

Regular Session, September 21, 2026, at 7:00 p.m.
Catawba County Board of Commissioners

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Alcohol Beverage Control Board – Ben Ridley		
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The Catawba County Board of Commissioners met in Regular Session on Monday, September 21, 2026, at 7:00 p.m., in the Board of Commissioners Meeting Room, 2nd Floor, Catawba County Justice Center, 100 Government Drive, Newton, North Carolina.

Present were Vice-Chair Austin Allran, and Commissioners Robert C. Abernethy, Jr., Barbara G. Beatty, and Cole Setzer. Chair Randy Isenhower was not present.

Also present were County Manager Mary S. Furtado, Assistant County Manager Paul Murray, Assistant County Manager Adam Lindsay, County Attorney Jodi Stewart, and County Clerk Dale Stiles.

1. Vice-Chair Austin Allran called the meeting to order at 7:00 p.m., noting a quorum was present.
2. Commissioner Robert C. Abernethy, Jr. led the Pledge of Allegiance.
3. Vice-Chair Austin Allran offered the invocation.
4. Commissioner Abernethy made a motion to approve the Minutes from the Board's Regular Meeting of August 17, 2026, and Special Joint Meeting of September 1, 2026. The motion carried unanimously.
5. Recognition of Special Guests:
Vice Chair Allran welcomed everyone present, including Agriculture Advisory Board Chair Jeremy Lee.
6. Public Comments.
Kenyon Kelly came forward and requested the monument on the grounds of the 1924 Courthouse be relocated and spoke about National Hispanic Heritage Month. Michael McRee came forward and requested the monument on the grounds of the 1924 Courthouse not be relocated. Sherrill Watkins came forward opposing Mr. Kelly's remarks and requested the monument on the grounds of the 1924 Courthouse not be removed.
7. Appointments.
Upon a recommendation by Vice Chair Allran, that came in the form of a motion which unanimously carried, the Board reappointed Richard Shook to the Dangerous Dog Appellate Board for a fifth term, with a term expiration of July 20, 2029.
Upon a recommendation by Commissioner Abernethy that came in the form of a motion which unanimously carried, the Board reappointed Don Coleman to the Alcohol Beverage Control Board for a fifth term, with a term expiration of October 31, 2029. Additionally, Commissioner Abernethy made a recommendation that came in the form of a motion which unanimously carried to realign membership terms for all members of the Alcohol Beverage Control Board, per the State ABC Board's request as follows: Jeffrey Bronnenberg with a term expiration of October 31, 2028; Charles Connor, III, with a term expiration of October 31, 2027; David

Isenhower with a term expiration of October 31, 2029; and Ben Ridley with a term expiration of October 31, 2027.

Upon a recommendation by Commissioner Barbara Beatty that came in the form of a motion which unanimously carried, the Board appointed Jeanne Lebens to the Library Board of Trustees for a second term, with a term expiration of June 30, 2030.

8. Presentations.

a. Commissioner Setzer presented a Proclamation in Observance of Hispanic Heritage Month to Centro Latino Hickory Program Coordinator Soraya Valdez Place and Executive Director Ginny Romero.

9. Public Hearings.

Assistant Planning Director Laurie LoCicero requested the Board of Commissioners hold a public hearing to consider an application to rezone two parcels totaling 2.54 acres located at 5785 E. NC 150 Highway owned by James and Mary Strickland (applicant) from R-20 Residential to Highway Commercial (HC).

The current R-20 Residential district requires a minimum lot size of 20,000 square feet (approx. 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 (about an acre). The Highway Commercial district "provides areas for regional highway-oriented business, office, service, and civic uses." The parcels are also within the Mixed-Use Corridor Overlay (MUC-O) and the WS-IV Protected Area in the Watershed Protection Overlay (WP-O). In the WP-O, built-upon area for nonresidential development is limited to 24% or 36% of the total project area depending on the use of curb and gutter. The MUC-O addresses building appearance and site design of nonresidential development. With this proposed rezoning to a general district, any use allowed in the HC district and the MUC-O would be permitted on these parcels.

The parcels are located at 5785 E. NC 150, further identified by Parcel Identification Numbers 3686-1275-9499 and 3638-1285-0571, are within the Sherrills Ford area of the Comprehensive Land Use Plan. The properties, are zoned R-20 Residential. Parcel 1A is 1.77 acres and is developed with a single-family dwelling. Parcel 1B is 0.77 acres and is undeveloped.

- *North* – Parcels 2 & 3 are zoned R-20. Parcel 2 is developed with a single-family home and Parcel 3 is undeveloped.
- *South* – Parcel 8 is zoned R-20 and is undeveloped.
- *East* – Parcels 4-6 are zoned HC. Parcel 7 is zoned both HC and R-20. Parcel 4 is developed with a single-family dwelling. Parcel 5 is developed with a childcare facility. Parcels 6-7 are undeveloped.
- *West* – Parcel 9 is zoned HC and contains a single-family dwelling.

There is no pertinent zoning history for the subject property. In 2007, both Parcel 4 and Parcel 9 were rezoned from R-2 to C-2 prior to the UDO being adopted. The C-2 district transitioned to HC with the 2007 UDO. Parcel 8 was denied a rezoning to Planned Development – Conditional District for a 225-unit townhome and commercial project in 2022.

Combined, the acreage of the parcels meets the minimum requirements for HC district (40,000 square feet). Uses allowed in both the HC and MUC-O districts include restaurants, office/retail, mini-storage, and motor vehicle repair and sales. There is no specific project or proposed use for these parcels currently.

Public water and public sewer are located along NC 150. Public sewer availability will depend on the specific development proposal, when it is put forward, and the timing of that development.

NC Highway 150 is recommended for widening to a divided 4-lane highway. The widening project is listed in the 2026-2035 NC State Transportation Improvement Program (STIP) as project number R-2307A and B. R-

2307B (NC 21 to Greenwood Road in Catawba County) is funded and under construction. R-2307A (Greenwood Road to NC 16 Bypass) is funded only for preliminary engineering design; there is no schedule for right-of-way acquisition or construction, although the 2028-2037 STIP is currently under development. In 2024, Average Annual Daily Trips calculation on NC 150 near the project was 12,000.

