Caldwell County
North Carolina
Board of Commissioners Meeting

December 2, 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 ***Pastor Ann Gilbart, Colliers United Methodist Church***

Pledge of Allegiance ***Commissioner, Jeff Branch***

Agenda Amendments from the Board, Manager & Public

Agenda Items

1.	Recognition	Swearing in of Elected Officials
2.	Items for Decision	Organizational Meeting
3.	Items for Decision	Adoption of 2025 Meeting Calendar
4.	Recognition *Jimmy Harrison*	Moving Mountains Award- WCHS JROTC
5.	Presentation *Curt Willis*	Minimum Housing and Code Enforcement Abatement
6.	Budget Revisions	Pump Stations Project Ordinance
7.	Resolution	Conveyance of Surplus Property to Patterson Fire Department

Consent

8.	Items for Decision	Acknowledgment of Reviewal of Bonds
9.	Items for Decision	ARC Grant Contract with WPCOG for Evergreene Industrial Park
10.	Budget Revisions	911 Grant for Communications Center and Project Ordinance

11.	Budget Revisions	Duke Energy Foundation Grant for Rescue Equipment
12.	Resolution	Supporting Blue Ridge Parkway Repairs
13.	Budget Revisions	Sheriff's Office- Purchase of Robot
14.	Items for Decision	Sheriff's Office- Acceptance of Gary Sinise Foundation Grant
15.	Items for Decision	Sheriff's Office- Approval of Submission for National Police Dog Grant
16.	Items for Decision	Sheriff's Office- Acceptance of Lenco Bearcat Award
17.	Items for Decision	Sheriff's Office- Acceptance of North Carolina Community Foundation Grant
18.	Budget Revisions	Replacement of Patrol Car
19.	Budget Revisions	Facilitites Services- Snow Plow Attachment Purchase
20.	Budget Revisions	Health Department- Agreement Addendum for 701 CF Case Reporting
21.	Budget Revisions	Hurricane Helene Documentation Coordinator
22.	Budget Revisions	Training Module for Cajah's Mountain EMS Base
23.	Items for Decision	Appointment of Ashley Young as a Plat Review Officer
24.	Items for Decision	Appointment of Judge Andrea Plyler to JCPC
25.	Items for Decision	Approval of Minutes from November 12, 2024, Meeting

Adjourn

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
December 2, 2024	Administration	

AGENDA ITEM # 1

Swearing in of Elected Officials

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
December 2, 2024	Administration	

AGENDA ITEM # 2

Organizational Meeting

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
December 2, 2024	Administration	

AGENDA ITEM # 3

Adoption of 2025 Meeting Calendar

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. BOC Meeting Calendar 2025

Calendar Year 2025

Caldwell County Commissioner Meeting Schedule

City-County Chambers
905 West Ave. NW
Lenoir, NC

Date	Day	Time	Meeting
January 13, 2025	Monday	6:00 p.m.	Regular
February 10, 2025	Monday	6:00 p.m.	Regular
March 10, 2025	Monday	6:00 p.m.	Regular
April 14, 2025	Monday	6:00 p.m.	Regular
May 12, 2025	Monday	6:00 p.m.	Regular
June 9, 2025	Monday	6:00 p.m.	Regular
Ju1y 14, 2025	Monday	6:00 p.m.	Regular
August 11, 2025	Monday	6:00 p.m.	Regular
September 8, 2025	Monday	6:00 p.m.	Regular
October 13, 2025	Monday	6:00 p.m.	Regular
November 10, 2025	Monday	6:00 p.m.	Regular
December 8, 2025	Monday	6:00 p.m.	Regular

Adopted by the Caldwell County Board of Commissioners during a duly held meeting on the 2nd day of December 2024.

*All meetings will air live on the Caldwell County Government TV channel (Spectrum Channel 190) and may also be viewed anytime by visiting www.caldwellcountync.org

ATTEST:

_____ _____

Abigail Rich, County Clerk Randy T. Church, Chairman

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
December 2, 2024	Administration	Jimmy Harrison

AGENDA ITEM # 4

Moving Mountains Award- WCHS JROTC

BACKGROUND

The JROTC at WCHS is being recognized for their Color Guard.

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
December 2, 2024	Administration	Curt Willis

AGENDA ITEM # 5

Minimum Housing and Code Enforcement Abatement

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
December 2, 2024	Water	

AGENDA ITEM # 6

Pump Stations Project Ordinance

BACKGROUND

This item establishes a capital project in the water fund that will be used to design booster pump stations.

RECOMMENDED MOTION

BUDGET IMPACT

This is funded with a fund balance appropriation in the water operating fund. Funds will be transferred to the water capital project fund.

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. 2024-11-07_Client Agreement - Professional Services
2. Budget Revision and Project Ordinance for Water Boosters
3. Client Agreement - Professional Services
4. 2024-11-07_Caldwell Water Boosters

Clayton Engineering & Design, PLLC

(hereinafter referred to as "CE&D")

Proposal/Agreement

DATE: 11/07/2024	**Agreement Number**: 1	**PROJECT NAME**: Caldwell County Water Booster Study & Design
CE&D JOB NUMBER:		**PROJECT LOCATION**: Caldwell County, NC

CLIENT: Caldwell County

CLIENT CONTACT: Donald Duncan – County Manager
PHONE: **FAX:**

AGREEMENT TERMS

SCOPE OF SERVICES (ATTACH ADDITIONAL SHEETS IF NECESSARY): See attached Scope of Services

TIME OF PERFORMANCE: See attached Scope of Services

COMPENSATION/TERMS OF PAYMENT (ATTACH ADDITIONAL SHEETS IF NECESSARY): See attached Scope of Services

CE&D ADDRESS FOR CORRESPONDENCE/NOTICES:

PO Box 2351
Hickory, NC 28603

PHONE: 828-455-3456 **FAX: na**

ATTACHMENTS ▸ (AS CHECKED) ☒ **SCOPE OF SERVICES** ☒ **COMPENSATION (Included in Scope of Services)**

☒ **OTHER (SPECIFY)** Exhibit A to Engineering Agreement

_3_ **TOTAL NO. OF ADD'L SHEETS ATTACHED (Including General Conditions)**

GENERAL CONDITIONS ATTACHED (AS CHECKED):

- ☐ **PROFESSIONAL SERVICES**
- ☐ **ENVIRONMENTAL AUDITS AND SITE ASSESSMENTS**
- ☐ **ENVIRONMENTAL REMEDIATION SERVICES**
- ☐ **PETROLEUM FACILITY AND STORAGE TANK SERVICES**
- ☐ **CONSULTING SERVICES**
- ☐ **OTHER -**

ACCEPTED ON BEHALF OF CLIENT:	**SUBMITTED BY Clayton Engineering & Design, PLLC**
SIGNATURE: **DATE:**	**SIGNATURE:** *William S. Clayton* **DATE: 11/07/24**
PRINT NAME & TITLE:	**PRINT NAME & TITLE:** **William S. Clayton, PE - Principal**

Budget Revision # _____

Item No. _____

Date: _____

Caldwell County Board of Commissioners

BUDGET REVISION

Subject:

Background and explanation for the Budget Revision:
This budget revision creates a new water capital project fund for the purpose of designing water booster pump set ups.

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
617126.391002.60119	Inter Fund Xfr In	I	$	177,000.00	61.7126.459702.60119	Design Fees	I	$	177,000.00
60.3000.397000	Fund Balance App	I	$	177,000.00	60.9800.498000	Interfund Xfr Out	I	$	177,000.00
Total				**354,000.00**	**Total**				**354,000.00**

Attachments (Yes or No): No
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
			11/12/24		

ESTABLISHMENT OF THE WATER BOOSTER PROJECT ORDINANCE

WHEREAS, there is a need for water booster pumps to enhance the county's water system.

WHEREAS, Caldwell County's Water Fund has sufficient resources to pay for this project without the need to borrow money.

NOW, THEREFORE, BE IT RESOLVED by the Caldwell County Board of Commissioners that:

Section 1. The governing board hereby creates a project fund for the purpose of designing water boosters.

Transfer from the Water fund	$177,000
Design Fees	$177,000

Section 2. The fund will remain operational until completion of the project and the disbursement of all project funds.

Section 3. The project shall be effective December 2, 2024.

Adopted December 2, 2024

ATTEST:

Abby Rich
Clerk to the Board

Randy T. Church
Chairman

Clayton Engineering & Design, PLLC
(hereinafter referred to as "CE&D")
Proposal/Agreement

DATE: 11/07/2024	**Agreement Number**: 1	**PROJECT NAME**: Caldwell County Water Booster Study & Design
CE&D JOB NUMBER:		**PROJECT LOCATION**: Caldwell County, NC

CLIENT: Caldwell County

CLIENT CONTACT: Donald Duncan – County Manager
PHONE: **FAX:**

AGREEMENT TERMS

SCOPE OF SERVICES (ATTACH ADDITIONAL SHEETS IF NECESSARY): See attached Scope of Services

TIME OF PERFORMANCE: See attached Scope of Services

COMPENSATION/TERMS OF PAYMENT (ATTACH ADDITIONAL SHEETS IF NECESSARY): See attached Scope of Services

CE&D ADDRESS FOR CORRESPONDENCE/NOTICES:

PO Box 2351
Hickory, NC 28603

PHONE: 828-455-3456 **FAX: na**

ATTACHMENTS ▸ (AS CHECKED) ☒ **SCOPE OF SERVICES** ☒ **COMPENSATION (Included in Scope of Services)**

☒ **OTHER (SPECIFY)** Exhibit A to Engineering Agreement

_3_ **TOTAL NO. OF ADD'L SHEETS ATTACHED (Including General Conditions)**

GENERAL CONDITIONS ATTACHED (AS CHECKED):

- ☐ **PROFESSIONAL SERVICES**
- ☐ **ENVIRONMENTAL AUDITS AND SITE ASSESSMENTS**
- ☐ **ENVIRONMENTAL REMEDIATION SERVICES**
- ☐ **PETROLEUM FACILITY AND STORAGE TANK SERVICES**
- ☐ **CONSULTING SERVICES**
- ☐ **OTHER -**

ACCEPTED ON BEHALF OF CLIENT:	**SUBMITTED BY Clayton Engineering & Design, PLLC**
SIGNATURE: **DATE:**	**SIGNATURE:** *William S. Clayton* **DATE: 11/07/24**
PRINT NAME & TITLE:	**PRINT NAME & TITLE:** **William S. Clayton, PE - Principal**

CLAYTON
ENGINEERING & DESIGN

Exhibit "A"
Scope of Service
Caldwell Water Boosters – Study, Design, Replacement
October 24, 2024

Section 1: Project Scope

The project consists of the design for the replacement of six to ten booster pump setups for Caldwell County, NC. Scope will generally consist of Architectural, Engineering, and Design Services to provide a set of construction documents for permitting and construction. Design package to include, structural and foundation plans, architectural plans, electrical design and plans, site and civil plans, and as-built drawings following construction. Civil/Utility engineering to include flow tests and modeling for the existing boosters to ensure design/sizing meets current and future needs. The goal, architecturally, is to provide design for one or two building packages that could be used at any number of the booster sites.

A geotechnical investigation was not provided. Design will assume an allowable soil bearing of 2,000 PSF.

The project is expected to consist of the following Tasks:

1. Field Investigation and Study

2. Schematic Design (35%)
   a. Field Survey (Provided by Owner)
   b. Preliminary Site Plans for each location
   c. Review with Owner and Design Team

3. Design Development (95%). Based on an approved Schematic Design, CE&D will provide preliminary design documents and specifications of the following:
   a. Civil / Site Plans (95% Complete)
   b. Architectural (95% Complete)
   c. Structural (95%)
   d. Meetings (as required)

4. Construction Documents. Based on the approved Design Development, CE&D will a submit final design package for review, permitting, and bid:

5. Construction Phase Services by CE&D

Section 2: Construction Administration Services

The following scope of services shall be provided by Clayton Engineering & Design during the Construction Phase:

A. Digital and Hardcopies delivered to Owner
B. Solicit bids
C. Open bids, review and recommend bidder to Owner.
D. Prepare the agenda and conduct the pre-construction conference. Submit Notice to Proceed for The Owner review and approval based on outcome of pre-construction conference.

E. Review Shop Drawings and samples, the results of tests and inspections and other data which any Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents; determine the acceptability of substitute materials and equipment proposed by Contractors; and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractors in accordance with the Contract Documents.

F. Make periodic visits to the site as necessary to observe as an experienced and qualified design professional the progress and quality of the Contractor's work and to determine in general if the work is proceeding in accordance with the Contract Documents. Clayton Engineering shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the contractor(s) or the safety precautions and programs incident to the work of the contractors. During such visits and on the basis of his on-site observation, Clayton Engineering shall keep The Owner informed of the progress of the work, and shall endeavor to determine if such work is proceeding in accordance with the Contract Documents.

G. Issue all instruction of the Owner to Contractors; prepare routine change orders as required; as the Owner's representative, require inspection of testing of the work; act as interpreter of the requirements of the Contract Documents and judge the performance there under by the parties thereto and shall make decisions on all claims of the Owner and the Contractors relating to the execution and progress of the work and all other matters and questions related thereto; but Clayton Engineering shall not be liable for the results of any such interpretations of decisions rendered by them in good faith.

H. Clayton Engineering shall, based upon their on-site observations as an experienced and qualified design professionals, and on their review of Contractors' applications for payment and the accompanying data and schedules, determine the amounts owing to Contractors and approve in writing payments to Contractors in such amounts; such approvals of payment will constitute a representation to the Owner, based on such observations and review, that the work has progressed to the point indicated and that, to the best of their knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning Project upon Substantial Completion, to the results of any qualifications stated in his approval), but by approving an application for payment Clayton Engineering will not be deemed to have represented that they have made any examination to determine how or for what purposes any Contractor has used the monies paid on account of the contract price, or that title to any of the Contractors work, materials or equipment has passed to the Owner, free and clear of any lien, claims security interests or encumbrances.

I. Conduct an inspection(s) to determine if the Project is substantially complete and a final inspection to determine if the Project has been completed in accordance with the Contract Documents and if each Contractor has fulfilled his obligations there under so that Clayton Engineering may recommend in writing, final payment to Contractor.

J. During such visits and on the basis of such observations, Clayton Engineering may disapprove of or reject Contractor(s) work while it is in progress if Clayton Engineering believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

K. Clayton Engineering's undertaking herein shall not relieve the contractor of contractor's obligation to perform the work in conformity with the drawings and specifications and in a

workmanlike manner and in accordance with industry standards; and shall not make Clayton Engineering an insurer of the contractor's performance.

L. Revise Drawings to show those changes made during the construction process, based on marked-up prints, drawings and other data furnished by the Contractors. Furnish the original "Record Drawings" to the Owner within ninety (90) days of the Owner's project acceptance.

M. Clayton Engineering will be responsible for the review and approval of all testing and inspections reports and shall forward on to the Owner as required. Owner is responsible for contracting said testing agency.

Section 3: Additional Services by Clayton Engineering & Design (Not included in Base Scope)

1. If authorized by the CLIENT, the ENGINEER will perform additional services of the following types which are not considered normal or customary Basic Services.

   a. Preparation of special documents or reports as may be required by state and federal agencies that may have jurisdiction over the project. This would include but not be limited to environmental assessments, Geotechnical testing, wetland surveys, wildlife surveys, archeological surveys, and pilot studies.
   b. Assistance in right of way acquisition
   c. Design of off-site utilities.
   d. Permit/Application fees

Section 4: Period of Service

1. The ENGINEER's period of service shall begin upon the authorization of the CLIENT for each phase of work and shall continue until the final phase is completed.

2. If the CLIENT request modifications or changes in the scope of the PROJECT, the time of performance, outlined in Paragraph 3a below, shall be appropriately adjusted.

3. Time estimates:

   a. Field Investigation and Study – 60 days
   b. Design – 90 days
   c. Permitting – 60 days

Section 4: Payments to the Engineer

1. For the Basic Services rendered under Section I the CLIENT shall make payments to the ENGINEER according to the following:

   a. Lump Sum fee of one hundred seventy-seven thousand dollars ($177,000).

1.	Field Investigation and Study	$ 30,000
2.	Field Survey	$ 18,000
3.	Civil/Site Design	$ 34,000
4.	Architectural/Electrical	$ 36,000
5.	Permitting	$ 10,000
6.	Construction Administration/Observation	$ 49,000

   b. Other direct costs (i.e. direct non-payroll expenses) associated with these Additional Services, will be billed at 1.10 times cost.

Board of Commissioners Meeting

Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
December 2, 2024	Administration	

AGENDA ITEM # 7

Conveyance of Surplus Property to Patterson Fire Department

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Resolution for Conveyance of Surplus Property to Patterson FD 2024

RESOLUTION

22-2024

RESOLUTION APPROVING CONVEYANCE OF PROPERTY TO A NONPROFIT ORGANIZATION PURSUANT TO G.S. 160A-279

WHEREAS, the Caldwell County owns personal property in the form of an automobile

A. 2015, Ford F-150, VIN # 1FTEX1E80GFB02945

WHEREAS, this vehicle is currently in the Building Inspections fleet, it is not marked and has no emergency lighting or warning systems, and in excess of 150,000 miles on the odometer; and

WHEREAS, North Carolina General Statute §160A-279 authorizes a county to convey real or personal property by private sale to a nonprofit corporation if the city or county is authorized by law to appropriate money to the corporation; and

WHEREAS, Caldwell County agrees to convey these personal properties for the sum of $1.00 to A) Patterson Volunteer Fire Department, for the intended public use of this property in the service of all Caldwell County citizens; and

WHEREAS, if these personal property items are to be sold or otherwise disposed of, all proceeds are remitted back to Caldwell County, or the vehicle may be returned and disposed of by the County.

