Caldwell County
North Carolina
Board of Commissioners Meeting

July 8, 2024 at 6:00 PM
City-County Chambers
905 West Avenue NW, Lenoir

AGENDA

Call to Order ***Chairman Randy T. Church***

Public Comment Period

Invocation ***Priest Ric Smith, Amorem and Pallative Care***

Pledge of Allegiance ***Commissioner, Robbie Wilkie***

Agenda Amendments from the Board, Manager & Public

Agenda Items

1.	Presentation *Dustin Burleson*	VAYA Health Updates
2.	Public Hearing *Micah Kelly*	Naming of Unnamed Road- Gringer Lane
3.	Items for Decision *Josh Angle*	2023 Tax Collectors Settlement and 2024 Charge to the Tax Collector
4.	Public Hearing *Shelley Stevens*	Quasi-Judicial Hearing- Special Use Permit Request 2024-1
5.	Items for Decision *Donald Duncan*	Second Reading- Franchise Agreement with Miller Ambulance Services
6.	Items for Decision *Donald Duncan*	Second Reading- Emergency Medical Services Ordinance Amendment
7.	Items for Decision *Donald Duncan*	Second Reading- Racetrack and Dragstrips Ordinance Amendment
8.	Items for Decision *Donald Duncan*	Approval of Nomination of Kevin Bean for Office of County Sheriff
9.	Resolution *Mallory Keller*	America 250 NC Committee

Consent

10.	Resolution	Opioid Settlement for Kroger
11.	Budget Revisions	Golden LEAF Grant - Foothills Regional Airport
12.	Items for Decision	Lease Agreement for Industrial Property
13.	Items for Decision	Appointment of Reuben Chandler and Karen Cannon to Board of Health
14.	Items for Decision	Reappointment of Wayne Rash to Board of Health
15.	Items for Decision	Appointment of Sherri Kincaid to the Regional Aging Advisory Committee
16.	Items for Decision	Appointment of NCACC Voting Delegate
17.	Items for Decision	Approval of Minutes from June 10th Meeting

Adjourn

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
July 8, 2024	Administration	Dustin Burleson

AGENDA ITEM # 1

VAYA Health Updates

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
July 8, 2024	Administration	Micah Kelly

AGENDA ITEM # 2

Naming of Unnamed Road- Gringer Lane

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Road Name Change In House- Gringer Lane
2. Gringer Lane Image

Commissioners
Randy Church, Chairman
Mike Labrose, Vice Chairman
Jeff Branch
Donnie Potter
Robbie Wilkie

County of Caldwell
PO Box 2200
Lenoir, NC 28645
Phone (828) 757-1300
Fax (828) 757-1295
www.caldwellcountync.org

May 20, 2024

Dear Reader:

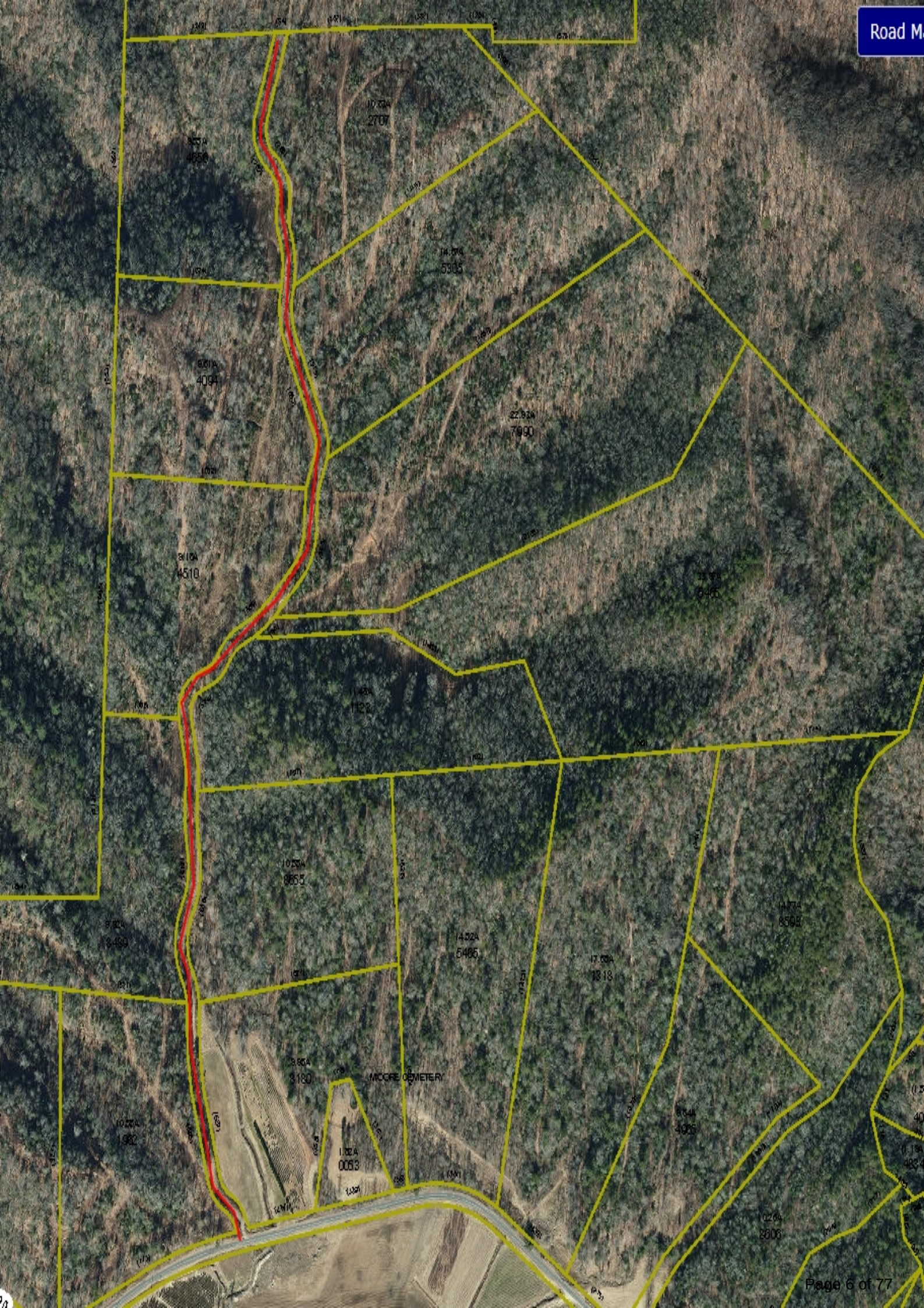
This notice is to inform you of a road name change. The road is currently unnamed and the residents on the road have all signed. They have requested the name to be GRINGER LANE. Please put this on the commissions meeting and please contact the Lenoir news topic.

Other possible names for the road are.
GRAPE BUCKET LANE
BEAR PRINT LANE

If you have questions, please call us at 828-757-6859.

Sincerely,

Micah Kelly
E911 Addressing Coordinator
mkelly@caldwellcountync.org


Road M
MOORE CEMETERY

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
July 8, 2024	Tax	Josh Angle

AGENDA ITEM # 3

2023 Tax Collectors Settlement and 2024 Charge to the Tax Collector

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. 2023 Outstanding Taxes & 2024 Charge

Josh Angle, Tax Administrator
PO Box 2200
Lenoir, NC 28645
Phone (828) 757-1340
Fax: (828) 757-1315
www.caldwellcountynctax.com

Caldwell County
NORTH CAROLINA
Tax Department

MEMORANDUM

THRU: Donald E. Duncan, Jr. County Manager

TO: Caldwell County Board of Commissioners

FROM: Josh Angle, Tax Administrator

SUBJECT: 2023 Tax Collectors Settlement and 2024 Charge to the Tax Collector

DATE: July 1, 2024

Requires Board Action

In accordance with NCGS 105-373 (a) settlement of 2023 taxes is hereby submitted for the Board's information, approval, and recharge to the tax collector for the collection of 2023 taxes indicated.

2023 Outstanding Taxes

2023 Real & Personal Taxes County Taxes Only Vehicle Taxes Listed Separately	$ 1,122,269.67
Total 2023 Outstanding	$ 1,122,269.67 = 2.36%

A report of all taxes charged and collected is provided for your information.

Request this settlement be accepted and these outstanding taxes be charged back to the tax collector.

In accordance with NCGS 105-321 & 352 requests the attached tax receipt charge is authenticated by the Chairman of the Board of Commissioners for 2024 taxes.

I, Josh Angle, do hereby affirm that this tax levy settlement sheet and tax receipt charge is a true and accurate report of the status of the tax levy for Caldwell County. Further, I affirm that diligent efforts have been made to collect all charged tax receipts.

_____
Josh Angle, Tax Administrator

NORTH CAROLINA, CALDWELL COUNTY

I, Candace W. McLean, Notary Public, do hereby certify that Josh Angle personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the _____ day of July 2024.

_____
Notary Public

My Commission Expires: September 22, 2025

STATE OF NORTH CAROLINA

COUNTY OF CALDWELL

To the Tax Collector of the County of Caldwell:

You are hereby authorized, empowered, and commanded to collect the taxes for 2024 set forth in the tax records filed in the office of the Caldwell County Tax Collector and in the tax, receipts herewith delivered to you, in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the County of Caldwell, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with law.

Witness my hand and official seal, this _____ day of July 2024

_____(Seal)
Randy T. Church, Chairman
Caldwell County Board of Commissioners

Attest:

_____
Abigail Rich, Clerk to the Board

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
July 8, 2024	Planning	Shelley Stevens

AGENDA ITEM # 4

Quasi-Judicial Hearing- Special Use Permit Request 2024-1

BACKGROUND

Jonathan Yates representing TowerCom and Verizon Wireless is requesting a special use permit (SUP) for a 195' monopole tower with a 4' lightening rod and room for 3 colocators (wireless carriers) in addition to Verizon.

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. SUP 2024-1 BOC Staff Report 7.8
2. Link to SUP 2024-1 Application

STAFF REPORT

Caldwell County Board of Commissioners
July 8th, 2024 Meeting

Applicant:	Jonathan L. Yates (Attorney) for TowerCom which is building a tower for Verizon Wireless
Property Owners:	John Daniel Cassavaugh
NCPIN:	2737923245
Location:	3341 Clarks Chapel Rd, Lenoir, NC 28645
Site Conditions:	Wooded & field with a shed; in Watershed Protected area, outside Special Flood Hazard Area
Acreage:	35 acres; 100' x 100' - 10,000 sq. ft. leased area (.23 acres)
Zoning:	RA-20
Elevation:	1,258'
Surrounding Land Use:	Residential homes (RA-20 zoning); vacant wooded land and fields
Request:	Special use permit

Request

Jonathan Yates representing TowerCom and Verizon Wireless is requesting a special use permit (SUP) for a 195' monopole tower with a 4' lightening rod and room for 3 colocators (wireless carriers) in addition to Verizon.

Staff Comments

The applicant has illustrated that they have met the Zoning Ordinance and special use permit requirements for issuance of a special use permit for a cell tower.

Please review the application materials against the ordinance requirements to see if the requirements are met.
The applicant may provide testimony (BOC hearing) or other evidence to go along with that which is in their application to prove that they meet all application requirements.

The site is located in an area identified in the Comprehensive Plan's Future Land Use Map for low-density future uses. The proposed site is not in a Special Flood

Hazard Area. The parcel is in the Watershed Protected Area of the county, but the development will not cover more than 24% of the site with impervious surface.

Zoning Ordinance Requirements still needed at the time of the Planning Board meeting that are now received and reviewed:

- Copy of language for maintenance/removal required in lease and proper language in “removal” statement
- Bond renewal promise from applicant and review by attorney
- Remove applicant’s remarks from “staff comment” section and add to applicant section.
- Lease address discrepancies corrected

These items have now been added/corrected. After Verizon’s surveyor and the neighbor’s surveyor worked together to resurvey the lot, the proposed tower site moved 21’ to the south of the original site. However, the County Attorney and Planning Director both think that the Planning Board’s recommendation still remains valid for consideration by the County Commissioners.

