Caldwell County
North Carolina
Board of Commissioners Meeting

February 23, 2026 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 Dr. Josh Hughes, First Baptist Church Lenoir***

Pledge of Allegiance ***Commissioner, Mike LaBrose***

Agenda Amendments from the Board, Manager & Public

Agenda Items

1.	Recognition *Shane Fox*	Appointment of Tasha Brown as Clerk to the Board
2.	Resolution *Shane Fox*	Recognizing the Retirement of Leslie Griffin
3.	Public Hearing *Trevor Key*	Ambulance Franchise with Surge Non-Emergency Medical Transport
4.	Public Hearing *Ashley Bolick*	Local Jobs Retention Grant for Bakers Waste Equipment, LLC
5.	Public Hearing *Ashley Bolick*	Sales Tax Reinvestment Fund Request for Economic Development

Consent

6.	Budget Revisions	Budget Revision - Airport Utilities Study Grant
7.	Budget Revisions	Budget Revision - Health Department
8.	Budget Revisions	Budget Revision and Capital Project Ordinance for Wilson Creek Visitor Center Repairs and Renovations Grant
9.	Budget Revisions	Budget Revision and Project Ordinance for Collettsville Convenience Site Water Line Extension

10.	Budget Revisions	Budget Revision - Animal Care and Enforcement Donated Funds
11.	Budget Revisions	UnderCover Vehicle Trade
12.	Resolution	Surplus Property-Service Weapon for Jerry Simmons
13.	Consent Agenda	IVC Transport Agreement Approval
14.	Items for Decision	Appointments to Board of Equalization and Review
15.	Consent Agenda	Transportation Agreement for Recovery Court Participants
16.	Consent Agenda	EDA Disaster Grant Program Application
17.	Items for Decision	Reappointment of Town of Sawmills ETJ Planning Member
18.	Consent Agenda	NC Governor's Crime Commission— Court Based Crisis Programming Grant
19.	Items for Decision	Approval of Minutes from January 29, 2026, Board of Commissioners Meeting

Closed Session

20.	Items for Decision	Closed Session Pursuant to NCGS 143-318.11(a)(4) and NCGS 143-318.11(a)(6)

Adjourn

Board of Commissioners Meeting

Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
February 23, 2026	Administration	Shane Fox

AGENDA ITEM # 1

Appointment of Tasha Brown as Clerk to the Board

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
February 23, 2026	Administration	Shane Fox

AGENDA ITEM # 2

Recognizing the Retirement of Leslie Griffin

BACKGROUND

Library Director, Leslie Griffin, will be retiring March 1, 2026.

RECOMMENDED MOTION

Approval of resolution.

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Resolution for Leslie Griffin Retirement 2.23.2026

RESOLUTION

4-2026

RESOLUTION RECOGNIZING THE RETIREMENT OF LIBRARY DIRECTOR LESLIE GRIFFIN

WHEREAS, Caldwell County Library Director Leslie Griffin is retiring from Caldwell County after 8 ½ years of service; and

WHEREAS, Leslie began work for Caldwell County in June 2017 as an Adult Services Librarian, then became Interim Library Director in February 2020, and was appointed Library Director in June 2021; and

WHEREAS, Leslie has worked in libraries since 2006; she has loved serving communities in her roles, and working with a fantastic team at the Caldwell County Library; and

WHEREAS, Leslie worked with library staff to revamp the collection, increase access and circulation, and increase programming and outreach for diverse groups within our community; and

WHEREAS, Leslie worked with the Commissioners to offer fine-free book check-outs and other services to our customers; and

NOW THEREFORE BE IT RESOLVED THAT, the Caldwell County Board of Commissioners takes pleasure in recognizing the achievements of Library Director Leslie Griffin during her time with Caldwell County; and

BE IT FURTHER RESOLVED THAT, the Caldwell County Board of Commissioners thanks Leslie for the time she has served Caldwell County and its citizens and wishes Leslie a happy retirement.

Adopted this 23rd day of February 2026.

Randy T. Church, Chairman	Donnie Potter, Commissioner
Michael W. LaBrose, Vice-Chairman	Patrick Starnes, Commissioner
Jeff Branch, Commissioner	Attest: Iris Whitt, Interim County Clerk

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
February 23, 2026	Emergency Services	Trevor Key

AGENDA ITEM # 3

Ambulance Franchise with Surge Non-Emergency Medical Transport

BACKGROUND

Healthcare Rides LLC, dba SURGE non-emergency medical transport is applying for an ambulance franchise contract as required by GS 153A-250 and Chapter 7 (Emergency Medical Services) of the Caldwell County Code of Ordinances. A franchise agreement is required to allow SURGE to operate a stretcher service within Caldwell County to transport patients that require a stretcher. Per NCAC 13p.0222, Patients that require stretcher transport must be transported by an licensed EMS Provider. This service will primarily be utilized to transport stretcher/bed bound patients from residences and medical facilities to doctor's appointments, hospital discharges to residences and nursing facilities, and Hospice transports outside of Caldwell County. SURGE Non-Emergency Medical Transport has met all required licensing requirements from NCOEMS and has a current license and certified/inspected ambulance.

RECOMMENDED MOTION

BUDGET IMPACT

No impacts to budget.

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Surge Transport Franchise Application



Healthcare Ride Solutions, LLC, DBA SURGE Non-Emergency Medical Transport

1015 2nd St. NE, Suite 202

Hickory, NC 28601

Application for a Franchise to operate an Ambulance Service in Caldwell County

(A) Legal Name

Healthcare Ride Solutions, LLC, DBA SURGE Non-Emergency Medical Transport

1015 2nd St. NE, Suite 202

Hickory, NC 28601

Phone: 918-701-9178 828-850-0619

Email: surgemedicaltransports@gmail.com

(B) Trade or Fictitious Names:

None

(C) Training and medical care of patients:

All personnel who provide patient care are licensed by the State of North Carolina OEMS as an EMT or higher and are registered with OEMS. Training Requirements Attached.

(D) Ambulance Certification:
Attached.

(E) Operation Location:
1015 2nd St. NE, Suite 202
Hickory, NC 28601

(F) Attached Business License

(G) Level of Service:
BLS Convelescent Ambulance service is to assist Caldwell EMS, UNC Caldwell Healthcare, and Nursing Facilities as needed for services such as Hospital discharges, Hospital transfers, Hospice transport, and Skilled Nursing Facility Appointments.

(H) Other Information:

SURGE Convalescent Ambulance services are intended to provide services within the boundaries of Caldwell County. SURGE was licensed as a NCOEMS Ambulance Provider in July 2025, License # 3075. Dr. Seth Hawkins serves as the Medical Director for SURGE Medical Transport. SURGE will operate under the Caldwell County EMS System Plan to provide non-emergency convalescent medical transport within Caldwell County Transporting people that are in stable condition with the need to remain in a laying or reclined position during such transportation. SURGE provides non-emergency stretcher transport service scheduled during the hours of operation. Services will be available outside of regular business hours as approved and scheduled in advance.

SURGE currently provides wheelchair and ambulatory services within the areas of Caldwell County, Catawba County, Burke County, Watauga County and Wilkes County. The vast majority of current SURGE transports are within the boundaries of Caldwell County. Current clients within the county include Caldwell County Department of Social Services as well as The Shaire Center.

Attachments

Exhibit A-Proof of Insurance

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/24/2025

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

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

PRODUCER	CONTACT NAME: Kristi Shoup
Clay Anders Insurance Services 521 Harper Ave SW Lenoir, NC 28645	PHONE (A/C, No, Ext): (828)758-5551 FAX (A/C, No): (828)348-1474 E-MAIL ADDRESS: kristishoup@clayandersinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Stonewood Insurance Co	11828M
INSURER B : Appalachian Underwriters	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: Healthcare Ride Solutions, LLC
DBA: SURGE Non-Emergency Medical Transport
941 W I 35 Frontage Rd Ste 116 PMB 127
Edmond, OK 73034-7375

COVERAGES CERTIFICATE NUMBER: 00070747-0 REVISION NUMBER: 16

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	[ ] CLAIMS-MADE [ ] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY			JSA100281001	09/25/2025	09/25/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,500,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ 100,000/30
	[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ 50,000
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		WC-08295-2024	09/25/2025	09/25/2026	[X] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [Y] (Mandatory in NH)						E.L. EACH ACCIDENT	$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THE EXCLUDED MEMBER IS RYAN GRAFF-OWNER

CERTIFICATE HOLDER

Caldwell County Emergency Services
P.O. Box 2200
Lenoir, NC 28645

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

(KES)

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Staff Credentialing and Recruitment Plan

For SURGE Non-Emergency Medical Transportation
Service Type: Convalescent Ambulance Operations
Location: Hickory, North Carolina

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1. Purpose

The purpose of this plan is to establish a clear process by which **SURGE Non-Emergency Medical Transportation (SURGE NEMT)** will recruit, credential, and maintain qualified personnel for the safe and compliant operation of **Convalescent Ambulance services** in Caldwell County, North Carolina. This plan ensures compliance with all **North Carolina Office of EMS (NCOEMS)** regulations, local ordinances, and healthcare safety standards.

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2. Staffing Requirements

SURGE NEMT will maintain appropriate staffing levels to meet operational needs, ensure passenger safety, and maintain compliance with state and federal requirements for convalescent-level transport.

Each ambulance will be staffed with:

- **At least one EMT-Basic** (credentialed by the NC Office of EMS).
- **One Certified Driver** (EMR or EMT)

Additional staff may include:

- **Manager of Supervisors or Training Coordinators** to oversee credentialing and quality assurance.

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3. Recruitment Strategy

3.1 Local and Regional Outreach

- Partner with **local community colleges** and **technical institutes** such as **Catawba Valley Community College** and **Western Piedmont Community College**, which offer EMT and paramedic programs.
- Attend **EMS career fairs**, **job expos**, and **veteran employment events** in the Hickory and surrounding areas.

- Post job openings on:
    - **NCWorks** (North Carolina's official job network)
    - **Indeed and EMS1.com**
    - **SURGE's official website and social media platforms**

3.2 Internal Referrals

- Implement an **employee referral incentive program** to encourage existing staff to recommend qualified EMTs or drivers.

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4. Credentialing and Verification Process

All candidates will be required to provide verifiable documentation before employment. The **Credentialing Coordinator** will ensure completion of all background, license, and compliance checks.

4.1 Required Credentials

- **Valid North Carolina EMT or Paramedic certification** (as issued by NCOEMS).
- **Valid North Carolina driver's license** with clean driving record.
- **CPR and BLS certification** through the **American Heart Association** or **Red Cross**.
- **Drug and alcohol screening** (pre-employment and random testing).
- **Criminal background check** (local, state, and national).
- **Verification of education and EMS training program completion.**

4.2 Credential Tracking

- SURGE will maintain an **electronic record of credentials.**
- The system will track **expiration dates**, issue **renewal reminders**, and store **digital copies** of all licenses and certifications.

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5. Orientation and Training

5.1 New Hire Orientation

All new staff will complete a structured **orientation program** covering:

- Company policies
- HIPAA and passenger privacy compliance
- Vehicle operation and safety procedures
- Emergency communications and dispatch training
- Proper passenger transfer and stretcher handling

5.2 Field Training

Each employee will undergo **supervised field training** with an experienced EMT before independent assignment.

- A **minimum of three passenger transports (observation and evaluations)** will be required.
- Completion will be documented on a **Training Verification Form** signed by the FTO.

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6. Continuing Education and Recertification

SURGE NEMT will ensure staff maintain active certification status through ongoing education.

- Provide **paid continuing education** opportunities via local EMS programs.
- Track **CE hours and license renewals** in the HR system.

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7. Quality Assurance & Compliance Oversight

- **Quarterly audits** will review documentation, license validity, and performance evaluations.
- Any staff member found out of compliance will be **temporarily removed from duty** until credentials are renewed or verified.

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8. Timeline for Implementation

Phase	Description	Target Completion
Phase 1	Finalize hiring criteria and post job openings	Week 1
Phase 2	Begin candidate screening and interviews	Weeks 2–3
Phase 3	Verify credentials and complete background checks	Weeks 3–4
Phase 4	Conduct orientation and field training	Weeks 5–6
Phase 5	Launch credential tracking system and ongoing audits	Week 7 and ongoing

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9. Summary

SURGE Non-Emergency Medical Transportation is committed to maintaining **a fully credentialed, professional, and compliant EMS workforce**.
By establishing a structured recruitment, verification, and training process, the organization ensures safe, reliable, and high-quality convalescent ambulance care for every passenger served.

NC DEPARTMENT OF
HEALTH AND
HUMAN SERVICES
Division of Health Service Regulation

JOSH STEIN • Governor
DEVDUTTA SANGVAI • Secretary
MARK PAYNE • Director, Division of Health Service Regulation

July 31, 2025
2017 N. Center St
Hickory, NC 28601
Surge Non-Emergency Medical Transport

Dear Ryan Graff,

Your application to operate as a licensed emergency medical service provider has been approved. According to our record, Surge Non-Emergency Medical Transport is affiliated with the Caldwell County EMS System. Please review the enclosed license to ensure that the information is correct. Your license should be permanently displayed at the primary provider base; photocopies of the license are acceptable to be displayed in satellite and/or other locations.

Thank you for your continued support, and feel free to call upon us if we can assist you in any way.
Sincerely,

Tom Mitchell, Chief
Office of Emergency Medical Services

Cc: Tom Mitchell, Chief NCOEMS
Chuck Lewis, Assistant Chief NCOEMS
James Caldwell, System Specialist NCOEMS

NC DEPARTMENT OF HEALTH AND HUMAN SERVICES • DIVISION OF HEALTH SERVICE REGULATION
OFFICE OF EMERGENCY MEDICAL SERVICES
LOCATION: 1201 Umstead Drive, Wright Building, Raleigh, NC 27603
MAILING ADDRESS: 2707 Mail Service Center, Raleigh, NC 27699-2707
www.ncdhhs.gov/dhsr/ • TEL: 919-855-3935 • FAX: 919-733-7021
AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

State of North Carolina

Office of Emergency Medical Services

Medical Care Commission

Department of Health and Human Services

Division of Health Service Regulation

Having met the requirements of North Carolina General Statute 131E-155.1 and the rules of the North Carolina Medical Care Commission for the licensing of EMS Agencies.