NOW THEREFORE, THE BOARD OF COMMISSONERS RESOLVE THAT:

1. The County Manager is authorized to execute all documents necessary to convey title to aforementioned personal property, with the caveat that any proceeds generated from sale be returned.
2. The County clerk shall publish a notice summarizing the contents of this resolution.

Adopted this the 2nd, day of December 2024.

_____ _____

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

Reggie Ford, Fire Chief
Patterson Volunteer Fire Department

ATTEST:

_____
Abby Rich, NCCCC
County Clerk

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
December 2, 2024	Administration	

AGENDA ITEM # 8

Acknowledgment of Reviewal of Bonds

BACKGROUND

The review of bonds is required each year by General Statute. This is to acknowledge there are not issues to be corrected with the bonds.

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
December 2, 2024	Economic Development	

AGENDA ITEM # 9

ARC Grant Contract with WPCOG for Evergreene Industrial Park

BACKGROUND

A budget revision and project ordinance for Evergreene Industrial Park was approved by the Board of Commissioners during the May 8, 2023 meeting. During the September 11, 2023 meeting, the Board of Commissioners approved staff applying for grant funding from the Appalachian Regional Commission (ARC) for utility expansion at the Evergreene Industrial Park. On September 19, 2023, ARC announced a grant in the amount of $513,425 to Caldwell County for the Evergreene Industrial Park Infrasstructure project. This is a matching grant and the county, along with our development partner, the Town of Sawmills, have already budgeted for the required match. Staff request the approval of the grant administration contract with Western Piedmont Council of Governments for the amount of $25,671. This will be paid for by the matching funds already budgeted for this project.

RECOMMENDED MOTION

Approve the contract as presented.

BUDGET IMPACT

None. Already budgeted.

APPROVED FOR BUDGET YEAR

Yes

ATTACHMENTS

1. Evergreene Contract WPCOG FINAL

A G R E E M E N T
BETWEEN THE
WESTERN PIEDMONT COUNCIL OF GOVERNMENTS AND
CALDWELL COUNTY
FOR THE PROVISION OF GRANT MANAGEMENT ASSISTANCE
APPALACHIAN REGIONAL COMMISSION GRANT NC-21420
EVERGREENE INDUSTRIAL INFRASTRUCTURE PROJECT
AUGUST 1, 2024 - JUNE 30, 2026

This Agreement, entered into this the 1st day of August 2024 by and between the Western Piedmont Council of Governments (hereinafter called the "Planning Agency") and Caldwell County, NC (hereinafter called the "Local Government"), WITNESSETH THAT:

WHEREAS, the Planning Agency is empowered to provide planning assistance by the N.C. General Statutes and by resolution passed by the Planning Agency on April 27, 1972. Technical assistance shall consist of the provision of services as described in Attachment A to this Agreement; and

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

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

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

1. **Personnel.** That during the period of this Contract, the Planning Agency will furnish the necessary trained personnel to the Local Government.

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

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

3. **Compensation.**
The Local Government agrees to pay the Planning Agency an amount not to exceed Twenty-Five thousand Six hundred Seventy-One dollars ($25,671) to carry out activities outlined in the Scope of Services attached to this Contract. Included in this contract are costs associated with environmental review activities. This amount will be calculated on actual expenditures including salaries, fringe benefits, indirect costs, and other approved expenses and billed on a monthly basis, beginning August 1, 2024 and ending June 30, 2026.

4. **Termination/Modifications.** The Local Government may terminate this Contract by giving the Planning Agency a thirty-day written notice. Furthermore, if there is a need to amend the proposal outlined in Attachment A, either party may do so with the written approval of the other.

5. **Time of Performance.** The Planning Agency shall ensure that all services required herein shall be completed and all required reports, maps, and documents submitted during the period beginning August 1, 2024 and ending June 30, 2026.

6. **Interest of Members, Officers, or Employees of the Planning Agency, Members of the Local Government, or Other Public Officials.** No member, officer, or employee of the Planning Agency or its agents; no member of the governing body of the locality in which the program is situated; and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The Planning Agency shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.

7. **Nondiscrimination Clause.** No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination with any program or activity funded in whole or in part with funds available under the Housing and Community Development Act of 1974, Section 109.

8. **Age Discrimination Act of 1975, as amended.** No qualified person shall on the basis of age be excluded from participation in, be denied the

benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.

9. **Section 504, Rehabilitation Act of 1973, as amended.** No qualified handicapped person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.

10. **Access to Records and Record Retainage.** All official project records and documents must be maintained during the operation of this project and for a period of three years following closeout, in compliance with 15 NCAC 13L Rule .0911, Recordkeeping. The NC Department of Economic and Community Development, US Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Planning Agency which are pertinent to the execution of this Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions in compliance with 15 NCAC 13L Rule .0911, Recordkeeping.

11. **Liquidated Damages Clause.** If the project fails to be carried out within the time frame outlined in the administrative proposal due to activities attributed to the Planning Agency, the Local Government may assess the Planning Agency a sum in the amount of $100 per week for any subsequent weeks until completion.

12. **Termination of Agreement for Cause.** If, through any cause, the Planning Agency shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or violate any of the covenants, conditions, or stipulations of this Agreement, the Local Government shall thereupon have the right to terminate this Agreement by giving written notice of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared under this Agreement shall, at the option of the Local Government, becomes its property, and the Planning Agency shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials indirect proportion to the extent of services actually completed.

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

Section 3 Clause (Attachments B and C).

14. **Legal Remedies Provision.** As stated in 24 CFR Part 85.36, contracts other than small purchases shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as may be appropriate. Examples of legal remedies could be liquidated damages, consequential damages, arbitration and others not listed.

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

LOCAL GOVERNMENT:	PLANNING AGENCY:
CALDWELL COUNTY, NC GOV'TS.	WESTERN PIEDMONT COUNCIL OF
By:_____	
By:_____	
County Manager	Executive Director

LOCAL GOVERNMENT:	PLANNING AGENCY:
By:_____	
By:_____	
Chairman	Chairman

Preaudit statement:

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

By:_____
Local Government Finance Officer

ATTACHMENT A

SCOPE OF SERVICES
CALDWELL COUNTY, NC
GRANT MANAGEMENT ASSISTANCE
APPALACHIAN REGIONAL COMMISSION GRANT NC-21420
EVERGREENE INDUSTRIAL INFRASTRUCTURE PROJECT
AUGUST 1, 2024 - JUNE 30, 2026

The following work program and budget are presented as descriptive of the work and dollar amounts called for in the Agreement concerning administrative activities by the Western Piedmont Council of Governments for Caldwell County, NC.

Ben Willis, Community and Economic Development Director, and Kyle Case, Community and Economic Development Administrator, will be responsible for the administration of this project.

Work Program

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

- Administration and coordination of all activities involved in the Evergreene Industrial Infrastructure Project. Coordination activities will begin from the point of initiating the bid process through final inspection.

- Set up and maintenance of all community development project files and records in accordance with program and audit guidelines.

- Develop forms to meet ARC/CDBG requirements to document all activities from start to finish.

- Coordination of the community development program with federal, state and local officials including Davis Bacon wage standards for construction.

- Coordination of all fiscal and legal activities relating to the community development program.

- Preparation and submission of all project and financial reports.

- Conducting project closeout and representing Caldwell County at audits and monitoring visits. This does not assume, however, responsibility for payment of fees levied by auditors or accountants.

Caldwell County will be responsible for the following:

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

Time of Performance

The WPCOG will complete all activities involved in administration of this project in a 36-month period beginning August 1, 2024 and ending June 30, 2026.

Budget

Salaries	$ 12,500
Fringe Benefits	6,313
Travel	1,308
Indirect	5,550
TOTAL	$ 25,671

Assurances

Assurances are attached as a part of the Agreement.

Amendments

This Scope of Services and Budget may be amended as desired by mutual consent of the Local Government and Planning Agency.

ATTACHMENT B - ASSURANCES OF COMPLIANCE

Executive Order 11246
During the performance of this Contract, the contractor agrees as follows:

1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. Such action shall include, but not be limited to the following: recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin.

3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, notice advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

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

ATTACHMENT C

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

a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170lu. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

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

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

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

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

LOBBYING CLAUSE

Required by Section 1352, Title 31, US Code

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

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

This is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

WESTERN PIEDMONT COUNCIL OF GOVERNMENTS

ASSURANCE OF COMPLIANCE WITH THE
AMERICANS WITH DISABILITIES ACT OF 1990

The undersigned authorized official(s) (hereinafter, "Contractor") agrees to comply with the Americans with Disabilities Act of 1990 (ADA) and with requirements contained in applicable federal regulations, rules and guidelines.

In accordance with the ADA, the Contractor hereby agrees to a policy of "nondiscrimination against persons with disabilities." If it is determined that present services or facilities do discriminate against persons with disabilities, the Contractor agrees (1) first, to try to remedy the situation; or (2) to find a comparable service for the disabled person. If the last course (2) is chosen, the Contractor shall take steps to ensure that no additional costs are incurred by the person with the disability and that the service is equally effective, affords equal opportunity, and was fully integrated, not segregating the person with the disability such that they are in a more restrictive setting than disabled receiving the same service.

The purpose of this agreement is to ensure that all services and facilities obtained for contracts made with the Western Piedmont Council of Governments (WPCOG) are readily accessible to and usable by disabled persons and are in complete and total compliance with the ADA and all relevant regulations as well as any other state or federal law regarding the protection of persons with disabilities.

Release of liability: Should any administrative or judicial forum hold Western Piedmont Council of Governments (WPCOG) liable under any provision of the ADA for acts or omissions caused by the Contractor, then the Contractor will be responsible for reimbursing any damages incurred by the Western Piedmont Council of Governments (WPCOG), including attorneys' fees. We take full responsibility for our compliance with all applicable provisions of the ADA and for ensuring compliance in all programs or services contracted by us.

_____

Signature and Title of Authorized Official

Western Piedmont Council of Governments

Agency Name

Board of Commissioners Meeting

Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
December 2, 2024	Emergency Services	

AGENDA ITEM # 10

911 Grant for Communications Center and Project Ordinance

BACKGROUND

The County received a grant from the 911 Board to be used for the new Communications Center. This budget revision and project ordinance allows those funds to be used.

RECOMMENDED MOTION

Approve Budget Revision and Project Ordinance

BUDGET IMPACT

100% grant funds with no local tax dollars used.

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. 20240906 Caldwell 2025 Grant Program Award Letter5374
2. Budget Revision 911 Board Grant for Comm Center
3. G2025-XX Caldwell Grant Agrmt 2024.11.013095
4. Grant Execution Checklist 2024.11.012870
5. project ordinance

NC DIT
911 Board
NORTH CAROLINA DEPARTMENT OF INFORMATION TECHNOLOGY

JAMES A. WEAVER
SECRETARY & STATE CHIEF INFORMATION OFFICER
NC 911 BOARD CHAIRMAN

W. BOWMAN FERGUSON
NC 911 BOARD VICE CHAIR

L. V. POKEY HARRIS
NC 911 BOARD EXECUTIVE DIRECTOR

September 6, 2024

Mr. Ronald Rombs
Communications Director
Caldwell County 911 Communications
2345 Morganton Blvd SW
Lenoir, NC 28645

Sent via email: rrombs@caldwellcountync.org

Dear Ronald,

The North Carolina 911 Board Grant Committee completed the FY2025 Grant Program review process and subsequently made recommendations to the 911 Board on August 23, 2024. Via electronic submission of this letter, I am pleased to advise the recommendation was unanimously approved by the Board for the award of Caldwell County 911 Communications, 911 and Emergency Services Facility Project, in the amount of ***$2,659,312.07***.

To continue the process for the award of grant funding, an intent of acceptance is required by Caldwell County 911 Communications. Once this acceptance is received, preparation of the grant agreement that will outline the terms and conditions of the grant award will begin. Please advise of Caldwell County's willingness to accept the noted award amount and to complete the grant project in its entirety as submitted in the grant application. Your acceptance of the grant award must be received no later than **Friday, September 13, 2024**, by a letter submitted electronically as a response to the email in which this letter was transmitted.

The grant agreement will be presented to Caldwell County no later than **Friday, November 1, 2024**. The County must then advise of acceptance of the grant agreement no later than **Wednesday, December 4, 2024**. The signed grant agreement will be due back to me no later than **Friday, January 3, 2025,** for countersignature. The execution of the grant agreement will be handled electronically. Exchange of hard copies via USPS or in-person will not be necessary. You are being notified of these key dates to ensure the award process can be finalized appropriately. Therefore, please note failure to meet any deadline outlined in this letter will result in the award being de-obligated.

Congratulations on the award for your project! We look forward to working with you on it.

Sincerely,

L. V. Pokey Harris

L.V. Pokey Harris
Executive Director
North Carolina 911 Board

Budget Revision # _____

Item No. _____

Date: _____

Caldwell County Board of Commissioners

BUDGET REVISION

Subject:

Background and explanation for the Budget Revision:

The county was awarded a grant from the NC 911 Board in the amount of $2,659,312.07. These funds are to be used for the new communications facility.

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
43.9000.330000.10202	Other Grants	I	$ 2,659,312.07
Total			**2,659,312.07**

Line Item #	Title	I/D	Amount
43.9000.459600.10202	Construction	I	$ 2,659,312.07
Total			**2,659,312.07**

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
			11/04/24		

Contract No.

AGREEMENT

THIS AGREEMENT (the Agreement) is made effective the **_____ day of the month of _____, 202__ by** and between **Caldwell County,** the **Grantee**, and the **North Carolina 911 Board** (hereinafter referred to as 911 Board), an agency of the State of North Carolina. Grantee and the Board (together "the Parties") hereby agree as follows:

WITNESSETH:

WHEREAS the 911 Board was created by N.C. Gen. Stat. §143B-1400 *et seq.* to collect and administer the 911 Fund, and

WHEREAS the 911 Board solicited grant applications pursuant to N.C. Gen. Stat. §143B-1407 and procedures for Grants adopted by the Board, and

WHEREAS Grantee submitted a Grant Application to construct a new PSAP, and

WHEREAS the 911 Board allocated funds for the purposes identified in the Grant Application.

NOW, THEREFORE, the Parties enter into this Agreement, and in consideration of the mutual promises and such other valuable consideration as shall be set out herein, the Parties hereto do mutually agree to the following terms and conditions:

1. Definitions:

   a. Project: 911 and Emergency Services Facility Project.

   b. Deobligation: the 911 Board's cancellation or downward adjustment of all or part of the grant award. Deobligation, if imposed, will not affect disbursed funds but will affect any remaining amount of awarded funds.

   c. Executive Director: Executive Director of the 911 Board.

   d. Grant Funds: the amount authorized for award by the 911 Board in the amount of $2,659,312.07.

   e. Grant: Financial assistance provided by the 911 Board, or a subgrantee, to carry out activities whereby the 911 Board anticipates no programmatic involvement with the grantee or subgrantee during the performance of the Grant.

   f. Grantee: Caldwell County, notwithstanding N.C.G.S. §143C-6-23(a)(3).

   g. Ineligible Costs: such expenses that are not funded through the Monthly Distributions defined in G.S. §143B-1406(a), and not identified in the Approved Use of Funds List published on the 911 Board website.

   h. Interlocal agreement: Reserved.

   i. State Funds: Any funds appropriated by the N.C. General Assembly or collected by the State of North Carolina. For the purposes of this Agreement, Grant Funds are State Funds. Grantee recognizes that the expenditure of money deposited in the State treasury,

including the 911 Fund, is subject to allocation and appropriation of funds to the agency for the purposes set forth in this Agreement.

j. Subgrantee: As defined in N.C. Gen. Stat. §143C-6-23(a)(4), a non-State entity that receives a grant of State funds from a Grantee of a State Agency, here the 911 Board, or a Subgrantee of a Grantee, but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

k. Unit, or unit of local government:

As defined in N.C. Gen. Stat. §143C-1-1(d)(29), a municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by N.C. Gen. Stat. §160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

As defined in N.C. Gen. Stat. §160A-460, means a county, city, consolidated city-county, local board of education, sanitary district, facility authority created under Article 20 of Chapter 160A of the General Statutes, special district created under Article 43 of Chapter 105 of the General Statutes, or other local political subdivision, authority, or agency of local government.