Planning Board Recommendation: Approval contingent upon receipt of listed items (now received).

https://www.dropbox.com/scl/fo/kat08ccqxrlrc83htuob2/AMyeqInmvv6BqPPbnkflzqw?rlkey=x1057wd78u693iowh38jwijs3&e=1&st=4pwu542x&dl=0

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
July 8, 2024	Administration	Donald Duncan

AGENDA ITEM # 5

Second Reading- Franchise Agreement with Miller Ambulance Services

BACKGROUND

This item will be the second reading and vote for the Franchise Agreement with Miller Ambulance Services. By General Statute, two readings are required for franchise agreements. The public hearing for the meeting was held at the June 10, 2024 Board of Commissioners Meeting and the franchise was passed at this meeting as well.

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Miller Ambulance Service Franchise Ordinance

NORTH CAROLINA

CALDWELL COUNTY

01-24

CAPE FEAR REGIONAL TRANSPORT, INC. DBA: MILLER AMBULANCE SERVICE AMBULANCE SERVICE FRANCHISE ORDINANCE

An Ordinance granting a non-exclusive Franchise (hereinafter "Franchise") to Cape Fear Regional Transport, Inc. dba: Miller Ambulance Service, of Yadkin County, North Carolina, to operate Non-Emergency Ambulance Transportation Services in Caldwell County, North Carolina.

WHEREAS, Caldwell County has recognized a need for non-emergency ambulance transportation services from Caldwell UNC Healthcare to other entities outside of and within Caldwell County; and

WHEREAS, Caldwell County provided notice to its citizens, as required by GS 153A-250, of a public hearing to be conducted on Monday, June 10th, 2024, at 6:00 PM during the regular meeting of the Caldwell County Board of Commissioners; and

WHEREAS, during this hearing, the Caldwell County Board of Commissioners found that Cape Fear Regional Transport, Inc. dba: Miller Ambulance Service's application for a Franchise Agreement met the provisions outlined in Chapter 7 (Emergency Medical Services) of the Caldwell County Code of Ordinances, to operate non-emergency transportation services in Caldwell County; and

WHEREAS, Caldwell County Commissioners are granting Cape Fear Regional Transport, Inc. dba: Miller Ambulance Service a 3-year term for a Franchise of non-emergency medical service; and

WHEREAS, the requirements contained within the provisions of North Carolina General Statute §153A-250, §153A-45 and §153A-46 have been met.

NOW, THEREFORE, in consideration of the granting of this Franchise by Caldwell County to Cape Fear Regional Transport, Inc. dba: Miller Ambulance Service it is mutually understood and agreed upon by the parties:

Name and address of franchisee-

Cape Fear Regional Transport, Inc.
dba: Miller Ambulance Service
609 Carolina Ave
Yadkinville, NC 27055

336-677-3000

Nature and Term of Franchise- Caldwell County hereby grants to Cape Fear Regional Transport, Inc. dba: Miller Ambulance Service a non-exclusive franchise pursuant to the provisions of Chapter 7 (Emergency Medical Services) of the Caldwell County Code of Ordinances, as amended; for non-emergency ambulance transportation services within Caldwell County upon the terms and conditions herein set forth. The franchise granted herein is for a term of 3 (three) years from the effective date of the franchise, which shall begin on the first day following the date of acceptance by Cape Fear Regional Transport, Inc. dba: Miller Ambulance Service of the franchise terms and conditions set forth herein.

General Responsibilities- Cape Fear Regional Transport, Inc. dba: Miller Ambulance Service will comply at all times with the requirements of Chapter 7 "Emergency Medical Services" of the Caldwell County Code of Ordinances, this Franchise Agreement, and will comply with, maintain and affirm all representations made by Cape Fear Regional Transport, Inc. dba: Miller Ambulance Service in its franchise application. Cape Fear Regional Transport, Inc. dba: Miller Ambulance Service shall further comply with any and all applicable laws relating to health, sanitation, safety, equipment, ambulance design or other EMS Services vehicle design and all other applicable laws and ordinances.

Service Area- Cape Fear Regional Transport, Inc. dba: Miller Ambulance Service shall operate its non-emergency ambulance transportation services in conjunction with Caldwell UNC Healthcare 24 hours each and every day of the calendar year within Caldwell County. Caldwell County may from time to time alter, and at its sole discretion, amend the service area of Caldwell County in which Cape Fear Regional Transport, Inc. dba: Miller Ambulance Service may operate.

Notice- Any notice provided for under this franchise, Chapter 7 (Emergency Medical Services) the Caldwell County Code of Ordinances, as amended, or other applicable law shall be sufficient if in writing and delivered personally to the following address or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

If to Caldwell County:
Caldwell County Manager
Post Office Box 2200
Lenoir, NC 28645

If to Cape Fear Regional Transport, Inc. dba: Miller Ambulance Service:
609 Carolina Ave
Yadkinville, NC 27055
336-677-3000

Severability- If any section, subsection or other portion of this Franchise is for any reason declared invalid, in whole or in part, by any court, agency, commission, legislative body or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

Amendment- This Franchise Ordinance constitutes the entire understanding of the parties hereto and shall not be amended or modified except in writing pursuant to the terms of the Ordinance and executed by the parties hereto.

IN WITNESS WHEREOF, CAPE FEAR REGIONAL TRANSPORT, INC. DBA: MILLER AMBULANCE SERVICE FRANCHISE ORDINANCE passed on first reading the 10th day of June, 2024, and was passed and adopted on second reading this the 8th day of July, 2024.

CALDWELL COUNTY

_____
Randy T. Church, Chairman
Caldwell County Board of Commissioners

ATTEST:

_____
Abigail Rich, County Clerk
Caldwell County Board of Commissioners

ACCEPTANCE BY CAPE FEAR REGIONAL TRANSPORT, INC. DBA: MILLER AMBULANCE SERVICE

The undersigned, Gary Miller, in his/her capacity as president of Cape Fear Regional Transport, Inc. dba: Miller Ambulance Service and on behalf of that corporation, does hereby accept and approve the foregoing and attached Franchise and all of its terms and conditions; and in consideration of the benefits and privileges granted to it does hereby agree to abide by, carry out, observe and perform all of the obligations and things provided to be carried out and performed by it in said Franchise approved by the Caldwell County Board of Commissioners, subject to applicable state and federal law.

This the ___ day of _____, 2024.

_____

State: _____

County: _____

I, _____, a Notary Public of said County and State, do hereby certify that on the ___ day of _____, 2024 Gary Miller personally appeared before me as president of Cape Fear Regional Transport, Inc. dba: Miller Ambulance Service, and acknowledges the signing and execution of the foregoing instrument.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed by notarial seal on the day and year above written.

_____
Notary Public

(Seal)

My Commission Expires: _____

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
July 8, 2024	Administration	Donald Duncan

AGENDA ITEM # 6

Second Reading- Emergency Medical Services Ordinance Amendment

BACKGROUND

By General Statute, any ordinance holding a criminal penalty must be voted on twice by the Board of Commissioners for approval. The first reading of the Emergency Services Ordinance Amendment was held on June 10, 2024, and passed by an unanimous vote.

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Emergency Medical Services Ordinance Amended 06-2024

CHAPTER ___ EMERGENCY MEDICAL SERVICES

SECTION 1. AUTHORITY

Pursuant to NCGS 153A, and other applicable law, Caldwell County hereby establishes these Ordinances for the operation of emergency medical services within its jurisdiction.

SECTION 2. DEFINITIONS

The following words, terms, and phrases, when used in this Chapter, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

Ambulance means any publicly or privately owned vehicle which is specifically designed, constructed, or modified, and equipped, and is intended to be used, maintained, or operated for, transportation, of people who are sick, injured, wounded, or otherwise incapacitated.

Ambulance Advisory Committee means a committee which consists of the Caldwell County Office of Emergency Services Director, by virtue of position, and four members, who are appointed by the Board: two members in the healthcare field, and two members with EMS knowledge.

Ambulance Service means any publicly or privately owned enterprise engaged in the transportation of patients of emergency and nonemergency status to medical facilities.

Backup Ambulance Service means the system periodically staffed with personnel and equipment meeting the same criteria as Ambulance Service, which may be dispatched when the Ambulance Service is unavailable to respond.

Board means the Caldwell County Board of Commissioners.

County means Caldwell County, North Carolina.

Department means the NC Office of Emergency Medical Services (OEMS), which is regulated by the health service regulation assistance, a division of the North Carolina Department of Health and Human Services.

Dispatcher means an emergency telecommunicator who has completed an educational and/or training program approved by the employing agency and is credentialed by the agency, who dispatches emergency services and advises the Caldwell County Sheriff's Office, emergency medical personnel, and some police and fire departments, of any existing or threatened emergencies. The Caldwell County 911 Communication Center serves as the primary Public-Safety Answering

Point (PSAP), Lenior Police Department serves as the backup, and Burke and Catawba Counties serve as secondary PSAPs.

Emergency Medical Services (EMS) means services rendered by emergency medical services personnel responding to improve the health and wellness of the community and addresses people's needs for emergency medical care within the scope of practice as defined by the North Carolina Medical Board, in accordance with State Law to prevent loss of life or further aggravation of physiological or psychological illness or injury.

Emergency Medical Technician (EMT) means an individual who is credentialed by the Department.

Emergency Medical Technician-Advanced (EMT-A) means an individual who has been credentialed as an Emergency Medical Technician-Advanced by the Department.

Emergency Medical Technician-Paramedic (EMT-P) means an individual who has been credentialed as an Emergency Medical Technician-Paramedic by the Department.

Emergency Services Personnel means Dispatcher, EMT, EMT-A, EMT-P, emergency medical services instructor, or Medical Responder.

EMS Provider means a firm, a corporation, or association which engages in Emergency Medical Services within the rules and regulations of the Department.

First Responder means the first dispatched medical or rescue aid to arrive at the scene and provide emergency medical assistance to stabilize a Patient while waiting for further medical aid and/or transport.

Franchise means a permit issued by the Board to a corporation or other legal entity for the operation of an Ambulance Service.

Franchisee means any corporation or other legal entity having been issued a franchise by the Board for the operation of an Ambulance Service.

License means any driver's license or permit to operate a motor vehicle issued under or granted by State Law.

Medical Responder means an individual who has been credentialed as a medical responder by the Department.

NCGS means the North Carolina General Statutes.

Nonemergency Transportation Service means the operation of an Ambulance for any purpose other than an emergency.

Office of Emergency Services means the County's office of emergency services. The emergency services director serves as the department director and the department's mission is to develop and maintain a comprehensive emergency management program to reduce or eliminate the vulnerability of citizens to natural and/or manmade hazards and respond quickly and appropriately to emergencies.

Operator means a person in actual physical control of an Ambulance in motion or has the engine running.

Owner means a person or legal entity, authorized to do business in the State by the Secretary of State or is a political subdivision of the State, which owns and operates an Ambulance Service.

Patient means an individual who is sick, injured, wounded, or otherwise incapacitated and needs medical assistance.

Person means any individual, firm, partnership, association, corporation, or organization of any kind, including any government agency other than the United States.

Rescue means situations where the victim cannot escape an area through the normal exit or under their own power.

State means the State of North Carolina.

State Law means the laws, regulations, and rules of North Carolina.

SECTION 3: INSPECTIONS TO ENSURE COMPLIANCE

The County may inspect a Franchisee's records, premises, and equipment at any time to ensure compliance with this Chapter and any Franchise granted under this Chapter. Any Franchisee shall also comply with any inspections requested by a state or federal agency.

SECTION 4: PERMITS, CERTIFICATIONS AND EXEMPTIONS

(a) No Person shall furnish, operate, conduct, maintain, advertise, or otherwise be engaged in or profess to be engaged in the business or service of emergency and/or nonemergency transportation of Patients within the County unless the Person holds a valid permit for each Ambulance used in such business or service issued by the Department and has been granted a Franchise for the operation of such business or service by the Board pursuant to this Chapter.

(b) No person shall drive an Ambulance, attend to a Patient in one, or permit one to be operated when transporting a Patient within the County unless they hold a current, valid certification issued by the State.

(c) No Franchise is required for:

1. An entity rendering assistance to a franchised Ambulance Service, upon request, when the services franchised by the Board are insufficient or unable to cope, in the event of a major catastrophe or emergency.

2. An entity operating from a location or headquarters outside the County which passes through the County for the purpose of transporting Patients from outside the County to facilities outside the County, or transporting Patients picked up outside the County to facilities within the County. No such entity shall pick up Patients within the County for transporting to locations within the County, or other locations, unless the entity is rendering County authorized assistance.