SURGE Non-Emergency Transport

is hereby issued an EMS Agency License

This License, Number 3075, expires the last day of July, 2031

Division of Heath Service Regulation

Office of Emergency Medical Services

VIN	Model Year	Unit Name	Permit	Expiration	Permit Type	Level	Status
1FBAX2C80MKA30661	2021	S1	NC007635	01/31/2028	Permanent	Convalescent	In Service

LIMITED LIABILITY COMPANY ANNUAL REPORT

1/6/2022

NAME OF LIMITED LIABILITY COMPANY: Healthcare Ride Solutions, LLC

SECRETARY OF STATE ID NUMBER: 2873474 STATE OF FORMATION: NC

REPORT FOR THE CALENDAR YEAR: 2025

Filing Office Use Only
E - Filed Annual Report
2873474
CA20250670229?
3/8/2025 09:33

☐ Changes

SECTION A: REGISTERED AGENT'S INFORMATION

1. NAME OF REGISTERED AGENT: Ryan Steven Graff

2. SIGNATURE OF THE NEW REGISTERED AGENT: _____
SIGNATURE CONSTITUTES CONSENT TO THE APPOINTMENT

3. REGISTERED AGENT OFFICE STREET ADDRESS & COUNTY
2017 N Center St Ste C
Hickory, NC 28601-1861 Catawba County

4. REGISTERED AGENT OFFICE MAILING ADDRESS
2017 N Center St Ste C
Hickory, NC 28601-1861

SECTION B: PRINCIPAL OFFICE INFORMATION

1. DESCRIPTION OF NATURE OF BUSINESS: Non-Emergency Medical Transportation

2. PRINCIPAL OFFICE PHONE NUMBER: (918) 701-9178

3. PRINCIPAL OFFICE EMAIL: Privacy Redaction

4. PRINCIPAL OFFICE STREET ADDRESS
2017 N. Center St., Suite C
Hickory, NC 28601

5. PRINCIPAL OFFICE MAILING ADDRESS
2017 N. Center St., Suite C
Hickory, NC 28601

6. Select one of the following if applicable. (Optional see instructions)

☐ The company is a veteran-owned small business

☐ The company is a service-disabled veteran-owned small business

SECTION C: COMPANY OFFICIALS (Enter additional company officials in Section E.)

NAME: Ryan Steven Graff	NAME:	NAME:
TITLE: Authorized Signatory	TITLE:	TITLE:
ADDRESS: 2017 N. Center St., Suite C Hickory, NC 28601	ADDRESS:	ADDRESS:

SECTION D: CERTIFICATION OF ANNUAL REPORT. Section D must be completed in its entirety by a person/business entity.

Ryan Steven Graff
SIGNATURE

3/8/2025
DATE

Form must be signed by a Company Official listed under Section C of This form.

Ryan Steven Graff
Print or Type Name of Company Official

Authorized Signatory
Print or Type Title of Company Official

This Annual Report has been filed electronically.

MAIL TO: Secretary of State, Business Registration Division, Post Office Box 29525, Raleigh, NC 27626-0525

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
February 23, 2026	Economic Development	Ashley Bolick

AGENDA ITEM # 4

Local Jobs Retention Grant for Bakers Waste Equipment, LLC

BACKGROUND

Staff respectfully requests Board approval of a Local Jobs Retention Grant for Bakers Waste Equipment, LLC.

Iron Crest is a rapidly growing manufacturer and solutions provider for commercial trash containers. Over the past two years, the Company has evaluated expansion and acquisition opportunities nationwide, including locations in Texas and Pennsylvania, as part of a strategy to restructure its business model and establish a North American headquarters for the compactor industry.

The Company has acquired an existing business located at 1808 Norwood St SW in Lenoir that was at risk of closure. The approximately $10 million-plus investment includes the acquisition of the business, retooling equipment, and retraining the existing workforce. In recognition of the business's history in Caldwell County, the Company will operate under the Bakers Waste Equipment name.

As a result of this investment, 150-plus existing jobs at the Lenoir facility will be retained, with an anticipated addition of 12 new positions over the next three to five years. The projected average annual wage is approximately $60,000, compared to the Caldwell County average wage of $51,338. The Company will also offer health insurance and cover more than 50% of the premium.

Staff recommends approval of a Local Jobs Retention Grant in the amount of $2,000 per retained job for up to 150 jobs, subject to a one-year retention period. Grant payments will be made in quarterly increments and are contingent upon the Company maintaining at least 90% of the committed jobs, in accordance with the terms of the grant agreement. If the Company retains fewer than one hundred fifty (150) jobs but not less than ninety percent (90%) of such jobs for the full retention period, the final grant payment shall be reduced on a per-job basis at the rate of Two Thousand Dollars ($2,000) for each Job not retained.

This project has been reviewed and recommended for approval by the Caldwell County Economic Development Advisory Committee.

RECOMMENDED MOTION

I move to approve the local jobs retention grant as presented.

BUDGET IMPACT

Funds from Sales Tax Reinvestment Fund. Already budgeted for fiscal year.

APPROVED FOR BUDGET YEAR

Yes

ATTACHMENTS

1. Bakers Waste Jobs Retention Grant 2.23.26

NORTH CAROLINA

LOCAL JOBS RETENTION AGREEMENT

CALDWELL COUNTY

This Local Jobs Retention Agreement ("this Agreement") is entered into by and between CALDWELL COUNTY ("County"), a political subdivision of the State of North Carolina, and BAKERS WASTE ("Company"), a North Carolina corporation having a place of business located in Caldwell County, North Carolina.

WITNESSETH:

WHEREAS, pursuant to the authority of North Carolina General Statutes §158-7.1, County has, after conducting a public hearing on this Agreement, agreed to provide certain incentives to Company upon the terms and conditions described hereinafter; and

WHEREAS, Company has agreed to make certain contractual commitments to County with regard to the creation and retention of new jobs, as well as the retention of existing jobs, at its manufacturing facilities in Caldwell County; and

WHEREAS, County finds that this Agreement will increase the population, taxable property, employment, industrial output, and business prospects of the Caldwell County; and

WHEREAS, the parties desire hereby to document their respective commitments, and, to the fullest extent permitted by North Carolina law, contractually bind themselves thereto:

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the parties agree and contract as follows:

1. Company agrees to exercise its best efforts to retain one hundred fifty (150) full-time “Jobs” at its place of business located in Caldwell County, North Carolina. Each Job must be continuously retained for a period of one (1) year (the “Retention Period”) and documented in accordance with County’s established policy in order to be eligible for grant funding under this Agreement. Each Job must be continuously retained for the full Retention Period to avoid the repayment obligations set forth herein. For purposes of this Agreement, a “Job” means a full-time position at Company’s facility in Caldwell County, North Carolina. “Full-time” means an annual average of not less than thirty (30) hours of paid worktime per week.
2. Company acknowledges that retention of one hundred fifty (150) Jobs is the minimum threshold required to qualify for grant funding under this Agreement. If Company fails to retain at least one hundred fifty

(150) Jobs in accordance with Section 1, Company shall not be eligible to receive grant payments, except as expressly provided under the incremental disbursement provisions of Section 4.

3. Subject to the terms and conditions of this Agreement, County agrees to provide Company with a Job Retention Grant in the amount of TWO THOUSAND DOLLARS ($2,000) per Job for each of the one hundred fifty (150) Jobs retained for the full Retention Period, payable in accordance with the incremental disbursement provisions set forth in Section 4.
4. The total grant award shall be disbursed in incremental payments equal to twenty-five percent (25%) of the total grant amount. Grant eligibility and payment shall be evaluated on a quarterly basis during the grant term. For each quarterly payment period, Company shall be eligible to receive the full incremental grant payment for such quarter provided County verifies that Company has continuously retained not less than ninety percent (90%) of the total number of Jobs committed under this Agreement, as defined in Section 1, for the applicable portion of the one-year Retention Period. No quarterly payment shall be made for any period in which the ninety percent (90%) retention threshold is not satisfied. The final grant payment shall be subject to adjustment based on the actual number of Jobs continuously retained by Company for the full one-year Retention Period. If Company retains fewer than one hundred fifty (150) Jobs but not less than ninety percent (90%) of such Jobs for the full Retention Period, the final grant payment shall be reduced on a per-Job basis at the rate of Two Thousand Dollars ($2,000) for each Job not retained. By way of example only, if Company retains one hundred forty-three (143) Jobs for the full Retention Period, the final grant payment shall be reduced by Fourteen Thousand Dollars ($14,000). All grant payments remain subject to the documentation, verification, and repayment provisions of this Agreement.
5. Company shall document its compliance with the Job retention requirements of this Agreement by providing County copies of its quarterly Form NCUI 101 (Employer's Quarterly Tax and Wage Report), payroll records, and such other reports or documentation as County may reasonably request. County shall have the right to verify Company's continued eligibility for grant payments at any time during the grant term and Retention Period.
6. If Company fails to continuously retain any Job for the full Retention Period after receiving a grant payment attributable to such Job, Company shall repay to County the grant amount received for that Job, calculated at Two Thousand Dollars ($2,000) per Job, subject to the ninety percent (90%) retention framework set forth in Section 4. Any repayment required under this Section shall be paid within ninety (90) days after the date on which Company fails to satisfy the applicable retention requirement. Any amount not paid when due shall bear interest at the rate of five percent (5%) per annum beginning on the ninety-first (91st) day until paid in full.

7. Should County enforce the clawback provision as permitted by this Agreement, County shall be entitled to payment of its reasonable attorney's fees by Company arising out of County's enforcement of said clawback provision.
8. County will be obligated to pay the grant provided in this Agreement only if Company is current in its payments of all taxes, charges and fees owed to County.
9. No provision of this Agreement shall be construed or interpreted as creating a pledge of the faith and credit of County within the meaning of any constitutional debt limitation. No provision of this Agreement shall be construed or interpreted as delegating governmental powers as a donation or a lending of the credit of the County within the meaning of the State constitution. This Agreement shall not directly or indirectly or contingently obligate the County to make any payments beyond those appropriated in its sole discretion for any fiscal year in which this Agreement shall be in effect. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of the County's monies, nor shall any provision of this Agreement restrict, to any extent prohibited by law, any action or right of action on the part of any future County governing body. To the extent of any conflict between this paragraph and any other provision of this Agreement, this paragraph shall take priority.
10. Company's interest in this Agreement is not assignable without the prior express written consent of County, which may be given or withheld in its sole discretion.
11. (a) Any communication required or permitted by this Agreement must be in writing except as expressly provided otherwise in this Agreement.

    (b) Any communication shall be sufficiently given and deemed given when delivered by hand or five days after being mailed by first-class mail, postage prepaid, and addressed as follows:

        (1) If to Company, to _____, Bakers Waste, 1808 Norwood Street SW, Lenoir, North Carolina 28645;

        (2) If to County, to County Manager, Caldwell County, Post Office Box 2200, Lenoir, North Carolina 28645, and Director, Caldwell County Economic Development, Post Office Box 2200, Lenoir, North Carolina 28645.

    (b) Any communications hereunder sent to a party shall also be sent to all other parties.

    (c) Any addressee may designate additional or different addresses for communications by notice given under this paragraph to each of the others.
12. If any provision of this Agreement shall be determined to be unlawful or otherwise unenforceable, all other provisions of this Agreement shall remain in full force and effect.
13. This Agreement constitutes the entire agreement between the parties, and this Agreement shall not be modified except in writing signed by both parties.

14. No official, agent or employee of County shall be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions Contemplated hereby. Such officials, agents, or employees shall be deemed to execute such documents in their official capacities only, and not in their individual capacities.
15. Company represents that this Agreement, and the execution of this Agreement by its officer as indicated below, has been approved in the manner required by its articles of incorporation, any shareholder agreement, and the applicable laws of its jurisdiction of incorporation, and that when duly executed and delivered as indicated below, this Agreement will constitute a valid and binding contract as to Company.
16. This Agreement is entered into pursuant to the laws of the State of North Carolina, and shall be construed and enforced thereunder, In the event of litigation for any alleged breach of this Agreement, exclusive jurisdiction and venue for such litigation shall be in the Superior Court of Caldwell County, North Carolina.

CALDWELL COUNTY

By: _____
Randy Church, Chairman
Caldwell County Board of Commissioners

BAKERS WASTE

By: _____
Representative
Chief Executive Officer

NORTH CAROLINA, _____ County

I, a Notary Public of the County and State aforesaid, certify that Randy Church personally came before me this day and acknowledged that he is Chairman of the Caldwell County Board of Commissioners, and that by authority duly given and as the act of CALDWELL COUNTY, the foregoing instrument was signed in its name by the Chairman of the Caldwell County Board of Commissioners. Witness my hand and official stamp or seal, this _____day of _____, 2026.

_____
Notary Public

_____
Notary Public's Printed Name
My Commission Expires: _____

STATE OF _____, _____ County

I, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that s/he is the Chief Executive Officer of BAKERS WASTE, a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____. Witness my hand and official stamp or seal, this _____ day of _____, 2026.

_____
Notary Public

_____
Notary Public's Printed Name
My Commission Expires: _____

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
February 23, 2026	Economic Development	Ashley Bolick

AGENDA ITEM # 5

Sales Tax Reinvestment Fund Request for Economic Development

BACKGROUND

Staff respectfully requests approval from the Board of Commissioners to support the development of a new industrial building or industrial park at 4016 Lower Cedar Valley Road with the expenditure of $552,000 from the Sales Tax Reinvestment Fund to Vista Ventures Development, Inc. (VVD). In April 2025, Caldwell County and Vista Ventures, a nonprofit corporation, entered into an economic development agreement to promote and improve economic development for the benefit of Caldwell County's citizens. This action will enable the County to advance strategic economic development initiatives and position the site for future projects, creating jobs for residents and increasing the property tax base, which in turn generates tax proceeds for the County to provide essential services.

The requested $552,000 will be used to cover acquisition costs, including the purchase price, closing costs, and required due diligence. The property's purchase price has been successfully negotiated, and the agreed-upon amount is $525,000. The property consists of approximately 15.91 acres located on Lower Cedar Valley Road, Hudson, North Carolina. Vista Ventures Development, Inc. will be responsible for all closing costs associated with the transaction. The $27,000 in additional funds above the purchase price will be allocated to estimated closing costs and required due diligence.

The contract for purchase will include several conditions to protect the County’s interests. This property is within the Town of Sawmills’ Extraterritorial Jurisdiction (ETJ). The property must receive rezoning approval from the Town of Sawmills, changing the current zoning classification from R-15 to GM (General Manufacturing). In addition, the proposed project area must successfully pass a compaction test performed by a certified third party. The only remaining contract item to be finalized is the closing date. It is anticipated that the property owner prefers closing on or around March 31. The contract will also require that the current tenant occupying a residence on the property vacate the premises prior to closing.

RECOMMENDED MOTION

I move to approve the transfer of funds for economic development.

BUDGET IMPACT

None. Funds budgeted for the Sales Tax Reinvenstment Fund.

APPROVED FOR BUDGET YEAR

Yes

ATTACHMENTS

1. Contract to Purchase 2.23.2026

OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND
[Consult "Guidelines" (Form 12G) for guidance in completing this form]

NOTE: If seller is selling less than the entire parcel of land owned, then compliance with subdivision regulation and/or an adequate legal description of the land being sold must be considered. This contract should not be used to sell property by reference to, exhibition of, or any other use of a plat showing a subdivision of the property before the plat has been properly approved and recorded with the register of deeds as of the date of the contract. If a preliminary plat has been approved, this contract may be used if an addendum drafted by a North Carolina real estate attorney addressing certain statutory requirements is attached. See NC General Statutes Section 160D-807 for more details and possible exceptions. If Buyer is contemplating a subdivision of the land as a condition of purchase, Buyer should first consult with an NC real estate attorney.

NOTE FOR NEW CONSTRUCTION: If Seller is Buyer's builder or has engaged a builder and the sale involves the construction of a new single-family dwelling prior to closing, use the standard Offer to Purchase and Contract—New Construction (Form 800-T) or, if the construction is completed, use the Offer to Purchase and Contract (Form 2-T) with the New Construction Addendum (Form 2A3-T).