2. Scope of Project: To construct within the new Caldwell County Communications and Emergency Service Center a PSAP totaling 4,358 square feet to house the 911 center, incorporating necessary building systems, technology systems, and upfitting the center for the purpose of providing 911 service. The Grant Funds shall only be used to pay for the portions of the project that are ETSF ineligible and shall not supplant other Grant Funds received by the County. The Grantee further acknowledges that Grant Funds awarded under this Agreement must be used exclusively for this project, and cannot be applied to other expenditures not addressed herein.

a. Grantee shall be responsible for administrative and management duties associated with the Project and shall be responsible for completing the goals and objectives described in the Grant Application. This Grant shall only be used for paying for portions of the project that are Ineligible Costs. To the extent that the Project includes expenses that are not eligible for monthly distribution or reimbursement pursuant to G.S. §143B-1406 and are not included in the Grant Funds allocated by the 911 Board, Grantee shall be responsible for all expenses for the non-eligible items. For eligible expenses limited by the 911 Board policies, e.g., chairs, monitors, Grantee shall be responsible for all expenses exceeding the expense limitations for such items.

b. Grantee shall prepare and submit reports as stated in Exhibit A.

c. Goals and objectives include:

1. To construct a new PSAP within an Emergency Operations Center built by the County with a total square footage of 4,358 square feet. The PSAP will provide working space for six (6) workstations, as well as administration and other 911-related functions. Both parties agree that the allocation of space within this Agreement will not result in an increase in the Board approved seat count.

2. Grant Funds awarded under this Agreement may only be applied to costs directly related to the PSAP, and only for construction or construction contingency, technology contingency and ETSF ineligible portions of computer monitors, NetClock, Furniture, Fixtures, and Equipment, workstation furniture, and audio-visual equipment.
3. Grant Funds awarded under this Agreement cannot be used for project management, technology consultants, architectural services, as those are being provided through other grant funds awarded to the Grantee by the North Carolina General Assembly.
4. Adhere to rules for PSAP facilities, equipment, and software within 09 NCAC 06C .0200, and for the use of Grant Funds, as stated within 09 NCAC 06C .0400. Incorporate applicable standards for mission-critical facilities published by the Federal Emergency Management Agency (FEMA), the National Fire Protection Association (NFPA), and the National Emergency Number Association (NENA). Ensure continuity of operations during implementation for all response agencies currently served.
5. Coordinate technology purchases and facility design to ensure continued compliance with the State NG911 system, including GIS call routing.
6. Conduct thorough system(s) testing before acceptance.

d. Grantee shall not change the Scope of Project without prior written approval of the 911 Board Executive Director.

e. Grantee shall submit a revised budget and work plan within sixty (60) days of signing this Agreement, with details of the architectural and building plans representing any changes from the Grant Application. Revisions and work plan changes shall identify permitting, environmental and geotechnical site survey results, any abatement requirements, an assessment of the tower as proposed in the Grant Application, and associated costs as well as the source(s) of funds to complete any conditions, contingencies or abatements. Revisions and work plan changes should identify project component details (as identified in the Grant Application and this Agreement) and costs identified in the Grant Application together with a timeline that includes component details. These revised documents must reflect any changes and special conditions of the Grant award. The budget must include any matching funds or funds from other sources and the anticipated time when such funds will be spent. Grantee shall identify potential or contingent sources of funding including but not limited to other grants during the term of this Agreement. The work plan should include a timeline and specific milestones and/or deliverables that will be used to measure interim progress and accomplishments of the project during the term of this Agreement. Grant Funds will not be released until these revised documents are approved by the 911 Board Executive Director.

f. Grantee will procure all goods and/or services for the Project in compliance with State and local procurement laws, rules, and regulations, consistent with the Grant Application and approved project budget.

g. Grantee will collect and compile documents as directed by the 911 Board for the purpose of Grantee's verifying the requirements of Article 15, Part 10 of Chapter 143B of the N.C. General Statutes.

h. Grantee shall assist the 911 Board in any audits of Grant Funds by supplying required document(s) to satisfy the requests of an auditor.

3. Changes in the Project.

a. If any changes to the project or extra work are requested with respect to the Project, such changes must be authorized in writing by the Parties. The 911 Board will not approve any changes that exceed its authority under N.C. Gen. Stat. §143B-1400 *et seq.*, or subsequent modification thereof.

b. Any work referred to in Paragraph 3(a) above shall be the subject of a separate written agreement stating the costs and schedule for completing any such extra work.

c. Each Party shall immediately notify the other of any change in conditions or applicable law, or any other event, which may significantly affect its ability to perform the Project.

d. The Parties agree that the 911 Board may assign this Agreement to its successor, if any; or continue the Agreement by amending the term if legislation is enacted that does, or may, affect the term of this Agreement.

e. A request for change in the project period requires advance written approval by the 911 Board Executive Director. The request must be submitted in writing, stating the basis for the request, to the 911 Board Executive Director at least sixty (60) calendar days prior to the expiration of the Grant. The Grantee shall submit a revised budget and any other documentation or information requested by the 911 Board Executive Director indicating the planned use of all unexpended funds during the extension period.

4. Consolidation. Reserved.

5. Term of Agreement. The Parties intend that the term of this Agreement shall begin upon the Effective Date and extend through 30 June 2027 (End Date). The effective period of this Agreement shall commence upon completion by the Parties' authorized signatories (the Effective Date) and terminate upon the End Date unless sooner terminated under Paragraph 14; or amended by written agreement to extend said date by the Parties or their successors in interest. The parties agree that this Agreement may be extended only one time.

6. Project Schedule. Grantee shall prepare and deliver a project schedule consistent with this Agreement that substantially conforms to the following:

a. The Project is anticipated to be completed in approximately thirty (30) months. The proposed budget and project plans shall be reviewed, revised, and provided to the 911 Board Executive Director as provided in Paragraph 2(e) above. These revised documents must reflect any changes and special conditions of the Grant award.

b. Project timelines and milestones identified in the Grant Application, and incorporated into Exhibit B, are incorporated herein by reference.

c. The Caldwell County PSAP will continue to operate during the Project, either at the primary or the backup PSAP; therefore, there will be no disruption to 911 call taking and emergency dispatching services.

d. Grantee shall prepare and release one or more solicitation documents comprising RFPs or other similar solicitation documents in compliance with the Project schedule presented in the Grant Application, and as such may be amended.

e. Contracts based upon Grantee's solicitation documents shall be awarded in a timely manner in compliance with the Project schedule presented in the Grant Application, and as such may be amended.

7. Delivery of Grant Funds. The total Grant Funds equal Two Million, Six Hundred Fifty-Nine Thousand, Three Hundred Twelve and 07/100 ($2,659,312.07) Dollars. Grant Funds shall be held by the 911 Board and delivered at a maximum as follows:

a. Funds shall be released to Grantee after receiving copies of Grantee's contracts, purchase orders and invoices therefor, and Grantee's satisfactory completion of its obligations under this Agreement. Each deliverable offered by the Grantee shall be clearly itemized to show the expenditures meet the scope of this Agreement, to include professional work performed and invoices for supplies. The Grantee shall ensure that all milestone payments are reconciled to an applicable vendor quote to show the eligible and ineligible amounts awarded and the specific funding stream, and in sufficient detail to show the expenses in the invoice are defined to show they were part of the grant award and that the task in the milestone was completed. Grant Funds shall not be used for updating data gathered during the Project. The 911 Board may release Grant Funds directly to subgrantees upon receipt of evidence satisfactory to the 911 Board Executive Director that all conditions necessary to release such Funds have been satisfied. Such evidence may comprise demonstrated compliance with work and payment schedules of this Agreement and any agreement with a Subgrantee, relevant contracts, purchase orders and invoices therefor, satisfactory completion of testing and acceptance criteria of Grantee's contracts with its vendors, approval of the Grantee, and such other evidence as the Executive Director deems reasonably necessary or proper. Payment schedules may include pre-determined progress payments, payments based upon time and materials that are not to exceed a maximum amount, retainage, and such other terms that are consistent with this Agreement.

b. Grant Funds shall not be released, or paid, in advance of performance of actual services or delivery of reimbursable purchases, nor paid for interest, allocations for budget contingencies, maintenance or other services in future fiscal years. Grant Funds may not be used for any type of bond, monies due upon contract execution, or any type of speculative downpayment for the project. Funds shall be applied to ineligible expenses as identified in the Grant Application as authorized by N.C. Gen. Stat. §143B-1407(b)(4), and to expenses that are eligible under N.C. Gen. Stat. §143B-1400 *et seq*. and the Rules and policies of the 911 Board. The Grantee agrees that final invoices shall not be reimbursed by the Board until the final report required by Exhibit A of this Agreement is received and accepted by the Executive Director.

c. The Grantee agrees to submit all requests for reimbursement to the Board under Subsection 7(a) of this Agreement within thirty (30) days of Grantee's payment to that

Vendor following performance of services or delivery of purchases. The Grantee agrees that final invoices shall not be reimbursed by the Board until the final report required by Exhibit A of this Agreement is received and approved by the Executive Director as meeting the requirements of Rule 09 NCAC 06C .0405(c).

d. Indirect costs and administrative costs will not be allowable charges against Grant Funds unless such costs are specifically included in the approved Project budget as incorporated into the award.

e. Grantee will maintain full, accurate, and verifiable accounting records to support the preparation of financial statements in conformity with accounting practices applicable to N.C. local governments as approved by, or consistent with, standards of the Local Government Commission. Expenditures must be consistent with the Project Budget and N.C. Gen. Stat. §143B-1400 *et seq.*

f. In the event Grantee breaches any of the covenants or agreements contained in this Paragraph, or any of the representations and warranties of Paragraphs 9, 19, and 24 are untrue as to a material fact as of the date of this Agreement, Grantee agrees to return any unearned Grant Funds held by Grantee and refund sums equal to any non-qualified expenditures paid with Grant Funds. Grantee's obligations that are created by this Agreement to return Grant Funds and to refund sums, apply only to Grant Funds held by Grantee. Grant Funds are "held" by Grantee only to the extent they are in the actual, not constructive, possession of Grantee. Grantee shall timely enforce all such rights, duties and perform its responsibilities to ensure completion of the accounting and return of Grant Funds to the Board.

g. Grantee must attend workshops or other instructional sessions relating to administration of the Grant or use of 911 Funds provided by the 911 Board during the term of this Agreement.

h. Funds identified with contingencies or escalations as presented in Grantee's budget documents and financial forecasts shall revert to the Board's Grant Fund if unused or unallocated in a timely manner.

i. If the Board determines that the actual costs of the Project are less than the Grant amount, the Board, in its sole discretion, may reduce the amount of the Grant accordingly. If the Grantee determines that the actual costs of the Project are less than the Grant amount, it shall report so to the Board and return any surplus Grant funds it has received to the Board.

j. As a condition of receiving the Grant, the Grantee must contribute general funds for ineligible costs as described in the Grant Application. The general funds shall come from local resources and may not be derived from other State or federal grant funds unless such other funds were specifically identified in the Grant Application. For those other grant funds identified by the application, the Grantee shall not supplant those funds with Grant Funds and the uses thereof identified in this Agreement. All general funds shall be expended prior to fully expending Grant Funds.

8. Travel Expenses. The approved budget does not include travel costs. Such costs, if any, are limited to reimbursement rates set forth in N.C. Gen. Stat. §138-6; as interpreted by the Office of State Budget and Management, and as amended from time to time. The State of North

Carolina's Travel Policy is contained in the State Budget Manual located on the Internet at http://www.osbm.state.nc.us. Original receipts for such expenses shall be retained by Grantee.

9. Independent Status of Grantee.

a. It is agreed between the Parties that neither this Agreement nor any provisions hereof shall be deemed to create a partnership or joint venture between Grantee and any third party, nor with the 911 Board. It is further agreed that except for the rights expressly granted to Grantee or the 911 Board in this Agreement, neither of them shall have any proprietary rights in the Project.

b. The Parties acknowledge that Grantee is an independent entity. Grantee shall not represent itself as an agent of the 911 Board, nor shall the Agreement be construed so as to make Grantee an agent of the 911 Board. Grantee shall not have the ability to bind the 911 Board to any agreement for payment of goods or services, nor shall it represent to any person or entity that it has such ability. Grantee shall be responsible for payment of all its expenses, including rent, office expenses and all forms of compensation to employees. Grantee 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 who are performing work pursuant to this Agreement. All expenses incurred by Grantee are its sole responsibility. The 911 Board shall not be liable for the payment of any obligations incurred in the performance of the Project.

10. Conflicts of Interest. Grantee acknowledges and represents that it has adopted policies governing conflicts of interest and ethics in the exercise of its authority, and its actions under this Agreement. Grantee will review, disclose and employ its best efforts to resolve any anticipated or reported conflict of interest or issue involving its ethics policies during the performance of this Agreement. Grantee shall, upon request, submit a copy of its conflict to interest policy, and shall ensure that such policy conforms to the requirements of N.C. Gen. Stat. §143C-6-23 and other applicable laws.

11. Obligation of Funds. Grant Funds provided by the 911 Board may not be utilized to reimburse expenses incurred by Grantee from its General Fund or any other funds prior to the Effective Date or subsequent to the End Date. All unpaid obligations incurred prior to the End Date shall be paid and satisfied by Grantee within thirty (30) days thereafter. Any changes in the approved budget that would result in modifying budget line items or allocations, or the addition or deletion of a budget category, shall require prior approval from the 911 Board. Prior approval shall not be required for changes that affect the approved budget unless a line item in the budget allocation is exceeded by ten (10%) percent or $500.00, whichever is greater. Under no circumstances shall such a change increase the amount of Grant Funds awarded or increase ETSF eligible funds for the project. Grant Funds shall be deobligated if not expended in the time and manner agreed herein. The 911 Board may deobligate all or part of the awarded funds if:

a. The actual cost of goods or services identified in the Grant budget funded by the Grant award is less than the total award, or

b. If the activities for which the Grant was awarded do not begin within three (3) months of the effective date of this Agreement.

If Grant Funds are not expended within the term of this Agreement and manner agreed herein, and in compliance with the project schedule and budget, the Board shall provide notice of deobligation of such Grant Funds to the Grantee. Notice of deobligation shall provide an effective date of deobligation which shall not be less than thirty (30) days after the date of the notice.

12. Project Records.

a. Grantee shall maintain full, accurate and verifiable financial records, supporting documents, and all other pertinent data for this Project in such a manner so as to identify and document clearly the expenditure of Grant funds provided under this Agreement, separate from accounts for other awards, monetary contributions, or other revenue sources for this Project.

b. Grantee shall retain all financial records, supporting documents, and all other pertinent records related to the Project for five (5) years from the End Date. In the event such records are audited, all Project records shall be retained beyond such three-year period until any and all audit findings have been resolved.

c. Pursuant to N.C. Gen. Stat. §143C-6-23, and §147-64.7, Grantee agrees to make available to the State Auditor, Board, or designated representatives of the foregoing, all of its records that relate to the Project, and agrees to allow the 911 Board or its representative to audit, examine and copy any and all data, documents, proceedings, records and notes of activity relating in any way to the Project. Access to these records shall be allowed upon request at any time during normal business hours and as often as the 911 Board or its representative may deem necessary.

d. Grantee acknowledges and agrees that it will be subject to the audit and reporting requirements prescribed by N.C. Gen. Stat. § 143C-6-23 *et seq.*, Non-State Entities Receiving State Funds in N.C. Gen. Stat. §159-34, The Local Government Budget and Fiscal Control Act - Annual Independent Audit; Rules, and Regulations, as applicable. Such audit and reporting requirements may vary depending upon the amount and source of funding received by Grantee, and such are subject to change from time to time. Grantee shall constantly monitor all performance under Grant-supported activities, including activities performed by Subgrantees, to ensure that time schedules are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved. Such obligations to comply with the Board's or other agency's monitoring activities shall survive grant closeout and the termination of this Agreement.

13. Publications.

a. Any published or distributed reports, data, or other information shall contain a disclaimer statement to the following effect: *Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view and policies of the 911 Board.*

b. 911 Board may publish or arrange for the publication of information resulting from work carried out under this Agreement, and copyright any books, publications, films, or other copyrightable materials developed in the course of or resulting from work under this Agreement.

c. Upon publication of any materials resulting from the work of the Project, Grantee shall furnish a minimum of two copies of reprints to the 911 Board.

14. Termination; Availability of Funds.

a. If Grantee fails for any reason to fulfill in a timely and proper manner its obligations under this Agreement, the 911 Board shall thereupon have the right to terminate this Agreement by giving written notice to Grantee of such termination and by specifying the effective date of termination. For the avoidance of doubt: 1) Grantee's failure to appropriate funds necessary to complete the project shall be reason for termination; 2) Failure to complete any necessary permitting, environmental abatement or failure to appropriate funds to complete such permitting or abatement, shall result in termination of this Agreement. In such event, the 911 Board shall have no responsibility to make additional payments under this Agreement after the End Date. No further expenditures shall be made under this Agreement except for such work as shall have already been performed prior to the End Date and Grantee shall return all unearned funds upon the demand of the 911 Board.

b. The County agrees it will repay Grant Funds if it fails to comply with any terms of this Agreement. The Grantee shall not be relieved of liability to the 911 Board for damages sustained by the 911 Board by virtue of any breach of this agreement, and the 911 Board may withhold payment to the Grantee for the purpose of set off until such time as the exact amount of damages due the 911 Board from such breach can be determined.

c. The Parties may terminate this Agreement by mutual consent upon sixty (60) days' notice. Notice may be given by either party to the other at the addresses and to the attention of the Party's representative specified in Paragraph **Error! Reference source not found.** below.

d. Termination of the contract by the Grantee shall not prohibit the 911 Board from seeking remedies for additional costs consequential to the termination incurred by the 911 Board. The Grantee shall repay to the 911 Board any Grant Funds received in excess of the distributions under this Agreement.

e. Grantee recognizes that Grant Funds are State Funds, and the expenditure of State Funds deposited in the State treasury, including the 911 Fund, is subject to acts of appropriation by the General Assembly and actions of the Budget Director.

