Caldwell County
North Carolina
Board of Commissioners Meeting

November 3, 2025 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 James Wilfong, Highway to Hedges Ministry*

Pledge of Allegiance *Commissioner, Jeff Branch*

Agenda Amendments from the Board, Manager & Public

Agenda Items

1.	Items for Decision *Ashley Bolick*	Approval of Golden LEAF Foundation Grant Acknowledgment and Agreement
2.	Items for Decision	Amendment to Racetrack Ordinance

Consent

3.	Consent Agenda	Approval of Agreement with WPCOG for Golden LEAF Grant Administration Services
4.	Items for Decision	Interdepartmental Transfer Policy
5.	Consent Agenda	Donation of Items to the 4H Program
6.	Items for Decision	Approval of Minutes from October 27, 2025, meeting.

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

Adjourn

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
November 3, 2025	Economic Development	Ashley Bolick

AGENDA ITEM # 1

Approval of Golden LEAF Foundation Grant Acknowledgment and Agreement

BACKGROUND

The Golden LEAF Board awarded $1,067,623 to Caldwell County for site preparation at Evergreene Industrial Park. Staff recommends approval of the Grantee Acknowledgment and Agreement between Caldwell County and the Golden LEAF Foundation for grant funding in the amount of $1,016,784.00 to support the Evergreene Industrial Park Grading Project. This is a non-matching funds grant.

The purpose of the grant is to fund due diligence studies and site preparation on approximately nine acres within the Evergreene Industrial Park. The project is expected to result in the creation of 100 new full-time jobs with an average annual wage of $50,083, and generate $7.5 million in private capital investment.

The grant term is 24 months, beginning October 2, 2025. Golden LEAF funds may not be used for real property acquisition or administrative costs.

RECOMMENDED MOTION

Approve the Grantee Acknowledgment and Agreement with the Golden LEAF Foundation for the Evergreene Industrial Park Grading Project and authorize the County Manager to execute the agreement and any related documents on behalf of Caldwell County.

BUDGET IMPACT

None. No match required.

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. G-10662 Caldwell Grantee Acknowledgement and Agreement OCT 2025.final

The Golden LEAF Foundation ("Golden LEAF")

GRANTEE ACKNOWLEDGMENT AND AGREEMENT

1. Grantee: County of Caldwell

2. Number & Title: G-202607-10662/ Caldwell County Evergreene Industrial Park Grading Project

3. Purpose of Grant: This award provides funding to Caldwell County to conduct due diligence studies and site preparation on approximately nine acres within the Evergreene Industrial Park. The county expects the project to create 100 new full-time jobs with an average annual wage of $50,083. The project also expects to generate $7,500,000 in private capital investment. Golden LEAF funds will be used for due diligence and construction.

4. Amount of Grant: $1,016,784.00

5. Award Date: October 02, 2025

6. Special Terms and Conditions Applicable to Grant:
    a) The term of the grant is 24 months, commencing on the Award Date. Golden LEAF may extend the term of the Grant. All project-related expenses must be incurred during the term of the grant. The provisions of this Grantee Acknowledgment and Agreement (this "Agreement") that by their nature extend beyond the term of the grant will survive the end of the term of the grant.
    b) Release of funds is contingent on Golden LEAF approval of the capacity of the water and sewer lines serving the site.
    c) Release of funds for costs related to clearing and grading is conditioned on Golden LEAF approval of due diligence completed for the site.
    d) Use of funds for due diligence must be approved in advance by Golden LEAF staff.
7. Standard conditions on the release of grant funds:
    a) Release of grant funds is contingent on Grantee attending a Golden LEAF grants management workshop or participating in satisfactory discussions with Golden LEAF staff to gain training in the management of Golden LEAF grants and reporting requirements.
    b) Release of funds is contingent on Grantee returning a fully executed copy of this Agreement no later than forty-five (45) days after the Award Date, unless Golden LEAF agrees to extend the deadline for its submission.
    c) Release of funds is contingent on Golden LEAF's approval of activities and outcomes that will be used to monitor and assess Grantee's implementation of the project. Unless otherwise directed by Golden LEAF, Grantee must submit proposed outcomes and activities for approval within forty-five (45) days of the Award Date.
    d) Release of funds is contingent on the Grantee submitting a project budget for approval by Golden LEAF. The project budget must be submitted for approval within forty-five (45) days of the Award Date unless Golden LEAF agrees to extend the deadline. Unless otherwise approved, the project budget must be submitted on Golden LEAF form(s).
    e) If the approved project budget includes funds from other sources that are required for project implementation, Golden LEAF grant funds will not be released until Grantee demonstrates that it has secured those funds.
    f) Golden LEAF grant funds may not be used for acquisition of interests in real property or for costs of grant administration.
    g) If the Grantee fails to comply with its obligations under this Agreement, no further grant funds will be released unless such noncompliance is resolved to the satisfaction of Golden LEAF.