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

1. **TERMS AND DEFINITIONS**: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "**Seller**": Ruth K. Bolick Property, LLC

(b) "**Buyer**": Vista Ventures Development, Inc.

(c) "**Property**": The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon.

The Property ☐ will ☒ will not include a manufactured (mobile) home(s).
The Property ☐ will ☒ will not include an off-site and/or separate septic lot, boat slip, garage, parking space, or storage unit.

NOTE: If a manufactured home(s) or a septic lot, boat slip, garage, parking space, or storage unit is included, Buyer and Seller are strongly encouraged to include further details in the Additional Provisions Addendum (Form 2A11-T) and attach it to this offer.

NOTE: If there is a manufactured or mobile home on the Property (regardless of whether it is inhabitable, uninhabitable, a fixture, or not affixed), then Seller should complete the Residential Property and Owners' Association Disclosure Statement and the Mineral and Oil and Gas Rights Mandatory Disclosure Statement under the Residential Property Disclosure Act (Chapter 47E of North Carolina's General Statutes) unless the Property is exempt.

Street Address: 4016 Lower Cedar Valley Road
City: Hudson Zip: 28638
County: Caldwell, North Carolina

NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

Legal Description: (Complete *ALL* applicable)
Plat Reference: Lot/Unit_____, Block/Section _____, Subdivision/Condominium _____
_____, as shown on Plat Book/Slide _____ at Page(s) _____
The PIN/PID or other identification number of the Property is: 2776185163
Other description: _____
Some or all of the Property may be described in Deed Book 1952 at Page 393

(d) "**Purchase Price**":
$ 525,000.00 paid in U.S. Dollars upon the following terms:

REALTOR®
This form jointly approved by:
North Carolina Bar Association's Real Property Section
North Carolina Association of REALTORS®, Inc.
EQUAL HOUSING OPPORTUNITY
STANDARD FORM 12-T
Revised 7/2024
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Buyer initials _____ _____ Seller initials _____ _____

$ 0	BY DUE DILIGENCE FEE made payable and delivered to Seller on the Effective Date by ☐ cash ☐ personal check ☐ official bank check ☐ wire transfer ☐ electronic transfer (*specify payment service*: _____)
$ 0	BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) within five (5) days of the Effective Date of this Contract by ☐ cash ☐ personal check ☐ official bank check ☐ wire transfer ☐ electronic transfer.
$ 0	BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) no later than 5 p.m. on _____, ***TIME ~~BEING~~ IS OF THE ESSENCE*** by ☐ cash ☐ official bank check ☐ wire transfer ☐ electronic transfer
$ 0	BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum (Standard Form 2A6-T).
$ 0	BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).
$ 525,000.00	BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan)

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver cash, official bank check, wire transfer or electronic transfer to the payee. In the event Buyer does not timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer, and Seller shall be entitled to recover the Due Diligence Fee together with all Earnest Money Deposit paid or to be paid in the future. In addition, Seller may seek any remedies allowed for dishonored funds. See paragraph 20 for a party's right to attorneys' fees incurred in collecting the Earnest Money Deposit or Due Diligence Fee.

NOTE: If the parties agree that Buyer will pay any fee or deposit described above by electronic or wire transfer, Seller agrees to cooperate in effecting such transfer, including the establishment of any necessary account and providing any necessary information to Buyer, provided, however, Buyer shall be responsible for additional costs, if any, associated with such transfer.

(e) "**Earnest Money Deposit**": The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid or required to be paid in connection with this transaction, collectively the "Earnest Money Deposit", shall be deposited promptly and held in escrow by Escrow Agent. The Earnest Money Deposit will be credited to Buyer at Closing or disbursed as required by this Contract.

(f) "**Escrow Agent**" (insert name): _____
Buyer and Seller consent to disclosure by the Escrow Agent of any material facts pertaining to the Earnest Money Deposit to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money Deposit held in escrow, a licensed real estate broker ("Broker") is required by state law (and Escrow Agent, if not a Broker, hereby agrees) to retain the Earnest Money Deposit in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Broker or an attorney licensed to practice law in North Carolina ("Attorney") is holding the Earnest Money Deposit, the Broker or Attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE THE EARNEST MONEY DEPOSIT IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

(g) "**Effective Date**": The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement.

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(h) **"Due Diligence"**: Buyer's opportunity to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 2 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.

(i) **"Due Diligence Fee"**: A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer's right to terminate the Contract for any reason or no reason during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 21(b) or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee. See paragraph 21 for a party's right to attorneys' fees incurred in collecting the Due Diligence Fee.

(j) **"Due Diligence Period"**: **(Check only one)**

❑ **The period beginning on the Effective Date and extending through 5:00 p.m. on (insert date only; not "N/A")** March 24, 2026

OR

❑ **The period extending for (insert a number only; not "N/A")** _____ **days after the Effective Date and ending at 5:00 p.m. on the last day of the period.**
TIME ~~BEING~~ IS OF THE ESSENCE FOR ANY DEADLINE IN THIS PARAGRAPH.

(k) **"Settlement"**: The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney's receipt of all funds necessary to complete such transaction

(l) **"Settlement Date"**: The parties agree that Settlement will take place on March 31, 2026 _____(the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

NOTE: See paragraph 10, **DELAY IN SETTLEMENT/CLOSING** for conditions under which Settlement may be delayed.

(m) **"Closing"**: The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney's receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 10 (Delay in Settlement/Closing).

WARNING: The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. A closing involves significant legal issues that should be handled by an attorney. Accordingly it is the position of the North Carolina Bar Association and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a closing.

(n) **"Special Assessments"**: A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property.

NOTE: Buyer's and Seller's respective responsibilities for the payment of Special Assessments are addressed in paragraphs 4(a) and 6(l).

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2. **BUYER'S DUE DILIGENCE PROCESS:**

(a) **Loan**: Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of the Loan if any.

(b) **Property Investigation**: Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but

WARNING: BUYER IS STRONGLY ENCOURAGED TO CONDUCT DUE DILIGENCE DURING THE DUE DILIGENCE PERIOD. If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract, prior to the expiration of the Due Diligence Period, unless Buyer can obtain a written extension from Seller. SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION. Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period will constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer's Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller's obligations under paragraph 6 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

NOT limited to the following:

(i) **Soil And Environmental**: Reports to determine whether the soil is suitable for Buyer's intended use and whether there is any environmental contamination, law, rule or regulation that may prohibit, restrict or limit Buyer's intended use.

(ii) **Septic/Sewer System**: Any applicable investigation(s) to determine: (1) the condition of an existing sewage system, (2) the costs and expenses to install a sewage system approved by an existing Improvement Permit, (3) the availability and expense to connect to a public or community sewer system, and/or (4) whether an Improvement Permit or written evaluation may be obtained from the County Health Department for a suitable ground absorption sewage system.

(iii) **Water**: Any applicable investigation(s) to determine: (1) the condition of an existing private drinking water well, (2) the costs and expenses to install a private drinking water well approved by an existing Construction Permit, (3) the availability, costs and expenses to connect to a public or community water system, or a shared private well, and/or (4) whether a Construction Permit may be obtained from the County Health Department for a private drinking water well.

NOTE: There is no loan or appraisal contingency in this Offer To Purchase and Contract. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the loan process and for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.

(iv) **Review of Documents**: Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Owners' Association And Addendum (Standard Form 2A12-T) provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association or its management company charges fees for providing information required by Buyer's lender or confirming restrictive covenant compliance.

(v) **Appraisals**: An appraisal of the Property

(vi) **Survey**: A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.

(vii) **Zoning, ~~and~~ Governmental Regulation, and Governmental Compliance**: Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones**; and investigation of whether the Property is in violation of any law, ordinance, permit, or government regulation as outlined in paragraph 6(h).**

(viii) **Flood/Wetland/Water Hazard**: Investigation of potential flood hazards**, wetlands, or other water or riparian issues** on the Property; and/or any requirement to purchase flood insurance in order to obtain ~~the~~ a loan.

(ix) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including electric, gas, communication services, storm water management, and means of access to the Property and amenities.

(x) **Streets/Roads**: Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.

NOTE: NC General Statutes Section 136-102.6(f) (the "Statute") requires that under circumstances described in the Statute, a buyer must be provided a subdivision streets disclosure statement prior to entering into an agreement to buy subdivided property described in the Statute. If Buyer or Seller are uncertain whether the sale of the Property described in this Contract is subject to the Statute, consult a NC real estate attorney.

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(xi) **Special Assessments**: Investigation of the existence of Special Assessments that may be under consideration by a governmental authority or an owners' association.

(c) **Sale/Lease of Existing Property**: As noted in paragraph 3(b), this Contract is not conditioned upon the sale/lease or closing of other property owned by Buyer. Therefore, if Buyer must sell or lease other real property in order to qualify for a new loan or to otherwise complete the purchase of the Property, Buyer should seek to close on Buyer's other property prior to the end of the Due Diligence Period or be reasonably satisfied that closing on Buyer's other property will take place prior to the Settlement Date of this Contract.

(d) **Buyer's Obligation to Repair Damage**: Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices applicable to any N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.

(e) **Indemnity**: Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This indemnity shall survive this Contract and any termination hereof.

(f) **Buyer's Right to Terminate:** Provided that Buyer has delivered any agreed-upon Due Diligence Fee, Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), ***TIME ~~BEING~~ IS OF THE ESSENCE***. If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

(g) **CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.**

3. **BUYER REPRESENTATIONS**:

(a) **Funds to complete purchase:**

☐ (*Check if applicable*) Cash. Buyer intends to pay cash in order to purchase the Property and does not intend to obtain a loan or funds from sources other than Buyer's own assets. Verification of cash available for Settlement ☐ is ☐ is not attached.

NOTE: If Buyer does not intend to obtain a new loan(s) and/or funds from sources other than Buyer's own assets, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a loan or funds from sources other than Buyer's own assets.

OR:

☒ (*Check if applicable*) Loan(s)/Other Funds: Buyer intends to obtain a loan(s) and/or other funds to purchase the Property from the following sources (*check all applicable sources*):

☐ First Mortgage Loan:

Buyer intends to obtain a first mortgage loan of the following type in order to purchase the Property: ☐ Conventional ☐ USDA ☐ Other type: _____

_____

in the principal amount of _____.

☐ Second Mortgage Loan:

Buyer intends to obtain a second mortgage loan of the following type in order to purchase the Property: _____

☒ Other funds:

Buyer intends to obtain funds from the following other source(s) in order to purchase the Property: _____

Caldwell County

NOTE: Buyer's obligations under this Contract are not conditioned upon obtaining any loan(s) or other funds from sources other than Buyer's own assets. Some mortgage loan programs and other programs providing funds for the purchase of property selected by Buyer may impose repair obligations and/or additional conditions or costs upon Seller or Buyer, and more information may be needed.
Material changes with respect to funding the purchase of the Property that affect the terms of the contract are material facts that must be disclosed.

(b) **Other Property**: Buyer ☐ DOES ☒ DOES NOT have to sell or lease other real property in order to qualify for a new loan or to complete the purchase. *(Complete the following only if Buyer DOES have to sell or lease other real property:)*

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Other Property Address: _____

❑ (*Check if applicable*) Buyer's other property IS under contract as of the date of this offer, and a copy of the contract has either been previously provided to Seller or accompanies this offer. *(Buyer may mark out any confidential information, such as the purchase price and the buyer's identity, prior to providing a copy of the contract to Seller.)* Failure to provide a copy of the contract shall not prevent this offer from becoming a binding contract; however, SELLER IS STRONGLY ENCOURAGED TO OBTAIN AND REVIEW THE CONTRACT ON BUYER'S PROPERTY PRIOR TO ACCEPTING THIS OFFER.

❑ (*Check if applicable*) Buyer's other property IS NOT under contract as of the date of this offer. Buyer's property (*check only ONE of the following options*):

❑ is listed with and actively marketed by a licensed real estate broker.
❑ will be listed with and actively marketed by a licensed real estate broker.
❑ Buyer is attempting to sell/lease the Buyer's Property without the assistance of a licensed real estate broker.

NOTE: This Contract is NOT conditioned upon the sale/lease or closing of Buyer's other property. If the parties agree to make this Contract conditioned on a sale/lease or closing of Buyer's other property, an appropriate contingency addendum should be drafted by a North Carolina real estate attorney and added to this Contract.

(c) **Performance of Buyer's Financial Obligations**: To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as may be specifically set forth herein.

(d) **Vacant Land Disclosure Statement (check only one):**
❑ Buyer has received a signed copy of the Vacant Land Disclosure Statement (Form 142) prior to making this offer.
☒ Buyer has NOT received a signed copy of the Vacant Land Disclosure Statement (Form 142) prior to making this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to the end of the third calendar day following the Effective Date.

4. **BUYER OBLIGATIONS**:
(a) **Responsibility for Special Assessments**: Buyer shall take title subject to all Special Assessments that may be approved following Settlement.

(b) **Responsibility for Certain Costs**: Buyer shall be responsible for all costs with respect to:
(i) any loan obtained by Buyer;
(ii) charges by an owners' association or a management company/vendor as agent of the association under paragraph 7(b) of this Contract;
(iii) appraisal;
(iv) title search;
(v) title insurance;
(vi) any fees charged by the closing attorney for the preparation of the Closing Disclosure, Seller Disclosure and any other settlement statement;
(vii) recording the deed; and
(viii) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

(c) **Authorization to Disclose Information**: Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and closing attorney: (1) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (2) to release and disclose any buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

5. **SELLER REPRESENTATIONS**:
(a) **Ownership**: Seller represents that Seller:
☒ has owned the Property for at least one year.
❑ has owned the Property for less than one year.
❑ does not yet own the Property.

(b) **Owners' Association(s) and Dues**: To best of Seller's knowledge, ownership of the Property ❑ subjects☒ does not subject Buyer to regulation by one or more owners' association(s) and governing documents, which impose various mandatory covenants, conditions and restrictions upon the Property and Buyer's enjoyment thereof, including but not limited to obligations to pay regular assessments (dues) and Special Assessments. If there is an owners' association, then an Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement (Standard Form 2A12-T) shall be completed by Seller, at Seller's expense, and must be attached as an addendum to this Contract.

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(c) **Sewage System Permit:** (☐ Applicable ☒ Not Applicable) Seller warrants that the sewage system described in the Improvement Permit attached hereto has been installed, which representation survives Closing, but makes no further representations as to the system.

(d) **Private Drinking Water Well Permit:** (☐ Applicable ☒ Not Applicable) Seller warrants that a private drinking water well has been installed, which representation survives Closing, but makes no further representations as to the well. (If well installed after July 1, 2008, attach Improvement Permit hereto.

6. **SELLER OBLIGATIONS**:

(a) **Evidence of Title, Payoff Statement(s) and Non Foreign Status:**

(i) Seller agrees to use best efforts to provide to the closing attorney as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property.

(ii) Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).

(iii) If Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, Seller shall also provide to the closing attorney a non-foreign status certification (pursuant to the Foreign Investment in Real Property Tax Act). In the event Seller does not provide a non-foreign status certification, Seller acknowledges that there may be withholding as provided by the Internal Revenue Code.