The Comprehensive Plan's Future Land Use recommendation for this parcel is for Mixed Use/Commercial/Multifamily development. This is in the area near the intersection of NC 150 and NC 16 Business where the Comprehensive Plan recommends a "regional commercial center." The requested zoning district is consistent with the adopted Comprehensive Plan.

The Planning Board held a public hearing on August 31, 2026, to consider the request. The applicant indicated he hoped to sell the property for commercial use in the future. The Planning Board inquired about access to the property for future commercial use. Access to commercially zoned property is subject to requirements of the North Carolina Department of Transportation at the time a driveway permit application is submitted to NCDOT. There were no further questions from the board. No one spoke in opposition to the request.

Staff recommended and the Planning Board favorably voted 8 – 0 to adopt the proposed Plan Consistency and Reasonableness Statement and recommend two parcels totaling 2.54 acres located at 5785 E NC 150 be rezoned from R-20 Residential to Highway Commercial (HC) district based upon:

1. The Catawba County Comprehensive Plan Future Land Use Map's recommendation for Mixed Use/Commercial/Multifamily on these parcels;
2. The proximity of these parcels to the area recommended for a "regional commercial center" near the intersection of NC 150 and NC 16 Business; and
3. The property being surrounded by other Highway Commercial zoned parcels and nonresidential uses.

After Ms. LoCicero's presentation, Commissioner Beatty confirmed the property has not been requested for rezoning in the past. Vice Chair Allran opened the public hearing. With no one coming forward the Vice Chair closed the public hearing. Commissioner Setzer made a motion to approve the application to rezone the two parcels totaling 2.54 acres located at 5785 E. NC 150 Highway owned by James and Mary Strickland (applicant) from R-20 Residential to Highway Commercial (HC) and adopt the consistency and reasonableness statement that incorporates the findings articulated by the Planning Board in its consistency and reasonable statement. The motion carried unanimously.

The following ordinance applies:

Ordinance No. 2026-09
AMENDMENT TO THE CATAWBA COUNTY ZONING MAP

BE IT ORDAINED, BY THE BOARD OF COMMISSIONERS, the Catawba County Official Zoning Atlas is hereby amended by rezoning the properties described below from R-20 Residential to Highway Commercial (HC).

Two parcels totaling 2.54-acres, located at 5785 E. NC 150, further identified by Parcel Identification Numbers 3686-1275-9499 and 3638-1285-0571.

This, the 21st day of September 2026.

Austin Allran, Vice-Chair

A Copy of the Proposed Plan Consistency and Reasonableness Statement is hereto attached:

CATAWBA COUNTY BOARD OF COMMISSIONERS
PROPOSED PLAN CONSISTENCY AND REASONABLENESS STATEMENT

Zoning Amendment Request: To rezoning two parcels totaling 2.54 acres located at 5785 E. NC 150 Highway owned by James and Mary Strickland (applicant) from R-20 Residential to Highway Commercial (HC).

The Catawba County Board of Commissioners finds the request to be consistent with the Catawba County Comprehensive Plan's Future Land Use Map recommendation of mixed use/commercial/multifamily development on these parcels. These parcels are also in proximity to Hwy 150/Business 16 intersection, an area recommended for a "regional commercial center."

Pursuant to NCGS 160D-605, the Board of Commissioners finds the rezoning request reasonable based upon:

1. The Future Land Use map within the Comprehensive Plan's recommendation for mixed use/commercial/multifamily development on this parcel;
2. The proximity of these parcels to the area recommended for a "regional commercial center near the intersection of NC 150 and NC 16 Business; and
3. The properties being surrounded by other Highway Commercial zoned parcels and nonresidential uses.

By a vote of 4-0 the Catawba County Board of Commissioners approves the rezoning request.

This the 21st day of September 2026.

Austin Allran, Vice Chair

10. Department Reports.

Parks Director David Wagg requested the Board of Commissioners approve the 2026-2036 Parks Master Plan.

Catawba County first adopted a Parks Master Plan in 2007, with the most recent update in 2015. In the FY2025 budget, the Board of Commissioners approved funding for an update to this plan to ensure it continues to align with current county policies and priorities, as well as identifies opportunities for the future.

Over the past year, Parks has worked with the firm McAdams to undertake this strategic plan refresh. The process evaluated the County's parks, trails, amenities, staffing, maintenance, operations and level of service and benchmarked against peer agencies and national standards. Community input was a key part of the process, with Parks participating in six community engagement events and four focus groups. Additionally, a statistically significant survey was sent to residents generating 416 responses.

The final plan translates its findings into five top themes, along with potential timeframes for action items, community partners, and funding sources. The plan provides a practical roadmap for the next decade, focused on protecting natural heritage, strengthening the existing park system, and providing meaningful outdoor recreation opportunities to citizens.

McAdams Firm Practice Lead and Landscape Architect Nick Lowe presented to the Board the Parks Master Plan. After Mr. Lowe's presentation, Commissioner Beatty confirmed kayak launching at River Bend Park is being relocated to a safer area. Commissioner Beatty made a motion to approve the 2026-2036 Parks Master Plan. The motion carried unanimously.

11. Consent Agenda.

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

a. The Finance & Personnel Subcommittee recommended the Board of Commissioners: approve a construction bid award for the Catawba County Livestock Education Facility to DDI of Hickory, LLC, in an amount not to exceed \$1,525,800.00; accept and appropriate \$600,000 in legislatively directed grant funds to the existing capital project; appropriate \$400,000 in General Fund fund balance to cover the project deficit; and authorize the County Manger to execute all documents associated with this transaction.