8. Confirmation of Eligibility/Permissible use of Funds: The Grantee confirms: (1) that the Internal Revenue Service has determined that the Grantee is an organization described in Section 501(c) (3) of the Internal Revenue Code of 1986, as amended, and that such determination has not been revoked, or (2) that the Grantee is a federal, state, or local governmental

unit. Grantee agrees to notify Golden LEAF promptly if the Grantee's tax-exempt status is revoked or modified in any way. The Grantee agrees that it will use the funds from this grant only for charitable, educational, or scientific purposes within the meaning of Section 501(c)(3) of the Code, and that it will not use the funds from this grant in any way that would result in or give rise to private inurement or impermissible private benefit. The Grantee agrees that no funds from this grant will be used to carry on propaganda or otherwise to attempt to influence legislation, to influence the outcome of any public election, or to carry on directly or indirectly any voter registration drive. If grant funds are used to pay for sales tax for which the Grantee receives a refund, Grantee will use the refund for expenses that are consistent with the purpose of the grant and permissible under this Agreement. Unless otherwise agreed by Golden LEAF in writing, no portion of the Grantee's rights or obligations under this Agreement may be transferred or assigned to any other entity.

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

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

11. Procurement/Disposition: All goods or services acquired using Golden LEAF grant funds must be reasonably necessary

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

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

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

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

15. Release of Funds: Unless otherwise agreed by Golden LEAF, up to twenty percent (20%) of funds may be released in advance after all conditions on the release of funds are satisfied. Funds may be released in additional advances of up to twenty percent (20%) of the grant amount upon receipt of evidence satisfactory to Golden LEAF that funds previously released have been properly expended and accounted for. Funds may also be released on a reimbursement basis, in which case payments may be made in an amount equal to or up to eighty percent (80%) of the grant amount upon receipt of evidence satisfactory to Golden LEAF that funds have been properly expended and accounted for. Unless otherwise approved by the President of Golden LEAF, a sum equal to twenty percent (20%) of the total amount of the grant will be retained by Golden LEAF until the Grantee completes its obligations under this grant, including submission of a satisfactory final report on the project funded. This final twenty percent (20%) retained by Golden LEAF shall be paid to

the Grantee on a reimbursement basis. If the grant is conditional or contingent, all conditions and contingencies must be met before any payment will be made. Each request for payment shall be submitted through Golden LEAF"s online grants management system in accordance with instruction provided by Golden LEAF, unless otherwise directed by Golden LEAF. Payment should not be requested until the Grantee has need for actual expenditures of the funds. The Grantee should request payment at least thirty (30) days prior to its desired payment date.

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

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

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

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

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

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

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

a) 15% of the Net Revenue will be retained by the Grantee as a fee for the management and distribution of funds as required under this Agreement.
b) 30% of the remaining Net Revenue will be paid to Golden LEAF.
c) 70% of the remaining Net Revenue will be retained by the Grantee and used in accordance with the procedures referenced in the preceding paragraph above.