(b) **Authorization to Disclose Information**: Seller authorizes: (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys, and (3) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

(c) **Access to Property**: Seller shall provide reasonable access to the Property through the earlier of Closing or possession by Buyer, including, but not limited to, allowing the Buyer and/or Buyer's agents or representatives an opportunity to (i) conduct Due Diligence, (ii) verify the satisfactory completion of negotiated repairs/improvements, and (iii) conduct a final walk-through inspection of the Property. Seller's obligation includes providing existing utilities operating at Seller's cost including any connections and de-winterizing. To the extent applicable, Seller shall also be responsible for timely clearing that portion of the Property required by the County to perform tests, inspections and/or evaluations to determine the suitability of the Property for a sewage system and/or private drinking water well.

NOTE: See WARNING in paragraph 2 above for limitation on Buyer's right to terminate this Contract as a result of Buyer's continued investigation of the Property following the expiration of the Due Diligence Period.

(d) **Removal of Seller's Property**: Seller shall remove from the Property, by the date possession is delivered, (i) all personal property which is not a part of the purchase and (ii) unless otherwise agreed, all garbage and debris.

(e) **Affidavit And Indemnification Agreement**: Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.

(f) **Designation of Lien Agent, Payment and Satisfaction of Liens**: If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

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(g) **Good Title, Legal Access:** Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, lis pendens, monetary liens and judgments, and free of other encumbrances or defects that would materially affect the value of the Property, including those which would be revealed by a current and accurate survey of the Property, except: (1) ad valorem taxes for the current year; (2) utility easements and unviolated covenants, conditions or restrictions; and (3) such other liens, encumbrances or defects as may be specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

NOTE: If any sale of the Property may be a "short sale," consideration should be given to attaching a Short Sale Addendum (Standard Form 2A14-T) as an addendum to this Contract.

NOTE: Buyer's failure to conduct a survey or examine title of the Property prior to the expiration of the Due Diligence Period does not relieve the Seller of their obligation to deliver good title under this paragraph.

(h) **Governmental Compliance:** It is a condition of this Contract that the Property be conveyed free of any material violation of law, ordinance, permit, or government regulation (including, but not limited to, those relating to stormwater, impervious surface, environmental protection, and zoning), unless Seller has specifically disclosed such violation(s) prior to the Effective Date. If a violation is discovered and identified after the Effective Date and prior to Closing, then Seller may cure the violation(s). Unless otherwise agreed, if Seller does not cure the violation(s) prior to Closing, then Buyer may choose to accept the violation(s) and proceed to Settlement/Closing or terminate this Contract and receive a refund of the Earnest Money Deposit and the Due Diligence Fee.

(i) **Deed, Taxes and Fees**: Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made (a) Buyer; (b) a corporation, limited liability company, or other business entity of which Buyer is the sole owner or shareholder; (c) a trust for which Buyer is the beneficiary; (d) any relative of Buyer; and/or (e) Other: (Insert Name(s) Only) _____.

(j) **Agreement to Pay Buyer Expenses**: Seller shall pay at Settlement $_____ toward any of Buyer's expenses associated with the purchase of the Property, at the discretion of Buyer and/or lender, if any, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay.

(k) **Owners' Association Fees/Charges**: Seller shall pay any charges by an owners' association or a management company/vendor as agent of the association under paragraph 7(a) of this Contract.

(l) **Payment of Special Assessments**: Seller shall pay, in full at Settlement, all Special Assessments that are approved prior to Settlement, whether payable in a lump sum or future installments, provided that the amount thereof can be reasonably determined or estimated. The payment of such estimated amount shall be the final payment between the Parties.

(m) **Late Listing Penalties**: All property tax late listing penalties, if any, shall be paid by Seller.

(n) **Owners' Association Disclosure and Condominium Resale Statement Addendum** (Standard Form 2A12-T): If applicable, Seller shall provide the completed Owners' Association Disclosure and Condominium Resale Statement Addendum to Buyer on or before the Effective Date.

(o) **Seller's Breach of Contract**: See paragraph 21 for Buyer's remedies in the event of breach of this Contract.

7. CHARGES BY OWNERS' ASSOCIATION: Responsibility for payment of charges by an owners' association or a management company/vendor as agent of the association shall be allocated between Buyer and Seller as follows:

(a) **Seller shall pay:**

(i) fees incurred by Seller in completing resale or other certificates related to a proposed sale of the Property;

(ii) fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration, including any expedite fee permitted under N.C. Gen. Stat. § 47F-3-102 that is charged in connection with providing such information;

(iii) any fees charged for transferring or updating ownership records of the association; and

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(iv) any fees other than those fees specifically required to be paid by Buyer under paragraph 7(b) below.

(b) **Buyer shall pay:**
(i) charges for providing information required by Buyer's lender;
(ii) working capital contributions, membership fees, or charges imposed for Buyer's use of the common elements and/or services provided to Buyer in connection with Buyer taking possession of the Property, such as "move-in fees"; and
(iii) determining restrictive covenant compliance.

8. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise agreed, the following items shall be prorated, with Seller responsible for the prorated amounts of any taxes and dues through the date of Settlement, and Seller entitled to the amount of prorated rents through the date of Settlement, and either adjusted between the parties or paid at Settlement:
(a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;

(b) **Rents**: Rents, if any, for the Property;

(c) **Dues**: Owners' association regular assessments (dues) and other like charges.

9. **CONDITION OF PROPERTY/RISK OF LOSS:**
(a) **Condition of Property at Closing:** If the Property is not in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted, Buyer may terminate this Contract by written notice delivered to Seller and the Due Diligence Fee and Earnest Money Deposit shall be refunded to Buyer. If the Property is not in such condition and Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, the proceeds of any insurance claim filed by Seller on account of any damage or destruction to the Property.

(b) **Risk of Loss:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

10. DELAY IN SETTLEMENT/CLOSING: This paragraph shall apply if one party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") but it is not possible for the other party to complete Settlement by the Settlement Date ("Delaying Party"). In such event, the Delaying Party shall be entitled to a delay in Settlement and shall give as much notice as possible to the Non-Delaying Party and closing attorney. If the Delaying Party fails to complete Settlement and Closing within seven (7) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties), then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

11. POSSESSION: Unless otherwise provided herein, possession, including all means of access to the Property **and transferable amenities and services** (keys, **including mailbox keys,** codes including security codes, gate openers, electronic devices, etc.) shall be delivered at Closing as defined in Paragraph 1(m). No alterations, excavations, tree or vegetation removal or other such activities may be done before possession is delivered

12. ADDENDA: CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO.

- ☐ Additional Provisions Addendum (Form 2A11-T)
- ☐ Additional Signatures Addendum (Form 3-T)
- ☐ Back-Up Contract Addendum (Form 2A1-T)
- ☐ Loan Assumption Addendum (Form 2A6-T)
- ☐ Owners' Association Disclosure Addendum (Form 2A12-T)
- ☐ Seller Financing Addendum (Form 2A5-T)
- ☐ Short Sale Addendum (Form 2A14-T)

☒ Identify other attorney or party drafted addenda: See attached Exhibit A.

NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT ADDENDA TO THIS CONTRACT.

13. ASSIGNMENTS: This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.

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

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

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

17. ENTIRE AGREEMENT/RECORDATION: This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them. This Agreement or any memorandum thereof shall not be recorded without the express written consent of Buyer and Seller.

18. CONDUCT OF TRANSACTION: The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, any fee, deposit of other payment to be delivered to a party herein, may be given to the party or to such party's agent. Delivery of any notice to a party via means of electronic transmission shall be deemed complete at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic address provided for such party in the "Notice Information" section below. Seller and Buyer agree that the "Notice Information" and "Acknowledgment of Receipt of Monies" sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

19. EXECUTION: This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

20. COMPUTATION OF DAYS/TIME OF DAY: Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

21. REMEDIES:

(a) **Breach by Buyer**: In the event of material breach of this Contract by Buyer, any Earnest Money Deposit shall be paid to Seller. The payment of any Earnest Money Deposit and any Due Diligence Fee to Seller (without regard to their respective amounts, including zero) together shall serve as liquidated damages ("Liquidated Damages") and as Seller's sole and exclusive remedy for such breach, provided that such Liquidated Damages shall not limit Seller's rights under Paragraphs 2(d) and 2(e) for damage to the Property as well as Seller's right under paragraph 1(d) for dishonored funds. It is acknowledged by the parties that the amount of the Liquidated Damages is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of a breach of this Contract by Buyer. The payment to Seller of the Liquidated Damages shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach.

(b) **Breach by Seller**: In the event of material breach of this Contract by Seller, Buyer may (i) elect to terminate this Contract as a result of such breach, and shall be entitled to return of both the Earnest Money Deposit and the Due Diligence Fee, together with the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence ("Due Diligence Costs"), or (ii) elect not to terminate and instead treat this Contract as remaining in full force and effect and seek the remedy of specific performance.

(c) **Attorneys' Fees**: If legal proceedings are brought by Buyer or Seller against the other to collect the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs, the parties agree that a party shall be entitled to recover reasonable attorneys' fees to the extent permitted under N.C. Gen. Stat. § 6-21.2, and if applicable, N.C. Gen. Stat. § 6-21.3 for dishonored funds. The parties acknowledge and agree that the terms of this Contract with respect to entitlement to the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs each constitute an "evidence of indebtedness" pursuant to N.C. Gen. Stat. § 6-21.2.

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NOTE: A party seeking recovery of attorneys' fees under N.C. Gen. Stat. § 6-21.2 must first give written notice to the other party that they have five (5) days from the mailing of the notice to pay the outstanding amount(s) without the attorneys' fees.

[THIS SPACE INTENTIONALLY LEFT BLANK]

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

This offer shall become a binding contract on the Effective Date. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

Date: _____

Buyer: _____

Date: _____

Buyer: _____

Entity Buyer:
Vista Ventures Development, Inc.
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

Name: _____
Print Name

Title: _____

Date: _____

Date: _____

Seller : _____

Date: _____

Seller: _____

Entity Seller:
Ruth K. Bolick Property, LLC
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

Name: _____
Print Name

Title: _____

Date: _____

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WIRE FRAUD WARNING

TO BUYERS: BEFORE SENDING ANY WIRE, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO VERIFY THE INSTRUCTIONS. IF YOU RECEIVE WIRING INSTRUCTIONS FOR A DIFFERENT BANK, BRANCH LOCATION, ACCOUNT NAME OR ACCOUNT NUMBER, THEY SHOULD BE PRESUMED FRAUDULENT. DO NOT SEND ANY FUNDS AND CONTACT THE CLOSING ATTORNEY'S OFFICE IMMEDIATELY.

TO SELLERS: IF YOUR PROCEEDS WILL BE WIRED, IT IS RECOMMENDED THAT YOU PROVIDE WIRING INSTRUCTIONS AT CLOSING IN WRITING IN THE PRESENCE OF THE ATTORNEY. IF YOU ARE UNABLE TO ATTEND CLOSING, YOU MAY BE REQUIRED TO SEND AN ORIGINAL NOTARIZED DIRECTIVE TO THE CLOSING ATTORNEY'S OFFICE CONTAINING THE WIRING INSTRUCTIONS. THIS MAY BE SENT WITH THE DEED, LIEN WAIVER AND TAX FORMS IF THOSE DOCUMENTS ARE BEING PREPARED FOR YOU BY THE CLOSING ATTORNEY. AT A MINIMUM, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO PROVIDE THE WIRE INSTRUCTIONS. THE WIRE INSTRUCTIONS SHOULD BE VERIFIED OVER THE TELEPHONE VIA A CALL TO YOU INITIATED BY THE CLOSING ATTORNEY'S OFFICE TO ENSURE THAT THEY ARE NOT FROM A FRAUDULENT SOURCE.

WHETHER YOU ARE A BUYER OR A SELLER, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE AT A NUMBER THAT IS INDEPENDENTLY OBTAINED. TO ENSURE THAT YOUR CONTACT IS LEGITIMATE, YOU SHOULD NOT RELY ON A PHONE NUMBER IN AN EMAIL FROM THE CLOSING ATTORNEY'S OFFICE, YOUR REAL ESTATE AGENT OR ANYONE ELSE.

NOTICE INFORMATION

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

BUYER NOTICE ADDRESS:

Mailing Address: 1909 Hickory Blvd SE

Lenoir, NC 28645

Buyer Fax #: _____

Buyer E-mail: abolick@caldwellcountync.org

SELLER NOTICE ADDRESS:

Mailing Address: 15014 Reese Finley Lane

Cornelius, NC 28031

Seller Fax #: _____

Seller E-mail: _____

Buyer initials _____ _____ Seller initials _____ _____

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CONFIRMATION OF AGENCY/NOTICE ADDRESSES

Selling Firm Name: _____
Acting as ❑ Buyer's Agent ❑ Seller's (sub)Agent ❑ Dual Agent

Firm License#: _____

Mailing Address: _____

_____

Individual Selling Agent: _____
❑ Acting as a Designated Dual Agent (check only if applicable)

Selling Agent License#: _____

Selling Agent Phone#: _____

Selling Agent Fax#: _____

Selling Agent E-mail: _____

Listing Firm Name: _____
Acting as ❑ Seller's Agent ❑ Dual Agent

Firm License#: _____

Mailing Address: _____

_____

Individual Listing Agent: _____
❑ Acting as a Designated Dual Agent (check only if applicable)

Listing Agent License#: _____

Listing Agent Phone#: _____

Listing Agent Fax#: _____

Listing Agent E-mail: _____

Buyer initials _____ _____ Seller initials _____ _____

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EXHIBIT A

To Offer to Purchase and Contract
between Ruth K. Bolick Property, LLC, Seller, and
Vista Ventures Development, Inc., Buyer ("the Agreement")

These are modifications and additions to the Agreement. In the event of any conflict or inconsistency between the terms and conditions stated in this Exhibit A and the terms and conditions stated in the Standard Form 12-T, the terms and conditions stated in this Exhibit A control.

1. It is a condition of this Agreement that Seller lawfully evict/remove the tenant(s) from the house located on the property prior to closing.

2. Buyer will pay all closing costs except for the following, which shall be paid by Seller: any deferred ad valorem taxes, including interest thereon; any delinquent ad valorem taxes, including interest and penalties thereon; Seller's pro rata share of 2026 ad valorem taxes; and Seller's excise tax.

3. Seller represents that it has not been represented by any realtor or broker in this transaction, and there is no realtor or broker to whom any commission is owed upon the closing of this transaction.

SELLER:

RUTH K. BOLICK PROPERTY, LLC

By:_____
Manager

BUYER:

VISTA VENTURES DEVELOPMENT, INC.

By:_____
President

Board of Commissioners Meeting

Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
February 23, 2026	Economic Development	

AGENDA ITEM # 6

Budget Revision - Airport Utilities Study Grant

BACKGROUND

The county received a $50,000 grant to study expanding utilities to the airport.

RECOMMENDED MOTION

Approve Budget Revision

BUDGET IMPACT

100% Grant Funds

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Airport Utlity Study Grant_0001
2. Caldwell County_Microgrant Agreement_01232026

Budget Revision # _____

Item No. _____

Date: _____

Caldwell County Board of Commissioners

BUDGET REVISION

Subject:

Background and explanation for the Budget Revision:
This budget revision sets up the grant for the utility study at the airport. It is funded by a grant with no local contribution.