Through Session Law 2023-134, Catawba County was awarded a directed grant in the amount of \$750,000 for construction of a new livestock education facility. The facility is intended to provide space for educational programming and consultation space to assist cattle and forage producers in increasing profitability through improved management practices and product marketing. The facility will also support the development of cattle-related educational programs for youth, providing opportunities to learn life skills related to cattle ranching.

On September 17, 2024, Catawba County contracted with CBSA Architects to provide architectural design for this project.

On June 23, 2025, Catawba County issued a Public Advertisement for Bids for construction services for the Catawba County Livestock Education Facility. The County received seven bids in response to the advertisement; however, all bids exceeded available project funding. On August 12, 2025, the Catawba County Board of Commissioners rejected all bids.

Staff have worked with Cooperative Extension and Cattlemen's Association representatives to modify the project design to reduce construction costs and brings the project more closely in line with available funding.

On July 7, 2026, through Session Law 2026-41, Catawba County was awarded an additional \$600,000 directed grant to assist with increased costs associated with constructing the new livestock facility and Cooperative Extension education facility.

On July 30, 2026, Catawba County issued a new Public Advertisement for Bids for construction services for the Cooperative Extension Livestock and Education Facility.

On September 2, 2026, all bids received were publicly opened and read. A total of 10 bid responses were received:

Bidders	Total Bid Amount
DDI of Hickory, LLC	\$1,525,800.00
Garanco, Inc.	\$1,564,200.00
Gen-Con Group, LLC	\$1,884,344.00
G&M Structures, LLC	\$1,605,500.00
Haynes Construction Group	\$1,838,412.74
Miles-McClellan Construction Company, Inc.	\$1,593,600.00
Moss-Marlow Building Co., Inc.	\$1,543,659.00
Neill Grading and Construction Company, Inc.	\$1,655,571.00
WC Construction, LLC	\$1,669,000.00
Wilkie Construction Company SE, LLC	\$1,562,550.00

DDI of Hickory, LLC, with its principal office located in Hickory, North Carolina, is the lowest responsible and responsive bidder. The construction will take approximately 275 days, with a completion date on or about June 15, 2027.

With the additional grant funds of \$600,000, the project balance is now \$1,256,717.77. Staff requested an additional \$400,000 from the General Fund to cover the project deficit in order to move forward with the project.

Supplemental Appropriation

Revenue

286-190050-630566	OSBM Directed Grant	\$600,000
286-190900-695110	Transfer from General Fund	\$400,000
110-190900-690100	Fund Balance Appropriated	\$400,000

Expenditure:

286-190050-868276	OSBM Directed Grant-Livestock Facility	\$600,000
286-190050-868280	OSBM Livestock Facility-County	\$400,000
110-190900-995286	Transfer to OSBM Fund	\$400,000

b. The Finance and Personnel Subcommittee recommended the Board of Commissioners adopt the proposed resolution declaring a 2009 Ford F-350 and a 1999 GMC Hazardous Materials Response truck as surplus property and approve donation to Cooksville Volunteer Fire Department and Alexander County Emergency Management.

N.C.G.S. § 160A-279 authorizes the County to convey personal property to entities carrying out a public purpose without monetary consideration as long as the property will be used for a public purpose. The process begins with the governing board adopting a resolution authorizing the conveyance of the property and then the County publishing a ten-day notice summarizing the contents of the resolution. N.C.G.S. § 160A-274 authorizes the County to transfer interests in real or personal property to other governmental units upon terms and conditions deemed appropriate, with or without consideration.

Catawba County has a local vehicle donation policy that supports local fire departments, rescue squads, public educational institutions, and police departments by making surplus vehicle donations available when a need is present and a vehicle meeting that need is available. The vehicle donation request to Cooksville Volunteer Fire Department being considered by the Board of Commissioners at this time meets these criteria.

Cooksville Volunteer Fire Department is in need of a quick response vehicle and has requested donation of a 2009 Ford F-350 with 193,632 miles and an approximate value of \$4,500.00. This request is being made to replace a 1996 Ford F-350 that has a damaged component within the front axle. The Department's mechanic has determined that the damaged component is no longer available from the manufacturer and that no suitable aftermarket equivalent is available. If the donation request is approved, Cooksville Volunteer Fire Department will use the vehicle to respond to service and medical calls, helping reduce the costs and maintenance associated with deploying larger apparatus.

Emergency Services has a 1999 GMC Truck serving as a hazardous materials response vehicle in its fleet that is no longer needed within the current fleet configuration. While the vehicle has limited value to Catawba County, its specialized configuration retains operational value as an emergency response asset.

Alexander County has identified a need for additional hazardous materials response capability and can place the vehicle into service as a regional emergency response resource. Catawba County has provided emergency management mutual aid to Alexander County one time over the past 3 years but has never requested mutual aid from Alexander County, based upon their limited response capabilities. Both Catawba and Alexander Counties have signed on to state-wide mutual aid agreements. Conveying the vehicle to Alexander County would extend the useful life of the asset while strengthening regional hazardous materials

response capacity. Through existing mutual aid relationships, Catawba County would continue to benefit from access to additional regional response capability without incurring the ongoing costs associated with ownership and maintenance of the vehicle.

An alternative is to sell the vehicles on GovDeals.

The following resolution applies:

RESOLUTION No. 2026-22
DECLARATION OF SURPLUS PROPERTY AND DONATION TO COOKSVILLE
VOLUNTEER FIRE DEPARTMENT AND ALEXANDER COUNTY

WHEREAS, pursuant to N.C.G.S. § 160A-279, the County has the authority to declare property no longer needed as surplus and donate said property to a nonprofit organization for which the County is authorized to appropriate funds so long as the property will be used for a public purpose and pursuant to N.C.G.S. § 160A-274, the County has the authority to transfer interests in real or personal property to other governmental units upon terms and conditions deemed appropriate, with or without consideration; and

WHEREAS, a 2009 Ford F-350, VIN No. 1FTWW31RX9EA11689, is no longer needed for any governmental use by Catawba County and pursuant to N.C.G.S. § 160A-279 said vehicle can be donated to Cooksville Volunteer Fire Department to be used for a public purpose; and

WHEREAS, a hazardous materials response vehicle, VIN No. 1GDJ6H1C6XJ502747, is no longer needed for governmental use by Catawba County and the County deems it wise to convey the vehicle to Alexander County without consideration, pursuant to N.C.G.S. § 160A-274.