SECTION 5: APPLICATION

Application for a Franchise to operate an Ambulance Service in the County must be made upon County forms and shall include:

(a) The legal name and address of the applicant and the owner of the Ambulance Service, including registration, and authorization to do business in NC, as determined by the NC Secretary of State's office.

(b) The trade or other fictitious names, if any, under which the applicant does business, along with a certified copy, filed with the Caldwell County Register of Deed's Office, of an assumed name certificate.

(c) A resume of the training and experience of the applicant in the transportation and medical care of patients.

(d) A description and copy of state certification for each Ambulance owned and operated by the applicant.

(e) The location and description of the places from which the applicant intends to operate.

(f) An audited financial statement of the applicant as it pertains to the operations in the County, if requested by the County. The financial statement must include all details required by the County.

(g) A full description of the type and level of service to be provided, including the location of the places from where the applicant intends to operate, the process for obtaining assistance, and how the vehicles will be dispatched.

(h) Any other information the County deems necessary for a fair determination of the capability of the applicant to provide Ambulance Service in the County in accordance with State Law and this Chapter.

(i) A full description of how each component listed in the North Carolina Administrative Code is being accomplished.

SECTION 6: GRANTING

(a) Prior to accepting applications for the Franchise to operate Ambulances in the County, the Board may designate specific service areas of franchise districts. The districts will be established using criteria which include geographic size, road access, the location of existing medical transportation services, population, and response time. The Board has the authority to establish, rearrange, or dissolve districts at any time, at its discretion, in accordance with State Law.

(b) An applicant may apply for a Franchise to operate emergency transportation, nonemergency transportation, rescue, or first responder services. Each type of service requires a separate application. If more than one type of service is

to be provided, separate applications must be filed for each type. The Board has sole discretion to require an applicant to operate some or all the services, regardless of the services the applicant offered within the application.

(c) Upon receipt of an application for a Franchise, the Board will schedule a time and place for hearing the applicant(s).

(d) A Franchise may be granted if the Board finds:

1. Public convenience and necessity require the proposed Ambulance Service and a need exists for the proposed service to improve the level of Ambulance Service available to residents of the County, and the Franchise is a reasonable and cost-effective manner to meet the need.

2. Each Ambulance of the applicant is permitted by OEMS.

3. Only State credentialed EMTs, EMT-As, and EMT-Ps are employed to provide Ambulance Service.

SECTION 7: TERM SUSPENSION, REVOCATION OR TERMINATION

(a) A Franchise issued pursuant to this Chapter is valid for a term to be determined by the Board, provided either party, at its option, and without cause, may terminate the franchise upon six months prior written notice to the other party subject to the terms of a contract. After a notice of service termination is given, the Ambulance Service must reapply for a Franchise if continued service is desired.

(b) Upon suspension, revocation or termination of a Franchise granted pursuant to this Chapter, the franchised Ambulance Service shall immediately cease operations. Upon suspension, revocation, or termination of EMT, EMT-A, or EMT-P's credentials or driver's license, such person shall immediately cease to drive an Ambulance or provide medical care.

SECTION 8: STANDARDS GENERALLY

(a) Each franchised Ambulance Service shall always comply with the requirements of this Chapter, the terms of the Franchise agreement granted pursuant to this Chapter, the health, sanitation, safety, equipment and Ambulance design, and local and State Law.

(b) Assignment of a Franchise permit or agreement is prohibited unless approved by the Board in writing in advance of such assignment.

SECTION 9: STANDARDS FOR VEHICLES AND EQUIPMENT

At all times vehicles and equipment shall be maintained and in compliance as required by State Law and permitted by the Department.

SECTION 10: STANDARDS FOR COMMUNICATIONS

(a) Each Ambulance or rescue vehicle designed for on-road use must be equipped with an operational 2-way radio capable of establishing good quality voice communications from within the geographic confines of the County to each hospital(s) emergency department in the County in which the Ambulance is based, all hospital emergency departments to which transportation of patients is made on a regular or routine basis anywhere in the state, and to the emergency services dispatching agencies within the County.

(b) Each Franchisee must maintain current authorizations of FCC licenses for all frequencies, equipment, and radio transmitters it operates. Copies of all authorizations and licenses must be on display and available for inspection according to FCC rules and regulations.

(c) Each base of operations must have at least one telephone landline and telephone numbers registered with each law enforcement agency and communications center in the County.

(d) Nonemergency transportation service may be dispatched by the County dispatch center or in any manner approved by the Board.

SECTION 11: INSURANCE

(a) No Ambulance Franchise shall be issued under this Chapter, nor shall such Franchise be valid after issuance, nor shall any Ambulance be operated in the County unless there is, at all times, in full force and effect occurrence-based insurance coverage issued by an insurance company licensed to do business in North Carolina, for each and every Ambulance owned and/or operated by or for the Ambulance Service providing for the payment of damages as follows:

1. Commercial general liability, medical professional liability, employment practices liability, and errors and omissions. For each respective policy, coverage shall extend to all EMTs, EMT-As, EMT-Ps, first responders, medical director(s), assistant medical directors, and all staff of the Ambulance Service franchise and include minimum limits of $1,000,000 per occurrence with a $2,000,000 annual policy aggregate.

2. Business auto coverage with a minimum limit of $1,000,000 with a combined single limit for bodily injury liability and property damage liability. This coverage shall include owned vehicles, hired non-owned vehicles, and employee non-owned vehicle.

3. Management or directors' and officers' liability coverage shall include at least minimum limits of $1,000,000 per claim and a $2,000,000 aggregate.

4. Umbrella liability coverage shall include at least a minimum limit of $1,000,000 per occurrence. Coverage shall be in excess over the underlying business auto coverage, commercial general liability coverage, and employers' liability coverage.

5. Workers' compensation coverage shall extend to all paid and volunteer members as required by law, and in amounts required by State Law.

(b) A franchisee must annually supply a certificate of insurance for all requirements contained within this Section. Additionally, Franchisee must immediately notify the Board if Franchisee's insurance lapses, or is otherwise suspended, voided, canceled, or reduced in coverage or in limits for any reason.

(c) A franchisee shall indemnify, defend, and hold harmless the County for everything under this Chapter.

(d) A franchisee must name the County as an additional insured on a primary basis for all policies required in this Chapter. Waiver of Subrogation shall be issued in favor of the County with respect to all policies as required by this Chapter.

(e) A franchisee's insurance shall be considered primary for losses which occur as a direct result of actions attributable to Franchisee. Further, Franchisee's insurance shall cover the County for any liability arising out of the activities performed by or on behalf of Franchisee, including products or completed operations of Franchisee; or automobiles owned, leased, hired, or borrowed by Franchisee. This coverage cannot contain any special limitations as to the scope of the protection afforded to the County, its elected officials, officials, officers, employees, agents, or volunteers.

(f) Any insurance maintained by the County shall be in excess of the Franchisee's insurance.

(g) Failure to comply with any portion of this Section may result in immediate termination of the Franchise upon written notice to the Franchisee by the County.

SECTION 12: FRANCHISE RECORDS

Each Ambulance Franchisee shall maintain the following records:

(a) Record of dispatch. Records shall show the time a call was received, time personnel dispatched, time arrived on scene, time arrived at destination, time in service, and time returned to base.

(b) Trip record. The trip record must provide the Patient with a copy containing all required information. A copy of the trip record may serve as a receipt for any charges paid.

(c) Biweekly checklists. There shall be a minimum of biweekly driver and attendant checklists of contents and equipment of each vehicle and organization signed by the individuals verifying vehicle operation and equipment.

SECTION 13: RATES AND CHARGES

(a) Each Franchisee must submit a schedule of rates to the Board for approval and shall not charge more or less than the approved rates without prior written authorization of the Board.

(b) No Ambulance Service shall attempt to collect rates on calls for service until the Patient:

1. Has reached the point of destination, received medical attention and is in a condition, deemed by the physician, fit to consult with the Ambulance Service. The Ambulance Service may attempt to secure guarantee of payment with the Patient's family or guardian once the Patient is in the process of receiving medical attention; or

2. Refuses to be transported to a medical facility to receive additional medical attention after the Patient received medical attention from the Ambulance Service.

(c) A Patient may be required to pay for transportation to a nonemergency facility in advance of the Ambulance trip only for nonmedically necessary transports.

SECTION 14: EMERGENCY MEDICAL SERVICES MUTUAL AID

(a) To promote and improve safety, the County uses emergency medical services from other jurisdictions when possible.

(b) Nothing in this Section shall be construed to require the County or its departments or agents to be responsible for the payment or collection of emergency medical services provided within any other county other than the County, except a county requesting mutual aid in a disaster should make provisions to reimburse the County, expenses incurred, as a result of the disaster response.

(c) The County must authorize mutual aid to surrounding counties for the use of the County gas pumps for emergency vehicles coming through the County when private gas stations are closed. The County shall be reimbursed for such costs.

SECTION 15: PENALTIES

Any Person violating a provision of this Chapter shall be guilty of a Class 3 misdemeanor and shall be fined not more than $500.00, or imprisonment for not more than 30 days, or both. Each day a violation continues, after the offender has been notified of the violation, shall constitute a separate occurrence. A third conviction within a 5-year period shall constitute a Class 1 misdemeanor, with a maximum penalty of 120 days in jail and a discretionary fine, as provided by law. Each 30 days of continued violation shall be considered a separate offense.

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
July 8, 2024	Administration	Donald Duncan

AGENDA ITEM # 7

Second Reading- Racetrack and Dragstrips Ordinance Amendment

BACKGROUND

By General Statute, any ordinance holding a criminal penalty must be voted on twice by the Board of Commissioners for approval. The first reading of the Racetrack Ordinance Amendment was held on June 10, 2024, and passed by a vote of 4 to 1.

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Racetracks and Dragstrips Ordinance Amendment

AMENDMENTS TO THE CALDWELL COUNTY ORDINANCE LIMITING TIMES OF OPERATIONS AT RACETRACKS AND DRAGSTRIPS

The Racetracks and Dragstrips Chapter of the Code of Caldwell County is hereby amended by adding a new Section 3A, which reads as follows:

“Section 3A, Test and Tune Events Temporarily Permitted

In addition to those times permitted by Section 3, above, the owner and/or operator of any raceway, racetrack, or drag strips may schedule and operate no more than four (4) “Test and Tune events” on weekdays (Monday through Friday) between the hours of 10:00 a.m. and 4:00 p.m. in each calendar month. “Test and Tune event” means a race team bringing a car to the track, running laps, adjusting settings on the car, and then running more laps, with no racing, no crowd, and no money taken at the gate.”

“This Section 3A is effective immediately upon enactment and it expires automatically without further action on October 31, 2024.”

Enacted this the __ day of July, 2024.

_____
Randy T. Church, Chairman

Attest:

_____
Abby Rich, County Clerk

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
July 8, 2024	Administration	Donald Duncan

AGENDA ITEM # 8

Approval of Nomination of Kevin Bean for Office of County Sheriff

BACKGROUND

Major Kevin Bean has been nominated by the Caldwell County Republican Party to be appointed as Sheriff upon the retirement of current Sheriff, Alan C. Jones. The Board of Commissioners must take a formal vote on this nomination.

RECOMMENDED MOTION

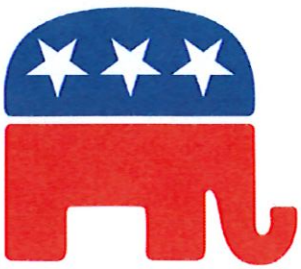
BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Sheriff Nomination Letter from Rep. Party 2024



Caldwell County Republican Party

813 West Avenue

Lenoir, NC 28645

Executive Committee

To: 06/26/2024

Caldwell County Board of Commissioners

905 West Avenue

Lenoir, NC 28645

Dear Caldwell County Board of Commissioners,

As you are well aware, Caldwell County Sheriff Alan Jones has announced his retirement mid term, effective August 2nd, 2024. On June 25th, 2024 the Caldwell County Republican Party Executive Committee met to consider nominations to fulfill Sheriff Jones' term until November 2026. The Caldwell County Republican Executive Committee voted unanimously for Kevin Harold Bean, who is currently serving as the Chief Deputy for the Caldwell County Sheriff's Office.