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

SUPPLEMENTAL APPROPRIATION

Line Item #	Title	I/D		Amount	Line Item #	Title	I/D		Amount
10.4970.330000.10214	Other Grants	I	$	50,000.00	10.4970.429000.10214	Grant Expenditures	I	$	50,000.00
Total				**50,000.00**	**Total**				**50,000.00**

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:

Department Head	Date	Finance Director	Date	County Manager	Date
			01/28/26		

NORTH CAROLINA

CALDWELL COUNTY

NORTH CAROLINA RAILROAD COMPANY

AND

CALDWELL COUNTY

MICRO-GRANT AGREEMENT

This MICRO-GRANT GRANT AGREEMENT ("Agreement") is made as of the 1st day of December 2025, by and between **Caldwell County** (hereinafter "Recipient") and the **North Carolina Railroad Company** (hereinafter "NCRR"). Recipient and NCRR are collectively referred to as the "Parties".

RECITALS

WHEREAS, Recipient desires to stimulate and develop the local economy of its region, alleviate the problems of unemployment and underemployment by creating and/or retaining jobs for its citizens, and develop its local tax base.

WHEREAS, NCRR created this program to provide funding to communities in order to help eliminate site development barriers and create a pipeline of investment in new industrial-sites in North Carolina;

WHEREAS, NCRR's Micro-Grant program provides funding for development site evaluations, such as environmental site assessments, wetland/stream delineations, boundary and other surveys, geotechnical reports, and title opinions; thereby increasing the number of industrial sites that are ready for development in North Carolina;

WHEREAS, Recipient has identified a site located in 3566 Morganton Lenoir Airport Avenue in Morganton in Caldwell County ("the Site") that requires certain environmental studies ("Studies") to determine whether it could be developed and marketed to potential industrial customers.

WHEREAS, Recipient has applied to NCRR's Micro-Grant program for funding assistance with the cost of the Studies; and

WHEREAS, NCRR has agreed to award Recipient a micro-grant of $50,000 for the costs of the Studies; and

WHEREAS, Recipient and NCRR now desire to enter into this Agreement setting forth the business terms and conditions for the foregoing NCRR micro-grant.

NOW THEREFORE, the Parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

1. **TERM**. The term of this Agreement shall begin on the date this Agreement is executed (hereinafter the "Agreement Date") and shall end ("Expiration Date") two (2) years from the Agreement Date, unless otherwise extended as set forth in Section 4 herein.

2. **DESCRIPTION OF THE STUDIES.** The Studies will consist of a preliminary engineering report.

3. **DEVELOPMENT OF THE SITE.** Upon completion of the Studies, and if the Studies indicate the Site may be suitable for development, Recipient will undertake additional reasonable efforts to market and develop the Site for industrial uses for a period of five (5) years from the Agreement Date (the "Marketing Period").

4. **MAINTENANCE, OPERATION, LIABILITY AND INSURANCE.** At all times prior to the Expiration Date, parties other than NCRR shall be responsible for the maintenance, operation, liability and insurance for the Site and the activities associated with the Studies.

5. **STUDY REPORTS**. Upon completion, any reports from the Studies will be provided at no charge to NCRR upon request.

6. **TERMINATION AND MODIFICATIONS.**

A. Failure on the part of Recipient to comply substantially with any of the material provisions of this Agreement will be grounds for NCRR to terminate this Agreement and the grant awarded herein. Upon termination of this Agreement under this provision, Recipient must repay 100% of the NCRR grant.

B. If, within three (3) years of the Agreement Date, the Studies are not completed and NCRR is not provided with any reports from the Studies (if requested), this Agreement terminates automatically and Recipient must repay 100% of the NCRR grant.

C. The completion of the Studies covered by this Agreement shall be pursued as expeditiously as possible. If the Studies are unable to be completed due to a condition of *force majeure* or other conditions beyond the reasonable control of Recipient, then Recipient will diligently pursue completion of the Studies once

said condition or conditions are no longer in effect, and the parties may agree in writing to extend the term of this Agreement.

7. **NOTICES.**

Any notice, request, or other communication among the Parties shall be delivered in writing, sent by first-class mail, overnight courier, and/or electronic transmission and shall be deemed given upon actual receipt by the addressee. Notice shall be addressed as follows:

If to Recipient, use:

Caldwell County
1909 Hickory Blvd
Lenoir, North Carolina 28645

If to NCRR, use:

North Carolina Railroad Company
2809 Highwoods Boulevard
Raleigh, North Carolina 27604-1640
ATTN: NCRR Economic Development Department

8. **MISCELLANEOUS.**

A. Failure of Recipient or NCRR at any time to require performance of any term or provision of this Agreement shall in no manner affect the rights of Recipient or NCRR at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions herein.

B. This Agreement constitutes a legally enforceable contract and shall be governed and construed in accordance with the laws of the State of North Carolina. The Parties agree and submit, solely for matters concerning this Agreement, to the exclusive jurisdiction of the courts of North Carolina and agree that the only venue for any legal proceedings shall be Wake County, North Carolina.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of Recipient and NCRR by authority duly given.

RECIPIENT

Sign: _____

Print: Randy Church

Title: Chairman

NORTH CAROLINA RAILROAD COMPANY

By: 

Print: Carl M. Warren

Title: President & CEO

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
February 23, 2026	Health	

AGENDA ITEM # 7

Budget Revision - Health Department

BACKGROUND

Agreement Addendum that increases funds for WIC

RECOMMENDED MOTION

Approve Budget Revision

BUDGET IMPACT

Flow thru funds

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Health Budget Revision AA 403 Revision

Budget Revision # _____

Item No. _____

Board Action Date _____

Caldwell County Board of Commissioners

BUDGET REVISION

Board Meeting _____

Subject: 403 WIC

Background and explanation for the Budget Revision:

This Agreement Addendum Revision #2, adjusts funding to the Local Health Departments (LHD), that have increased WIC participation above their initial caseload assignment 100% during the assessment period of –August - September 2025, during SFY25-26, as defined in the Revision 1 Agreement Addendum's Attachment A-1.

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

SUPPLEMENTAL APPROPRIATION

Revenues: Increase / Decrease (Circle One)			**Expenditures: Increase / Decrease (Circle One)**		
Line Item #	Title	Amount	Line Item #	Title	Amount
10.5167.331501	WIC	3,736.00	10.5167.412100	Salary	3,736.00
Total		**3,736.00**	**Total**		**3,736.00**

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	1/20/26				

Board of Commissioners Meeting

Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
February 23, 2026	Facilities Services	

AGENDA ITEM # 8

Budget Revision and Capital Project Ordinance for Wilson Creek Visitor Center Repairs and Renovations Grant

BACKGROUND

This allows a state grant to be spent on repairs and renovations at the Wilson Creek Visitor Center

RECOMMENDED MOTION

Approve budget revision and capital project ordinance

BUDGET IMPACT

100% grant funds, no local match

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Wilson Creek Visitor Center Repairs and Renovations Grant Capital Project_0001

ESTABLISHMENT OF THE WILSON CREEK VISITOR CENTER REPAIRS AND RENOVATIONS PROJECT ORDINANCE

WHEREAS, there is a need to repair storm damage at the Wilson Creek Visitor Center.

WHEREAS, Caldwell County has been approved for State funding for this project.

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 repairing storm damage at the Wilson Creek Visitor Center

State Grants	$1,183,347
Construction	$1,183,347

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 February 23, 2026.

Adopted February 23, 2026

ATTEST:

Iris Whitt
Interim Clerk to the Board

Randy Church
Chairman

Budget Revision # _____

Item No. _____

Date: _____

Caldwell County Board of Commissioners

BUDGET REVISION

Subject:

Background and explanation for the Budget Revision:

The county has been awarded a grant from the state for repairs at the Wilson Creek Visitor Center. This revision sets up the budget for this project

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
43.9000.330000.10215	Grants	I	$	1,183,347.00	43.9000.459600.10215	Construction	I	$	1,183,347.00
Total				**1,183,347.00**	**Total**				**1,183,347.00**

Attachments (Yes or No): Yes

Public Hearing (Yes or No):

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

Staff Recommendation:

Board Action:

Department Head	Date	Finance Director	Date	County Manager	Date
			02/06/26		

Anthony (Tony) Helton

From: Jimmy Harrison
Sent: Friday, February 6, 2026 1:10 PM
To: Anthony (Tony) Helton
Subject: Fw: Helene Capital Grant Program – Next Steps

From: Lindley, Brigid L <brigid.lindley@osbm.nc.gov>
Sent: Monday, December 15, 2025 12:57 PM
To: Jimmy Harrison <jharrison@caldwellcountync.org>
Subject: Helene Capital Grant Program – Next Steps

Dear James,

Your organization has received funding through the Helene Local Government Capital Grants Program. The Office of State Budget and Management is the administering agency for your grant.

If you have been approved for multiple projects, you will receive an email for each project. You will only need to submit documents 1-4 once, **each project will need a separate Scope of Work form.**

Use the hyperlink below to register for our upcoming training on how to submit required documents:
Wednesday, December 17 at 11 a.m.

Grantee Legal Name: **Caldwell**
Grant Amount (FY25-26): **$1,183,346.10**
Grant ID: **201015**
Grant Funding Source: **Hurricane Helene Local Gov't Capital Grant Program**
Grant Project Title: **Wilson Creek Visitor Center Multi-Use Area Repair and Renovation Project**
Grant Description: **The grants shall be used for capital projects to repair, renovate, or replace infrastructure damaged by Hurricane Helene. These capital projects must be projects that are not eligible for FEMA Public Assistance reimbursement.**

Required Documents *(must submit using forms provided below)*:

1. Office of the State Controller's Substitute W-9 Form
2. Vendor Electronic Payment Form
    - **Include supporting document** verifying the account number provided on Vendor Electronic Payment Form (i.e. voided check, bank statement, letter from bank)
        - State grant funds cannot be comingled with any other sources of funds. If you do not have an accounting system capable of fund accounting, you will need to hold these

funds in a separate bank account. The state accounting system will only keep one bank account on file, so you can transfer the funds to its own account as soon as you have received it.

3. Conflict of Interest Policy
    - Copy of your organization's Conflict of Interest Policy (see G.S. 143C-6-23.(b)).
    - Here is a sample policy you can download and use if your organization does not have one.
4. No Overdue Tax Form
    - Sworn statement that your organization does not have overdue tax debts (see G.S. 143C-6-23.(b)).
5. Scope of Work outlining what will be accomplished with grant funds.

    Scope of Work Example:
    - Directed Grant
        - Grant Description: Provides a directed grant to organization.

Please submit the required forms using your grant's secure upload link:
https://bit.ly/OSBMCaldwellCo
-If the link does not work by clicking on it, please copy and paste it into your web browser.

Once all documents are received and approved, OSBM will prepare a grant agreement for grant recipients to sign prior to disbursing funds.

Please visit the OSBM Grants website for upcoming training webinars, additional information about the grant process, and frequently asked questions.

With gratitude,
Brigid

Brigid Lindley
Legislative Liaison & Grant Administrator
NC Office of State Budget & Management
W: (984) 236-0616
C: (910) 242-3537
brigid.lindley@osbm.nc.gov



Email correspondence to and from this address may be subject to the North Carolina Public Records Law and may be disclosed to third parties by an authorized state official.

Board of Commissioners Meeting

Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
February 23, 2026	Water	

AGENDA ITEM # 9

Budget Revision and Project Ordinance for Collettsville Convenience Site Water Line Extension

BACKGROUND

Allows the county to spend a grant for a water line extension

RECOMMENDED MOTION

Approve Budget Revision and Capital Project Ordinance

BUDGET IMPACT

100% grant with no local match

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Budget Revision and Project Ordinance_0001

ESTABLISHMENT OF THE CONVENIENCE SITE WATER LINE EXTENSION PROJECT ORDINANCE

WHEREAS, there is a need to extend a water line to the Collettsville convenience site.

WHEREAS, Caldwell County has been approved for State funding for this project.

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 extending a water line to the Collettsville Convenience Site

State Grants	$323,164
Construction	$323,164

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 February 23, 2026.

Adopted February 23, 2026

ATTEST:

Iris Whitt
Interim Clerk to the Board

Randy Church
Chairman

Budget Revision # _____

Item No. _____

Date: _____

Caldwell County Board of Commissioners

BUDGET REVISION

Subject:

Background and explanation for the Budget Revision:

The county has received a state grant for a the convenience site water line extension in Collettsville. This budget revision creates the budget for this to be spent.

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
43.9000.330000.10216	Grants	I	$	323,164.00
Total				**323,164.00**

Line Item #	Title	I/D		Amount
43.9000.45900.10216	Construction	I	$	323,164.00
Total				**323,164.00**

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
			02/06/26		

Anthony (Tony) Helton

From: Jimmy Harrison
Sent: Friday, February 6, 2026 1:10 PM
To: Anthony (Tony) Helton
Subject: Fw: Helene Capital Grant Program – Next Steps

From: Lindley, Brigid L <brigid.lindley@osbm.nc.gov>
Sent: Monday, December 15, 2025 12:57 PM
To: Jimmy Harrison <jharrison@caldwellcountync.org>
Subject: Helene Capital Grant Program – Next Steps

Dear James,

Your organization has received funding through the Helene Local Government Capital Grants Program. The Office of State Budget and Management is the administering agency for your grant.

If you have been approved for multiple projects, you will receive an email for each project. You will only need to submit documents 1-4 once, **each project will need a separate Scope of Work form.**

Use the hyperlink below to register for our upcoming training on how to submit required documents:
Wednesday, December 17 at 11 a.m.

Grantee Legal Name: **Caldwell**
Grant Amount (FY25-26): **$323,163.46**
Grant ID: **201014**
Grant Funding Source: **Hurricane Helene Local Gov't Capital Grant Program**
Grant Project Title: **Convenience Site Water Line Extension**
Grant Description: **The grants shall be used for capital projects to repair, renovate, or replace infrastructure damaged by Hurricane Helene. These capital projects must be projects that are not eligible for FEMA Public Assistance reimbursement.**

Required Documents *(must submit using forms provided below)*:

1. Office of the State Controller's Substitute W-9 Form
2. Vendor Electronic Payment Form
    - **Include supporting document** verifying the account number provided on Vendor Electronic Payment Form (i.e. voided check, bank statement, letter from bank)
        - State grant funds cannot be comingled with any other sources of funds. If you do not have an accounting system capable of fund accounting, you will need to hold these

funds in a separate bank account. The state accounting system will only keep one bank account on file, so you can transfer the funds to its own account as soon as you have received it.

3. Conflict of Interest Policy
    - Copy of your organization's Conflict of Interest Policy (see G.S. 143C-6-23.(b)).
    - Here is a sample policy you can download and use if your organization does not have one.
4. No Overdue Tax Form
    - Sworn statement that your organization does not have overdue tax debts (see G.S. 143C-6-23.(b)).
5. Scope of Work outlining what will be accomplished with grant funds.

    Scope of Work Example:
    - Directed Grant
        - Grant Description: Provides a directed grant to organization.

Please submit the required forms using your grant's secure upload link: https://bit.ly/OSBMCaldwellCo
-If the link does not work by clicking on it, please copy and paste it into your web browser.

