement for Catawba County's Urgent Repair Program and the Project Budget Ordinance. The WPCOG agreement is for the administration of the grant. The County is allowed to spend up to \$10,000 or less on rehab of a house of which NCHFA allows up to \$1,000 per house for administration, work write-ups and inspections. The WPCOG contract is for \$12,000, which averages out to about \$1,000 a house. The remaining \$63,000 will be used for rehabilitation for urgent needs. WPCOG has an ongoing waiting list of eligible homeowners and work from that list. The ordinance shows the revenues and expenditures for the project.

**Recommendation:**

[catawbacountync.gov](http://catawbacountync.gov)

Catawba County Government Center

25 Government Drive | Newton NC 28658 | 828.465.8380

---

**MAKING. LIVING. BETTER.**

Staff recommends adopting:

1. The Assistance Policy.
2. Procurement/Disbursement Policy,
3. WPCOG agreement and the
4. Project Budget Ordinance for the 2019 North Carolina Housing Finance Agency Urgent Repair Grant of 75,000.

**CATAWBA COUNTY  
URGENT REPAIR PROGRAM (URP 19)  
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 Rehabilitation Specialist 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).
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. 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 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.

The Procurement and Disbursement Policies are adopted this the 22nd day of July, 2019.

**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: \_\_\_\_\_

**Catawba County  
Assistance Policy  
For the 2019 Cycle of the Urgent Repair Program**

**What is the Urgent Repair Program?** Catawba County has been awarded \$75,000 by the North Carolina Housing Finance Agency (“NCHFA”) under the 2019 cycle of the Urgent Repair Program (“URP19”). 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 2019-2021 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 URP19, 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 URP19 project to be fair, open, and consistent 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.

**Eligibility** To be eligible for assistance under URP19 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  $\geq 5$  household members or a household with a child below the age of six with an elevated blood lead level.)
- 4) must have urgent repair needs, which can not be met through other state or federally- funded housing assistance programs

**URP19 Income Limits for Catawba County**

Number in Household	30% of Median (very-low income)	50% of Median (low income)
1	\$11,600	\$19,350
2	\$13,250	\$22,100
3	\$14,900	\$24,850
4	\$16,550	\$27,600
5	\$17,900	\$29,850
6	\$19,200	\$32,050
7	\$20,550	\$34,250
8	\$21,850	\$36,450

\*Income limits are subject to change based on annually published HUD HOME Limits.

**Advertisement of Urgent Repair Program** Catawba County will either advertise or will publish an article in the local newspaper serving Catawba County (The Hickory Daily Record or The Observer News Enterprise). Catawba County has retained names of individuals who have in the past requested housing assistance through the Western Piedmont Council of Governments (WPCOG). WPCOG staff will send each of these individuals the Assistance Policy and an application for assistance when the program is advertised in the newspapers.

### **Selection of applicants**

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

The applicants from each county selected to receive assistance through the WPCOG Urgent Repair Program will be selected on a first-come, first-served basis within appropriate income categories. 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.

Recipients of assistance under the URP19 will be chosen by the above criteria without regard to race, religion, sex, color, national origin, handicapping condition or family status of the owners or occupants.

**The definitions of special needs' populations under URP19 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 URP19.
- *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 with an elevated blood lead level.



**\*\*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** Many of the homeowners assisted may also need other services. When the Administrator and the Housing Specialist meet at the home to develop the work write-up, the Administrator will educate the homeowner about available resources and programs that are available to the applicant. If available, pamphlets or other printed materials will be given to the applicant. With the applicant's permission, the Administrator will then contact the agency on behalf of the client to ensure that needed services and assistance are available. A case management system will be in place that will provide for follow-up of these services. The Administrator will contact the agency to be certain that these special needs were provided. Agencies in the referral network include the Department of Social Services (food stamps, fuel assistance, other assistance), Health Department (health care), Home Health Care Agencies (health care, housekeeping and transportation), Greenway Public Transportation, Senior Center (socialization and other services), County Tax Office (Homestead Act), local crisis centers (food, clothing and emergency services), Nutrition Sites (meals), Veteran's Administration (benefits), Duke Power (reduced rates for SSI head-of-households), Independent Living.

**What is the form of assistance under URP19?** 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 \$2,000 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 the WPCOG's Rehabilitation Specialist. There is no minimum to the amount of the loan; however the maximum life-time limit according to the guidelines of URP19 is \$10,000.

**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 URP19 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 double wide mobile homes will be considered on a case by case bases after inspected by Community Development Staff.**

All work that is completed under URP19 must meet or exceed NC Residential Building Code.