The Caldwell County Republican Party Executive Committee believes that Bean is the best candidate to fill the office of the Sheriff at this time and we fully recommend that the Caldwell County Board of Commissioners appoint Kevin Harold Bean as Sheriff of Caldwell County until November of 2026.

Sincerely,

David Brawley

David Brawley

Chairman, Caldwell County Republican Party

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
July 8, 2024	Administration	Mallory Keller

AGENDA ITEM # 9

America 250 NC Committee

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Resolution 09-24 America 250 NC

RESOLUTION

09-2024

RECOGNIZING AND APPROVING OF THE CALDWELL COUNTY OFFICIAL AMERICA 250 NC COMMITTEE

A resolution of Caldwell County, North Carolina, supporting the America 250 NC committee for the United States semiquincentennial (AMERICA 250 NC).

WHEREAS, Roy Cooper, Governor of North Carolina created AMERICA 250 NC to plan, encourage, develop, and coordinate the commemoration of the 250th anniversary of the United States and North Carolina's integral role in that event and the role of its people on the nation's past, present, and future; and

WHEREAS, AMERICA 250 NC has a mission to engage ALL North Carolinians and ALL 100 counties through their many signatures and officially recognized programs, projects, and events over the commemoration by inspiring future leaders and celebrating North Carolina's contributions to the nation over the last 250 years; and

WHEREAS, by adoption of America 250 NC's mission, Caldwell County Committee is officially formed to achieve the goals of America 250 NC.

NOW, THEREFORE, BE IT RESOLVED, that the County of Caldwell hereby endorses AMERICA 250 NC and its mission; and

BE IT FURTHER RESOLVED, the County of Caldwell officially establishes an AMERICA 250 NC Committee made up of a diverse group of citizens to work with AMERICA 250 NC on any and all activities. The participants of the Caldwell County Committee will be strictly voluntary roles and there will be no compensation for participation.

IT IS FURTHER RESOLVED that a copy of this resolution be sent to the legislative delegation and the AMERICA 250 NC Committee.

Adopted this 8th day of July, 2024.

_____

Randy Church, Chairman of the Board
Caldwell County Board of Commissioners

ATTEST:

_____

Abby Rich, NCCCC
County Clerk

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
July 8, 2024	Administration	

AGENDA ITEM # 10

Opioid Settlement for Kroger

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Resolution 10-24 for Kroger Settlement

RESOLUTION

10-24

**RESOLUTION BY THE COUNTY OF CALDWELL
AUTHORIZING EXECUTION OF OPIOID SETTLEMENTS AND APPROVING THE
SECOND SUPPLEMENTAL AGREEMENT FOR ADDITIONAL FUNDS**

WHEREAS, the opioid overdose epidemic has taken the lives of more than 37,000 North Carolinians since 2000; and

WHEREAS, the COVID-19 pandemic has compounded the opioid overdose crisis, increasing levels of drug misuse, addiction, and overdose death; and

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

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

WHEREAS, a settlement has been reached in litigation against the Kroger Co. ("Kroger") as well as its subsidiaries, affiliates, officers, and directors named in the Kroger Settlement; and

WHEREAS, representatives of local North Carolina governments, the North Carolina Association of County Commissioners, and the North Carolina Department of Justice have negotiated and prepared a Second Supplemental Agreement for Additional Funds (SAAF-2) to provide for the equitable distribution of the proceeds of these settlements; and

WHEREAS, by joining the settlements and approving the SAAF-2, the state and local governments maximize North Carolina's share of opioid settlement funds to ensure the needed resources reach communities, as quickly, effectively, and directly as possible; and

WHEREAS, it is advantageous to all North Carolinians for local governments, including Caldwell County and its residents, to sign onto the settlements and SAAF-2 and demonstrate solidarity in response to the opioid overdose crisis, and to maximize the share of opioid settlement funds received both in the state and this county to help abate the harm; and

WHEREAS, the SAAF-2 directs substantial resources over multiple years to local governments on the front lines of the opioid overdose epidemic while ensuring that these resources are used in an effective way to address the crisis;

NOW, THEREFORE BE IT RESOLVED, that the Board of Commissioners of Caldwell County hereby authorizes the County Manager to execute all documents necessary to enter into opioid

settlement agreements with Kroger, to execute the SAAF-2, and to provide such documents to Rubris, the Implementation Administrator.

Adopted this the 8th day of July 2024.

_____
Randy T. Church, Chairman
Caldwell County Board of Commissioners

ATTEST:

_____
Abby Rich, NCCCC
County Clerk

SEAL

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
July 8, 2024	Economic Development	

AGENDA ITEM # 11

Golden LEAF Grant - Foothills Regional Airport

BACKGROUND

At the March 11, 2024, Board of Commissioners Meeting, Economic Development staff presented information about the Golden LEAF Foundation SITE Program. Caldwell County Economic Development staff submitted two pre-applications for grant assistance to the board. On June 6, 2024, staff received notification from Golden LEAF that one of the grant applications would be funded. The "Foothills Regional Airport Industrial Park Due Diligence" grant was awarded $50,000.

These are non-matching funds based on Caldwell County's status as an N.C. Department of Commerce Tier II county. The county is only responsible for paying WPCOG for grant administration, 5% of the award, and any due diligence expenses that exceed $50,000. Staff requests that the additional $50,000 grant be added to the economic development budget, along with $14,500 for grant administration and due diligence contingency.

RECOMMENDED MOTION

N/A. Part of consent agenda.

BUDGET IMPACT

$14,500 from sales tax redevelopment fund.

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Foothills Airport Due Diligence Grant (1)
2. 9276_Caldwell_Grantee Acknowledgement and Agreement June 2024
3. Golden Leaf Grant Documents 2024

Budget Revision # _____

Item No. _____

Date: _____

Caldwell County Board of Commissioners

BUDGET REVISION

Subject:

Background and explanation for the Budget Revision:

The county has been awarded a grant from the Golden Leaf Foundation that provides $50,000 to conduct a due diligence analysis of the Foothills Regional Airport Authority Industrial Park property in hopes of promoting future growth at the site. The grant does not require a local match but if a phase two is required the county would have to contribute towards its cost. This budget revision uses $14,500 from the sales tax reinvestment fund to cover all costs not covered by the grant.

The Budget Ordinance is hereby amended by making a Supplemental Appropriation with appropriations and revenues being adjusted as follows:

SUPPLEMENTAL APPROPRIATION

Line Item #	Title	I/D		Amount	Line Item #	Title	I/D		Amount
10.4970.330000.10195	Other Grants	I	$	50,000.00	10.4970.444100.10195	Contractual Expense	I	$	50,000.00
20.4504.461900	EDI	I	$	14,500.00	20.4504.444100	Contractual Expense	I	$	14,500.00
Total				**64,500.00**	**Total**				**64,500.00**

Attachments (Yes or No): Yes

Public Hearing (Yes or No):

Distribution:
Original - Finance Office
Duplicate - Clerk to the Board
Triplicate - Department Head

Staff Recommendation:

Board Action:

Department Head	Date	Finance Director	Date	County Manager	Date
			07/02/24		

The Golden LEAF Foundation ("Golden LEAF")

GRANTEE ACKNOWLEDGMENT AND AGREEMENT

1. Grantee: County of Caldwell

2. Number & Title: G-202403-09276/ Foothills Regional Airport Industrial Park Due Diligence

3. Purpose of Grant: This award provides funding to Caldwell County to conduct Golden LEAF approved due diligence analyses on approximately 913 acres within the Foothills Regional Airport Industrial Park. All due diligence must meet requirements described in the Golden LEAF SITE Program.

4. Amount of Grant: $50,000.00

5. Award Date: 2024-06-06

6. Special Terms and Conditions Applicable to Grant:
    a) The term of the grant is 24 months, commencing on the Award Date. Golden LEAF may extend the term of the Grant. All project-related expenses must be incurred during the term of the grant. The provisions of this Grantee Acknowledgment and Agreement (this "Agreement") that by their nature extend beyond the term of the grant will survive the end of the term of the grant.

7. Standard conditions on the release of grant funds:
    a) Release of grant funds is contingent on Grantee attending a Golden LEAF grants management workshop or participating in satisfactory discussions with Golden LEAF staff to gain training in the management of Golden LEAF grants and reporting requirements.
    b) Release of funds is contingent on Grantee returning a fully executed copy of this Agreement no later than forty-five (45) days after the Award Date, unless Golden LEAF agrees to extend the deadline for its submission.
    c) Release of funds is contingent on Golden LEAF's approval of activities and outcomes that will be used to monitor and assess Grantee's implementation of the project. Unless otherwise directed by Golden LEAF, Grantee must submit proposed outcomes and activities for approval within forty-five (45) days of the Award Date.
    d) Release of funds is contingent on the Grantee submitting a project budget for approval by Golden LEAF. The project budget must be submitted for approval within forty-five (45) days of the Award Date unless Golden LEAF agrees to extend the deadline. Unless otherwise approved, the project budget must be submitted on Golden LEAF form(s).
    e) If the approved project budget includes funds from other sources that are required for project implementation, Golden LEAF grant funds will not be released until Grantee demonstrates that it has secured those funds.
    f) Golden LEAF grant funds may not be used for acquisition of interests in real property or for costs of grant administration.
    g) If the Grantee fails to comply with its obligations under this Agreement, no further grant funds will be released unless such noncompliance is resolved to the satisfaction of Golden LEAF.

8. Confirmation of Eligibility/Permissible use of Funds: The Grantee confirms: (1) that the Internal Revenue Service has determined that the Grantee is an organization described in Section 501(c) (3) of the Internal Revenue Code of 1986, as amended, and that such determination has not been revoked, or (2) that the Grantee is a federal, state, or local governmental unit. Grantee agrees to notify Golden LEAF promptly if the Grantee's tax-exempt status is revoked or modified in any way. The Grantee agrees that it will use the funds from this grant only for charitable, educational, or scientific purposes within the meaning of Section 501(c)(3) of the Code, and that it will not use the funds from this grant in any way that would result in or give rise to private inurement or impermissible private benefit. The Grantee agrees that no funds from this grant will be used to carry on propaganda or otherwise to attempt to influence legislation, to influence the outcome of

any public election, or to carry on directly or indirectly any voter registration drive. If grant funds are used to pay for sales tax for which the Grantee receives a refund, Grantee will use the refund for expenses that are consistent with the purpose of the grant and permissible under this Agreement. Unless otherwise agreed by Golden LEAF in writing, no portion of the Grantee's rights or obligations under this Agreement may be transferred or assigned to any other entity.

9. Compliance with laws/liens: The Grantee is in material compliance with all federal, state, county, and local laws, regulations, and orders that are applicable to the Grantee, and the Grantee has timely filed with the proper governmental authorities all statements and reports required by the laws, regulations, and orders to which the Grantee is subject. There is no litigation, claim, action, suit, proceeding or governmental investigation pending against the Grantee, and there is no pending or (to the Grantee's knowledge) threatened litigation, claim, action, suit, proceeding or governmental investigation against the Grantee that could reasonably be expected to have a material adverse effect upon the Grantee's ability to carry out this grant in accordance with its terms. The Grantee has timely paid all judgments, claims, and federal, state, and local taxes payable by the Grantee the non- payment of which might result in a lien on any of the Grantee's assets or might otherwise adversely affect the Grantee's ability to carry out this grant in accordance with its terms.