15. Liabilities and Loss. The 911 Board assumes no liability, nor shall it have any liability under this Agreement, with respect to accidents, bodily injury, illness, breach of contract or any other damages, claims, or losses arising out of any activities undertaken by Grantee or its contractors under this Agreement, whether with respect to persons or property of Grantee, or third parties. Grantee agrees to obtain insurance to protect it and others as it may deem desirable, or, if it elects not to obtain such insurance, it represents that it has adequate resources available to it for this purpose. Further, Grantee agrees, to the extent permitted by law, to indemnify, defend and save harmless the 911 Board, and their respective officers, agents and employees against any liability, including costs and expenses and attorney's fees, for the violation of any proprietary right or right of privacy arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any information published resulting from the work of the Project or based on any libelous or other unlawful matter contained in such information. Grantee also further agrees,

to the extent permitted by law, to indemnify, defend and save harmless the 911 Board, and their respective officers, agents and employees from any and all claims and losses accruing or resulting to any and all subgrantees, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project and the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Grantee or its agents in the performance of the Project.

16. Bankruptcy of Third Parties. In the event that any Subgrantee (or other entity other than Grantee) receiving Grant Funds files bankruptcy owing Grantee, the Board or other entities any money, it shall be the sole responsibility of Grantee to (i) immediately notify the Board and (ii) pursue all reasonable claims against the debtor in bankruptcy to obtain the maximum payment allowed by law. To the extent that Grantee fails to pursue the debtor in bankruptcy and obtain the maximum payment allowed by law, Grantee shall be responsible for all amounts paid to such Third Party that are not returned to Grantee; and no Grant Funds may be expended to replace such monies or payments represented by claims against the Third Party.

17. Remedies. In the event of Grantee's non-compliance with any provision in this Agreement, Grantee agrees that the Board may take any actions authorized by law or by this Agreement, including but not limited to those described in 09 NCAC 03M .0401. These remedies include, but are not limited to, reducing, or suspending Grant Funds or terminating the Grant, including the withdrawal of all funds described in this Agreement except for funds already expended on otherwise eligible activities which may not be recaptured or deducted from future grants. The Board may also require Grantee to reimburse Grantee's Program account for improperly expended funds by Grantee or any Subgrantee or other Third Party, as set forth in G.S. §143B-1407(c).

a. Upon non-compliance with the applicable provisions of 09 NCAC 03M, the Board shall take measures under Rule .0801 of that Subchapter to ensure that the requirements are met, including: communicating the requirements to the non-State entity; requiring a response from the non-State entity upon a determination of noncompliance; and suspending payments to the non-State entity until the non-State entity is in compliance.

b. Pursuant to 09 NCAC 03M .0703(11), the Parties may terminate this Agreement with 60 days' notice by mutual consent, or as otherwise provided by law. Pursuant to 09 NCAC 03M .0703(13), unexpended grant funds shall revert back to the Board upon termination of the Agreement, unless otherwise provided by applicable laws, rules, regulations or orders.

c. However, no termination of this Agreement or the Grant (i) removes Grantee's liability regarding any Grant Funds improperly expended (including the Board's enforcement abilities to recover such funds); or (ii) removes Grantee's existing and continued obligations and liabilities with respect to Grant Funds already properly expended (including the Board's enforcement abilities).

18. Entire Agreement. This Agreement supersedes all prior agreements between the 911 Board and Grantee; and expresses the entire understanding of the Parties with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to a writing signed by both Parties.

19. Grantee Representation and Warranties. Grantee hereby represents and warrants that:

a. Grantee is duly organized and validly existing as a unit of local government under the laws of the State of North Carolina.

b. This Agreement constitutes a binding obligation of Grantee, enforceable against it in accordance with its terms. The execution and delivery of this Agreement have been duly authorized by all necessary action on the part of Grantee and does not violate any applicable organizational documents of Grantee, or any agreement or undertaking to which it is a party or by which it is bound.

c. Grantee shall allocate such further and sufficient funds to complete the project in a manner consistent with this Agreement and the Grant Application.

d. There is no action, suit, proceeding, or investigation at law or in equity or before any court, public board or body pending, or to Grantee's knowledge, threatened against or affecting it, that could or might adversely affect the Project or any of the transactions contemplated by this Agreement or the validity or enforceability of this Agreement or Grantee's ability to discharge its obligations under this Agreement.

e. All consents or approvals necessary from any governmental authority as a condition to the execution and delivery of this Agreement have been obtained by Grantee. Grantee shall provide the 911 Board with evidence of the existence of all such contracts at the time of the execution of this Agreement. Grantee will provide written assurances from the County confirming that funding contingencies identified in the Grant Application are waived and that all such parties agree that grant funding is sufficient for the purposes and scope of the Grant.

f. The Grantee will notify the 911 Board Executive Director of any significant problems relating to the administrative or financial aspects of the award, such as: misappropriation of funds; use of 911 Funds for non-eligible expenses; or placement or retaining 911 funds in any account other than the Emergency System Telephone Fund.

g. Grantee certifies that it has complied with N.C. Gen. Stat. §§14-234 and 133-32 and shall continue to require compliance for itself and any vendors, contractors or other third parties during the term of this Agreement. Any violations of G.S. §14-234(f) shall be reported to the Board's Executive Director within ten (10) days of Grantee learning of such violation.

20. Performance Measures. Grantee shall ensure that its contracts with third parties include performance measures that provide remedies ensuring protection of the Grant Funds, any matching funds or funds from other sources, and that secure completion of this Agreement consistent with the time and budget for the Project. Specific measures are within the discretion of Grantee, and Grantee shall consider including measures including one or more of the following:

a. Requiring terminated vendors to provide costs of cover for replacement goods or services.

b. Termination of vendor contracts for cause and vendor's forfeiture of rights to payment.

c. Grantee's ownership, or free use, of all planning materials, estimates, drafts, plans, drawings and similar items or information produced by Grantee's vendors in the event of termination for any reason.

d. Grantee's requirement that its vendors provide contract security for their performance, including but not limited to, bonds, letters of credit, escrows of funds or other assets, or like security.

e. Terms and conditions of agreements allocating damages and setting forth limitations of liability as may be necessary or proper to ensure that any breaches or failures to perform by Grantee's vendors, as a minimum measure.

f. Acceptance testing and warranties for any and all equipment, goods and services provided by Grantee's vendors of sufficient duration and measurement to ensure performance consistent with 911 center operations.

21. Subcontracting. Grantee shall not subcontract any of the work contemplated under this contract without obtaining prior written approval from the 911 Board. Any approved subcontract shall be subject to all conditions of this Agreement. Only the subgrantees specified in the Grant Application are to be considered approved upon award of the contract. Grantee shall be responsible for the performance of any subgrantee and shall require all subgrantees to comply with the provisions of the grant award, including this Agreement. Grantee shall be responsible for the performance of any subgrantee.

a. Grantee shall ensure that any subgrantee provides all information necessary or proper to ensure compliance with this Agreement and the timely completion of the Project.

b. The Grantee shall provide all necessary personnel, equipment, and facilities required to implement the work as stated in the Grantee's Grant Application and subsequently approved project schedules, budgets and project scope identified herein, in accordance with the stated objectives, goals, results, standards, and deliverables.

22. Excusable Delay (Force Majeure). Neither party shall be liable for any failure or delay in performing any of its obligations under this Agreement that is due to causes beyond its reasonable control, such as, but not limited to, acts of God, earthquakes and other natural catastrophes, governmental acts, shortages of supplies, riots, war, fire, epidemics, delays in common carriers, labor strikes or other difficulties or circumstances beyond its reasonable control. Grantee shall notify the 911 Board promptly of any factor, occurrence or event that comes to its attention that may affect or delay Grantee's ability to perform any of its other obligations hereunder. The obligations and rights of the excused party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.

23. Dispute Resolution. The Parties agree that it is in their mutual interest to resolve disputes informally. A claim by Grantee shall be submitted in writing to the 911 Board for decision. A claim by the 911 Board shall be submitted in writing to Grantee for decision. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Agreement. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Agreement, or at law; or invite the other party to submit the matter to mediation. If both Parties agree to submit the matter to mediation, the following actions shall be taken:

a. Each Party shall recommend a mediator certified by the N.C. Courts after first determining that the recommended mediator, and said mediator's firm, if any, have no

conflict or prior knowledge of the matter to be resolved, and no prior work for or against either Party,

b. The recommended mediators must have knowledge of the general subject matter of the FCC 911 laws, regulations and 911 practices,

c. The recommended mediators must be able to execute and deliver a satisfactory confidentiality and non-disclosure agreement if information exempt from disclosure under N.C. Gen. Stat. §132-1, *et seq*. is relevant or material to the matter to be resolved,

d. Recommended mediators and their respective contact and qualification information shall be exchanged within five (5) days to each party as provided in Paragraph **Error! Reference source not found.** below following the agreement to mediate,

e. Unless the Parties mutually agree to select a particular mediator, the selection of a mediator shall be determined by the Mediator's earliest available date to initiate mediation. Any agreement to mediate shall require the Parties to appear and mediate the matter in good faith in accordance with the schedule and calendar established by the Mediator, and

f. Provided, however, that this term shall not constitute an agreement by either Party to mediate or arbitrate any dispute; and that any agreement to mediate may be revoked or terminated without penalty therefor if so advised by the N.C. Attorney General.

24. Special Provisions and Conditions.

a. The 911 Board may request from Grantee certain information that will assist 911 Board with evaluation of the short and long-range impact of its programs. Grantee recognizes that such requests may occur after termination of this Agreement and agrees, to the extent possible, to provide such information as requested.

b. If the 911 Board finds that Grantee has used Grant Funds for an unauthorized purpose, or in a manner not agreed and approved as provided in this Agreement, the Board shall report such findings to the Attorney General, The Office of State Budget and Management, the Office of the State Auditor, the Local Government Commission, and the Office of the State Controller, as may be required by applicable law and regulations. Funds shall not be disbursed to Grantee if the Grantee fails to comply with the reporting requirements of this Agreement.

c. Nondiscrimination. Grantee agrees not to discriminate by reason of age, race, religion, color, sex, national origin, or handicap related to the activities of this Agreement.

d. Conflict of Interest. Grantee certifies that to the best of its knowledge no employee or officer of Grantee has any pecuniary interest in the business of the 911 Board or of the Project, and that no person associated with Grantee has any interest that would conflict in any manner with the performance of the Agreement.

e. Order of Precedence. To the extent of any conflict between this Agreement, including the Exhibits comprising Grantee's Grant Application and supporting documents and Reporting Schedule, such conflicts shall be resolved by first referring to this Agreement, followed serially by the Reporting Schedule, Grant Application, and lastly by other subordinate documents in reverse order to their adoption.

f. Compliance with Laws. Grantee shall at all times observe and comply with all laws, ordinances, and regulation of the state, federal and local governments which may in any manner affect the performance of the Agreement.

g. Non-Assignability. Grantee shall not assign any interest in the Agreement and shall not transfer any interest in the same without prior written consent of the 911 Board; provided, however, that claims for money due to Grantee from the 911 Board under this Agreement may be assigned to any commercial bank or other financial institution without such approval.

h. Personnel. Grantee represents that is has, or will secure at its own expense, all personnel required to carry out and perform the scope of services required under this Agreement. Such personnel shall be fully qualified and shall be authorized under state and local law to perform such services.

i. Future Cooperation. The Board and Grantee agree to cooperate fully with one another, to execute any and all supplementary documents and/or agreements that may be necessary or helpful to give full force and effect to the terms of this Agreement and to the Parties' intentions in entering this Agreement.

j. Unauthorized Aliens. No costs incurred as a result of work performed by unauthorized aliens shall be eligible for reimbursement by Grant Funds. As such, in submitting a reimbursement request to the Board for payment, Grantee shall be required to certify to the Board that the expenses for which reimbursement is sought were not incurred as a result of work performed by unauthorized aliens. Contracts awarded by the Grantee that are funded by this Grant shall require Grantee's Vendor(s) and each of its subcontractors comply with the E-Verify requirements of G.S. Chapter 64, Article 2.

25. Intellectual Property Rights. All documents, data, databases, maps, compilations and other works produced by Grantee or any subgrantee under this Agreement shall be considered either Works for Hire under applicable copyright law, or as public records, and neither Grantee nor any subgrantee shall have any property rights of ownership in such works.

26. Confidential Information. The Parties acknowledge and agree that each is subject to the N.C. Public Records Act, which is set forth in N.C. Gen. Stat. §132-1, *et seq.* The Parties further acknowledge and agree that other standards of confidentiality may apply to information made or received during the performance of this Agreement. Such information may include proprietary information of a third party. Prior to accepting any proprietary information, the receiving Party shall ensure that an appropriate and acceptable non-disclosure agreement (NDA) is prepared. Any NDA shall ensure:

a. That the Proprietary Information is protected as permitted by applicable law,

b. That the Proprietary Information is available and accessible to all persons as may be necessary to complete the purposes of this Agreement, and

c. That the Proprietary Information is clearly marked as such.

27. Proprietary Information: Proprietary information shall be subject to the N.C. Public Records Act, which is set forth in N.C. Gen. Stat. 132-1, *et seq.* Grantee shall ensure that any third party is encouraged to review the applicable Statutes prior to submitting any information or documentation believed to be proprietary.

a. 911 Board may maintain the confidentiality of certain types of information described in N.C. Gen. Stat. §143B-1412 and §132-1, *et seq*. Such information may include trade secrets defined by N.C. Gen. Stat. §66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132-1.2.

b. Grantee may permit third parties to designate appropriate portions of reports, data, and other deliverables as confidential, consistent with and to the extent permitted under the statutes set forth above, by marking the top and bottom of pages containing confidential information with a legend in boldface type "**CONFIDENTIAL.**" By so marking any page, any disclosing party warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors that the portions marked confidential meet the requirements of the Statutes set forth above.

c. The 911 Board may serve as custodian of confidential information and not as an arbiter of claims against any party's assertion of confidentiality. If an action is brought pursuant to N.C. Gen. Stat. §132-9 to compel disclosure information marked confidential, the disclosing party agrees that it will intervene in the action through its counsel and participate in defending the 911 Board, including any public official(s) or public employee(s). The 911 Board agrees to promptly notify Grantee in writing of any action seeking to compel the disclosure of a third party's confidential information. The 911 Board shall have the right, at its option and expense, to participate in the defense of the action through its counsel. The 911 Board shall have no liability to Grantee or any third party with respect to the disclosure of confidential information ordered by a court of competent jurisdiction pursuant to N.C. Gen. Stat. §132-9 or other applicable law; nor by disclosure of unmarked information or information that is publicly known.

28. Notice. All notices required or permitted to be delivered hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered by one or more of the following: by email, which the parties agree is the preferred method for delivery, or when deposited in the United States mails, first class, postage prepaid and properly addressed, as follows:

If to the 911 Board:

Attn: L. V. Pokey Harris, Executive Director
N.C. 911 Board
P.O. Box 17209
Raleigh, NC 27609

Ph: 919-754-6621
E-Mail: pokey.harris@nc.gov

If to Grantee:

Attn: Ronald Rombs
Communications Director
2345 Morganton Blvd SW
Lenoir, NC 28645

Ph: (828) 426-8355
E-Mail: rrombs@caldwellcountync.org

or addressed to such other address or to the attention of such other individual as the 911 Board or Grantee shall have specified in a notice delivered pursuant to this Subsection.

29. Construction. This Agreement shall be construed and governed by the laws of the State of North Carolina. The place of this Agreement, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation, and enforcement shall be determined. The Parties agree and submit, solely for matters relating to this contractual Agreement, to the jurisdiction of the courts of the State of North Carolina and stipulate that Wake County shall be the proper venue for all matters.

30. **This Agreement will expire and Grant Funds will be deobligated if the Agreement is not signed and returned to the 911 Board for countersignature no later than one hundred twenty (120) days from the date it was sent to Grantee**.