THEREFORE, the Catawba County Board of Commissioners resolves that:

1. A 2009 Ford F-350 is declared surplus and shall be donated without monetary consideration to Cooksville Volunteer Fire Department, and a 1999 GMC Hazardous Materials Response truck is declared surplus and shall be donated to Alexander County without monetary consideration.
2. The Purchasing Manager is authorized to conduct the transfer of property; shall publish any required notice summarizing the contents of this resolution; and shall convey the property after the expiration of any required notice period.

This the 21st day of September, 2026.

Austin Allran, Vice-Chair
Catawba County Board of Commissioners

c. The Policy and Public Works Subcommittee recommended the Board of Commissioners approve an Offer to Purchase a 0.061-acre strip of property from Blue Sky and JB Farm Investments, LLC in the amount of \$1,000.00.

The County installed a series of sanitary sewer lift stations along Sherrills Ford Road, Mollys Backbone Road, and Brown Chapel Road which conveys wastewater to the Hickory-Catawba Wastewater treatment plant located in the town of Catawba. Staff is currently working on upgrading the lift stations at Sherrills Ford Elementary School, Molly's Back Bone Road, and Brown Chapel Road. Improvements at the Molly's Back Bone Road lift station require a small expansion of the site. The needed property is a small rectangular strip approximately 20 feet by 132 feet (approximately 0.061 acres), to be combined with the existing lift station property.

During lift station improvement design, project engineers identified the need for an expanded footprint. County staff spoke with Joseph Garmon, President of Blue Sky and JB Farm Investments, LLC regarding this need, who has verbally agreed to sell the County the needed piece of property for \$1,000.00.

There are funds available in the existing Brown Chapel Road & Mollys Backbone Road LS Upgrades capital project, so no appropriation is being requested at this time.

A Copy of the Offer to Purchase and Contract is hereto attached:

OFFER TO PURCHASE AND CONTRACT

Catawba County, a North Carolina body politic, as Buyer, hereby offers to purchase, and Blue Sky and JB Farm Investments, LLC, as Sellers, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below, together with all buildings and improvements located thereon and all easements and appurtenances thereto (referred to as the "Property"), upon the terms and conditions set forth herein.

1. **REAL PROPERTY:** Located in Catawba County, State of North Carolina, being known as and more particularly described as:

Address: unimproved 20' strip adjoining 1445 Molly Backbone Rd, Catawba NC 28609

Legal Description: Portion of Parcel ID Number 460902970884 -- approximately 0.061 acres
Attach preliminary plat

Deed Reference: Some or all of the Property may be described in Deed Book 3914 at Page 1541 and dated December 27, 2024

2. **PURCHASE PRICE:** The purchase price is One Thousand Dollars (\$1,000) and shall be paid in U.S. Dollars as follows:

- (a) \$ 0 Initial Earnest Money Deposit.
- (b) \$1,000.00 Purchase Price due in cash at closing.

3. **OTHER CONDITIONS:**

(a) The Property must be in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.

(b) All deeds of trust, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Closing such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(c) Title must be delivered at Closing by GENERAL WARRANTY DEED ("Deed") and must be fee simple marketable and insurable title, free of all encumbrances except: ad valorem taxes for the current year; utility easements and unviolated restrictive covenants that do not materially affect the value of the Property; and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way. Conveyance to Buyer shall be subject to all existing easements and rights of way.

(d) Notwithstanding anything to the contrary set out herein, should any of the Property be subject to the Agricultural Present Use Value program and any property taxes or "back taxes" be due and owing at the time of or after closing, said taxes or "back taxes" shall be computed prior to closing and deducted from the Purchase Price.

(e) Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following: utilities, environmental matters, zoning studies and approvals, surveys and title matters. Inspections and studies must be

completed on or before 5:00 p.m. on October 15, 2026 ("Inspection Period"). In Buyer's sole discretion, if the results of these inspections and zoning studies are not acceptable to Buyer or for any reason or no reason, Buyer may terminate this Contract provided that written notice of termination is delivered by Buyer to Seller by the stated end of the Inspection Period. In the event of termination by Buyer, this Contract shall become null and void and the Earnest Money shall be returned to Buyer.

4. **PRORATIONS AND ADJUSTMENTS:** Ad valorem taxes on real property for the current year shall be prorated at closing. Seller shall pay any deferred or rollback taxes applicable to the Property.

5. **EXPENSES:** Buyer shall be responsible for closing costs, including costs related to any loan obtained by Buyer, appraisal, title search, title insurance, recording the deed, preparation and recording of all instruments required to secure any portion of the purchase price as shall be borrowed by Buyer from any lender. Seller shall pay for preparation of a deed, state and county excise taxes, and all other documents necessary to perform Seller's obligations under this Contract.

6. **EVIDENCE OF TITLE:** Seller agrees to deliver to Buyer within ten (10) days after the Effective Date of this contract, request of any such by Buyer, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys.

7. **LABOR AND MATERIAL:** Seller shall furnish at Closing an affidavit and indemnification agreement in form satisfactory to Buyer showing that all labor and materials, if any, furnished to the Property within 120 days prior to the date of Closing have been paid for and agreeing to indemnify Buyer against all loss from any cause or claim arising therefrom. Seller shall also furnish at Closing any additional affidavits, estoppels and/or other documentation reasonably required by Buyer and/or Buyer's title insurance company.

8. **CLOSING:** Closing shall occur on or before October 30, 2026, and is defined as the date and time of delivery of the Deed (the "Closing Date"). All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title on or before the Closing Date at a reasonable place and time designated by Buyer. The Deed is to be made to Buyer, or its assignee.

9. **POSSESSION:** Exclusive possession shall be delivered at Closing.