10. Conflict of interest: In connection with the project funded by Golden LEAF, no employee, officer, director, volunteer, or agent of the Grantee shall engage in any activity that involves a conflict of interest or that would appear to a reasonable person to involve a conflict of interest. Without limiting the foregoing principle, except as described below, in connection with implementation of the project funded by Golden LEAF, Grantee shall not procure goods or services from any Interested Person or from any individual or entity with which any Interested Person has a financial interest or from any family member of an Interested Person, nor shall Grantee use Golden LEAF grant funds to provide goods, services, or compensation (other than customary and reasonable wages and benefits) to any Interested Person or to any family member of an Interested Person. "Interested Person" includes officers and directors of the Grantee, and employees of the Grantee with authority to procure goods or services for the Grantee related to the project funded by Golden LEAF. For purposes of this section, family members shall include: (1) spouse, (2) ancestor, (3) brother, (4) half-brother, (5) sister, (6) half-sister, (7) child (whether by birth or by adoption), (8) grandchild, (9) great grandchild, or (10) spouse of brother, half-brother, sister, half-sister, child, grandchild, or great grandchild. An Interested Person has a financial interest if the Interested Person has, directly or indirectly, through business, investment, or family: a) an ownership or investment interest in any entity with which the Grantee has a transaction or arrangement; b) a compensation arrangement with the Grantee or with any entity or individual with which the Grantee has a transaction or arrangement; or c) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Grantee is negotiating a transaction or arrangement. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. An Interested Person must inform the Grantee of the Interested Person's financial interest upon becoming aware that the Grantee is considering procuring goods or services from any individual or entity with which any Interested Person has a financial interest. The foregoing notwithstanding, if after exercising due diligence, the governing board or committee of the Grantee determines that the Grantee is not reasonably able to secure a more advantageous transaction or arrangement from an individual or entity with which an Interested Person does not have a financial interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Grantee's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination the Grantee shall make its decision as to whether to enter into the transaction or arrangement and shall keep written records of the meeting at which that decision was made. The Grantee shall inform all Interested Persons of the requirements set forth in this section. If the requirements set forth in this section conflict with any statute or regulation applicable to the Grantee, the statute or regulation shall control. If the Grantee has a conflicts of interest policy or similar policy that provides more stringent restrictions and protections than those in this section, the Grantee may comply with its policy rather than the policy contained herein. The Grantee may request that the President of the Foundation approve a conflict of interest policy that varies from the requirements of this section. This section does not alter the requirement that Grantee may not use the funds from this grant in any way that would result in or give rise to private inurement or impermissible private benefit.

11. Procurement/Disposition: All goods or services acquired using Golden LEAF grant funds must be reasonably necessary to implement the project funded. All procurement transactions involving the use of Golden LEAF grant funds will be conducted to provide, to the extent possible and reasonable, free and open competition among suppliers. The Grantee should use reasonable efforts to procure goods and services from local businesses, small businesses, minority-owned firms, and women's business enterprises. The Grantee will seek competitive offers where possible and reasonable to obtain the best possible quality at the best possible price. Some form of cost or price analysis shall be made and documented in

connection with every individual procurement in excess of $1,000.00. Price analysis may be accomplished in various ways, including the comparison of price quotations or market prices, including discounts. For any single procurement of $100,000.00 or more, Grantee will use a competitive bid process that is designed to attract a reasonable number of responsive bidders. The requirements of the bid process may vary depending on the value of the procurement. When evaluating bids received, the Grantee is not required to take the lowest price if other factors are reasonably important to the Grantee; however, the bases for evaluation and selection should be listed in the procurement documents and there should be an objective method for the decision made by the Grantee. The decision should be documented in writing. If the Grantee is subject to statutory or regulatory procurement requirements, those requirements supersede this section. The Grantee may request that the President of Golden LEAF approve the Grantee's use of a procurement policy that varies from the requirements of this section. If equipment purchased by the Grantee using Golden LEAF funds is no longer needed or used for the project funded, the Grantee may donate the equipment to a North Carolina governmental entity or a North Carolina organization recognized as an organization described under Section 501(c)(3) of the Internal Revenue Code. In making such a donation, the Grantee must comply with statutory or regulatory requirements that apply to the Grantee, must use reasonable efforts to ensure that the equipment is used for purposes consistent with this grant, and must document and retain records evidencing the donation in accordance with the terms and condition of this Agreement.

12. Project and budget modification: The Grantee will immediately notify Golden LEAF of anything that may materially affect the Grantee's ability to perform the project funded. **If the Grantee proposes to modify the budget, the objectives, or any other feature of the project funded, the Grantee shall not encumber or expend any funds from this grant for such purposes unless and until Golden LEAF has approved such proposed modifications in writing.** Moreover, no further payments shall be made to the Grantee in connection with the project funded unless and until Golden LEAF has approved such proposed modifications in writing, which may be a communication sent through Golden LEAF's grants management system to the Grantee.

13. Use of grant funds/rescission and termination of grants: The Grantee accepts and will retain full control of the disposition of funds awarded to the Grantee by Golden LEAF under this grant and accepts and will retain full responsibility for compliance with the terms and conditions of the grant. Grant funds shall be utilized exclusively for the purposes set forth above. If the Grantee breaches any of the covenants or agreements contained in this Agreement, uses grant funds for purposes other than those set out above, or any of the representations and warranties made by the Grantee are untrue as to a material fact, the Grantee agrees to repay to Golden LEAF the full amount of this grant. Any condition, purpose, term or provision in Golden LEAF's resolution approving funding, in this Agreement, or in the budget or other forms approved by Golden LEAF shall take precedence over any conflicting provision in the Grantee's application. Grantee shall not use grant funds for any purpose not included in the Grantee's application for funding unless specifically approved by Golden LEAF. If there is a conflict between the purpose of the grant and use of grant funds described in this Agreement and the Grantee's application for funding, this Agreement will control.

14. The Grantee acknowledges receipt of Golden LEAF's policy regarding termination and rescission of grants, which policy is incorporated in this Agreement by reference and is intended to supplement but not replace or limit the rights and remedies of Golden LEAF set forth elsewhere in this Agreement. The Grantee acknowledges that Golden LEAF may, from time to time, amend its policy regarding termination and rescission of grants, and the Grantee acknowledges that the Grantee will be subject to the policy as amended.

15. Release of Funds: Unless otherwise agreed by Golden LEAF, up to twenty percent (20%) of funds may be released in advance after all conditions on the release of funds are satisfied. Funds may be released in additional advances of up to twenty percent (20%) of the grant amount upon receipt of evidence satisfactory to Golden LEAF that funds previously released have been properly expended and accounted for. Funds may also be released on a reimbursement basis, in which case payments may be made in an amount equal to or up to eighty percent (80%) of the grant amount upon receipt of evidence satisfactory to Golden LEAF that funds have been properly expended and accounted for. Unless otherwise approved by the President of Golden LEAF, a sum equal to twenty percent (20%) of the total amount of the grant will be retained by Golden LEAF until the Grantee completes its obligations under this grant, including submission of a satisfactory final report on the project funded. This final twenty percent (20%) retained by Golden LEAF shall be paid to the Grantee on a reimbursement basis. If the grant is conditional or contingent, all conditions and contingencies must be met before any payment will be made. Each request for payment shall be submitted through Golden LEAF"s online grants management system in accordance with instruction provided by Golden LEAF, unless otherwise directed by Golden LEAF. Payment should not be requested until the Grantee has need for actual expenditures of the funds. The Grantee should request payment at least thirty (30) days prior to its desired payment date.

16. Reporting: The Grantee agrees to submit a progress report to Golden LEAF twice each year, to be received by Golden LEAF six months from the date of award and every six months thereafter unless some other schedule is approved by Golden LEAF. The Grantee agrees to submit a final Progress Report for receipt by Golden LEAF within sixty (60) days after the completion of all obligations for the project funded or the end date, whichever comes first. The Grantee may be required to report results and accomplishments to Golden LEAF for a period beyond the grant term that is reasonably necessary to evaluate the outcomes of the grant. Report forms may be found on Golden LEAF's website, www.goldenleaf.org.The Grantee will submit reports through Golden LEAF's online grants management system following in accordance with instructions provided by Golden LEAF, unless otherwise directed by Golden LEAF. The Grantee will furnish additional or further reports if requested by Golden LEAF on forms and following in accordance with processes prescribed by Golden LEAF.

17. Records: The Grantee agrees to maintain full, accurate and verifiable financial records, supporting documents, and all other pertinent data for the project funded in such a manner so as to identify and document clearly the activities and outcomes of the project funded and the expenditure of Golden LEAF grant funds. Financial records regarding Golden LEAF's grant shall be maintained in such a way that they can be reported separately from monetary contributions, or other revenue sources of the Grantee. The Grantee agrees to retain all financial and programmatic records, supporting documents, and all other pertinent records related to the project funded for a period of five (5) years from the end of the grant term. In the event such records are audited, all project records shall be retained beyond such five-year period until all audit findings have been resolved. The Grantee shall provide to Golden LEAF copies of all financial and other records requested by Golden LEAF and shall make available to Golden LEAF, or Golden LEAF's designated representative, all of the Grantee's records that relate to the grant, and shall allow Golden LEAF or Golden LEAF's representative to audit, examine and copy any data, documents, proceedings, records and notes of activity relating to the grant. Access to these records shall be allowed upon request at any time during normal business hours and as often as Golden LEAF or its representative may deem necessary. The Grantee may be subject to audit by the State Auditor.

18. This Section 18 is applicable if the following blank is marked: _____ Staff Initials & date:_____

    Intellectual property/new developments: In consideration of its receipt of funds granted by Golden LEAF, the Grantee agrees that during the course of the project funded by the grant, the Grantee, and any recipient of grant funds, will promptly disclose to Golden LEAF any improvements, inventions, developments, discoveries, innovations, systems, techniques, ideas, processes, programs, and other things, whether patentable or unpatentable, that result from any work performed by or for the Grantee in connection with the project funded, or by individuals whose work is funded by the grant (the "New Developments"). If the Grantee provides to Golden LEAF a copy of any Invention Disclosure Reports it receives from Grantee employees that report making inventions under this Agreement, then the Grantee will be deemed to have satisfied the disclosure requirement in the preceding sentence.

    The Grantee agrees that it, and any recipient of grant funds, shall take all reasonably appropriate actions to assure that the New Developments shall be and remain the sole and exclusive property of the Grantee. In the event that the interests of the public would be served by commercialization of the New Developments, the Grantee agrees to use its best reasonable efforts to pursue the commercialization of any such New Developments in a manner that will serve the interests of the public, including but not limited to the transfer, assignment or licensing of such New Developments; provided, however, that the Grantee, and any recipient of grant funds, shall not transfer, assign or license such New Developments in part or in whole without first having obtained the written consent of Golden LEAF.

    Any revenue generated as a result of transferring, assigning, or licensing New Developments will be managed by the Grantee in accordance with its published patent, copyright and technology transfer procedures, if any, and in the absence of such procedures such revenue will be managed by the Grantee in accordance with procedures approved by Golden LEAF. Such procedures typically will prioritize the distribution of revenues to insure that the Grantee first honors its obligation to its inventors and then to cover its own out-of-pocket expenses as necessary to protect its intellectual property.

    The Grantee and Golden LEAF further agree that should there be any revenue generated greater than that necessary to meet the obligations of the preceding paragraph ("Net Revenue"), the Net Revenue shall be managed by the Grantee as follows:

    a) 15% of the Net Revenue will be retained by the Grantee as a fee for the management and distribution of funds as required under this Agreement.

b) 30% of the remaining Net Revenue will be paid to Golden LEAF.
c) 70% of the remaining Net Revenue will be retained by the Grantee and used in accordance with the procedures referenced in the preceding paragraph above.

The Grantee's obligations pursuant to this Section will continue beyond the expiration of the funding period.

19. Independent entity: The Grantee acknowledges and agrees that the Grantee is an entity independent from Golden LEAF, is not an agent of Golden LEAF, and is not authorized to bind Golden LEAF to any agreement of payment for goods or services. The Grantee is responsible for payment of all its expenses, including rent, office expenses and all forms of compensation to employees. It shall provide workers compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment compensation, social security, income taxes and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees. All expenses incurred by the Grantee are the sole responsibility of the Grantee, and Golden LEAF shall not be liable for the payment of any obligations incurred in the performance of the project funded.

20. Non-discrimination: The Grantee shall not discriminate by reason of age, race, ethnicity, religion, color, sex, parental status, national origin, genetic information, political affiliation, protected veteran status, or disability, or any other legally protected status, in connection with the activities of a project funded by Golden LEAF.

21. Publicity: All publicity and printed materials regarding projects or activities supported in whole or in part by this grant should contain the following language: **"This project received support from the Golden LEAF Foundation."** The Golden LEAF logo is to be displayed in all of the Grantee's publicity and printed materials relating to this grant. The Golden LEAF Brand and Publicity Guide can be accessed at www.goldenleaf.org/brand-and-publicity-guide/. For assistance with publicity, including review of all press releases, please contact Golden LEAF staff (news@goldenleaf.org).

22. Authority to execute/Necessary Approvals Obtained: The individual signing below certifies their authority to execute this Agreement on behalf of the Grantee and that the Grantee has received any third-party approval that may be required prior to entering this Agreement. By executing this Agreement, the Grantee, to induce Golden LEAF to make this grant, makes each of the representations set forth hereinabove and certifies that each of such representations is true, accurate and complete as of the date hereof.