IN WITNESSETH WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

Caldwell County

By:_____

Title:_____

Date: _____

ATTEST: _____

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

By: _____

Chief Finance Financial Officer

N.C. 911 Board

By:_____

Title:_____

Date: _____

Exhibit A
Reporting Schedule

Grantee shall report the following to the Board, by providing information to the Executive Director:

1. Grantee's contracts shall include performance measures and acceptance testing criteria to ensure that the equipment and services meet the operational and technical requirements of the 911 center. Grantee shall provide copies of contracts, purchase orders and invoices for any equipment or services for which Grant Funds will be expended, including direct disbursements to subgrantees, if any. Such items shall be reported to the Executive Director in a timely manner to ensure prompt payment for any authorized invoices.
2. Progress Reports or assessments that demonstrate the success, or lack thereof, of the Project. The progress reports shall include activities and actions within the Scope of Project (Section 2), Project Schedule (Section 6), any changes in the governance proposed in the Grant Application (Section 3), achievement or progress regarding PSAP transitions to the new facility, priorities identified in the Grant Application and the following information: a comparison of actual accomplishments to the goals and objectives described in the Grant Application as such are established for the period and any significant findings; reasons why established goals were not met, if applicable; and other pertinent information including, where appropriate, analysis and explanation of cost overruns or projected changes in time or funding needed for completion of project objectives.
3. A general project timeline of milestones is listed herein or incorporated herein and shall be revised consistent with progress reports and budgets for the Caldwell County PSAP.
4. Monthly Reports: The Grantee shall provide monthly reporting of contracts, purchase orders and other financial matters identified in Exhibit A Paragraph 1 above. These monthly reports shall be delivered beginning on the 5th day of the month after execution of this Agreement and continue thereafter on the fifth day of each month for the term of the Agreement.
    a. The Grantee shall submit one copy of each report via email in PDF format to the Executive Director and the PSAP's assigned Regional Coordinator.
    b. The Grantee shall appear and provide presentations to the 911 Board during the term of this Agreement upon request of the 911 Board.
5. Interim Reports: Between the required reporting dates, events may occur which have significant impact upon the project or program. In such cases, the Grantee shall inform the 911 Board as soon as the following types of conditions become known:
    a. Problems, delays, or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work. This disclosure shall be accompanied by a statement of the action taken or contemplated, and any federal or other assistance needed to resolve the situation.
    b. Favorable developments or events that enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.
    c. Interim reports shall be delivered not less than annually.

6. Final Project Report
    a. The Grantee shall submit one copy of the final project report via email in PDF format to the Executive Director and the PSAP's assigned Regional Coordinator within 45 days after the end of the project period.
    b. The final project report shall document and summarize the results of the work. It shall include detailing the activities, expenditures of the funds, and the ways in which the needs identified in the Grant Application were met. The final report shall be submitted within 45 days after the end of the project period and shall be accompanied by supporting documentation for all expenditures of the Grant Funds.
    c. The Grantee shall submit at the same time of the final report the final invoices to be reimbursed. The Grantee agrees that final invoices shall not be reimbursed by the Board until the final report is received and approved as meeting the requirements of Rule 09 NCAC 06C .0405(c).
7. Budgets and/or budget projections for subsequent years, as may be developed during the term of this Agreement, illustrating financial support to update and maintain the Project equipment.
8. Timeline of Project Work:

Task	**Date of Completion**
Contract with consulting firm for project management	March 31, 2025
Contract with construction firm	April 30, 2025
Develop Technology Schedule	September 30, 2025
Develop and Publish Required Procurement Documents for Technology	January 31, 2026
Develop Migration/Transition Plan	June 30, 2026
Procure Equipment and Infrastructure for the 911 facility	September 30, 2026
Complete construction of the 911 facility	September 30, 2026
Install Infrastructure and Technology in Alignment with Construction Requirements	December 31, 2026
Conduct final inspections and approvals; conduct 30-day burn-in	March 31, 2027

Transition 911 operations to the new PSAP, including monitoring all systems post-cutover and conduct staff training related to the grant	April 30, 2027
Grant Closeout	May 31, 2027

Exhibit B
Grant Application

Grantee's Grant Application is incorporated by reference.

Grant Execution Checklist

Upon Receipt of the Email with the Agreement Attached:

☐Note the deadline for returning the signed Agreement that is set forth in that email.

☐Read the entire draft Agreement including the Scope of Project in Item 2. Please note that after the Agreement is executed, the scope of the project cannot be changed.

☐Circulate the draft Agreement to whomever is appropriate in the jurisdiction for review.

☐If the Agreement must be approved by the City/Town Council or County Board of Commissioners, schedule that review in a timeline that allows the PSAP to meet the deadline for returning the signed Agreement.

To Execute the Agreement:

Do **NOT** use DocuSign.

Do **NOT** insert the date on the first page of the Agreement – that will be inserted by Board staff when returned for countersignature.

☐ Have the County/City/Town Manager sign the document and complete the attestation.

☐ Have the Finance Officer (or the Deputy Finance Officer who has been approved by the locality) conduct the preaudit required by G.S. 159-28.

☐ Once the signatures and attestation have been completed, return the signed Agreement as a PDF by responding "Reply All" to the **original email** that Board staff used to send the Agreement to the PSAP.

ESTABLISHMENT OF THE
911 BOARD GRANT FOR COMM CENTER
PROJECT ORDINANCE

WHEREAS, the state of North Carolina has made funding available for this project.

WHEREAS, Caldwell County has a need to construct a new communications center.

NOW, THEREFORE, BE IT RESOLVED by the Caldwell County Board of Commissioners that:

Section 1. The governing board hereby creates a project fund for the purpose of administering the Grant for phase two of the construction of a new emergency communications center.

Funding Sources:	
Other Grants	$2,659,312.07
Expenditures:	
Construction	$2,659,312.07

Section 2. The fund will remain operational until completion of the project and the disbursement of all project funds.

Section 3. The project shall be effective December 2, 2024.

Adopted December 2, 2024

ATTEST:

Abby Rich	Randy Church
Clerk to the Board	Chairman

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
December 2, 2024	Emergency Services	

AGENDA ITEM # 11

Duke Energy Foundation Grant for Rescue Equipment

BACKGROUND

The County has been awarded at grant for $25,000 from the Duke Energy Foundation. The grant is to be used to purchase rescue equipment.

RECOMMENDED MOTION

Approve Budget Revision

BUDGET IMPACT

100% grant fund with no local dollars

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Budget Revision Duke Energy Grant

Budget Revision # _____

Item No. _____

Date: _____

Caldwell County Board of Commissioners

BUDGET REVISION

Subject:

Background and explanation for the Budget Revision:
This budget revision allows the county to accept and spend a grant from the Duke Energy Foundation to purchuse rescue equipment.

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
10.4602.330000	Other Grants	I	$	25,000.00
Total				**25,000.00**

Line Item #	Title	I/D		Amount
10.4602.452000	Non Cap Equipment	I	$	25,000.00
Total				**25,000.00**

Attachments (Yes or No): No
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
			11/18/24		

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
December 2, 2024	Administration	

AGENDA ITEM # 12

Supporting Blue Ridge Parkway Repairs

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Resolution Supporting Blue Ridge Parkway Repairs

RESOLUTION
23-24

SUPPORTING FUNDING FOR REPAIRS AND STRATEGIC IMPLEMENTATION OF BLUE RIDGE RISING ALONG THE BLUE RIDGE PARKWAY

WHEREAS, the Blue Ridge Parkway traverses 469 miles from Afton Mountain in Virginia to the Qualla Boundary in North Carolina and unites these two states' unique mountain cultures and identities with a world-renowned national park that celebrates the places, communities, and people along the Parkway; and

WHEREAS, the Blue Ridge Parkway is the most-visited unit of the national park system, attracting nearly seventeen million visitors each year and contributing significantly to the local and regional economies in Virginia and North Carolina; and

WHEREAS, the Parkway generates approximately $1.4 billion in visitor spending and $1.8 billion in total economic output for the 1,799,000 residents of the surrounding corridor of twenty-nine counties, seven independent Virginia cities, and numerous municipalities in North Carolina and Virginia, including the towns of Buchanan, Fincastle, and Troutville in Botetourt County; and

WHEREAS, the Blue Ridge Parkway Foundation serves as the sole official philanthropic partner to the Blue Ridge Parkway, advocating for necessary funding and resources for the Parkway's maintenance, preservation, and community engagement; and

WHEREAS, the Blue Ridge Rising strategic plan provides a roadmap for the sustainable management and enhancement of the Parkway, ensuring that it continues to serve as a vital resource for environmental education, recreation, tourism, and community connection; and

WHEREAS, Tropical Storm Helene has caused catastrophic damage and loss of life for several communities in western North Carolina and southwest Virginia, including those communities adjacent to the Parkway; and

WHEREAS, repairs are critical to preserving the safety and accessibility of the Parkway and its adjacent communities, which is essential for their economic wellbeing; and

WHEREAS, collaboration among local, state, and federal governments is critical in this response and imperative to secure the necessary funding and policies that will sustain and benefit the communities surrounding the Blue Ridge Parkway; and

WHEREAS, the establishment of a coalition composed of elected officials and community representatives will enhance advocacy efforts and foster a unified regional voice for the Blue Ridge Parkway corridor.

NOW, THEREFORE, BE IT RESOLVED that the Caldwell County Board of Commissioners endorses and supports the following:

1. **Funding for Repairs**: Urging state and federal governments to prioritize and allocate funding for repairs along the Blue Ridge Parkway to ensure its continued safety and accessibility;
2. **Implementation of the Blue Ridge Rising Strategic Plan**: Advocating for the full funding and implementation of the Blue Ridge Rising Strategic Plan to enhance visitor experience, preserve natural resources, and promote sustainable tourism along the Parkway;
3. **Collaboration and Support**: Calling upon local, state, and federal officials to collaborate with the Blue Ridge Parkway Foundation and other stakeholders to secure resources and policies that benefit the Parkway and its surrounding communities; and
4. **Coalition Creation**: Supporting the formation of a coalition of elected officials and community representatives dedicated to advocating for the Blue Ridge Parkway, ensuring that the needs and voices of the communities along the corridor are effectively represented.
5.

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to relevant local, state, and federal entities, as well as the Blue Ridge Parkway Foundation, to demonstrate our unified support for the Parkway and its vital role in our communities.

Adopted this 2nd day of December, 2024.

_____
Randy T. Church, Chairman

Attest: _____
Abby Rich, County Clerk

Board of Commissioners Meeting

Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
December 2, 2024	Sheriff's Office	

AGENDA ITEM # 13

Sheriff's Office- Purchase of Robot

BACKGROUND

See attachment

RECOMMENDED MOTION

Approve Budget Revision

BUDGET IMPACT

Uses Asset Siezure Funds, no local dollars

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Budget Revision Sheriff Robot Purchase

ic

Budget Revision # _____

Item No. _____

Caldwell County Board of Commissioners

BUDGET REVISION

Board Meeting: DEC 2nd, 2024

Subject: Robotic Gas Delivery System

Background and explanation for the Budget Revision:
To cover the purchase of a robotic delivery system,
This request requires no local funds

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

SUPPLEMENTAL APPROPRIATION

Revenue	Increase		**Expenditures:**	Increase	
Line Item #	Title	Amount	Line Item #	Title	Amount
104314-331100	Asset Seizure Funds	$ 18,000.00	104311-451000	Capital Equipment	$ 18,000.00
Total		**18,000.00**	**Total**		**18,000.00**

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: No Local Funds

Department Head	Finance Director	Date	County Manager	Date
Kevin H. Bean 11/22/2024		11/22/24		

Caldwell County

AGENDA ITEM SUMMARY

Submitter: Sheriff Kevin Bean

Meeting Date: 12/2/2024

Agenda Section:

Department: Sheriff

Suggested Motion(s):

SUMMARY: To cover the cost of Robotic Gas Delivery System.

Budget Impact: No Budget Impact

Is this expenditure approved in the current fiscal year budget? No

If no, describe how it will be funded.

This request requires no local funds as the Assets Seizure funds (104314-331100) will cover the cost of robotic gas delivery system. The total cost for the camera is $18,000.00

ATTACHMENTS: See Attached Request

TRANSCEND
ROBOTICS

QUOTE

Caldwell County
Lenoir, NC
United States

Reference: 20240710-165607184
Quote created: July 10, 2024
Quote expires: July 17, 2024
Quote created by: Eric Habeeb
Head of Local and State Law Enforcement
eric@transcendrobotics.com

Comments from Eric Habeeb

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
Hot Gas Delivery System - Flame Concealing Burn Safe x 1 - Thermally Protected Mount x 1 - Thermally Protected Motor Collar x 1 - Metal Clamp x 2 - Linear Pull Carabiner x 1 - Carabiner Cover x 1 - Mount 4S Battery x 2 - Set and Forget Dual Channel Battery Charger x 1 - Banana Plug Charge Lead Adapter x 2 - Dual Charger Balance 4S Pad x 2 - Frog Lubricant x 1 - AA Battery x 4 - Remote Transmitter x 1 - Red Safety Cover x 1 - Transmitter Antenna x1	HG-010	1	$18,000.00	$18,000.00

One-time subtotal	$18,000.00
Shipping to Caldwell County, NC	$291.55
Caldwell County NC Tax (6.75%)	$1,215.00
Total	**$19,506.55**

Purchase Terms

Payment due before shipment.

Questions? Contact me

Eric Habeeb
Head of Local and State Law Enforcement
eric@transcendrobotics.com

Transcend Robotics
517 Fourth Ave.
STE #401
San Diego , CA 92101
United States

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
December 2, 2024	Sheriff's Office	

AGENDA ITEM # 14

Sheriff's Office- Acceptance of Gary Sinise Foundation Grant

BACKGROUND

In May the Sheriff's Office applied for the Gary Sinise Foundation for 2- four-wheelers. CCSO was notified that it had received the grant, and the Foundation would be purchasing the Sheriff's Office two Honda 420 Ranchers. The Foundation would pay the costs directly to Honda of North Carolina so no funding would have to be transferred.

RECOMMENDED MOTION

Approval to accept the award for the Sheriff's Office.

BUDGET IMPACT

None

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
December 2, 2024	Sheriff's Office	

AGENDA ITEM # 15

Sheriff's Office- Approval of Submission for National Police Dog Grant

BACKGROUND

The National Police Dog Grant has opened up again this year. The grant is in the amount of $5,000, and we would like to submit to assist in recovering some of the money appropriated to purchase the two K9s.

RECOMMENDED MOTION

Approval to submit the grant on behalf of the Sheriff's Office.

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
December 2, 2024	Sheriff's Office	

AGENDA ITEM # 16

Sheriff's Office- Acceptance of Lenco Bearcat Award

BACKGROUND

After the Hurricane, Jim Massery contacted Lt. Dupell on behalf of Lenco. Lenco wanted to award the Sheriff's Office supplies to assist in their efforts to rescue and aid the citizens of Caldwell County. They would like to donate $1,000 worth of supplies (chainsaw, portable medical litters, dynamic rope, portable light, first aid kit, bar oil, and mixed fuel) to the Sheriff's Office. They saw the Facebook posts from the office and wanted to assist.

RECOMMENDED MOTION

Approval to accept the award.

BUDGET IMPACT

None

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
December 2, 2024	Administration	

AGENDA ITEM # 17

Sheriff's Office- Acceptance of North Carolina Community Foundation Grant

BACKGROUND

Caldwell County Sheriff's Office has been chosen to receive a grant in the amount of $2,500.00 for Kids and Cops Camp.

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
December 2, 2024	Sheriff's Office	

AGENDA ITEM # 18

Replacement of Patrol Car

BACKGROUND

A patrol car was wrecked and declared a total loss. This budget revision allows for the purchase of a replacement. The insurance check will be for $15,958.50 and the cost of the replacement including unfit, taxes and tag fees is $52,000. Much of the equipment from the wrecked car will be transferred.

RECOMMENDED MOTION

Approve Budget Revision

BUDGET IMPACT

Uses fund balance appropriation but will be partially offset by insurnace proceeds.