Once all documents are received and approved, OSBM will prepare a grant agreement for grant recipients to sign prior to disbursing funds.

Please visit the OSBM Grants website for upcoming training webinars, additional information about the grant process, and frequently asked questions.

With gratitude,
Brigid

Brigid Lindley
Legislative Liaison & Grant Administrator
NC Office of State Budget & Management
W: (984) 236-0616
C: (910) 242-3537
brigid.lindley@osbm.nc.gov



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Board of Commissioners Meeting

Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
February 23, 2026	Animal Care Enforcement	

AGENDA ITEM # 10

Budget Revision - Animal Care and Enforcement Donated Funds

BACKGROUND

The county's Animal Care and Enforcement department received a donation of $10,000. This budget revision allows those funds to be spent with $5,000 going towards free adoptions and $5,000 going towards supplies

RECOMMENDED MOTION

Approve Budget Revision

BUDGET IMPACT

100% donated funds, no tax impact.

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. ACE donations_0001

Budget Revision # _____

Item No. _____

Caldwell County Board of Commissioners

BUDGET REVISION

Subject: Use of Donated Funds

Background and explanation for the Budget Revision:

This revision allows Animal Care and Enforcement to use $10,000.00 in donated funds to pay for adoptions and suppplies. A citizen had made a donation of $10,000.00 and had requested Animal Care Enforcement to spend $5,000.00 on adoptions and $5,000 on supplies. This budget revision will allow adoptions to be free until the $5,000 is deplinshed. The $5,000 for supplies will be spent on food, beds, leashes, collars etc.

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
10.5200.364501	Donated Funds		$10,000.00	10.5200.432900	Expense of Donated Funds		$10,000.00
Total			**10,000.00**	**Total**			**10,000.00**

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:

Department Head	Date	Finance Director		County Manager	Date
	2/9/26		02/09/26		

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
February 23, 2026	Sheriff's Office	

AGENDA ITEM # 11

UnderCover Vehicle Trade

BACKGROUND

No Budget Funds- Use of Asset Seizure Funds

RECOMMENDED MOTION

BUDGET IMPACT

N/a

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. UC Vehicle Trade

Caldwell County

AGENDA ITEM SUMMARY

Submitter: **Sheriff Kevin Bean** **Meeting Date: 2/23/2026**

Agenda Section: **Consent** **Department: Sheriff**

Suggested Motion(s): Approval of Narcotics Vehicle Trade

SUMMARY: Request that we be able to use $6,550.00 from the State Asset Seizure Fund to cover the purchase of a new Narcotics Under Cover Vehicle. This vehicle will replace 1 undercover vehicles (2018 Mercedes) that has been compromised in an undercover capacity.

Budget Impact: **None, State Asset Funds**

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

If no, describe how it will be funded.

State Asset Funds

ATTACHMENTS: **See Attached Request & Documents**

ic

Budget Revision # _____

Item No. _____

Caldwell County Board of Commissioners

BUDGET REVISION

Board Meeting: **February 23rd, 2026**

Subject: Undercover Vehicle Replacement

Background and explanation for the Budget Revision:

To cover the cost of the purchase of an undercover Narcotics vehcile used for undercover drug operations.
Includes the trade-in of compromised vehicle: 2018 Mercedes
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 SEIZ FUNDS	$ 6,550.00	104314-451001	VEHICLES	$6,550.00
Total		**6,550.00**	**Total**		**6,550.00**

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 2/6/2026				

CALDWELL COUNTY SHERIFF'S OFFICE
** SHERIFF KEVIN H BEAN**
2351 MORGANTON BLVD. SW * LENOIR, NC 28645
PHONE: 828-758-2324 * FAX: 828-759-3490

Date: February 5, 2026

To: Shane Fox
County Manager

Re: Narcotics Vehicle Replacement

At this time our office would like to request that we be able to use $ 6,550.00 from the State Controlled Substance Tax Fund to cover the purchase of a new Narcotics Under Cover Vehicle. It is imperative that these vehicles be undated every so often for Officer Safety Purposes. Please see the attached Budged Revision. Should you need any further information please contact Sheriff Kevin Bean at 828-759-1543 or 828-217-2761.

Sincerely

Kevin H. Bean

Sheriff Kevin H. Bean

CALDWELL COUNTY DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, SEX, RELIGION AGE OR DISABILITY IN EMPLOYMENT OR THE PROVISION OF SERVICES.

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Lenoir, NC 28645
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FOR A MOTOR VEHICLE

CONFIDENTIAL

STATE ZIP

Lenoir NC 28645

BUSINESS PHONE

INSURANCE AGENT

INSURANCE COMPANY

POLICY #

TAG# EXPIRATION

ACCESSORIES	$	
Window Tint - 250		
Total 6550.00		

USED VEHICLE TRADED IN AND/OR OTHER CREDITS

MAKE OF TRADE-IN Mercedes - Benz

YEAR 18 MODEL GLE BODY 63

SERIES

MVI NO. 4JGED7FBXJA089434

I CERTIFY THAT THE ODOMETER READING ON MY ABOVE TRADE READS _____ MILES. THE ODOMETER HAS___ HAS NOT___ EXCEEDED 100,000 MILES. SIGNATURE _____

BALANCE OWED TO

ADDRESS

USED CAR TRADE-IN ALLOWANCE	$ 30500	00
BALANCE OWED ON TRADE-IN		
NET ALLOWANCE ON TRADE-IN	$	
DEPOSIT OR CREDIT BALANCE		
CASH WITH ORDER	$	
TOTAL CREDIT (TRANSFER TO RIGHT COLUMN)	$	

ADDITIONAL OPTIONS INCLUDED IN PRICE AT RIGHT

CASH PRICE OF VEHICLE & ACCESSORIES	$ 36800	
STATE AND LOCAL TAXES		
LICENSE, LICENSE TRANSFER, TITLE, REGISTRATION FEE		
TOTAL PRICE OF UNIT	$	
TOTAL CREDIT (TRANSFERRED FROM LEFT COLUMN)	$ 30500	00
UNPAID CASH BALANCE DUE ON DELIVERY	$ 6300	00

Purchaser agrees that this Order includes all of the terms and conditions on both the face and reverse side of hereof, that this Order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED SALES MANAGER.
Purchaser by his execution of this Order acknowledges that he has read its terms and conditions and has received a true copy of this Order.
If this order is for a used vehicle, the information you see on the (Federal Trade Commission) window form is part of this order. Information on the window form overrides any contrary provisions in the contract of sale.
*The Administrative Fee represents a reimbursement of our costs in preparing the documents related to the sale of this vehicle.

PURCHASER'S SIGNATURE _____

ACCEPTED BY _____ (DEALER)

PER _____ DATE _____

Scanned with CamScanner

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
February 23, 2026	Sheriff's Office	

AGENDA ITEM # 12

Surplus Property-Service Weapon for Jerry Simmons

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Resolution for Badge & Service Weapon Jerry Simmons 2.23.2026

RESOLUTION

2-2026

AWARDING BADGE AND SERVICE WEAPON TO SHERIFF DEPUTY JERRY SIMMONS

WHEREAS, § 17F-20 provides that retiring members of county law enforcement agencies may receive, at the time of their retirement, the badge worn or carried by them during their service with the County, and

WHEREAS, § 17F-20 further provides that the governing body of the county law enforcement agency may, in its discretion, for a fee, award the service weapon used by a law enforcement officer to the officer upon the member's retirement, and

WHEREAS, Deputy Simmons served as a member of the Caldwell County Sheriff's Office for 21 years and will retire effective March 1, 2026: and

NOW THEREFORE, BE IT RESOLVED by the Caldwell County Board of Commissioners, that the badge and service weapon worn and carried by Deputy Simmons be awarded to him upon his retirement.

Adopted this on the 23rd day of February 2026.

_____

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

ATTEST:

_____

Iris Whitt
Interim County Clerk

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
February 23, 2026	Sheriff's Office	

AGENDA ITEM # 13

IVC Transport Agreement Approval

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

None

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Caldwell County Transportation Agreement 2.23.2026

STATE OF NORTH CAROLINA

CALDWELL COUNTY

MEMORANDUM OF AMENDED TRANSPORTATION AGREEMENT

THIS MEMORANDUM OF AMENDED TRANSPORTATION AGREEMENT ("Transportation Agreement" or "Agreement") is made and entered as of March 15, 2026 ("Effective Date"), among Caldwell County, by and through its Board of Commissioners, Caldwell County Sheriff's Office ("Sheriff's Office"), the governing bodies of cities/municipalities in Caldwell County that maintain law enforcement agencies, and the law enforcement agencies of said cities/municipalities (collectively, "the Parties", individually "Party").

WHEREAS, pursuant to N.C.G.S. § 122C-251(g), the governing body of a city or county shall adopt a plan known as an "involuntary commitment transportation agreement" or "transportation agreement" for the custody and transportation of respondents in involuntary commitment proceedings under Article 5 of Chapter 122C of the North Carolina General Statutes; and

WHEREAS, pursuant to N.C.G.S. § 122C-251 and N.C.G.S. § 122C-202.2, Caldwell County, by and through its Board of Commissioners, the Caldwell County Sheriff's Office, the governing bodies of cities/municipalities in Caldwell County that maintain law enforcement agencies, along with the law enforcement agencies of said cities/municipalities, previously entered into a ***"Memorandum of Transportation Agreement" effective as of Augst 1, 2019*** concerning the custody and transportation of respondents in involuntary commitment proceedings in Caldwell County; and

WHEREAS, pursuant to N.C.G.S. § 122C-251(g), the transportation agreement may designate law enforcement officers, volunteers, or other public or private personnel who have agreed to provide all or parts of the custody and transportation required by involuntary commitment proceedings; and

WHEREAS, the parties wish to designate Foothills Medical Transit, Inc., a North Carolina corporation ("FMT"), as a private party or "private personnel" to provide all parts of the custody and transportation required by involuntary commitment proceedings, as allowed by law and this Agreement; and

WHEREAS, Caldwell Memorial Hospital, Inc., a North Carolina nonprofit corporation ("Hospital") operates healthcare facilities (including an emergency department) for the purpose of providing medical and behavioral health care services to patients in and around Caldwell County, North Carolina; and

WHEREAS, among the patients served by Hospital are patients being held pursuant to civil commitment processes as authorized by Chapter 122 of the North Carolina General Statutes; and

WHEREAS, Hospital has contracted with FMT to provide vehicular transportation services to patients of Hospital, including to its Civil Commitment patients, effective December 1, 2025; and

WHEREAS, the Parties wish to replace the ***"Memorandum of Transportation Agreement" effective as of Augst 1, 2019*** with this Transportation Agreement.

WHEREAS, once adopted, the Transportation Agreement must be submitted to: The Magistrates in Caldwell County; the Caldwell County Clerk of Court, the Local Management Entity-Managed Care Organization ("LME/MCO") that serves Caldwell County, being Vaya Health, and the Division of Mental Health, Developmental Disabilities, and Substance Use Services at least 10 days prior to the effective date of the new plan.

NOW THEREFORE, for and in consideration of mutual promises to each other as herein after set forth, the Parties mutually agree as follows:

1. After a Caldwell County Magistrate issues an involuntary commitment order ("IVC Order") and the Magistrate contacts the local law enforcement agency in the jurisdiction where the respondent resides or is physically located, an officer or deputy within the jurisdiction shall retrieve the IVC Order from the Magistrate.

    a. If the respondent is a resident of the municipality or is physically taken into custody in the municipal limits, the municipality is responsible for transportation of the respondent including admission and discharge.

    b. If the respondent is a resident of the county outside any municipal limit or is physically taken into custody outside municipal limits, the county is responsible for transportation of the respondent including admission and discharge.

2. The officer or deputy shall attempt to locate the respondent at the address provided on the IVC Order or where the magistrate believes the subject is physically located.

3. Upon location, the officer or deputy shall take respondent into custody and transport respondent to Caldwell Memorial Hospital, Inc. or other approved facility. After the facility has completed its examination of respondent, and if further care is required, the facility will locate a facility for respondent's future care.

4. Out of county transporting to or between a 24-Hour Facility:

    a. FMT shall be responsible for transporting the respondent from the initial examination at the Hospital to the 24-hour facility that is located outside of Caldwell County and identified by the Hospital, for respondent's future care.

    b. In the event FMT is unable or unwilling to provide such transportation, the Sheriff's Office shall respond to the Hospital or other facility for respondent's transport to any facility in North Carolina, that is located outside of Caldwell County and identified by the initial facility that conducted the initial evaluation, for respondent's future care.

5. Inside the county, transporting to or between a 24-Hour Facility:

    a. FMT shall be responsible for transporting the respondent from the initial examination at the Hospital to the 24-hour facility identified by the Hospital if the facility is in the county, for respondent's future care.

    b. In the event FMT is unable or unwilling to provide such transportation:

        i The law enforcement agency that took the respondent into custody is responsible for transporting the respondent from the initial examination to the 24-hour facility if the facility is in the county.

        ii If the respondent lives in the city or is taken into custody in the city, the city is responsible.

        iii If the respondent lives in the county or is taken into custody in the county, the Sheriff's Office is responsible.

6. Upon completion of the initial evaluation, if the facility determines respondent is not in need of further treatment, an officer or deputy with the agency that took respondent into custody shall return respondent to the address in the IVC Order or allow for other transportation arrangements of respondent to be made.

7. FMT shall be subject to, and shall abide by, the terms of this Agreement, the local area crisis services plan, and Chapter 122C of the North Carolina General Statutes. All members, employees, agents, or anyone else who provides transportation of involuntary commitment respondents on behalf of FMT must be trained using appropriate training identified by the local LME/MCO in its local area crisis service plan, pursuant to N.C.G.S. §122C-202.2. In this manner, this Agreement, the local area crisis services plan, state law, and any approved training plan shall assure adequate safety and protections for both the public and the respondent.

8. **Effective Date**. This Transportation Agreement shall be effective as of March 15, 2026.

9. **Local Area Crisis Services Plan**. The Parties consent to this Transportation Agreement being added to the local area crisis services plan by the LME/MCO, being Vaya Health, as contemplated by N.C.G.S. § 122C-202.2. This Transportation Agreement replaces the ***"Memorandum of Transportation Agreement" effective as of Augst 1, 2019***.

10. Each party to this Transportation Agreement agrees it is responsible for its own acts and/or omissions and those of its officials, employees, representative and agents in carrying out the terms of this Transportation Agreement and the results thereof to the extent authorized by law and shall not be responsible for the acts and/or omissions of any other Party and the results thereof.

11. It is understood and agreed that each Party's liability may be limited by the provisions of this Transportation Agreement and/or other immunity law applicable to each law enforcement agency. The Parties understand and agree that each Party has not waived its rights, immunities and protections provided by law. Nothing contained in this Transportation Agreement shall waive or amend, nor shall be construed to waive or amend any defense or immunity that any Party, their respective officials and employees, has or may have.

12. This Transportation Agreement is not intended to, and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind among the Parties or any other person or entity executing this Transportation Agreement. Moreover, the rights and the obligations of the Parties under this Transportation Agreement will be only those expressly set forth in this Transportation Agreement.