IN WITNESS WHEREOF, the Grantee has executed this Agreement as of the date below:

Name of Grantee Organization (print): Caldwell County

Signature: _____

Name of Person Signing (print): Ashley Bolick

Title of Person Signing (print): Economic Development Director

Date: _____

www.goldenleaf.org
programs@goldenleaf.org
Phone: 252-442-7474 Fax: 252-442-7404

Submission Certification Form

Project File No.: G-9276
Name of Grantee: Caldwell County
Project Title: Foothills Regional Airport Industrial Park Due Diligence

Certification - Financial worksheets

☐ N/A for this submission

Total project budget	Total project expenditures	GLF budget	GLF Expenditures	Are any GLF expenditures over budget? (Y or N)
$62,000.00	$0.00	$50,000.00	$0.00	

I certify that I have actual knowledge regarding the information contained in the Project Financial Report and of the transactions outlined in the accompanying Golden LEAF Expense tracking sheet, and that

1) The information is true, accurate and complete;
2) All expenditures incurred are for the purposes set forth in the Grantee Acknowledgment and Agreement governing the grant and are consistent with the grant budget;
3) I have the authority to execute this certification on behalf of the Grantee.

Signature (Completer of project financial worksheets)

Ashley Bolick
Name

Economic Development Director
Title

Date signed

Certification - Programmatic sections

☐ N/A for this submission

I certify that in completing this report/request that all the information contained herein and within any supporting or supplemental information provided by me on behalf of the Grantee organization is true, accurate and complete as of the date signed.

Signature (Completer of project programmatic worksheets)

Name

Title

Date signed

Board of Directors Certification [501(c)(3) organizations only]

The board director signing below certifies his or her authority to do so on behalf of the Grantee. By signing this submission, the director certifies on behalf of the Grantee that the information contained herein and other supporting or supplemental information for this report/request, is true, accurate and complete as of the date signed.

Signature

Name of Director/Trustee

Board Title of Director/Trustee

Date signed

Questions about this submission should be directed to:

Name

Title

Telephone E-mail

Total project and Golden LEAF budget and expenditures summary

Budget category	Total project budget	Total Project Expenditures	Golden LEAF Budget	GLF Expenditures	
Due Diligence Support	$50,000.00	$0.00	$50,000.00	$0.00	
Phase II ESA (if required)	$12,000.00	$0.00	$0.00	$0.00	
0	$0.00	$0.00	$0.00	$0.00	
0	$0.00	$0.00	$0.00	$0.00	
0	$0.00	$0.00	$0.00	$0.00	
0	$0.00	$0.00	$0.00	$0.00	
0	$0.00	$0.00	$0.00	$0.00	
0	$0.00	$0.00	$0.00	$0.00	
0	$0.00	$0.00	$0.00	$0.00	
0	$0.00	$0.00	$0.00	$0.00	
0	$0.00	$0.00	$0.00	$0.00	
0	$0.00	$0.00	$0.00	$0.00	
0	$0.00	$0.00	$0.00	$0.00	
0	$0.00	$0.00	$0.00	$0.00	
0	$0.00	$0.00	$0.00	$0.00	
0	$0.00	$0.00	$0.00	$0.00	
0	$0.00	$0.00	$0.00	$0.00	
0	$0.00	$0.00	$0.00	$0.00	
0	$0.00	$0.00	$0.00	$0.00	
0	$0.00	$0.00	$0.00	$0.00	
0	$0.00	$0.00	$0.00	$0.00	
	$62,000.00	**$0.00**	**$50,000.00**	**$0.00**	

301 North Winstead Avenue, Rocky Mount, NC 27804
Phone: 252-442-7474 Toll Free: 888-684-8404
www.goldenleaf.org

Project Budget

		Project funding source(s) and budget(s)					
Budget category	**Total project budget**	**Golden LEAF**	**Caldwell County**	**Name of funding source 3**	**Name of funding source 4**	**Name of funding source 5**	**Name of funding source 6**
Due Diligence Support	$50,000.00	$50,000.00					
Phase II ESA (if required)	$12,000.00		$12,000.00				
	$62,000.00	**$50,000.00**	**$12,000.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**

Funding proposals pending with:	Amount requested	Disposition date

In-kind contributor	In-kind $ value	In-kind description

Request for Project Modification

****NOTE: Some modifications require approval of the Golden LEAF Board of Directors.****

Date:		**File/Ref. no.:**	G-9276
Grantee:	Caldwell County		
Project title:	Foothills Regional Airport Industrial Park Due Diligence		
GRANTEE CONTACT			
Name:		**Title:**	
Phone:		**E-mail:**	

Mark the request type(s) with an "X" and complete the corresponding section(s) as appropriate.

☐ **EXTENSION REQUEST** – To extend the grant term

Grantee requests to extend the term of grant G-9276 through _____

Write explanation/justification for the extension below (or attach):

☐ **PROJECT MODIFICATION REQUEST** – To deviate from the GLF-approved purpose, conditions or outcomes of the grant

Grantee requests the following change(s) to grant G-9276 :

Write details below (or attach – please be specific):

_____ _____

Signature (Authorized person from Grantee organization) Title

_____ _____

Printed name Date

Payment Request

Date: _____

Project file number: G-9276

Grantee name: Caldwell County

Project title: Foothills Regional Airport Industrial Park Due Diligence

To: President, Golden LEAF

Caldwell County requests a payment in the amount of $ _____.

In making this request, I certify that Caldwell County:

* Needs the sum requested at this time to carry out the project identified above;
* Has performed in accordance with the terms and provisions of the Grantee Acknowledgment and Agreement; and, therefore,
* Is eligible under the terms of the Agreement to receive the amount requested.

I certify that the information contained in financial information submitted in support of this Payment Request, is true, accurate and complete as of the date of its submission.

I further certify that I have the authority to make this request.

_____
Authorized Signature

_____
Printed name

_____
Title

_____
Date

If banking information or payee contact has changed, please complete a new Grantee ACH Deposit Authorization Form and mail or fax as instructed on the Form.

If there has been no change in bank or payee contact information, enter "X" here: ☐

Project File Number: G-9276

Name of Grantee: Caldwell County

				GOLDEN LEAF BUDGET (Record only those EXPENSES within approved line items toward which Golden LEAF grant dollars will be applied.)			Grantee payments to vendors			
				Due Diligence Support	Phase II ESA (if required)	TOTAL				
Invoice date	Invoice No.	Invoice amount	Vendor name	$50,000.00	$0.00	$50,000.00	Check # / Payment method	Payment date	Payment amount	Description of expense/Other comments
						$0.00				
						$0.00				
						$0.00				
						$0.00				
						$0.00				
						$0.00				
						$0.00				
						$0.00				
						$0.00				
						$0.00				
						$0.00				
						$0.00				
						$0.00				
						$0.00				
						$0.00				
						$0.00				
						$0.00				
						$0.00				
						$0.00				
						$0.00				
						$0.00				
						$0.00				
						$0.00				
						$0.00				
						$0.00				
			TOTAL EXPENDITURES	$0.00	$0.00	$0.00				
			BALANCE REMAINING	$50,000.00	$0.00	$50,000.00				

Budget Narrative Guidelines

The budget for this project is not complete without an accompanying budget narrative. The budget narrative should:

- ✓ Correspond with the dollar amounts and information on the budget form;
- ✓ Show how the amounts were derived and how the line item relates to project outcomes;
- ✓ Provide a brief description for each item that acurately characterizes how funds are to be used--whether to be funded by Golden LEAF or not -- please contact Golden LEAF staff for guidance on Golden LEAF-allowed expenses;
- ✓ Organize the information so that it is easy to follow and understand; and,
- ✓ Be mathematically correct.

Double-click in the box below to enter the description for each budget category.

Caldwell County Economic Development is proposing to use $50,000 in Golden Leaf funding to complete due diligence activities on approximately 1,000 acres at Foothills Regional Airport Industrial Park.

Priority activities will include the completion of a Geotechnical Report on the West Campus section of the park. This area, shown on the conceptual plan, is located in Burke County and is nearest to existing road access and water/sewer infrastructure. The West Campus has been prioritized by both counties for initial industrial development. The Geotechnical Report for this section of the property has been estimated at $20,000 and is essential when marketing the site to potential clients.

Additionally, CCED plans to complete a Phase I Environmental Assessment Report for the entire property outside of the airport boundary and, contingent on the results, a Phase II Environmental Assessment. The Phase I ESA is estimated to cost $15,000 and the Phase II ESA is estimated to cost $27,000. Should a Phase II ESA be necessary, Caldwell County would cover the additional $12,000 not covered by Golden Leaf funding.

If a Phase II ESA is not required and additional funding remains available, CCED intends to complete the following due diligence activities: Preliminary Wetland and Stream Determination ($4,000), Threatened and Endangered Species Report ($4,000), Initial Historical, Archaeological, and Cultural Resource Review ($5,000), and Title Opinion ($2,000).

If awarded, CCED will advertise for firms to complete the Geotechnical Report and Phase I ESA beginning in Summer 2024 with firm selection by October 2024. The Phase I Assessment would anticipate completion by December 2024. Additional due diligence activities would then be prioritized. All project work would anticipate completion no later than March 2025.

Golden LEAF FOUNDATION

Project File Number: G-9276

Name of Grantee: Caldwell County

NOTE: If you anticipate "Golden LEAF Expenditures" for any line item will exceed the approved "Golden LEAF Budget," submit a budget revision request for approval PRIOR to spending Golden LEAF funds.

Budget category	Total Project Budget	Total Expenditures	Golden LEAF			Caldwell County		Name of funding source 3		Name of funding source 4		Name of funding source 5		Name of funding source 6	
			Budget	Expenditures	Balance Remaining	Budget	Expenditures	Budget	Expenditures	Budget	Expenditures	Budget	Expenditures	Budget	Expenditures
Due Diligence Support	$50,000.00	$0.00	$50,000.00	$0.00	$50,000.00	$0.00		$0.00		$0.00		$0.00		$0.00	
Phase II ESA (if required)	$12,000.00	$0.00	$0.00	$0.00	$0.00	$12,000.00		$0.00		$0.00		$0.00		$0.00	
0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00		$0.00		$0.00		$0.00	
0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00		$0.00		$0.00		$0.00	
0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00		$0.00		$0.00		$0.00	
0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00		$0.00		$0.00		$0.00	
0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00		$0.00		$0.00		$0.00	
0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00		$0.00		$0.00		$0.00	
0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00		$0.00		$0.00		$0.00	
0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00		$0.00		$0.00		$0.00	
0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00		$0.00		$0.00		$0.00	
0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00		$0.00		$0.00		$0.00	
0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00		$0.00		$0.00		$0.00	
0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00		$0.00		$0.00		$0.00	
0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00		$0.00		$0.00		$0.00	
0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00		$0.00		$0.00		$0.00	
0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00		$0.00		$0.00		$0.00	
0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00		$0.00		$0.00		$0.00	
0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00		$0.00		$0.00		$0.00	
0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00		$0.00		$0.00		$0.00	
TOTAL	$62,000.00	$0.00	$50,000.00	$0.00	$50,000.00	$12,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

Budget Modification Request

		Revision Request									
Budget category	Current total project budget	Current Golden LEAF (GLF) budget	GLF budget category increase	GLF budget category decrease	Revised GLF budget*	Caldwell County	Name of funding source 3	Name of funding source 4	Name of funding source 5	Name of funding source 6	Total revised project budget
Due Diligence Support	$50,000.00	$50,000.00			$50,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$50,000.00
Phase II ESA (if required)	$12,000.00	$0.00			$0.00	$12,000.00	$0.00	$0.00	$0.00	$0.00	$12,000.00
0	$0.00	$0.00			$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0	$0.00	$0.00			$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0	$0.00	$0.00			$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0	$0.00	$0.00			$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0	$0.00	$0.00			$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0	$0.00	$0.00			$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0	$0.00	$0.00			$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0	$0.00	$0.00			$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0	$0.00	$0.00			$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0	$0.00	$0.00			$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0	$0.00	$0.00			$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0	$0.00	$0.00			$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0	$0.00	$0.00			$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0	$0.00	$0.00			$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0	$0.00	$0.00			$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0	$0.00	$0.00			$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0	$0.00	$0.00			$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
					$0.00						$0.00
					$0.00						$0.00
					$0.00						$0.00
*If GLF budget request approved by GLF	$62,000.00	$50,000.00	$0.00	$0.00	$50,000.00	$12,000.00	$0.00	$0.00	$0.00	$0.00	$62,000.00