10. **PARTIES:** This contract shall be binding upon and shall inure to the benefit of the parties, i.e., Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

11. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

12. **ENTIRE AGREEMENT:** This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties.

13. **NOTICE AND EXECUTION:** Any notice or communication to be given to a party herein may be given to the party or to such party's agent. This contract may be signed in multiple originals, all of which together constitute one and the same instrument, and the parties adopt the word "SEAL" beside their signatures below.

14. **COMPUTATION OF DAYS:** Unless otherwise provided, for purposes of this contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this contract was required to be performed or made.

15. **DEFAULT:** In the event that any condition hereto is not satisfied, then the Earnest Money Deposit shall be refunded to Buyer. In the event of breach of this Contract by Seller, the Earnest Money Deposit shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In this regard, in addition to any other remedies available to Buyer, Buyer shall have the right to obtain specific performance requiring Seller to perform under this Contract.

16. **TAX-DEFERRED EXCHANGE:** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

17. **REPRESENTATIONS AND WARRANTIES.**

(a) Mutual Representations. To induce each other to enter into this Contract, each Party hereby represents and warrants to the other, (i) it has been duly authorized and empowered to enter into this Contract and to perform fully its obligations hereunder, (ii) such obligations constitute the valid and binding obligations of such Party, enforceable in accordance with their terms, and (iii) the person executing this Contract on behalf of such Party was authorized to do so by appropriate action.

(b) Representations and Warranties of Seller. Seller warrants and represents the following to Buyer as of the Effective Date:

- i. Seller owns fee simple title to the Property.
- ii. There are no actions, suits or proceedings of any kind pending or threatened against Seller, the Property, or relating to any adjoining rights-of-way in any court or before or by any federal, state, county or municipal department, commission, board, bureau or agency or other government instrumentality. This includes, without limitation, any condemnation or eminent domain proceedings, widening, construction of acceleration/deceleration lanes, changes in or additions to existing

or approved curb cuts or medians, proposed or pending installation or removal of traffic lights or any other changes or proposed changes in traffic patterns or management of traffic flow.

- iii. Except for Buyer pursuant to this Contract, no person or entity has any right or option to lease, occupy or acquire the Property.
- iv. Seller has not received any notice that the Property is or will be subject to any reassessment due to a change in use of the Property or subject to any special assessments, whether or not presently a lien. The Property has not been classified under any designation authorized by law to obtain a special low ad valorem tax rate or to receive a reduction, abatement or deferment of ad valorem taxes which, in such case, will result in additional, catch-up or roll-back ad valorem taxes in the future in order to recover the amounts previously reduced, abated or deferred.
- v. To the best of Seller's knowledge, there is no existing violation of any ordinance, code, law, rule, requirement or regulation applicable to the Property.
- vi. Seller has not used, operated or permitted the use of the Property in any manner for the storage, use, treatment, manufacture or disposal of any Hazardous Materials (as defined below). To Seller's actual knowledge, the Property has not been used or operated by any other Party for the storage, use, treatment, manufacture or disposal of any Hazardous Materials. The term "Hazardous Materials" means and refers to any "hazardous waste" or "hazardous substance," as such terms are set forth in, under or pursuant to the Environmental Laws and Regulations, oil or petroleum products or their derivatives, polychlorinated biphenyls, asbestos, radioactive materials or waste, and any other toxic, ignitable, reactive, corrosive, explosive, contaminating or polluting materials which are now or in the future subject to governmental regulation. "Environmental Laws and Regulations" means any federal, state or local laws now or hereafter in effect relating to pollution or protection of the environment or emissions, discharges, spills, releases or threatened releases of any Hazardous Substance into the environment (including without limitation indoor air, ambient air, surface water, ground water or land), including without limitation, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 *et seq.* as amended, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §§ 9601 *et seq.* as amended, the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801 *et seq.* as amended, the Clean Water Act, 33 U.S.C. §§ 1251 *et seq.* as amended, the Clean Air Act, 42 U.S.C. §§ 7401 *et seq.* as amended, the Toxic Substance Control Act, 15 U.S.C. §§ 2601 *et seq.* as amended, and any rules and regulations now or hereafter promulgated under any of such acts.
- vii. Seller has provided Buyer with complete copies of all environmental site assessments, audits and similar reports covering the Property in Seller's possession or control.
- viii. The Property has been, or prior to the Closing will be, properly subdivided in accordance with all applicable laws and will constitute a separate, legal parcel of land.

Seller will take, or cause to be taken, all action necessary to cause its warranties and representations to remain true and correct, in all material respects, through the date of the Closing. Buyer's obligations

to acquire the Property are conditioned upon the representations remaining true and correct, in all material respects, as of the date of the Closing. If any of the representations and warranties become untrue or misleading in any material respect prior to the Closing, Seller will give prompt written notice to Buyer.

Entity Buyer: (Name of LLC, Corp., Trust, etc.) Catawba County

By: (Name & Title) Mary Furtado, Catawba County Manager

(Signature) _____ (Date) _____

Sellers: (Name) Blue Sky & JB Farms Investments LLC; Joseph S. Garmon and wife Sonya S. Garmon, Kathy T. Garmon and husband David A. Garmon

Seller: (Name) Joseph Garmon, President for Blue Sky & JB Farms Investments, LLC
(Signature) _____ (Date) _____

Seller: (Name) Joseph S. Garmon
(Signature) _____ (Date) _____

Seller: (Name) Kathy T. Garmon
(Signature) _____ (Date) _____

Seller: (Name) Sonya S. Garmon
(Signature) _____ (Date) _____

Seller: (Name) David A. Garmon
(Signature) _____ (Date) _____

NOTICE INFORMATION

NOTE: INSERT THE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

SELLER NOTICE ADDRESS:

Mailing Address:

Blue Sky & JB Farm Investments LLC
c/o Christine M. Robbins
19453 West Catawba Ave, Suit E
Cornelius, NC 28031-4022

Seller E-mail Address:

Joseph S. Garmon and wife
Sonya S. Garmon
2544 Freeman Rd
Lincolnton, NC 28092

Kathy T. Garmon and husband
David A. Garmon
2962 Corriher Farm Rd
Lincolnton, NC 28092

BUYER NOTICE ADDRESS:

Mailing Address:

Catawba County
Attn: Mary Furtado
PO Box 389
Newton, NC 28658

Buyer E-mail Address:

mfurtado@catawbacountync.gov

With a copy to:
Monroe Pannell
PO Box 519
Conover, NC 28613

ATTACHMENT A

Property description



A copy of a map of the property is hereto attached:



d. The Policy and Public Works Subcommittee recommended the Board of Commissioners approve an Agreement for Engineering Services with HDR Engineering Inc. of the Carolinas for Bidding, Construction Administration, and Construction Quality Assurance Services for the Blackburn MSW Landfill Unit 4 Expansion in the amount of \$917,500; and authorize the County Manager to execute the Agreement and the Task Order with HDR Engineering Inc. of the Carolinas.

In accordance with State law and keeping with Catawba County's history of environmental awareness, Catawba County began using Subtitle D Municipal Solid Waste (MSW) Landfill Cells in 1998. Catawba County is continuing this process by preparing to construct Blackburn Landfill Unit 4 at its Blackburn Resource Recovery Facility. Based upon information in the July 2023 Capacity Analysis, the MSW waste stream experienced a 12.4% increase over the previous 12-month study period and Construction and Demolition (C&D) waste experienced a growth rate of 5%. In May 2023, the C&D landfill reached capacity and was closed. This closure means that all waste received at the Blackburn Resource Recovery Facility is now being disposed of in the MSW landfill. The addition of C&D waste to the MSW landfill has reduced the estimated remaining life of Unit 3 Phase 2 which is now expected to reach capacity by June 2030. In order to be adequately prepared to continue receiving waste in compliance with State laws, staff has set a goal of having MSW Unit 4 constructed and prepared to receive waste by June 2028.

The County entered into an engineering contract with HDR Engineering Inc for the design of Blackburn Landfill Unit 4 Expansion in April 2024. The scope of the April 2024 design contract concluded with the submittal of the Permit to Construct Application to NCDEQ. The Permit to Construct is anticipated to be issued by January 2027. In anticipation of receiving the Permit to Construct approval, next steps include the remaining engineering for Construction Bidding, Construction Administration, and CQA inspection activities required to complete the expansion, beginning with the contractor pre-qualification process this November. Scope includes:

1. Contractor Pre-Qualification
 - a. To ensure only qualified bidders are allowed to bid the project.
2. Development of Construction Bid Package
 - a. Construction Drawings
 - b. Construction Specifications
3. Bidding Services
 - a. Preparing bid advertisement
 - b. Responding to bidders requests for information (RFI's)
 - c. Preparing Bid Tabulation and Award Recommendation
4. General Engineering Services During Construction
 - a. Contract Administration
 - b. Shop Drawing Review
 - c. Design Clarification
 - d. Bi-weekly Progress Meetings
 - e. Review payment applications
 - f. Preparation of Record Drawings and As-Built Drawings
5. Construction Phase Inspections
 - a. Full time construction inspections over the 12-month construction period.
6. NCDEQ Mandated Construction Quality Assurance (CQA)
 - a. Monitoring Services
 - i. Oversight of Construction Quality Control (CQC) as Performed by Contractor.
 - b. CQA Report Preparation
7. Coordination of NCDEQ Site Inspections
8. Groundwater Piezometers and Monitoring Wells Oversight
 - a. Abandonment of Existing Piezometers and Monitoring Wells that are within the footprint of Unit 3 Phase 2.
 - b. Installation of New Groundwater Monitoring Wells and Initial Water Sampling as required by NCDEQ.

Because this work is associated with the construction and operation of MSW Unit 4, and in keeping within the requirements of North Carolina State Regulations (NCGS 143-64.31), this engineering work falls within the scope of the Request for Qualifications (RFQ) issued on December 23, 2023. Engineering for this project was divided into 2 task orders, the first was design through issuance of the Permit to Construct (completed) and this second task order will be for bidding, bid award, construction administration, and construction Quality assurance as required by NCDEQ.

All costs associated with solid waste activities are paid from the Solid Waste Enterprise Fund, which is derived solely from solid waste tipping/user fees and contains no tax proceeds. The capital project for the development of Municipal Solid Waste Landfill Cell Unit 4 currently contains \$16,459,735. Therefore, no budget revision or appropriation is needed at this time.

A copy of the contract is hereto attached:



TASK ORDER 02 - PHASE 2 ENGINEERING
UNIT 4 LANDFILL BIDDING, CONSTRUCTION ADMINISTRATION AND COA SERVICES

This Task Order pertains to an Agreement by and between Catawba County, ("OWNER"), and HDR Engineering, Inc. of the Carolinas (HDR) ("ENGINEER"), dated April 16, 2024 ("the Agreement") under Contract Number 35-2024-485. Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER 02: Unit 4 Bidding, Construction Administration and CQA Services

PROJECT NAME: CATAWBA UNIT 4 LANDFILL
CONSTRUCTION QUALITY ASSURANCE SERVICES

PART 1.0 PROJECT DESCRIPTION:

The initial scope of services was related to Professional Engineering Services for permitting of Unit 4 at the Blackburn Landfill and initial utility relocation. Construction consists of development of the approximate 32-acre expansion that consists of the liner system, leachate collection system and submittal of the Construction Quality Assurance Report to the North Carolina Department of Environmental Quality (NCDEQ) for certification and subsequent permitting. The anticipated project duration is 12 months for construction.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

Task 1: Project Management

The purpose of this task is to provide consistency from bidding, through construction and certification as well as monitor and coordinate scope, schedule, and budget; and to provide monthly status reporting, accounting, and invoicing for the project.