13. Hospital is not a Party to this Transportation Agreement, and nothing herein shall be construed to create any duty or obligation of Hospital. The signature of Hospital on this Transportation Agreement is for the limited and sole purposes of acknowledging that Hospital has participated in the development of this Transportation Agreement as contemplated by N.C.G.S. § 122C-251(g)(1), and that Hospital consents to this Transportation Agreement being added to the local area crisis services plan adopted by the LME/MCO for Caldwell County, being Vaya Health, as contemplated by N.C.G.S. § 122C-202.2.

14. FMT is not a Party to this Transportation Agreement, and nothing herein shall be construed to create any duty or obligation of FMT. The signature of FMT on this Transportation Agreement is for the limited and sole purposes of providing its written consent to provide transportation services as allowed by law, as contemplated by N.C.G.S. § 122C-251(g)(3), and its consent to this Transportation Agreement being added to the local area crisis services plan adopted by the LME/MCO for Caldwell County, being Vaya Health, as contemplated by N.C.G.S. § 122C-202.2.

15. This Agreement may be amended by a written Agreement of the Parties.

16. Each term, condition, or covenant herein is subject to and shall be construed in accordance with the North Carolina law and any applicable federal law.

17. This Agreement may be executed in two (2) or more counterparts, each of which will be deemed to be an original.

IN WITNESS WHEREOF, the Parties, Hospital, and FMT have caused this Memorandum of Transportation Agreement to be duly executed as set forth below.

SIGNATURE PAGES TO FOLLOW

CALDWELL COUNTY BOARD OF COMMISSIONERS

By: _____
RANDY T. CHURCH, Chairman

DATE:_____

CALDWELL COUNTY SHERIFF'S OFFICE

By: _____
KEVIN BEAN, Sheriff

DATE:_____

CITY OF LENOIR

By: _____

Name: _____

Title: _____

DATE:_____

LENOIR POLICE DEPARTMENT

By: _____

Name: _____

Title: _____

DATE:_____

TOWN OF HUDSON

By: _____

Name: _____

Title: _____

DATE:_____

HUDSON POLICE DEPARTMENT

By: _____

Name: _____

Title: _____

DATE:_____

TOWN OF GRANITE FALLS

By: _____

Name: _____

Title: _____

DATE:_____

GRANITE FALLS POLICE DEPARTMENT

By: _____

Name: _____

Title: _____

DATE:_____

TOWN OF RHODHISS

By: _____

Name: _____

Title: _____

DATE:_____

RHODHISS POLICE DEPARTMENT

By: _____

Name: _____

Title: _____

DATE:_____

CALDWELL MEMORIAL HOSPITAL, INC.

By: _____

Name: _____

Title: _____

DATE:_____

FOOTHILLS MEDICAL TRANSPORT, INC.

By: _____

Name: _____

Title: _____

DATE:_____

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
February 23, 2026	Tax	

AGENDA ITEM # 14

Appointments to Board of Equalization and Review

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Resolution- Caldwell County Board of Equalization & Review 2.23.2026
2. 2026 Board ER Memo 2.23.2026

RESOLUTION
3-2026

CALDWELL COUNTY BOARD OF EQUALIZATION AND REVIEW

WHEREAS, the State of North Carolina pursuant to North Carolina General Statute Section 105-322, has authorized the county commissioners of the respective counties within the State to appoint a special board of equalization and to carry out the duties imposed under Article 21 of the Machinery Act of North Carolina; and

WHEREAS, the Caldwell County Board of Equalization and Review was established pursuant to G. S. 105-322 (a); and

WHEREAS, the Caldwell County Board of Equalization and Review consists of five (5) members and four (4) alternate members; and

WHEREAS, on February 10, 2023, the Caldwell County Board of Commissioners set the following policy for the Caldwell County Board of Equalization and Review:

1. MEMBERSHIP
   The Board shall consist of five (5) members and four (4) alternate members.

2. QUALIFICATIONS
   A. Each member shall be of good moral character.
   B. Each member shall have resided full-time in Caldwell County for at least two years prior to taking office and shall reside in the county the duration of service on the board of equalization and review.
   C. Each member shall not have been convicted of a felony; if convicted of a felony their rights must be restored before they can be considered for appointment.

3. CONFLICT OF INTEREST POLICY
   A. Each member shall sign a Conflict-of-Interest policy

4. COMPENSATION
   A. To be determined by the Caldwell County Board of Commissioners

5. CHAIRMAN
   A. The Board of Commissioners shall designate the chairman of the Board of Equalization and Review

6. REMOVAL FROM OFFICE
    A. A member may be removed from office by the Caldwell County Board of Commissioners for:

        (1) Commission of a felony or other crime involving moral turpitude;
        (2) Violation of a State law governing conflict of interest;
        (3) Violation of a written policy adopted by the Caldwell County Board of Commissioners;
        (4) Failure to attend meetings;
        (5) Conduct that tends to bring the office into disrepute;
        (6) Failure to maintain county residency.

NOW, THEREFORE, BE IT RESOLVED, that the Caldwell County Board of Commissioners hereby adopts this policy for the members of the Caldwell County Board of Equalization and Review.

Adopted this 23rd day of February 2026.

_____
Randy T. Church, Chairman

_____
Iris Whitt, Interim County Clerk

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

Caldwell County
NORTH CAROLINA
Tax Department

MEMORANDUM

TO: Shane Fox, County Manager

FROM: Josh Angle, Tax Administrator

SUBJECT: 2026 Equalization and Review Board

DATE: February 17, 2026

In accordance with GS 105-322(a) appointment of a special Board of Equalization and Review for 2026 must be appointed on or before Monday March 2, 2026.

We are requesting this action be taken at the February 23, 2026, regular meeting of the County Commissioners.

Below listed are the proposed names provided for the Boards' consideration. Those listed have agreed to serve for the year 2026.

William "B.J". Fore-Chariman	Thomas Larry Andrews
Max Jeff Roland	Wayne Parson
Phil Case	Donna McCall
Bob Price	Mitchell Laws

Board of Commissioners Meeting

Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
February 23, 2026	Emergency Services	

AGENDA ITEM # 15

Transportation Agreement for Recovery Court Participants

BACKGROUND

Transportation agreement between Caldwell County and The Cognitive Connection to provide transportation to Recovery Court Participants that do not have transportation to court and recovery appointments.

RECOMMENDED MOTION

BUDGET IMPACT

No impact to budget. Will use current year budgeted opioid settlement funds as authorized in the spending resolution for strategy 4-Recovery Support Services.

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. RESTART Transportation MOU

Transportation Services for Caldwell County Recovery Court Participants

This Memorandum of Understanding ("MOU") is entered into by and between Caldwell County RESTART, a program of Caldwell County, North Carolina ("County"), and The Cognitive Connection ("Provider")

Caldwell County and the Provider may be referred to individually as a "Party" and collectively as the "Parties."

1. PURPOSE

The purpose of this MOU is to establish procedures for the provision of transportation services for participants enrolled in Caldwell County Recovery Court when no other reliable transportation options are available.

2. SCOPE OF SERVICES

Transportation services under this MOU are limited to transporting approved Recovery Court participants to and from treatment-related appointments as required by the Recovery Court Program.

3. RESPONSIBILITIES OF CALDWELL COUNTY RESTART

The RESTART Recovery Court Coordinator shall:

3.1 Identify participant transportation needs;

3.2 Make appropriate referrals for transportation services to the Provider;

3.3 Receive monthly invoices from the Provider for transportation services rendered during the billing period; and

3.4 Submit approved invoices for payment through RESTART contractual services, in accordance with applicable County procedures.

4. RESPONSIBILITIES OF THE COGNITIVE CONNECTION

The Provider shall:

4.1 Accept referrals for transportation services for participants identified by the Recovery Court Coordinator;

4.2 Coordinate directly with participants to schedule transportation services;

4.3 Provide transportation to and from treatment appointments for participants enrolled in the Recovery Court Program, as needed, throughout the participant's involvement in the program; and

4.4 Submit monthly invoices to the Recovery Court Coordinator for transportation services provided at a rate of forty dollars ($40.00) per round trip.

5. FINANCIAL TERMS

5.1 Trips shall be invoiced monthly at a rate of forty dollars ($40.00) per round trip.

5.2 The Provider shall submit monthly invoices to the Caldwell County RESTART Recovery Court Coordinator for services rendered during the applicable billing period.

5.3 Payment terms shall be net thirty (30) days from receipt of an approved and complete invoice, subject to applicable County procedures and availability of funds.

5.4 This MOU does not obligate Recovery Court or Caldwell County beyond available and approved funding.

5.5 Payment for services is subject to compliance with County contracting, invoicing, and reimbursement requirements.

6. MODIFICATION AND TERMINATION

6.1 This MOU may be amended or modified only by mutual written agreement of the Parties.

6.2 Either Party may terminate this MOU by providing written notice at least sixty (60) days prior to the intended termination date.

7. TERM

This MOU shall become effective upon execution by both Parties and shall remain in effect unless terminated in accordance with Section 6.

8. NON-EMPLOYMENT RELATIONSHIP

Nothing in this MOU shall be construed to create an employment, partnership, or joint venture relationship between the Parties.

9. GOVERNING LAW

This MOU shall be governed by and construed in accordance with the laws of the State of North Carolina.

10. ENTIRE AGREEMENT

This MOU constitutes the entire understanding between the Parties regarding the subject matter herein and supersedes all prior discussions or agreements, whether written or oral.

SIGNATURES

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their duly authorized representatives.

CALDWELL COUNTY

By: _____

Name: _____

Title: _____

Date: _____

THE COGNITIVE CONNECTION

By: _____

Name: _____

Title: _____

Date: _____

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
February 23, 2026	Economic Development	

AGENDA ITEM # 16

EDA Disaster Grant Program Application

BACKGROUND

The U.S. Economic Development Administration's (EDA) FY 2025 Disaster Supplemental Grant Program makes approximately $1.45 billion available to support economic recovery activities in areas that received major disaster declarations because of hurricanes, wildfires, severe storms and flooding, tornadoes, and other natural disasters occurring in calendar years 2023 and 2024. This program aims to support communities recovering from major disasters and set them on a path to exceed pre-disaster conditions and transform their local economies in new and vibrant ways.

EDA's Disaster Grant Program provides funding through three funding pathways:

- **Readiness Path –** Capacity building and strategic planning projects that set the stage for future investment. ($250,000-$500,000)
- **Implementation Path –** Standalone construction and non-construction projects that help communities recover from natural disasters and advance recovery and growth. ($2 Million - $20 Million)
- **Industry Transformation Path –** Coalition-led, multi-project portfolios that transform regional economies through targeted industry development. ($20 Million -$50 million)

In support of Foothills Regional Airport, a regional asset, Caldwell County Economic Development is requesting Board approval to seek grant funding through the EDA Implementation Path to provide sewer to the airport property with the expansion of service from Lenoir. The Foothills Regional Airport is a multi-jurisdictional project with over 1,000 acres of controlled property that could be developed into an industrial park. The lack of sewer services at the site has hindered the property's development.

Both a preliminary engineering report (PER) and an economic analysis report are required to submit the grant application. Staff received a $50,000 grant from the NC Railroad Commission to pay for the majority of the PER. The firm, McGill & Associates, has been selected under federal procurement standards to perform the work. Their contracted rate for the work is $60,000. Staff expect a secondary grant to cover the remaining $10,000. If that does not develop, funds from the Sales Tax Reinvestment Fund can be used. The economic analysis report is being completed by the group NCGrowth on a pro bono basis, a value of over $25,000.

Should the county be awarded the grant, there is a 20% local match requirement. Staff, working with

contacts at the NC Department of Commerce, have been reassured that state funds can be used as the local match and that funds from the state Industrial Development Fund (IDF) are available for the project. Staff anticipate completing the grant application prior to the next Board of Commissioners Meeting and respectful request approval to apply.

RECOMMENDED MOTION

BUDGET IMPACT

None. Grant funded.

APPROVED FOR BUDGET YEAR

Yes

ATTACHMENTS

None

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
February 23, 2026	Administration	

AGENDA ITEM # 17

Reappointment of Town of Sawmills ETJ Planning Member

BACKGROUND

Jeff Plummer is requesting reappointment to the Town of Sawmills ETJ Planning Board

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
February 23, 2026	Sheriff's Office	

AGENDA ITEM # 18

NC Governor's Crime Commission— Court Based Crisis Programming Grant

BACKGROUND

This grant is for local government units to help expand the capacity of the drug treatment court. It is a two-year grant cycle with the potential of receiving $500,000 for the lifespan of the grant.

RECOMMENDED MOTION

We are seeking consent to apply for the grant.

BUDGET IMPACT

The drug court is already in operation. This grant will be to take some of the monetary burden off the county if received that will ease the budget. If it is not received we will continue to look for other funding for this program.

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Caldwell County
North Carolina
Board of Commissioners Meeting

January 29, 2026, at 6:00 PM
City-County Chambers
905 West Avenue NW, Lenoir

MINUTES

Attendance

Randy T. Church, Chairman
Mike LaBrose, Vice-Chairman
Jeff Branch, Commissioner
Donnie Potter, Commissioner
Patrick Starnes, Commissioner
Shane Fox, County Manager
Destin Hall, County Attorney
Iris Whitt, Interim County Clerk

Call to Order Chairman Randy T. Church
Chairman Church called the January 29, 2026, Board of Commissioners meeting to order at 6:02 PM.

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

Invocation Pastor Brandon Thomas, Calvary Advent Christian Church
Pastor Brandon Thomas from Calvary Advent Christian Church led the invocation for those in attendance.

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

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

Agenda Items

1. Opening of "Our Story: The History of Caldwell County" Exhibit

Paige Counts came to the podium to give recognition at the opening of "Our Story: The History of Caldwell County" exhibit. Ms. Counts thanked the Board of Commissioners for approving a grant that allowed the exhibit in the hallway. Also, she gave special thanks to Kierston Banks for taking all the facts and producing the exhibit, and Facility Services for their hard work in hanging the frames. Appreciation was given to the committee that worked on getting this information for the exhibit. There was information for almost every community in our county. Ms. Counts hopes this display will educate the county and encourage them to go to history museums. The Board of Commissioners recognized the committee members: Kierston Banks, Nelson Brookshire, Sharon Bryant, Pam Smith Cooke, Linda Richards Crowder, Cindy Hedrick Day, Mayor Joe Gibbons, and Eric Stafford. Committee members not present were: Amber Bryson, Brenda Floyd, and Sherry Hartsoe Sigmon. A group photo was taken.