EXPLANATION/JUSTIFICATION OF REQUEST:

GOLDEN LEAF APPROVAL:

Project File Number: G-9276
Name of Grantee: Caldwell County
Project Title: Foothills Regional Airport Industrial Park Due Diligenc
Form completed by:

Signature:
Title:
Phone:
E-mail:
Date:

% of GLF budget	% of total budget
0.0%	0.0%

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
July 8, 2024	Administration	

AGENDA ITEM # 12

Lease Agreement for Industrial Property

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. LEASE AGREEMENT 2304

PROPOSED LEASE AGREEMENT – 2304 ICENHOUR COURT

TERMS AND CONDITIONS - DISCUSSED

10 YEAR TERM OPTION–5 YEAR RENEWAL

LEASE EFFECTIVE PERIOD - AUGUST 1, 2024 – JULY 31, 2029

- 5 MONTHS @ $5000.00 PER MONTH - TERM OF AUGUST 1-DEC. 31 2024
- PAYMENT FOR INITIAL FIVE MONTH TERM TO BE PAID UPON EXECUTION OF LEASE
- $6000 MONTHLY THEREAFTER IN ADVANCE ON 1ST DAY OF EACH MONTH
- $6000 SECURITY DEPOSIT TO BE HELD IN ESCROW AND DUE UPON EXECUTION OF LEASE
- TENANT TO OCCUPY ALL OF MAIN BUILDING AS OF AUGUST 1ST 2024. TENANT WILL ALSO HAVE ACCESS TO OPEN GARAGE AREAS
- TENANT AGREES TO ALLOW OWNER USAGE OF WAREHOUSE BUILDING AND ACCESS TO MAINTAIN WAREHOUSE FOR SHIPPING AND STORAGE PURPOSES UNTIL DECEMBER 31, 2024.
- TENANT AND OWNER WILL ARRANGE A MUTUAL AGREEABLE METHOD OF COMMUNICATION AS TO WHEN WAREHOUSE WILL BE ACCESSED AND REMAINING ITEMS WILL BE REMOVED FROM FACILITIES.

YEAR 1 -5 OUT PENALTY 50% OF REMAINING LEASE

5 YEAR OPTION RENEWAL - NOTIFICATION REQUIRED WITHIN MONTH 54

10% ESCALATOR CLAUSE UPON RENEWAL EFFECTIVE MONTH 61

YEAR 6 -10 OUT PENALTY 50% OF REMAINING LEASE

LEASEE TO PROVIDE ENTITY NAME AND REQUIRED TO PLACE ALL UTILITIES IN ENTITY NAME

LEASOR WILL GIVE LEASEE FIRST OPTION PRIOR TO ANY SELL OF THIS LEASED PROPERTY DURING THE ACTIVE LEASE PERIOD

LEASOR FURTHER AGREES LEASEE WILL BE CREDITED AN AMOUNT OF 10% OF TOTAL LEASE AMOUNT OF PREVIOUS MOST RECENT FIVE (5) YEAR PERIOD TOWARDS ANY PURCHASE OF LEASED PROPERTY.

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
July 8, 2024	Health	

AGENDA ITEM # 13

Appointment of Reuben Chandler and Karen Cannon to Board of Health

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
July 8, 2024	Administration	

AGENDA ITEM # 14

Reappointment of Wayne Rash to Board of Health

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
July 8, 2024	Administration	

AGENDA ITEM # 15

Appointment of Sherri Kincaid to the Regional Aging Advisory Committee

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
July 8, 2024	Administration	

AGENDA ITEM # 16

Appointment of NCACC Voting Delegate

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Caldwell County
North Carolina
Board of Commissioners Meeting

June 10, 2024 at 6:00 PM
City-County Chambers
905 West Avenue NW, Lenoir

MINUTES

Attendance:
Randy Church, Chairman
Mike LaBrose, Vice Chairman
Jeff Branch, Commissioner
Donnie Potter, Commissioner
Robbie Wilkie, Commissioner
Donald Duncan, County Manager
Abby Rich, County Clerk

Absent: David Lackey, County Attorney

Call to Order
Chairman Church called the June 10, 2024, Board of Commissioners Meeting to order at 6:06 PM.

Public Comment Period
At 6:01 PM Chairman Church began the public comment period. There was one individual signed up for public comment. Mr. Bryant Lindsey came to the podium to speak about the Overmountain Victory Trail. Mr. Lindsey provided a brief background about how the Overmountain Victory Trail was developed. He further stated that about 2.2 million dollars was put into the trail and our legislators helped to secure this funding. Mr. Lindsey continued by stating that one of the main parts of the trail comes through Caldwell County. Mr. Lindsey then spoke about America 250 NC. He told the Board that he wants the County to become a part of America 250 NC, and he would like for the County to pass a resolution creating a County committee to help get funds for the community and the trail. Mr. Lindsey said he feels the Overmountain Victory Trail and the County are on the same track. Mr. Lindsey concluded by saying he hopes the County is thinking about celebrating the 250th anniversary on July 4th, 2026, and celebrating the victory of Kings Mountain. Mr. Lindsey thanked the Board for their time.

Invocation
Pastor Christopher Bass with Philadelphia Lutheran Church provided the invocation for those in attendance.

Pledge of Allegiance
Commissioner Jeff Branch led the Pledge of Allegiance for those in attendance.

Agenda Amendments from the Board, Manager & Public
The County Manager informed the Board of two amendments to the agenda. These were Item 24, a budget amendment for IT for a security system in the Health and Human Services Building, Item 25, a contribution to Tuttle State Forest from the Soil and Water Department, and Item 26, the approval of a fireworks application for the Town of Rhodhiss.

Vice Chairman LaBrose made the motion to adopt the agenda as the County Manager had presented.
The motion carried unanimously.

Agenda Items

1. Call for Public Hearing for Naming of Unnamed Road- Gringer Lane
GIS Administrator, Micah Kelly, came to the podium to request a public hearing to be held for the naming of a road, Gringer Lane. Commissioner Potter asked if there were any roads in the County with this name. Mr. Kelly provided there were not.

Commissioner Branch made the motion for a public hearing to be held July 8th, 2024.
The motion carried unanimously.

2. 2024-2025 Fiscal Year Budget
Chairman Church indicated there were no individuals signed up for the public hearing regarding the 2024-2025 Fiscal Year Budget. The Chairman asked if there were any individuals that wanted to speak on the subject, but no one indicated they wanted to. Commissioner Wilkie made the motion to open the public hearing. The County Manager began going through the 2024-2025 budget presentation. Highlights of the budget included the property tax rate remaining at $0.63, tax base growth, continuance of Merit I and Merit II for employees, expanded services for Veterans' Services, additional EMS staff, and continuance of the Community Grant Pool.

The County Manager continued his presentation by providing a breakdown of the budget. The proposed budget has $28,110,897 allocated for Public Safety, $26,099,636 allocated for Human Services, $18,893,317 allocated for Education, $13,973,925 allocated for General Government, $9,140,257 allocated for Economic/Physical Development, and $5,456,313 allocated for other expenses. The total requested budget is $101,674,345.

Steven Watson of Kings Creek Fire Department, Chris Barlowe of Valmead Fire Department, and Greg Wilson of Sawmills Fire Department all spoke to the Board to explain why their departments are requesting increases.

Commissioner Potter made a motion to close the public hearing.
The motion carried unanimously.

3. 2024-2025 Fiscal Year Budget Ordinance
Commissioner Branch indicated that he would like to make a motion to approve the fire departments' budget, but not the fiscal year budget. Commissioner Branch was advised that this was not a motion that could be made.

Chairman Church made the motion to adopt the 2024-2025 Budget Ordinance.
The motion carried by a vote of 4 to 1 with Commissioner Branch voting in opposition.

4. Adopt 2024-2025 Fee Schedule

Chairman Church made the motion to adopt the Resolution for the 2024-2025 Schedule of Fees.
The motion carried unanimously.

5. Ambulance Franchise Agreement with Miller Transport

EMS Chief Jonathan Cook came to the Board to report that North State Medical Transport will no longer be operating with Caldwell UNC Hospital at the end of this month. With their exit, Miller Ambulance Services is requesting a franchise agreement with the County. Mr. Gary Miller, owner of the company, came to the podium to provide a background of Miller Ambulance Services. Dr. Lowry, CEO of Caldwell UNC Hospital and Dr. Snyder, Caldwell County Medical Director, were both in attendance as well.

Chairman Church declared the public hearing open and with there being no individuals signed up to speak, the public hearing was declared closed.
Commissioner Potter made the motion to approve the amended franchise ordinance.
The motion carried unanimously.

The County Manager provided a point of order to correct the motion to approve the franchise agreement with Miller Ambulance Services.

6. Ordinance Amendment- Emergency Medical Services Ordinance

The County Manager told the Board the County found a need to adjust the insurance premiums previously adopted under the new ordinance.
Commissioner Potter made the motion to adopt the amendment.
The motion carried unanimously.

7. Acceptance of Bid Offer for Patrol Vehicles

Captain Steve Rich of the Caldwell County Sheriff's Office came to the podium to provide a background on the purpose of this bid for patrol vehicles.
Commissioner Wilkie made the motion to accept the bid offer for three patrol vehicles.
The motion carried unanimously.

8. Lease Agreement for Hibriten Mountain Tower

Vice Chairman LaBrose made the motion to approve the agreement.
The motion carried unanimously.

9. Ordinance Amendment- Racetracks and Dragstrips

There was a request by Tri County Speedway to review the Racetracks and Dragstrips Ordinance to allow for test and tune events. The Ordinance amendment will expire November of 2024 unless the Board decides to renew it.

Commissioner Wilkie provided comments about the Racetrack and the noise emitted.

Crate Payne with Tri-County Speedway came to the podium and provided comments in response to Commissioner Wilkie's concerns.

Commissioner Branch made the motion to adopt the amended ordinance.
The motion was carried by a vote of 4 to 1 with Commissioner Wilkie in opposition.

Consent

10. Hibriten Mtn. Communication Tower Lease Payment

The County will pay back $15,525.00 in lease payments owed for the Hibriten Communication Tower.

11. Approval of Capital Expenditure for Stretchers

This is a capital expenditure to be paid for with grant funding. This will not come out of the County's budget; it needs a vote as it is above the capital threshold.

12. Approval of Grant Application Submission for 2024 Cops Hiring Grant

The Caldwell County Sheriff's Office is requesting to submit a grant application for the 2024 Cops Hiring Grant.

13. Approval of Grant Application for Gary Sinise Foundation Grant

The Caldwell County Sheriff's Office is requesting to submit a grant application for the Gary Sinise Foundation Grant.

14. Approval of Grant Application Submission for the 2024 Patrick Leahy Vest Partnership

The Caldwell County Sheriff's Office is requesting to submit a grant application for the 2024 Patrick Leahy Vest Partnership. The County would receive a 50% reimbursement on vests.

15. Approval of Grant Application Submission for Black Rifle Coffee Company Funding

The Caldwell County Sheriff's Office is requesting to submit a grant application for the Black Rifle Coffee Company Funding.

16. Approval of Grant Application Submission for AKC Reunite Adopt a K9 Cop Grant

The Caldwell County Sheriff's Office is requesting to submit a grant application for the AKC Reunite Adopt a K9 Cop Grant.

17. HCCBG Funding 2024

The approval of the 2024 HCCBG funding is requested. This amount is $13,000 less than last fiscal year.

18. Approval of JCPC 2024-2025 Funding Plan

The approval of the 2024-2025 JCPC Funding Plan is requested.

19. Memorandum of Agreement for Cooperative Extension

The agreement provides for the County to match the funds provided by the State for Cooperative Extension.

20. Economic Development Advisory Committee Reappointments

Economic Development is requesting for Bonnie Caudle, Daniel Cobb, Jonathan Greer, Rick Coffey, and Max Dyer to be reappointed to the EDAC for a three year term.

21. Approval of Fireworks Application for Tri-County Speedway

Tri-County Speedway is requesting to host a fireworks display on July 6, 2024.