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

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

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

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

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

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

Name of Grantee Organization (print):_____

Signature: _____

Name of Person Signing (print): _____

Title of Person Signing (print):_____

Date: _____

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
November 3, 2025	Administration	

AGENDA ITEM # 2

Amendment to Racetrack Ordinance

BACKGROUND

Changes are highlighted in the attached version.

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. 10.30.25. Racetracks and Drag Strips Ordinance

CHAPTER ___RACETRACKS AND DRAG STRIPS

SECTION 1. AUTHORITY

Pursuant to NCGS Chapters 130A and 153A, Caldwell County hereby establishes this Ordinance.

SECTION 2. DEFINITIONS

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

Board means the Caldwell County Board of Commissioners.

County means Caldwell County, North Carolina.

NCGS means the North Carolina General Statutes.

Person means any individual person, corporation, partnership, association, or legal entity.

Race Vehicle means any motorized vehicle, including but not limited to, cars, trucks, motorcycles, or go-carts, used for racing.

Racetrack means a track for racing Race Vehicles.

Drag Strip means a straight track or section of road for racing.

SECTION 3. LIMITED TIMES OF OPERATION

(a) Hours of Operation. It shall be unlawful for any Person to operate, or to permit or allow any other Person to operate, any Race Vehicle, whether or not the Race Vehicle is engaged in speed competition with any other Race Vehicle, and including testing, practicing or otherwise running the motor of any Race Vehicle designed to engage in racing or speed competition on the premises of any Racetrack or Drag Strip in the County, except during the following times:

1. The months of March, April, May, June, July, August, September, and October, and the first full weekend in November; and

2. Thursdays, Fridays, and Saturdays; provided, however, no Racetrack or Drag Strip may operate on more than 2 of the permitted days in any one week; and

3. Between the hours of 12:00 pm and 9:00 pm on one of the 2 permitted days of operation each week, and between the hours of 12:00 pm and 11:00 pm on the other permitted day of operation each week.

4. Test and Tune Events. "Test and Tune Event" means a race team bringing a car to the track, running laps, adjusting settings on the car, and then running more laps, with no racing, no crowd, and no money taken at the gate. The owner or operator of any raceway, racetrack, or drag strip may schedule and operate up to 6 (six) Test and Tune Events per month in the months of March, April, May, June, July, August, September, October, and up to the first full weekend in November. Any Test and Tune Event may only be scheduled and operated on weekdays Monday through Thursday, between the hours of 10:00 a.m. and 4:00 p.m.

(b) This Section is intended, and shall be construed, to apply only to commercial Racetracks and Drag Strips determined by engagement in one of more of the following practices: charging admission for spectators; awarding prizes to participants either by trophies, money or things of monetary value; selling food, drink, t-shirts, or other items; having seating for spectators; using the services of track officials; and/or intending to make money for the owner and/or operator of the Racetrack or Drag Strip. This Section is not intended, and shall not be construed, to apply to those venues constructed by, or for one or more individuals on their property consisting of circular tracks, jumps or mounds of dirt used for recreational activity such as 4-wheelers, off-road bikes and motorcycles, go carts, and other all-terrain vehicles which are used exclusively for any family members, neighbors and friends, and which do not engage in any of the activities described above.

SECTION 4. OPERATION AT TIMES NOT AUTHORIZED

The Board is authorized to grant, upon application, a permit to allow a Racetrack or Drag Strip to operate at specified date(s) and times not otherwise permitted by this Chapter, subject to the following limitations and considerations:

The application and permit must specify the date(s) and beginning and ending times of the event.

(a) Applications for all requested permits for any one year must be submitted to the Board at the same time.

(b) An application for a permit may include a requested rain date in case the event cannot be held on the primary requested date due to inclement weather.