HDR Services:

1. Schedule, manage, and allocate project resources based on schedule, budget, work plan, and activities.
2. Provide frequent, scheduled communication with County Project Manager.
3. Communications will include calls, emails, meetings, workshops, and other communication appropriately based on the activity.
4. Prepare monthly electronic progress reports and invoices.



Clarifications:

1. Invoices and progress reports will be submitted electronically on a monthly basis.
2. Progress Reports will be no more than two (2) pages and will include:
3. Summary of the work conducted during the previous month
4. Work scheduled for current month
5. Identification of project issues
6. HDR's Project Manager will be available for phone or email correspondence on project management issues or questions.
7. The task will start with developing the bidding documents and run through construction, which is estimated to be approximately 14 months.

Task 2: Preparation of Bidding Contract Documents

The purpose of task is to prepare bidding documents for the remaining Unit 4 Landfill work. The task includes modification of construction permit application drawings, preparation of contract specifications, and the issuance of plans and specifications for bid.

HDR services:

1. Prepare a prequalification package for prospective bidders to evaluate their safety performance metrics, financial and technical abilities.
2. Prepare one comprehensive bid document set for the construction of Unit 4 in accordance with the current permit.
 - a. Prepare construction specifications including contract documents, general conditions, and technical specifications for the approximately 32-acre Unit 4.
 - b. Prepare construction drawings that identify, at a minimum, the following:
 1. The current landfill topography as provided by the County.
 2. Typical details depicting the connection of the Unit 2 and 3 leachate collection system to the Unit 4 leachate collection system.
 3. Detail the Unit 3 sump, leachate enclosure and forcemain connections.
 4. Base liner system details identifying anchor trench construction and tie ins to Unit 2 and Unit 3.
 - c. Review construction plans and specifications with the County.
3. Develop a preliminary construction cost estimate.
4. Coordinate plans with NCDEQ.
5. Preside at a pre-bid meeting and address contractor questions throughout the bid period.
6. Attend the bid opening and prepare a tabulation of bids received.
7. Review qualifications of the low bid contractor and second lowest bid, if required.
8. Prepare a letter of recommendation to County regarding award of the contract.
9. Coordinate execution of the construction contract through County and the contractor.
10. Coordinate issuance of the Notice to Proceed.

Deliverables:



1. One comprehensive construction contract document set of plans and specifications for bidding the Unit 4 liner construction.
2. Preliminary construction cost estimate.
3. Letter of recommendation.

Clarifications:

1. Research on borrowing sources is not included in this scope.
2. This scope assumes the design will be based on the current construction permit application documents being reviewed by NCDEQ without substantial change.

Task 3: Construction Quality Assurance Services

This task item addresses engineering services to provide construction administration and CQA services for the Landfill Unit 4. The specific activities HDR will perform to complete this task are described as follows.

HDR Services:

1. Conform construction documents to addenda.
2. Issue construction plans and specifications to the County and contractor.
3. Attend and preside at preconstruction conference.
4. Review project submittals from contractor(s) including project schedule, surveys and shop drawings.
5. Review monthly pay requests and transmit for County approval.
6. Evaluate design changes and prepare modifications to Contract Documents to address design changes.
7. Evaluate field orders and change order proposals and prepare documents for execution.
8. Attend monthly on-site progress meetings. Coordinate with contractor(s) and the County regarding contract compliance.
9. Provide coordination and oversight for testing services as required in the project specifications.
10. Observe/document subgrade proof rolling, review test data, and verify that the fill is acceptable.
11. Confirm that required CQC testing frequencies are being met, and observe testing associated with borrow source testing work.
12. Review geosynthetic (raw material) submittals including manufacturer quality control certificates and personnel qualifications.
13. Conduct cursory inventory of geosynthetics and document storage and protection measures employed.
14. Review and document the adequacy of the liner system anchor trenches.
15. Review that the geosynthetic installer has properly labeled, placed, tested, repaired (as needed), and documented the geosynthetic material deployments.
16. Visually observe each geosynthetic panel during placement and document necessary repairs.
17. Review weekly reports for conformance with project work requirements including project schedules.



18. Review laboratory test results and communicate with the County on an as needed basis.
19. Prepare observation logs and conformance data sheets (as required) in accordance with the CQA Plan, including photographic documentation on a selected basis.
20. Prepare contract close-out documentation and process final pay request, lien waivers, and other final contract documents.

Deliverables:

1. Reviewed and approved shop drawings.
2. Reviewed pay requests from the contractor.

Clarifications:

1. HDR will not coordinate or schedule the contractor's work.
2. Construction monitoring services assume construction duration of 12 months. Meeting attendance, site visits, and expenses are based on this duration.
3. Construction monitoring services assume an HDR representative will be on-site full-time for major components of the work and periodically for the remainder of the construction duration.
4. There will be no conformance testing of geosynthetics. The certification will rely totally on manufacturer QC Certificates.
5. The effort estimated for shop drawing submittal review has been based on not more than two (2) review cycles. Additional review cycles due to the lack of attention to detail by the Contractor may require additional compensation.
6. This scope only includes costs associated with coordination of providing power to the leachate pump enclosure. The County will pay for any Duke Power fees for meter connection.

Task 4: Construction Certification Report

This task item addresses engineering services to provide a construction certification report for Landfill Unit 4. HDR will prepare up to two Unit 4 Construction Certification packages for submittal to County staff and NCDEQ. The package will include construction quality control and assurance documentation developed during the construction of the Unit 4 which will include at a minimum asbuilt surveys and record drawings, laboratory and field test results for soil and geosynthetics, and manufacturer's material certifications.

PART 3.0 SCHEDULE

These tasks are for services for the 2026/2027 fiscal year and will follow the dates as shown in Part 2.0 of this task order.



PART 4.0 PAYMENTS TO ENGINEER

The following estimated fee schedule has been prepared for the requested services. Payment on a time and materials basis.