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Budget Revision Replace Wrecked Patrol Car
2. OC Welch Quote- Wrecked Vehicle Replacement
3. TotalLossValuation-F4C2665-001

Budget Revision # _____

Item No. _____

Date: _____

Caldwell County Board of Commissioners

BUDGET REVISION

Subject:

Background and explanation for the Budget Revision:

This budget revision allows for the replacement of a patrol vehicle that was wrecked and declared a total loss. Most of the equipment from the wrecked vehicle can be transferred to the nw vehicle but this does include $2,000 for stripes and a new light bar. It also includes funds for taxes and tag fees. The vehcile alone is $47,655

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
10.9000.397000	Fund Balance App	I	$	52,000.00	10.9000.451001.4318	Vehicles	I	$	52,000.00
Total				**52,000.00**	**Total**				**52,000.00**

Attachments (Yes or No): No

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
			11/22/24		

Prepared for: Mr. Steve Rich, Caldwell County
Lenoir, NC 28645 | Mobile: 828-217-1973
Email: strich@caudwellcountync.org
Ordering FIN Code: qb612
End User FIN Code: qb612

2025 Police Interceptor Utility AWD Base (K8A)

VIN: 1FM5K8AB9SGA19313 | Price Level: 515 | Stock No: 00T19313

Client Proposal

Prepared by:
Ocie Welch III
Office: 843-288-0101
Email: oc@ocwelchfordlincoln.com
Quote ID: calcount
Date: 11/12/2024

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Stock No: 00T19313 | VIN: 1FM5K8AB9SGA19313 | Quote ID: calcount

Mr. Steve Rich, Caldwell County
Lenoir, NC 28645 | Mobile: 828-217-1973
Email: strich@caudwellcountync.org
Ordering FIN Code: qb612
End User FIN Code: qb612

Re: Quote ID calcount 11/12/2024

Dear Mr. Rich,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

Ocie Welch III
President
843-288-0101
oc@ocwelchfordlincoln.com

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2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Stock No: 00T19313 | VIN: 1FM5K8AB9SGA19313 | Quote ID: calcount

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2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Stock No: 00T19313 | VIN: 1FM5K8AB9SGA19313 | Quote ID: calcount

Warranty

Standard Warranty

Basic Warranty

Basic warranty ..... 36 months/36,000 miles

Powertrain Warranty

Powertrain warranty ..... 60 months/100,000 miles

Corrosion Perforation

Corrosion perforation warranty ..... 60 months/unlimited

Roadside Assistance Warranty

Roadside warranty ..... 60 months/60,000 miles

Hybrid/Electric Components Warranty

Hybrid/electric components warranty ..... 96 months/100,000 miles

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Prepared for: Mr. Steve Rich
Caldwell County
Prepared by: Ocie Welch III
11/12/2024

O. C. Welch Ford | 4920 Independence Boulevard Hardeeville South Carolina | 299274334

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Stock No: 00T19313 | VIN: 1FM5K8AB9SGA19313 | Quote ID: calcount

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
K8A	Base Vehicle Price (K8A)	$49,515.00
Packages		
500A	Order Code 500A *Includes:* *- 3.73 Axle Ratio* *- GVWR: 6,840 lbs (3,103 kgs)* *- Tires: 255/60R18 AS BSW* *- Wheels: 18" x 8" 5-Spoke Painted Black Steel* *Includes polished stainless steel hub cover and center caps.* *- Unique HD Cloth Front Bucket Seats w/Vinyl Rear* *Includes reduced bolsters, 6-way power track driver seat (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar), 8-way power track passenger seat with 2-way power recline and 2-way power lumbar and built-in steel intrusion plates in both driver/passenger seatbacks.* *- Radio: AM/FM/MP3 Capable* *Includes 100 watt siren/speaker prep kit, clock, 4 speakers, 1 USB port and 8" color LCD screen center-stack smart display, supports Android Auto and Apple CarPlay and fleet telematics modem.* *- SYNC Phoenix Communication & Entertainment System* *Includes hands-free voice command support compatible with most Bluetooth connected mobile devices, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack.*	N/C
Powertrain		
99B	Engine: 3.3L V6 Direct-Injection *(136-MPH top speed). Deletes regenerative braking and lithium-ion battery pack; adds 250-amp alternator and replaces 19-gallon tank with 21.4-gallon tank.*	-$2,330.00
44U	Transmission: 10-Speed Automatic (44U)	$0.00
STDAX	3.73 Axle Ratio	Included
STDGV	GVWR: 6,840 lbs (3,103 kgs)	Included
Wheels & Tires		
STDTR	Tires: 255/60R18 AS BSW	Included
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel *Includes polished stainless steel hub cover and center caps.*	Included
Seats & Seat Trim		
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear	Included

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2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Stock No: 00T19313 | VIN: 1FM5K8AB9SGA19313 | Quote ID: calcount

As Configured Vehicle (cont'd)

Code	Description	MSRP
	Includes reduced bolsters, 6-way power track driver seat (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar), 8-way power track passenger seat with 2-way power recline and 2-way power lumbar and built-in steel intrusion plates in both driver/passenger seatbacks.	

Other Options

PAINT	Monotone Paint Application	STD
119WB	119" Wheelbase	STD
STDRD	Radio: AM/FM/MP3 Capable	Included
	Allows data to be provided to support Ford Pro telematics and data services via optional subscription, including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables optional telematics services through Ford or authorized providers via paid subscription. Subscribe at https://fordpro.com/en-us/telematics/ or call 1-833-811-FORD (3673).	
	Includes 100 watt siren/speaker prep kit, clock, 4 speakers, 1 USB port and 8" color LCD screen center-stack smart display, supports Android Auto and Apple CarPlay and fleet telematics modem.	
	Includes: *- SYNC Phoenix Communication & Entertainment System* *Includes hands-free voice command support compatible with most Bluetooth connected mobile devices, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack.*	
66A	Front Headlamp Lighting Solution	$0.00
	Recommend using ultimate wiring package (67U).	
	Includes LED low beam/high beam headlamp, wig-wag function and (2) red/blue/white LED side warning lights in each headlamp (factory configured: driver's side white/red/passenger side white/blue). Wiring and LED lights included (in headlamps only; grille lights not included). Controller not included.	
	Includes: *- Grille LED Lights, Siren & Speaker Pre-Wiring*	
66B	Tail Lamp Lighting Solution	N/C
	Call for brake lights or reverse lights overrides wig-wag flashing. Recommend using ultimate wiring package (67U).	
	Includes LED tail lamp wig-wag module (red/white - red brake lights and white reverse lights. LED lights only. Wiring and controller not included.	
66C	Rear Lighting Solution	N/C
	Recommend using ultimate wiring package (67U).	
	Includes (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) mounted to inside liftgate glass and (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open). LED lights only. Wiring and controller not included.	
67H	Ready For The Road Package	$3,800.00

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2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Stock No: 00T19313 | VIN: 1FM5K8AB9SGA19313 | Quote ID: calcount

As Configured Vehicle (cont'd)

Code	Description	MSRP
	Includes Whelen Cencom light controller head with dimmable back light, Whelen Cencom relay center/siren/amp with traffic advisor control (mounted behind 2nd row seat), light controller/relay Cencom wiring (wiring harness) with additional input/output pigtails, high current pigtail, Whelen specific WECAN cable (console to cargo area) connects Cencom to control head and grille linear LED lights (red/blue) harness. *Includes:* *- Front Headlamp Lighting Solution* *Includes LED low beam/high beam headlamp, wig-wag function and (2) red/blue/white LED side warning lights in each headlamp (factory configured: driver's side white/red/passenger side white/blue). Wiring and LED lights included (in headlamps only; grille lights not included). Controller not included.* *- Grille LED Lights, Siren & Speaker Pre-Wiring* *- Tail Lamp Lighting Solution* *Includes LED tail lamp wig-wag module (red/white - red brake lights and white reverse lights. LED lights only. Wiring and controller not included.* *- Rear Lighting Solution* *Includes (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) mounted to inside liftgate glass and (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open). LED lights only. Wiring and controller not included.* *- Rear Console Plate* *Contours through 2nd row; channel for wiring.* *- 100 Watt Siren/Speaker w/Bracket & Pigtail* *- Hidden Door-Lock Plunger* *- Rear-Door Controls Inoperable* *Locks, handles and windows. Can manually remove window or door disable plate with special tool. Locks/windows operable from driver's door switches.*	
153	Front License Plate Bracket	$0.00
21L	Front Warning Auxiliary LED Lights Recommend using ready for the road package (67H) or ultimate wiring package (67U). *Includes driver side - red/passenger side - blue.*	$580.00
43A	Rear Auxiliary Liftgate Lights Recommend using ready for the road package (67H) or ultimate wiring package (67U). *Includes red/blue LED lights; located beneath liftgate glass in applique panel. LED lights only. Wiring and controller not included.*	$400.00
63L	Rear Quarter Glass Side Marker LED Lights Recommend using ready for the road package (67H) or ultimate wiring package (67U). *Includes driver side - red/passenger side - blue. LED lights only. Wiring and controller not included.*	$580.00
96T	Rear Spoiler Traffic Warning LED Lights Recommend using ready for the road package (67H) or ultimate wiring package (67U) (when not ordering the interior upgrade package (65U)). Rear console plate no longer required; can be ordered with interior upgrade package (65U).	$1,500.00

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2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Stock No: 00T19313 | VIN: 1FM5K8AB9SGA19313 | Quote ID: calcount

As Configured Vehicle (cont'd)

Code	Description	MSRP
	Fully integrated in rear spoiler for enhanced visibility. Provides red/blue/amber directional lighting - fully programmable.	
63B	Side Marker LED Sideview Mirrors	$340.00
	Recommend using ready for the road package (67H) or ultimate wiring package (67U).	
	Includes driver side - red/passenger side - blue. Located on exterior mirror housing. LED lights only. Wiring and controller not included.	
51R	Driver Only LED Bulb Spot Lamp (Unity)	$400.00
52P	Hidden Door-Lock Plunger	N/C
	Includes: *- Rear-Door Controls Inoperable* *Locks, handles and windows. Can manually remove window or door disable plate with special tool. Locks/windows operable from driver's door switches.*	
68G	Rear-Door Controls Inoperable	$0.00
	Locks, handles and windows. Can manually remove window or door disable plate with special tool. Locks/windows operable from driver's door switches.	
85R	Rear Console Plate	Included
	Contours through 2nd row; channel for wiring.	
18X	100 Watt Siren/Speaker w/Bracket & Pigtail	N/C
Emissions		
425	50-State Emissions System	$0.00
	Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.	
Exterior Color		
UM_01	Agate Black	N/C
Interior Color		
9W_01	Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear	N/C
Additional Options		
W19	119 INCH WHEELBASE	N/C
TC4	P255/60R18 A/S BSW TIRES	N/C

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2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Stock No: 00T19313 | VIN: 1FM5K8AB9SGA19313 | Quote ID: calcount

As Configured Vehicle (cont'd)

Code	Description	MSRP
OPTADJ	Option Adjustment	$0.00
MISC1	Miscellaneous Charges	$0.00
B4A	NET INVOICE FLEET OPTION (B4A)	N/C
ADJ1	FORD FLEET SPECIAL ADJUSTMENT	$0.00
A35	CLASS E 6001-7000 LBS.	N/C
68B	PERIMETER ALERT	N/C
65G	WHEEL HUB CAPS	N/C
64F	18" BLACK-PAINTED STEEL WHEEL	N/C
621	JOB #1 ORDER	N/C
61R	CONFIG AUDIO CTRLS LESS VOICE	N/C
60A	Grille LED Lights, Siren & Speaker Pre-Wiring	N/C
58V	FM STEREO	N/C
576	TRI-ZONE ELEC TEMP CONTROL	N/C
55F	KEYLESS ENTRY - 4 FOBS	N/C
54Z	POWER MIRROR/BLIND SPOT/HEATED	N/C
52X	AUTO START-STOP REMOVAL	N/C
52T	CLASS IV TRAILER TOW PACKAGE	N/C
47A	POLICE ENGINE IDLE FEATURE	N/C
43D	COURTESY LAMP DISABLE	N/C
19K	H8 AGM BATTERY	N/C
17T	CARGO DOME LAMP -RED/WHITE	N/C
17A	AUX CLIMATE CONTROL	N/C

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Stock No: 00T19313 | VIN: 1FM5K8AB9SGA19313 | Quote ID: calcount

As Configured Vehicle (cont'd)

Code	Description	MSRP
SUBTOTAL*		$54,785.00
Destination Charge		$1,595.00
TOTAL		$56,380.00

***IMPORTANT!** Under certain conditions, such as units with special orders (VSO) or other unique configurations (such as Stripped Chassis), the vehicle may load into AccuQuote differently than what was originally configured and produced. Dealer: Pricing and vehicle configuration should be validated via Invoice or a different source before customer quoting.

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Steve Rich
Caldwell County
Prepared by: Ocie Welch III
11/12/2024

O. C. Welch Ford | 4920 Independence Boulevard Hardeeville South Carolina | 299274334

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Stock No: 00T19313 | VIN: 1FM5K8AB9SGA19313 | Quote ID: calcount

Pricing Summary - Single Vehicle

	MSRP
Vehicle Pricing	
Base Vehicle Price	$49,515.00
Options	$5,270.00
Colors	$0.00
Upfitting	$0.00
Fleet Discount	$0.00
Fuel Charge	$0.00
Destination Charge	$1,595.00
Subtotal	$56,380.00

Pre-Tax Adjustments

Code	Description	MSRP
caldwell	caldwell	-$8,725.00
Total		$47,655.00

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

MARKET VALUATION REPORT

Prepared for TRAVELERS

REPORT SUMMARY

CLAIM INFORMATION

Owner	Callwell County Lenoir, NC 28645
Loss Unit	Police 2019 Ford EXPLORER POLICE AWD 6cyl. 3.7l Sport Utility Vehicle
Loss Unit Type	SPECIALTY VEHICLES
Loss Incident Date	10/07/2024
Claim Reported	11/07/2024

INSURANCE INFORMATION

Report Reference Number	121948858
Claim Reference	F4C2665001
Adjuster	Rosenberger
Appraiser	Folds, Bryan
Odometer	70,755
Last Updated	11/07/2024 11:53 AM

VALUATION SUMMARY

Base Value	**$ 16,375.00**
Adjusted Value	**$ 16,375.00**
Tax (3%) Tax reflects applicable state, county and municipal taxes.	+ $ 491.25
License Fee	+ $ 92.25
Deductible	- $ 1,000.00
Total	**$ 15,958.50**

The total may not represent the total of the settlement as other factors (e.g. license and fees) may need to be taken into account.

The CCC ONE® Market Valuation Report reflects CCC Intelligent Solutions Inc.'s opinion as to the value of the loss unit, based on information provided to CCC by TRAVELERS.

BASE VALUE

This is derived from comparable unit(s) available or recently available in the marketplace at the time of valuation, per our valuation methodology described on the next page.

Inside the Report

Valuation Methodology..... 2
Loss Unit Information..... 3
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VALUATION METHODOLOGY

How was the valuation determined?



CLAIM INSPECTION

TRAVELERS has provided CCC with the zip code where the loss unit is garaged, loss unit VIN, mileage/hours, options and additional equipment, as well as loss unit condition, which is used to assist in determining the value of the loss unit.



DATABASE REVIEW

CCC maintains an extensive database of units that currently are or recently were available for sale in the U.S. This database includes units advertised for sale by dealerships or private parties. All of these sources are updated regularly.



SEARCH FOR COMPARABLES

When a valuation is created the database is searched and comparable units are selected. On current year units, new units for sale at the time of the valuation may have been used. The zip code where the loss unit is garaged determines the starting point for the search. Comparable units are similar to the loss unit based on relevant factors. If a sufficient number of comparable units cannot be located, CCC may also obtain dealer quotations for a unit with attributes as reported by the insurer.



CALCULATE VALUATION

Adjustments to the price of the selected comparable units are made to reflect differences in attributes, including mileage/hours, options, additional equipment, refurbishments, after factory equipment, and condition. Dollar adjustments are based upon market research. Finally, the Base Value is the straight average of the adjusted values of the comparable units. Due to the unique nature of the loss units valued in the Commercial and Recreational Vehicle division, a valuation specialist handles each request individually.

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LOSS UNIT INFORMATION

LOSS UNIT DETAILS

Location	Lenoir , NC 28645
VIN	1FM5K8AR4KGA28725
Year	2019
Make	Ford
Model	EXPLORER POLICE AWD
Drivetrain	4X4

LOSS UNIT CONDITION

	Condition
Overall Rating	Average

Vehicles sold in the United States are required to have a manufacturer assigned Vehicle Identification Number(VIN). This number provides certain specifications of the vehicles .

Please review the information in the Loss Unit Information Section to confirm the reported mileage and condition, and to verify that the information accurately reflects the options, additional equipment, refurbishments or other aspects of the loss unit that may impact the value.

TRAVELERS uses condition inspection guidelines to determine the condition of the loss unit prior to the loss. The guidelines describe physical characteristics for the loss unit, for the condition selected based upon age. Inspection Notes reflect observations from the appraiser regarding the loss unit's condition.

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LOSS UNIT EQUIPMENT

CT - Transmission	AUTOMATIC TRANSMISSION	✓
	4 WHEEL DRIVE	✓
PO - Power	POWER STEERING	✓
	POWER BRAKES	✓
	POWER WINDOWS	✓
	POWER LOCKS	✓
	POWER MIRRORS	✓
	POWER DRIVER SEAT	✓
	POWER ADJUSTABLE PEDALS	✓
IS - Seats/Interior	BUCKET SEATS	✓
	CLOTH SEATS	✓
	RECLINING/LOUNGE SEATS	✓
CS - Convenience	AIR CONDITIONING	✓
	DUAL MIRRORS	✓
	INTERMITTENT WIPERS	✓
	TILT WHEEL	✓
	CRUISE CONTROL	✓
	REAR DEFOGGER	✓
	MESSAGE CENTER	✓
	STEERING WHEEL TOUCH CONTROLS	✓
	REAR WINDOW WIPER	✓
	OVERHEAD CONSOLE	✓
CR - Radio	AM RADIO	✓
	FM RADIO	✓
	STEREO	✓
	SEARCH/SEEK	✓
CW - Wheels	STYLED STEEL WHEELS	✓
SS - Safety	AIR BAG (DRIVER ONLY)	✓
	PASSENGER AIR BAG	✓
	ANTI-LOCK BRAKES (4)	✓
	4-WHEEL DISC BRAKES	✓
	TRACTION CONTROL	✓
	STABILITY CONTROL	✓
	FRONT SIDE IMPACT AIR BAGS	✓

To the left is the equipment of the loss unit that TRAVELERS provided to CCC.