**Who will do the work on the homes?** Catawba County is obligated under URP19 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, the 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.

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

- 1. Completing an Application form:** Apply by contacting Laurie Powell, 828-322-9191 ext. 249 Community Development Administrator, at the Western Piedmont Council of Governments. Proof of ownership and income will be required. Those who have applied for housing assistance from Catawba County in the past will not automatically be reconsidered. A new application will need to be submitted.
- 2. Screening of applicants:** Household income will be verified for program purposes only (information will be kept confidential). Ownership of property will be verified.
- 3. Preliminary inspection:** The WPCOG’s Rehabilitation Specialist’s, Joel Herman and Rick Oxford, and a Program Administrator 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 staff determines the need for support services, those services will be explained at this time.

5. **Work write-up:** The Rehabilitation Specialist will prepare complete and detailed work specification (known as the "work write-up"). A final cost estimate will also be prepared by the Rehabilitation Specialist and held in confidence until bidding is completed.
6. **Bidding:** The work write-up and bid documents will be mailed to a minimum of three contractors on the Approved Contractors' Registry who will be given one week in which to inspect the property and prepare bid proposals. The names of the invited contractors will be supplied to the homeowner. Each will need access to those areas of the house, in which work is to be performed, in order to prepare a bid. A bid opening will be conducted at the WPCOG's Community Development Office at a specified date and time, with all bidders and the homeowner invited to attend.
7. **Contractor selection:** Within 24 hours of the bid opening, after review of 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 WPCOG signing as an interested third party.
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 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 URP17. 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, and executed by the owner.

**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 Rehabilitation Specialist will sit down with the homeowner one last time. At this conference the contractor will hand over all owner's manuals and warranties on equipment. The contractor and Rehabilitation Specialist 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 section 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 2019.
- All work will be under contract by December 31, 2020.
- All rehabilitation work must be completed by January 31, 2021.

**How do I request an application?** Just contact:

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

**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 Administrator at the following address:

Program Administrator-Laurie Powell  
Catawba County Urgent Repair Program  
C/O Catawba County Planning and Recreation  
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 10 business days of the initial decision on an application.
4. Catawba County will respond in writing to any complaints or appeals within 10 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 Specialist.
2. The Rehabilitation Specialist will inspect the work in question. If he finds that the work is not being completed according to contract, the Rehabilitation Specialist 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 Rehabilitation Specialist and facilitated by the Catawba County.
4. Should the mediation conference fail to resolve the dispute, the Rehabilitation Specialist will render a written final decision.
5. If the Rehabilitation Specialist finds that the work is being completed according to contract, the complaint will be noted and the Rehabilitation Specialist and the homeowner will discuss the concern and the reason for the Rehabilitation Specialist'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 URP17 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 Policy Board and written permission from NCHFA.

**What about favoritism?** All activities under URP19, 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 URP19?** Any questions regarding any part of this application or program should be addressed to:

Laurie Powell (828-485-4249)  
Western Piedmont Council of Governments  
PO Box 9026  
Hickory, NC 28603

Copies of all referenced materials contained in this Assistance Policy may be obtained from Catawba County, 100-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 this 22nd day of July, 2019.

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Chair, County Commissioners

AGREEMENT BETWEEN THE  
WESTERN PIEDMONT COUNCIL OF GOVERNMENTS AND  
CATAWBA COUNTY  
FOR THE PROVISION OF  
GRANT MANAGEMENT ASSISTANCE:  
CATAWBA COUNTY URGENT REPAIR HOUSING PROJECT  
AUGUST 1, 2019–JANUARY 31, 2021

This AGREEMENT, entered into on this the 22nd day of July, 2019 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 \$12,000 (Twelve Thousand dollars), or up to \$1,000 (One thousand 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 CDBG 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 August 1, 2019 and ending January 31, 2021.
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 Iran Divestment Act Certification (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: \_\_\_\_\_  
County Manager

By: \_\_\_\_\_  
Executive Director

LOCAL GOVERNMENT:

PLANNING AGENCY:

By: \_\_\_\_\_  
Chair

By: \_\_\_\_\_  
Chairman

Preaudit statement:

This instrument has been preaudited 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  
August 1, 2019– January 31, 2021

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 and Joel Herman, CD Administrators, 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 the Catawba County Board of Commissioners highlighting accomplishments and expenditures for the period. 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 including 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. Hollar.
- Coordination with Program Selection Committee.
- 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 Project Inspector, Joel Herman will include, but not be limited to the following:

- Initial, bi-weekly and final housing inspections.
- Preparation of work write-up, bid packets, cost estimates and bid openings.
- Be present at all pre-construction conferences.
- Monitor compliance with URP Program Rehabilitation Standards and all applicable local and state building codes.
- Serve as Lead Based Paint Inspector and follow all program requirements as related to same.
- 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 administration of this project in a 18-month period beginning August 1, 2019 and ending January 31, 2021.