Fee Estimate:

Task 1	Project Management	\$57,500
Task 2	Preparation of Bidding Contract Documents	\$74,800
Task 3	Construction Quality Assurance Services	\$753,900
Task 4	Construction Certification Report	\$31,300
Estimated Total Fee		\$917,500

We sincerely appreciate the opportunity to continue to support the County's solid waste management system through this construction project. If you have any questions regarding the proposed work tasks or associated fees, please do not hesitate to contact either of us.

Sincerely,
HDR Engineering, Inc of the Carolinas

A handwritten signature in black ink, appearing to read 'Mike Plummer'.

Michael D. Plummer, PE
Project Manager

A handwritten signature in black ink, appearing to read 'Jonathan Henderson'.

Jonathan R. Henderson, PE
Area Manager

e. The Tax Administrator recommended the Board of Commissioners approve 97 releases totaling \$54,455.56, three refunds totaling \$638.93 and 72 Motor Vehicles Bill adjustments / refunds totaling \$9,456.34 requested during the month of August.

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

During the month of August Tax Office staff have checked records and verified the legitimacy of 97 releases totaling \$54,455.56, three refunds totaling \$638.93 and 72 Motor Vehicle Bill adjustments / refunds totaling \$9,456.34.

Common reasons for the release of tax bill amounts include changes in values, months, and situs, businesses closing / being sold, clerical errors, and assessment fee corrections. The refunds are due to duplicate listings and change in exemption status. The motor vehicle bill adjustments are largely due to proration of tax bill amounts to account for mid-year transfers of ownership and change in values and situs.

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

12. Other Items of Business.

a. Commissioner Setzer reminded citizens about an informal drop-in session on the Unified Development Ordinance Update (UDO) on Tuesday, September 22, 2026, from 10:00 am to 8:00 pm at the Government Center.

b. Commissioner Beatty informed the public about the Sherrills Ford Ribbon Cutting scheduled for Tuesday, September, 22, 2026, at 10:00 am.

13. Manager's Report. None.

12. Attorney's Report.

County Attorney Jodi Stewart requested the Board of Commissioners approve the termination of the economic development agreement between Catawba County and Wanzl North America.

In December 2023, Catawba County entered into an economic development agreement ("EDA") with Wanzl North America ("Wanzl"), a shopping cart manufacturer located in Newton, pursuant to which the County would provide certain incentives to assist Wanzl in carrying out a project involving the construction, upfitting and equipping of a manufacturing facility at 700 Technibilt Drive, Newton, at a cost of not less than \$15,000,000 and the creation of a minimum of 10 new jobs and the retention of 309 jobs at the facility, with improvements and new jobs to be made or created between July 1, 2023 and December 31, 2025.

The EDAs with the company were performance-based, contingent upon job creation and investment milestones. Wanzl did not meet the investment or job creation requirements. As a result, no incentive payments were made, and the agreements can be terminated. This action will enable the County to appropriately close out all remaining administrative matters tied to the project. Newton's City Council will be considering a similar action.

Vice-Chair Allran made a motion to approve the termination of the economic development agreement between Catawba County and Wanzl North America. The motion carried unanimously.

A copy of the Wanzl EDA Agreement Termination is hereto attached:

**TERMINATION OF ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN
Wanzl North America and Catawba County
Dated December 13, 2023**

THIS TERMINATION AGREEMENT (hereinafter "Agreement") is made and entered into this the ____ day of September 2026, by and between the **Catawba County** (hereinafter sometimes referred to as "County"), a North Carolina body politic, party of the First Part, and **Wanzl North America** (hereinafter sometimes referred to as "Company"), a corporation, party of the Second Part.

WITNESSETH:

WHEREAS, the County and Company on December 13, 2023, executed and delivered that certain Economic Development Agreement (hereinafter "EDA") relating to certain terms and conditions pursuant to which the County would make certain appropriations as incentives to assist Company in carrying out a project (the "Project") involving the construction, upfitting and equipping of a manufacturing facility at 700 Technibilt Drive, Newton, NC (Parcel ID# 364913149962) (sometimes herein referred to as the "Property") at a cost of not less than Fifteen Million Dollars (\$15,000,000) with creation of a minimum of ten (10) new jobs and the retention of three hundred nine (309) jobs at the facility, with improvements to be made and net new jobs to be created between July 1, 2023 and December 31, 2025 (the "Improvement Period"); and

WHEREAS, Company has not met the job creation obligations in excess of ten (10) new jobs by December 31, 2025, which is an event of default under Paragraph 8.a. of the December 13, 2023, EDA; and

WHEREAS, Company has not met the investment obligations in excess of Fifteen Million Dollars (\$15,000,000) by December 31, 2025, which is an event of default under Paragraph 8.a. and 8.f. of the EDA; and

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

WHEREAS, County to date has not paid any incentives under the EDA; and

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

AGREEMENT

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

I. **Termination of Economic Development Agreement.**

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

II. **Miscellaneous.**

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

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

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

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

Company: Wanzl North America
 1019 Lincoln Commerce Ct
 Denver, NC 28037

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

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

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

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

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

Catawba County
A North Carolina Body Politic

Attest:
(SEAL)

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

Clerk

STATE OF NORTH CAROLINA
COUNTY OF CATAWBA

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

Witness my hand and seal this _____ day of _____, 2026.

[Seal]

Notary Public

My commission expires: _____

Approved as to form on behalf of Catawba County only:

_____ Jodi Stewart, County Attorney

Wanzl North America

By: _____(SEAL)

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____ a Notary Public of said county and state, certify that
_____ personally came before me this day and acknowledged that
he/she is a _____ of Wanzl North America, a corporation, and that he/she signed the foregoing
instrument on behalf of the company pursuant to authority duly given him/her by the company

Witness my hand and seal this _____ day of _____, 2026.

[Seal]

Notary Public

My commission expires: _____

13. Adjournment. No further action was taken. Upon a motion by Commissioner Beatty which unanimously carried, the meeting was adjourned at 7:59 p.m.



C. Randall Benbow, Chair
Catawba County Board of Commissioners



Dale R. Stiles
County Clerk