22. Approval of Minutes from May 13, 2024 Meeting
The approval of the May 13, 2024 meeting minutes is requested.

23. Approval of Minutes from May 14, 2024 Meeting
The approval of the May 14, 2024 meeting minutes is requested.

24. IT Security System for HHS
The old system is broken and cannot be repaired and a new system needs to be purchased. The cost of the system is $102,375.

25. Donation to Tuttle State Forest
The Soil and Water Department is requesting to donate $2,000 to Tuttle State Forest.

26. Approval of Fireworks Application for the Town of Rhodhiss
The Town of Rhodhiss is requesting to hold a fireworks show on July 6, 2024.

Vice Chairman LaBrose made the motion to adopt the consent agenda.
The motion carried unanimously.

Closed Session Pursuant to § 143-318.11 (a)(4)

At 8:28 PM Chairman Church made the motion to enter into closed session pursuant to § 143-318.11 (a) (4) to discuss a matter related to Economic Development with the County Attorney, County Manager, Deputy County Manager, County Clerk, Chief Financial Officer, Economic Development Director, Economic Development Staff and any other personnel that may attend.

The motion carried unanimously.

Adjourn

Commissioner Wilkie made the motion to adjourn at 9:16 PM.
The motion carried unanimously.



CALDWELL COUNTY, NORTH CAROLINA
BUDGET ORDINANCE
FISCAL YEAR 2024-2025

2024-2025 BUDGET ORDINANCE

Be it resolved by the Board of Commissioners of Caldwell County, North Carolina

Section 1: The following amounts are hereby appropriated for the operation of Caldwell County Government and its activities for the fiscal year beginning July 1, 2024 and ending June 30, 2025, according to the following summary and schedules:

Summary	2024-2025 Adopted Budget
General Fund	101,674,345
E911 Fund	232,501
Deed of Trust Fund	650,000
Sales Tax Reinvestment	2,350,000
Opioid Fund	598,927
DSS Trust Fund	250,000
Fines and Forfeitures Fund	350,000
Water Fund	4,723,863
Schools Sales Tax Capital Fund	6,300,000
Fire District Funds	6,809,500
Rescue Readiness Fund	2,000
Total	**$ 123,941,136**

Section 2: The following amounts are hereby appropriated in the General Fund for the operation of the county government and its activities for the fiscal year beginning July 1, 2024 and ending June 30, 2025

GENERAL FUND EXPENDITURES	APPROPRIATIONS
PUBLIC SAFETY	28,110,897
HUMAN SERVICES	26,099,636
EDUCATION	18,893,317
GENERAL GOVERNMENT	13,973,925
ECONOMIC AND PHYSICAL DEVELOPMENT	9,140,257
CULTURAL AND RECREATIONAL	1,861,289
DEBT SERVICE	3,595,024
TOTAL GENERAL FUND	**$ 101,674,345**

Section 3: It is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2024 and ending June 30, 2025:

Property Tax	
Ad Valorem Tax - .63 per $100 valuation	$ 47,788,020
Less Discount	(725,000)
Penalties and Interest	500,000
Prior Year's Taxes	1,325,000
Net Ad Valorem and Reimbursement	**$ 48,888,020**
Other Revenue	
Local Option Sales Tax	$ 11,105,000
Vehicle Taxes Collected by the state	5,330,000
Other General Revenues	4,031,872
Fund Balance Appropriation	6,224,032
Transfers In from other Funds	670,000
Installment Purchase Financing Issued for Capital Outaly	1,608,247
Departmental Revenues	23,817,174
Total Other Revenues	**$ 52,786,325**
Total Revenue	**$ 101,674,345**

Section 4: There is hereby levied a tax at the rate of **63** cents per one hundred dollars ($100) valuation of property as listed for taxes as of January 1, 2024 for the purpose of raising the revenues listed as "Ad Valorem Tax" in the General Fund in Section 3 of this Ordinance.

The rate is based on the **total valuation** of property tax for the purpose of taxation of **$7,820,000,000** and an estimated collection rate of 97% for property.

The discount rate for July 1, 2024 through June 30, 2025 will be 2% in July and 1% in August.

Section 5: The following amounts are hereby appropriated in the E911 Fund for the fiscal year beginning July 1, 2024 and ending June 30, 2025:

E911 Revenues	$	232,501
E911 Fund Expenditures	$	232,501

Section 6: The following amounts are hereby appropriated in the Sales Tax Reinvestment Fund for the fiscal year beginning July 1, 2024 .and ending June 30, 2025:

Revenues:		
Economic Development	$	2,000,000
Interfund Transfer Out	$	350,000
Subtotal	$	2,350,000
Expenses:		
Intergovernmental Revenues	$	600,000
Fund Balance Appropriated	$	1,750,000
Subtotal	$	2,350,000

Section 7: The following amounts are hereby appropriated in the Water Fund for the fiscal year beginning July 1, 2024 and ending June 30, 2025:

Revenues	$	4,146,675
Fund Balance Appropriation	$	577,188
Subtotal	$	4,723,863
Expenses	$	4,723,863

Section 8: The following amounts are hereby appropriated in the Deed of Trust Fund for the fiscal year beginning July 1, 2024 and ending June 30, 2025:

Revenues	$	650,000
Expenses	$	650,000

Section 9: The following amounts are hereby appropriated in the DSS Trust Fund for the fiscal year beginning July 1, 2024 and ending June 30, 2025:

Revenues	$	250,000
Expenses	$	250,000

Section 10: The following amounts are hereby appropriated in the Fines and Forfeitures Fund for the fiscal year beginning July 1, 2024 and ending June 30, 2025:

Revenues	$	350,000
Expenses	$	350,000

Section 11: It is estimated that the following revenues will be avaialble in the Rescue Readiness Fund for the fiscal year beginning July 1, 2024 and ending June 30, 2025

Prior Year's tax collections	$	2,000
Expenses	$	2,000

Section 12: The following amounts are hereby appropriated in the Opioid Fund for the fiscal year beginning July 1, 2024 and ending June 30, 2025

Revenues	$	598,927
Expenses	$	598,927

Section 13: The County shall continue to account for the sales tax receipts designated for the school system in a capital project fund. Sales Tax revenues that are required by state law to be used for public school capital shall be deposited into this fund. Debt Service on borrowings for school construction shall be paid from this fund. Each month an amount equal to the sales tax revenues actually received that month less one twelfth of the annual debt service shall be paid to the school system. The budget for this fund shall be as follows:

Revenues		
Sales Tax	$	5,600,000
Interfund Transfer in from Capital Project Fund (524)		700,000
Subtotal	$	**6,300,000**
Expenditures		
Debt Service Payments	$	2,596,000
Capital Funds paid to School System		3,704,000
Subtotal	$	**6,300,000**

Section 14: It is estimated that the following revenues will be available in the Volunteer Fire Department Funds for the fiscal year beginning July 1, 2024 and ending June 30, 2025:

Department	Fire Tax Rate *	Rescue Tax Rate *	Amount
Gamewell	10.00	3.00	725,000
North Catawba	13.80	4.00	1,285,000
Patterson	11.70	1.25	360,000
Valmead	10.00	5.00	230,000
Little River	9.30	4.00	385,000
Sawmills	12.50	3.85	765,000
Grace Chapel	9.00	-	755,000
Collettsville	13.00	0.85	420,000
Yadkin Valley	7.00	5.00	145,000
Kings Creek	8.50	5.00	379,000
Bethlehem	4.30	1.00	18,500
Hudson	14.00	1.00	916,000
Blowing Rock	5.00	5.75	261,000
Granite Falls	14.15	0.85	165,000
Totals			$ 6,809,500

** Tax Rate shown in cents per one hundred dollars ($100) of tax value*

Section 15: The County Manager is hereby authorized to implement the following programs:

a. The County Manager shall continue to have the annual discretion to implement individual salary and pay plan adjustments that reflect the current job market rate as well as internal equity so long as such actions are consistent with an overall pay plan that ensures adequate recruitment and retention of employees. In the event the County Manager needs to make a pay adjustment that is not consistent with the overall pay plan such adjustments shall not be made final until the board of commissioners are informed. The County Manager shall have the authority to impelement the merit pay plan as presented to the board during the budget presentation. The County Manager and or Chief Financial Officer shall have the authority to move funds from the merit pay pool line item to the appropriate department line items in order to fund merit pay increases.

b. Travel reimbursement will be set at **IRS rate** for the period effective July 1, 2024 and ending June 30, 2025.

c. The County Manager may adjust rates for services provided by departments when such adjustments will comply with formal Medicare and or Medicaid reimbursements rates for counties. Such adjustments must be formally presented to the Commissioners by way of memorandum.

d. The County Manager shall be permitted to transfer existing funds within departments. The authority shall be granted based on the conditions stated below:

- The transfer shall not result in the creation or funding of additional staff positions without prior approval by the Board of Commissioners.
- The transfer shall not obligate additional local, state or federal funds not previously approved by the Board of Commissioners in budget amendment form.
- The transfer shall not result in the initiation of a new program or policy not previously approved by the Board of Commissioners.
- Capital Asset purchases must be approved by the Board of Commissioners.
- Non Capitalized asset purchases may be administratively approved under the restraints identified in this section
- The County Manager may transfer contingency funds for use in any area of the general fund up to the total amount budgeted for contingency but this authority is limited by the constraints listed above. The Board of Commissioners must be notified at the next regular board meeting and it shall be recorded in the minutes.

e. The County Manager, or designee, is hereby authorized to execute contractual documents under the following conditions:

- He may execute contracts for construction, repair projects or design services requiring the estimated expenditure of less than $50,000.
- He may execute contracts for: (1) purchases of apparatus, supplies and materials, or equipment which are within budgeted appropriations, (2) leases of personal property for a duration of one year or less and within budgeted appropriations, and (3) services which are within budgeted appropriations
- He may execute grant agreements to or from public and non-profit organizations, which are within budgeted appropriations, unless a grantor requires execution by the Board of Commissioners.
- He may execute contracts, as the lessor or lessee of real property, which are of one-year duration or less, if funds therefore are within budgeted appropriations.

f. Department Heads shall have authority to adjust line items in their departments subject to approval by the County Manager and or the Chief Financial Officer

g. The county's per diem rate for travel shall be as follows:

In State Travel:		
Breakfast	$	13
Lunch	$	15
Dinner	$	26

All county employees who travel for county business shall be subject to the per diem. Department Heads will have the option of paying employees the per diem rate or making them turn in receipts for meals. If they turn in receipts the meal must not exceed the amount of the per diem. This remains in effect regardless of how the meal is paid for (i.e. county credit card). There may be certain instances when it is appropriate to exceed the per diem rate but this requires prior approval by the County Manager and or Chief Financial Officer.

Section 16: The County's capitalization threshold shall be continued at $5,000. The threshold for tracking of "non capital" equipment shall be set at $1,500.

Section 17: All purchasing should be coordinated through the purchasing agent in the finance department. The threshold for a purchase requiring a purchase order to be issued shall be established at $1,000

Section 18: Copies of this Budget Ordinance shall be furnished to the Clerk of the Board of Commissioners and to the County Manager and Chief Financial Officer to be kept on file by them for their direction in the disbursement of funds.

Adopted this 10th day of June 2024.

Randy Church, Chairman
Caldwell County Board of Commissioners

Abby Rich
Clerk to the Board

RESOLUTION

08-2024

ADOPTION OF FEE SCHEDULE
FOR THE 2024/2025 FISCAL YEAR
BY THE CALDWELL COUNTY BOARD OF COMMISSIONERS

WHEREAS, the Caldwell County Board of Commissioners understand the necessity to review Caldwell County's schedule of fees and modify these fees based on the cost of labor, materials, and other factors that may contribute to the fluctuation of fees; and

WHEREAS, this fee schedule was drafted using input and recommendations from various departmental personnel; and

WHEREAS, the fee schedule presented for the 2024/2025 Fiscal Year shall become effective as of July 1, 2024; and

WHEREAS, these fees may be amended by resolution at any time if such a need were to occur over the 2024/2025 Fiscal Year; and

NOW THEREFORE BE IT RESOLVED THAT the Caldwell County Board of Commissioners adopts this schedule of fees for the 2024/2025 Fiscal Year to be effective as of July 1, 2024.

Adopted this 10 day of June 2024.

Randy T. Church, Chairman

Attest:

Abigail Rich, County Clerk