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LOSS UNIT EQUIPMENT

OP - Other	HEAD/CURTAIN AIR BAGS	✓
	BACKUP CAMERA	✓
	PARKING SENSORS	✓
	PRIVACY GLASS	✓
	REAR SPOILER	✓
	CLEARCOAT PAINT	✓

ADDITIONAL EQUIPMENT

	Push Bumper	✓

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COMPARABLE UNITS

	Loss Unit	Comp 1	Comp 2
Price		$16,350	$13,995
Year/Make/Model	2019 Ford EXPLORER POLICE AWD Police Interceptor	2019 Ford EXPLORER POLICE AWD	2018 Ford EXPLORER POLICE AWD Police Interceptor
Trim	Police Interceptor		Police Interceptor
Odometer	70,755	45,089	101,912
Configuration			
Model Description	3.7L	3.7L	3.7L
Body Type	SPORT UTILITY VEHICLE	SPORT UTILITY VEHICLE	SPORT UTILITY VEHICLE
Drivetrain	4X4	4X4	4X4
Engine Cylinder	6	6	6
Options			
PP - Power Adjustable Pedals	✔	✔	✔
DG - Head/Curtain Air Bags	✔	✔	✔
TW - Tilt Wheel	✔	✔	✔
PS - Power Steering	✔	✔	✔
TX - Traction Control	✔	✔	✔
PW - Power Windows	✔	✔	✔
FM - FM Radio	✔	✔	✔
PX - Backup Camera	✔	✔	✔
DM - Dual Mirrors	✔	✔	✔
DT - Privacy Glass	✔	✔	✔
BS - Bucket Seats	✔	✔	✔
SE - Search/Seek	✔	✔	✔
MC - Message Center	✔	✔	✔
SL - Rear Spoiler	✔	✔	✔
WP - Rear Window Wiper	✔	✔	✔
SP - Power Driver Seat	✔	✔	✔
T1 - Stability Control	✔	✔	✔
CC - Cruise Control	✔	✔	✔
AB - Anti-Lock Brakes (4)	✔	✔	✔
ST - Stereo	✔	✔	✔

Comp 1 Updated Date: 10/24/2024
2019 Ford EXPLORER POLICE AWD
VIN 1FM5K8AR9KGA77886
Dealership WESTGATE CHRYSLER
Location Raleigh, NC
Telephone (866) 436-0917
Source Dealer Ad
Stock # 26701P

Comp 2 Updated Date: 10/29/2024
2018 Ford EXPLORER POLICE AWD Police Interceptor
VIN 1FM5K8AR3JGC35332
Dealership EDDIE'S AUTO SALES
Location Chattanooga, TN
Telephone (423) 822-8209
Source Dealer Ad
Stock # S0591

Comparables used in the determination of the Base Value are not intended to be replacement units but are reflective of the market value, and may no longer be available for sale.

Price is the amount that the dealership will accept to sell the unit, though a lower price may be obtainable through negotiation.

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COMPARABLE UNITS

	Loss Unit	Comp 1	Comp 2
AC - Air Conditioning	✓	✓	✓
4W - 4 Wheel Drive	✓	✓	✓
AG - Drivers Side Air Bag	✓	✓	✓
SY - Styled Steel Wheels	✓	✓	✓
IP - Clearcoat Paint	✓	✓	✓
AM - AM Radio	✓	✓	✓
CO - Overhead Console	✓	✓	✓
IW - Intermittent Wipers	✓	✓	✓
XG - Front Side Impact Air Bags	✓	✓	✓
CS - Cloth Seats	✓	✓	✓
PB - Power Brakes	✓	✓	✓
RD - Rear Defogger	✓	✓	✓
AT - Automatic Transmission	✓	✓	✓
RG - Passenger Air Bag	✓	✓	✓
PJ - Parking Sensors	✓	✗	✗
RL - Reclining/Lounge Seats	✓	✓	✓
PL - Power Locks	✓	✓	✓
TQ - Steering Wheel Touch Controls	✓	✓	✓
PM - Power Mirrors	✓	✓	✓
DB - 4-Wheel Disc Brakes	✓	✓	✓
Additional Equipment			
Push Bumper	✓	✗	✗
Condition	Average	Average	Average
Adjustments:			
Make/Model/Trim			$ 2,675
Additional Equipment			
Push Bumper		$ 200	$ 200
Options			
PJ - Parking Sensors		$ 100	$ 100
Odometer		- $ 1,361	$ 491
Condition			
Adjusted Comparable Value		**$15,289**	**$17,461**

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VALUATION NOTES

10/29/2024 11:09 - Loss Vehicle Average Mileage: 69,007

10/29/2024 11:09 - STANDARD EQUIPMENT:4W, AB, AC, AG, AM, AT, BS, CC, CO, CS, DB, DG, DM, DT, FM, IP, IW, MC, PB, PL, PM, PP, PS, PW, PX, RD, RG, RL, SE, SL, SP, ST, SY, T1, TQ, TW, TX, WP, XG

The following information was provided after the valuation was completed

11/07/2024 11:53 - Pre/Post Tax data modified after Valuation

11/07/2024 11:53 - POADJ CHANGE REQUESTED BY: ELLISON, TOMMIE

This Market Valuation Report has been prepared exclusively for use by TRAVELERS, and no other person or entity is entitled to or should rely upon this Market Valuation Report and/or any of its contents. CCC is one source of valuations, and there are other valuation sources available.

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SUPPLEMENTAL INFORMATION

LOSS UNIT HISTORY INFORMATION

VINguard®

VINguard® Message: VINguard has decoded this VIN without any errors

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SUPPLEMENTAL INFORMATION

EXPERIAN® AUTOCHECK® VEHICLE HISTORY REPORT

TITLE CHECK	RESULTS FOUND
Abandoned	✔ No Abandoned Record Found
Damaged	✔ No Damaged Record Found
Fire Damage	✔ No Fire Damage Record Found
Grey Market	✔ No Grey Market Record Found
Hail Damage	✔ No Hail Damage Record Found
Insurance Loss	✔ No Insurance Loss Record Found
Junk	✔ No Junk Record Found
Rebuilt	✔ No Rebuilt Record Found
Salvage	✔ No Salvage Record Found

EVENT CHECK	RESULTS FOUND
NHTSA Crash Test Vehicle	✔ No NHTSA Crash Test Vehicle Record Found
Frame Damage	✔ No Frame Damage Record Found
Major Damage Incident	✔ No Major Damage Incident Record Found
Manufacturer Buyback/Lemon	✔ No Manufacturer Buyback/Lemon Record Found
Odometer Problem	✔ No Odometer Problem Record Found
Recycled	✔ No Recycled Record Found
Branded Title Auction	✔ No Branded Title Auction Record Found
Water Damage	✔ No Water Damage Record Found

VEHICLE INFORMATION	RESULTS FOUND
Accident	✔ No Accident Record Found
Corrected Title	✔ No Corrected Title Record Found
Driver Education	✔ No Driver Education Record Found
Duplicate Title	✔ No Duplicate Title Record Found
Emissions Safety Inspection	✔ No Emissions Safety Inspection Record Found
Fire Damage Incident	✔ No Fire Damage Incident Record Found
Lease	✔ No Lease Record Found
Lien	✔ No Lien Record Found
Livery Use	✔ No Livery Use Record Found
Government Use	✔ No Government Use Record Found
Police Use	✔ No Police Use Record Found
Fleet	✔ No Fleet Record Found
Rental	✔ No Rental Record Found
Fleet and/or Lease	✔ No Fleet and/or Lease Record Found
Fleet and/or Rental	✔ No Fleet and/or Rental Record Found
Repossessed	✔ No Repossessed Record Found
Taxi use	✔ No Taxi use Record Found
Theft	✔ No Theft Record Found

CCC provides TRAVELERS information reported by Experian® regarding the 2019 Ford EXPLORER POLICE AWD 6cyl. 3.7l (1FM5K8AR4KGA28725). This data is provided for informational purposes. Unless otherwise noted in this Market Valuation Report, CCC does not adjust the value of the loss unit based upon this information.

LEGEND :
✔ No Event Found
⛔ Event Found
Information Needed

TITLE CHECK
THIS VEHICLE CHECKS OUT
AutoCheck's result for this loss unit show no significant title events. When found, events often indicate automotive damage or warnings associated with the unit.

EVENT CHECK
THIS VEHICLE CHECKS OUT
AutoCheck's result for this loss unit show no historical events that indicate a significant automotive problem. These problems can indicate past previous car damage, theft, or other significant problems.

VEHICLE INFORMATION
THIS VEHICLE CHECKS OUT
AutoCheck's result for this loss unit show no vehicle information that indicate a significant automotive problem. These problems can indicate past previous car damage, theft, or other significant problems.

ODOMETER CHECK
THIS VEHICLE CHECKS OUT
AutoCheck's result for this loss unit show no indication of odometer rollback or tampering was found. AutoCheck determines odometer rollbacks by searching for records that indicate odometer readings less than a previously reported value. Other odometer events can report events of tampering, or possible odometer breakage.

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SUPPLEMENTAL INFORMATION

FULL HISTORY REPORT RUN DATE: 11/07/2024

Below are the historical events for this vehicle listed in chronological order.

EVENT DATE	EVENT LOCATION	ODOMETER READING	DATA SOURCE	EVENT DETAIL
11/09/2018			Independent Source	Vehicle Manufactured and Shipped to Dealer
01/10/2019	LENOIR, NC	158	Motor Vehicle Dept.	Title (Lien Reported) (Lease Reported)
01/10/2019	LENOIR, NC		Motor Vehicle Dept.	Registration Event/ Renewal (Lease Reported)
04/26/2019	HUDSON, NC	282	Independent Repair Center	Vehicle Serviced
01/23/2024			Manufacturer	Manufacturer Recall

AUTOCHECK TERMS AND CONDITIONS:

Experian's Reports are compiled from multiple sources. It is not always possible for Experian to obtain complete discrepancy information on all vehicles; therefore, there may be other title brands, odometer readings or discrepancies that apply to a vehicle that are not reflected on that vehicle's Report. Experian searches data from additional sources where possible, but all discrepancies may not be reflected on the Report.

These Reports are based on information supplied to Experian by external sources believed to be reliable, BUT NO RESPONSIBILITY IS ASSUMED BY EXPERIAN OR ITS AGENTS FOR ERRORS, INACCURACIES OR OMISSIONS. THE REPORTS ARE PROVIDED STRICTLY ON AN "AS IS WHERE IS" BASIS, AND EXPERIAN FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING THIS REPORT.

YOU AGREE TO INDEMNIFY EXPERIAN FOR ANY CLAIMS OR LOSSES, INCLUDING COSTS, EXPENSES AND ATTORNEYS FEES, INCURRED BY EXPERIAN ARISING DIRECTLY OR INDIRECTLY FROM YOUR IMPROPER OR UNAUTHORIZED USE OF AUTOCHECK VEHICLE HISTORY REPORTS.

Experian shall not be liable for any delay or failure to provide an accurate report if and to the extent which such delay or failure is caused by events beyond the reasonable control of Experian, including, without limitation, "acts of God", terrorism, or public enemies, labor disputes, equipment malfunctions, material or component shortages, supplier failures, embargoes, rationing, acts of local, state or national governments, or public agencies, utility or communication failures or delays, fire, earthquakes, flood, epidemics, riots and strikes.

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Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
December 2, 2024	Facilities Services	

AGENDA ITEM # 19

Facilitites Services- Snow Plow Attachment Purchase

BACKGROUND

This allows for the purchase of a new snow plow to be mounted on an existing truck. This will be used to clear parking lots and convenience sites.

RECOMMENDED MOTION

Approve Transfer

BUDGET IMPACT

Uses funds already included in the budget. Needs board approval since its a capital purchase.

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Budget Transfer Snow Plow

Caldwell County, North Carolina

Budget Transfer # _____

Date Approved _____

BUDGET TRANSFER

The following Appropriation Transfer(s) is required:

Transfer From:			**Transfer To:**		
Line Item #	Title	Amount	Line Item #	Title	Amount
10.4260.435200	M&R Equipment	8,965.00	10.9000.451000.4260	Equipment	8,965.00
Total		**8,965.00**	Total		**8,965.00**

Explanation and Justification for the Budget Revision:

This transfer uses available funds in the M&R Equipment line item to allow for the purchase a snow plow to be used to clear parking lots and convenience sites.

DEPARTMENT HEAD		Finance Director	
[signature]	11/20/2024	[signature]	11/20/2024

Spann Enterprises, LLC

3210 Spann Hill Cir
Lenoir NC 28645

Phone # 828.234.4716 dennis.spannenterprises@hotmail.com
Fax # 828.757.0415 spannenterprises.com

Estimate

Date	Estimate #
9/13/2024	34676

Name / Address
CALDWELL COUNTY

Description	Qty	Rate	Project Total
SnowDogg® HDII/EXII Series	1	0.00	0.00T
SnowDogg™ HD75 II Moldboard	1	0.00	0.00T
SnowDogg™ Vehicle Mounts for Ford® Trucks	1	0.00	0.00T
SnowDogg® Headlight Adapters for Ford®	1	0.00	0.00T
SnowDogg® HX High Intensity Halogen Plow Lights	1	0.00	0.00T
total	1	8,965.00	8,965.00T

Sales Tax (6.75%)	$605.14
Total	$9,570.14

Signature _____

Board of Commissioners Meeting

Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
December 2, 2024	Health	

AGENDA ITEM # 20

Health Department- Agreement Addendum for 701 CF Case Reporting

BACKGROUND

This budget revision allows the Health Department to spend additional revenues received through an agreement addendum.

RECOMMENDED MOTION

Approve Budget Revision

BUDGET IMPACT

100% flow thru money, no local dollars

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Budget Revision Health Agreement Addendum

Budget Revision # _____

Item No. _____

Board Action Date _____

Caldwell County Board of Commissioners

BUDGET REVISION

Board Meeting _____

Subject: 701 Child Fatality Case Reporting

Background and explanation for the Budget Revision:

The Caldwell County Health Department received an Agreement Addendum the amount of $1390. This Agreement Addendum provides funding for the Local Health Department to prepare and begin using the NFR-CRS. Funds were appropriated by the North Carolina General Assembly to supportimplementation of the changes authorized by NCSL 2023-134 to restructure child death reviews by Local Teams and to offset the costs associated with Local Team participation in NFR-

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

SUPPLEMENTAL APPROPRIATION

Revenues: Increase / Decrease (Circle One)			**Expenditures: Increase / Decrease (Circle One)**		
Line Item #	Title	Amount	Line Item #	Title	Amount
10.5113.330517	Child Fatality	1,390.00	10.5113.426000	Supplies	1,390.00
Total		**1,390.00**	**Total**		**1,390.00**

Attachments (Yes or No):

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
Anna Cook	11/20/24		11/21/24		

Board of Commissioners Meeting

Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
December 2, 2024	Emergency Services	

AGENDA ITEM # 21

Hurricane Helene Documentation Coordinator

BACKGROUND

This budget revision allows the County to create and hire a new staff position to assist with documentation and reimbursement for Helene relief.

RECOMMENDED MOTION

Approve Budget Revision

BUDGET IMPACT

It is anticipated that the cost for this position will be reimbursed by FEMA.

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Budget Revision Helene Relief Documentation Staff Addition

Budget Revision # _____

Item No. _____

Date: _____

Caldwell County Board of Commissioners

BUDGET REVISION

Subject:

Background and explanation for the Budget Revision:

This budget revision allows for the creation of a new staff position to help administer Helene relief documentation.

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
10.4602.330000.10200	Other Grants	I	$	36,255.00
Total				**36,255.00**

Line Item #	Title	I/D		Amount
10.4602.412100.10200	Salaries	I	$	30,000.00
10.4602.418100.10200	FICA	I	$	2,295.00
10.4602.418200.10200	Retirement	I	$	3,960.00
Total				**36,255.00**

Attachments (Yes or No): No

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
			11/22/24		

Board of Commissioners Meeting

Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
December 2, 2024	Emergency Services	

AGENDA ITEM # 22

Training Module for Cajah's Mountain EMS Base

BACKGROUND

This budget revision allows for the addition of a training module to the Cajah's Mountain EMS Base.

RECOMMENDED MOTION

Approve Budget Revision

BUDGET IMPACT

Funded by repurposing left over funds from old Mental Health Expansion capital project and with interest earnings accured to this project.

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Cajah Mountain EMS base training module

Budget Revision # _____

Item No. _____

Date: _____

Caldwell County Board of Commissioners

BUDGET REVISION

Subject:

Background and explanation for the Budget Revision:

This budget revision allows for the addition of a training module to the Cajah Mountain EMS Base project. It is funded by transfering funding left over from the old Mental Health Expansion capital project and by recognizing interest earinings accrued to this project. The total cost of the training module addition is $87,950, please see attached.

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
41.4726.459704.10184	Survey	D	$	5,000.00
41.4726.459702.10184	Design Fees	D	$	3,309.74
41.4726.391008.10184	Intra Fund Xfr In	I	$	39,462.70
41.4726.361100.10184	Interest Earnings	I	$	40,177.56
41.4726.390000.10150	Lease Purchase Obligation	D	$	5,585.50
41.4726.498400.10150	Intra Fund Xfr Out	I	$	39,462.70
Total				**132,998.20**

Line Item #	Title	I/D		Amount
41.4726.459600.10184	Construction	I	$	87,950.00
41.4726.459706.10150	Furniture	D		14,273.18
41.4726.459702.10150	Design Fees	D		11,002.00
41.4726.459600.10150	Construction	D		10,439.95
41.4726.457200.10150	Legal Fees	D		7,464.10
41.4726.444100.10150	Contractual	D		1,868.97
Total				**132,998.20**

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
			11/22/24		

10/04/2023

Quote # 387A

Dino DiBernardi, CFO, CEMSO
Chief of Department/Emergency Services Director
Caldwell County Emergency Services
bdibernardi@caldwellcountync.org

Chief DiBernardi,

This quote is for unmounting the E-2272 module from the chassis. Fabricating a mounting base for the module so that the module may be used as a training module.