(c) In determining whether to grant the permit, the Board may consider the following:

1. The nature of the proposed activity;

2. Previous experience with the applicant;

3. The time and duration of the proposed event;

4. Other activities in the specified geographical area at the same time as the proposed activity which could be disturbed by the proposed activity;The cultural or social benefit of the proposed activity;

5. The economic benefit to the community;

6. Any economic hardship on the applicant if the permit is denied or on others if it is allowed;

7. The effect of the activity on residential areas;

8. Any previous violations of this Chapter by the applicant; and

9. Any objections raised by neighbors potentially affected by the activity.

(d) Any violations of the conditions of an issued permit are a violation of this Chapter.

(e) Permits are subject to the following limitations:

1. No more than 4 permits will be issued in any calendar year for any Racetrack or Drag Strip.

2. 3 of the 4 permits shall be issued for 1 day only.

3. One of the 4 allowable permits may be issued to accommodate a special event for 3-4 consecutive days, as follows: It may be issued to allow practice on a Thursday and racing on Friday and Saturday. This permit may conditionally allow racing on Sunday, with no firing of engines, warm-up or racing to begin earlier than noon on Sunday, and only if all racing on either Friday or Saturday is canceled because of inclement weather.

SECTION 5. PENALTIES

(a) Criminal Penalties. Any Person(s) violating this Chapter, or any Section thereof, shall be guilty of a Class 3 misdemeanor and shall be fined not more than $500.00, or imprisoned for not more than 30 days, or both. Each occurrence of a violation shall be treated as a separate occurrence.

Civil Penalties. Any violation under the provisions of this Chapter subjects the offender to a civil penalty assessed by code enforcement. The penalty is in addition to the costs incurred by the County to correct violations of this Chapter. The penalty for a first violation of this Chapter shall be $250.00. The penalty for second and subsequent violations of this Chapter by the sae Person shall be $500.00 per violation. Each occurrence of a violation shall be treated as a separate offense. Civil penalties must be paid in full within 10 days after service of the citation.

(b) Equitable Remedies. This Ordinance may be enforced by equitable remedies, including, but not limited to, those in accordance with NCGS 153A-123 and 153A-140.

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
November 3, 2025	Economic Development	

AGENDA ITEM # 3

Approval of Agreement with WPCOG for Golden LEAF Grant Administration Services

BACKGROUND

Staff presents for consideration an agreement between Caldwell County and the Western Piedmont Council of Governments (WPCOG) for the provision of administrative assistance related to the Golden LEAF Foundation grant for the Evergreene Industrial Park Grading Project. The agreement outlines the scope of services to be provided by WPCOG, including technical and administrative support, for the period of November 1, 2025, through October 31, 2027.

Under the terms of the agreement, Caldwell County will compensate WPCOG an amount not to exceed $50,839.00 for the satisfactory performance of services as detailed in the attached Scope of Services. The agreement also includes provisions for travel, printing, and other related expenses, as well as terms for termination and modification.

RECOMMENDED MOTION

Approve the agreement with the Western Piedmont Council of Governments for administrative assistance related to the Golden LEAF Foundation grant for the Evergreene Industrial Park Grading Project and authorize the County Manager to execute the agreement on behalf of Caldwell County.

BUDGET IMPACT

None. Fee will be paid from the budgeted Sales Tax Reinvestment Fund monies.

APPROVED FOR BUDGET YEAR

Yes

ATTACHMENTS

1. Evergreene Golden Leaf Contract WPCOG DRAFT - 10.16.25

AGREEMENT BETWEEN THE
WESTERN PIEDMONT COUNCIL OF GOVERNMENTS AND
CALDWELL COUNTY, NC
FOR THE PROVISION OF
ADMINISTRATIVE ASSISTANCE
GOLDEN LEAF FOUNDATION GRANT
EVERGREENE INDUSTRIAL PARK GRADING PROJECT
NOVEMBER 1, 2025 – OCTOBER 31, 2027

This AGREEMENT, entered into on this the 1st day of November 2025 by and between the Western Piedmont Council of Governments (hereinafter referred to as the "Planning Agency") and Caldwell County, North Carolina (hereinafter referred to as the "Local Government"), WITNESSETH THAT:

WHEREAS, the Planning Agency is empowered to provide technical assistance by the North Carolina General Statutes and by resolution passed by the Planning Agency on April 17, 1972. Technical assistance shall consist of the provision of services as described in Attachment A, which is herein made a part of this Contract; and

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

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

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

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

2. **Travel and Printing**. The Local Government will pay for expenses related to conferences, conventions, seminars, local travel, etc. of the personnel when the Local Government requests or approves travel related to the Local Government's planning program, or if it is beneficial to both parties, the costs will be shared on an agreed-upon ratio. The Local Government will also pay for expenses related to printing of report(s), mailings to advisory boards, and other costs not related to normal travel and staffing costs associated with personnel furnished by the Planning Agency.

3. **Compensation**. The Local Government will pay the Planning Agency an amount of $50,839.00 (fifty-thousand eight-hundred and thirty-nine dollars) for the satisfactory performance of all services related to the administration of the project as defined in the attached Scope of Services. It is expressly understood and agreed that total compensation shall not exceed the sum specified without prior approval of both agencies. The Local Government will reimburse the Planning Agency monthly at a rate per hour for each of the personnel involved, which includes the salary, fringe benefits, travel and indirect costs, plus travel and other approved expenses. It is expressly understood and agreed that total

compensation will not exceed the maximum sum specified without prior approval of both agencies.

4. **Termination and 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 should be completed and all required reports, maps, and documents submitted during the period beginning November 1, 2025, and ending October 31, 2027.

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

7. **Nondiscrimination Clause**. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination with any program or activity funded.

8. **Age Discrimination Act of 1975, as amended**. No qualified person shall on the basis of age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.

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

10. **Access to Records and Record Retainage**. All official project records and documents must be maintained during the operation of this project and for a period of three years following closeout.

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 in direct proportion to the extent of services actually completed.

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

LOCAL GOVERNMENT:
CALDWELL COUNTY, NC

By: _____
County Manager

PLANNING AGENCY:
WESTERN PIEDMONT
COUNCIL OF GOVERNMENTS

By: _____
Executive Director

LOCAL GOVERNMENT:
CALDWELL COUNTY, NC

By: _____
Chair

PLANNING AGENCY:
WESTERN PIEDMONT
COUNCIL OF GOVERNMENTS

By: _____
Chair

Pre-audit Statement

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

By: _____
Local Government Finance Officer

ATTACHMENT A
SCOPE OF SERVICES

CALDWELL COUNTY, NC
GOLDEN LEAF FOUNDATION GRANT
EVERGREENE INDUSTRIAL PARK GRADING PROJECT
NOVEMBER 1, 2025 – OCTOBER 31, 2027

Introduction

The Western Piedmont Council of Governments (WPCOG) has worked with Caldwell County, NC on the Golden LEAF Foundation grant to complete clearing, grading, and stubbing an access road for a 9.34-acre site in the Evergreene Industrial Park.

The Scope of Services proposal is intended to describe the various administrative activities the WPCOG will provide as related to the Golden LEAF Foundation grant funds.

WPCOG Services

Kyle Case, Community & Economic Development Manager, will serve as Project Administrator and will provide the following specific activities:

- Assistance with the development of Caldwell County's Award Package.
- Assistance with the development and management of the overall project filing system.
- Preparation of all pay request recommendations for the County.
- Requisition of grant funds.
- Monitor job creation by incoming businesses.
- Preparation of all reports required by Golden LEAF Foundation.
- Provide updates to County Manager and staff on status of project as needed.

The County will be responsible for the following:

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

Administrative Fee

The WPCOG proposes to provide the above-described services for a fee not to exceed contract of $ 50,839.00.

Budget

Salaries	$25,240.00
Fringe Benefits	$12,583.00
Travel	$1,425.00
Indirect	$11,591.00
TOTAL	$50,839.00

Amendments and Termination

Caldwell County can terminate this contract by giving a one-month written notice. Should there be the need to amend this proposal during the term of the project, either party may do so with the approval of the other.