2. Charlotte Interbasin Transfer Update

Anthony Starr from Western Piedmont Council of Governments gave an update on the Charlotte Interbasin Transfer. In the spring of 2024, Charlotte began the process for a water request from the Catawba River Basin that could potentially have very serious consequences for all the communities up and down the Catawba River. Mr. Starr explained that an interbasin transfer is when a community, such as Charlotte, withdraws water from the Catawba River or other river chain, uses it, and discharges it into a different river basin. In some cases, they will pull the water out and return part of it through their wastewater treatment process, but in other parts they transfer it over a ridge line, use it, and it doesn't get returned. The concern is the water that is transferred over the ridge line and never returned. This has economic and environmental negative impacts on the source basin. Currently, Charlotte has 33 million gallons per day interbasin transfer certificate that was issued in 2002. A drought can cause a threat to the Catawba River Basin. Duke Energy manages our river system together. Duke Energy can pull water down the river chain to supply the needs. There have been two severe droughts. The first in 1998-2002 and then in 2007-2009. When lake levels get so low from drought, water cannot be pulled out for drinking or other public uses. During the 2007-2009 drought, Charlotte continued pulling water from the Catawba and lost more than 19% of every gallon through leaks in its system and inefficiencies. This is an average of 23 million gallons per day, which is on the high side. Commissioner Potter stated in the 2008/2009 drought that caused the City of Lenoir to expand their intake into Lake Rhodhiss. The City of Lenoir made modifications to push it out further into the lake so they could draw more water in the future. Charlotte announced its intent to request 30 million gallons per day for a total of 63 million gallons per day. The increase in the Interbasin Transfer would serve about 300,000 more people in eastern Mecklenburg. The water flow out of the Catawba River is decreasing. Charlotte wants to transfer more water out of the river basin at a time when our water flow is decreasing. Charlotte's water rates are more affordable as a percentage of median household income in more than 90% of other North Carolina utilities. Mr. Starr states the interbasin transfer means cheaper water for Charlotte and more expensive water for Catawba River basin communities. Mr. Starr discussed the legal impacts of continuing to approve interbasin transfers and exhausting our resources. Mr. Starr explained that Charlotte had alternatives to minimize harm to Catawba River basin communities. For Charlotte to avoid an Interbasin Transfer, it would require about a 12% increase in the Charlotte Water capital budget over the next

15 years to build the infrastructure to eliminate the Interbasin Transfer. Mr. Starr believes this is a reasonable request. Charlotte pays less for water, received federal funds for water infrastructure, and supported a tax increase for other non-water infrastructure. The Catawba River coalition includes local governments from Alexander, Burke, Caldwell, Catawba, and McDowell counties. The Catawba River Coalition requested the Western Piedmont Council of Governments facilitate the efforts to fight this Interbasin Transfer. The EMC will hold a public hearing on the Environmental Impact Statement (EIS) sometime after the EIS is submitted in 2026 or 2027. Mr. Starr thanked the Board for their support since this first started back in February or March 2024. The Environmental Management Commission is established by state law and appointed by state leaders to approve and review potential interbasin transfers among other things. There will be an environmental impact statement and a public hearing at some time as early as 2027. Mr. Starr mentioned a few key points from the Charlotte Interbasin Transfer. Our region's future growth could be limited. Charlotte's growth shouldn't occur at our expense. The limited resources of the Catawba River shouldn't be used to subsidize huge growth outside the river basin. Charlotte should implement policies and infrastructure improvements. Interbasin transfers could make the impacts of severe droughts worse for other communities along the Catawba River. Legislation was passed last year, HB 850, Interbasin Transfer Moratorium/Study. This imposes a moratorium on large interbasin transfers exceeding 15 million gallons per day. This House Bill directs the North Carolina Collaboratory at UNC-Chapel Hill to do a study and provide recommendations to the North Carolina General Assembly convening in 2027. The moratorium lasts until March 2027. The study is due with its recommendations in January 2027. Mr. Starr says they are asking for two key things from the study through all of this. The first thing is a "shot clock" for large interbasin transfers, such that interbasin transfers are temporary and time limited. The second is a drought mitigation fund for impacted communities to use if an interbasin transfer is approved within the relevant basin. Mr. Starr stated that coalition members can engage your state legislators, engage the Collaboratory to share your local perspective and keep this at the forefront of people's minds. Mr. Starr thanked the Board for their support of Western Piedmont Council of Governments along the way. Commissioner Potter shared that from day one the Board has been heavily involved with this matter. Commissioner Potter stated they were required to do a needs study, but an impact study downstream wasn't required. Commissioner Potter asked Mr. Starr if that had been resolved. Mr. Starr stated they must do an Environmental Impact Statement that is supposed to look at the impact. Mr. Starr explained the process. The impact statement goes to the Environmental Management Commission, and they will have a hearing. Then stakeholders like ourselves are given an opportunity to say how their report is not adequate, or whether they should consider other things. The Environmental Management Commission takes all that into consideration to decide whether to approve the interbaisin transfer, and what conditions it might place on the entity requesting it. Commissioner Potter said their initial concern was the 19% loss that Charlotte Water has. Commissioner Potter stated if Charlotte repaired their infrastructure, they would almost have enough to cover what they were asking for. Mr. Starr stated it would substantially reduce the amount of water Charlotte would need. The average nationwide water loss is 14% and Charlotte is 19%. Mr. Starr stated he believes the system should be efficient before you ask to transfer more water from the basin. Commissioner Potter stated that Charlotte Water hasn't done anything but transfer this burden. Commissioner Potter said it's not our responsibility or the burden of Charlotte's mismanagement of the rural counties of Western North Carolina. Commissioner Potter assured the citizens of the county that the Board is fully involved and engaged in not letting this happen if the county has anything to do with it.

Chairman Church stated that at 19% a day, Charlotte is losing about 23 million gallons per day. Mr. Starr stated that this is more water than any of our utilities produce for their entire system. Commissioner Branch asked who sits on this Interbasin Committee. Mr. Starr explained that the Environmental Management Commission is a state commission, appointed by state leaders which consists of the Governor, and legislative leaders have the opportunity to nominate members. Commissioner Potter stated that our county was blessed to have a Caldwell County citizen who is an engineer sitting on that board. Commissioner LaBrose thanked all the legislators all up and down the Catawba River basin and their help with HB 850. Commissioner LaBrose shared that back before 2007; this County had the forethought to purchase land up in Happy Valley that had millions of gallons in an aquifer. Commissioner LaBrose stated there may have been some debate on how we could get that water out of Happy Valley into Lenoir. Commissioner LaBrose stated that except for his vote, the Board at that time voted to sell this property. Commissioner LaBrose stated that there was a really strong team that supports the counties up and down the chain, and the Board will continue to fight as long as it takes. Chairman Church thanked Mr. Starr.

3. Tax Liens On Real Property

The Tax Administrator, Josh Angle came to the podium to discuss tax liens on real property. Mr. Angle stated that, in accordance with NCGS 105-369, he was reporting the number of accounts and dollar amounts of unpaid taxes for the 2025 tax year that are liens on real property. The following numbers have been revised as of today. The total number of outstanding accounts for 2025 is 6,936. The sum of these accounts is $3,271,525.82. An alphabetical listing of these accounts is available in the County Tax Office. Mr. Angle came before the board to report this information and to request the authority to advertise the 2025 property tax liens. Chairman Church made a motion for the Tax Administrator to advertise the tax liens for 2025. The motion carried unanimously.

4. Presentation of audit for fiscal year 2024-2025

A presentation was given by Kang Moua with Martin Starnes and Associates on the county's audit for fiscal year 2024-2025. Ms. Moua reported a clean, unmodified opinion for the 2024-2025 fiscal year audit. An unmodified opinion is issued when an auditor can state without reservation that the financial statements are fairly presented. Ms. Moua reported that there were no material weaknesses, and no significant deficiencies. Ms. Moua gave an overview of the general fund budget. Actual revenues were over budget by $923,000, mainly in sales and services. Expenditures were under budget by $9.5 million, mainly in general government, public safety, and human services. For other financing sources and uses, the budget includes $8.5 million of appropriated fund balance and actually includes transfers from other funds of $671,000, least liabilities issued of $822,000 and long-term debt issued of $1.7 million offset by transfers out of $21,000. The total revenue was $98.6 million in 2025. Ad valorem taxes are approximately 57% of the total revenue. Restricted intergovt'l, which includes federal and state grants, is 16% of the total revenue. Local option sales tax is 12% of the total revenue. The remainder of the revenues is 16% of the total revenue, which consists of other taxes and licenses. Ms. Moua gave an overview of the expenditure for the general fund. The total expenditure for 2025 is $100 million. Public safety is made up of 30% of the total expenditure. Human Services includes DSS and Health is approximately 23% of the total expenditure. Education is approximately 19% of the total expenditure. The other expenditures are the remaining 28% and this includes general government,

environmental protection, economic and physical development, cultural, recreational, and debt services. Ms. Moua talked about the fund balance for the general fund. Ms. Moua stated that in 2025 the available fund balance and percentage increased by 1.7%. The LGC minimum fund balance percentage is 20%. Ms. Moua stated the county is above that. Ms. Moua reported on the water fund operations, showing revenues, expenses, and resulting operating income or loss along with cash generated from operations. Ms. Moua gave a comparison of the quick ratio for the water fund. Ms. Moua stated the LGC is concerned with a quick ratio of less than 1, which the county is above that. Ms. Moua gave some general performance indicators. Ms. Moua stated the audit was submitted in the required time frame. There was a stable property tax valuation & collection percentage. The water operating net income, excluding the depreciation and debt service principal, is about $655,000. Ms. Moua explained that water on restricted cash as a percentage of expenses is 175.82%. The LGC is concerned with a percentage of less than 16%. Ms. Moua stated the county's water capital assets condition ratio is 23%, which is below the LGC threshold of 50%. This ratio should increase once the water tank project has been completed and in service. Ms. Moua stated the county would need to provide a written response with corrective action to the LGC within 60 days of the audit presentation for the 23% capital assets condition ratio for this year. Commissioner Potter asked Ms. Moua for clarification that once the water tank is installed and operating, it will come back into the appropriate line. Ms. Moua stated, yes it would. County Manager Shane Fox stated the water tank was scheduled for connection this week or possible next week depending on the weather. Chairman Church clarified this was the water tank in Collettsville. Chairman Church asked for a final cost on the Collettsville water tank. Finance Director Tony Helton stated over $4 million dollars. Commissioner Potter asked for clarification from Ms. Moua about the undesignated fund balance percentage. Commissioner Potter stated years ago that the LGC recommended 8%, then it went to 20% and there were some discussions last year regarding that. Ms. Moua explained this is a recommendation from the LGC and not something that is required by the state. County Manager Shane Fox stated years ago that 8% was the magic number, that is one month's worth of reserves, and then it was suggested we be comparable to our peer group. Peer groups are decided by population and budget and from that peer group, whatever their available fund balance is the average median. County Manager Shane Fox explained the LGC doesn't want to see the county getting outside their peer group percentage. The County Manager stated the available fund balance is around 20% for our peer group, which is subject to change each year. Chairman Church stated if we didn't maintain the percentage, it would affect our borrowing power and bond issuance. County Manager Shane Fox stated if we were to be bond rated, part of the rating is looking at our peer groups to see where we stack up. County Manager Shane Fox stated if we are not too far from the average, it wouldn't be a negative thing for the county. Commissioner LaBrose suggested, as we go into budget season, the Board can get a range for the fund balance that we feel comfortable with, and he encouraged citizens when the Board has budget sessions to please come. Also, he stated it was great to have no findings in the audit. Commissioner LaBrose asked Ms. Moua if the audit covered our debt service and is it pretty low compared to other counties. Ms. Moua replied that it is pretty low. Commissioner LaBrose stated that it is a good use of taxpayers' money to be low in debt. Commissioner LaBrose stated our debt was at 1 1/2 %. County Manager Shane Fox stated our total debt was $26 million, which is second lowest in our peer group. Chairman Church said the debt amount is not just county debt but includes the school debt as well. Chairman Church thanked Ms. Moua for being there.

Consent

5. **Cybersecurity Grant #1**
   This is a cybersecurity grant for $200,000. This grant does not require a local match. This is a 100% state-funded grant. This will be utilized by our IT Department to put together a secondary environment to back up our current cloud.

6. **Cybersecurity Grant #2**
   This is a cybersecurity grant for $128,019. This grant doesn't require any local match. This grant will be utilized for critical needs to back up servers.

7. **Wilson Creek Equipment Grant**
   The Wilson Creek Equipment Grant is for $60,000 and no match is required. This grant will be used to purchase equipment to assist in patrolling Wilson Creek provided by the Forestry Service.

8. **Budget Revision for Jury Commission Payments**
   This is a budget revision to allow the county to pay each of the three members of the Jury Commission $250.00 per year for their service. A total of $750.00 is being requested by our Clerk of Court, Angela Kidd. This is required by GS 9-1.

9. **Purchase of Web Accessibility Software**
   This is the approval of the contract for the purchase of web accessibility software in the amount of $9,086.60.

10. **Conveyance of Surplus Vehicle by Private Sale**
    The Sheriff's Department is looking to sell a 2018 Ford Explorer to Foothills Medical Transit Company for $4,000. This is a 2018 Ford Explorer that has been decommissioned at 153,994 miles. County Manager Shane Fox stated, for reference, that the Kelly Blue Book puts the $4000 right in the range of what the vehicle is worth. This is asking through GS 168.266 for the Commissioners to sell this vehicle to the Foothills Medical Transit Company, which is a non-profit.

11. **Soil and Water Conservation District request to apply for StRAP funding**
    The Soil and Water Conservation District is requesting to apply for StRAP funding. This year, Caldwell County is in a high-needs area due to Hurricane Helene. The potential cap for this grant is $1,496,250. This is not a guarantee, but the Board's approval allows them to apply for the grant.

12. **Sheriff Department Salary Adjustment**
    The Sheriff's Department is requesting approval for a salary adjustment for departments 4310, 4311, 4315, 4316, 4317, 4318, and 4320. This request is for a 5% increase. It would be effective February 1, 2026, go through the end of the year, and pick up moving forward. That is a total cost of $224,000 for the remaining five months.

13. Approval of Minutes from December 1, 2025, Board of Commissioners Meeting

The approval of December 1, 2025, meeting minutes was requested.

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

Closed Session

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

Chairman Church made a motion to enter closed session pursuant to G.S. 143-318.11(a)(4) to discuss a matter related to economic development at 7:06 PM. The motion carried unanimously.

Commissioner LaBrose made a motion to come out of closed session. The motion carried unanimously.

Adjourn

With there being no more business to attend to, Commissioner LaBrose made a motion to adjourn at 8:16 PM. The motion carried unanimously.

RESOLUTION

1-2026

DISPOSAL OF COUNTY-OWNED PROPERTY BY PRIVATE SALE

WHEREAS, Caldwell County owns certain items of personal property that have become surplus for its current needs; and

WHEREAS, No1ih Carolina General Statue 160A-266 permits the County to sell such prope1iy by private sale upon authorization by the Board of Commissioners at a regular meeting and notice to the public; and

WHEREAS, the Board of Commissioners is convened in a regular meeting.

NOW THEREFORE, BE IT RESOLVED the Caldwell County Board of Commissioners authorizes the sale of a 2018 Ford Explorer, VIN: 1FM5EK8AR7JGA32279, for the sum of $4,000 to Foothills Medical Transit Company.

Adopted this 29th day of January 2026.

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

ATTEST:

Iris Whitt, Interim Clerk

BK 2155 PG 1681 - 1681 (1)
This document presented and filed:
01/30/2026 10:27:53 AM

Fee $0.00

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

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
February 23, 2026	Administration	

AGENDA ITEM # 20

Closed Session Pursuant to NCGS 143-318.11(a)(4) and NCGS 143-318.11(a)(6)

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None