#### Budget

The WPCOG will provide these administrative and construction services for a fee not to exceed \$12,000. The budget is broken down as follows:

Salaries	\$ 5,400
Fringe Benefits	2,862
Travel	1,218
Indirect	<u>2,520</u>
Total	\$ 12,000

#### 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.



ATTACHMENT E

**IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S. 143C-6A-5(a)**

Western Piedmont Council of Governments

As of the date listed below, the Western Piedmont Council of Governments (WPCOG) warrants and certifies that it is not identified on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 143-6A-4 and found at [www.nctreasurer .com/Iran](http://www.nctreasurer.com/Iran). The person signing this certification certifies that he or she is authorized by the WPCOG to make the foregoing certification. The WPCOG further agrees that it will not utilize any subcontractor that is identified on the Final Divestment List in connection with any contract or bid with Catawba County.

---

Signature

Date

---

Anthony Starr

Executive Director

Printed Name

Title

**ORDINANCE# \_\_\_\_\_**

CATAWBA COUNTY'S PROJECT BUDGET ORDINANCE  
FOR THE 2019 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#1901 between this unit and the North Carolina Housing Finance Agency. This project is more familiarly known as the 2019 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	\$75,000
--------------------------	----------

Section 4. The following amounts are appropriated for the project:

Expenditures

North Carolina Housing Finance Agency-URP

Rehabilitation-URP	\$63,000
WPCOG/Administration	<u>\$12,000</u>
	\$75,000

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 22nd day of July, 2019.

---

---

Chair

ATTEST:

---

---

County Clerk

## MEMORANDUM

**TO:** Catawba County Board of Commissioners

**FROM:** Rick Pilato, Chief Information Officer

**DATE:** July 22, 2019

**SUBJECT:** Contract for purchase and implementation of Public Safety software

### **REQUEST:**

Staff requests the Board of Commissioners authorize the County Manager to execute a contract with Central Square, dba TriTech Technologies, for an upgrade to 911 CAD dispatch and communication software and Mobile package in the amount of \$586,892.84.

### **BACKGROUND:**

The County has been on the same CAD and Mobile Public Safety software platform, TriTech's Vision system, for approximately 20 years, although version upgrades have been implemented over the course of that time. The current software system is nearing the end of its useful life. Due to ongoing acquisitions and mergers in the software industry, the number of Public Safety software vendors continues to decline, leaving few product options that meet the County's needs. Based on an analysis of required functionality, alignment/ compatibility with other existing systems, vendor support structure, and cost, staff recommends transitioning to the modernized Inform platform provided through the current vendor, Central Square/TriTech as the most appropriate option.

This agreement, if approved, offers the County the following benefits and enhancements:

- A more accurate and seamless addressing function fully integrated with GIS and utilizing the most up-to-date technology;
- "Smart" filtering to assist telecommunicators in dispatching the most appropriate resource for each call, based on geographic proximity and the nature of the call;
- A standardized user display screen where dispatch telecommunicators and first responders will now have access to the same information in the same format, reducing the likelihood of miscommunication;
- Fewer integration points between previously stand-alone modules, which significantly simplifies data entry and enables more seamless system maintenance and updates; and
- Enhanced reporting capabilities that are more intuitive and highly customizable, as compared to the more fixed and rigid reporting available in the current platform.

Staff has negotiated with TriTech reduced rates for current CAD and Mobile licenses, and other discounts were offered to incentivize the County's move to TriTech's Inform product (or continued use of the TriTech suite). The decision to remain with the existing system will afford the County the ability to more seamlessly upgrade a critical system. Central Square / TriTech is an approved General Services Administration (GSA) vendor, and the services to be provided through the contract are outlined in GSA contract #GS-35F-0006U.

Through the FY2019-2020 budget, the Board of Commissioners appropriated \$450,000 to a capital improvement project to cover the locally funded portion of the project. NC 911 Board funds will be utilized to cover 911 fund-eligible expenses, estimated to be \$136,893. The project is estimated to be completed within 12 months.

### **RECOMMENDATION:**

Staff recommends the Board of Commissioners authorize the County Manager to execute a contract with Central Square, dba TriTech Technologies, for an upgrade to 911 CAD dispatch and communication software and Mobile package in the amount of \$586,892.84.