ASSURANCES OF COMPLIANCE

ATTACHMENT B

Executive Order 11246

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. Such action shall include but not be limited to the following: recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, notice advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies involved as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or threatened with, litigation with a subcontractor or vendor as a result of such direction by the

contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ATTACHMENT C

Section 3 Clause

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

a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.
b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
c. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment and training.
d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations Issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice of knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors or assigns to those sanctions specified by the grant or loan agreement of contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

ATTACHMENT D

Lobbying Clause

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

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

E-VERIFY ADDENDUM

Party hereby acknowledges that "E-Verify" is the federal E-Verify program operated by the US Department of Homeland Security and other federal agencies which is used to verify the work authorization of newly hired employees pursuant to federal law and in accordance with Article 2, Chapter 64 of the North Carolina General Statutes. Party further acknowledges that all employers, as defined by Article 1, Chapter 64 of the North Carolina General Statutes, must use E-Verify and after hiring an employee to work in the United States/shall verify the work authorization of the employee through E-Verity in accordance with NCGS §64-26(a). Party hereby pledges, attests and warrants through execution of this Agreement that Party complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes and further pledges, attests and warrants that any third-party Party currently employed by or subsequently hired by Party shall comply with any and all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this Agreement.

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
November 3, 2025	Administration	

AGENDA ITEM # 4

Interdepartmental Transfer Policy

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
November 3, 2025	Administration	

AGENDA ITEM # 5

Donation of Items to the 4H Program

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. NRA Grant Proposal App Aces for County_

NC STATE EXTENSION

N.C. Cooperative Extension
Caldwell County Center
caldwell.ces.ncsu.edu

120 Hospital Ave, STE 1
Lenoir, NC 28645
P: 828-757-1290

NRA Grant Proposal

Appalachian Aces 4-H Youth Shooting Sports Program

The NRA Foundation State Fund Grant Program provides funding to eligible organizations that promote marksmanship and shooting sports education across the United States. Each year, local Friends of NRA committees raise funds through community events, and those proceeds are distributed within the same state through this grant program.

The goal of the NRA Foundation's State Fund Grant is to support programs that teach safe and responsible shooting practices, foster youth development through structured training, and preserve America's shooting sports traditions. Grants may fund equipment, supplies, training materials, and other resources directly tied to educational and safety-focused activities.

By applying for this grant, the Appalachian Aces 4-H Youth Shooting Sports Program seeks to partner with the NRA Foundation in fulfilling its shared mission: to provide hands-on education that builds confidence, discipline, safety awareness, and respect for shooting sports among youth participants.

Program Overview

The Appalachian Aces 4-H Youth Shooting Sports Club of Caldwell County, North Carolina, is entering its fifth year serving youth ages 10-18 at no cost to participants. Practices are held weekly from May through October on a local farm, averaging 25 youth participants with an equal balance of male and female members and four certified coaches (two male, two female).

The Aces began with archery in year one and added additional disciplines in year two. The club operates under the umbrella of the National 4-H Shooting Sports Program and NC 4-H Shooting Sports, offering high-quality, safe, and educational opportunities for local youth.

<u>Safety is the cornerstone of our program.</u>
4-H Shooting Sports is recognized as one of the safest youth programs in the nation, with fewer than three serious injuries recorded since 1985, despite reaching over one million youth participants each year. All leaders and instructors are required to complete nationally approved training and undergo a comprehensive background check before working with youth. This ensures every participant practices and competes in a safe, positive, and closely supervised environment.

Approximately 75% of participants rely on club-provided equipment, including Genesis compound bows and PSE recurve bows. Much of our current gear is aging and heavily used, which can impact both safety and skill development. Adding new, reliable equipment will allow our youth to train more effectively and safely.