TOTAL $ 87,950.00

- Purchase of used Frazer Type I 14' Module Only (E-2272) - old chassis not included in sale price.
  - $ 24,300.00
- Unwire and Dismount of module from chassis.
  - $ 2,500.00
- Design and fabricate steel mounting frame - Caldwell County to coordinate installation of this on location.
  - $ 15,000.00
- Painting of the mounting frame.
  - $ 3,000.00
- Remove the center console from the chassis and ship loose with the unit. The intent is for Caldwell County to mount the module on the frame inside their training facility, run power to the module, so when powered, the switches will have active features such as scene lights, load lights and emergency lights. The console can be mounted in close proximity to the front wall of the module and operated from outside the unit. Details of this can be worked out between Frazer and Caldwell County.
  - $ 500.00
- Remove all graphics including existing conspicuity on the rear.
  - $ 1,450.00
- Design, furnish and install Caldwell County EMS Lettering - This quote does not include conspicuity on the rear. That would be an additional $ 2025.00 if needed. This also does not include SuperTherm on the roof, Conspicuity on the entry door and compartment doors, or Placards. That would be an additional $ 2,900.00.

- $ 4,000.00
- 20 hours of Bodywork for Paint.
  - $ 2,500.00
- Module Paint - Frazer White.
  - $ 21,900.00
- Flatbed transportation from Houston to Caldwell County.
  - $ 5,000.00
- Loading of unit and frame onto flatbed in Houston. Caldwell County to offload and coordinate logistics on site.
  - $ 2,300.00
- Final detail of the unit prior to loading onto the truck.
  - $ 500.00
- Contingency fund if necessary.
  - $ 5,000.00

This quote is good for 45 days from the quote date.

Thank you for the opportunity to quote.

Please call me on my cell phone at 832-366-7822 if you have questions or concerns.

Best Regards,



Bert Jones
Frazer, Ltd

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
December 2, 2024	Administration	

AGENDA ITEM # 23

Appointment of Ashley Young as a Plat Review Officer

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Resolution for Ashley Young as Plat Review Officer 2024

RESOLUTION

24-2024

RESOLUTION TO APPOINT A REVIEW OFFICER FOR THE COUNTY OF CALDWELL

WHEREAS, SL 1997-309 (S875) makes a number of significant changes in the procedures for recording maps and plats; and

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

WHEREAS, the new GS 47-30.2 requires the Board of County Commissioners in each County, by resolution, to appoint a person(s) to serve as Review Officer to review each play before it is recorded and certify that it meets the North Carolina statutory requirements for recording; and

WHEREAS, the Caldwell County Tax Administrator has requested that the Caldwell County Board of Commissioners appoint Ashley Young as an additional Review Officer for the County of Caldwell in order to ensure an expeditious review of all maps and plats as required by GS 47-30.2 before they are presented to the Register of Deeds for recording.

NOW, THEREFORE, BE IT RESOLVED, that the Caldwell County Board of Commissioners does hereby appoint Ashley Young to perform all responsibilities as required for Review Officer under the appropriate North Carolina General Statutes for Caldwell County.

Adopted this 2nd day of December 2024.

_____
Randy T. Church, Chairman

_____
Abigail Rich, County Clerk

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
December 2, 2024	Administration	

AGENDA ITEM # 24

Appointment of Judge Andrea Plyler to JCPC

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Caldwell County
North Carolina
Board of Commissioners Meeting

November 12, 2024 at 6:00 PM
City-County Chambers
905 West Avenue NW, Lenoir

MINUTES

Call to Order
Chairman Church called the November 12, 2024, Board of Commissioners meeting to order at 6:01 PM.

Public Comment Period
There were no individuals signed up for public comment.

Invocation
Pastor Steve Coonse of Church Street Baptist Church provided the invocation for those in attendance.

Pledge of Allegiance
Commissioner Donnie Potter led the Pledge of Allegiance for those in attendance.

Agenda Amendments from the Board, Manager & Public
There were no amendments to the agenda.
Commissioner Potter made the motion to adopt the agenda as presented.
The motion carried unanimously.

Agenda Items

1. **Martin and Starnes 2023-2024 FY Audit**
   A team member from Martin and Starnes came to review the 2023-2024 Fiscal Year Audit. There were no major findings in this audit.

2. **Honoring Commissioner Robbie Wilkie**
   Chairman Church read the Resolution Honoring Commissioner Wilkie for those in attendance.
   Commissioner Potter made the motion to adopt the resolution.
   Commissioner Branch said it has been a pleasure working with Commissioner Wilkie.
   Commissioner Potter said they have accomplished a lot, and he appreciates Commissioner Wilkie's friendship.
   The motion carried unanimously.
   Commissioner Wilkie said it's been an honor to serve Caldwell County.

3. **Sponsorship Letter for EWP Assistance**

Will Faulkner came to the podium to request the Board's support for a letter in reference to requesting assistance for Emergency Watershed Protection. The letter will support debris removal and stream restoration efforts.

Chairman Church made the motion to approve signing the letter and sending it to the appropriate recipient.
The motion carried unanimously.

4. Adoption of the 2025 Schedule of Values

Tax Administrator Josh Angle came to the podium to request the 2025 Schedule of Values to be adopted.
Commissioner Wilkie made the motion to adopt the 2025 Schedule of Values.
The motion carried unanimously.

5. Water Department Fee Amendment for Fire Departments

Water Department Deputy Director Heather Cox came to the podium and read a resolution requesting an amendment to the 2024-2025 Fee Schedule. This amendment would change the amount charged to local fire departments to only the base rate.
Chairman Church provided further explanation about the need for the amendment.
Commissioner Branch made the motion to adopt the Water Department fee amendment for the fire departments.
The motion carried unanimously.

6. Mckinsey Settlement Opioid Funds

The County Manager informed the Board that the Mckinsey Distribution Corporation had agreed to voluntarily settlement in reference to the opioid settlement. The County Manager stated that these funds must be spent on opioid recovery and the County should receive roughly $76,000.
Commissioner Potter made the motion to approve the budget revision for the McKinsey Settlement opioid funds.
The motion carried unanimously.

7. Emergency Services - Recovery Court Coordinator

The County Manager provided a background about the need for a Caldwell County Recovery Court. Judge Kuehnert came to the podium to provide remarks in support of a Recovery Court for Caldwell County. Commissioner Potter provided remarks of gratitude.
Commissioner Wilkie made the motion to adopt the Recovery Court Coordinator budget revision.
The motion carried unanimously.

Consent

Chairman Church turned the meeting over to the County Manager to review the Consent Agenda.

8. Sheriff's Office - Narcotics K-9 #1

$7,500 was donated to the Sheriff's Office for a new Narcotics K-9. The remaining $5,115 for the purchase will be funded through a fund balance appropriation.

9. Sheriff's Office - Narcotics K-9 #2

$12,615 of asset seizure funds will be used to purchase a Narcotics K-9 that will replace one set to retire soon.

10. Health Dept - Agreement Addendum WIC

The Health Department received an agreement addendum for a reduction in the amount of $18,749. This reduction is a reflection of a WIC participation rate lower than 97% during the asset months.

11. Grant Funding for Caldwell County Historical Display

The North Carolina Department of Natural and Cultural Resources has awarded the County $10,000 in grant funding for a historical display.

12. Grant Funding Purchase - Prime Mover

The County has been awarded $90,000 in grant funding. This revision allows the County to accept and spend these grant funds.

13. Code Enforcement - Abatement Funding

This budget revision is in the amount of $10,000 to assist Code Enforcement with abatement costs.

14. Duke Energy Grant Acceptance

This budget revision allows the County to accept and spend $10,000 in grant funding awarded by Duke Energy.

15. Approval of Minutes from September 9, 2024

The approval of the September 9, 2024, meeting minutes is requested.

16. Approval of Emergency Meeting Minutes October 2, 2024

The approval of the October 2, 2024, meeting minutes is requested.

17. Approval of Special Meeting Minutes October 2, 2024

The approval of the October 2, 2024, meeting minutes is requested.

18. Approval of Minutes from October 14, 2024

The approval of the October 14, 2024, meeting minutes is requested.

19. Approval of Special Meeting Minutes October 22, 2024

The approval of the October 22, 2024, meeting minutes is requested.

20. Appointment of Richard Harwood to Caldwell County Nursing Home Advisory Committee

Richard Harwood requested appointment to the Caldwell County Nursing Home Advisory Committee.

Commissoner Potter made the motion to adopt the Consent Agenda.
The motion carried unanimously.

Commissioner Wilkie took a moment to thank the County employees and the County Manager for their work and noted the continuity between the County Departments.

Closed Session
Commissioner Branch made the motion to go into closed session at 6:52 PM.

21. Closed Session Pursuant to 143-318.11(a)(3)
The Board received updates from Economic Development Director, Ashley Bolick.

Commissioner Potter made the motion to exit Closed Session at 7:03 PM.
The motion carried unanimously.

Adjourn
With there being no more business to attend to, Commissioner Wilkie made the motion to adjourn at 7:03 PM.
The motion carried unanimously.

CALDWELL COUNTY
RESOLUTION 20-24
RESOLUTION OF APPRECIATION
ROBERT "ROBBIE" LEE WILKIE
41 YEARS OF SERVICE

WHEREAS; ROBBIE WILKIE HAS SERVED THE CITIZENS OF CALDWELL COUNTY FOR 41 YEARS. BEGINNING HIS SERVICE WITH NORTH CATAWBA VOLUNTEER FIRE DEPARTMENT FROM 1983-2005, CONTINUING HIS SERVICE WITH THE CITY OF LENOIR FIRE DEPARTMENT 1988-2005. IN 2005 HE WAS APPOINTED COUNTY FIRE MARSHAL INVESTIGATING MORE THAN 400 FIRES. DURING THIS TIME, HE AIDED EVERY FIRE DEPARTMENT IN LOWERING THEIR INSURANCE SERVICE OFFICE RATING, AN INDUSTRY STANDARD OF HOW WELL A FIRE DEPARTMENT CAN PROTECT ITS CITIZENS FROM FIRE, AND SAVING MILLIONS IN INSURANCE PREMIUMS FOR EVERY CITIZEN, HE ALSO WAS THE HANDLER FOR THE COUNTY'S FIRST ACCELERANT DETECTION K-9 "EMBER"; AND

WHEREAS; ROBBIE WAS APPOINTED TO SERVE AS EMERGENCY SERVICES DIRECTOR FOR CALDWELL COUNTY IN 2012. IN THIS ROLE, HE WAS DISPATCHED ON MULTIPLE DEPLOYMENTS AROUND THE STATE, MOST NOTABLY DURING HURRICANE IRENE, WHERE HE SERVED AS THE OPERATIONS CHIEF FOR PAMLICO COUNTY AND THE INTERIM INCIDENT COMMANDER; AND

WHEREAS; ROBBIE ALSO OBTAINED HIS LAW ENFORCEMENT CERTIFICATION SERVING AS A RESERVE OFFICER WITH THE GRANITE FALLS POLICE DEPARTMENT AND STILL TODAY AS A RESERVE DEPUTY WITH THE CALDWELL COUNTY SHERIFF'S OFFICE. HIS MULTIDISCIPLINARY TRAINING WAS VITAL IN HIGH PROFILE CASES OF OFFICER ADAM KLUTZ SHOOTING AND THE MURDER OF ZAHRA BAKER. HIS DIVERSE BACKGROUND SERVED AS A CATALYST THAT ALLOWED FOR INTEROPERABILITY WITH LAW ENFORCEMENT AND EMERGENCY SERVICES THAT REMAINS UNTIL THIS DAY. AS DIRECTOR, HE CLOSED EVERY LETTER AND MESSAGE WITH "TOGETHER IN SERVICE." HE EMBODIED AND LIVED THE MANTRA EACH DAY; AND

WHEREAS; ROBBIE WILKIE RETIRED FROM CALDWELL COUNTY IN 2015 AND SUBSEQUENTLY WAS ELECTED TO THE OFFICE OF COUNTY COMMISSIONER IN 2016. ROBBIE'S CONTRIBUTIONS ARE SIGNIFICANT; THE REMODELING AND EXPANSION OF GRANITE FALLS MIDDLE SCHOOL, THE EXPANSION OF THE SOUTHERN BRANCH LIBRARY, SERVING ON THE LIBRARY BOARD, UPGRADING WATER METERS TO AUTOMATED METER READING, FLOOD WARNING SIRENS IN WILSON CREEK, LUCAS DEVICES ON AMBULANCES, IMPROVEMENTS AT THE SHERIFF'S OFFICE EVIDENCE ROOM, COUNSELING DURING THE COVID-19 PANDEMIC, A NEW HYBRID MODEL FOR ANIMAL CARE AND ENFORCEMENT, AND THE ESTABLISHMENT OF A NEW ECONOMIC DEVELOPMENT ADVISORY COMMISSION; AND

WHEREAS; ROBBIE WAS INFLUENTIAL IN REBUILDING THE COUNTY'S FLEETS FROM THE BRINK OF COLLAPSE TO BEING BOTH PROFESSIONAL AND SAFE IN THE SHERIFF'S OFFICE AND EMERGENCY MEDICAL SERVICES. APPROVING THE CONSTRUCTION OF NEW EMS BASES IN VALMEAD AND LOWER CREEK, THE REMODEL OF HUDSON EMS BASE, RENOVATING THE FORMER GRACE CHAPEL FIRE DEPARTMENT INTO AN EMS BASE, AND LOCATING AND CONSTRUCTION OF THE CAJAH'S MOUNTAIN EMS BASE. THE CONSTRUCTION OF TWO NEW WATER TOWERS AT TEMPLE HILL AND COLLETTSVILLE, NEW ANIMAL SHELTER, BOARD OF ELECTIONS EXPANSION AND RENOVATION, THE ESTABLISHMENT OF BEHAVIORAL HEALTH SERVICES WITH RURAL HEALTH ALLIANCE, RENOVATION OF MULTIPLE CONVENIENCE SITES, A NEW REGIONAL EMERGENCY COMMUNICATIONS CENTER, UPDATING THE COUNTY SEAL AND FLAG, AND PURCHASING A SITE AND DESIGN FOR THE NEW CALDWELL COUNTY COURTHOUSE; AND

WHEREAS; ROBBIE HAS WORKED TIRELESSLY TO IMPROVE EMPLOYEE BENEFITS AND PAY. INCLUDING INCREASED VACATION ACCRUAL, PARENTAL LEAVE, MULTIPLE PAY STUDIES, MERIT PAY, EDUCATION REIMBURSEMENT, COMPENSATORY AND FLEX TIME, WORK FROM HOME POLICY, ADDITIONAL HOLIDAYS, AND

WHEREAS; ROBBIE WILKIE IS KNOWN TO BE A MAN OF FEW WORDS, BUT WHEN HE SPEAKS THE WHOLE ROOM LISTENS. HIS ADVICE TO ALL: "LEAVE IT BETTER THAN YOU FOUND IT." A STUDENT OF MARTIAL ARTS. HE GIVES BACK TO HIS COMMUNITY, HIS FAITH, AND IS A DEVOTED HUSBAND TO HIS WIFE CARLENE AND A LOVING FATHER TO DAUGHTER MELINDA.

WHEREAS; ROBBIE ACKNOWLEDGES THAT NOTHING HE HAS ACCOMPLISHED WOULD HAVE BEEN POSSIBLE WITHOUT THE GRACE OF HIS LORD AND SAVIOR JESUS CHRIST,

NOW, THEREFORE BE IT RESOLVED, ON BEHALF OF THE CITIZENS OF CALDWELL COUNTY, THE COUNTY COMMISSIONERS PUBLICLY COMMEND **ROBERT LEE WILKIE** FOR HIS **41** YEARS OF FAITHFUL SERVICE TO THE CITIZENS OF CALDWELL COUNTY.

ADOPTED THIS THE 12TH DAY OF NOVEMBER 2024

Randy T. Church, Chairman

Michael W. LaBrose, Vice Chairman

Donnie Potter, Commissioner

Jeff Branch, Commissioner

Abby Rich, County Clerk

RESOLUTION

21-2024

RESOLUTION AMENDING FY 2024-2025
WATER DEPARTMENT FEES

WHEREAS, by resolution, the Caldwell County Board of Commissioners can amend the County's schedule of fees adopted each fiscal year; and

WHEREAS, Caldwell County Water Department has request to amend its schedule of fees to charge local fire departments the base rate for water services and eliminate charges for fire suppression.

NOW, THEREFORE, BE IT RESOLVED, that the Caldwell County Board of Commissioners approves the requested amendments to be made to the Fiscal Year 2024-2025 Schedule of Fees.

Adopted this 12 day of November 2024.

Randy T. Church, Chairman

Abigail Rich, County Clerk

BK 2122 PG 694 - 694 (1)
This document presented and filed:
11/14/2024 11:03:38 AM

Fee $0.00

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Caldwell County North Carolina
Wayne L. Rash, Register of Deeds