Participants represent a diverse cross-section of Caldwell County youth, including public, private, and homeschool students, ages 10-18, from a variety of economic and ethnic backgrounds. Many develop a deep interest in shooting sports, eventually purchasing their own gear and competing in district and state competitions. In 2024, 10 members competed at the district level, and 5 to 10 qualified for the state competition.

Beyond marksmanship, members learn equipment mechanics, shooting sports history, and sportsmanship. They also give back through community service, assisting at local 4-H events, teaching younger youth, and volunteering at community festivals.

Project Purpose and Goals

This proposal requests **$5,000 in NRA grant funding** to expand and strengthen the Appalachian Aces 4-H program. Funds will be used to:

- **Replace worn-out equipment**: Purchase new archery target cores, ammo, 3-D shooting games, and arrows.
- **Improve competition readiness**: Provide high-quality equipment that gives members a fair opportunity to excel at district and state events.
- **Enhance engagement**: Introduce shooting sports games and develop a 3D archery course to provide off-season practice and outdoor learning.
- **Increase accessibility**: Offset costs of arrows and targets for families and continue offering the program at no charge.

Through these goals, the Appalachian Aces will continue to build confidence, discipline, and responsibility among Caldwell County youth while promoting safe, educational experiences in shooting sports.

Expected Outcomes and Evaluation

Program success will be measured by:

- Increase total club membership by at least five members.
- Tracking and comparing pre- and post-season accuracy scores and competition results.

- Introducing all participants to 3D archery shooting and outdoor range skills.

These measurable outcomes will demonstrate both skill growth and the expansion of youth engagement in responsible shooting sports education.

Sponsorship and Recognition

If awarded, the NRA Foundation will be recognized as a primary sponsor of the Appalachian Aces 4-H Youth Shooting Sports Program through:

- Display of an NRA recognition certificate at the Caldwell County 4-H Extension Office.
- Inclusion of the NRA Foundation name or logo (pending approval) on club shirts and equipment cases.
- Acknowledgment in local news, social media, and promotional materials.

Budget

Requested Amount: $5,000

Current Sponsors:

- Pepsi: $300 donation (2024)

Item	Description	Cost
Archery target cores	6 high-density replacement cores	$1,500
Arrows & target supplies	Shared club supply	$1,200
3D archery targets & range setup	Outdoor course materials	$1,800
Equipment cases & maintenance	Safe storage, minor repairs	$500
Total Request		**$5,000**

The program remains free to youth participants, with parents only asked to supply arrows or small accessories when possible. Grant funding will directly reduce these out-of-pocket expenses and sustain the club's growth for years to come.

About the Grantor: The NRA Foundation

The NRA Foundation is a 501(c)(3) tax-exempt charitable organization dedicated to supporting educational programs that promote marksmanship, safety, and youth development across the United States.

Tax ID (EIN): 52-1710886

Mailing Address: 11250 Waples Mill Road, Fairfax, VA 22030-9400

Phone: 800-554-9498

Website: www.nrafoundation.org

The Foundation distributes State Fund Grant awards through its network of local Friends of NRA committees, ensuring funds raised within each state directly benefit local programs and youth education efforts.

Conclusion

The Appalachian Aces 4-H Youth Shooting Sports Program empowers youth through hands-on education, safety, mentorship, and skill development. By investing in this program, the NRA Foundation will be helping to:

- Strengthen youth leadership and confidence,
- Promote safety and respect in shooting sports, and

Preserve America's outdoor recreation heritage for future generations.

We are proud to be raising responsible, capable, and community-minded young citizens who appreciate their freedoms and use them wisely.

Caldwell County 4-H Youth Development is a proud United Way member agency.

Caldwell County
North Carolina
Board of Commissioners Meeting

October 27, 2025, at 6:00 PM
City-County Chambers
905 West Avenue NW, Lenoir

MINUTES

Call to Order
Chairman Church called the October 27, 2025, Board of Commissioners Meeting to order at 6:03 PM.

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

Invocation
Pastor Manny Elswick of Central Advent Christian Church came to the podium to provide the invocation for those in attendance.

Pledge of Allegiance
Commissioner Patrick Starnes led the Pledge of Allegiance for those in attendance.

Agenda Amendments from the Board, Manager & Public
Interim County Manager Wayne Rash informed the Board of one amendment to the agenda. The amendment was to move item 10, the appointment and swearing in of Iris Whitt as Interim/Deputy Clerk to the Board, to the beginning of the agenda. This needs to be done to allow Iris Whitt to perform the duties of Interim/Deputy Clerk to the Board for the remainder of the meeting.

Vice Chairman LaBrose made a motion to accept the agenda as presented. The motion carried unanimously.

Agenda Items

1. **Appointment of Iris Whitt as Deputy Clerk to the Board**
   Chairman Church made a motion to appoint Iris Whitt as Interim/Deputy Clerk to the Board of Commissioners. The motion carried unanimously. Register of Deeds Wayne Rash administered the oath of office.

2. **VAYA Health**
   Dustin Burleson from VAYA Health came to the podium to discuss the services they provide and the funding challenges they are experiencing due to federal cutbacks and budget uncertainty at the state level.

3. DSS H.R. 1 Updates

The DSS Director, Kim Arnett, came to the podium to discuss the local budgetary impact due to SNAP and Medicaid funding reductions in HR1 which passed the US House and Senate and was signed into law by the President. Additionally, she discussed the ongoing federal government shutdown that will impact county residents who receive benefits from the SNAP program.

4. Discussion of County Manager

After a discussion of the manager search process, Commissioner Starnes made a motion that the board approve the county manager employment contract for Billy Shane Fox as County Manager of Caldwell County. The motion carried unanimously. Chairman Church noted he would start December 1, 2025, and introduced Mr. Fox and his wife Jennifer.

Mr. Fox thanked the Commissioners for the opportunity and looks forward to working with everyone.

Consent

5. Communication Center Recorder

This budget revision allows for the purchase of a new recording system for the emergency communications center. The total cost of this item is $154,132.00. The majority of that amount, $149,179.00, is eligible for 911 funds. The remaining $4,953.00 can be covered by the existing budget in the communications center.

6. Budget Revision 911 fund repayment

This budget revision moves funds from the general fund to the 911 fund. The reason for this transfer is that the state deemed certain purchases ineligible.

7. Designation of Agent Form for Hazard Mitigation Grants for Water Department

This is a designation form as required by the Hazard Mitigation Grant Application that has been signed by interim County Manager Wayne Rash, designated as the primary agent and Jimmy Harrison as the secondary agent. The Hazard Mitigation Grant provides the Water Department with funds. These funds will be used to replace and/or update several of our water pump stations that were affected by Hurricane Helene.

8. Budget Revision - Water Fund Ticket System

This budget revision allows the water department to purchase a new ticketing system to help them keep up with their tasks.

9. Budget Revision - Forklift for Warehouse

This revision allows the county to purchase a forklift and other equipment for the new warehouse using grant funds awarded in the previous year.

10. Jury Commission Appointment

This is a Jury Commission Appointment for Monty Richard Woods.

11. Caldwell County Housing Appeals Board Appointments

This is the appointment of Tracy Daryl Cornett, William "BJ" Fore, Phil Case, and Mitchell Laws to the Caldwell County Housing Appeals Board.

12. EMS Peer Review Committee Appointments

This is the appointment of Courtney Smith, Travis Davenport, Tommy Courtner, Adam Johnson, Kaylee Davis Pittman, and Norman Staines to the EMS Peer Review Committee. Commissioner Mike LaBrose will serve as the elected official of this board.

13. Approval of Minutes from September 22, 2025, Meeting

The approval of September 22, 2025, meeting minutes was requested.

Commissioner LaBrose made a motion to accept the consent agenda as presented. The motion carried unanimously.

Adjourn

Commissioner Mike LaBrose made a motion to adjourn at 7:00 PM. The motion carried unanimously.